



WESTERN COALFIELDS LIMITED
OFFICE OF THE GENERAL MANAGER (CMC)
COAL ESTATE CIVIL LINES, NAGPUR – 440 001.
Ph.No. (0712)-2510048 Fax : (0712)-2510048
WCL website <http://westerncoal.gov.in>
or **Govt. website of <http://tenders.gov.in>**
or **CPPP website of <http://eprocure.gov.in>**

Ref.No. WCL/GM(CMC)/NGP/ 858

Date: 10.08.2015

FORMAT

Name of Area	Nagpur Area.
Name of Sub Area	Kamptee Sub Area.
Tender Title	hq-cmc-p-34-2015-16 of Loading & transportation Coal at Inder UG to OC Mine of Nagpur Area.
Tender Ref No.	WCL/GM(CMC)/ NGP/ 858 , Date: 10.08.2015
Product Category	Mining/Coal Transportation
Tender Value	Rs. 6,39,57,306/-
EMD	Rs. 6,39,600/-
Tender Type	Work Contract
First Announcement Date & Time	18.08.2015 at 17:00.
Last Date & Time of Submission	08.09.2015 up to 17:00
Date & Time of opening of Part-I	11.09.2015 at 11:30
Tender Description	PART-(A): Job No. (1): Transportation of coal from coal stock yard of Inder UG to OC mine after weighment at weighbridge of Inder UG to OC to feeder breaker of Kamptee UG to OC mine, by hiring of tippers, loaded by hired pay loaders & unloading the same in to feeder breaker after weighment at weighbridge No.2 of Kamptee UG to OC Mine. Job No. (2): Transportation of crushed coal loaded directly into the tippers from chute of Kamptee UG to OC mine after weighment at colliery weighbridge No.1 to dumri Khurd railway siding and unloading at Platform, by hiring of tippers, re-weighment at weighbridge of Dumri Khurd Railway siding. PART(B): Job No. (3): Loading of coal from stock yard of Inder UG to OC into tippers/ trucks of road sale by hiring of equipment such as pay loader.
Contact Person Name	Shri J.B.Baba
Designation	Sr. Manager(Mining)/CMC
Telephone Number with STD code	0712-2510737
Prequalification (if any)	As per NIT.

General Manager (CMC)
WCL HQ. Nagpur.



WESTERN COALFIELDS LIMITED
OFFICE OF THE GENERAL MANAGER (CMC)
COAL ESTATE CIVIL LINES, NAGPUR – 440 001.
Ph.No. (0712)-2510048 Fax : (0712)-2510048
WCL website <http://westerncoal.gov.in>
or Govt. website of <http://tenders.gov.in>
or CPPP website of <http://eprocure.gov.in>

TENDER DOCUMENT

e-TENDER NOTICE No. 34/2015-16

Ref. No. WCL/GM(CMC)/NGP/858

Date: 10.08.2015

NAME OF WORK :	PART-(A): Job No. (1): Transportation of coal from coal stock yard of Inder UG to OC mine after weighing at weighbridge of Inder UG to OC to feeder breaker of Kamptee UG to OC mine, by hiring of tippers, loaded by hired pay loaders & unloading the same in to feeder breaker after weighing at weighbridge No.2 of Kamptee UG to OC Mine. Job No. (2): Transportation of crushed coal loaded directly into the tippers from chute of Kamptee UG to OC mine after weighing at colliery weighbridge No.1 to dumri Khurd railway siding and unloading at Platform, by hiring of tippers, re-weighment at weighbridge of Dumri Khurd Railway siding. PART(B): Job No. (3): Loading of coal from stock yard of Inder UG to OC into tippers/ trucks of road sale by hiring of equipment such as pay loader.
Date and time of closing the tender : →	08.09.2015 at 17:00
Date and time of opening the tender : →	11.09.2015 at 11:30

General Manager (CMC)

WESTERN COAL FIELDS LIMITED

OFFICE OF THE GENERAL MANAGER (CMC)
COAL ESTATE, CIVIL LINES,
NAGPUR -440001

e-TENDER NOTICE No. 34/2015-16

I N D E X

Contents	Page No.
PART – I (BID DOCUMENT)	
1 Notice Inviting e-Tender	4 TO 12
2 Instruction to Bidder & Check List	13 TO 26
3 Conditions of contract	27 TO 48
4 Formats for Bank Guarantee for Bid Security/ Performance B.G, Affidavits etc., Annexure – A to K.	49 TO 78
5 Price Bid	79 TO 81

WESTERN COAL FIELDS LIMITED

**OFFICE OF THE GENERAL MANAGER (CMC)
COAL ESTATE, CIVIL LINES, NAGPUR – 440 001.**

Ph.No. (0712)-2510048 Fax : (0712)-2510048, email: gmcontracts@westerncoal.gov.in

Ref. No. WCL/GM(CMC)/NGP/858

Date: 10.08.2015

e-TENDER NOTICE No. 34/2015-16

Digitally signed and encrypted e-Tenders are invited under Two Part system followed by reverse auction on-line on the e-tendering portal of Western Coalfields Limited www.tenderwizard.com/WCLCMC from the reputed and experienced contractors having Digital Signature Certificate (DSC) of minimum class-III type (with signing & encryption certificate) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India which can be traced up to the chain of trust to the root certificate of CCA, for the following work:

Particulars of Job	Quantity (in Te)	Time of Completion	Approximate Value (Rs.)
1. Description of work:- <u>PART-(A):</u> <u>Job No. (1):</u> Transportation of coal from coal stock yard of Inder UG to OC mine after weighment at weighbridge of Inder UG to OC to feeder breaker of Kamptee UG to OC mine, by hiring of tippers, loaded by hired pay loaders & unloading the same in to feeder breaker after weighment at weighbridge No.2 of Kamptee UG to OC Mine. Minimum daily rate of transportation: 1600 Te. Lead : Average 3.65 Km	5,70,000 Te.	12 (Twelve) months for whole work.	Rs. 2,35,41,000/-
<u>Job No. (2):</u> Transportation of crushed coal loaded directly into the tippers from chute of Kamptee UG to OC mine after weighment at colliery weighbridge No.1 to dumri Khurd railway siding and unloading at Platform, by hiring of tippers, re-weighment at weighbridge of Dumri Khurd Railway siding. Minimum daily rate of transportation: 1600 Te. Lead : Average: 11.70 Km	5,70,000 Te		Rs. 3,99,96,900/-
<u>PART(B):</u> <u>Job No. (3):</u> Loading of coal from stock yard of Inder UG to OC into tippers/ trucks of road sale by hiring of equipment such as pay loader. Minimum daily rate of loading: 300 Te.	1,30,000 Te		Rs. 3,67,900/-
Total value of Job No. 1,2 &3 excluding service tax			Rs. 6,39,05,800/-
Service tax @14% of total value of (PART-B) Job No.(3):Rs.51,506/-			
Total Value of work excluding service tax of PART(A) & including service tax @14% of (PART-(B) Job No.(3): Rs.6,39,57,306/-			
(Total value: Rupees Six Crores, thirty nine lakhs, fifty seven thousand & three hundred six only)			

Estimate is based on the diesel price of Rs.54.20 per litre.

Note: The Bid document will be available on the following websites for downloading at free of cost.

1. www.tenderwizard.com/WCLCMC
2. <http://www.westerncoal.gov.in>
3. <http://tenders.gov.in>

2. Time Schedule of Tender

S.No.	Particulars	Date	Time (hh:mm)
1	Tender e-Publication date	18.08.2015	17:00
2	Document download start date	19.08.2015	10:00
3	Document download end date	08.09.2015	17:00
4	Bid submission Start date	19.08.2015	10:30
5	Bid submission end date	08.09.2015	17:00
6	Start date for seeking Clarification online	19.08.2015	10:00
7	Last date for seeking Clarification online	29.08.2015	17:00
8	End date for providing clarification by WCL online	03.09.2015	17:00
9	Last date of receipt of EMD in case of offline payment through DD/BC/BPO/BG(as applicable) at the office of GM(CMC), WCL HQ, Nagpur	10.09.2015	10:00 to 17:00 (Mon to Fri) 10:00 to 13:30 (Sat)
10	Last date of receipt of original affidavits at the office of GM(CMC), WCL HQ, Nagpur	10.09.2015	10:00 to 17:00 (Mon to Fri) 10:00 to 13:30 (Sat)
11	Part-I Bid Opening date	11.09.2015	11:30

If the numbers of bids received up to the bid submission end date are less than three, the bid Submission end date and also other relevant dates as per time Schedule of e-Tender (Ref. table above) shall be extended automatically by 2 days. In this extended period any new bidder can submit his tender online. However, the existing bidder(s) will be allowed to modify his/their submission as per provision of **Clause 12**. If up to the extended end date of bid submission, the number of bids received online remains less than three, the extended bid Submission end date and also other relevant dates as per modified time Schedule of NIT shall be extended automatically by further 5 days. In this extended period any new bidder can submit his tender online. However, the existing bidder(s) will be allowed to modify his/their bid as per provision of **Clause 12**. If up to second extended end date of bid submission, the number of bids received online remains less than three, the bid(s) received shall be opened without any further extension.

3. DEPOSIT OF EARNEST MONEY

3.1 **Rs. 6,39,600/- (Rupees Six lakhs, thirty nine thousand & six hundred only)** as Earnest Money/ Bid Security (1% of the annualized value of estimated cost/estimated cost whichever is less, rounded off to nearest hundred rupees subject to maximum of Rs. **100** lakhs can be deposited by following modes:

3.2 Deleted.

3.3 Deleted.

3.4 Bidders can deposit EMD in the form of Demand draft(DD)/Banker's Cheque (BC) Banker's Pay order (BPO) from any Scheduled Banks drawn in favor of **Western Coalfields Limited**, Payable at **Nagpur** irrevocable Bank Guarantee (BG) from any Scheduled Banks, in the format given in the Bid document. Bank guarantee issued by outstation bank branch shall be operative at their local branch at **Nagpur** Or at branch **Nagpur**. The validity of such BG should be minimum up to **23.03.2016 (EMD in the form of BG shall be acceptable only when for Earnest Money exceeds Rs. 5.00 lakhs)**

3.5 EMD through DD/BC/BPO/BG, the bidder has to furnish the DD/BC/BPO/BG Number, date of issue, expire date, amount and name of issuing bank, while submitting the tender online and also scanned copy of DD/BC/BPO/BG. The Bidder has to deposit the original DD/GC/BPO/BG against EMD in person or by postal means, which must be received in the office of **The GM(CMC), WCL, Nagpur**, within the date as specified online. The company shall not be responsible for any postal delay in receipt of EMD. In case the EMD is not received within the aforesaid period, the bid will be out rightly rejected.

3.6 In case of discrepancy between the on-line submitted information regarding the instrument for EMD and the original instrument being submitted by the Bidders, the latter shall prevail if the instrument is valid on the date of submission of the bid by the Bidder and if it does not Change the eligibility status of the Bidder.

The bidder should submit MANDATE FORM for e-payment along with EMD as per format given in the bid document. (Annesure-I)

4. Pre-Bid Meeting : The pre-bid meeting shall be held in the office of Tender Inviting Authority on the scheduled date & time, if specified online.

5. The bidders have to accept the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and Bid document, undertakings and the e-Tendering system through www.tenderwizard.com/WCLCMC (e-tender website address) in order to become an eligible bidder. This will be a part of the agreement.

6. Eligibility Criteria:-

A. Work Experience: The bidder must have in its name or proportionate share as a member of JV/Consortium, the experience of having successfully executed (includes completed / ongoing) works of similar nature (such as Transportation/ Removal of Coal/ Overburden/ Shale// Extraneous materials/ Sand/ etc) *valuing 65% of the annualized estimated cost of the work put to tender (for period of completion over 1 year) / 65% of the estimated cost of the work (for completion period up to one year) put to Tender in any year (consecutive 365 days) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.*

For substantiating past experience the bidder should submit the work order, certificate of actual work already executed including value and period. TDS certificate may be sought during clarification.

Annualised value of the work shall be calculated as the “(Estimated Cost / Period of completion in days) x 365”.

For updation, Cost of previous executed works shall be given a simple weightage of 5% per year to bring them at current price level. The year can be considered as suitable consecutive 365 days till the last day of month previous to one in which Bid has been invited). Updation will be considered for full or part of the year considering 365 days in a year till the last day of month previous to one in which bid application has been invited.

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

- i) Work Order/Agreement Number of each experience of similar nature
- ii) Name & address of Employer/Work Order Issuing authority of each experience
- iii) Start date & end date of each qualifying experience (similar nature)

- iv) Executed Value of work within the start date and end date for the work order referred in iii above for each experience (in case of JV/Consortium, the executed value of partners be given separately)
- v) Percentage (%) share of each experience (100% in case of an Individual/proprietorship firm or a partnership firm or an entity registered as company under the Companies Act, 1956 and the actual % of share in case of a Joint Venture/Consortium).
- vi) Scanned copy of documents as explained as clause 7 related to work experience.

Note: In case the bidder is a joint venture, the above information in respect of each individual partner of JV may be furnished and the experience of JV will be assessed by adding the information furnished by the system.

In case the bidder is a Joint Venture, the work experience of any or all of the individual partners of JV may be furnished to evaluate the work experience of the bidder. In case of JV, if work experience of all the partners are not submitted the system will not disqualify the JV and instead shall consider assuming a value of zero for partner/partners who has/have not submitted the experience value and certificate

- B. **Working Capital:** The bidder must produce the evidence of adequacy of a minimum working capital, either 20% of the annualized value of estimated cost of the work (for period of completion over one year) or 20% of the estimated cost of the work (for period of completion upto one year), for this work.

Banker's Certificate (Scheduled Bank) regarding availability of access to credit (issued within 3 months prior to the last date of submission of Bid).

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

- i) Date of issue of certificate by Bank
- ii) Name of Bank
- iii) Address of the bank
- iv) value of access to credit issued by bank in the name of the bidder
- v) Scanned copy of document as explained at clause 7 related to working capital.

Note: In case the bidder is a joint venture, the above information in respect of each individual partner of JV may be furnished and the working capital of JV will be assessed by adding the information furnished by the system.

In case of JV, if working capital of all the partners is not submitted the system will not disqualify the JV and instead shall consider assuming a value of zero for partner/partners who has/have not submitted the working capital certificate.

C. Availability of Equipment and Tippers::

Details of trucks/ tipping trucks/ payloaders and other equipment to be used for the work.

Type of Equipments	Minimum capacity of equipment to be deployed	Total requirement	To be owned by the tenderer
Pay loader	2.25 cum	02 Nos. or total 4.50 cum or more.	01 No. or more
Tippers	10 Te. Capacity	20 Nos. or total 200 Te capacity or more.	07 Nos. or 70 Te. or more

“The Ownership of a fleet of minimum 1/3rd of the Tipping Trucks/ Trucks and equipment required for the annualised work. If the 1/3rd requirement is fraction, next whole number should be taken.”

The Bidder is required to give an undertaking in the form of an Affidavit in the prescribed format duly notarised to deploy matching equipments/tippers/pay loaders as per NIT and the details of owned equipment is also required with documentary evidence in the prescribed format.

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

Confirmation in the form of YES/NO regarding acceptance to deploy matching equipment/tippers/pay loaders as per NIT.

Scanned copy of affidavit regarding availability of equipment and tippers.

- D. **Permanent Account Number:** The bidder should possess a Permanent Account Number (PAN) issued by Income tax Department.

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

Confirmation in the form of YES/NO regarding possessing PAN

Scanned copy of PAN

In case JV, all the partner or JV itself, should submit PAN.

- E. **Certificate of registration with provident fund authorities:** The bidder should possess a certificate of registration issued by provident fund authorities.

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

Confirmation in the form of YES/NO regarding possessing certificate of registration

Scanned copy of document related Provident fund as explained at clause 7.

In case of JV, all the partners should submit a certificate of registration issued by provident fund authorities.

- F. **Certificate of registration with Service tax department (PAN based):** The bidder should possess a certificate of registration issued by service tax department.

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

Confirmation in the form of YES/NO regarding possessing of certificate of registration

Scanned copy of document related Certificate of Registration with Service Tax Department as explained at clause 7.

In case of JV, lead partner shall submit certificate of registration issued by service tax department.

7. All the bidders need to submit the information in objective manner confirmed by the uploaded documents. The documents related to the furnished online information, based on which the evaluation takes place will only be considered. If the bidder uploads any other document, it will be given no cognizance.

The scanned copy of following documents be submitted by the bidder on-line while submitting bid under Cover-I(Part-I).

Sl. No.	Submission of Documents related to Eligibility Criteria	Scanned copy of documents (self certified and notarized) to be uploaded by bidder in support of information/declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)												
1	Contractor's Bid and Acceptance of Bid Conditions	Copy of Contractor's Bid and Acceptance of Bid Conditions as per Proforma on bidders letter head. In case of JV, the above document is to be signed by all partners												
2	Earnest Money	Copy of DD/BC/BPO/BG												
3	Work Experience	<ul style="list-style-type: none"> i) Satisfactory Work Experience Certificate including value and period issued by the employer against the Experience of similar work containing all the information as sought on-line ii) Copy of work order & TDS Certificate. 												
4	Availability of working capital	Certificate of Availability of Credit in favour of the bidder, from Bidder's Banker (Scheduled Bank), containing the information by bidder on- line												
5	Availability of equipment and tippers	An affidavit confirming acceptance to deploy matching equipment/tippers/Payloaders as per NIT. Note: the original affidavit shall be received in the office of tender inviting authority within the date specified in NIT												
6	Financial turnover:	<p>Format given to be filled and uploaded on bidders letter head</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Sl.No.</th> <th style="width: 35%;">Year</th> <th style="width: 50%;">Financial turnover</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>In case of JV, All the partner of JV should separately upload the format duly filled in.</p>	Sl.No.	Year	Financial turnover									
Sl.No.	Year	Financial turnover												
7	Integrity Pact	Duly signed and witnessed integrity pact as per Performa of bid document. In case of JV, affidavit shall be signed by all the partners.												
8	Authorisation of Digital Signature Certificate.	<ul style="list-style-type: none"> a) If the bidder himself is the DSC holder bidding on-line then self declaration of the bidder to this effect. OR b) If the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for authorization to submit bid on behalf of bidder. 												
9	Affidavit in support of the authenticity of submitted information and documents and other commitments	An undertaking is to be given in the form of Affidavit on a non- judicial stamp paper of minimum value of Rs.10/- as per the format given in the bid document. Affidavit is about the genuineness of information furnished online, authenticity of scanned copy of documents uploaded and about other commitments. In case of JV, affidavit shall be signed by all the partners. (Original affidavit shall be submitted as per provision of NIT)												
<p>Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.</p>														

Cover-I - Other Important Documents (OID) :

Sl. No.	Submission Documents related to Eligibility Criteria	Scanned copy of documents (self certified and notarized) to be uploaded by bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)
1	Legal Status of the bidder	<p><u>Any one of the following document :</u></p> <ol style="list-style-type: none"> 1. Affidavit or any other document to prove proprietorship/Individual status of the bidder. 2. Partnership deed containing name of partners. 3. Memorandum & Article of Association with certificate of

Sl. No.	Submission Documents related to Eligibility Criteria	Scanned copy of documents (self certified and notarized) to be uploaded by bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)
		incorporation containing name of bidder 4. In case of JV: a. Details of all partners as at 1/2/3 (as applicable)above b. JV agreement as per NIT Performa
2	Valid Permanent Account Number (PAN)	Copy of PAN card issued by Income Tax department, Govt.of India. In case of JV, Copy of PAN Card of all partners or PAN Card of JV
3	Certificate of registration with provident fund authorities:	Certificate of registration issued by Provident authorities of bidder. In case of JV, Certificate of registration issued by Provident authorities of all partners/consortium itself.
4	Certificate of registration with Service tax department(PAN based):	Certificate of registration issued by Service tax department in favour of bidder or lead partner of JV, as the case may be.
5	Mandate Form for Electronic Fund Transfer	Copy of Mandate form duly filled in as per Proforma
6	Any other document to support the qualification information as submitted by the bidder online	

8. Submission of Bid

All the bids are to be submitted online and on the website www.tenderwizard.com/WCLCMC No bid shall be accepted offline.

a. The bidder should strictly comply with following instructions

- i. The bidders are requested to submit offers online giving reference to this tender notice number and date containing offers in two parts in the links cover-I, OID and cover-II
- ii. Two parts of the bid should contain the details as follows: Part-I/cover-I and OID :

Contractors bid

Details of Earnest Money

Information on Eligibility/Qualifying criteria as detailed at 6 &7 including necessary scanned documents as elaborated there.

Part II/cover-II: Prices only in the Excel format as indicated in the Bid document.

b. In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of WCL(www.tenderwizard.com/WCLCMC) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person. The bidder is one whose name will appear as bidder in the e-Procurement Portal.

c. **Contractor's Bid:** The format of Contractor's Bid (as per the format given in the NIT) will be downloaded by the bidder and will be printed/typed on his letter head. This document will be signed by the bidder or authorized person of the bidder or DSC holder bidding with authorization from bidder and the scanned copy of the same will be uploaded during bid submission in cover-I. This will be the covering letter of the bidder for his submitted bid. The content of the "Contractor's Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.

If there is any change in the contents of Contractor's Bid uploaded by bidder as compared to the format of Contractor's Bid uploaded by the department with NIT document, then the bid will be rejected.

d. Information on eligibility criteria

All necessary information as detailed under at 6 & 7 above will be required to be uploaded in the links Cover-I.

e. Price Bid (Part-II): The Price bid in Excel format under different heads and/ subheads will be downloaded by the bidder and they will quote for all items/heads/subheads on this excel file. Thereafter, the bidder will upload the same Excel file during bid submission in cover II. The price bid of bidder will have no condition. The price bid which is incomplete and not submitted as per Instruction given above (and also online) will be rejected. Any alteration/modification in the **Excel** format may lead to rejection of bid.

The rates quoted by bidder shall be inclusive of all taxes other than service tax.

The excel sheet will compute the service tax (total service tax and component of service tax payable by the bidder) as per predefined logic. The L-1 will be decided based on cost to the company.

The Price bid file will be digitally signed and uploaded by the bidder in Part-II/Cover-II.

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

10. Bid Opening:

- i) After receipt of "EMD" as stated in clause 3 of NIT, the Part-I bid will be decrypted and opened on-line, on the scheduled date and after the pre-scheduled time by the Bid Openers with their Digital Signature Certificate (DSC). The bidder can view bid opening remotely on their personalized dash board under "Open Tender" Link. Thereafter, the Part-I bid shall be evaluated by the WCL based on the information furnished by bidders on-line in accordance with clauses 6 & 7 of NIT(Eligibility Criteria).
- ii) After evaluation of Part-I bid, all the bidders will get the information regarding their eligibility on website. Thereafter, a system generated e-mail confirmation will be sent to all successful bidders communicating the date and time of opening of Price-bid.
- iii) The Price-bid of the successful bidders (qualified in Part-I bid) will be decrypted and opened on-line, on the scheduled date and after the pre-scheduled time by the Bid Openers with their Digital Signature Certificate (DSC). The bidder can view bid opening remotely on their personalized dash board under 'Open Tender' Link. The bidders will get the information regarding the status of their financial bid on website.
- iv) If the number of bids received up to the bid submission end date are less than three, the bid Submission end date and also other relevant dates (excluding pre-bid meeting date) as per time Schedule of NIT (Ref. Clause.2) shall be extended automatically by 2 days (excluding holidays).

In this extended period any new bidder can submit his tender online. However, the existing bidder(s) will be allowed to modify his/their submission as per provision of Clause 12.

If up to the extended end date of bid submission, the number of bids received online remains less than three, the extended bid Submission end date and also other relevant dates (excluding pre-bid meeting date) as per modified time Schedule of NIT shall be extended automatically by further 5 days (excluding holidays).

In this extended period any new bidder can submit his tender online. However, the existing bidder(s) will be allowed to modify his/their submission as per provision of Clause 12.

If up to second extended end date of bid submission, the number of bids received online remains less than three, the bid(s) received shall be opened without any further extension.

11. **Bid Validity:** The validity of bids shall be not less than 120 (one hundred twenty) days from the Last/end date of submission of bid.

12. **Modification and Withdrawal of Bid:**

Modification of the submitted bid shall be allowed on-line only before the deadline of submission of tender and the bidder may modify and resubmit the bid on-line as many times as he may wish. Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender. No withdrawal/modification is allowed after end date and time of bid submission.

13. The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.

14. This Tender Notice shall be deemed to be part of the Contract Agreement.

15. The Company does not bind itself to accept the lowest bid and reserves the right to reject any or all the bid without assigning any reasons whatsoever and also to split up the work between two or more tenderers or accept the tender in part and not in its entirety, at its sole discretion.

16. Any addendum/corrigendum/date extension etc in respect of this tender shall be issued on our website www.tenderwizard.com/WCLCMC only. No separate notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.

17. Integrity Pact: (Applicable for estimated bid value above Rupees 500 lakhs).

The bidder is required to go through the integrity pact which is the part of bid document. The bidder, submitting the bid shall accept the integrity pact as given in the bid document.

18. Name, address and contact Number of the Independent External Monitor nominated for this tender:-

Name	Address	Contact No.
Shri Virendra Kumar Srivastav	S-1, Sunrise Senerity, 4 th Cross, 40 feet Road, MR Garden, Gedalahall Sanjay Nagar, Bangalore-560094	08800544002

19. **Service provider**

Service provider for WCL-CMC, will be M/s Antares Systems Limited, Bangalore having Registered Office at: - #24, Sudha Complex, 3rd Stage, 4th Block, Bangalore – 560079.
Land Line Numbers: - 91-80-49352000 / 40482000
Fax: - 080-49352034

Help Desk: On working day - 9 hours – 18 hours
Contact Person: Mr. Debraj Saha / Mr. Rajesh CG/Mr. R.N. Manjunath
Antares Systems Ltd.
Mobile no. 09674758721/09686196751/09686196754

e-mail: helpwclcmc@gmail.com

**General Manager (CMC)
WCL(HQ), Nagpur**

E-TENDERING INSTRUCTIONS TO BIDDERS

General Instructions

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, WCL has decided to use the portal www.tenderwizard.com/WCLCMC through an ASP, **M/s. Antares Systems Ltd., Bengaluru.**

1. Tender Bidding Methodology:

Sealed Bid System – 'Single Stage - Two Envelopes', followed by 'e-Reverse Auction', if required, after opening of Technical-part.

2. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on the e-Procurement portal www.tenderwizard.com/WCLCMC
3. Create Users and assign roles on the above portal
4. View Notice Inviting Tender (NIT) on the above portal
5. Download Official Copy of Tender Documents from the above portal
6. Clarification to Tender Documents on the above portal
 - View response to queries of bidders, posted as addendum, by WCL
7. Bid-Submission on the above portal
8. Attend Public Online Tender Opening Event (TOE) on the above portal
 - Opening of Technical-Part
9. Post-TOE Clarification on the above portal (Optional)
 - Respond to WCL's Post-TOE queries
10. Attend Public Online Tender Opening Event (TOE) on the above portal
 - Opening of Financial-Part
 - (Only for Technical Responsive Bidders)
11. Participate in e-Reverse Auction on the above portal

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the above portal.

3. Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be complaint with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration

To use the Electronic Tender portal www.tenderwizard.com/WCLCMC, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons vis-à-vis Authorised Signatory who will be the main person coordinating for the e-tendering activities. In the above portal terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

Note: After successful submission of Registration details, please contact to the Helpdesk of the portal to get your registration accepted/activated.

INSTRUCTIONS TO BIDDERS

1. SCOPE OF BIDDER

1.1 The Western Coalfields Limited (referred to as Employer in these documents) invites bids for the works as mentioned in the Bid Notice. The Bidders should submit Bids for all the works mentioned in the Notice.

1.2 The successful Bidder will be expected to complete the Work(s) by the Intended Completion period specified in the Bid document/Notice.

2. ELIGIBLE BIDDERS

2.1 The Invitation for Bid is open to all Bidders including an individual, proprietorship firm, partnership firm, company registered under Companies Act or joint ventures. The bidders shall be eligible to participate only if they fulfill the qualifying/eligibility criteria specified in e-tender Notice and at Clause 3.

2.2 Joint Venture / Consortium: Two or three companies/ contractors may jointly undertake contract/contracts. Each entity will be jointly and severally responsible for completing the task as per the contract.

Joint Venture / Consortium details :

Name of all partners of a joint venture / **Consortium** (not more than 3):

1. Lead partner
2. Partner
3. Partner

Joint Venture /Consortium must comply the following requirements :

- i) The qualifying criteria parameter e.g. experience, financial resources(*of the relevant period*) and the equipment/fleet strength of the individual partners of the JV / CONSORTIUM will be added together and the total criteria should not be less than as spelt out in qualifying/eligibility criteria as specified in e-tender Notice.
- ii) The formation of joint venture / Consortium or change in the Joint Venture /Consortium character/ partners after submission of the bid and any change in the bidding regarding Joint Venture /Consortium will not be permitted.
- iii) The bid, and in case of a successful bid - the agreement, shall be signed so as to legally bind all partners jointly and severally and any bid shall be submitted with a copy of the Joint Venture /Consortium Agreement providing the joint and several liabilities with respect to the contract.
- iv) The pre-qualification of a Joint Venture /Consortium does not necessarily pre-qualify any of its partners individually or as a partner in any other Joint Venture /Consortium or association. In case of dissolution of a Joint Venture /Consortium, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.

INSTRUCTIONS TO BIDDERS

v) The bid submission must include documentary evidence to the relationship between Joint Venture /Consortium partners in the form of JV / Consortium Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the Joint Venture /Consortium. Such JV / Consortium Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.

vi) One of the partners shall be nominated as 'In-charge' of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners.

vii) The JV / Consortium Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture /Consortium and the entire execution of the contract shall be done with active participation of the Lead Partner.

viii) The contract agreement should be signed by each Joint Venture /Consortium Partners. Subsequent declarations/letters/documents shall be signed by lead partner authorized to sign on behalf of the JV/Consortium or authorized signatory on behalf of JV/Consortium.

ix) The bid should be signed by all the partners of the Joint Venture/Consortium.

x) An entity can be a partner in only one Joint Venture /Consortium. Bid submitted by Joint Venture /Consortiums including the same entity as partner will be rejected.

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

xii) The earnest money / bids security bank guarantee can be submitted by the Joint Venture /Consortium or one or more partners of the Joint Venture /Consortium.

xiii) The JV / Consortium agreement must specifically state that it is valid for the project for which bidding is done. If JV/Consortium breaks up midway before award of work and during bid validity period bid will be rejected.

If JV / Consortium breaks up midway before award of work and during bid validity/after award of work/during pendency of contract, in addition to normal penalties as per provision of bid document, all the partners of the JV/Consortium shall be debarred from participating in future bids for a minimum period of 12 months.

xiv) JV / Consortium agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.

xv) JV / Consortium shall open a bank account in the name of JV / Consortium and all payments due to the JV / Consortium shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN/TIN etc shall be submitted by JV / Consortium before making any payment.

2.3 The bidders shall have Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root certificate of CCA.

2.4 The bidders have to accept unconditionally the online user portal agreement which contains the acceptance

INSTRUCTIONS TO BIDDERS

of all the Terms and Conditions of NIT and ITB, including General and Special Terms & Conditions, technical specifications, other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the bidder on-line in order to become an eligible bidder.

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

2.6 No sub-letting of the work as a whole by the contractor is permissible. Prior permission is required to be taken from the principle employer for engagement of sub-contractors in "Hiring Of Equipment"/ "Transport" contract for part work / piece rated work.

3. QUALIFICATION OF THE BIDDER

3.1 In the event that pre-qualification of potential bidders has been undertaken, only bids from pre-qualified bidders will be considered for award of contract.

3.2 If the employer has not undertaken pre-qualification of potential bidders, all bidders shall fulfill the eligibility / qualifying criteria as detailed at point.6 & 7 of e-tender Notice. Such details shall be submitted as deliberated at e-tender Notice.

3.3 If the bidder is subsidiary of a company, the experience and resources of the holding company or its other subsidiaries will not be taken into account. However, if the bidder is a holding company, the experience and resources of its wholly owned subsidiaries will be taken into consideration.

3.4 Even though the bidders meet the above eligibility/qualifying criteria, they are subject to be disqualified if they have:

- a. made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- b. record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failures etc.

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 /Consortium or a Public Ltd./Private Ltd. company. 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, go through the mine plans / drawings / bore hole details connected to the work, if / as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

INSTRUCTIONS TO BIDDERS

6.2 It shall be deemed that the Bidder 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.

6.3 It shall be deemed that the Bidder has got himself acquainted with the mining conditions and geological details available for the proposed work site.

7. CONTENT OF BIDDING DOCUMENTS

7.1 The set of bidding documents comprises the documents listed in below

i) e-Tender Notice, ii) Instructions to Bidders, iii) Conditions of Contract (General Terms & Conditions, Special Terms and conditions, special notes and & additional terms & conditions, Vocational training and safety norms etc.), iv) Integrity Pact, v) Various Forms of Securities, Affidavits, form of Article of Agreement, vi) Bill of Quantities, vii) e-Tender User Portal Agreement. viii) addenda, if any, issued in accordance with clause 9.

8. CLARIFICATION OF BIDDING DOCUMENTS

8.1 A prospective bidder requiring any interpretation or clarification of bidding document may seek clarification online or during pre-bid meeting (if any). The clarifications may be asked from the next day of e-Publication of NIT. The last date for seeking clarification will be up to 10 (Ten) days before the last date of submission of bid and the last date of giving clarification by the user department online will be up to 5 (Five) days before the last date of submission of bid. The department will clarify as far as possible only relevant queries. The clarifications given by department will be visible to all the bidders intending to participate in bid.

9. Deleted.

10. LANGUAGE OF BID

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

11.0 BID PRICES

11.1 The bidder shall closely study specification in detail and scope of work which govern the rates for which he is quoting. The Bidders shall offer for the whole Works as described in Sub-Clause 1.1, based on the Bill of Quantities. Based on priced bill of quantities submitted by the Bidder, the Employer reserves the right to allot whole or part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.

11.2 The price bid containing the bill of quantity will be **excel** format and will be downloaded by the bidder and he will quote the rates for all items/heads/sub-heads on this excel file as detailed at clause 8(e) e-tender notice.

11.3 All duties, taxes (excluding Service Tax only) and other levies payable by the Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All investments, operating expenses, incidentals, overheads, leads, lifts, carriages 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 BIDDERS

However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid 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. The details of such duties, taxes and other levies along with rates shall be declared by the bidder in the Price bid.

The item wise rate quoted shall be exclusive of service tax. Service tax will be paid extra, if payable. Payment of service tax by the service availer (i.e. WCL), to the service provider would be made only on the latter submitting a Bill/Invoice in accordance with the provision of relevant service tax rules. Cenvat credit is to be availed by paying authority as per rule. Payment/deposit of service tax is the responsibility of the service provider.

11.4 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.

12. CURRENCIES OF BID AND PAYMENT

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

13. BID VALIDITY

13.1 Bid shall remain valid for a period not less than 120 days after the deadline for bid submission specified in Clause 15. A bid valid for a shorter period shall be rejected by the Employer.

13.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidder(s) extend the period of validity for a specified additional period. The request and the bidder's response shall be 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 the period of extension, and in compliance with Clause 14 in all respects.

14. BID SECURITY/EARNEST MONEY DEPOSIT

14.1 The bidder shall furnish, as part of his bid, a Bid Security/Earnest Money of the amount as shown in e-tender notice and in the form as deliberated at Cl.3 of e-tender notice. In case of extension of bid validity, on mutual consent, the validity of B.G. shall be suitably extended.

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

14.3 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 L-1 Bidder after Reverse Auction.

14.4 The Bid Security/ /EMD(submitted in the form of BG) of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/Security Deposit.

INSTRUCTIONS TO BIDDERS

The Bid Security / EMD (submitted in the form of Draft /Pay Order) of successful bidder may be retained and adjusted with performance security / security deposit at bidder's option.

14.5 The Bid Security/Earnest Money may be forfeited:

- a. if the Bidder withdraws the Bid after Bid opening during the period of Bid validity / extended validity with mutual consent; 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.

Additionally the company reserves the right to debar such defaulting contractor from participating in future bids for a minimum period of 12(twelve) months.

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

15. DEADLINE FOR SUBMISSION OF BIDS

15.1. Bids shall be submitted on line on the web site www.tenderwizard.com/WCLCMC within the date and time specified in the e-tender notice.

15.2. The employer may extend the deadline for submission of bids by issuing a corrigendum in accordance with provisions of e-tender notice/ITB, in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

16. SIGNING AND SUBMISSION OF BID

16.1 The contractor's bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Contractor's bid bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the bid.

16.2 Submission of bid shall be as detailed at clause 8 of e-tender notice.

17. MODIFICATION AND WITHDRAWAL OF BIDS

17.1 Modification and withdrawal of bid shall be guided by clause 12 of e-tender Notice.

17.2 No bid withdrawal/modifications shall be allowed after end date and time of Bid submission

17.3 Withdrawal of a Bid between the deadline for submission of Bids and the expiration of the period of Bid validity specified in the bid document or as extended pursuant to Sub-Clause 13.2 may result in the forfeiture of the earnest money pursuant to Clause 14.

18. BID OPENING

18.1 All bids are to be submitted on line only at the web-site www.tenderwizard.com/WCLCMC

18.2 After receipt of Earnest Money, Affidavit (Off-line), Contractor's bid and other details as per provision of bid submission (clause 8 of e-tender notice) before scheduled submission, the Employer will open the bid in the manner as specified under clause 10 of e-tender notice.

19. CLARIFICATION OF BIDS

19.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at the Employer's discretion, ask any Bidder for online clarification of the Bidder's Bid (uploaded document), including breakdowns of unit rates. The request for clarification on bidder's bid shall be online. The bidder shall upload digitally signed scanned copy of required document/response within 10 (ten) days from date of issue of clarification notice. No further extension for submission shall be allowed.

The bidder will get clarification notice on their personalized dash board under 'upload clarification document' link. Additionally information shall also be sent by system generated email and SMS, but it will be bidders responsibility to check the updated status/information on their personalized dash board at least once daily after opening of part-I. No separate communication will be required in this regard. Non receipt of email or SMS will not be accepted as reason for non-submission of clarification documents within prescribed time.

19.2 No document uploaded by the bidder after closing date and time of submission of Bid will be considered unless otherwise called for during scrutiny /evaluation and shall be against online request only.

20. EVALUATION AND COMPARISON OF BIDS

20.1 Evaluation and comparison of Bids will be done by System on-line. This online evaluation will be validated by WCL at each stage as deliberated at clause 10 of e-tender notice. The bidder shall also comply with system requirement as at clause 9 of e-tender notice. Bid evaluation shall be done after taking into consideration overall quoted price by the bidder and effect of service tax etc. as applicable.

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

After evaluation of the price analysis, the company may require that the amount of the performance security/security deposit is increased at the expense of the successful bidder to a level sufficient to protect the company against financial loss in the event of default on the part of the successful bidder under the contract.

Such additional performance security shall be applicable if the bid price is below 15% of the estimated cost put to tender. The amount of such additional performance security shall be the difference between 85% of the estimated cost put to tender and quoted price.

Such additional performance security shall be furnished by bidder along with normal performance security. Failure to submit such additional performance security may result into termination of the contract.

21. AWARD CRITERIA

21.1 Subject to Clause 22, 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 **acceptable** Bid Price, provided that such Bidder has been determined to be:

- a) eligible in accordance with the provisions of Clause 2; and
- b) qualified in accordance with the provisions of Clause 3.

INSTRUCTIONS TO BIDDERS

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

22.1 Notwithstanding Clause 21, 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.

23. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

23.1 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 e-mail and 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").

23.2 The notification of award will constitute the formation of the Contract.

23.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder within 28 days following notification of award along with the letter of Acceptance and / or Work Order issued by department.

In case of failure to enter in to agreement within specified period or extended period on the request of the bidder, if any, the department in addition to other penal measures as per clause 14.5 of ITB shall be at liberty to debar the selected bidder from participating in future Bids for at least 12 months.

23.4 In the bidding process, the cause of rejection of bid 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 as per provision of Cl. 14.3.

23.5 The contractor shall enter into and execute contract agreement in the prescribed form. The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy and one additional copy will be supplied to the contractor free of cost and the original is to be retained by the company. For any additional copy, additional cost to be charged.

All additional copies should be certified by the Engineer-in-Charge.

24. PERFORMANCE SECURITY/SECURITY DEPOSIT

24.1 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.

For details refer cl. 4 of Conditions of Contract (General terms and Conditions)

INSTRUCTIONS TO BIDDERS

25. EMPLOYMENT OF LABOUR

25.1 Contractors are to employ, to the extent possible (as per policy decision of the company valid from time to time), local project affected people and pay wages not less than the wages fixed (notified and prevalent during submission of the bid for mining activity) by the Company.

In addition, the contractors are to provide benefits of Provident Fund for the workmen employed by him for the work as per the Laws prevailing under provision of CMPF / EPF and allied scheme valid from time to time and also submit statutory returns..

25.2 The contractor shall utilize their regular employees throughout the period of contract. The bidder shall also comply with statutory requirements of various acts including CL(R&A) Act.

25.3 The contractor's workmen shall be paid through Bank.

26. LEGAL JURISDICTION

26.1 Matter relating to any dispute or difference arising out of this bid and subsequent contract awarded based on the bid shall be subject to the jurisdiction of **Nagpur** court only.

27. e-payment

27.1 The bidders have to furnish the details of their bank A/c Nos. Name and Address of the Bank and Branch Code along with the Bid. Successful bidders/ Bidders are required to submit an Authorization form duly signed for e-payment to them. Enclosed Annexure be filled in and submitted along with the Bid.

28. **Integrity Pact** (applicable for bids with estimated cost exceeding Rs. 5 Crores).

28.1 Bidders are required to submit the pre-contract integrity pact duly signed & witnessed as per enclosed format along with the bid Part-I/cover-I. This will be signed by the authorized signatory of the bidder (s) with name, designation and seal of the company. Bidder(s) who do not sign the pact shall be disqualified from participation in the bid process.

29. Change in the Constitution of Contracting Agency.

29.1 Prior approval in writing of the Company shall be obtained, before any change is made in the constitution of the contracting agency, otherwise it will treated as a breach of contract.

30. Miscellaneous.

30.1 The bidders should fill the bid document properly and carefully. They should avoid quoting absurd rates.

30.2 Throughout the bidding documents, the terms 'bid' and tender and their derivatives are synonymous.

30.3 The site for work made available in parts.

@@@@@

CHECK LIST OF DOCUMENTS TO BE UPLOADED BY THE BIDDERS

For Hiring of Equipment for Removal of Overburden, Extraction of Coal, Transportation and Loading Tenders:

SI No	Submission Documents	Information to be furnished by bidder on line	Scanned copy of documents (self-certified and notarized) to be uploaded by bidder in support of information/declaration furnished online by the bidder against Eligibility Criteria(CONFIRMATORY DOCUMENT)
1	Earnest Money	<ol style="list-style-type: none"> 1. Demand draft/Banker's cheque /Bank Guarantee No. 2. Date of issue 3. Name of issuing bank 4. Amount 5. Valid up to 	Copy of Demand draft/ Banker's cheque /BG Note: in case of offline submission, the original demand draft/Banker's cheque/BG shall be received in the office of tender inviting authority up to the period as specified in NIT.
2	<p><u>THE WORK EXPERIENCE :</u> The bidder must have in its name or proportionate share as a member of JV/Consortium, The bidder must have in its name or proportionate share as a member of JV/Consortium, the experience of having successfully executed (includes completed / ongoing) works of similar nature (such as Transportation/ Removal of Coal/ Overburden/ Shale// Extraneous materials/ Sand/ etc) <i>valuing 65% of the annualized estimated cost of the work put to tender (for period of completion over 1 year) / 65% of the estimated cost of the work (for completion period up to one year) put to Tender in any year (consecutive 365 days) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.</i> For substantiating past experience the bidder should submit the work order, certificate of actual work already executed including value and period. TDS certificate may be sought during clarification. Annualized value of the work shall be calculated as the "(Estimated Cost / Period of completion in days) x 365". For updation, Cost of previous executed works shall be given a simple</p>	<ol style="list-style-type: none"> 1. Work Order/Agreement Number of each experience of similar nature 2. Name & address of Employer/Work Order Issuing authority of each experience 3. Start date & end date of each qualifying experience (similar nature) 4. Executed Value of work within the start date and enddate for the work order referred in iii above for each experience (in case of JV/Consortium, the executed value of partners be given separately) 5. Percentage (%) share of each experience (100% in case of an Individual/proprietorship firm or a partnership firm or an entity registered as company under the Companies Act, 1956 and the actual % of share in case of a Joint Venture/Consortium 	<ol style="list-style-type: none"> 1. Satisfactory Work Experience Certificate including value and period issued by the employer against the Experience of similar work containing all the information as sought on-line 2. Copy of work order Copy of TDS Certificate(only when clarification is sought)

	weightage of 5% per year to bring them at current price level. The year can be considered as suitable consecutive 365 days till the last day of month previous to one in which Bid has been invited). Updation will be considered for full or part of the year considering 365 days in a year till the last day of month previous to the one in which bid has been invited.		
3	<p>THE AVAILABILITY OF WORKING CAPITAL:</p> <p>The bidder must produce the evidence of adequacy of a minimum working capital, either 20% of the annualized value of estimated cost of the work (for period of completion over one year) or 20% of the estimated cost of the work (for period of completion up to one year), for this work.</p> <p>Banker's Certificate (Scheduled Bank) regarding availability of access to credit (issued within 3 months prior to the last date of submission of Bid).</p>	<ol style="list-style-type: none"> 1. Date of issue of certificate by Bank 2. Name of Bank 3. Address of the bank 4. value of access to credit issued by bank in the name of the bidder <p>Note: in case of JV, Banker's Certificate of each partner be given separately.</p>	<p>Certificate of Availability of Credit in favour of the bidder, from Bidder's Banker, containing the information as furnished by bidder on- line.</p> <p>Note: in case of JV, Banker's Certificate of each partner be given separately.</p>
4	<p><u>Availability of Equipment and Tippers:</u></p> <p>The bidder is required to give an undertaking in the form of an Affidavit in the prescribed format to deploy matching equipment / Tippers / Pay loader as per NIT either owned or hired. The affidavit be sworn before the Notary Public / Executive Magistrate.</p>	<p>Confirmation in the form of YES/NO regarding acceptance to deploy matching equipment/tippers/pay loaders as per NIT either owned or hired</p>	<p>An affidavit confirming acceptance to deploy matching equipment/tippers/pay loaders as per NIT either owned or hired</p> <p>Note: the original affidavit shall be received in the office of tender inviting authority within the date specified in NIT.</p> <p>In case of JV, affidavit shall be signed by all the partners</p>
5	<p>Bidders details containing:</p> <ol style="list-style-type: none"> 1. Legal status of Bidder 2. Place of registration (If applicable) 3. Principal place of Business 	<p>Confirmation in the form of Yes/NO for possessing the supporting documents</p>	<p>Any one of the following document :</p> <ol style="list-style-type: none"> 1. Affidavit or any other document to prove proprietorship/Individual status of the bidder and details as at column 2. 2. Partnership deed containing name of partners and details as at column 2. 3. Memorandum & Article of Association with certificate of incorporation containing name of bidder and details as at column 2. 4. In case of JV: <ol style="list-style-type: none"> a. Details of all partners as at 1/2/3(as applicable) above b. JV agreement as per NIT Proforma

6	Valid Permanent Account Number (PAN) Note: In case JV, all the partner should posses PAN.	Confirmation in the form of Yes/NO for possessing the supporting documents(PAN	PAN card issued by Income Tax department, Govt.of India In case of JV, PAN Card of all partners or PAN Card of JV
7	Certificate of registration with provident fund authorities: The bidder should posses a certificate of registration issued by provident fund authorities In case of JV, all the partners should posses a certificate of registration issued by provident fund authorities.	Confirmation in the form of YES/NO regarding possessing certificate of registration	Certificate of registration issued by Provident authorities of bidder In case of JV, Certificate of registration issued by Provident authorities of all partners or JV itself.
8	Certificate of registration with Service tax department(PAN based): The bidder should posses a certificate of registration issued by service tax department In case of JV, lead partner shall posses' certificate of registration issued by service tax department or JV itself.	Confirmation in the form of YES/NO regarding possessing of certificate of registration	Certificate of registration issued by Service tax department in favour of bidder or lead partner of JV/JV itself as the case may be.
9	Financial turnover Details The bidder should submit information on financial turnover during last three years as per format given in bid document	Confirmation in the form of YES/NO regarding submission of information	Format given in NIT to be filled and uploaded In case of JV, All the partner of JV should separately upload the format duly filled in or of JV itself.
10	Contractor's Bid and Acceptance of Bid Conditions	Confirmation in form of Yes/No	Copy of contractors Bid as per Performa on bidders letter head. In case of JV, the above document is to be signed by all partners
11	Mandate Form for Electronic Fund Transfer	Confirmation in form of Yes/No	Copy of Mandate form duly filled in as per Performa
12	Valid Digital Signature Certificate	Confirmation in the form of Yes/NO for possessing the supporting documents	If the bidder himself is the DSC holder bidding on-line then no document is required. However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder
13	Integrity Pact (If applicable)	Confirmation in the form of YES/NO regarding submission of information	Format given in NIT to be filled and uploaded In case of JV, Integrity Pact shall be signed by all the partners of JV.
14	A scanned copy of affidavit, on a non-judicial stamp paper of minimum value of Rs.10, regarding genuineness of the information and other commitments shall be furnished by the bidder on-line as per the format given in Annexure C.		

15	Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.
----	---

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.
- iv. "The Site" shall mean the site of the contract work including land and any building and erections thereon and any other land allotted by the company for contractor's use.
- v. 'Accepting authority' shall mean the management of the company and includes an authorised representative of the company or any other person or body of persons empowered in this behalf by the company.
- vi. A 'Day' shall mean a day of 24 hours from midnight to midnight.
- vii. **Engineer-in-charge/Designated Officer-in-charge 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.'**
- viii. The 'contract' shall mean the notice inviting tender, the tender as accepted by the company and the formal agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, schedule of quantities with rates and amounts, Schedule of work.
- ix. The 'works' shall mean the works required to be executed in accordance with the contract or parts thereof as the case may be and shall include all extra or additional or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- x. 'Schedule of Rates' referred to in these conditions shall mean the standard schedule of rates prescribed by the company and the amendments issued from time to time.
- xi. 'Contract price' shall mean
 - (a) in the case of lump sum contracts the total sum for which 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.
- xii. 'Written notice' shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the Corporation/Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

2. CONTRACT DOCUMENTS:

The following documents shall constitute the contract documents :

(i) Articles of Agreement,

(ii) Notice Inviting Tender and Instructions to tenderers,

(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.
- (vii) Integrity Pact (applicable for contracts above Rs. 500 lakhs.)

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 (first part of security deposit) should be 5% of annualized value of contract amount and should be submitted within 28 days of issue of LOA by the successful bidder in any of the form given below

- A Bank Guarantee in the form given in the bid document from any scheduled Bank. BG issued by outstation bank shall be operative at its local branch at Nagpur or its Branch at Nagpur.

- Govt. Securities, FDR (Scheduled Bank) 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 Earnest Money/Bid Security deposited in the form of Bank Guarantee shall be duly discharged and returned to the contractor. The Earnest Money/Bid Security deposited in the form of Demand draft may be adjusted against the security deposit (Performance Security) at bidder's option.

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 Scheduled Bank or
- (b) by a foreign bank located in India and acceptable to the employer.

The validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract or extended period of contract (if any), 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.

Additionally the company reserves the right to debar such defaulting contractor from participating in future bids for a minimum period of 12 (twelve) months.

4.4 All Running on Account Bills shall be paid at 95%. The balance 5% shall be treated as retention Money and will be second part of security deposit.

For contracts of more than one year, Retention Money may be refunded to the Contractor annually on submission of Bank Guarantee of equivalent amount subject to satisfactory performance of the contractor during the year.

The validity of the Bank Guarantee shall be for **270 days** beyond the period of contract for extended period of contract or one year whichever is more.

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 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.

Performance Security (1st part of security deposit) shall 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).

Retention Money (2nd part of security deposit) shall be refunded after 180 days of the completion of the work. (The date of completion of the work will be certified by the Engineer-in-charge).

4.6 Additional performance security:

Additional performance security shall be applicable if the bid price is below 15% of the estimated cost put to tender. The amount of such additional performance security shall be the difference between 85% of the estimated cost put to tender and quoted price.

Additional performance security shall be furnished by bidder along with normal performance security. Failure to

submit such additional performance security may result into termination of the contract.

This additional performance security will not carry any interest and shall be released in the following manner:

- i) 30% of Additional performance security will be released after 60% of the total work is completed.
- ii) 50% of Additional performance security will be released after 80% of the total work is completed.
- iii) 100% of Additional performance security will be released after total work is completed.

Additional performance security may be furnished in any of the forms as applicable for performance security.

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 revised work order for the item/items involved is issued. Such alterations shall need appropriate approval.

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.

The validity of the Bank Guarantee, if submitted by the contractor, in lieu of performance security / security deposit shall be extended in pursuant to Clause Nos. 4.3 & 4.4 taking into consideration the period of extension.

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. In case the approving authority is Board, then with the approval of the CMD of the Subsidiary Company.**

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.

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

6.2 In the event of the contractor's failure to comply with the required progress in terms of the agreed time and progress chart or to complete the work and clear the site on or before the 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 makeup the shortfall in the succeeding **three months** within the stipulated time of completion once the shortfall is fully made up, the so withheld penalty will be released.

6.3 The company may waive the payment of compensation, depending upon merit of the case, on request received from the contractor if the entire work 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.

Hindrance 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.

Bank Guarantees, against security, shall be suitably extended, to take care of any extension granted.

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.

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, not withstanding 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

1obtains 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 contract, the Engineer-in-charge shall have powers:

- a. To take possession of the site and carry out balance work through any other agency.
- b. after giving notice to the contractor to measure up the work of the contractor and to take such whole or the balance or part thereof, as shall be unexecuted out of his hands and to give it to another contractor or take up departmentally, to complete the work. The contractor whose contract is terminated shall not be allowed to participate in future bidding for period of minimum twelve months.

In such an event, the contractor shall be liable for loss/damage suffered by the employer because of action under this clause and to compensate for this loss or damage, the employer shall be entitled to recover higher of the following:

i) Forfeiture of security deposit comprising of performance guarantee and retention money and additional performance security, if any, at disposal of the employer.

Or

ii) 20% of value of incomplete work. The value of the incomplete work shall be calculated for the items and quantities remaining incomplete (as per provision of agreement) at the agreement rates including price variation as applicable on the date, when notice in writing for termination of work was issued to the contractor.

It is being clarified that the above liability is over and above the penalties payable by the contractor on account of shortfall in quantities as per provision of clause 6.

The amount to be recovered from the contractor as determined above, shall, without prejudice to any other right or remedy available to the employer as per law or as per agreement, will be recovered from any money due to the contractor on any account or under any other contract and in the event of any shortfall, the contractor shall be liable to pay the same within 30 days. In case of failure to pay the same the amount shall be debt payable.

In the event of above course being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, equipments or entered into agreement or made advances on any account or with a view to the execution of work or performance of the contract. And in case action is taken under any of provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum for any work thereof or actually performed under this contract unless and until the engineer-in-charge has certified in writing the performance of such work and value payable in respect thereof and he shall only be entitled to be paid the value so certified.

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.

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. CARRYING OUT PART WORK AT RISK & COST OF CONTRACTOR:

10.1 If the progress of the work or of any portion of the work is unsatisfactory, the Engineer-in-Charge, after giving the contractor 15 days' notice in writing, without cancelling or terminating the contract, shall be entitled to employ another Agency for executing the job or to carry out the work departmentally or contractually through tendering / limited tendering process, either wholly or partly, debiting the contractor with cost involved in engaging another Agency or with the cost of labour and the prices of materials, as the case may be. The certificate to be issued by the Engineer-in-Charge for the cost of the work so done shall be final and conclusive and the extra cost, if any, shall be borne by the contractor. However, when this clause is invoked, any other penalty will not be applicable other than on account of shortfall in quantities as per clause 6.2.

The value of the work taken away shall be calculated for the items and quantities taken away at the agreement rates including price variation as applicable on the date, when notice in writing for taking away part work was issued to the contractor. The contractor, from whom part work is being taken out, shall not be allowed to participate in the tendering process if any.

In the event of above course being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, equipments or entered into agreement or made advances on any account or with a view to the execution of work or performance of the contract.

11. COMPLETION CERTIFICATE/ DEFECT LIABILITY CERTIFICATE:

11.1 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.

12. 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 (excluding Service Tax only) and other levies payable by the Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All investments, operating expenses, 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 Bid and/or any increase over the rate existing on the last date of submission of Bid 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. The details of such duties, taxes and other levies along with rates shall be declared by the bidder in the Price bid.

The item wise rate quoted shall be exclusive of service tax. Service tax will be paid extra, if payable. Payment of service tax by the service availer (i.e. CIL/Subsidiary), to the service provider would be made only on the later submitting a Bill and Invoice in accordance with the provision of relevant service tax rules. CENVAT credit is to be availed by paying authority as per rule.

Payment/Deposit of service tax is responsibility of the service provider.

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

xi. Provision Related to Employment of Labour, Payment of wages and Provident Fund Deduction

The contractor shall also comply with statutory requirements under CL(R&A) Act and also obtain labour license.

The contractor shall not engage any person of less than 18 years of age.

The contractor/contractors shall not pay less than the wages fixed (notified and prevalent during submission of the bid for mining activities as per policy decision of the Company/CIL valid from time to time) in respect of his employees of different categories.

Payment of Bonus shall be paid as per The Payment of Bonus Act.

The Minimum rates of wages showing the basic rates and variable Dearness Allowance payable w.e.f. 01.04.2015 will be as under:-

S.No.	Categories of Employee	Rate of Wages including VDA (in Rs.) (per day) w.e.f. 01.04.2015.
1.	Unskilled	Rs.464.00 + 30.00 = 494
2.	Semi Skilled / Unskilled Supervisory	Rs.494.00 + 37.00 = 531
3.	Skilled	Rs.524.00 + 44.00 = 568
4.	Highly Skilled	Rs.554.00 + 52.00 = 606

The payment of wages to the workers should be made through Bank.

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. The Contractor shall regularly deposit the contribution in accordance with such scheme. The company shall have no liability whatsoever in this regard.

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.

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.

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.

Effort shall be made to resolve the dispute in two stages

In first stage dispute shall be referred to Area CGM/GM. If difference still persist the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the company.

If differences still persist, the settlement of the dispute shall be resolve in the following manner:

Disputes relating to the commercial contracts with Central Public Sector Enterprises / Govt. Departments (except Railways, Income Tax, Customs & excise duties)/ State Public Sector Enterprises shall be referred by either party for Arbitration to the PMA (Permanent Machinery of Arbitration) in the department of Public Enterprises.

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/ licenses etc. and in respect of which the required taxes/ fees have been deposited and which are properly covered by insurance, shall be deployed for the work.

The company shall have the right to inspect or arrange inspection of the vehicles/ equipments deployed by the contractor for the work at any time and declare any vehicle/ equipment unsafe and 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 license 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 up to 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. In case the approving authority is Board, then with the approval of the CMD of the Subsidiary Company.

3.09 10% of the total deployment of trucks /tippers used for coal transportation be of mechanically closed body in the operational fleet of the contractor.

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

5.00 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.

9.01 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.

9.02 In emergent situations and provided the contractor makes an application in this regard, POL, if available with the company, may at the sole discretion of the company, be issued to him with the approval of the General Manager but value of the same 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.

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

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

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

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

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

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

14.05 In cases 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 for 14.01/14.02 & 14.03 above.

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

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

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

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

18.00 In case the trucks are being weighed both at the loading end as well as unloading end, the figures of weight 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 weighing of such materials is not possible.

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

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

23.01(i) If the demurrage of wagons 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.

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

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

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

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

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

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

24.01 The wagon loading contractor (s) shall be also responsible for cleaning of the siding tracks/ between the line and on both sides of the same, leveling of coal loaded into the wagons and lime washing on the top of the same, in respect of the wagons allotted to him/ each of them.

In case any rake is put on demurrage/ any penalty is imposed on the company for failure on the accounts, the same shall be recovered from the contractor/s concerned.

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

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

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

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

27.00 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.

28.00 In case a contractor fails to deploy adequate number of payloaders, the company may, without any reference to the contractor, deploy its own pay loader/s 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 Payloader/s of extra expenditure incurred by the Company on alternative arrangement made shall be recovered from the contractor.

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

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

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

31.01 The contractor shall pay to his employees wages not less than as per clause 7(5) (i) of NIT.

31.02 The contractor shall make payment to his employees at the place (s) specified by the General Manager/Project Officer and in the presence of Company's representative 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.

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

32.01 The contractor shall make timely payment of all salary/ wages/ dues to his employees and shall also provide all benefits to his employees as per 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.

32.02 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.

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

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

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

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

37. PAYMENT OF PRICE VARIATION: If the prices of Diesel increases or decreases, the contractor shall be compensated for such increase or recoveries shall be made from the dues of the contractor for such decrease as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for variation in 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.

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

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

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

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

37.04 Applicability of price variation (Summarised Position):

Item of Work	Contract Period : Less than 6 months	Contract Period More than 6 months.
Transportation (Coal)	NIL	Price variation on diesel
Transportation (Sand)	NIL	-do--
Wagon loading/ Loading of Coal	NIL	-do-
OB removal (Loading & Transportation)	NIL	-do-
OB Rehandling (Loading & Transportation)	NIL	-do-
Drilling in Coal	NIL	-do-
Drilling in OB	NIL	-do-
Truck loading of sand (Mechanised)	NIL	-do-

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

37.05.1 Price Variation on Diesel (Transportation)

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

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

(NOTE: In the above formula, the value of 'd' will have to be standardised on the basis of studies through CMPDIL. Till standardisation of "d", the following two formulae will be used for transportation of Coal and OB/ Sand.)

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

For OB/Sand: Diesel Price Variation Rate in Rs. per Cum = $D \times R / 9$

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

37.05.2 Price Variation On Diesel (Wagon Loading) :

Diesel Escalation VF = $C \times (FL - FL_0)$

Where, VF = Price Variation /Te due to variation in cost of diesel to be paid or recovered

C = Consumption in Litre/Te to be taken as 0.066 Litre/Te

FL = Revised price of diesel

FLo = Base price of diesel

37.05.3 Price Variation on Diesel for loading of Coal and OB / Sand

Loading of Coal by Pay Loader :

Diesel Price Variation Rate in Rs. per Te. = $0.066 \times$ Variation in the price of diesel per Ltr. from base price

Loading of OB / Sand by Excavator:

Diesel Price Variation Rate in Rs. per Cum. = $0.25 \times$ Variation in the price of diesel per Ltr. from base price

Loading of Sand by Pay Loader :

Diesel Price Variation Rate in Rs. per cum. = $0.116 \times$ Variation in the price of diesel per Ltr. from base price

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

[Since there is no formula given for escalation in drilling in coal/OB, escalation on drilling in coal/OB will not be applicable.]

===== X =====

**-PROFORMA FOR CONTRACTOR'S BID AND ACCEPTANCE OF BID CONDITIONS
(To be uploaded by the Bidder on his letter head during submission of bid online)**

To :

Sub : BID for the Work _____

NIT No.:.....

dated.....

Tender Id No:.....

Dear Sir,

This has reference to above referred bid. I/we have read and examined the conditions of contract, technical specifications, BOQ and other documents carefully.

I /We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the bid conditions and bid documents in its entirety for the above work and agree to abide by and fulfill all terms and conditions and specifications as contained in the bid document.

I/we here by submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document.

I/We hereby confirm that this bid complies with the Bid validity, Bid security and other documents as required by the Bidding documents.

If any information furnished by me/us towards eligibility criteria of this bid is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against CIL/Subsidiary.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and Western Coalfields Ltd

Should this bid be accepted, we agree to furnish Performance Security within 28 days of issue of letter of acceptance and commence the work within 30 days of issue of letter of acceptance. In case of our failure to abide by the said provision WCL shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period 12 months.

Yours faithfully,

Signature of Bidder
In case of JV, signature of all partners

Annexure B.

Format of Affidavit to deploy matching equipment / tippers / Payloaders.

(To be filled by the Bidders).

Non-Judicial Stamp Paper of Rs. 10/-

AFFIDAVIT.

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

1. We are submitting Bid for the work against Bid Notice
No..... dated.....

2. We hereby confirm that we shall deploy matching equipment, dumpers, tippers etc. of required capacity as
per NIT either owned or through hiring and the details of owned equipment is given below with documentary
evidence (enclosed).

Owned by the tenderer

Sl. No.	Equipment type and capacity	Registration No. (Copy of Registration Certificate to be enclosed)	Make and model	Minimum number
1				

Signature of the Bidder.

Dated.....

In case of joint venture the affidavit shall be
signed by all the members of JV

Seal of Notary

Format for Affidavit:

To be Submitted by Bidder on Non-Judicial Stamp Paper of Rs. 10/- duly attested by Notary Public.
(For commitment, genuineness of the information furnished and authenticity of the documents furnished during bidding process)

AFFIDAVIT.

I/We,.....,Proprietor/Partner/Legal Attorney/ Director/ Accredited Representative of Shri/Smt./M/S., solemnly declare that:

1. I/We am/are submitting Bid for the work.....against Bid Notice No. dated..... and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.

2.(i) Myself / Our Partners/Directors don't has/have any relative as employee of..... (Name of the Company)

(ii) That the firm/companyundertakes, pledges and promise that it will not engage any activities involving child labour and that it will not secure any services that will tap or employ children nor will it promote and encourage any activities or enterprises involving child labour, with respect of above mentioned work.

(iii) That the firm/ companyand any of its any Directors/ partners / officers/ supervisors will not engage, employ or tap any children nor will it contract any business to any contractors or sub- contractors who are engage in child labour, with respect of above mentioned work.

(iv) That, if it is reported and proved that the firm/ company has engage any child labour, then the firm/ company undertakes to pay the penalty as imposed by WCL as per the terms and conditions of the contract.

(v) That, if it is reported and proved that the firm/ company has engaged any child labour, then the firm/ company undertakes to comply with any other direction issued by WCL as per the terms and conditions of the contract.

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

4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.

5. I/ We hereby authorize department to seek references / clarifications from our Bankers.

6. I/We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.

7. *We hereby undertake that we shall obtain Service Tax registration in respect other partners of JV, if the work is awarded to us and submit the same before any payment is made to us.

OR

*We have service tax registration in respect of all the partners of JV and shall submit the same if the work is awarded to us

(applicable for JV only)

* Delete whichever is not applicable.

8. ** I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs.
(In case of JV, all partners are covered)

OR

**I / We have been banned by the organization named “_____” for a period of
..... year/s, effective from to.....

[in case of JV, name(s) of the JV Partner(s)]

** Delete whichever is not applicable.

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

Dated
partners of JV

Signature of the Bidder
In case of JV, Signature of all

Seal of Notary

PRE-CONTRACT INTEGRITY PACT

(To be signed on Plain Paper)

This pre-contract Agreement (hereinafter called the Integrity Pact) is made on

____ day of the month of ____ 20... at

BETWEEN

.....coalfields Ltd. acting through.....on behalf of the Chairman and Managing Director,coalfields Ltd. (hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/s._____ represented by Shri_____ (hereinafter called the BIDDER /SELLER which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to execute (Name of the work) and the BIDDER / SELLER is willing to offer / has offered the services and

WHEREAS the BIDDER is a private company / public company / Government undertaking/ partnership/ proprietorship/ joint venture constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/ Department of the Govt. of India/ PSU performing its functions on behalf of the President of India.

NOW THEREFORE,

To avoid all forms of corruption, by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract, to be entered into with a view to:

Enabling the BUYER to complete the desired work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for any advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will , during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYERS will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular, commit itself to the following:

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with BUYER.

3.3 BIDDERS shall disclose the name and address of the Agents / representatives and Indian BIDDERS shall disclose their foreign principals of associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents / brokers of any other intermediary in connection with this bid / contract.

3.5 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payment he has made is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.6 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.

3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.8 The BIDDER shall not use improperly for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.11 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER or alternatively, if any relative of an officers of the BUYER has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term relative for this purpose would be as defined in Section 6 of the Companies Act, 1956.

3.12 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transaction, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject ,BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount..... (as specified in the NIT), as Earnest Money/Bid security with the BUYER in the mode as specified in the bid document.

5.2 The Earnest Money/ Bid security shall be valid for a period as specified in the bid document.

5.3 In case of the successful bidder a clause would also be incorporated in the Article pertaining to performance security/ bid security in the contract that the provisions of sanctions for Violation shall be applicable for forfeiture of Performance security / bid security in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for Violation of this pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions wherever required.

i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Security (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

iii) To immediately cancel the contract if already signed, without giving any compensation to the BIDDER.

iv) To recover all sums already paid by the BUYER and in case an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

vii) To debar the BIDDER from participating in future bidding processes of the Govt. of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broker with a view to securing the contract.

ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

x) Forfeiture of Performance Guarantee/ Security Deposit in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf, (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor (s) appointed for the purposes of this Pact.

7. Fall clause

The BIDDER undertakes that it has not supplied/is not supplying similar products/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/department of the Government of India or PSU and if it is found at any stage that similar products/systems or subsystems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1 The BUYER has appointed independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. (Name and addresses of the Monitors are listed in NIT).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions, neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all documents relating to the Project/procurement, including minutes of meeting.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder / Subcontractor(s) with confidentiality.

8.7 The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Book of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to five years Or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDERS/seller, including warranty period, whichever is later. In case the BIDDER is unsuccessful, this Integrity Pact shall expire after Six (06) months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this integrity pact at ____ on_____ .

BUYER

BIDDER

(Name of the Officer)

Chief executive officer
(Name of the Officer)

Designation

PSU

Witness
(Name & Full Address)

Witness
(Name & Full Address)

1. _____

1. _____

2. _____

2. _____

NOTE: Subject to change as approved from time to time.

PROFORMA OF JOINT VENTURE /CONSORTIUM AGREEMENT

(On Non-Judicial Stamp paper of appropriate value as per provision of the Stamp Act applicable in the concerned state)

This Joint Venture /Consortium agreement is made on thisday of.....

AMONGST/BETWEEN

M/s....., having its registered Office at Represented by Shri.....(Name and Designation) of M/s.....Who has power of Attorney to enter into Joint Venture /Consortium with.....and Sign all documents/ agreements on behalf of M/s..... (hereinafter referred to as".....") AND

M/s....., having its registered Office at Represented by Shri.....(Name and Designation) of M/s.....who has power of Attorney to enter into Joint Venture /Consortium with.....and Sign all documents/agreements on behalf of M/s..... (hereinafter referred to as".....").

The expressions M/sand M/s.....Shall, wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as "Joint Venture /Consortium/Parties" and individually as "Joint Venture /Consortium Partner/Party".

WHEREAS M/s.....and M/s.....agreed to form a Joint Venture /Consortium in order to join their forces to obtain best results from the combinations of their individual resources of technical and management skill, finance and equipment for the benefit of the project and in order to submit the Bid for the work of " (hereinafter referred to as "Project") under.....(Name of Company(hereinafter referred to as "the principle Employer").

The Parties hereby enter into this Joint Venture /Consortium Agreement (hereinafter referred to as "Joint Venture /Consortium Agreement") to jointly prepare and submit the Bid for the Project and in the event of securing the Project from the Employer, to execute the Project in accordance with the Contract terms and conditions, to the satisfaction of the Principal Employer.

NOW THEREFORE, the parties, in consideration of the mutual premises contained herein, agree as follows:

1) FORMATION AND TERMINATION OF THE JOINT VENTURE /CONSORTIUM.

The parties under this Agreement have decided to form a Joint Venture /Consortium to submit the Bid for the above Project and execute the Contract with the Principal Employer for the Project, if qualified and awarded.

- a) The name and style of the Joint Venture /Consortium shall be "....." (hereinafter called the "Joint Venture /Consortium")

b) The Head Office of the Joint Venture /Consortium shall be located at..... and the site office will be located at the site of the Project. All communication regarding the project will be made to..... Telephone Nos.....

c) None of the parties of the Joint Venture /Consortium shall be allowed to assign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture /Consortium to any party including the existing partner of the Joint Venture /Consortium.

d) The term of the Joint Venture/Consortium shall begin as on the date first set forth above and shall terminate on the earliest of the following dates.

i) The Joint Venture /Consortium fails to obtain qualification from the Employer.

ii) The Contract for the Project is not awarded to the Joint Venture /Consortium.

iii) The Employer cancels the Project

iv) Either Party commits material breach of this Agreement and fails to cure such breach within the period designated by the non-defaulting Party

v) Both parties agree to terminate this Agreement in writing.

vi) The Project is completed including defects liability period to the satisfaction of the Employer and all the parties complete any and all duties, liabilities and responsibilities under or in connection with the Contract and the Joint Venture /Consortium Agreement.

2) LEAD PARTNER.

M/s..... shall be the Lead Partner of the Joint Venture /Consortium and is responsible for performing a key function in contract management. M/s..... shall be attorney of the parties duly authorized to incur liabilities and receive instructions for and on behalf of any and all partners in the Joint Venture /Consortium and also all the partners of the Joint Venture /Consortium shall be jointly and severally liable during the bidding process and for the execution of the contract as per contract terms with the employer in accordance with the power of attorney annexed. All Joint Venture /Consortium partners M/s..... & M/s..... nominate and authorize Shri..... (name and designation) of M/s..... to sign all letters, correspondence, papers & certificates and to submit the Pre-qualification Application / Bid documents for and on behalf of the Joint Venture /Consortium.

3) REPRESENTATIVE OF THE PARTNERS OF THE JOINT VENTURE /CONSORTIUM.

Each constituent party of the Joint Venture /Consortium appoints the following personnel as the representative of the relevant party with full power of attorney from the Board of Directors of the concerned company.

JV / CONSORTIUM Partner Name Position in the respective Company

M/s.....

M/s.....

4) PARTICIPATION SHARE & WORK RESPONSIBILITIES.

4.1 The parties agree that their respective participation share (hereinafter called „Participation Share“) in the Joint Venture /Consortium shall be as follows:

M/s..... :% (.....per cent)
M/s..... :% (.....per cent) and
M/s..... :% (.....per cent)

4.2 The Parties shall share the rights and obligations, risk, cost and expenses, working capitals, profits or losses or others arising out of or in relation to execution of the Project in proportion to their share of participation in the Joint Venture /Consortium except as otherwise agreed.

4.3 The parties shall jointly execute the works under the Project as an integrated entity and allocate responsibilities as regards division of work between themselves by organizing the adequate resources for successful completion of the Project. However all parties shall remain jointly and severally responsible for the satisfactory execution of the Project in accordance with the Contract terms and conditions.

5) JOINT AND SEVERAL LIABILITIES.

All partner of Joint Venture /Consortium shall be liable jointly and severally during the Pre-qualification and Bidding process; and in the event the contract is awarded, during the execution of the Contract, in accordance with Contract terms.

6) WORKING CAPITAL

Each party shall contribute working capital for equipment, labour and material or any expenses incurred for execution of the Project or any other investment required in connection with the execution of the project proportionate to the participation ratio.

7) BID SECURITY:

Bid Security, Performance Security and other securities shall be paid by the Joint Venture /Consortium except as otherwise agreed.

8) PERSONNEL & EQUIPMENT

Team of Managers / Engineers of all the partners of the Joint Venture /Consortium will form part of the core management structure and assist in execution of the project. The list of Personnel and equipment proposed to be engaged for the project by each Party will be decided by the management committee.

9) NON PERFORMANCE OF RESPONSIBILITY BY ANY PARTY OF JOINT VENTURE /CONSORTIUM.

a) As between themselves, each Party shall be fully responsible for the fulfillment of all obligations arising out of its scope of the work for the Project to be clarified subject to the Agreement between the Parties and shall hold harmless and indemnified against any damage arising from its default or non-fulfillment of such obligations.

b) If any Party fails to perform its obligations described in this Agreement during the execution of the Project and to cure such breach within the period designated by the non-defaulting party, then the other party shall have the right to take up work, the interest and responsibilities of the defaulting party at the cost of the defaulting party.

c) Stepping into the shoes of the existing partner of Joint Venture /Consortium with all the liabilities of the existing partner from the beginning of the contract with the prior approval of company.

d) Notwithstanding demarcation or allotment of work of between/amongst Joint Venture /Consortium partners, Joint Venture /Consortium shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.

e) In case bid being accepted by Company, the payments under the contract shall only be made to the Joint Venture /Consortium and not to the individual partners.

10) BANK A/C.

Separate Bank A/c. shall be opened in the name of the Joint Venture /Consortium in a scheduled or Nationalized Bank in India as per mutual Agreement and all payments due to the Joint Venture /Consortium shall be received only in that account, which shall be operated jointly by the representative of the Parties hereto. The financial obligations of the Joint Venture /Consortium shall be discharged through the said Joint Venture /Consortium Bank Account only and also all the payments received or paid by company to the Joint Venture /Consortium shall be through that account alone.

11) LIMIT OF JOINT VENTURE /CONSORTIUM ACTIVITIES.

The Joint Venture /Consortium activities are limited to the bidding and in case of award, to the performance of the Contract for the Project according to the conditions of the Contract with the Employer.

12) TAXES.

Each Party shall be responsible for its own taxes, duties and other levies to be imposed on each party in connection with the Project. The taxes, duties and other levies imposed on the Joint Venture /Consortium in connection with the Project shall be paid from the account of the Joint Venture /Consortium.

13) EXCLUSIVITY

The Parties hereto agree and undertake that they shall not directly or indirectly either individually or with other party or parties take part in the Bid for the said Project. Each Party further guarantee to the other party hereto that this undertaking shall also apply to its subsidiaries and companies under its direct or indirect control.

14) MISCELLANEOUS:

a. Neither party of the Joint Venture /Consortium shall assign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture /Consortium to a third party without the Agreement of the other parties in writing and also without the permission of the Employer.

b. Subject to the above clause, the terms and conditions of this agreement shall be binding upon the parties, the Directors, Officers, Employees, Successors, Assigns and Representatives.

15) APPLICABLE LAW

This agreement shall be interpreted under laws and regulations of India.

IN WITNESS Whereof the Parties hereto have hereunder set their respective hands and seals the day, month, year first above written.

For

Signature _____
(Name & Full Address)

.....
(Official Seal)

Place

Date

Witness
Signature

(Name & Full Address)

.....

For.....

Signature _____
(Name & Full Address)

.....
(Official Seal)

Place

Date.....

Witness
Signature

(Name & Full Address)

.....

PROFORMA of BANK GUARANTEE IN LIEU OF BID SECURITY/EARNEST MONEY

To

.....
.....

Dear Sir,

1. In consideration of the notice issued by.....having its registered office at.....(hereinafter called " the Company" which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to accept from M/s.....having its registered office at.....(herein after called „the said Bidder" which expression shall unless repugnant to the subject or context includes its successors and assigns) a Bank Guarantee from a Scheduled Bank in lieu of deposit of Bid Security/Earnest Money in Bank draft amounting to Rs..... for the due fulfillment of the terms and conditions contained in the Bid No.....dated....., we.....Bank (hereinafter referred to as the Bank) having its office/Branch..... do hereby undertake to pay the company an amount not exceeding Rs.....on demand by the company, for the reason of any breach by the Bidder of any of the terms and conditions contained in the said Bids. The decision of the company as to whether any such breach having been committed by the Bidder shall be final and binding on us.

2. We.....Bank do hereby undertake to pay an amount due and payable under this guarantee without any demur merely on a demand from the company stating that the amount claimed is due from the Bidder for the reason of breach by the said Bidder of any of terms and conditions contained in the said Bid or for the reason of the Bidder failing to keep the Bid valid. Any such demand made on the Bank shall be conclusive. As regards the amount due and payable by the Bank under this Guarantee shall be restricted to an amount not exceeding.....

3. We, the said Bank further agree that the Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect till a demand or claim under this guarantee is made on us in writing on or before the.....**..... We shall be discharged from all liability under this Guarantee thereafter.

** the bank shall allow guarantee up to bid validity period plus 90 days considering date of submission/revised submission or up toas fixed by the Notice Inviting Authority.

4. We, the said Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the company in writing and agree that any change in the constitution of the said Bidder or the Bank shall not discharge our liability hereunder.

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

Signed and sealed this.....day of.....at.....

SIGNED, SEALED AND DELIVERED
For and on behalf of the Bank by:
(Signature)
(Name)(Designation)
(Code number)(address)

"The Bank Guarantee as referred above shall be operative at our branch at **Nagpur** payable at **Nagpur**.

Signature of the authorized person For and on behalf of the Bank.

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To.....

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

Dated..... Between (Name of the company)

and (Name of the Contractor)

WHEREAS

..... (Name and address of the Contractor) (herein after called "the Contractor") has entered into a contract made as per letter of acceptance.....dated.....(herein after called the said contract) with (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 the Contractor shall furnish a Performance Security in the shape of Bank Guarantee from a Schedule bank for a sum of Rs..... as security for due compliance and performance of the terms and conditions of the said contract.

We..... (name of the Bank) having its branch/Office at..... have, at the request of the Contractor, agreed to furnish this bank Guarantee by way of performance Security.

NOW, THEREFORE, we the..... Bank (herein after called The Bank) hereby, unconditionally and irrevocably, guarantees and affirms as follows:

The Bank do hereby irrevocably guarantees and 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 thereunder, the Bank shall on its mere first written demand, and without any objection, demur and without any reference to the contractor, pay to the company the said sum of 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 failing 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.

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 or such lesser amount of the said sum of 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 ofand interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Contractor and discharged the guarantee.

The Bank further agrees 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 and 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 of 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 or such lesser sum as may then be deemed 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 day*..... of*..... and unless the guarantee is renewed or claim is preferred against the bank on or before 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.

* The date of guarantee shall cover a period of minimum one year or 90 days beyond the date of completion whichever is more.

Any notice by way of request, demand or otherwise hereunder maybe sent by post/e-mail/Fax addressed to the bank branch/operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

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 Sri..... who has signed it on behalf of the Bank has authority to do so.

Signed and sealed this.....day of.....at.....

SIGNED, SEALED AND DELIVERED
For and on behalf of the Bank by:

(Signature)
(Name)
(Designation)
(Code number)
(address)

“The Bank Guarantee as referred above shall be operative at our branch at **Nagpur** payable at **Nagpur**.”

**PROFORMA OF BANK GUARANTEE FOR RELEASE OF RETENTION MONEY/BID SECURITY
DEDUCTED @5% FROM RUNNING BILL
IN LIEU OF RECEIVING PAYMENT AGAINST THE SECURITY DEPOSIT ACCRUED ANNUALLY BY
PAYING THE RUNNING BILL AT 95%, i.e. THE RETENTION MONEY DEDUCTED @ 5% FROM
RUNNING BILL**

To

.....
.....

Re: Bank guarantee in respect of contract No.....

Dated..... between (Name of the)

And (Name of the contractor)

WHEREAS

..... (Name and address of the Contractor) (herein after called "the Contractor") has entered into a contract dated.....(herein after called the said contract) with (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 the Contractor shall furnish a Bank Guarantee from a Schedule bank for a sum of Rs..... as security for release of equivalent amount of Retention Money/Bid Security as per terms and conditions of the said contract.

We..... (name of the Bank) having its branch/Office at..... have, at the request of the Contractor, agreed to furnish this bank Guarantee by way of Bid Security.

NOW, THEREFORE, we the..... Bank (herein after called The Bank) hereby, unconditionally and irrevocably, guarantees and affirms as follows:

The Bank do hereby irrevocably guarantees and 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 thereunder, the Bank shall on its mere first written demand, and without any objection, demur and without any reference to the contractor, pay to the company the said sum of 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 failing 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.

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 he has discharged the guarantee.

The Bank further agrees 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 of 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 deemed 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 day*..... of*..... and unless the Guarantee is renewed or claim is preferred against the Bank on or before 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.

* The date of guarantee shall cover a period of minimum one year or 270 days beyond the date of completion whichever is more.
Any notice by way of request, demand or otherwise hereunder maybe sent by post/e-mail/Fax addressed to the bank branch/operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
The Bank has under it is constitution power to give this guarantee and Shri who has signed it on behalf of the Bank has authority to do so.
Signed and sealed this.....day of.....at.....

SIGNED, SEALED AND DELIVERED
For and on behalf of the Bank by:
(Signature)
(Name)
(Designation)
(Code number)
(address)

"The Bank Guarantee as referred above shall be operative at our branch at..... payable at.....

MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT.

1. Name of the Bidder :

2. Address of the Bidder :

.....

City..... Pin Code.....

E-mail Id

Permanent Account Number

3. Particulars of Bank:

Bank Name		Branch Name	
Branch Place		Branch City	
Pin Code		Branch Code	
MICR No.			
(Digital Code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your Bank for ensuring accuracy of the Bank Name, Branch Name and Code Number.			
RTGS CODE			
Account Type	Savings	Current	Cash Credit
Account Number (as appearing in the Cheque Book.			

4. Date from which the mandate should be effective.

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information. I shall not hold Company responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through SBI Net / RTGS transfer. I agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank for such e-transfer shall be borne by us.

Place :

Date:

Signature of the Party / Authorised Signatory

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

Banker's Stamp

Date

(Signature of the Authorised official from the Bank)

Bidders should accept on line the e-Tender Portal User Agreement enclosed as annexure J
User Portal Agreement (To be accepted by the bidder)

In order to create a user account and use the e-Tender portal you must read and accept this e-Tender portal User Agreement.

UNDERTAKINGS TO BE FURNISHED ONLINE BY THE BIDDER I DO HEREBY UNDERTAKE

1. That all the information being submitted by me/us is genuine, authentic, true and valid on the date of submission of tender and if any information is found to be false at any stage of tendering or contract period I/We will be liable to the following penal actions apart from other penal actions prescribed elsewhere in the tender document.
 - a. Cancellation of my/our bid/contract (as the case may be) and
 - b. Forfeiture of EMD/Performance Security (as the case may be)
and
 - c. Banning/delisting of our firm and all Partners/Directors/Proprietor of the firm for a minimum period of 12 months.

That I/we accept all terms and condition of NIT and tender document as a whole as available on the website.

That I/we accept the Integrity Pact as given in the tender document (if applicable).

That I/we am/are giving my/our consent for e-payment and submitting/shall submit the mandate form for e-payment in the format as prescribed in the document in case, the work is awarded to us.

That I/we do authorize WCL for seeking information/clarification from my Bankers having reference in this bid.

That I/we will upload original/certified photo/scanned of all the relevant documents as prescribed in the tender document in support of the information and data furnished by me/us online.

I/We confirm that I/We have not been banned or de-listed by any Govt. or Quasi Govt. agencies or PSUs. In case We are banned or delisted this information shall be specifically informed to the tender issuing authority.

That I/We accept all the undertakings as specified elsewhere in the tender document.

That this online agreement will be a part of my bid and if the work is awarded to me/us, this will be a part of our agreement with WCL.

B. TERMS AND CONDITIONS OF E-TENDER SERVICES AGREEMENT

COPY RIGHT NOTICE. Copyright©2013, Western Coalfields Limited, India. All rights reserved.

YOU MAY NOT MODIFY, COPY, REPRODUCE, REPUBLISH, UPLOAD, POST, TRANSMIT, OR

DISTRIBUTE, IN ANY MANNER, THE MATERIAL ON THE SITE, INCLUDING TEXT, GRAPHICS, CODE AND/OR SOFTWARE.

You may print and download portions of material from the different areas of the website solely for your own non-commercial use provided that you agree that you shall not change or delete any copyright or proprietary materials from the site.

www.tenderwizard.com/WCLCMC is an e-procurement portal of Western Coalfields Limited.

THIS E-TENDER PORTAL AND RELATED SERVICES SUBJECT TO YOUR COMPLIANCE WITH THE USER'S TERMS AND CONDITIONS SET FORTH BELOW;

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. YOU MAY NOT COMPLETE YOUR REGISTRATION AND USE THE E-TENDER PORTAL WITHOUT AGREEING TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW.

BY REGISTERING THE USER NAME AND PASSWORD, YOU AGREE TO ABIDE BY ALL THE TERMS AND CONDITIONS SET FORTH BELOW.
bidder Registration, Password and Security

Upon successful completion of Registration online, User ID and Password will be registered. You can login, only by giving valid User ID and Password and then signing with your valid Digital Signature Certificate.

The Online registration/enrollment of bidder on the portal should be done in the name of the bidder. The person whose DSC is attached to the Registered Bidder should be either the bidder himself Or, duly authorized by the Bidder.

User ID and password are strictly personal to each Authorised User and non-transferable. The User shall ensure that its Authorised Users do not divulge or disclose their user ID or password to third parties. In the event that the Authorised User comes to know that the User ID/ Password has been/might have been divulged, disclosed or discovered by any third party, user or its authorized user shall immediately modify the password using "Change password" option. WCL will have no responsibility or obligation in this regard.

At the time of enrollment in the e-Tendering portal of WCL, the Bidders should ensure that the status of DSC is active on this site. The activation of newly issued DSC may take 24 hrs or more. Hence Bidders who are obtaining new DSC should register at least 24 hrs before the submission of Bid.

By registering in this portal you forthwith assume the responsibility for maintaining the confidentiality of the Password and account, and for all activities that occur under your Password or Account. You also agree to (a) immediately notify by e-mail to Application Administrator/Nodal officer, of any unauthorized use of your Password or Account or any other breach of security, and (b) ensure that you log-out from your account at the end of each session. WCL shall not be liable for any loss or damage caused to you due to your failure to comply with the foregoing.

Registered user can modify or update some of the information in their profile as and when required at their own discretion. However some information such as "User ID" are protected against changes by Bidder after enrollment and some other information such as "Bidder Name" etc are protected against changes by Bidder after bid submission.

Western Coalfields Limited reserves right to interrupt/suspend the availability of the e-Tender system without any notice to the users.

System Requirements

It is the users responsibility to comply with the system requirements: hardware, software, Internet connectivity at user premises to access the e-Tender portal..

Under any circumstances, WCL shall not be liable to the Users for any direct/indirect loss incurred by them or damages caused to them arising out of the following:

- (a) Incorrect use of the e-Tender System, or ;
- (b) Internet Connectivity failures in respect of the equipments used by the Users or by the Internet Service Providers, or
- (c) Inability of the Bidder to submit their bid due to any DSC related problems, hardware, software or any other factor which are personal/ special/ local to the Bidder.

Contents of Tender Information

Tenders shall be published by the authorized Tender Inviting Authorities of the respective Tendering entities of WCL. In case of any clarifications arising out of the tenders, the users have to contact the respective Tender Inviting Authority.

Bid Submission Acknowledgment

The User should complete all the processes and steps required for Bid submission. The successful Bid submission can be ascertained once acknowledgment is given by the system through Bid control number, after completion of all the processes and steps. Western Coalfields Limited is not responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and so the same will not be available to the Tender Inviting Authority for processing.

The acknowledgment is the only confirmation of submission of bid, which the bidder can show as a proof of participating in the tender. Other than this acknowledgment, no proof will be considered as a confirmation to the submission of a bid. If the bidder fails to produce this acknowledgment required for verification in case of dispute, his claim for submission of bid may not be considered.

Upload files

The bidders have to ensure that the files being uploaded by them are free from all kinds of viruses and contains only the relevant information as stated by the Tender Inviting Authorities for the particular tender. It is not obligatory on the part of WCL to read each and every document uploaded by the Bidder. If any bidder / company has uploaded / attached irrelevant data, bogus or fabricated certificates towards his qualification requirements to the respective tender then their User account will be liable for termination permanently or temporarily by WCL without any prior notice.

User Conduct

You agree that all information, data, text, software, photographs, graphics, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content is originated. This means that you are entirely responsible for all Content that you upload, post, email or otherwise transmit via the e-Tender portal. WCL does not control the Content posted via the e-Tender portal and, as such, does not guarantee the accuracy, integrity or quality of such Content. Hence under no circumstances, WCL is liable in any manner for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, e-mailed or otherwise transmitted via the Site.

Amendments to a tender published:

You agree that the WCL reserves the right to re-tender / cancel a tender or extend the closing date or amend the details of tender at any time by publishing corrigendum as applicable.

Special Admonitions For International Use:

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online content and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data to and from India or the country in which you reside.

Links

The Site may provide, links to other World Wide Web sites or resources. Because WCL has no control over such sites and resources, you acknowledge and agree that the WCL is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that the WCL shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, Goods or Services available on or through any such site or resources.

Miscellaneous

This Agreement shall all be governed and construed in accordance with the laws of India & applicable to agreements made and to be performed in India. The e-Tender portal's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right.

Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. WCL may assign its rights and duties under this Agreement to any party at any time without notice to you. Any rights not expressly granted herein are reserved.

Governing Law

Terms shall be governed by, and construed in accordance with, Indian law. The parties agree that the principal civil court of the place where the registered office of Western Coalfields Limited is situated shall have non-exclusive jurisdiction to entertain any dispute with Western Coalfields Limited. In case of dispute being with a regional Institute of CMPDIL, the principle Civil Court where the said regional Institute is situated shall be place of suing.

WCL reserves the right to initiate any legal action against those bidders violating all or any of the above mentioned terms & conditions of e-Tender services agreement.

Modification of terms of Agreement

WCL reserves the right to add to or change/modify the terms of this Agreement. Changes could be made by us after the first posting to the Site and you will be deemed to have accepted any change if you continue to access the Site after that time. WCL reserves the right to modify, suspend/cancel, or discontinue any or all services/ make modifications and alterations in any or all of the content, at any time without prior notice.

Policy and Security

General Policy

WCL is committed to protecting the privacy of our e-Tender site visitors. WCL does not collect any personal or business information unless you provide it to us voluntarily when conducting an online enrolment, bid submission etc. or any other transaction on the Site.

Information Collected

When you choose to provide personal or business information to us to conduct an online transaction, we use it only for the purpose of conducting the specific online transaction that you requested. The information is also used for the purpose of vendor searches. For each online transaction, we require only a minimum amount of personal and business information required to process your transaction.

When you visit our portal to browse, read pages, or download information, we automatically collect and store only the following information:

- The Internet domain and IP address from which you access our portal;

- The date and time you access our portal;

- The pages you visit

This information would help us to make our site more useful to visitors and to learn about the number of visitors to our site and the types of technology our visitors use.

We do not give, share, sell or transfer any personal information to a third party unless required to do so by law. If you do not want any personal or business information to be collected, please do not submit it to us; however, without this required information we will be unable to process your online bid submission or any other on line transaction. Review, update and correction of any personal or business information can be done directly on the Site

Use of Cookies

When you choose to enter into an online transaction, we use cookies to save the information that you input while progressing through the transaction. A cookie is a very small amount of data that is sent from our server to your computer's hard drive. By enabling this feature, the cookie will remember the data entered by you and next time when you visit this site, the data stored in the cookie will be available in future.

Security

The Site has security measures in place to protect against the loss, misuse and alteration of information under our control.

Form-I under Annexure-K
Process Compliance
Form-I

(The bidders are required to send it duly signed and stamped on company's letterhead, before starting the Reverse Auction)

To,

M/s Antares Systems Ltd.
#24, Sudha Complex, 3rd stage, 4th Block
Basaveshwaranagar,
Bangalore-560079
Fax: 080-40482114

Sub: Agreement to the Process related Terms and Conditions for the Reverse Auction of NIT No. GM(CMC)/-----, Date : DD.MM.YYYY

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document for NIT No. GM(CMC)/-----, Date : DD.MM.YYYY

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We shall abide by all the terms and conditions as mentioned in the NIT as well as the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the online training about the auction functionalities and have understood the functionality of the same thoroughly.
- 4) We also confirm that we will email a scanned copy or fax the price confirmation & break-up of our quoted price as per the Form II.
- 5) We, hereby, confirm that we will honour the Bids placed by us during the auction process.
- 6) We also confirm that we will accept our Rank / Position that will be displayed when the Bidding Time is over of the Online Reverse Auction.

With regards,

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

Form-II under Annexure-K
Format for submitting last Quoted Prices (Price bid Breakup)

(To be submitted on Company Letter Head of Bidder within 2 Hours after Online auction through
Mail/Fax followed by Courier.)

To,

GENERAL MANAGER (CMC)
WESTERN COALFIELDS LIMITED
OFFICE OF THE GENERAL MANAGER (CMC)
7th Floor, COAL ESTATE CIVIL LINES,
NAGPUR – 440 001.
Ph.No. (0712)-2510048 Fax : (0712)-2510048

Subject: We hereby accept our Last Quoted Price in the Reverse Auction for Name of the Work:

For NIT No. GM(CMC)/-----

Date : DD.MM.YYYY

Particulars of Job	Quantity (in Te.)	Rate in Rs & Paise per Te	Amount in Rs
Total value of the work excluding Service tax Rs			

Business Rules for Reverse Auction

Against this NIT for this subject item with details scope of work as per our specification M/S Western Coalfield Ltd will conduct "Online Reverse Auction Procedure". i.e. ONLINE BIDDING ON INTERNET.

M/S Western Coalfield Ltd has engaged the services of a service provider who will conduct the reverse auction and provide all necessary training without any cost and assistance before commencement of the online bidding on internet.

After evaluation of Technical Bid and discovery of lowest rate and price quoted (overall) in the tender, on-line reverse bidding will be carried out only amongst the bidders declared qualified by the system and accepted the terms and conditions of reverse bidding process. The date and time and detailed clarification on reverse bidding process will be communicated by the Service provider to all qualified bidders by e-mail as well as through Telephone in advance. Bidders declared disqualified by the system will not be able to participate in reverse bidding process. In case of non-acceptance of Overall lowest bid price (start bid price of reverse auction) by any of the bidder(s) for participating in reverse auction, the system will declare start bid price as lowest bid price and disclose the name of the bidder who have quoted the overall lowest bid price as L1 bidder.

By default, 11.00 hrs. of the scheduled date of reverse bidding will be the Start Time of Reverse Bidding/auction. The reverse bidding will remain open for 4 hours i.e. from 11.00 hrs to 15.00 hrs on the scheduled date. However, the bidding time will go on extending automatically after 15.00 hrs. Up to 18:00 hrs. in the slab of 30 minutes each from latest bid time, if the latest response in the bidding is submitted within last 30 minutes of scheduled extended closing time of bidding.

The reverse bidding will again be continued on the 2nd day from 11.00 hrs. as per the norms followed after 15.00 hrs. on the first day of the reverse bidding. The process of reverse bidding will finally stop sharp at 18.00 hrs. on the 2nd day.

The bidding will also stop in case the particular bid remains up-responded for continuous 30 minutes

- 1 Only such bidders who are found Technically qualified as per NIT will be invited/permitted to participate in the reverse auction.
- 2 During the entire reverse auction process, which will be conducted simultaneously for all the items, the bidders will remain completely anonymous to all other bidders. The Lowest bid price (L1 Price) will only be visible on the screen, during the entire Reverse auction process.
- 3 There shall be a –Start bid Price (Base Price), which shall be the lowest financial acceptable price obtained through e-price bid. No bidder shall be allowed to bid higher than the Start bid price (Base Price), during the Reverse auction process.
- 4 During the reverse auction process, bidders shall not be allowed to bid equal to or higher than the lowest bid received till that time from any bidder. For example, if the lowest bid submitted by a bidder is Rs.10000.00 systems will not allow any other participating bidder to quote Rs.10000.00
- 5 The bid price for tender can be reduced by a bidder by a multiple amount of decrement given value only.

The participating bidders will be given option to reduce their rates in the Reverse Auction below the base price. However, any reduction less than the followings in overall quoted price of the work will not be accepted by the system:

For the tendered work value up to Rs. 5.0 Crore	:	Rs. 10,000/-
For the tendered work value exceeding to Rs. 5.0 Crore	:	Rs. 20,000/-
For the tendered work value exceeding Rs. 50.0 Crore	:	Rs. 50,000/-

An amount equal to or exceeding the above shall only be accepted by the system. Also the system will not accept the rate/amount higher than the base price and the system will not accept same overall amounts for two or more bidders in the Reverse Auction.

- 6 If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the e-tender price bid shall be considered as the valid price of that bidder. The status of the bidder (L1 , L2 etc) shall be evaluated considering either the bid price submitted in Reverse auction or the Price quoted in the e-tender price bid, whichever is lower.
- 7 Only the chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid of that bidder. Any bid submitted earlier by the bidder prior to submission of his last bid and before close of the auction will not be considered as the valid price bid.
- 8 The auction floor shall remain open on a pre-announced date and time, which shall be intimated to technically qualified bidders in advance. There would be an option for auto extension of the bidding time by 30 minutes every time, if a bid lower the lowest bid till that time is received within the last 30 minutes of the initial time slot. The extension of 30 minutes each shall be continued until no bid is received within the last extended time of 0 minutes.
- 9 On expiry of the closing of the auction, the bid history showing all the last valid bids offered along with name of the bidders will be published. All bidders shall have the facility to see and get a print of the same for their record.
- 10 All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by that bidder and acceptance of the same by WCL will form a binding contract between WCL.
11. The Service provider of e-Tendering will take all necessary steps to ensure smooth and uninterrupted functioning of system at their end. Bidders are advised to ensure stable connectivity at their end. Service provider or WCL will not be responsible for any disruption of connectivity or any failure at bidders end.
12. Manual extension of bidding time will not be allowed at the request of bidder. In case there is any technological or system failure at service provider's end the bidding will be paused and it will get extended for the period, the system remained down.
13. After completion of the reverse bidding, the L-1 bidder as emerged from the process of on line reverse auction has to produce his price break up as per **Annexure-K** within 2 hours through e-mail/fax followed by courier to GM(CMC), WCL

PART-II (Price-Bid)

1	Name of Tenderer	
2	Address of Tenderer	
3	Ownership Status of Tenderer	
4	Name of Person/Official (with designation) authorised to submit price bid.	
5	Amount of Earnest Money	
6	Date of opening of Tender (As per Tender Notice)	

SIGNATURE OF TENDERER

WESTERN COAL FIELDS LIMITED
OFFICE OF THE GENERAL MANAGER (CMC)
COAL ESTATE CIVIL LINES,
NAGPUR -1.
SCHEDULE

Name of the work: **PART-(A): Job No. (1):** Transportation of coal from coal stock yard of Inder UG to OC mine after weighing at weighbridge of Inder UG to OC to feeder breaker of Kamptee UG to OC mine, by hiring of tippers, loaded by hired pay loaders & unloading the same in to feeder breaker after weighing at weighbridge No.2 of Kamptee UG to OC Mine. **Job No. (2):** Transportation of crushed coal loaded directly into the tippers from chute of Kamptee UG to OC mine after weighing at colliery weighbridge No.1 to dumri Khurd railway siding and unloading at Platform, by hiring of tippers, re-weighment at weighbridge of Dumri Khurd Railway siding. **PART(B): Job No. (3):** Loading of coal from stock yard of Inder UG to OC into tippers/ trucks of road sale by hiring of equipment such as pay loader.

Time of Completion: 12 (Twelve) months for whole work.

e-TENDER NOTICE No.34/2015-16

Ref.No.WCL/GM/CMC/NGP/858

Date:10.08.2015.

Particulars of Job	Quantity (in Te)	Rate (Rs./Te)	Value (Rs.)
<p>1. Description of work:- PART-(A): Job No. (1): Transportation of coal from coal stock yard of Inder UG to OC mine after weighing at weighbridge of Inder UG to OC to feeder breaker of Kamptee UG to OC mine, by hiring of tippers, loaded by hired pay loaders & unloading the same in to feeder breaker after weighing at weighbridge No.2 of Kamptee UG to OC Mine.</p> <p>Minimum daily rate of transportation: 1600 Te.</p> <p>Lead : Average 3.65 Km</p>	5,70,000 Te.		
<p>Job No. (2): Transportation of crushed coal loaded directly into the tippers from chute of Kamptee UG to OC mine after weighing at colliery weighbridge No.1 to dumri Khurd railway siding and unloading at Platform, by hiring of tippers, re-weighment at weighbridge of Dumri Khurd Railway siding.</p> <p>Minimum daily rate of transportation: 1600 Te.</p> <p>Lead : Average: 11.70 Km</p>	5,70,000 Te		

<p>PART(B): Job No. (3): Loading of coal from stock yard of Inder UG to OC into tippers/ trucks of road sale by hiring of equipment such as pay loader. Minimum daily rate of loading: 300 Te.</p>	1,30,000 Te		
Total value of Job No. 1,2 &3 excluding service tax:			
Service tax @14% of total value of (PART-B) Job No.(3):			
Total Value of work excluding service tax of PART(A) & including service tax @14% of (PART-B) Job No.(3):			

SIGNATURE OF THE TENDERER
