



EGL

Eastern Coalfields Limited

Office of the General Manager

महाप्रबंधक का कार्यालय

Satgram-Sripur Area, P.O.: Devchandnagar

सतग्राम-श्रीपुर क्षेत्र, पत्रालय- देवचंदनगर,

Dist.-Paschim Bardhman, West Bengal-713332

जिला- पश्चिम बर्धमान, पश्चिमबंगाल-713332

Ref.No.SSA/GM/AM(PC&D/KDP/2024-25/HF/144

Dated:-16.08.2024

NOTICE INVITING TENDER

Sealed tenders are invited from eligible and experienced Contractors for the following job at **Kalidaspur Project** under Satgram Sripur Area. The details of work along with the Estimated Cost, Earnest Money, Time of completion etc. are detailed below:

Sl. No	Description of Work	Estimated Cost (Including G S T)	Earnest Money	Time of Completion
01.	Construction of 04(Four)Nos Haulage Foundation at 3EL , 12 South Dip ,41EL & 49 WL for development in R - IX A Seam of Kalidaspur Project under Satgram Sripur Area.	▪ 53,931.10	▪ 700.00	30(Thirty) Days

Downloading of Tenderdocument:29.08.2024 to 02.09.2024.

Dropping of tender in tender box :03.09.2024from 11Am to 3.00PM.

Opening of tender :03.09.2024at 3.30 PM (in presence of tenderer or his representative)

Completed tender sealed in cover superscribing Tender Notice No. and date of opening has to be dropped in Tender Box of Satgram Sripur Area Office provided for the purpose. The Earnest Money may be deposited for the through A/c. Payee Demand Draft in favour of " EASTERN COALFIELDS LIMITED, A/C.AREA-III" Payable at Asansol in any schedule Bank preferably State Bank of India ,Asansol or POS interface available to the Sr. Cashier, Cash Section, Satgram Sripur Area Office and the Draft receipt /Receipt there off is to be enclosed with the Tender failing which tender will be rejected outright. Tenderers are required to satisfy themselves fully with the local conditions before participating for the work. It may please be noted that any issue pertaining to local site conditions or absence of assured availability of facilities at the site shall not be entertained as a reason for default or lack of progress in the work. The job must be completed in time failing which penalty may be imposed at he sole description of the management .The Tender is also available at website **www.easterncoal.gov.in**

ELIGIBILITY CRITERIA:

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

- (a) Three similar completed works each costing not less than the amount equal to **40 %** of the estimated cost.
OR
(b) Two similar completed works each costing not less than the amount equal to **50 %** of the estimated cost.
OR
(c) One similar completed work costing not less than the amount equal to **80 %** of the estimated cost

(ii) The Bidder has to submit the Xerox copy of **PAN Card**

(iii) PF Registration – The Bidder should submit a copy of sub registration number under C M P F Act 1948/ E P F issued by Concerned Authority of C M P F/EPF dept.

(iv) GST registration will be required as per rule

(v) Legal status of the Bidder / Trade Licence (Affidavit or any other document to prove proprietorship/ individual status of Bidder)

Information to Tenderers: -

(1) Payment is to be made through e-mode, and the following details are required to be furnished in the bid.

(i) Name of the Payee (in Block letters), (ii) Address of the Payee, (iii) Bank Account Number, (iv) Name of the Bank (v) Name of the Branch & Branch code and (vi) Indian Financial Service Code Number (IFSC).

Tenderers are requested to read the tender document carefully and ensure that there are no eligible filling of rates etc. since this may lead to rejection of the bid.

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(2) Where contractual work requiring manpower is involved, Contractor should ensure the following :

- (a) The attendance of the contractor workers deployed must be entered in C or E-Forms as the case may be & total attendance marked for a particular job must be entered in the filled book during billing.
- (b) Every contractor worker must have certificate of IME/PME & vocational Training.
- (c) B. Form register in respect of each contractor worker must be maintained.
- (d) Every contractor worker must have ID card issued & signed by the contractor.
- (e) Safety wear to be provided by the contractor to each contractor worker & where it is provided by the company the cost of such safety wear is to be deducted from the bill of the contractor.
- (f) The Tenderer will ensure that minimum wages as recommended by HPC committee is to be paid to all contractor workers, & their wage payment must be done through the nationalized bank by the contractor.
- (g) The Contractor shall not engage any person of less than 18 yrs of Age as required by relevant laws.
- (h) Every work man must be complied code of Practice or safe operating practice for that particular job.
- (i) The tenderer should have must fulfilled the statutory obligations such as implementation of CMPF & allied schemes for his workers etc.
- (j) Supervision of work under execution by a qualified supervisor in case of underground work.
- (3) Any short comings in eligibility criteria may lead to rejection of the tender offer.
- (4) The tenderer should visit the site of work before offering their tender.
- (5) E C L would not be liable for any compensation due to stoppage /change in scope of work due to local disturbance, change in government policy, law & any order of judiciary, obstruction or delay by any outside element/agency.
- (6) E C L reserves the right to accept or reject any or all the tenders fully or partly and split the work between two or more tenderers without assigning any reason whatsoever.

-Sd-
General Manager
Satgram/SripurArea

Copy to:-

1. All CGMS/GMs, All Areas of ECL
2. Addl. G.M., Satgram/SripurArea
3. Area Manager (PC&D)/Chief Manager(Personnel)/Area Safety Officer Area Survey Officer, Satgram/SripurArea
4. A.F.M., Satgram/SripurArea
5. All Agents, Satgram/SripurArea—for information and display in your notice board.
6. Sr. Cashier, Satgram/SripurArea—to accept Draft from the Party for depositing the Earnest Money.
7. President, Raniganj Chamber of Commerce, B.P. Khaitan Road, Post Box No.5, Raniganj – 713347.
8. President, Asansol Chamber of Commerce, 178, Ghanty Bhawan, 2nd floor, G.T. Road, Asansol -713301
9. Coalfields Contractors Association, 17, N.S.B. Road, Raniganj
10. Notice Board, Satgram/SripurArea Office

TENDER DOCUMENT
SATGRAM AREA

N.I.T.No SSA/GM/AM(PC&D/KDP/2024-25/HF/144 Dated:-16.08.2024

EASTERN COALFIELDS LIMITED
(A subsidiary of Coal India Limited)
Office of the General Manager, Satgram Sripur Area
P.O. Devchandnagar, Dist: Burdwan

TENDER DOCUMENT

Ref.No SSA/GM/AM(PC&D/KDP/2024-25/HF/144

Dated:-16.08.2024

Name of the tenderer :

GENERAL INSTRUCTIONS FOR TENDERING

- 1. Tenderers are required to satisfy themselves fully with the local condition before bidding for the work. Any issue pertaining to local site conditions or absence of assumed availability of facilities at the site shall not be entertained as a reason for default or lack of progress in work.**
- 2. All the documents related to the tender should be submitted in a properly Sealed Envelope (as per N.I.T.), failing which it will not be accepted.**
- 3. General Terms & Conditions should be signed with seal as a token of acceptance and enclosed with the tender.**
- 4. Tender should be valid for one hundred and twenty days from the end date of bid submission of the tender**
- 5. The management reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.**
- 6. Tender shall be opened on the date and time specified in the Tender Notice and on next working day if date of opening is a holiday.**
- 7. Earnest money is to be deposited by RTGS/NEFT/A/c Payee demand draft drawn in favour of Eastern Coalfields Limited, A/c Area-III payable at Asansol in any schedule Bank preferably State Bank of India, Asansol or POS interface available to the Sr. Cashier, Cash Section, Satgram Sripur Area Office and the Draft receipt / Receipt there off is to be enclosed and documentary proof of the same is to be enclosed with tender.**
- 8. The tenders without Earnest money will be summarily rejected.**

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Eastern Coalfields Limited
(A Subsidiary of Coal India Limited)
Office of the General Manager ,Satgram/ SripurArea
P.O. Devchandnagar, Dist.Paschim Bardhaman

To be filled by the Tenderer:-

1.	Name of the Tenderer	
2.	Whether individual, Proprietorship/ Partnership of Limited Company	
3.	Postal address of the Company/Proprietor together with Telephone Nos./ Mobile No etc.	
4.	In respect of Partnership of Limited Company the name of other partner/Director together with their address.	
5.	List of other Firms/Partnership doing business with ECL where in the above Firm/Partner/Director exists.	

6. Registration under C M P F Act 1948 / E P F Registration : - The Bidder should submit a copy of sub registration number under **COAL MINES PROVIDENT FUND AND MISCELLANEOUS PROVISIONS ACT 1948/ THE EPF AND MISCELLANEOUS PROVISIONS ACT, 1952** issued by C M P F/ EPF Dept
7. The Bidder should submit a copy GST Registration Number for registered bidder or certificate from CA for unregistered bidder

Signature of Contractor
Address :-

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N.I.T.No SSA/GM/AM(PC&D/KDP/2024-25/HF/144 Dated:-16.08.2024

Sub; Construction of 04 (Four) Nos Haulage Foundation at 3EL , 12 South Dip ,41EL & 49 WL for development in R - IX A Seam of Kalidaspur Project under Satgram Sripur Area

Sl. No		Unit	Approx Quantity (. /	Rate	Amount(•)
A	Labour Cost				
1	Recess Cutting by Hand in Stone at Floor 4 X (3.0mX1.0mX0.15m) = 1.8 Cum	M ³	1.80	6892.030	12405.65
2	PCC Work (1:2:4) in Floor 4 X (2.0M X 1.0m X 0.30m) = 2.40 Cum	M ³	2.40	4700.82	11281.97
3	Cleaning of Fallen Debris from the site of Haulage and Levelling the site 4 X (4M X 1.50M X 0.3M) = 7.20 Cum	M ³	7.20	765.78	5513.62
4	Loading and Unloading of Tubs & carrying of Materials Manually	Tubs	8.00	222.91	1783.28
B	Materials Cost				
2	Cement (Bags)	Bags	15.36	440.00	6758.40
3	Sand (Cum)	M ³	1.068	1050.00	1121.40
4	Stone Chips (Cum)	M ³	2.40	2850.00	6840.00

Total Estimated Cost of 4 Nos Haulage Foundation • 45,704.32

Add GST @ 18%	• 8,226.78
Grand Total	• 53,931.10

Quoted Rate in Percentage (.....above /bellow /at par)

Total in Figure •

Total in words (Rupees

)

Signature of the Contractor.

Note:- (Tenderers should go through the tender documents carefully & visit the site before filling the rates/units in figures and words.)

ANNEXURE 'A'

1. HEADING TO THE CONDITIONS:-

The headings to these conditions shall not affect the interpretation thereof.

2. HOW TO SUBMIT THE TENDER:-

- i) The Tenderer is advised to read the tender documents carefully and make sure that he understands the conditions laid hereunder.
- ii) Tender documents should be filled in and submitted in a sealed cover clearly indicating on the cover the reference to the Tender Notice.
- iii) The tenderer should understand that his rates are to be quoted on item basis and that the quantity of work under any of the items is only an approx. estimate and may increase and decrease in actual conditions. Any such change will not affect the validity of the contract in any respect.

3. WORKS TO BE CARRIED OUT AND SITE CONDITIONS:-

- (a) **Construction of 04 (Four) Nos Haulage Foundation at 3 EL, 12 South Dip, 41 EL & 49 WL for development in R - IX A Seam of Kalidaspur Project under Satgram Sripur Area as per instruction of Agent Kalidaspur Project or his authorized representative**
- (b) The Contractor/Contractors shall be deemed to have satisfied himself/themselves as to the nature of site, local facilities and all matters affecting the execution and completion of the works. No extra charges consequent on misunderstanding or otherwise will be allowed.
- (c) The Contractor/Contractors shall be deemed to have satisfied himself/themselves with the details of the works to be carried out. All debris is to be removed to the sites surface/underground as approved by the Colliery Agent/Manager or their authorized representative and dumped in areas approved by him. The coal raised will be property of the Company.

4. TENDERED AMOUNT:- If there is any error in quantities or any omission of items then the errors shall be rectified and contract sum increased or decreased accordingly. The contract sum so altered amount instead of the original amount and such alteration shall not be considered as deviation.

5. DEVIATION :- i) All addition and deduction will be priced as per relevant clause in the tender document and added to or deducted from the contract sum. The Colliery Agent shall communicate the Contractor/Contractors and specify in writing the proposed deviations to be made, the charges if any in the date of completion. Any objections by the Contractor/Contractors to any matter concerning the deviation order shall be notified by him/them in writing within 7 (seven) days of receipt of such order but under no circumstances shall progress of the work be stopped owing to difference or controversy that may arise from such objection.

ii) No extra item/deviation item of work shall be performed without the prior written instruction of the Colliery Agent/Colliery Manager/Officer specially deputed for the purpose.

6. EMERGENCY WORKS:- If any emergency work becomes necessary and the Contractor/Contractors is/are unable/unwilling to carry out such works at once, the Colliery Agent may engage his own or other work people to carry out as he may consider necessary. If the emergency work be such as the Contractor/Contractors is/are liable under the contract to carry out at his/their expenses or which are included in the contract rate for works being executed by the Contractor/Contractors, all expenses incurred on such works by the Company shall be recovered from the Contractor/contractors and if necessary be adjusted or set off against any sum payable to him/them under this or any other contract.

7. PLANT & EQUIPMENT AND STORES MATERIALS:-

i) The Company shall supply the following Capital Plant and Machinery required for excavation of the work. It includes (a) Headgear, Winding Engine, Boilers (b) Winches (c) Transformers, switches and cables (d) Drill, Drill transformers and drill cables, Compressor, Compressor air drill (e) Pumps and pipes (f) Ventilation fan with ducting (g) Explosives on recoverable basis (h) Pulley and any other Capital equipment not specified above depending on actual requirement to be decided by the Management. The maintenance of the machinery (Except Pumps) will be management's responsibility. The operation and routine maintenance of those machineries will be Contractor's responsibility.

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ii) Reasonable quantities of consumable stores like (a) Props, cogging and tramline sleepers (b) dognails fishplates fish bolts (c) Roof bolts, old haulage rope for roof stitching (to be cut into proper size by Contractor) will be provided by the Company free of cost. Other equipments necessary for works are to be provided by the Contractor/Contractors.

iii) The Contractor/Contractors shall make his/their own arrangements for all materials, tools, required for the contract which shall include the cost of lead, lift, loading, unloading, railway freight and any other charges for completion of the work to the entire satisfaction of the Company.

iv) Explosives and Detonators will be supplied by the Company from the Colliery Magazine on specific requisition only.

v) Channel, Sleepers and timbers etc. for temporary support will be supplied departmentally and also required Nos. of tubs for disposal of muck will be supplied departmentally.

vi) Erection of Temporary support is the responsibility of the Contractor/Contractors.

8. PERSONNEL AND SUPERVISORS:-

i) The Company will provide the requisite number of statutory staff only for conducting safety inspections and shot firing. All other personnel connecting with different jobs have to be provided by the Contractor/Contractors.

ii) Personnel for running the haulage, pumps, fan and track layers, packers, drillers, maker, explosive carriers, trammers etc. shall be provided by the Contractor/Contractors. However, certain categories of personnel may be provided by the Company depending on availability on specific requisition of the Contractor/Contractors and full wages including perquisite of these personnel whenever provided will be charged to the Contractor/Contractors and deducted from his/their running bills.

iii) The Contractor/Contractors shall supervise the execution of the contract himself/themselves or shall appoint at his own cost, a competent Supervisor/Agent approved by the Company to act in his/their stead. The Agent/Supervisor so appointed shall be available round the clock at the work site to receive instructions from the Colliery Manager/his authorized representative or Officer specially deputed for the purpose.

iv) Any procedure laid down by the Company to ensure proper with and desired execution of work shall be binding on the Contractor/Contractors. (v) The Contractor/Contractors shall carry out the work as per instructions and guidance given by the Colliery Manager/Agent or Officer specially deputed for the purpose who will have full powers to suspend/reject the work if it is not up to the specification or otherwise unsatisfactory without assigning any reason whatsoever.

vi) The execution of the work shall have to be done duly complying with statutory provisions in force as applicable to the works under this contract. The Colliery Agent will depute his authorized representative to ensure that the work is done as per statutory provisions.

vii) If the Contractor/Contractors fails/fail to execute the work as per procedure and schedule laid down by the Company or to comply with the statutory provisions the Colliery Manager/Agent shall be entitled if he so desires to appoint another Contractor/Contractors and/or to arrange for compliance of the statutory provisions and the extra cost involved in so doing will be recoverable from the defaulting Contractor/Contractors.

viii) The Contractor/Contractors shall maintain inspection book and any instruction given by the Colliery Manager or his authorized representative or any Officer specially deputed for the purposes shall be recorded in it and duly signed by the persons giving the instruction and the Contractor/Contractors or his/their authorized representative. Such instructions will rank as orders or notice in writing within the intent and meaning or conditions.

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ix) The Contractor/Contractors shall employ personnel commensurate with the required rate of progress and to ensure the quality of workmanship of the degree required as per the specification and to the satisfaction of the company.

9. MEASUREMENT:-

i) Underground bench mark will be established in underground for each drift where from all measurement will be made by the colliery Manager/Agent or his authorized representative in presence of the contractor/contractors or his/their authorized representative.

ii) The contractor /contractors or his/their authorized representative shall be present when the measurement for the work done are made by the Colliery Manager or his authorised representative. Any claim as to the Measurement/Protest /Complaint which he/they has/have to make shall be made in writing within seven days of the date of measurement to the Colliery Manager/Agent and a copy sent to the General Manager, SatgramSripurArea . No claim/protest/ complaints made after the expiry of 7th day as above shall be considered.

iii) The Contractors shall provide all facilities for conducting survey of the Progress as regards measurements, alignments and gradient etc.

iv) The Contractor/Contractors shall be responsible for maintenance of the alignment and gradient while drivage of the drift as given by Colliery Manager or his authorized representative and shall ensure that the work is as per specifications.

10.PAYMENTS:-i) No payment shall be made if the excavation is made less than the specified dimensions and no extrapayment will be made for works beyond the specified size at the rates given in the Annexure "C" or as per plans.

ii) The Contractor/Contractors may at intervals of not less than one month submit claims/ bills for payment on account of work done on the basis of the approved break up schedule or rates and items and duly certified by the Colliery Surveyor and Colliery Manager and Colliery Agent after measurements. The payments will be made by the Agent/Kalidaspur Project/Area Finance Manager, Satgram/ SripurArea. All bills shall be pre-audited and payment will be made by 'Account Payee' Cheque only as per terms and clause of Annexure 'B' at the rate submitted by the Contractor/

Contractors and agreed by the Company and given in Annexure 'C'.iii) As soon as possible after the completion of the works to the satisfaction of the Company, the Contractor/Contractors shall submit certified final bill and account which will be paid only after the deductions of all amount paid in an account bills etc. and all other dues recoverable.iv) The Security deposit shall be refunded to the Contractor/Contractors after satisfactory completion of the job, when the completion of the entire works is certified and final bills had been paid and the Contractor/Contractors has/have rendered a 'NO DEMAND' certificate as per clause 5 of Annexure 'B'.

11. TIME, DELAY, EXTENSIONS AND PENALTIES:-

i) The Contractor /Contractors shall start the work within 10 (ten) days after acceptance of the Contract letter and shall complete the work within 30(Thirty) Days from the date of acceptance.

ii) If the works are delayed:-a) Due to or as a result of declaration of an embargo or fire or acts of nature or any other contingency beyond the control of the Contractor/Contractors for which he/they has/have in the opinion of General Manager, Satgram/ Sripur Area taken in practical steps to avoid or reduce.

b) By reason of delay on part of his/their worker engaged by the company in executing some other works connected with relevant to the job or by reason or any other cause which is the absolute direction of the General Manager, Satgram/SripurArea, is beyond his/their control. All such cases of delay are to be brought to the notice of **Agent / Kalidaspur Project** with a copy to the General Manager, SatgramSripur Area within 24(twenty four)hours. There in any such case, the General Manager, Satgram/ SripurArea shall make a fair and reasonable extension in the completion date of the job. No claim in respect of compensation or otherwise, however, arising as a result of extension of the time granted as above shall be admitted.

iii) If the Contractor/Contractors fails/fail to complete the works before the stipulated date/sanctioned extended date, he/they shall without prejudice to any other right or remedy of Company on account of such breach, he is liable to pay compensation to the Company at the sole discretion of the General Manager, Satgram Area. Such compensation shall not exceed one percent of the contract value for every one month that the work remains uncompleted after the scheduled date. For the purpose of these conditions the contract value means the value of works as actually ordered including all deviations, orders on the Contractor/Contractors provided always that the amount of compensation to be paid under this clause shall not exceed 10(ten) percentage of the total contracted value.

iv) The amount of compensation may be adjusted or set off against any sum payable to the Contractor/Contractors under this or any other contract.

12. CONTRACT DOCUMENT:-

i) The several documents forming the contract are to be taken as mutually explanatory of one another and so every part of each shall be read with and in the context of other details as it may be practicable to do so.

ii) Any error in the description in Annexure 'A' and 'C' or any omission therein shall not vitiate the contract or release the Contractor/Contractors from the execution of the whole or any part of the works comprised therein or from any of his/their obligation under the contract.

iii) In the event of a discrepancy between in words and figures quoted the description in words shall prevail.

iv) In the event of an error occurring in the amount column of Annexure 'C' as a result of wrong extension of unit rate and quantity the unit rate quoted in price break up details shall be regarded as firm and the extension shall be amended on the basis of such rates.

ANNEXURE- "B"

(GENERAL TERMS& CONDITIONS)

1. DEFINITION:-

- i) The word ' Department' or 'Company or 'Authority' or 'Employer' wherever occurs in the conditions means the Eastern Coalfields Limited, A Subsidiary of Coal India Limited, Kolkata represented by the General Manager, Satgram Area of the Eastern Coalfields Limited or his authorized representative or any other Officer specially deputed for the purpose.
- ii) The word Contractor/Contractors whenever occurs means the persons or Association of persons who has/have deposited the necessary Security money and has/have accepted the contract of work and executed the Agreement.
- iii) 'Engineer-in-Charge' means the **Project Officer/Agent Kalidaspur Project** or any other person authorized by the Employer.

2. RESPONSIBILITIES OF THE CONTRACTOR/CONTRACTORS:-

- i) The Eastern Coalfields Limited reserves the right to let other Contractor in connection with the Project and the Contractor/Contractors shall co-operate in the execution of his/their works.
- ii) The Contractor/Contractors shall keep on the work during the progress a Competent person and necessary assistance who shall represent the Contractor/ Contractors in his/their absence. Important direction shall be confirmed to the Contractor/Contractors in writing, if the Contractor/Contractors in course of the works find any discrepancy between the drawing forming part of the contract documents and the physical conditions of the locality or any error or omission in drawing except those prepared by himself/themselves and not approved by the department it shall be his/their duty to immediately inform the Colliery Manager in writing and the Colliery Manager shall verify the same. Any work done after such discovery and without intimation as indicated above will be done at the risk of Contractor/Contractors.
- iii) The Contractor/Contractors shall employ only competent, skillful and orderly men to do the work. The Colliery Manager or his authorized representative or any other Officer specially deputed for the purpose shall have right to ask the Contractor/Contractors who in his opinion is undesirable and the Contractor/Contractors will have to remove him within three hours of such orders.
- iv) Precautions shall be exercised at all times for the protection of persons(including employees) and property. The safety required or recommended by all applicable laws, codes, statutes and regulations will be observed. In case of accidents he/they shall be responsible for the compliance with all the requirements imposed by Workmen's Compensation Act or any other laws in force and shall indemnify the Company against any claim on this account. All the scaffoldings, ladders and such other structures which the workmen are likely to use shall be examined by the Colliery Manager or his authorized representative or any other Officer specially deputed for the purpose whenever they want and the structure must be strong, durable and of such construction as required by them. In no case any structure condemned by the Colliery Manager or his authorized representative or as above shall be kept on work and such structures must be pulled down within three hours of such condemnation and any certificate or instruction however shall in no way detract the Contractor/ Contractors from his/their responsibility as an employer as the Company shall in no way be responsible for any claim.

- v) The Contractor/Contractors shall familiarize himself/themselves and will be governed by all laws and rules of Indian and Legal Statute and orders and regulations applicable to him/their work.
- vi) The Contractor/Contractors shall furnish the Colliery Manager or his authorized representative with the reports from time to time regarding the Contractor/Contractors' Organization and the progress made by him/ them in the execution of the work as per contract agreement.
- vii) The Contractor/Contractors shall make his/their own arrangement for all staff and labour required for the contract, which shall include cost of recruiting expenses and any other charges for the completion of the work to the entire satisfaction of the Company. The Contractor/Contractors shall make his/their own arrangement for the accommodation and other facilities to his/their workers.
- viii) The work or part of work shall not be sublet to any other Party unless approved by the General Manager, Satgram Area, Eastern Coalfields Limited in writing.
- ix) The Contractor/Contractors shall not pay less than the minimum wages as recommended by HPC to the labour engaged by him/them or as per NCWA-X. in the Coal Industry as per agreement between Management and Union, Minimum Wages Act or such other legislation or Award as may enforce or may come into force, and this matter the decision of the Company shall be final and binding.
- x) The Contractor/Contractors shall be entirely responsible for the payment of all dues to the workers employed by him/them as per Awards, Regulations, Acts in force or that may be come into force and shall strictly abide by the Rules laid down in Contract Labour(Regulation and Abolition)Act and any violation of the provisions will automatically entail termination of this contract with consequent forfeiture of Security Deposit/Suspension of payment.
- xi) In case the Contractor/Contractors fails/fail to pay to the workers employed by him/them their dues, the Company reserves the right to pay such workers their dues and deduct the amount from the Contractor/Contractors bill/Security Deposit held by the Company.
- xii) The Contractor/Contractors shall in addition to any indemnify provided by law, indemnify the Company against all liabilities whatsoever arising out of the Workmen's Compensation Act, 1923 or any enactment and amendments there to and shall be wholly responsible for observance of all Statutory Rules and Regulations under any act or award of the Government in force in matters relating to the employments, payment and retrenchment of labour. No claim shall lie against the Company for damage done by any act of God or on account of circumstances beyond the Company's control.
- xiii) If any matter which is not expressly provided for or against these conditions on any matter or practice prejudicial to the interest of the Company or the Public, the Company may call upon the Contractor/Contractors to remedy, modify or remove such matters or practice and this shall be binding on the Contractor/Contractors.
- xiv) Attendance of contractor's employees shall be through biometric attendance system.

3. STATEMENT OF APPROXIMATE QUANTITIES, VARIATION, ADDITIONS, ALTERATIONS, DRAWINGS AND SPECIFICATIONS:-

- i) The scope of work and quantities noted in Annexure 'A' are approximate and no claim shall be made against the Company for reduction or enhancement of quantities.

ii) Any item of the work provided in the Annexure 'C' may be omitted at the option of the Company and no claim shall lie against the Company on that account.

iii) The Colliery Agent/Manager /officer specially deputed for the purpose shall have Power to make any alternation in or additions to the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and Contractor/Contractors shall be bound to carry out the work in accordance with any instructions which might be given to them in writing signed by the colliery Agent/Manager/Officer specially deputed for the purpose and such alternations shall not invalidate the contract and any additional work which the Contractor/Contractors may be directed to do in the manner above specified as part of the work shall be carried out by the contractor/Contractors on the same conditions in all respects on which they agreed to do the main work and the same rate as per specified in tender for the main work.

iv) The time of completion of the work shall be extended in the proportion that the additional work bears to the original contract work and the certificate of the Colliery Agent/Manager/Officer specially deputed for the purpose shall be conclusive as to such proportion and if the additional work include any class of work for which no rate is specified in this contract, then such rate shall be fixed as follows:-

a) If the items exist in the Company's schedule of rates, it will be paid for at the scheduled rate plus or minus the average percentage by which the tendered rates as quoted by the Contractor/Contractors for items is above or below the scheduled rates.

b) If the said items do not exist in the Company's schedule of rates when the Colliery Agent/Manager/Officer shall frame a new rate specially deputed for the purpose on the current market rates of material and labour involved. In case of any difference between the Contractor/Contractors and the Colliery Agent/Manager/Officer specially deputed for the purpose as to the work and the fixation of the rates the matter may be referred to the General Manager, Satgram Sripur Area, whose decision shall be final and binding on the Contractor/Contractors provided always that.

1) The Contractor/Contractors shall not be entitled to any additional work done unless he/they have received in order in writing from the Colliery Agent/Manager/Officer specially deputed for the purpose for such additional work.

2) The Contractor/Contractors shall submit his/their claim for any such additional work done during any month along with the bills accompanied by the instructions for such additional work. The Contractor/Contractors shall not be entitled to any payment in respect of such additional work. if he /they fail to submit his/their claim as aforesaid.

v) The work shall conform strictly to the drawing and specifications. This work will not however, prejudice the Company's right to alter, increase, modify, reduce or amend the work or any items thereof in which case the Contractor/Contractors will have no claim to any payment or compensation whatsoever on account of any profit or advantage which he/they might have derived from the execution of the work in full but for the reduction in work consequent upon such alteration or curtailment.

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vi) The work may be stopped at any time by the Company giving the Contractor/Contractors or his/their Agent on the works, thirty days(a month) notice in writing and the measurement of the works shall be made by the Colliery Agent/Manager or his authorized representative concerned at any time fixed by him in writing subsequent to the expiry of the said notice. The measurement shall be carried out at the said appointed time notwithstanding whether the Contractor/Contractors is/are present or not. On payment for the work done and approved, as ascertained by the said measurement the Contractor/Contractors shall not be entitled to claim any damage or compensation on that account.

vii) Any claim also the measurement which the Contractor/Contractors has/have to make shall be made in writing within seven days of the date of measurement taken by the Colliery Agent/Colliery Manager or his authorized representative as aforesaid and any claim in respect of such measurement made more than seven days after the taking of such measurement shall be deemed to have been waived by the Contractor/Contractors and would not be maintainable.

4. RATES, MATERIALS AND WORKMANSHIP:-

i) Accurate records of materials supplied by the Company shall be maintained by the Contractor/Contractors in a register which is signed by both authorized representatives of the Colliery Agent/Manager and the Contractor/Contractors and shall be opened to check by the Colliery Agent/Manager or the Officer specially deputed for the purpose.

ii) The Company will have full and final authority to reject any work due to a defect therein and the Contractor/Contractors shall forthwith remedy the defects at his/their own expenses and no further work will be done till such item as the defect is removed to the entire satisfaction of the Colliery Agent/Manager/Officer specially deputed for the purpose.

iii) The Contractor/Contractors shall be responsible for correct and complete execution for the work in a workmen like manner with the materials as per specification which shall always be subject to the approval of the Company at all stages of work.

iv) The Contractor/Contractors shall give not less than one week's notice to the Company before covering up or otherwise placing beyond the reach of measurement any work in order that the same be measured and finally inspected and shall not cover up or otherwise place beyond reach any work without the written consent from the Company failing which any such work may be uncovered at the Contractor/Contractors expenses.

v) All materials, tools and plants brought shall be deemed to be held in lien by the Company and the Contractor/Contractors shall not have the right to remove the same from the site without the written permission of the Colliery Agent/Manager or Officer specially deputed for the purpose.

5. PAYMENTS:-i) Security Deposit:-

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.

3% Performance Security will be refunded within 14 days of issue of defect liability certificate (taking over certificate with a list of defects). Retention money will be refunded after issue of No Defect Certificate by the Engineer-in-Charge on the expiry of Defect Liability Period of six months

The total Performance Security Deposit shall be 5% (Five percent) of the contract value. Security Deposit will not carry any interest. The Contractor shall submit within **21 days of issue of LOA/Award of work**, the balance 5% (Five) percent of awarded value. In case, where agreements are not required to be executed, balance of Performance Security Deposit should be deposited within the period to be mentioned in the work order and under no circumstances the period should be prior to commencement of any payment made to the contractor. The balance security deposit shall be recovered from first four or less running on account bills of the contractor to be submitted for the work done under the contract.

ii) All running on account bills shall be paid at 95% (ninety five percent) of work value. The balance 5% (five percent as Retention Money) so accrued shall be paid along with the final bill.

iii) Refund of Security Deposit:- The refund of security deposit shall be subject to Company's right to deduct/appropriate its dues against the Contractor under this contract or under any other contract. On completion of the entire work and certified as such by the Engineer –In-Charge and on passing of the final bill by the Department, 3% Performance Security will be refunded within 14 days of issue of defect liability certificate (taking over certificate with a list of defects). Retention money will be refunded after issue of No Defect Certificate by the Engineer-in-Charge on the expiry of Defect Liability Period of six months, subject to the conditions. defect/ defects in the work, if detected after issue of completion certificate is/are rectified to the satisfaction of the Engineer-in-Charge within the said period of six months.

iv) Forfeiture of Earnest Money:- According to the prevalent standard practice Earnest Money is paid by each Tenderer to enable the Company to ensure that the Tenderer does not refuse to execute the work after it has been awarded to him. In cases where the Tenderer fails to commence the work latest within one month of award of work or handing over site, whichever is earlier, the Earnest Money shall be absolutely forfeited to the Company. In case where decision has been taken to forfeit Earnest Money of the Tenderer for valid reasons, it is necessary to issue requisite notice to defaulting contractor.

v) Refund of Earnest Money:- The Earnest Money will be refunded to the unsuccessful Bidder on finalization of the Award or on rejection of his Bid or at the expiry of the validity period of the Tender (unless extended) whichever is earlier and earnest Money should be refunded, on request from unsuccessful bidder. The Earnest Money of the successful bidder will be retained by the Department as part of the Security Deposit for due fulfillment of the contract and will not carry any interest.

vi) The Contractor/Contractors may at intervals of not less than one month submit claims/bills for payment on account of work done on the basis of approved break up, the Colliery Agent/Manager shall arrange for scrutiny and certification of the same duly measuring physically and recording the measurement of works which fail to be measured in details and recording the description of work carried out.

vii) Any sum due from the Contractor/Contractors on account of transporting of stores or any other matter provided by the Company shall be deducted from the first of next/subsequent on account of payment.

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viii) No interest is payable on accounts withheld under the items of agreement.

ix) The Company shall at liberty to deduct from the Security deposit or from any other sum due or to become due under this contract, all sums that become due to the Company. All bills shall be pre-audited before payment will be made by Cross Account Payee Cheque only.

6. DATE OF COMMENCEMENT, RATE OF PROGRESS:-

i) The Contractor/Contractors shall submit the time bound work schedule with all perfections along with the tender showing the order in which he/they proposes/propose to carry out the work considering all salient features.

ii) The Contractor/Contractors shall commence the work within 10(ten) days from the acceptance of the Work Order/Contract letter or handing over of the site whichever is later and shall complete the same on or before the date of completion specified in the agreement.

iii) The time allowed for carrying out the work as entered in the contract agreement shall be strictly observed by the Contractor/Contractors and he/they shall carry out the work of Contract throughout with all diligence according to the schedule and the Contractor/Contractors shall be liable for the forfeiture of the Security deposit in case he/they fail to execute the contract fully in time.

iv) If for any reason, the Contractor/Contractors fails/fail to execute the works as per procedure laid down by the Company, the Company will be at liberty to appoint another Contractor after giving the Contractor/Contractors ten days notice in writing and the extra cost incurred in getting the job done will be recoverable from the Contractor/Contractors bill. The Contractor/Contractors will have no claim for compensation for any loss sustained by him/them owing to such action.

7. FINAL BILL:-

i) As soon as possible after completion of the works to the satisfaction of the Company, the Contractor/Contractors shall submit certified final bill and account. It shall be accompanied by abstracts, relevant vouchers, the copies of working drawing, technical documents showing therein all additions to an alterations etc. in the process of execution.

ii) If any sum found due and payable to the Company from the Contractor/Contractors in connection with any other contract/contracts the Company shall have right and liberty to adjust the same out of their dues under this or other contracts.

iii) The Contractor/Contractors shall be paid full and final payment only after deductions of all amounts paid in on account bill and all dues recoverable etc. or payable to the Company under virtue of the contract.

8. Deviation not permitted:-No deviation from stated terms would be considered for the purpose of tender. Tenderer making any deviation shall be done at his own risk, making his proposal liable for rejection

9. Composite price:-

Price quoted shall be inclusive of all taxes and duties whether local, provincial or Central Tax or Cess.

10. Contract Agreement:-

The successful tenderer shall within one month after award of contract enter into an agreement with the Company at the cost of successful Contractor.

11. Escalation: - The tenderer are advised to give their proposal in firm price basis. No. escalation whatever it may be shall be given.

12. Settlement of disputes:-

In the event of any dispute or difference in opinion between the local management and the Contractor relating to the interpretation and application of the provision of tender, such disputes or difference shall be referred to the General Manager, Satgram/SripurArea and his decision shall be final and binding to both the parties.

13. Contractors' Employees: -

- i) The Contractor shall provide and employ workers for the execution and maintenance of work complying all the provisions of statute, circulars, Awards etc enforced in Coal Mines in India.
- ii) The Contractor shall provide to his workers all Safety materials such as shoes, belt, helmet etc. during their employment as per Statute.
- iii) The Contractor shall be responsible to follow and implement the Rules, Regulation and by laws under Mines Act .He shall ensure, his employees are conversant with safe practice of work.
- iv) Contractor is to ensure that the workers deployed by him for underground works should be V.T.trained.
- v) The Contractor shall make payment to his workers and employees at a place and dates approved by the Company and the Company may arrange for witnessing such payment by his representative.
- vi) The Company shall not be liable for or in respect of any damage or Compensation payable as per law in respect or in consequence of any accident or injury to any workmen or other person in the employment of Contract.
- vii) Contractor's men will be liability of the Contractor and their employment with Contractor work automatically terminate along with the Contractor as soon as the work assigned to the Contractor is completed.
- viii) The Contractor should rigidly follow the Coal Mines P.F Act/Scheme for their workmen.
- ix) The Contractor shall have to ensure implementation of CMPF and Miscellaneous Provisions Act 1948 and allied Scheme framed there-under in respect of Contractor Workers deployed by him and will have to recover statutory dues and deposit the same along with employer's contribution (Contractor's Share) to the respective CMPF Office and to submit statutory returns under intimation to Principal Employer, General Manager, Satgram/SripurArea
- x) The Contractor should maintain statutory register as required under different Act/Rule.

14. TERMINATION OF CONTRACT:-

i)The Contract may be rescinded and terminated by giving 30(thirty) days notice in writing by the General Manager, Satgram/SripurArea if it is found by the Colliery Agent/Manager/Officer specially deputed for the purpose that (a) the work is not progressing satisfactorily according to time schedule or is not likely to be completed within the stipulated time or (b) the explanation given by the Contractor/Contractors in reply to the notice in writing asking reasons for such delay is not found satisfactorily or (c) the Contractor/Contractors is/are not complying with the terms and conditions(d) Contractor/Contractors has/have committed irregularities under Clause 2(viii) above or (e)If it is found that information furnished by the Contractor/Contractors at the time of tender provided to be false.

ii) On receipt of such notice of termination, the Security Deposit and other dues of the work or any other work under the Company may be forfeited and brought under the absolute disposal of the Company unless allowed physically by the General Manager, Satgram/Sripur Area and the Contractor/Contractors would be entitled to payment for work actually done up-to the date of termination except in case of condition (d) above recoveryof all dues for stores etc. And amount to be paid will be decided by the Company.

I agree with the above terms and conditions.

Signature ofthe Contractor/Contractors.

CONDITIONS OF CONTRACT**1. Definition: -**

1.1 Employer means Eastern Coalfields Limited being its registered Office at Sanctoria, P.O. Dishergargh, Dist. Paschim Bardhaman, West Bengal, which term shall unless excluded by or repugnant to the context be deemed to include its any other successor Company as the case may be and represented by the General Manager, Satgram Area or his authorized representative or any other Officer specially deputed for the purpose.

1.2 The word Contractor/Contractors whenever occurs means the persons or association of Persons who has/ have deposited the necessary Security money and has/have accepted the contract of work and executed the agreement.

1.3 Engineer-In-Charge means by **Agent/ Project Officer Kalidaspur Project** or any other person authorized by the Employer.

2. Scope of Contract.

2.1 Construction of 04 (Four) Nos Haulage Foundation at 3EL , 12 South Dip ,41EL & 49 WL for development in R - IX A Seam of Kalidaspur Project under Satgram Sripur Area as per instruction of Agent Kalidaspur Project or his authorized representative

2.2 Temporary supporting by wooden props, supplied departmentally and supporting would be done at the cost of Contractor as and when required.

2.3 Surface and underground handling of support materials both temporary and permanent supports would be done by the Contractor.

2.4 Disposal of muck as per direction of the Engineer-In- Charge, the rate of which has already been included in drivage cost.

2.5 Dewatering of water by face pump should be done by the Contractor at his own cost.

2.6 Ventilation by Auxiliary fan and using rigid/flexible ducts supplied by the department should be done by the Contractor.

2.7 Roof dressing should be done by the Contractor.

3. Responsibility of the Contractor:-

3.1 The Contractor shall adhere to the specification laid down in the tender document during execution of work subject to the modification by the management, if necessary.

3.2 The Contractor shall make his own arrangement for transporting all the plant and materials from surface/underground to the work site and their fittings. All such works are to be done as per statute and their fittings. All such works are to be done as per statute and instruction/direction of the management.

3.3 All ancillary works such as fitting of the pumps/pipes and its extension, the fitting auxiliary fan with its ducting, its extension, the Compressor with compressed air pipe fittings , its extension, laying of track and its extension are the responsibilities of Contractors. Minor repair/maintenance of all Plant and Machineries will be responsibility of the Contractor.

3.4 All persons for any work connected with drift drivage except statutory personnel like Overman /Mining Sirdar /Shot-firer, whatsoever required for the jobs are to be provided by the Contractor.

3.5 The Contractor shall keep during the progress of work a competent Supervisor and necessary assistance who shall represent the Contractor in his absence.

3.6 Precaution shall be exercised at all times for the protection of the persons including employees and properties. The safety required or recommended by the Mines Act, 1952 and other applicable laws, codes, statutory, rules and regulation will be observed. In case of accident, he shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws enforce and shall indemnify the Employer against any claim on this account.

3.7. All taxes whether local, Municipal, provincial or Central etc. and Cess, royalties etc. those are payable shall be to Contractor's accounts and shall be deemed to have been included in the contract for the work to be executed by him.

3.8 The Contractor shall not pay less than the minimum wages to the labours engaged by him as recommended by HPCor as per legislation, award or agreement as may be enforced in Coal Industry in this matter.

3.9 All account shall be maintained in English and Employer shall have the right of access and instruction of all such books or accounts etc. relating to the payment to the labour as may be considered necessary and the Employer may arrange for witnessing the payment to the labors by its representative. All records must be maintained and preserved till five years after the end of contract. All measurement books will be preserved as per procedure of the Company.

3.10 The Contractor shall make payment to his workers and employees at a place and on date approved by the Employer and the Employer shall have the right to deduct from any sum due or which may be due to the Contractor any amount required for making good the loss suffered by the Contractors' workers by reason for non-fulfillment by the Contractor for the benefit of the worker's non payment wages etc. or unjustified deduction made from their wages under Contract Labour Abolition and Regulation Act.

3.11 No claim shall lie against the employer for damage done by act of God or nature or on account of circumstances beyond the employer's control.

3.12 The Contractor shall provide to his workers all safety materials as Shoes, Helmets, and Belts etc. during their employment as per statute.

3.13 The Contractor shall release all labour local or otherwise after completion of work before claiming final bill.

3.14 The Contractor should maintain statutory register as required under different Act/Rules.

3.15 The Contractor should rigidly follow the Coal Mines P.F. Act/Scheme for their workmen.

“ The Contractor shall have to ensure implementation of CMPF and Miscellaneous Provisions Act, 1948 and allied scheme framed there-under in respect of Contractor workers deployed by him and will have to recover statutory dues and deposit the same along with employers' contribution (Contractor's Share) to the respective CMPF Office and to submit statutory returns under intimation to Principal Employer ”.

3.16 **Ex-Gratia (Applicable for Mining Activities Only):** Contractor is required to obtain group personal accident insurance to cover Ex-gratia payment of ₹ 15 Lakhs in case of death contractors' workers in fatal mine accidents as certified by DGMS during the contract period and the liability solely will rest with the contractor. (**Refer GTC for further details**).

NOTE: Mining Activities (as defined under section 2(h), (j) & (k) of the Mines Act-1952) including washery, CHP and Railway siding.

4. Responsibility of the Company:-

4.1. The Company shall provide the following: -

a) Compressor/Compressed Air, Drill/Drill panel/Drill cable/Drills/Auxiliary Ventilation with its ducting/tubs/rails/haulage/motors/wooden props for temporary supporting.

b) Cap lamp, flame safety lamp that are to be returned at the end of the shift. The contractor is liable to be charged for any damage to or loss of any Cap lamps by Contractor workers at a rate fixed by Engineer-In-Charge.

c) All explosives and detonators, on recoverable basis.

d) Exploder without battery.

e) Electricity free of cost with cable and switches as required.

f) Statutory Personnel viz. Over man/Mining Sirdar/Shot-firer.

5. The Company shall not provide free medical facilities to the employee of the Contractor.

6. No mobilization advance will be entertained by the Company.

7.(a) The rate quoted by the Contractor will remain firm in spite of any amendment of Labour Wages or Escalation or Market price.

(b) The rates quoted are for finished work inclusive of all materials of construction (c)

Materials: -The employer will have full and final authority to reject any materials or work due to defect their and the Contractor shall forthwith make remedy to the defects at his own expenses and no further work shall be done in connection with the particular job till such times the defect is removed to the entire satisfaction of the Engineer-In-Charge.

(d) If at any time materials of construction is declared unsuitable by the Engineer-In-Charge such materials shall be forthwith removed from the site at Contractor's cost.

(e) Accurate record of materials if supplied by the Employer shall be kept open to check by the Engineer-In-Charge or his authorized representative.

(f) The account of materials shall also be maintained in a register by the Contractor which shall be signed both by the authorized representative of the Engineer-In-Charge and the Contractor himself.

(g) Bricks:-Bricks shall of 1st class quality and of uniform size , shape, colour and must be well burnt so as to give a clear ringing sound when struck and should not break when thrown on the ground or against other bricks.

(h) Sand:- Sand will be clean, sharp and coarse and free from all impurities.

(I) Cement Mortar:- The mortar shall consist of cement and sand mixed in proportion defined in the price bid of Tender document.

8. No accommodation will be provided by ECL to Contractor's workers

9. The quantities noted in NIT are approximate and no claim shall be made against the Employer for reduction or enhancement of quantities.

10 The contractor shall not be entitled to any payment for any additional work done unless he received an order in writing from the Engineer-In-Charge for such additional work

11. Any item of work provided in the schedule and found not necessary during the progress of the work may be omitted at the option of the employer and no claim shall lie against the Employer on that account.

12) All materials, tools and plant brought to the site by the Contractor shall be deemed to be held in lien of the employer and the Contractor shall not have the right to remove the same from the site without the written permission of the Engineer-In-Charge.

13. Default of Contractor in compliance:- In case of default on the part of the Contractor in carrying out such order, the Employer shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the Employer or may be deducted by the Employer from any money due or which may become due to the Contractor.

14. Time of completion:- The total time shall not exceed **30(Thirty) Days** for the job.

15. Payment:- Payment will be made as per Clauses of Tender document

16. For any sudden stoppage of work at the Employer's Notice for circumstances beyond control of the Employer, no claim for idle labour or compensation will be entertained.

17. Settlement of dispute:- In the event of any dispute or difference in opinion between the local management and Contractor relating to the interpretation and application of the provision of tender, such dispute or difference shall be referred to the General Manager, Satgram Area and his decision will be final and binding to both parties conclusively.

18. Measurement:- The quantities set out in specification of works are the estimated quantities of the work but they are not to be taken as the actual and correct quantities of work to be executed by the Contractor.

19. Quantities of excavation, masonry work shall be considered for payment only within the specified dimension. Over excavation, if any, shall be the responsibility of the Contractor and the Company will not pay any extra amount for the same.

20. Contractor's men will be liability of the Contractor and their employment will automatically terminate along with the contract as soon as the work assigned to the Contractor is completed.

SIGNATURE OF THE CONTRACTOR

