

**EASTERN COAL FIELDS LIMETED  
OFFICE OF THE GENERAL MANAGER  
P.O. CHITRA, DIST, DHEOGHAR (JHARKHAND)**

**PART -I**

1. NAME OF WORK : 1. Deeping of pond and Construction of Guard wall at road side at Jamua Village under S.P. Mines Area.
2. TENDER NOTICE NUMBER : ECL/SPM/GM/AE(C)/T/11-12/55  
Dated- 01.02.2012.
3. DATE & TIME OF RECIEPT OF TENDER. : 27.02.12 up to 3.00 pm.
4. DATE & TIME OF OPENING OF PART-I TENDER. : 27.02.12 at 3.30 pm.
5. NAME AND ADDRESS OF THE TENDERER PAPER ISSUE :
6. DATE OF ISSUE :
7. COST OF TENDER PAPER :
8. CASH RECIEPT NUMBER AND DATE :

Part I of this tender document contains 19(Nineteen) pages.  
(From page 01 to page 19).

**SIGNATURE OF OFFICER  
ISSUING THE TENDER PAPER**

**EASTERN COAL FIELDS LIMETED**  
**(A Subsidiary of Coal India Limited)**  
**Office of the G.M., P.O: Chitra, Dist: Deoghar. (Jharkhand)**

Ref: - ECL/SPM/GM/AE(C)/T/11-12/55

Date. 01.02.2012

**ARBIDGED FORM OF NOTICE INVITING TENDER (NIT)**

Seal tender into two parts (part-1& part-II) are invited from reputed, bonafide and resourceful contractors having required qualification and suitable experience in work of similar nature in Govt./Semi Govt./ Public enterprises for the following jobs on percentage rate basis.

Sl. No	Name & place of work	Work Value Cost (Rs.)	Earnest Money (Rs.)	Application fee incl. VAT 13.5 % non-refundable (Rs.)	Time of Completion
1.	Deeping of pond and Construction of Guard wall at road side at Jamua Village under S.P. Mines Area	7,47,000.00	7,470.00	283.00	02 (two) months.
2.	Providing 38 nos. hand pump in nearby villagers under S.P. Mines Area.	18,82,000.00	18,820.00	565.00	03 (three) months.

Issue of tender document (on all working days): Begins on 17.02.12.  
Closes on 24.02.12.

Date and time of submission : Up to 3.00 pm on 27.02.12.

Date and time of opening of Part-1 Tender : At 3.30 pm on 27.03.12.

(At the Office of G.M., SP Mines Area, and P.O.: Chitra, Dist.: Deoghar.)

Cost of tender document shall be received in cash (non-refundable) up to 12.30 pm. No tender shall be issued or received by post.

Tender document can be downloaded from website [www.easterncoal.gov.in](http://www.easterncoal.gov.in) or <http://www.tenders.gov.in> Within 1days before the last date of sale of tender paper.

Duly filled tender offers shall have to be submitted at the office of the General Manager, SP Mines Area Po: - Chitra, Dist: - Deoghar.

Other details can be seen from detail tender notice attached with tender document.

E.C.L reserves the right to accept or reject any or all the tenders without assigning any reason what so ever.

Distribution:-

1. D (T) P&P/D(T)OP/D(Pers),E.C.L. Sanctoria
2. Chief Vigilance Officer, E.C.L Sanctoria.
3. C.G.M.(F)/C.G.M(E&M),E.C.Ltd. Sanctoria.
4. T.S. to C.M.D/T.S. to D.F, E.C.L, Sanctoria
5. G.M. (TS) OP/GM(plg)/GM(C& Env.)/G. M (CMC) E.C.L. Sanctoria
6. C.F.M. (RB), E.C.L. Sanctoria
7. All G.M/Area Engineer (Civil), E.C. Ltd-with a request to display in notice board.
8. Agent, Chitra colliery, SP Mines Area.
9. A.F.M./ Sr.A.O, SP Mines Area.
10. Honorable secretary, Builders Association of India, Asansol Centre, Luthuria Road, Neamatpur, P.O. Sitarampur Dist: - Burdwan.
11. PRO, E.C.L, HQ, Santoria -with a request to display in the website at the earliest.

**Area Engineer(Civil)**  
**SP Mines Area**

**EASTERN COAL FIELDS LIMETED**  
**(A Subsidiary of Coal India Limited)**  
**Office of the G.M., P.O: Chitra, Dist: Deoghar. (Jharkhand)**

Ref: - ECL/SPM/GM/AE(C)/T/11-12/55

Date. 01.02.2012

**NOTICE INVITING TENDER(NIT)**

Sealed tenders in two parts (Part I and Part II) are invited on percentage basis from reputed, bonafied, competent and resourceful contractors having reputed qualification and suitable experience in work of similar nature in Govt./Semi Govt. or public sector / joint sector Enterprises (Managed jointly by Govt. & privet sector) for the following job at S.P. Mines Area:

Sl. No	Name & place of work	Work Value Cost (Rs.)	Earnest Money (Rs.)	Application fee incl. VAT 13.5 % non-refundable (Rs.)	Time of Completion
1.	Deeping of pond and Construction of Guard wall at road side at Jamua Village under S.P. Mines Area	7,47,000.00	7,470.00	283.00	02 (two) months.
2.	Providing 38 nos. hand pump in nearby villagers under S.P. Mines Area.	18,82,000.00	18,820.00	565.00	03 (three) months.

**1. (a) Issue of tender document :** Begins on **17.02.12**& close on **24.02.12**

(Issue/sale up to 12.30 PM on working days except Sunday & Holyday)

**(b)**Tender paper may be obtained (1) from the office of the General Manager S.P. Mines area.

(Civil Engg. Deptt.) P.O: Chitra, Dist: Deoghar. (Jharkhand).

Tender document can be displayed through website from 17.02.12 to 24.02.12.

Tender document can also be downloaded from website [www.easterncoal.gov.in](http://www.easterncoal.gov.in) or <http://www.tenders.gov.in> for participation in the Tender process. Cost of tender document shall be paid in cash, which is non- refundable. In case of tender document obtained by downloading from website, cost of tender document shall have to be deposited by the tenderers in the form of “**Demand Draft**” at the submission of Tender along with the **EMD**. Tenderers shall be solely responsible for the correctness of the downloaded tender documents. Submission of incomplete downloaded tender document will be rejected. No tender shall be issued or received by post.

**2. Date and time of submission of tender :** on 27.02.12 from 9.30AM to 3.00PM at the office of the General Manager S.P. Mines Area.(Civil Engg. Deptt.)

**3. Date and time of opening of Tender(Part –I) :** on 27.02.12 at 3.30 PM (Part-I) only at the office of the General Manager S.P. Mines Area.(Civil Engg. Deptt.). If the office happens to be closed on the date of opening of the tender as specified or due to any reason the tender will be opened on the next working day at the same time and venue.

**4. Tenderers are required to deposit the requisite amount of Earnest Money & Tender fee may be deposited either in Cash with the Cashier S.P. Mines Area or Demand Draft in favour of “EASTERN COALFIELDS LIMITED A/C S.P. Mines”. on any nationalized bank payable at Chitra / Asansol preferably on State Bank of India and same should be submitted in a separate sealed cover super scribed “EARNEST MONEY”. No tender shall be considered unless accompany by the requisite Earnest Money & Tender documents cost in case of Tenderers who will download tender document from Website for submitting their offer.**

**5. Tender will be received in two parts i.e. Part-I & Part- II each in separate sealed cover beside the third cover containing “Earnest Money”, super scribing the name of work and part of tender paper it contains. Part-I shall contains the updated VAT/Sales Tax (current validity), I.T. PAN No., documents in support of fulfillment eligibility criteria, status of the farm showing type of formation ( Proprietor, partnership, Limited Company /any other type) Audited balance sheet , the commercial and technical condition etc. and Part- II shall contain price bid only. All the**

three sealed covers of **Part-I, Part-II & Earnest Money** are to be put under **another cover** duly sealed while submitting the tender super scribing on it the NIT No., name of work, name & address of the tenderers and clearly mentioning that this sealed cover contain Part-I, Part-II & Earnest Money covers for the particular work.

The bank draft towards the cost of tender documents (Application fee) and the undertaking of the tendered as given in the Tender document shall be submitted **in a separate envelope marked “Cost of tender documents& the Undertaking” & not with Part-I/EMD.**

6. Eligibility Criteria: -

(A) The intending tender most have in its name as a prime contractor Experience of having successfully completed work during last seven years ending on 31<sup>st</sup> March of previous financial year should be either of the following

(i) Three similar or any type of civil completed works for better competition each costing not less than 40% of the respective estimated cost.

**OR**

(ii) Two similar or any type of civil completed works for better competition each costing not less than 50% of the estimated cost.

**OR**

(iii) One similar or any type of civil completed works for better competition costing not less than 80% of the estimated cost.

**Similar Nature Means :- Civil works. Broadly building construction or building maintenance or road construction or road maintenance or water supply or civil industrial construction as the case may be.**

(b) Average annual financial turnover of Civil Engg. works during last three years, ending 31<sup>st</sup> March of previous financial year should be at least 30% of the estimated cost.

7. The intending tenderer must submit documentary evidence in support of 6(a)&(b) above in the form of certified copy of work order, completion certificate , payment certificate/vouchers indicating the period of work for which payment has been made.

8. In addition the intending tenderer has to submit certified copy of the following documents:

- (i) VAT Registration.
- (ii) I.T (Permanent Account No)
- (iii) Professional Tax (if applicable)
- (iv) Audited Balance sheet (if applicable)
- (v) Status details of the firm, copy of Affidavit in case of individual copy of the partnership deed / memorandum of Association and Article of Association in case of limited company.(if any)
- (vi) Declaration for not banning/ Delisting by any Govt.(Quasi Govt. Agencies or PSUs with details.)

Earnest money etc. Shall qualify for opening of part-II of tender i.e. **(Price bid)**. All such documents shall be attested and authenticated before submission and original shall be produced for verification as an when required. **Mere issuance for tender paper will not make a party eligible for opening of part-II tender.** The date of opening Part-II shall be notified separately only to the qualified bidders of part-I.

9. The validity period of the tender shall be 4(four) months from the date of opening of price bid or received price bid , if any, other details may be obtained from the tender documents.

10. In the event of being **awardee / recipient** of the contract, the said contractor, **who does not have PF/EPF code No**, no recipient of **work order** , has to apply to respective PF commission for obtaining **PF/EPF Code No.** and shall have to ensure implementation of CMPF and miscellaneous provision Act, 1948 & allied schemes framed the tender in respect of contractors workers deployed by him/ them and **will have to recover statutory dues and deposit the same along with employer’s contributions(Contactor share) to the respective CMPF office** and to submit statutory returns under intimation to the principal employer.

**OR**

**Those tenders who are registered under EPF Scheme and their employees covered under the said scheme may continue to operate under EPF Scheme. They should furnish such proof.**

11. ECL wouldn't be liable for any compensation due to stoppage / change in scope of work due to local disturbance, change in Govt. policy, law and any order of judiciary, obstruction or delay by any out side elements/ agency.
12. The bidder should furnish complete bank details mentioning bank A/c no, Name of Bank and name of branch with postal address of the bank. The tenderers should visit the site of work before offering their tenders. Others details are available in the Tender documents.
13. The contractor should make arrangement of the initial medical Examination of the workman before they are engaged for any mines jobs in the Colliery Hospital. The charges for the same shall be recovered from their bills.
14. The contractors should ensure deployment only vocationally trained workmen before they are engaged in any mines job.
15. The contractors has to ensure supervision of the work under execution by a qualified supervisor in case of underground work.
16. In case of contact for a period of 06 or more than 06 months, payment of wages of the contract workers are to be made only through bank by the contractor. The contractor should get account opened by the workers engaged by them. The wages must be as per minimum wages implementation of provision relating to CMPF/EPF should be ensure on priority.
17. The contractor has to issue Identity card to the workers engaged by them/ him.
18. No documents will be received / considered by the tender committee for the purpose of evaluation of the tender after scheduled date and time of dropping of the tender. No further correspondence will be made regarding any lacking document neither any further opportunity will be provided for submission of the documents after the deadline, however, clarification, if necessary may be asked by the management.
19. No conditional tender will be accepted.  
The ECL, S.P. Mines Area authority reserves the right to accept or reject the tender fully or partly or distribute the work amongst the different tenders without assigning any reason whatsoever.

**Area Engineer(Civil)  
SP Mines Area**

**Distribution:-**

1. D (T)P&P/D(T)OP/DT(F)/D(P), E.C.L. Sanctoria
2. C.V.O-E.C.L, Sanctoria.
3. C.G.M.(Civ. & Env.)/ G.M(SC),E.C.L. Sanctoria.
4. G.M, S.P. Mines
5. Agent, SP Mines Area.
6. A.F.M., SP Mines Area.
7. Cashier, S.P. Mines
8. All Notice Boards, S.P. Mines.
9. Area Security Officer, S.P. Mines Area for needful action during submission/opening of tender.
10. All CGM/ GM of the area of ECL
11. All Area Engineer(Civil), E.C.L.
10. Honorable secretary, Builders Association Of India, Asansol Centre, Luthuria Road, Neamatpur, P.O. Sitarampur Dist:- Burdwan.
11. PRO, E.C.L,HQ, Santoria-with a request to display in the website at the earliest.

**Eastern Coalfields Limited**  
**Office of the G.M, SP Mines Area.**  
**P.O. Chitra, Dist-Deoghar. (Jharkhand)**

**Detailed Tender Notice**

Sealed tenders in prescribed forms and parts with the name of work super scribed as: -

1. Deeping of pond and Construction of Guard wall at road side at Jamua Village under S.P. Mines Area.

1. NIT No. ECL/SPM/GM/AE(C)/T/11-12/55 Dated. 01.02.2012 on each of the Envelopes are invited at the office of the General Manager, SP Mines Area , P.O. Chitra, Dist- Deoghar up to 3.00 p.m. on 27.02.12 tender will be opened at 3.30 pm on 27.02.12 in presence of the attending tenderers or their authorized representative subject to submission of valid and requisite earnest money.

2. Tenders should be submitted in the prescribed form in time these forms together with proposed contract document may be obtained from the above office during normal working hours on payment of Rs.283.00 for each set. The payment is to be made in cash. General specification and description of work may be seen at the office of the G.M, SP Mines Area. Chitra. In case of down loading the tender document from website cost of tender document to be deposited by the tenderer in form of demand draft in favor of “Eastern Coalfields Limited” A/c SP. Mines, payable at Chitra, S.B.I

a) No tender shall be issued or received by post.

b) Tenders not received in time are liable for rejection.

c) The tender thus submitted shall consist of the following: -

i) Complete set of tender documents as sold duly filled in and signed as required in the different pages/places of the tender documents including tender notice, as applicable and also signed the enclosers .

ii) Earnest money deposit (as specified here after).

iii) Power of attorney in the case the tender is signed by an authorized representative of the tenderer.

iv) Full name and address of the tenderer and the authorized agent delivering the tender shall be written on the bottom left hand corner of the sealed cover.

3) Earnest money @ 1% (one percent) of the tentative value should be deposited by the tenderers and enclosed with tender, demand draft drawn in favor of “Eastern Coalfields Limited” A/C SP. Mines, on any Nationalized Bank Payable at Chitra preferably on state bank of India .

4) No tender shall be considered unless accompanied by the said earnest money.

5) The earnest money will be retained in the case of successful tenderer in due course and will not carry any interest. The earnest money deposited by the successful tenderer will be dealt with as provided in the tender documents.

6) Every tenderer is expected, before quoting his rates, to peruse the requirements of materials /workmanship under specification/requirements and conditions of contract and to inspect the site area of the proposed work. A schedule of quantities is enclosed with the tender notice/tender document. He should quote specific rate for each item in the schedule and the rates shall be rupees and paise. The rates will be written both in words and figures and the unit in works and the amount Totaled. The rates for work should be inclusive of all incidentals, overheads, leads, lifts, carriage etc.

As may be attendant upon execution and completion of the items it shall be deemed that the tenderer has visited the site /area & got fully acquainted with the working conditions and other equivalent conditions and function thereto whether be actually visit the site /area or not and have taken all the factors into account while quoting his rates.

7. a) Correction where unavoidable shall be made by crossing out and rewritten attested with full signature & date by the tenderer. Erasing overwriting in the tender documents may disqualify the tender .

b) The tender shall be submitted in English and the signature of the tenderer should be attested by at least one witness. The names, occupation and addresses of the witness/as shall be stated.

When a tenderer signs a tender in a language other than English, the total amount of the tendered value should also be written in the same language.

8) The tenderer shall closely peruse all specifications clauses which govern the rates for which he is tendering.

- 9) The work should be completed within specified time to the contractor, which ever is later.
- 10) The G.M,SP Mines, Chitra, Eastern Coalfields LTD, Does not bind himself to accept he lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and to split up the work between two or more tenderers or accept the tender in part and not entirely.
- 11) The tenderers should also state what technical/supervisory personnel he /they will be employing for supervising the work.
- 12) The tenders will indicate the equipment /machinery /vehicles he /they is /are going to use on this job and also give adequate evidence of his experience in doing similar works and financial capacity to complete the work in time.
- 13) Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by tenderers who resort to canvassing shall be liable to rejection.
- 14) An intending tenderer, after obtaining tender documents on payments having doubts as to the meaning of any part of the tender documents may submit to the official inviting tender a written request for interpretation or clarification thereof .Any interpretation or clarification of the tender documents by formal addendums of issued by the official inviting tender shall only be final and valid and binding on the company and tenderers.
- 15) On receipt of letter intent issued by the company for acceptance of the tender. the successful tenderer shall sign the agreement /work order issued by the company in the proper departmental form for the due fulfillment of the contract. Failure to enter into the required agreement /work order to be entered into between the contractor and the company shall be foundation of the rights of both the parties and the contract shall not be deemed to be completed until The agreement /work order is signed by both the contractor and the company.
- 16) The tender remain valid for a period of 4(four)months from the date of tender or tender or revised price bid if any, which ever is later. The tender extended by mutual agreement, without the consent in writing of the company revoke or cancel his tender or to vary the tender submitted or any terms thereof.
- 17) This detailed tender notice shall be deemed to be part of the agreement.

#### **Addendum to the General terms and Conditions**

##### **1) Quality assurance/materials testing:-**

The Engineer-in-charge shall be entitled to have tests carried out at the cost of the contractor for any materials, according to the standard practice followed for such tests, other than those for which satisfactory proof has already been furnished by the contractor who shall provide at his expenses all facilities which the Engineer-in- charge may required for the purpose. The cost of any other tests, if so required by the Engineer-in- charge, shall be born by the contractor only if the test results disclose that the said materials are not in accordance with the provision of the contract. The cost of materials consumed in such tests shall however be born by the contractor.

##### **2) Supply of materials:-**

Cement and reinforcement steel which earlier used to be supplied to the contractors will not be done any more. Cement, reinforcement steel and all other materials required for completion of work are to be procured by the contractor with their own resources from the available source.

##### **3) Issue of non-stipulated materials:-**

In case of exigency and on written request of the contractor and depending upon the availability of the particular material in store, S.P.Mines Area, Chitra, the same may be issued to the contractor.

In the event of issue of such non-stipulated material to the contractor the recovery will be made at highest of the following rates.

- (i) Procurement price + 20.375%
- (ii) Market rate.

##### **4) Permissible limits for normal recovery/penal recovery against stores issued:-**

- (i) Cement: After completion of the work, the theoretical quantity of cement to be used on the work shall be calculated as per specification over this theoretical quantity of cement

variation shall be allowed up to 5% plus/minus for work the tendered value of which is not more than two lakhs up to 5% plus/minus for the works, the tendered value of which more than two lakhs but up to five lakhs, and up to 3% plus/minus for the works tendered value of which is more than five lakhs. The difference in the quantity of cement actually issued to the contractor and the theoretical quantity including authorized variations, if not returned in perfectly good condition by the contractor, shall be recovered at a twice the issue rate. In the events of this being discovered that the quantity of cement use is less than the quantity ascertained as herein including authorized variation on the minus side as stipulated above, the cost of the quantity of cement not so used shall be recovered from the contractor on the basis of the stipulated issue rate and carriage to site.

- (ii) Reinforcement Steel: In case of reinforcement steel the theoretical consumption shall be taken as quantity required as per design, including authorize lapps plus 5% wastage due to cutting into pieces, over this theoretical quantity variation up to plus 5% or minus 4% shall be allowed due to wastage being more or less.

The difference in the quantity of the reinforcement steel actually issued to the contractor and the theoretical quantity including authorize wastages and variations as mentioned above, if not returned by the contractor in perfectly good condition shall be recovered at twice the issue rate.

The above provisions are without prejudice to the right of E.C.L to take action against the contractor under the condition of the contract for not doing the work according to the prescribed specification.

5) Tender on percentage basis:

In case of tender on percentage basis, the tenderer must quote percentage above/below/at par both in figures and words. The amount should also be worked out by the contractor on the basis of quoted percentage.

6) Discrepancy in rates and its settlement:

Any difference detected in the tender between rate in figure and in words or tallying with the rate in figure/word will be settle in the following manner:

- (a) When there is a difference between the rate in figure and in words, the rate which corresponds to the amount worked out by the contractor, shall be taken as correct.
- (b) When the amount is not worked out by the contractor or it does not corresponds with the rate written either in figures or in words, then the rate quoted by the contractor in words shall be taken as correct.
- (c) When the rate quoted by the contractor in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.

7) Factory made shutters:

If provided in the specification, the factory made shutter are to be procured only from those factories, which are duly approved by E.C.L, HQ.

8) Initial security deposit:

on acceptance of tender/issue of work order, the contractor will have to deposit balance amount of initial security deposit within 21 days from the date of issue of work order. Also none judicial stamp paper for Rs. 10.00 and 25 Nos. dami papers should be furnished for execution of the agreement within 21 days from the date of issue of work order if work value is more than 5 lakhs.

9) Concreting works:

All concreting work will have to be done by using mixer machine. Also for proper compaction vibrator will have to be used where needed.

10) Hire charge of the departmental road roller:

Departmental road roller may be issued on written request if available. The hire charge of departmental road roller will be Rs. 600.00 only (Rupees six hundred only) per day which would operate during official working hours only.

**EASTERN COALFIELDS LTD.**  
 (A SUBSIDIARY OF COAL INDIA LIMITED)  
**ANNXURE 'A'**  
**(GENERAL TERMS AND CONDITIONS),**

**1. Definition:**

(i) The word authority wherever occurs in the conditions ,means the Eastern Coalfields Ltd. represented at the Eastern Coalfields Ltd. Headquarters, by the General Manager(C) of the Eastern Coalfields Ltd or his authorized representative or any other officer specially deputed for the purpose.

(ii)the word contractors/contractors wherever occurs means the successful tenderer /tenderers/who has /have deposited the necessary security money &has /have been given written intimation about acceptance of tender.

**2. Responsibilities of the contractor /contractors:**

(i) The Eastern coalfields Ltd. reserves the right to let other contracts 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 keep on the work during the progress a competent Superintendent and necessary assistants who shall represent the contractors in his/their absence. Important directions shall be confirmed to the contractors in writing. If the contractor/contractors in course of the work finds/find any discrepancy between the drawing forming part of the contract documents and the physical conditions of the locality or any errors or omissions in drawings except those prepared by himself/themselves and not approved by the Engineer-in-Charge it shall be his/their duty to immediately inform the Engineer-in-charge in writing and the Engineer-in-Charge shall verify the same. Any work done after such discovery and without intimation above will be done at the risk of the contractor/contractors.

(iii) The contractor/Contractors shall employ only competent skilful and orderly men to do the work. The Engineer-in-Charge shall have right to ask the contractor/ Contractors to remove from the work site any man of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within three hours of such order.

(iv) (a) Precautions shall be exercised at all times for the protection of persons (including employees) and property. The sagely required or recommended by all applicable laws, cods 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 E.C.L. against any claim on this account.

(b) All the scaffoldings, ladders, and such other structures, which the workmen are likely to use, shall be examined by the Engineer-in-Charge or his authorized, representative whenever they went and the structure must be strong, durable and of such design as required by them. In no case any structure condemned by the Engineer-in-Charge or his authorized representative shall be kept on the work, and such work must be pulled down within three hours of such condemnation and any certificate or instruction, however, shall in no way, detract the contractor/contractors from his/their responsibility as an employer, as the Authority shall in no way, be responsible for any claim.

( C ) The contractor/contractors shall at all times exercise reasonable precautions for the safety of employee in the performance of his/their contract and shall contract and with all applicable provisions of the safety laws drawn up by the State or Central Govt. or Municipalities and other authorities in India. The contractor/contractors shall comply with the provisions of the safety Hand book as approved and amended from time to time by the Ministry of steel Mines & Fuel of Labour Ministry.

(v) The contractor/contractors shall familiarize, themselves with and be governed by all laws and rules of Indian and local Statutes and orders and regulations applicable to his/their work.

(vi) 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 by the contractor at his own cost. The contractor/contractors shall vigorously prohibit the committing of nuisance at any other place.

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

(viii) (a) All taxes whether, Municipal, Provincial or central etc. and cess, royalties etc, those are payable or may become payable shall be to the contractor's account and shall be deemed to have been included in the tender for the works to be executed by him/them. The contractor/contractors will have to produce a certificate from the appropriate authorities of the State government to the effect that all dues about royalty have been paid. This certificate will have to be produced before final payment made/ security released.

(b) On account of manufacture of Brick of collection of minerals in area (both virgin and non virgin) acquired by the Eastern Coalfields Limited, the contractor will have to produce a royalty clearance certificate from the District authorities before full and final payment.

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

(ix) The contractor/contractors shall make his/their own arrangement for all material, tools, staff and labour required for the contract, which shall include cost of lead lift, loading, unloading, railways freight, recruiting expenses and any other charges for the completion at the work to the entire satisfaction of the authority.

(X) The contractor/contractors shall make their own arrangement for carriage of all materials to the worksite at his/ their own cost and supply of all water required for the contracted work and drinking water to his/their workmen.

(xi) The work shall not be sublet to any other party, unless approved by the Engineer-in-Charge in writing.

(xii) No fruit tree or valuable plant or trees with a trunk diameter exceeding 6' shall be pulled destroyed or damaged by the contractor/contractors or any of his/ their employees without the prior permission of the authority, failing which the cost of such trees or plant shall be deducted from the contractor/contractors dues at the rate to be decided by the Authority. The rates quoted are supposed to include clearance of shrubs and jungles and removal of such trees up to 6' dia as will be permitted by Engineer-in- Charge in writing.

(xiii) The contractor /contractors shall not pay less than the minimum wages to the labour engaged by him /them as per minimum wages Act 1948(11 of 1948) or such other legislation or award as may be in force and in this matter the decision of the authority shall be final and binding .

(xiv) All account shall be maintained in English and authority shall have the right of access and inspection of all such books of accounts etc. relation to payment of payment of laborers as may be considered necessary and the authority may arrange for witnessing the payment to the laborers by its representatives.

(xv) The contractor /contractors shall in addition to any indemnity provided by law, indemnify the authority against all liability as whatsoever arising out of the workmen's compensation Act .1923 or any enactments and amendments there to and shall be wholly responsible for observance of all statutory rules and regulations under any act or award of the Govt. in force in matters relating the employment payment & retrenchment of labor no claim shall lie against the authority for damage done by any act of good or on account of circumstances beyond the authority control.

If in any matter which is not expressly provided for or against in these conditions any matter or practice appears prejudicial to the interest of the authority or the public the authority may call upon contractor /contractors to remedy modify or remove such matter or practice and this shall be binding the contractor /contractors

### **3. Statement to approximate quantities variations additions alterations drawings and specification: -**

(i) The quantities noted in schedule 'A' are approximate and no claims shall be made against the authority for reduction or enhancement of quantities.

(ii) Any item of the work provided in the schedule and found not necessary during the progress of the work may be omitted at the option of the authority and no claims shall lie against the authority on that account.

(iii) The engineer –in-charge shall have power to make any alterations in or additions to the original specification drawing designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor/contractors shall be bound to carry out the work in accordance with any instructions which might be given to them in writing signed by the Engineer –in-charge and such alterations shall not invalidate the contract and any additional work which the contractor/contractors may be directed to do in the manner above specified as part of the work, the work shall be carried out by the contractor /contractors on the same conditions in al respects on which they agreed to do the main work and at the same rates as specified in the tender for the main work .

(iv) The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work and the certificates of the Engineer-in-charge shall be conclusive as to such proportion and if the additional work includes any class of work for which no rate is specified in this contract then such rates shall be fixed as follows.

(a) If the item exists in the ECL's or CCL schedule of rates it will be paid for at scheduled rate plus or minus the percentage by which the tendered amount as quoted by the contractor /contractors for the whole work is above or below the estimated amount.

(b) If the said item does not exist in the CCL/ECL schedule of rates then a new rate shall be framed by the engineer-in-charge by analysis on current market rates of material and labour involved and in case of any difference between the contractor/contractors and the engineer-in-charge as to the fixation of the rate the matter may be referred to the GM(Civil)ECL HQ/CGM(E&M)ECLHQ whose whose decision shall be final and binding on the contractor /contractors.

Provided always that: -

(c) Contractor/ contractors shall not be entitled to any payment for any additional work done unless he /they received and order in writing from the Engineer-in-charge for such additional works.

(d) The contractor /contractors shall be bound to submit his /their claim for any such additional work done during any month on or before the 15<sup>th</sup> day of the following month accompanied by the written order for the additional work and the contractor/contractors shall not be entitled to any payment in respect of such additional work if he /they fail to submit his /their claim within the aforesaid period.

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

(vi) (a) The work may be stopped at any time by the authority on giving the contractor or his agent on the works seven days notice in writing and the measurement of the works shall be made by the Engineer-in-charge ECL concerned at any time fixed by him in writing subsequent to the expiry of said notice. The measurement shall be carried out at said appointed time notwithstanding whether the contractor is present or not. On payment of the work done and approved as ascertained by the said measurements the contractor shall have no further claims against the authority and the contractor shall not be entitled to claim any damages or compensation on that account.

(b) Any claim as to measurement which the contractor has to make shall be made in writing within seven days of the date of measurement taken by the engineer-in-charge of ECL as aforesaid and any claim in respect of such measurement made more than seven days after the taking of such measurement shall be deemed to have been waived by the contractor and would not be maintainable.

#### **4. Rates Materials And Workmanship:**

(i) The rates quoted shall be for finished work inclusive of all materials of construction.

(ii) (a) The authority will have full and final authority to reject any material on work due to a defect therein and the contractor /contractors shall forthwith remedy the defects at his/their expense and no further work shall be done in connection with particulars building or portion of the building till such time as the defect is removed to the entire satisfaction of the engineer-in-charge.

(b) If at any time a material of construction is declared unsuitable by the authority such materials shall be forthwith removed from the site and shall not be offered again for inspection or inclusion in the construction.

(iii) (a) Accurate record of materials if supplied by the authority should be kept by the contractor/contractors and the record shall be open to check by Engineer-in-charge or his authorized representative.

(b) The account of materials shall also be maintained in a register which shall be offered signed both by the authority representative of the engineer-in-charge and the contractor/contractors all materials tools and plants brought shall be deemed to hold in lien by the authority and contractor /contractors shall not have the right to remove the same from the site without the written permission of the engineer-in-charge. However the authority shall not be liable for any loss theft or damage due to fire or other causes sustained during this period of lien .

- (iv) The contractor/ contractors shall be responsible for correct and complete execution of the work in a workman like manner with the materials as per specification which shall always be subject to the approval of the authority at all stages of work .
  - (v) All work under or in courses of execution or executed in pursuance of the contract shall at all times be open to inspection and supervisions by the engineer –in charge or by the GM(Civil) or his authorized representative and the contractor /contractors shall allow the same and shall implement all instructions that may be given by the authority from time to time.
  - (vi) The contractor /contractors shall give not less then one week’s notice to the authority before covering up or otherwise placing beyond the reach of measurement any work in order that the same be measured and finally inspected and shall not cover up or otherwise place beyond reach any work without the written consent from the authority failing which any such work may be uncovered at the contractor’s /contractors expenses.
5. Payments:
- (i) “On account” payment may be made at intervals provided that such payments shall not be made more than once in a calendar month/ fortnight. “Those on account” payment will be subjected to recovery on account of security money as detailed in “Tender for Works”, which will be withheld and retained as a security for the due fulfillment to the contract. When the completion of the entire work is certified total accounting will be made and the contractor/contractors shall draw final payment of all the money due or payable to them under or by virtue of the contract. The amount withheld from the bills will be retained and paid to the contractors/contractors together with the initial security deposits within a period of six month/ months or as soon as after the expiration of the such period of the six month/months provided that in case of the building work of the above said amount shall be refunded after a period of six month/months or at the end of one full monsoon whichever is later in point of time. During the period of six month/months or the full monsoon season mentioned above, contractor shall be responsible to the set right any defect or defects that might appear in the works and in case of building work, the above amounts shall be paid only after the buildings have proved to be completely watertight during one full monsoon and all the defects have been made good. In case anything is found to have been paid in excess, the contractor/ contractors shall return the same.
  - (ii) No interest is payable on amounts withheld under this item of the agreement.
  - (iii) The authority shall be at liberty to deduct from the security deposit or from any other sum due or to become due under this contract or under any others contract all sums that becomes due to the E.C.L. All bills shall be pre-audited before payments, which will be made by cheque only.
6. Date of commencement, rate of the progress, delays forfeiture and penalties:
- (i) The contractor/contractors shall submit a construction schedule showing the order in which they propose to carry out the work, the date on which he/they will start the several salient features(including procurement of the materials plant and the contemplated that for completely the same.). For the purpose of preparing the schedule, the work shall be deemed to have commenced within ten calendar days of the date of issue of the workorder.
  - (ii) The works should be commenced within ten 10 days from the issued of the workorder to the tenderer and be completed on or before the date of completion specified in the agreement.
  - (iii) The time allowed for carrying out the work as entered in the contract agreement shall be strictly observed by the contractor/contractors and the time of completion of the work shall be reckoned from the ten days after the issue of the work order to the tenderer. The work shall throughout the stipulated period of the contractor be carried on with all due diligence(time being deemed to be the essence of the contract, on the part of the contractor/contractors) and the contractor/contractors shall pay as compensation and amount up to 1 per cent of the amount estimated cost of the whole works as shown by the tender for everyday that the work remains uncommenced or unfinished after the proper dates. In the events of the contractor/contractors failing to comply with the rate of progress specified in the agreement, they shall be liable to pay as compensation amount up to 1 per cent of the said estimated cost of the whole work for the every week that the due quantity of the work remain incomplete. Provided always that the entire amount of the compensation to be paid under the provision of these clause shall not exceed 10 per cent of the estimated cost of the work as shown in the tender.

- (iv) If the progress of any particular portion of the work is unsatisfactory the engineer in charge shall notwithstanding that the general progress is satisfactory in accordance with clause 6(iii) be entitled to take action under the clause 6(v) after giving contractor/contractors ten days notice in writing and the contractor/contractors will have no claim for compensation for any loss sustained by them owing to such action.
- (v) To employ another agency of executing the job or labour paid by the authority and to supply materials to carry out the work or any part of the work debating the contractor/contractors with the cost involved in engaging another agency or the cost of the labour and the prices of the materials or the amount of which cost and the price certificate of the engineer-in-charge shall be final and conclusive against the contractor/contractors as the case may be and crediting them with value of work done in all respect in the same manner and at the same rate of the contract, the certificate of the engineer-in-charge as to the value of work done shall be final conclusive against the contractor/contractors

#### 7. Termination of Contracts:

- (i) The contract may be rescinded and the security deposit and the other due of this work or any other work done under the authority may be forfeited and brought under the absolute disposal of the authority if in the opinion of the authority (a) either the work is not progressing satisfactory likely to be completed within the stipulated time or: (b) if the contractor/contractors fail to comply with the terms and condition or: (c) if it is found that the irregularities mentioned under the clause 2(xi) above have been committed.
- (ii) On receipt of the notice terminated of the contract, the contractor/contractors would be entitled to payment of the work actually done except in case of the condition (c) above and the amount to be paid will be decided by the authority in the right of the clause 6(iii) and (v) above.

#### 8. Adjustment of the dues:

If any sum found due and payable to the authority from the contractor/contractors in connection with this or any other contractor/contractors the authority shall have right and liberty to adjust the same out of the dues under other contract or this contract.

- 9. In respect of interpretation of any clause to item specification herein incorporated the interpretation of the GM(Civil) will be final and binding.

#### 10. Cement steel or any Govt. controlled materials :

- (a) Cement is available in stock will be supplied to the contractor at the prevalent store issue rate at the colliery/HQ store.
- (b) The contractor will have to make his own arrangement for procurement and purchase for the steel material however the authority may assist him by giving suitable recommendation for the procurement of steel if required.
- (c) For the materials price of which is controlled by the Govt. the contractor will be entitled to the extra payment only to the extent the price is increased since the date of submission of his tender and vice versa.

SUPPLEMENTARY TO ANNEXURE `A`  
ADDITIONAL SAFETY MEASURES TO BE TAKEN BY THE CONTRACTORS

**SAFETY CODE**

- (i) Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazzdoor shall be engaged for holding the ladder and if the ladder is used carrying materials as well suitable footholds and handholds shall be provided on the ladder and the ladder shall be giving an inclination not steeper than  $\frac{1}{4}$  to  $1\frac{1}{4}$  horizontal and 1 vertical.)
- (ii) Scaffolding or staging more than 12" above the ground or floor, swung or suspended from an overhead support or erected on stationary support shall have guard rail properly attached, bolted, braced and otherwise secured at least 3 feet high above floor or platform of such scaffolding or staging and ends thereof with only such opening as may be necessary for the delivery of the materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- (iii) Working platform gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 12 feet above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fenced as described in (ii) above.
- (iv) Every opening in the floor of the building or in working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 3'. 0".
- (v) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be provided securely fixed. No portable single ladder shall be over 30 feet in length while the width between side rails in rung, ladder shall in no case be less than 11.5" for ladder up to and including 10 feet in length. For longer ladders this width should be increased at least 1/4% for each additional feet of length. Uniform stop spacing shall not exceed 12.0". Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall also provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceeding at all that may be brought by any person for injury sustained owing to neglect of the above precaution and to pay any damages and cause which may be awarded in any such suit, action or proceeding to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.
- (vi) Excavation and Trenching:  
All trenches four feet or more in depth, shall at all times be supplied with at least one ladder for each 100 feet in length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 3' above the surface of the ground. The side of the trenches which are 5' or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 5 feet of the edge of the trench or half of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under cutting shall be done.
- (vii) Demolition:  
Before any demolition work is commenced and also during the process of the work
  - (a) All roads and open areas adjacent to the worksite shall either be closed or suitably protected.
  - (b) No electric cable or apparatus which is liable to the source of danger even a cable or apparatus used by the operator shall remain electrically charged.
  - (c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, or other part of the building shall be over loaded with debris or materials as to render it unsafe.
- (viii) All necessary personal safety equipment as considered adequate by the

Engineer-in-Charge should be kept available for the use of the persons Employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned.

- a) Workers employed in mixing asphalted materials cement and lime mortars shall be provided with protective footwear and protective goggles.
- b) Those engaged in white washing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.
- c) Those engaged in welding works shall be provided with welders.
- d) Stone brokers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- e) When workers are employed in sewers and manholes which are in use the contractor shall ensure that the manhole covers or opened and are ventilated at least for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
- f) The contractor shall not employ men below the age of 18 and women of the work of painting with products containing lead in any form whenever man above the age 18 are employed for the work of lead painting of following precaution should be taken.
  - 1) No paint containing lead or products should be used except in the form of paste or readymade paint.
  - 2) Suitable face mask should be supplied for use by the workers when paint is applied in the form of spray or
    - A surface having lead paint dry rubbed and scrapped.
- 3) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during the process of work..
- ix) When the work is done near any place where there is risk of drowning all necessary equipments should be provided and kept ready. Prompt rescue of any person in danger adequate provision should be made for prompt first-aid treatment for all injury likely to be sustained during the course of the work.
- x) Use of hoisting machines and tackle including their attachment anchorage and support shall conform to the following standard or conditions.
  - 1) a) Those shall be of good mechanical construction sound material and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
    - b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strengths, and free from patent defects.
  - 2) Every crane driven or hoisting appliance operator shall be properly qualified and no person under an age of 21 years should be in-charge of any hoisting machine including any scaffold which or give signals to the operator.
  - 3) In case of every hoisting machine and of every chain ring book shackle swivel and pulley block used in hoisting or lowering or as means of suspension of the safe working load shall be ascertained by adequate means .Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load in case of hoisting machine having a variable safe working load each safe working load of the conditions under which it is applicable shall be clearly indicated . No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
  - 4) In case of departmental machines the safe working load shall be notified by the electrical engineer in charge. As regards contractor's machines the contractor notify shall the safe working lode of the machine to the engineer in charge whenever he brings any machinery to site for work and get it verified by the electrical engineer concerned.
- xi) Gearing transmission, electric wiring and other dangerous parts or hoisting appliances should be provided with efficient safeguard. Hoisting appliances should be provided with such means as will reduce to minimum risk of accidental descent of the load. Adequate precaution should be taken to reduce to the minimum risk of any part of suspended load becoming accidentally displaced.

When workers employed on electrical installations, which are already energised, insulating mats wearing apparel such as gloves sleeves and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

- xii) All scaffolds ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.
- xiii) Those safety provisions, shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. The person responsible for compliance of safety code shall be named therein by the contractor
- xiv) To ensure effective enforcement of the rules, regulation relating to safety precaution the arrangement made by the contractor shall be opened to inspection by the Labour Officer, Engineer-in-Charge of the department or their representative.
- xv) Notwithstanding with above clauses from(i) to (xiv) there is nothing in these to exempt the contractor from the operations of any other act or rules enforce in the Republic Of India.

**Eastern Coalfields Limited**  
**(A Subsidiary of Coal India Limited),**  
**Of fice of the General Manager, SP Mines Area.**

TENDER DOCUMENT PART-1.

TO BE FILLED UP BY THE CONTRACTORS.

1. Name of Tenderer :
2. Whether individual proprietorship  
Partnership or Limited Company :
3. Postal address of the Company/  
Proprietor together with  
Telephone etc. :
4. In respect of proprietorship/  
Partnership/ Limited Company the  
Names of of the Proprietor/ Partner/  
Directors together with their  
Address. :
5. List of other firms/partnership  
doing business in ECL where in  
the above firm/ partners/  
Directors. :
6. Whether proprietors/partners/  
Directors are connected with any  
Employee working in ECL, if so  
the details of the employees,  
designation and place of posting etc. :
7. Any contract being carried on  
in ECL by the above firm/proprietor/  
partnership/Limited company in his  
own name and if so , the details of  
the contract being executed .
8. Details of sales tax registration  
number/VAT number if any .
9. Whether the tenderer is an income  
tax assesses on and if so , the year  
up to which the last assessment  
has been made, income tax clearance  
certificate should be enclosed .
10. **FINANCIAL STATUS :**  
Latest assessment order of  
Contractor's account from Income  
Tax Department.  
OR  
Latest balance sheet audited by a chartered accountant.:

**Details of work completed during last 5 year .**

Details of work .	Work order No.and amount.	Organization for which work executed.	Completion amount and completion	Photo copy of w.o. enclosed.	Photo copy of completion certificate enclosed.
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- 1.
- 2.
- 3.
- 4.
- 5.

12.

**Details of works presently in hand.**

Details of work. Work order no. & amount.	Organization for which work is Being executed.	Photocopy of w.o. enclosed.
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**13. Year wise details of similar nature work done and payment received during last three year.**

Year	Detailsof work	W.O.No.& amount	Organization for which. work executed/being executed.	Amount/payment recieved during the Year.	Photo copy of certificate issued By the office of W.O issuing Authority indicating The details of column 1 to 5 enclosed.
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- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

14. List of technical personnel available with the contractor with their qualification.
15. List of construction equipment available with the contractor:
16. Details of registration/enlistment No. with Govt/ Semi Govt. organization.
17. Details of Earnest money deposited (Cash Receipt or demand draft)
18. Details of licence for carrying out electrical works.

Signature of contractor .

**IMPORTANT NOTE:**

- 1) Tenderers are requested to furnish the full and complete information as required under Serial N.o.11, 12, &13 of Part –1 in the respective column only. In case of inadequate space against particular column the relevant information should be furnished in the separate enclosure in the same manner as specified stating the column No. on top of the sheet in tabulated fashion year wise as per Performa. Photo –copies of documents /credentials as asked for under S1.No.11,12,&13 should be neat and legible .
- 2) Qualification/eligibility of tenderer for opening the part-II of tender should be clearly established in clause No.11to13 itself with documentary proofs as desired in the NIT.
- 3) Tenders of those tenderers not complying the above guide lines are liable for summary rejection.
- 4) Exemptions granted earlier for depositing earnest money for tenders in ECL is not applicable for this tender.The tenderers are to deposit earnest money as laid down in the tender notice /tender documents. Tender without earnest money as specified shall not be considered.

**SPECIAL GUIDELINE FOR THE TENDERERS FOR SUBMISSION OF TENDER**

- 1) Tenderers are requested to pay special attention to go through notice inviting tenders and place the contents of part-1 cover meant for part-1 and the contents of part-II in the cover meant for part-II of the tender as specified in the NIT, so that improper placement of contents in two covers of part –I and part-II does not take place .The improper placement of contents are liable to disqualify the tenderer for consideration .
- 2) Tenderers are requested to seal separately the two covers of part –I, part-II after placing the correct contents into them. Two covers of part –part-II and I and separate cover for earnest money should be placed under another cover duly sealed while submitting the tender.
- 3) Tenderers should ensure to drop the tender in the tender Box , placed in the office meant to receive the tender will before the closing time as notified in N.I.T.
- 4) The information's of part –I of tender shall be examined and the part-II of tender of such tenderers shall only be opened who will qualify in the light of various stipulations given in NIT. The date and time of opening of part-II of tenders shall be intimated to the parties subsequently and the same shall be opened in the presence of the tenderers or their authirised representatives who choose to be present  
The part –II of the tender of such tenderers who will not qualify for opening shall stand rejected.

**EASTERN COAL FIELDS LIMETED  
OFFICE OF THE GENERAL MANAGER  
P.O. CHITRA, DIST, DHEOGHAR (JHARKHAND)**

**PART -II**

1. NAME OF WORK : 1. Deeping of pond and Construction of Guard wall at road side at Jamua Village under S.P. Mines Area.
2. TENDER NOTICE NUMBER : ECL/SPM/GM/AE(C)/T/11-12/55  
Dated- 01.02.2012.
3. DATE & TIME OF RECIEPT OF TENDER : 27.02.12 up to 3.00 pm.
4. DATE & TIME OF OPENING OF PART-I TENDER : 27.02.12 at 3.30 pm.
5. NAME AND ADDRESS OF THE TENDERER PAPER ISSUE :
6. DATE OF ISSUE :
7. COST OF TENDER PAPER :
8. CASH RECIEPT NUMBER AND DATE :

Part II of this tender document contains 05 (seventeen) pages.  
(From page 20 to page 24).

**SIGNATURE OF OFFICER  
ISSUING THE TENDER PAPER**

**PERCENTAGE TO BE QUOTED BY THE TENDERER (SI.NO-1)**

To  
 General Manager,  
 S.P.Mines Area,  
 P.O: Chitra., Dist. Deoghar.(Jharkhand)

Dear Sir,

I/We offer to undertake the work at the percentage rate quoted below.

1. Name of work: Deeping of pond and Construction of Guard wall at road side at Jamua  
 Village under S.P. Mines Area.

2. Estimated cost of the work Rs.7,47,377.91 based on 'CPWD-2007' SOR .

3. Rate quoted in figure: ----- % above/below/at par.

Rs.-----.

4. Rate quoted in words: -----

-----  
 % above/below/at par.

Tender amount in figure.

Rs.\_\_\_\_\_.

Tender amount in words

Rupees \_\_\_\_\_

\_\_\_\_\_

Yours faithfully,

Signature of Tenderer

Name:

Address:

**Sl. No:1**

**Name of the work:** Deeping of pond and Construction of Guard wall at road side at Jamua Village under S.P. Mines Area

**Rate based on 'CPWD-2007' SOR.**

<b>Sl.</b>	<b>Item of work</b>	<b>Quantity</b>	<b>Rate (Rs.)</b>	<b>Per</b>	<b>Amount</b>
1	E/W in Excavation by mechanical means/ manual means over areas (exciding 30cm in depth 1.5 mtr. in width as well as 10sqm. on plain.	6000	101.85	M <sup>3</sup>	611100.00
2.	E/W in Excavation by mechanical means/ manual means in foundations trenches or drain including dressing of sides and ramming of bottoms . lift up to 1.5mtr including getting out the excavated soil and disposal of surplus excavated soil as directed within a lead of 50mtr. all kind of soil.	36	103.40	M <sup>3</sup>	3722.40
3	Providing and laying in position cement concrete of specified grade up to plinth level 1:4:8	5.4	2449.00	M <sup>3</sup>	13224.00
4	Brick work with FPS brick in CM 1:6	52.87	2121.75	M <sup>2</sup>	112176.92
5	12 mm plaster of mix.1:6	105.75	67.65	M <sup>2</sup>	7153.99
<b>Total Rs.</b>					<b>747377.91</b>

Signature of the Tenderer:

**EASTERN COAL FIELDS LIMETED  
OFFICE OF THE GENERAL MANAGER  
P.O. CHITRA, DIST, DHEOGHAR (JHARKHAND)**

**PART -I**

1. NAME OF WORK : 2. Providing 38 nos. hand pump in nearby villagers under S.P. Mines Area.

2. TENDER NOTICE NUMBER : ECL/SPM/GM/AE(C)/T/11-12/55  
Dated- 01.02.2012.

3. DATE & TIME OF RECIEPT OF : 27.02.12 up to 3.00 pm.  
TENDER.

4. DATE & TIME OF OPENING OF : 27.02.12 at 3.30 pm.  
PART-I TENDER.

5. NAME AND ADDRESS OF THE  
TENDERER PAPER ISSUE :

6. DATE OF ISSUE :

7. COST OF TENDER PAPER :

8. CASH RECIEPT NUMBER AND DATE :

Part I of this tender document contains 19(Nineteen) pages.  
(From page 01 to page 19).

**SIGNATURE OF OFFICER  
ISSUING THE TENDER PAPER**

**EASTERN COAL FIELDS LIMETED**  
**(A Subsidiary of Coal India Limited)**  
**Office of the G.M., P.O: Chitra, Dist: Deoghar. (Jharkhand)**

Ref: - ECL/SPM/GM/AE(C)/T/11-12/55

Date. 01.02.2012

**ARBIDGED FORM OF NOTICE INVITING TENDER (NIT)**

Seal tender into two parts (part-1& part-II) are invited from reputed, bonafide and resourceful contractors having required qualification and suitable experience in work of similar nature in Govt./Semi Govt./ Public enterprises for the following jobs on percentage rate basis.

Sl. No	Name & place of work	Work Value Cost (Rs.)	Earnest Money (Rs.)	Application fee incl. VAT 13.5 % non-refundable (Rs.)	Time of Completion
1.	Deeping of pond and Construction of Guard wall at road side at Jamua Village under S.P. Mines Area	7,47,000.00	7,470.00	283.00	02 (two) months.
2.	Providing 38 nos. hand pump in nearby villagers under S.P. Mines Area.	18,82,000.00	18,820.00	565.00	03 (three) months.

Issue of tender document (on all working days): Begins on 17.02.12.  
Closes on 24.02.12.

Date and time of submission : Up to 3.00 pm on 27.02.12.

Date and time of opening of Part-1 Tender : At 3.30 pm on 27.03.12.

(At the Office of G.M., SP Mines Area, and P.O.: Chitra, Dist.: Deoghar.)

Cost of tender document shall be received in cash (non-refundable) up to 12.30 pm. No tender shall be issued or received by post.

Tender document can be downloaded from website [www.easterncoal.gov.in](http://www.easterncoal.gov.in) or <http://www.tenders.gov.in> Within 1days before the last date of sale of tender paper.

Duly filled tender offers shall have to be submitted at the office of the General Manager, SP Mines Area Po: - Chitra, Dist: - Deoghar.

Other details can be seen from detail tender notice attached with tender document.

E.C.L reserves the right to accept or reject any or all the tenders without assigning any reason what so ever.

Distribution:-

1. D (T) P&P/D(T)OP/D(Pers),E.C.L. Sanctoria
2. Chief Vigilance Officer, E.C.L Sanctoria.
3. C.G.M.(F)/C.G.M(E&M),E.C.Ltd. Sanctoria.
4. T.S. to C.M.D/T.S. to D.F, E.C.L, Sanctoria
5. G.M. (TS) OP/GM(plg)/GM(C& Env.)/G. M (CMC) E.C.L. Sanctoria
6. C.F.M. (RB), E.C.L. Sanctoria
7. All G.M/Area Engineer (Civil), E.C. Ltd-with a request to display in notice board.
8. Agent, Chitra colliery, SP Mines Area.
9. A.F.M./ Sr.A.O, SP Mines Area.
10. Honorable secretary, Builders Association of India, Asansol Centre, Luthuria Road, Neamatpur, P.O. Sitarampur Dist: - Burdwan.
11. PRO, E.C.L, HQ, Santoria -with a request to display in the website at the earliest.

**Area Engineer(Civil)**  
**SP Mines Area**

**EASTERN COAL FIELDS LIMETED**  
**(A Subsidiary of Coal India Limited)**  
**Office of the G.M., P.O: Chitra, Dist: Deoghar. (Jharkhand)**

Ref: - ECL/SPM/GM/AE(C)/T/11-12/55

Date. 01.02.2012

**NOTICE INVITING TENDER(NIT)**

Sealed tenders in two parts (Part I and Part II) are invited on percentage basis from reputed, bonafied, competent and resourceful contractors having reputed qualification and suitable experience in work of similar nature in Govt./Semi Govt. or public sector / joint sector Enterprises (Managed jointly by Govt. & privet sector) for the following job at S.P. Mines Area:

Sl. No	Name & place of work	Work Value Cost (Rs.)	Earnest Money (Rs.)	Application fee incl. VAT 13.5 % non-refundable (Rs.)	Time of Completion
1.	Deeping of pond and Construction of Guard wall at road side at Jamua Village under S.P. Mines Area	7,47,000.00	7,470.00	283.00	02 (two) months.
2.	Providing 38 nos. hand pump in nearby villagers under S.P. Mines Area.	18,82,000.00	18,820.00	565.00	03 (three) months.

**1. (a) Issue of tender document :** Begins on **17.02.12**& close on **24.02.12**

(Issue/sale up to 12.30 PM on working days except Sunday & Holyday)

**(b)**Tender paper may be obtained (1) from the office of the General Manager S.P. Mines area.

(Civil Engg. Deptt.) P.O: Chitra, Dist: Deoghar. (Jharkhand).

Tender document can be displayed through website from 17.02.12 to 24.02.12.

Tender document can also be downloaded from website [www.easterncoal.gov.in](http://www.easterncoal.gov.in) or <http://www.tenders.gov.in> for participation in the Tender process. Cost of tender document shall be paid in cash, which is non- refundable. In case of tender document obtained by downloading from website, cost of tender document shall have to be deposited by the tenderers in the form of “**Demand Draft**” at the submission of Tender along with the **EMD**. Tenderers shall be solely responsible for the correctness of the downloaded tender documents. Submission of incomplete downloaded tender document will be rejected. No tender shall be issued or received by post.

**2. Date and time of submission of tender :** on 27.02.12 from 9.30AM to 3.00PM at the office of the General Manager S.P. Mines Area.(Civil Engg. Deptt.)

**3. Date and time of opening of Tender(Part –I) :** on 27.02.12 at 3.30 PM (Part-I) only at the office of the General Manager S.P. Mines Area.(Civil Engg. Deptt.). If the office happens to be closed on the date of opening of the tender as specified or due to any reason the tender will be opened on the next working day at the same time and venue.

**4. Tenderers are required to deposit the requisite amount of Earnest Money & Tender fee may be deposited either in Cash with the Cashier S.P. Mines Area or Demand Draft in favour of “EASTERN COALFIELDS LIMITED A/C S.P. Mines”. on any nationalized bank payable at Chitra / Asansol preferably on State Bank of India and same should be submitted in a separate sealed cover super scribed “EARNEST MONEY”. No tender shall be considered unless accompany by the requisite Earnest Money & Tender documents cost in case of Tenderers who will download tender document from Website for submitting their offer.**

**5. Tender will be received in two parts i.e. Part-I & Part- II each in separate sealed cover beside the third cover containing “Earnest Money”, super scribing the name of work and part of tender paper it contains. Part-I shall contains the updated VAT/Sales Tax (current validity), I.T. PAN No., documents in support of fulfillment eligibility criteria, status of the farm showing type of formation ( Proprietor, partnership, Limited Company /any other type) Audited balance sheet , the commercial and technical condition etc. and Part- II shall contain price bid only. All the**

three sealed covers of **Part-I, Part-II & Earnest Money** are to be put under **another cover** duly sealed while submitting the tender super scribing on it the NIT No., name of work, name & address of the tenderers and clearly mentioning that this sealed cover contain Part-I, Part-II & Earnest Money covers for the particular work.

The bank draft towards the cost of tender documents (Application fee) and the undertaking of the tendered as given in the Tender document shall be submitted **in a separate envelope marked “Cost of tender documents& the Undertaking” & not with Part-I/EMD.**

6. Eligibility Criteria: -

(A) The intending tender most have in its name as a prime contractor Experience of having successfully completed work during last seven years ending on 31<sup>st</sup> March of previous financial year should be either of the following

(i) Three similar or any type of civil completed works for better competition each costing not less than 40% of the respective estimated cost.

**OR**

(ii) Two similar or any type of civil completed works for better competition each costing not less than 50% of the estimated cost.

**OR**

(iii) One similar or any type of civil completed works for better competition costing not less than 80% of the estimated cost.

**Similar Nature Means :- Civil works. Broadly building construction or building maintenance or road construction or road maintenance or water supply or civil industrial construction as the case may be.**

(b) Average annual financial turnover of Civil Engg. works during last three years, ending 31<sup>st</sup> March of previous financial year should be at least 30% of the estimated cost.

7. The intending tenderer must submit documentary evidence in support of 6(a)&(b) above in the form of certified copy of work order, completion certificate , payment certificate/vouchers indicating the period of work for which payment has been made.

8. In addition the intending tenderer has to submit certified copy of the following documents:

- (i) VAT Registration.
- (ii) I.T (Permanent Account No)
- (iii) Professional Tax (if applicable)
- (iv) Audited Balance sheet (if applicable)
- (v) Status details of the firm, copy of Affidavit in case of individual copy of the partnership deed / memorandum of Association and Article of Association in case of limited company.(if any)
- (vi) Declaration for not banning/ Delisting by any Govt.(Quasi Govt. Agencies or PSUs with details.)

Earnest money etc. Shall qualify for opening of part-II of tender i.e. **(Price bid)**. All such documents shall be attested and authenticated before submission and original shall be produced for verification as an when required. **Mere issuance for tender paper will not make a party eligible for opening of part-II tender.** The date of opening Part-II shall be notified separately only to the qualified bidders of part-I.

9. The validity period of the tender shall be 4(four) months from the date of opening of price bid or received price bid , if any, other details may be obtained from the tender documents.

10. In the event of being **awardee / recipient** of the contract, the said contractor, **who does not have PF/EPF code No**, no recipient of **work order** , has to apply to respective PF commission for obtaining **PF/EPF Code No.** and shall have to ensure implementation of CMPF and miscellaneous provision Act, 1948 & allied schemes framed the tender in respect of contractors workers deployed by him/ them and **will have to recover statutory dues and deposit the same along with employer’s contributions(Contactor share) to the respective CMPF office** and to submit statutory returns under intimation to the principal employer.

**OR**

**Those tenders who are registered under EPF Scheme and their employees covered under the said scheme may continue to operate under EPF Scheme. They should furnish such proof.**

11. ECL wouldn't be liable for any compensation due to stoppage / change in scope of work due to local disturbance, change in Govt. policy, law and any order of judiciary, obstruction or delay by any out side elements/ agency.
12. The bidder should furnish complete bank details mentioning bank A/c no, Name of Bank and name of branch with postal address of the bank. The tenderers should visit the site of work before offering their tenders. Others details are available in the Tender documents.
13. The contractor should make arrangement of the initial medical Examination of the workman before they are engaged for any mines jobs in the Colliery Hospital. The charges for the same shall be recovered from their bills.
14. The contractors should ensure deployment only vocationally trained workmen before they are engaged in any mines job.
15. The contractors has to ensure supervision of the work under execution by a qualified supervisor in case of underground work.
16. In case of contact for a period of 06 or more than 06 months, payment of wages of the contract workers are to be made only through bank by the contractor. The contractor should get account opened by the workers engaged by them. The wages must be as per minimum wages implementation of provision relating to CMPF/EPF should be ensure on priority.
17. The contractor has to issue Identity card to the workers engaged by them/ him.
18. No documents will be received / considered by the tender committee for the purpose of evaluation of the tender after scheduled date and time of dropping of the tender. No further correspondence will be made regarding any lacking document neither any further opportunity will be provided for submission of the documents after the deadline, however, clarification, if necessary may be asked by the management.
19. No conditional tender will be accepted.  
The ECL, S.P. Mines Area authority reserves the right to accept or reject the tender fully or partly or distribute the work amongst the different tenders without assigning any reason whatsoever.

**Area Engineer(Civil)  
SP Mines Area**

**Distribution:-**

1. D (T)P&P/D(T)OP/DT(F)/D(P), E.C.L. Sanctoria
2. C.V.O-E.C.L, Sanctoria.
3. C.G.M.(Civ. & Env.)/ G.M(SC),E.C.L. Sanctoria.
4. G.M, S.P. Mines
5. Agent, SP Mines Area.
6. A.F.M., SP Mines Area.
7. Cashier, S.P. Mines
8. All Notice Boards, S.P. Mines.
9. Area Security Officer, S.P. Mines Area for needful action during submission/opening of tender.
10. All CGM/ GM of the area of ECL
11. All Area Engineer(Civil), E.C.L.
10. Honorable secretary, Builders Association Of India, Asansol Centre, Luthuria Road, Neamatpur, P.O. Sitarampur Dist:- Burdwan.
11. PRO, E.C.L,HQ, Santoria-with a request to display in the website at the earliest.

**Eastern Coalfields Limited**  
**Office of the G.M, SP Mines Area.**  
**P.O. Chitra, Dist-Deoghar. (Jharkhand)**

**Detailed Tender Notice**

Sealed tenders in prescribed forms and parts with the name of work super scribed as: -

2. Providing 38 nos. hand pump in nearby villagers under S.P. Mines Area.

1. NIT No. ECL/SPM/GM/AE(C)/T/11-12/55 Dated. 01.02.2012 on each of the Envelopes are invited at the office of the General Manager, SP Mines Area , P.O. Chitra, Dist- Deoghar up to 3.00 p.m. on 27.02.12 tender will be opened at 3.30 pm on 27.02.12 in presence of the attending tenderers or their authorized representative subject to submission of valid and requisite earnest money.

2. Tenders should be submitted in the prescribed form in time these forms together with proposed contract document may be obtained from the above office during normal working hours on payment of Rs.283.00 for each set. The payment is to be made in cash. General specification and description of work may be seen at the office of the G.M, SP Mines Area. Chitra. In case of down loading the tender document from website cost of tender document to be deposited by the tenderer in form of demand draft in favor of "Eastern Coalfields Limited" A/c SP. Mines, payable at Chitra, S.B.I

a) No tender shall be issued or received by post.

b) Tenders not received in time are liable for rejection.

c) The tender thus submitted shall consist of the following: -

i) Complete set of tender documents as sold duly filled in and signed as required in the different pages/places of the tender documents including tender notice, as applicable and also signed the enclosers .

ii) Earnest money deposit (as specified here after).

iii) Power of attorney in the case the tender is signed by an authorized representative of the tenderer.

iv) Full name and address of the tenderer and the authorized agent delivering the tender shall be written on the bottom left hand corner of the sealed cover.

3) Earnest money @ 1% (one percent) of the tentative value should be deposited by the tenderers and enclosed with tender, demand draft drawn in favor of "Eastern Coalfields Limited" A/C SP. Mines, on any Nationalized Bank Payable at Chitra preferably on state bank of India .

4) No tender shall be considered unless accompanied by the said earnest money.

5) The earnest money will be retained in the case of successful tenderer in due course and will not carry any interest. The earnest money deposited by the successful tenderer will be dealt with as provided in the tender documents.

6) Every tenderer is expected, before quoting his rates, to peruse the requirements of materials /workmanship under specification/requirements and conditions of contract and to inspect the site area of the proposed work. A schedule of quantities is enclosed with the tender notice/tender document. He should quote specific rate for each item in the schedule and the rates shall be rupees and paise. The rates will be written both in words and figures and the unit in works and the amount Totaled. The rates for work should be inclusive of all incidentals, overheads, leads, lifts, carriage etc.

As may be attendant upon execution and completion of the items it shall be deemed that the tenderer has visited the site /area & got fully acquainted with the working conditions and other equivalent conditions and function thereto whether be actually visit the site /area or not and have taken all the factors into account while quoting his rates.

7. a) Correction where unavoidable shall be made by crossing out and rewritten attested with full signature & date by the tenderer. Erasing overwriting in the tender documents may disqualify the tender .

b) The tender shall be submitted in English and the signature of the tenderer should be attested by at least one witness. The names, occupation and addresses of the witness/as shall be stated.

When a tenderer signs a tender in a language other than English, the total amount of the tendered value should also be written in the same language.

8) The tenderer shall closely peruse all specifications clauses which govern the rates for which he is tendering.

- 9) The work should be completed within specified time to the contractor, which ever is later.
- 10) The G.M,SP Mines, Chitra, Eastern Coalfields LTD, Does not bind himself to accept he lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and to split up the work between two or more tenderers or accept the tender in part and not entirely.
- 11) The tenderers should also state what technical/supervisory personnel he /they will be employing for supervising the work.
- 12) The tenders will indicate the equipment /machinery /vehicles he /they is /are going to use on this job and also give adequate evidence of his experience in doing similar works and financial capacity to complete the work in time.
- 13) Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by tenderers who resort to canvassing shall be liable to rejection.
- 14) An intending tenderer, after obtaining tender documents on payments having doubts as to the meaning of any part of the tender documents may submit to the official inviting tender a written request for interpretation or clarification thereof .Any interpretation or clarification of the tender documents by formal addendums of issued by the official inviting tender shall only be final and valid and binding on the company and tenderers.
- 15) On receipt of letter intent issued by the company for acceptance of the tender. the successful tenderer shall sign the agreement /work order issued by the company in the proper departmental form for the due fulfillment of the contract. Failure to enter into the required agreement /work order to be entered into between the contractor and the company shall be foundation of the rights of both the parties and the contract shall not be deemed to be completed until The agreement /work order is signed by both the contractor and the company.
- 16) The tender remain valid for a period of 4(four)months from the date of tender or tender or revised price bid if any, which ever is later. The tender extended by mutual agreement, without the consent in writing of the company revoke or cancel his tender or to vary the tender submitted or any terms thereof.
- 17) This detailed tender notice shall be deemed to be part of the agreement.

#### **Addendum to the General terms and Conditions**

##### **1) Quality assurance/materials testing:-**

The Engineer-in-charge shall be entitled to have tests carried out at the cost of the contractor for any materials, according to the standard practice followed for such tests, other than those for which satisfactory proof has already been furnished by the contractor who shall provide at his expenses all facilities which the Engineer-in- charge may required for the purpose. The cost of any other tests, if so required by the Engineer-in- charge, shall be born by the contractor only if the test results disclose that the said materials are not in accordance with the provision of the contract. The cost of materials consumed in such tests shall however be born by the contractor.

##### **2) Supply of materials:-**

Cement and reinforcement steel which earlier used to be supplied to the contractors will not be done any more. Cement, reinforcement steel and all other materials required for completion of work are to be procured by the contractor with their own resources from the available source.

##### **3) Issue of non-stipulated materials:-**

In case of exigency and on written request of the contractor and depending upon the availability of the particular material in store, S.P.Mines Area, Chitra, the same may be issued to the contractor.

In the event of issue of such non-stipulated material to the contractor the recovery will be made at highest of the following rates.

- (i) Procurement price + 20.375%
- (ii) Market rate.

##### **4) Permissible limits for normal recovery/penal recovery against stores issued:-**

- (i) Cement: After completion of the work, the theoretical quantity of cement to be used on the work shall be calculated as per specification over this theoretical quantity of cement

variation shall be allowed up to 5% plus/minus for work the tendered value of which is not more than two lakhs up to 5% plus/minus for the works, the tendered value of which more than two lakhs but up to five lakhs, and up to 3% plus/minus for the works tendered value of which is more than five lakhs. The difference in the quantity of cement actually issued to the contractor and the theoretical quantity including authorized variations, if not returned in perfectly good condition by the contractor, shall be recovered at a twice the issue rate. In the events of this being discovered that the quantity of cement use is less than the quantity ascertained as herein including authorized variation on the minus side as stipulated above, the cost of the quantity of cement not so used shall be recovered from the contractor on the basis of the stipulated issue rate and carriage to site.

- (ii) Reinforcement Steel: In case of reinforcement steel the theoretical consumption shall be taken as quantity required as per design, including authorize lapps plus 5% wastage due to cutting into pieces, over this theoretical quantity variation up to plus 5% or minus 4% shall be allowed due to wastage being more or less.

The difference in the quantity of the reinforcement steel actually issued to the contractor and the theoretical quantity including authorize wastages and variations as mentioned above, if not returned by the contractor in perfectly good condition shall be recovered at twice the issue rate.

The above provisions are without prejudice to the right of E.C.L to take action against the contractor under the condition of the contract for not doing the work according to the prescribed specification.

5) Tender on percentage basis:

In case of tender on percentage basis, the tenderer must quote percentage above/below/at par both in figures and words. The amount should also be worked out by the contractor on the basis of quoted percentage.

6) Discrepancy in rates and its settlement:

Any difference detected in the tender between rate in figure and in words or tallying with the rate in figure/word will be settle in the following manner:

- (a) When there is a difference between the rate in figure and in words, the rate which corresponds to the amount worked out by the contractor, shall be taken as correct.
- (b) When the amount is not worked out by the contractor or it does not corresponds with the rate written either in figures or in words, then the rate quoted by the contractor in words shall be taken as correct.
- (c) When the rate quoted by the contractor in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.

7) Factory made shutters:

If provided in the specification, the factory made shutter are to be procured only from those factories, which are duly approved by E.C.L, HQ.

8) Initial security deposit:

on acceptance of tender/issue of work order, the contractor will have to deposit balance amount of initial security deposit within 21 days from the date of issue of work order. Also none judicial stamp paper for Rs. 10.00 and 25 Nos. dami papers should be furnished for execution of the agreement within 21 days from the date of issue of work order if work value is more than 5 lakhs.

9) Concreting works:

All concreting work will have to be done by using mixer machine. Also for proper compaction vibrator will have to be used where needed.

10) Hire charge of the departmental road roller:

Departmental road roller may be issued on written request if available. The hire charge of departmental road roller will be Rs. 600.00 only (Rupees six hundred only) per day which would operate during official working hours only.

**EASTERN COALFIELDS LTD.**  
 (A SUBSIDIARY OF COAL INDIA LIMITED)  
**ANNEXURE 'A'**  
**(GENERAL TERMS AND CONDITIONS),**

**1. Definition:**

(i) The word authority wherever occurs in the conditions ,means the Eastern Coalfields Ltd. represented at the Eastern Coalfields Ltd. Headquarters, by the General Manager(C) of the Eastern Coalfields Ltd or his authorized representative or any other officer specially deputed for the purpose.

(ii)the word contractors/contractors wherever occurs means the successful tenderer /tenderers/who has /have deposited the necessary security money &has /have been given written intimation about acceptance of tender.

**2. Responsibilities of the contractor /contractors:**

(i) The Eastern coalfields Ltd. reserves the right to let other contracts 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 keep on the work during the progress a competent Superintendent and necessary assistants who shall represent the contractors in his/their absence. Important directions shall be confirmed to the contractors in writing. If the contractor/contractors in course of the work finds/find any discrepancy between the drawing forming part of the contract documents and the physical conditions of the locality or any errors or omissions in drawings except those prepared by himself/themselves and not approved by the Engineer-in-Charge it shall be his/their duty to immediately inform the Engineer-in-charge in writing and the Engineer-in-Charge shall verify the same. Any work done after such discovery and without intimation above will be done at the risk of the contractor/contractors.

(iii) The contractor/Contractors shall employ only competent skilful and orderly men to do the work. The Engineer-in-Charge shall have right to ask the contractor/ Contractors to remove from the work site any man of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within three hours of such order.

(iv) (a) Precautions shall be exercised at all times for the protection of persons (including employees) and property. The sagely required or recommended by all applicable laws, cods 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 E.C.L. against any claim on this account.

(b) All the scaffoldings, ladders, and such other structures, which the workmen are likely to use, shall be examined by the Engineer-in-Charge or his authorized, representative whenever they went and the structure must be strong, durable and of such design as required by them. In no case any structure condemned by the Engineer-in-Charge or his authorized representative shall be kept on the work, and such work must be pulled down within three hours of such condemnation and any certificate or instruction, however, shall in no way, detract the contractor/contractors from his/their responsibility as an employer, as the Authority shall in no way, be responsible for any claim.

( C ) The contractor/contractors shall at all times exercise reasonable precautions for the safety of employee in the performance of his/their contract and shall contract and with all applicable provisions of the safety laws drawn up by the State or Central Govt. or Municipalities and other authorities in India. The contractor/contractors shall comply with the provisions of the safety Hand book as approved and amended from time to time by the Ministry of steel Mines & Fuel of Labour Ministry.

(v) The contractor/contractors shall familiarize, themselves with and be governed by all laws and rules of Indian and local Statutes and orders and regulations applicable to his/their work.

(vi) 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 by the contractor at his own cost. The contractor/contractors shall vigorously prohibit the committing of nuisance at any other place.

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

(viii) (a) All taxes whether, Municipal, Provincial or central etc. and cess, royalties etc, those are payable or may become payable shall be to the contractor's account and shall be deemed to have been included in the tender for the works to be executed by him/them. The contractor/contractors will have to produce a certificate from the appropriate authorities of the State government to the effect that all dues about royalty have been paid. This certificate will have to be produced before final payment made/ security released.

(b) On account of manufacture of Brick of collection of minerals in area (both virgin and non virgin) acquired by the Eastern Coalfields Limited, the contractor will have to produce a royalty clearance certificate from the District authorities before full and final payment.

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

(ix) The contractor/contractors shall make his/their own arrangement for all material, tools, staff and labour required for the contract, which shall include cost of lead lift, loading, unloading, railways freight, recruiting expenses and any other charges for the completion at the work to the entire satisfaction of the authority.

(X) The contractor/contractors shall make their own arrangement for carriage of all materials to the worksite at his/ their own cost and supply of all water required for the contracted work and drinking water to his/their workmen.

(xi) The work shall not be sublet to any other party, unless approved by the Engineer-in-Charge in writing.

(xii) No fruit tree or valuable plant or trees with a trunk diameter exceeding 6' shall be pulled destroyed or damaged by the contractor/contractors or any of his/ their employees without the prior permission of the authority, failing which the cost of such trees or plant shall be deducted from the contractor/contractors dues at the rate to be decided by the Authority. The rates quoted are supposed to include clearance of shrubs and jungles and removal of such trees up to 6' dia as will be permitted by Engineer-in- Charge in writing.

(xiii) The contractor /contractors shall not pay less than the minimum wages to the labour engaged by him /them as per minimum wages Act 1948(11 of 1948) or such other legislation or award as may be in force and in this matter the decision of the authority shall be final and binding .

(xiv) All account shall be maintained in English and authority shall have the right of access and inspection of all such books of accounts etc. relation to payment of payment of laborers as may be considered necessary and the authority may arrange for witnessing the payment to the laborers by its representatives.

(xv) The contractor /contractors shall in addition to any indemnity provided by law, indemnify the authority against all liability as whatsoever arising out of the workmen's compensation Act .1923 or any enactments and amendments there to and shall be wholly responsible for observance of all statutory rules and regulations under any act or award of the Govt. in force in matters relating the employment payment & retrenchment of labor no claim shall lie against the authority for damage done by any act of good or on account of circumstances beyond the authority control.

If in any matter which is not expressly provided for or against in these conditions any matter or practice appears prejudicial to the interest of the authority or the public the authority may call upon contractor /contractors to remedy modify or remove such matter or practice and this shall be binding the contractor /contractors

### **3. Statement to approximate quantities variations additions alterations drawings and specification: -**

(i) The quantities noted in schedule 'A' are approximate and no claims shall be made against the authority for reduction or enhancement of quantities.

(ii) Any item of the work provided in the schedule and found not necessary during the progress of the work may be omitted at the option of the authority and no claims shall lie against the authority on that account.

(iii) The engineer –in-charge shall have power to make any alterations in or additions to the original specification drawing designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor/contractors shall be bound to carry out the work in accordance with any instructions which might be given to them in writing signed by the Engineer –in-charge and such alterations shall not invalidate the contract and any additional work which the contractor/contractors may be directed to do in the manner above specified as part of the work, the work shall be carried out by the contractor /contractors on the same conditions in al respects on which they agreed to do the main work and at the same rates as specified in the tender for the main work .

(iv) The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work and the certificates of the Engineer-in-charge shall be conclusive as to such proportion and if the additional work includes any class of work for which no rate is specified in this contract then such rates shall be fixed as follows.

(a) If the item exists in the ECL's or CCL schedule of rates it will be paid for at scheduled rate plus or minus the percentage by which the tendered amount as quoted by the contractor /contractors for the whole work is above or below the estimated amount.

(b) If the said item does not exist in the CCL/ECL schedule of rates then a new rate shall be framed by the engineer-in-charge by analysis on current market rates of material and labour involved and in case of any difference between the contractor/contractors and the engineer-in-charge as to the fixation of the rate the matter may be referred to the GM(Civil)ECL HQ/CGM(E&M)ECLHQ whose whose decision shall be final and binding on the contractor /contractors.

Provided always that: -

(c) Contractor/ contractors shall not be entitled to any payment for any additional work done unless he /they received and order in writing from the Engineer-in-charge for such additional works.

(d) The contractor /contractors shall be bound to submit his /their claim for any such additional work done during any month on or before the 15<sup>th</sup> day of the following month accompanied by the written order for the additional work and the contractor/contractors shall not be entitled to any payment in respect of such additional work if he /they fail to submit his /their claim within the aforesaid period.

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

(vi) (a) The work may be stopped at any time by the authority on giving the contractor or his agent on the works seven days notice in writing and the measurement of the works shall be made by the Engineer-in-charge ECL concerned at any time fixed by him in writing subsequent to the expiry of said notice. The measurement shall be carried out at said appointed time notwithstanding whether the contractor is present or not. On payment of the work done and approved as ascertained by the said measurements the contractor shall have no further claims against the authority and the contractor shall not be entitled to claim any damages or compensation on that account.

(b) Any claim as to measurement which the contractor has to make shall be made in writing within seven days of the date of measurement taken by the engineer-in-charge of ECL as aforesaid and any claim in respect of such measurement made more than seven days after the taking of such measurement shall be deemed to have been waived by the contractor and would not be maintainable.

#### **4. Rates Materials And Workmanship:**

(i) The rates quoted shall be for finished work inclusive of all materials of construction.

(ii) (a) The authority will have full and final authority to reject any material on work due to a defect therein and the contractor /contractors shall forthwith remedy the defects at his/their expense and no further work shall be done in connection with particulars building or portion of the building till such time as the defect is removed to the entire satisfaction of the engineer-in-charge.

(b) If at any time a material of construction is declared unsuitable by the authority such materials shall be forthwith removed from the site and shall not be offered again for inspection or inclusion in the construction.

(iii) (a) Accurate record of materials if supplied by the authority should be kept by the contractor/contractors and the record shall be open to check by Engineer-in-charge or his authorized representative.

(b) The account of materials shall also be maintained in a register which shall be offered signed both by the authority representative of the engineer-in-charge and the contractor/contractors all materials tools and plants brought shall be deemed to hold in lien by the authority and contractor /contractors shall not have the right to remove the same from the site without the written permission of the engineer-in-charge. However the authority shall not be liable for any loss theft or damage due to fire or other causes sustained during this period of lien .

- (iv) The contractor/ contractors shall be responsible for correct and complete execution of the work in a workman like manner with the materials as per specification which shall always be subject to the approval of the authority at all stages of work .
  - (v) All work under or in courses of execution or executed in pursuance of the contract shall at all times be open to inspection and supervisions by the engineer –in charge or by the GM(Civil) or his authorized representative and the contractor /contractors shall allow the same and shall implement all instructions that may be given by the authority from time to time.
  - (vi) The contractor /contractors shall give not less then one week’s notice to the authority before covering up or otherwise placing beyond the reach of measurement any work in order that the same be measured and finally inspected and shall not cover up or otherwise place beyond reach any work without the written consent from the authority failing which any such work may be uncovered at the contractor’s /contractors expenses.
5. Payments:
- (i) “On account” payment may be made at intervals provided that such payments shall not be made more than once in a calendar month/ fortnight. “Those on account” payment will be subjected to recovery on account of security money as detailed in “Tender for Works”, which will be withheld and retained as a security for the due fulfillment to the contract. When the completion of the entire work is certified total accounting will be made and the contractor/contractors shall draw final payment of all the money due or payable to them under or by virtue of the contract. The amount withheld from the bills will be retained and paid to the contractors/contractors together with the initial security deposits within a period of six month/ months or as soon as after the expiration of the such period of the six month/months provided that in case of the building work of the above said amount shall be refunded after a period of six month/months or at the end of one full monsoon whichever is later in point of time. During the period of six month/months or the full monsoon season mentioned above, contractor shall be responsible to the set right any defect or defects that might appear in the works and in case of building work, the above amounts shall be paid only after the buildings have proved to be completely watertight during one full monsoon and all the defects have been made good. In case anything is found to have been paid in excess, the contractor/ contractors shall return the same.
  - (ii) No interest is payable on amounts withheld under this item of the agreement.
  - (iii) The authority shall be at liberty to deduct from the security deposit or from any other sum due or to become due under this contract or under any others contract all sums that becomes due to the E.C.L. All bills shall be pre-audited before payments, which will be made by cheque only.
6. Date of commencement, rate of the progress, delays forfeiture and penalties:
- (i) The contractor/contractors shall submit a construction schedule showing the order in which they propose to carry out the work, the date on which he/they will start the several salient features(including procurement of the materials plant and the contemplated that for completely the same.). For the purpose of preparing the schedule, the work shall be deemed to have commenced within ten calendar days of the date of issue of the workorder.
  - (ii) The works should be commenced within ten 10 days from the issued of the workorder to the tenderer and be completed on or before the date of completion specified in the agreement.
  - (iii) The time allowed for carrying out the work as entered in the contract agreement shall be strictly observed by the contractor/contractors and the time of completion of the work shall be reckoned from the ten days after the issue of the work order to the tenderer. The work shall throughout the stipulated period of the contractor be carried on with all due diligence(time being deemed to be the essence of the contract, on the part of the contractor/contractors) and the contractor/contractors shall pay as compensation and amount up to 1 per cent of the amount estimated cost of the whole works as shown by the tender for everyday that the work remains uncommenced or unfinished after the proper dates. In the events of the contractor/contractors failing to comply with the rate of progress specified in the agreement, they shall be liable to pay as compensation amount up to 1 per cent of the said estimated cost of the whole work for the every week that the due quantity of the work remain incomplete. Provided always that the entire amount of the compensation to be paid under the provision of these clause shall not exceed 10 per cent of the estimated cost of the work as shown in the tender.

- (iv) If the progress of any particular portion of the work is unsatisfactory the engineer in charge shall notwithstanding that the general progress is satisfactory in accordance with clause 6(iii) be entitled to take action under the clause 6(v) after giving contractor/contractors ten days notice in writing and the contractor/contractors will have no claim for compensation for any loss sustained by them owing to such action.
- (v) To employ another agency of executing the job or labour paid by the authority and to supply materials to carry out the work or any part of the work debating the contractor/contractors with the cost involved in engaging another agency or the cost of the labour and the prices of the materials or the amount of which cost and the price certificate of the engineer-in-charge shall be final and conclusive against the contractor/contractors as the case may be and crediting them with value of work done in all respect in the same manner and at the same rate of the contract, the certificate of the engineer-in-charge as to the value of work done shall be final conclusive against the contractor/contractors

#### 7. Termination of Contracts:

- (i) The contract may be rescinded and the security deposit and the other due of this work or any other work done under the authority may be forfeited and brought under the absolute disposal of the authority if in the opinion of the authority (a) either the work is not progressing satisfactory likely to be completed within the stipulated time or: (b) if the contractor/contractors fail to comply with the terms and condition or: (c) if it is found that the irregularities mentioned under the clause 2(xi) above have been committed.
- (ii) On receipt of the notice terminated of the contract, the contractor/contractors would be entitled to payment of the work actually done except in case of the condition (c) above and the amount to be paid will be decided by the authority in the right of the clause 6(iii) and (v) above.

#### 8. Adjustment of the dues:

If any sum found due and payable to the authority from the contractor/contractors in connection with this or any other contractor/contractors the authority shall have right and liberty to adjust the same out of the dues under other contract or this contract.

- 9. In respect of interpretation of any clause to item specification herein incorporated the interpretation of the GM(Civil) will be final and binding.

#### 10. Cement steel or any Govt. controlled materials :

- (a) Cement is available in stock will be supplied to the contractor at the prevalent store issue rate at the colliery/HQ store.
- (b) The contractor will have to make his own arrangement for procurement and purchase for the steel material however the authority may assist him by giving suitable recommendation for the procurement of steel if required.
- (c) For the materials price of which is controlled by the Govt. the contractor will be entitled to the extra payment only to the extent the price is increased since the date of submission of his tender and vice versa.

SUPPLEMENTARY TO ANNEXURE `A`  
ADDITIONAL SAFETY MEASURES TO BE TAKEN BY THE CONTRACTORS

**SAFETY CODE**

- (i) Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazzdoor shall be engaged for holding the ladder and if the ladder is used carrying materials as well suitable footholds and handholds shall be provided on the ladder and the ladder shall be giving an inclination not steeper than 1/4 to 1(1/4 horizontal and 1 vertical.)
- (ii) Scaffolding or staging more than 12" above the ground or floor, swung or suspended from an overhead support or erected on stationary support shall have guard rail properly attached, bolted, braced and otherwise secured at least 3 feet high above floor or platform of such scaffolding or staging and ends thereof with only such opening as may be necessary for the delivery of the materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- (iii) Working platform gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 12 feet above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fenced as described in (ii) above.
- (iv) Every opening in the floor of the building or in working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 3'. 0".
- (v) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be provided securely fixed. No portable single ladder shall be over 30 feet in length while the width between side rails in rung, ladder shall in no case be less than 11.5" for ladder up to and including 10 feet in length. For longer ladders this width should be increased at least 1/4% for each additional feet of length. Uniform stop spacing shall not exceed 12.0". Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall also provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceeding at all that may be brought by any person for injury sustained owing to neglect of the above precaution and to pay any damages and cause which may be awarded in any such suit, action or proceeding to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.
- (vi) Excavation and Trenching:  
All trenches four feet or more in depth, shall at all times be supplied with at least one ladder for each 100 feet in length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 3' above the surface of the ground. The side of the trenches which are 5' or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 5 feet of the edge of the trench or half of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
- (vii) Demolition:  
Before any demolition work is commenced and also during the process of the work
  - (a) All roads and open areas adjacent to the worksite shall either be closed or suitably protected.
  - (b) No electric cable or apparatus which is liable to the source of danger even a cable or apparatus used by the operator shall remain electrically charged.
  - (c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, or other part of the building shall be over loaded with debris or materials as to render it unsafe.
- (viii) All necessary personal safety equipment as considered adequate by the

Engineer-in-Charge should be kept available for the use of the persons Employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned.

- a) Workers employed in mixing asphalted materials cement and lime mortars shall be provided with protective footwear and protective goggles.
- b) Those engaged in white washing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.
- c) Those engaged in welding works shall be provided with welders.
- d) Stone brokers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- e) When workers are employed in sewers and manholes which are in use the contractor shall ensure that the manhole covers or opened and are ventilated at least for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
- f) The contractor shall not employ men below the age of 18 and women of the work of painting with products containing lead in any form whenever man above the age 18 are employed for the work of lead painting of following precaution should be taken.
  - 1) No paint containing lead or products should be used except in the form of paste or readymade paint.
  - 2) Suitable face mask should be supplied for use by the workers when paint is applied in the form of spray or  
A surface having lead paint dry rubbed and scrapped.
- 3) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during the process of work..
- ix) When the work is done near any place where there is risk of drowning all necessary equipments should be provided and kept ready. Prompt rescue of any person in danger adequate provision should be made for prompt first-aid treatment for all injury likely to be sustained during the course of the work.
- x) Use of hoisting machines and tackle including their attachment anchorage and support shall conform to the following standard or conditions.
  - 1) a) Those shall be of good mechanical construction sound material and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
    - b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strengths, and free from patent defects.
  - 2) Every crane driven or hoisting appliance operator shall be properly qualified and no person under an age of 21 years should be in-charge of any hoisting machine including any scaffold which or give signals to the operator.
  - 3) In case of every hoisting machine and of every chain ring book shackle swivel and pulley block used in hoisting or lowering or as means of suspension of the safe working load shall be ascertained by adequate means .Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load in case of hoisting machine having a variable safe working load each safe working load of the conditions under which it is applicable shall be clearly indicated . No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
  - 4) In case of departmental machines the safe working load shall be notified by the electrical engineer in charge. As regards contractor's machines the contractor notify shall the safe working lode of the machine to the engineer in charge whenever he brings any machinery to site for work and get it verified by the electrical engineer concerned.
- xi) Gearing transmission, electric wiring and other dangerous parts or hoisting appliances should be provided with efficient safeguard. Hoisting appliances should be provided with such means as will reduce to minimum risk of accidental descent of the load. Adequate precaution should be taken to reduce to the minimum risk of any part of suspended load becoming accidentally displaced.

When workers employed on electrical installations, which are already energised, insulating mats wearing apparel such as gloves sleeves and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

- xii) All scaffolds ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.
- xiii) Those safety provisions, shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. The person responsible for compliance of safety code shall be named therein by the contractor
- xiv) To ensure effective enforcement of the rules, regulation relating to safety precaution the arrangement made by the contractor shall be opened to inspection by the Labour Officer, Engineer-in-Charge of the department or their representative.
- xv) Notwithstanding with above clauses from(i) to (xiv) there is nothing in these to exempt the contractor from the operations of any other act or rules enforce in the Republic Of India.

**Eastern Coalfields Limited**  
**(A Subsidiary of Coal India Limited),**  
**Of fice of the General Manager, SP Mines Area.**

TENDER DOCUMENT PART-1.

TO BE FILLED UP BY THE CONTRACTORS.

1. Name of Tenderer :
2. Whether individual proprietorship  
Partnership or Limited Company :
3. Postal address of the Company/  
Proprietor together with  
Telephone etc. :
4. In respect of proprietorship/  
Partnership/ Limited Company the  
Names of of the Proprietor/ Partner/  
Directors together with their  
Address. :
5. List of other firms/partnership  
doing business in ECL where in  
the above firm/ partners/  
Directors. :
6. Whether proprietors/partners/  
Directors are connected with any  
Employee working in ECL, if so  
the details of the employees,  
designation and place of posting etc. :
7. Any contract being carried on  
in ECL by the above firm/proprietor/  
partnership/Limited company in his  
own name and if so , the details of  
the contract being executed .
8. Details of sales tax registration  
number/VAT number if any .
9. Whether the tenderer is an income  
tax assesses on and if so , the year  
up to which the last assessment  
has been made, income tax clearance  
certificate should be enclosed .
10. **FINANCIAL STATUS :**  
Latest assessment order of  
Contractor's account from Income  
Tax Department.  
OR  
Latest balance sheet audited by a chartered accountant.:

**Details of work completed during last 5 year .**

Details of work .	Work order No.and amount.	Organization for which work executed.	Completion amount and completion	Photo copy of w.o. enclosed.	Photo copy of completion certificate enclosed.
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- 1.
- 2.
- 3.
- 4.
- 5.

12.

**Details of works presently in hand.**

Details of work. Work order no. & amount.	Organization for which work is Being executed.	Photocopy of w.o. enclosed.
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**13. Year wise details of similar nature work done and payment received during last three year.**

Year	Detailsof work	W.O.No.& amount	Organization for which work executed/being executed.	Amount/payment recieved during the Year.	Photo copy of certificate issued By the office of W.O issuing Authority indicating The details of column 1 to 5 enclosed.
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- |    |    |    |    |    |    |
|----|----|----|----|----|----|
| 1. | 2. | 3. | 4. | 5. | 6. |
|----|----|----|----|----|----|

14. List of technical personnel available with the contractor with their qualification.
15. List of construction equipment available with the contractor:
16. Details of registration/enlistment No. with Govt/ Semi Govt. organization.
17. Details of Earnest money deposited (Cash Receipt or demand draft)
18. Details of licence for carrying out electrical works.

Signature of contractor .

**IMPORTANT NOTE:**

- 1) Tenderers are requested to furnish the full and complete information as required under Serial N.o.11, 12, &13 of Part –1 in the respective column only. In case of inadequate space against particular column the relevant information should be furnished in the separate enclosure in the same manner as specified stating the column No. on top of the sheet in tabulated fashion year wise as per Performa. Photo –copies of documents /credentials as asked for under S1.No.11,12,&13 should be neat and legible .
- 2) Qualification/eligibility of tenderer for opening the part-II of tender should be clearly established in clause No.11to13 itself with documentary proofs as desired in the NIT.
- 3) Tenders of those tenderers not complying the above guide lines are liable for summary rejection.
- 4) Exemptions granted earlier for depositing earnest money for tenders in ECL is not applicable for this tender.The tenderers are to deposit earnest money as laid down in the tender notice /tender documents. Tender without earnest money as specified shall not be considered.

**SPECIAL GUIDELINE FOR THE TENDERERS FOR SUBMISSION OF TENDER**

- 1) Tenderers are requested to pay special attention to go through notice inviting tenders and place the contents of part-1 cover meant for part-1 and the contents of part-II in the cover meant for part-II of the tender as specified in the NIT, so that improper placement of contents in two covers of part –I and part-II does not take place .The improper placement of contents are liable to disqualify the tenderer for consideration .
- 2) Tenderers are requested to seal separately the two covers of part –I, part-II after placing the correct contents into them. Two covers of part –part-II and I and separate cover for earnest money should be placed under another cover duly sealed while submitting the tender.
- 3) Tenderers should ensure to drop the tender in the tender Box , placed in the office meant to receive the tender will before the closing time as notified in N.I.T.
- 4) The information's of part –I of tender shall be examined and the part-II of tender of such tenderers shall only be opened who will qualify in the light of various stipulations given in NIT. The date and time of opening of part-II of tenders shall be intimated to the parties subsequently and the same shall be opened in the presence of the tenderers or their authirised representatives who choose to be present  
The part –II of the tender of such tenderers who will not qualify for opening shall stand rejected.

**EASTERN COAL FIELDS LIMETED  
OFFICE OF THE GENERAL MANAGER  
P.O. CHITRA, DIST, DHEOGHAR (JHARKHAND)**

PART -II

1. NAME OF WORK : 2. Providing 38 nos. hand pump in nearby villagers under S.P. Mines Area.

2. TENDER NOTICE NUMBER : ECL/SPM/GM/AE(C)/T/11-12/55  
Dated- 01.02.2012.

3. DATE & TIME OF RECIEPT OF TENDER : 27.02.12 up to 3.00 pm.

4. DATE & TIME OF OPENING OF PART-I TENDER : 27.02.12 at 3.30 pm.

5. NAME AND ADDRESS OF THE TENDERER PAPER ISSUE :

6. DATE OF ISSUE :

7. COST OF TENDER PAPER :

8. CASH RECIEPT NUMBER AND DATE :

Part II of this tender document contains 05 (seventeen) pages.  
(From page 20 to page 24).

SIGNATURE OF OFFICER  
ISSUING THE TENDER PAPER

**PERCENTAGE TO BE QOUTED BY THE TENDERER (SI.NO-2)**

To  
 General Manager,  
 S.P.Mines Area,  
 P.O: Chitra., Dist. Deoghar.(Jharkhand)

Dear Sir,

I/We offer to undertake the work at the percentage rate quoted below.

1. Name of work: Providing 38 nos. hand pump in nearby villagers under S.P. Mines Area.

2. Estimated cost of the work Rs.18,82,197.00 based on 'ECL R.C.-2002' .

3. Rate quoted in figure: ----- % above/below/at par.

Rs.-----.

4. Rate quoted in words: -----

-----  
 % above/below/at par.

Tender amount in figure.

Rs.\_\_\_\_\_.

Tender amount in words

Rupees \_\_\_\_\_

\_\_\_\_\_

Yours faithfully,

Signature of Tenderer

Name:

Address:

**Sl. No:2****Name of the work:** Providing 38 nos. hand pump in nearby villagers under S.P. Mines Area**Rate based on 'ECL R.C.-2002'.****Cost of 01 (one) no. hand pump.**

<b>Sl.</b>	<b>Item of work</b>	<b>Quantity</b>	<b>Rate (Rs.)</b>	<b>Per</b>	<b>Amount</b>
1.	Drilling of 100mm dia bore hole.				
	a) 0.00 Mtr. to 20.00Mtr.	20	285.00	Mtr.	5700.00
	b) 20.00 Mtr. to 40.00Mtr.	20	290.00	Mtr.	5800.00
	c) 40.00 Mtr. to 60.00Mtr.	20	300.00	Mtr.	6000.00
2	Supplying, installation and fixing hand pump etc.	1	4,700.00	No.	4,700.00
3	Labour cost of installation lowering GI pipe etc	36	19	Mtr.	684.00
4	Labour cost in fitting, fixing cylinder.	1	245.00	No	245.00
5.	Making circular link plat	1	1250.00	No	1250.00
6	Supplying 5" dia casing pipe	12	300.00	Mtr.	3600.00
7	Supplying 1.25" dia GI pipe	36	127.00	Mtr.	4572.00
5	Supplying, fitting 7 fixing -1.25" brass strainer	1	470.00	No	470.00
<b>Total Rs.</b>					<b>33,021.00</b>

Cost for 38 Nos. + Escalation Approx. 50%= 1882197.00

Signature of the Tenderer: