

EASTERN COALFIELDS LIMITED
OFFICE OF THE GENERAL MANAGER
PANDAVESWAR AREA.

REF.NO: GM/PAND/AM(PC&D)/Loading/1090

DATED: 02 .02.2012

Notification for Loading & Transportation of Coal
(Discount Bidding System)

Sealed discount bid on SOR are invited from Registered Transport Contractors of ECL for Loading of coal by Pay loaders into Tippers at CHP of Khottadih UG Mine and Transportation of the same to Boiler Plant of Khottadih UG Mine of Pandaveswar Area and the details is as follows:-

Sl No	Item of Work		Approx. one way distance (KM)	Quantity in Tes.	Rate		Estimated value in Rs.	Period of work
	From	To			Transportation (Rs/Te)	Loading (Rs/Te)		
1	i	Loading of coal at CHP of KTD UG mine	--	4380	--	7.28	31886.40	01.04.12 to 31.03.13
	ii	Transportation of coal from CHP of KTD UG Mine	Boiler Plant of KTD UG Mine	0.0-0.5	4380	9.15	--	
Total							71963.40	

The above quantities are as per plan and projection. This may vary due to unavoidable circumstances beyond Control of management for which no claim from the contractors will be admissible by the management. For detailed terms and conditions and information ref SOR available with the department & for detailed BOQ refer page-3. This bid is to be guided by the detailed terms and condition of the SOR effective from 01.04.2011 to 31.03.2013 and will be issued from time to time from ECL/H.Q.

Eligibility Criteria:-

- 1). The bidder shall have executed similar transportation work (Coal) during any of the preceding 7 years, at least 25% of the work value tendered (job-wise) in Govt/Semi Govt./Public Sector/Joint Sector/Public Ltd. Cos. in Pvt. Sector.
- 2). Bidder shall have ownership of a fleet of minimum 1/3rd of Tipping Trucks/Trucks (As required for the bid in Question for this work). In case the bidder is having higher capacity tipping Trucks /Trucks the Total capacity of such trucks shall match the required ownership capacity.
- 3). Registration shall be for coal and Loading both in case of jobs involving Loading and coal transportation. Discount price bid of only such tenders will be opened who will fulfill eligibility criteria as at (1), (2) and (3) above through documentary evidence.

Sl No	Approx. Qty to be transported/day	No. of tipping trucks required (10 T Cap)	No. of Pay loaders required	No. of tipping Trucks to be owned by the bidder	No. of Pay loader to be owned by the bidder
1	15 Tes	2	2	1	1

General Instructions for Submission of Tender:-

A bidder is required to submit his offer in sealed covers giving reference to this Tender Notice and date. The offer shall be in two part, Part-I and Part-II shall also be in sealed covers clearly superscribed. Part-I and Part-II on the respective covers giving reference of NIT, date and route for which he is submitting the tender. The two sealed cover shall be placed under one sealed cover.

Part-I shall cover documents fulfill eligibility criteria, photocopy of proof of registration with ECL and Earnest Money as detailed hereinafter.

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

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

Tender document should be displayed in the web site. Tender document can be downloaded from our website www.easterncoal.gov.in during the period of publication of tender document.

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

EARNEST MONEY:-

Rs.(1% of the estimated Cost rounded off to nearest hundred rupees subject to maximum 50.00 Lakhs) as earnest money to be deposited in the form of Demand Draft drawn in favour of Eastern Coalfields Limited , Pandaveswar Area, payable at Asansol on any RBI approved scheduled Bank.

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

Earnest Money of the unsuccessful bids will be refunded after finalization of bid.

Receipt of Tenders:-

Bids are to be received in sealed cover from 11.00 A.M. to 2.00 P.M. on 01.03.2012 at the Office of the General Manager, Pandaveswar Area.

Opening of Tenders:-

Tenders will be opened at 4.00 P.M. on 01.03.2012

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

Cancellation of LOA/ Work order.

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

Signing of integrity pact:-

The Integrity Pact should be signed and submitted by the bidder along with Part- 1 of the tender.

Name and address of the External Monitor:-

Sl.	Name	Address
1	Sri Debabrata Bandopadhyay, IAS(Retd)	GD-89, Sector-3, Salt Lake, Kolkata-700106
2	Sri Sujit Shankar Chattapadhyay, IAS(Retd)	CK-205, Salt Lake Kolkata-700091

Signing of Agreement :-

For work value more than Rs 5.00 Lakhs, Agreement is to be executed by the contractor as per enclosed format.

General Manager
Pandaveswar Area

Distribution:-

D(T)OP, D(T)/P&P, CVO, ECL

TS to CMD, ECL

GM/TS to D(T)/P&P, ECL

GM/TS to D(T)/OP, ECL.

CGM(CMC)/CGM(IE), ECL

Dy. PRM, ECL, HQ- with a request to display in ECL's Website.

CGM/GMs of all Areas, ECL.

AFM/ASO/Area Survey Officer, pandaveswar Area

All Agents, Pandaveswar Area

All Notice Boards, Pandaveswar Area

President, Asansol Marchant Chamber of Commerce & Industries,

Ghanty Bhawan(2nd Floor) G.T. Road, Asansol-713301.

President, Chamber of Commerce, Ranigang, B.P. Khaitan Road, P.B. No. 5, Ranigang.

Secretary Coalfields Contractors Association, 17 NSB Road, Raniganj.

Copy to: Independent External Monitor

i). Sri Debabrata Bandopadhyay, IAS(Retd), GD-89, Sector-3, Salt Lake, Kolkata-700106

ii). Sri Sujit Shankar Chattapadhyay, IAS(Retd), CK-205, Salt Lake Kolkata-700091

BILL OF QUANTITY

Sl No	Item of Work		Approx. one way distance (KM)	Quantity in Tes.	Rate		Estimated value in Rs.	Period of work
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Total							71963.40	

1. All the rates mentioned may vary.

2. Rates mentioned are provisional and currently applicable based on Diesel Price of Rs 43.74/ Ltr(as on 01.07.2011)

3. For payment – Discount shall be applicable on prevailing SOR rates (inclusive of others) of 01.04.2011 to period of Contract.

Scope of Work:-

Loading of coal by Pay loaders into Tippers at CHP of Khottadih UG Mine and Transportation of the same to Boiler Plant of Khottadih UG Mine of Pandaveswar Area. The total job is to be treated as single work, accordingly bid is to be submitted.

(A). Date & Time of Submission of Tender:- From 11.00 a.m. to 2.00 p.m. on 01.03.2012.

(B). Date & time of Opening of Tender Part-I – 4.00 P.M. on 01.03.2012.

To be filed by bidder:-

We offer.....% on likely effective rates applicable from time to time on SOR applicable from 01.04.2011 upto the period of contract.

Signature of the Bidder(with seal)

INTEGRITY PACT

Between

Eastern Coalfields Limited (ECL) hereinafter referred to as “The Principal”

And

..... hereinafter referred to as “The Bidder / Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contracts for _____. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the international “Non-Governmental Organisation” “Transparency International” (TI). Following TI’s national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary action.

Section 2 – Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor will not, directly or through any other person or firm offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
3. The Bidder/Contractor will not commit any offence under the relevant Anti-corruption Laws of India, further the Bidder/Contractor will not use improperly for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details including information contained or transmitted electronically.
4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

(1) If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgression, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

(4) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3% of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

(3) The bidder agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

(1) The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders/Contractors/Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 – External Independent Monitor/Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

(1) The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

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

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the "Principal" and, should the occasion arise, submit proposals for correcting problematic situations.

(7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Outside Expert Committee members/Chairman as prevailing with Principal.

(8) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corrupt on Laws of India, and the Chairperson has no, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commission, Government of India.

(9) The word "Monitor" would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section 10 – Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Sanctoria.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a Partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal
Place

for the Bidder / contractor
Witness 1

Date

Witness 2

AGREEMENT FORM

This agreement made the Day of 20 between (Name and address of the Employer) (hereinafter called “ the Employer”) and (name and address of contractor) (hereinafter called “ the Contractor “ of the other part).

Whereas the Employer is desirous that the Contractor execute (name and identification number of Contract) (hereinafter called “ The Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement, works and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this agreement.

2. In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein conformity in all respects with the provisions of the Contract.

2. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of the defects wherein the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

3. The following documents shall be deemed to form and be read and construed as part of this Agreement Viz.
 - (i) Letter of Acceptance
 - (ii) Notice to proceed with the work,
 - (iii) Contractor’s Bid.
 - (iv) Conditions of Contract.
 - (v) Specifications
 - (vi) Drawings
 - (vii) Bill of Quantities and any other document listed in the Contract Data as forming part of the contract.

* IN witness whereof the parties have caused this Agreement to be executed the day and year first before written.

The common seal of
Was hereunto affixed in the presence of
Signed, Sealed and delivered by the said
In presence of
Binding Signature of Employer
Binding signature of the Contractor.....

TERMS AND CONDITIONS

1.0 ADDITIONAL TERMS & CONDITIONS

The following additional terms & conditions are also acceptable to the Company.

1.1.0 Rate & Escalation Clause:

1.1.1 The rate for the work will remain firm during the period of contract and any change in rate will be applicable only for change in price of H.S.Diesel. The escalation / de-escalation rates due to change in price of diesel will be calculated and conveyed by the G.M(CMC) after approval of the Director(Tech),Op. The escalation/ de-escalation will be calculated as per the following formulae.

1.2.0 FOR COAL TRANSPORT

$$\text{ESCALATION/DE-ESCALATION : } I = 0.066 \times D \times (P_1 - P_0)$$

1.3.0 FOR SAND TRANSPORT

$$\text{ESCALATION/DE-ESCALATION : } I = 0.1026 \times D \times (P_1 - P_0)$$

1.4.0 FOR LOADING OF COAL BY PAY LOADER

$$\text{ESCALATION/DE-ESCALATION : } I = 0.066 \times (P_1 - P_0)$$

1.5.0 FOR LOADING OF COAL BY EXCAVATOR

$$\text{ESCALATION/DE-ESCALATION : } I = 0.12 \times (P_1 - P_0)$$

WHERE (Common for above formulae)

Escalation / De-escalation = I = Change in Rate in Rs/Unit applicable from the date of Change in price of H.S Diesel on the reference date.

D = Average one way distance of transport in Km

P_0 = Prices of HS Diesel on 01/04/2011 in Rs./Litre.

P_1 = The price of HS Diesel on date of reference in Rs/Liter

1.6.0 Payment Clause : -

(A) For Coal Transport :

Payment to the coal transport contractor shall be made on the basis of following criterion:-

- 1.6.1 Manager/Agent of the colliery sending the transport bill for payment should clearly certify on the face of the bill, the quantity of coal transported and admitted for payment. This should be done by him after ensuring that each trip of transport is properly recorded both at the loading end and at unloading end and as per approved route and distance.
- 1.6.2 Monthly reconciliation of coal transport should be made with despatch quantity.
- 1.6.3 **Reconciliation** of the coal transport will be the **responsibility of the Colliery Agent**. After this exercise, a certificate should be given from his end that **“Coal Transport quantity has been reconciled with R/R and / OR despatch quantity and there is no shortage”**.
- 1.6.4 On reconciliation of coal transport, if there is a shortage, the value of the same is to be recovered from the contractor for the quantity, beyond the permissible limit as envisaged in Weights & Measures Act.
- 1.6.5 The surplus and shortage can not be offset against each other after the Monthly Reconciliation.

(B) For Sand Transport :

- 1.6.6 Payment to the Sand Transport contractor shall be made, only after necessary reconciliation of transport of sand to bunker and stowing underground jointly with J.K. Ropeways and Colliery Authority not exceeding TWO months.
However, 80% payment may be released on the basis of UG measurement done by the Unit before reconciliation. Payment should be done strictly as per Clause 6 of Specimen Work Order, as given in Part-III.

1.7.0 System of Reconciliation :

System of Reconciliation should be as under : -

(A) For Coal Transport :

- 1.7.1 The places where the WeighBridge exists both at loading and unloading end, weighment should be taken at both ends. The coal value needs to be recovered from the contractor for any shortage arising beyond the permissible limit as per Clause 1.8.0 (Penalty for Shortage of Coal).
- 1.7.2 If there is WeighBridge only at the loading end the weighment as recorded at the weighbridge is to be reconciled with R/R and / OR Despatch quantity for the month and value of coal for the shortage beyond the permissible limit as laid down in Para 1.8.0 (Penalty for Shortage of Coal) needs to be recovered from the contractor.
- 1.7.3 The places where weighment facility is not available, it should be ensured by the Colliery Agent / Manager that each loaded vehicle reaches the destination and adequate regular surprise check should exist on such transport.
- 1.7.4 ***The next Challan will be issued only when the earlier Challan issued, is returned duly endorsed from the receiving end.***

(B) For Sand Transport:

- 1.7.5 Number of trips carried out from each-way be reconciled by the sender & receiver and on monthly basis. Agent concerned will be made responsible for reconciliation of the trips and quantity of sand.
- 1.7.6 The sender must ensure that receipted Challan is handed over by the truck driver/ Munshi both at the loading end and receiving end.

- 1.7.7 *The next Challan will be issued only when the earlier Challan issued is returned to the Munshi at the sender's end.*
- 1.7.8 *The measurement of sand by Sand Munshi using "Three Dip Stick Measurement System" must be done at both ends.* The figures regarding quantity of sand and receipted initially on Challan will be treated as "Provisional".
- 1.7.9 *Monthly reconciliation* of sand supplied and received at bunker shall *invariably be done by all units / colliery concerned on UG measurement on the basis of Offset Plan.*
- 1.7.10 Payment of sand transport to the contractor shall be made on the basis of Joint UG Measurement of Sand Stowed with the representative of J.K.Ropeways and Colliery Concerned on the basis of reconciliation done once in two months.
- 1.7.11 In case of sand supplied by J.K.Ropeways, after reconciliation with the different Units/ Collieries attached with J.K.Ropeways, further reconciliation of Sand Stock and Ropeways Dumps/ Pontoons is to be done by J.K.Ropeways itself accordingly within the permissible limit. The permissible limit will be determined by a Committee having Representative of J.K.Ropeways, Representative of the Concerned Area and a Representative of G.M (CMC). The permissible limit should have approval of Director (Tech), Op. Shrinkage beyond the permissible limit will be considered as shortage and penalty for the same will be as per the Clause 1.8.0 (B) of Part-III.

1.8.0 PENALTY FOR SHORTAGE:

1.8.0 (A) Penalty for Shortage of Coal :

In case, there is any variation beyond the permissible limit as per Weights & Measures Act, in the quantity of coal transported as per the weighment at the loading end weigh bridge and R/R weighment, the recovery for such short fall shall be made at the rate of DOUBLE the Notified Value of Coal from the bills of the contractor.

The transportation charge should be given on the R/R weighment on monthly reconciliation basis.

The places where the weighbridge exists both at the loading & unloading end, weighment should be taken at both ends.

1.8.0 (B) Penalty for Shortage of Sand :

In case, there is any shortage of sand supplied from J.K.Ropeways' dumps, the Penalty for shortage beyond the permissible limit (as explained in Para 1.7.11), will be the cost of sand per CuM as calculated by JK Ropeways for the case and the same will be recovered from the bill of the sand transport contractor.

1.9.0 PENALTY CLAUSE FOR DEMURRAGE etc:

- 1.9.1 The contractor shall ensure that there is no detention of wagons at the railway Siding due to failure of transportation of sufficient quantity of coal to the siding and in case of such failure the contractor shall be held responsible and demurrage if any paid by the Company shall be recovered from the contractor's bill/ dues/ security deposit.
- 1.9.2 The contractor engaged for loading the Railway Wagon, shall also ensure that wagons are loaded as per their capacity and no overloading and underloading is done. The loading of wagons should be done under the supervision of the Colliery Management, who will ensure that no overloading and underloading is done.
- 1.9.3 The work shall have to be performed by the contractor round the clock on all the days OR as advised by the Company OR Controlling Officer.

- 1.9.4 The contractor shall give the required progress stipulated by the Company/ Controlling Officer. In the event of the contractor's failure to comply with the required progress in terms of the agreed time and progress chart of to complete the work and clear the site on or before the date of completion of contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, shall become liable to pay for penalty as under :
- (a) If the average daily progress of work during the calendar months is less than the stipulated rate indicated in the detailed tender notice, penalty as detailed below will be levied.
 - (i) If the average daily progress of work executed during the calendar month is more than 80% and less than 100% of stipulated rate of progress, penalty equal to 10% of the contract value of the short fall in work shall be levied.
 - (ii) If the average daily progress of work executed during the calendar month is less than 80% of stipulated rate, penalty equal to 20% of contract value of the short fall in work shall be levied.
 - (iii) The aggregate of the penalties so levied shall not exceed 10% of the total contract value. Penalties will be calculated every month and withheld. The contractor shall be allowed to makeup the shortfall in the succeeding month within the stipulated time of completion.
 - (b) The Company may waive the payment of compensation, depending upon merit of the case, on request received from the contractor if the entire work is completed within the date as specified in the contract or as validity extended without stipulating any penalty.
- 1.9.5 Payment for the work done by the contractor shall be made on the basis of the weighment of each tipping truck on the weighbridge of colliery which should be counter checked with the weighment at the Siding and also with the actual despatch from the Siding/ R.R of wagons. Payment shall be made by the Area Finance Manager of the Area for the bills submitted on MONTHLY basis subject to such verifications as he may consider necessary and making deductions on account of income-tax, security deposit, penalty/recoveries etc as per terms & conditions and statutory obligations. ***The payment should be done on R/R weighment.*** The reconciliation of transport quantity will be made by taking into account at the loading end and unloading points alongwith the quantity as per R.R weighment for the billed period after adjusting for opening and closing stock, if any.
- 1.9.6 The contractor shall post an authorised representative at the site of the work who shall be available all times and receive all communications/ instructions from the Controlling Officer/ Company and arrange compliance of the same.
- 1.9.7 The contractor shall arrange at his own cost accommodation, water, medical treatment etc for his employees and all necessary arrangement for execution of the work.
- 1.9.8 The contractor shall maintain all records as required under different statutes and as directed by the Controlling Officer/ Company and shall submit the same to the Controlling Officer/ Company / Govt. Departments as required.
- 1.9.9 The contractor will have to start the work maximum within 10 (Ten) days from the date of issue of the Letter of Intent, failing which the earnest money may be forfeited and the Letter of Intent may be cancelled.
- 1.9.10 The contractor shall have no claim for idleness of his equipments for any neither reason whatsoever, nor will their be any financial liability on the Company on this account.
- 1.9.11 The contractor shall be fully responsible for all payments and perquisites to his employees as per Award / Laws applicable in case non-payment or short-payment to the employees, the amount as assessed by the Company or by the concerned Statutory Authority, shall be recovered from the contractor's bills/dues/ security deposit payable to him.

- 1.9.12 It will be absolute responsibility and liability of the contractor to pay full compensation for any injury / accident to his and / or Company's employee and / or any member of Public arising out of an in course of operation of this contract.
- 1.9.13 The contractor shall indemnify the Company against any claim which may be made against it, by any member of the public or any third party for any damage or loss suffered by him by contractor's equipment or any act of omission or commission on their part of the contractor and / or his employees.
- 1.9.14 The contractor shall compensate the Company for any damage or any loss suffered by it due to stoppage of work by the contractor or his employee's on his / their own accord or damage to any property of the Company by contractor's equipment/ employees or any damage / loss suffered by the Company due to any act of omission or commission on the part of the contractor and / or his employees. The assessment made by the Company in this regard shall be final and binding to the contractor.
- 1.9.15 The contractor or his employee shall fully abide by the Rules & Regulations of the Company and will fully abide by the instructions of Controlling Officer in carrying out the work and execution of the contract. In case of any disobedience / misbehavior of the contractor and / or his employees, the contract may be terminated without any notice or the contractor may be called upon to forthwith remove any employee from the site for such disobedience/ misbehavior. Non-compliance of such instructions may lead to termination of the contract forthwith.
- 1.9.16 The Company may for any reason ask the contractor to suspend the work and the contractor shall be bound to comply with such instructions without having any claims for the idleness of his equipments and / or employees or for any loss suffered by him due to such suspension.
- 1.9.16(a) The contract may be terminated without any notice and with immediate effect for unsatisfactory performance or for breach of terms & conditions and for administrative reason. Company's decision in this matter will be final and binding on the contractor without any claim. In the event of such termination, the contractor will be paid only for the work satisfactorily completed as directed by the Company and the contractor shall have no further claims on this account. If the contractor stops the work of his own accord without completing the work, the Company reserves the right to impose such penalty on the contractor as it considers appropriate and recover the same from contractors bills/ dues/ security deposit.
- 1.9.16(b) If the Company decides to discontinue for any reason including executing the job in any other term / method or if the performance of the contractor is not satisfactory or in case of breach of contract by the contractor, in that event the Company may terminate the contract by giving 10 (Ten) days notice and for such termination the contractor shall not be entitled for any compensation.
- 1.9.17 In the case of failure of the contractor to give the required progress the Company reserves the right to engage any other contractor/ agency or make alternative arrangement to execute the work and recover extra expenditure incurred by the Company.
- 1.9.18 The contractor shall not sublet the work or engage any sub-contractor for executing the work.
- 1.9.19 The contractor should provide footwear, helmets and protective equipments as required to its employees at his own cost. In case of failure on the part of the contractor, this may be provided by the Company and the value of the same will be recovered from the bills/ dues/ security deposit.
- 1.9.20 No claim whatsoever shall lie with the Company for any loss or damage suffered by the contractor due to Act of God, War, Commotion, Strike, Bandh, lock Out, Natural Calamity, Excessive Flood or on account of circumstances beyond the control of the Company.
- 1.9.21 No claim for payment will be entertained by the Company after expiry of three months from the date of completion / termination of the work.

- 1.9.22 The contractor should load the coal into wagon at desired Railway Siding, free from shale, stone and other extraneous materials. If any complain about presence of any oversize coal / stone, shale or extraneous material in respect of any Rake loaded with coal picked and sized by the contractor if received from the consumer, the contractor shall be liable for the same and if any amount is deducted by the consumer on this account, the same will be recovered from the contractor's bills/ dues/ security deposit.
This clause will be applicable where scope of work, includes "picking out shale /stone or and any other extraneous matters", in the contract.
- 1.9.23 In case of the contractor fails to accept the Letter of Intent/ Work Order and to take up the work within stipulated period, his earnest money deposit may be forfeited.
- 1.9.24 In case of any dispute or in the matter of interpretation of any of the terms & conditions, the decision of the Functional Director (Tech) of the Company to whom the case is referred, shall be final and binding on the contractor(s).
- 1.9.25 The contractor shall also be subjected to the other terms & conditions as enclosed and as may be applicable but in the event of any conflict between the provisions, the provision of additional terms and conditions shall prevail.

2.0 GENERAL TERMS & CONDITIONS

2.1.0 DEFINITION :

- 2.1.1 The word "**Company**" wherever occurs in the conditions, means the Eastern Coalfields Limited, represented at the Headquarter of the company by the Chairman-cum-Managing Director or his authorised representative or any other officer specially deputed for purpose.
- 2.1.2 The word "**Contractor / Contractors**" wherever occurs means successful tenderer / tenderers who has / have given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or the successors and permitted assignees of such individual, firm or company as the case may be.
- 2.1.3 The "**Site**" shall mean the site of the contract work including land and any building and erections thereon and any other land allotted by the company for contractor's use.
- 2.1.4 The term "**Sub-Contractor**" as employed herein, includes goes having a direct contract with contractor either on piece rate, item rate, time rate or on any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplies materials.
- 2.1.5 "**Accepting Authority**" shall mean the management of the company and includes an authorized representative of the company or any other person / persons or body of persons empowered in this behalf by the company.
- 2.1.6 A "**Day**" shall mean a day of 24 hours from midnight to midnight.
- 2.1.7 The "**Agent/ Manager / Engineer-in-charge**" shall mean the officer appointed by the company in the engineering / technical cadre / discipline who is competent to direct supervisors and deputed to be incharge of the works for purposes of this contract.
- 2.1.8 The "**Contract**" shall mean the Work Order, as accepted by the company and the contractor and the formal agreement executed between the company and the contractor together with the documents referred to therein including general terms & conditions, special conditions, if any, specifications, designs & drawings including those to be submitted during progress of work, schedule of quantities with rates and amounts.

- 2.1.9 The “**Works**” shall mean the works required to be executed in accordance with the contract or parts thereof as the case may be and shall include all extra or additional, altered or substituted works, any work of emergent nature which in the opinion of the engineer-in-charge become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- 2.1.10 “**Schedule of Rates (S.O.R)**” referred to in these conditions shall mean the standard schedule of rates prescribed by the company and the amendments issued from time to time.
- 2.1.11 “**Contract Amount**” shall mean :
- (a) In the case of lump sum contracts, the total sum for which tender is accepted by the company.
 - (b) In case of other types of contracts the total sum arrived as based on the individual rates quoted by the tenderer or for the various items shown in the bill of quantities of the tender documents as accepted by the company with or without any alteration as the case may be.
- 2.1.12 “**Written Notices**” shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the Corporation / Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

2.2.0 CONTRACT DOCUMENT :

The following documents shall constitute the contract documents:-

- (i) Articles of Agreement / Work Order,
- (ii) General Terms & Conditions of Contract, Additional Terms & Conditions, Special Conditions, if any etc forming part of the agreement,
- (iii) Specifications where it is part of the tender documents,
- (iv) Bills of Quantities / Schedule of Work / quantities, contract.
- (v) Route map etc./finalized work programme, if any.
- (vi) General Information,

- 2.2.1 After award of work and on execution of contract / issue of work order, as the case may be, the contractor shall be furnished, free of charge, **TWO copies** of Contract Documents (Certified True Copies) excepting these drawings to be supplied during the progress of work. The contractor shall keep copy of these documents on the site / place of work in proper manner so that these are available for inspection at all reasonable times by the Engineer-incharge, his representatives or any other officials authorized by the company for the purpose.
- 2.2.2 None of these documents shall be used by the contractor for any other purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy as required of such documents.

2.3.0 DISCREPANCIES & ADJUSTMENTS THEREOF:

- 2.3.1 The documents forming part of the contract are to be treated as mutually explanatory of the another and in case of discrepancy between the schedule of quantities, the specification and / or drawings for following order of preference shall be observed.
- (1) Description in Schedule of Quantities,
 - (2) Particular Specification and Special Conditions, if any
 - (3) Drawings, if any
 - (4) General Specifications

- 2.3.2 In the event of varying or conflicting provisions made in any of the document / documents forming part of the contract, the Accepting Authority's decision/ clarification shall hold good with regard to the intention of the document or contract, as the case may be.
- 2.3.3 Any error is in description, quantity or rate in schedule of quantities or any omission there form, shall not vitiate the contract or release the contractor from discharging his obligations under the contract including execution of work according to the drawings and specifications forming part of the particular contract document.
- 2.3.4 Any difference detected in the tender / tenders submitted, resulting from :
- (a) Discrepancy between description in words and figures of the rate which corresponds to the works quoted by the contractor shall be taken as correct.
 - (b) Discrepancy in the amount quoted by the contractor due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.
 - (c) Discrepancy in totaling or carry forwards in the amount quoted by the contractor shall be corrected.
- The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer along-with other tender / tenders. Rounding off to the nearest rupee shall be done in the final summary of the amount instead of in totals of various sections of schedule of quantities.

2.4.0 **Security Deposit**

The contractor/contractors shall permit the company at the time of making any payment to him/them for work done under the contract, to deduct such sums as along with the amount of earnest money already deposited, would amount to 5% of the contract sum. The security deposit will not carry any interest.

The contractor shall deposit immediately after receipt of letter of intent, the balance of 1% of awarded value after adjustment Earnest Money if any. The balance amount of security deposit shall be recovered from the contractor's running account bills to be submitted for the work done under the contract and shall remain at the disposal of the company as security for the satisfactory execution and completion of the work in accordance with the provision of the contract.

The aggregate amount of initial security deposit and security deposit recovered shall not exceed 5% of the awarded or revised value of the contract as the case may be, whichever is lower.

The company shall be at liberty to deduct appropriate sum from the security deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract and the amount appropriated from security deposit shall have to be restored by further deduction from the contractor's subsequent on account running bills, if any.

The security deposit shall be refunded after expiry of 3 (three) months from the date of satisfactory completion of the work as per the work order or from the date of termination of work by the management , subject to recovery of the company's dues from the contractor on the date of termination. The amount of security deposit shall bear no interest.

2.5.0 DEVIATION / VARIATION IN QUANTITIES – EXTENT AND PRICING :

2.5.1 The quantities given in the Schedule of Quantities are provisional and are meant to indicate the extent of the work and any variation either by addition or omission shall not vitiate the contract.

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

2.6.0 TERMINATION, SUSPENSION, CANCELLATION AND FORECLOSURE OF CONTRACT :

2.6.1 The company shall in addition to other remedial step to be taken as provided in the condition of contract be entitled to cancel the contract in full or in part if the contractor :

- (a) make default in preceding with the works with due diligence and continues to do so even after a notice in writing from the Engineer-incharge, then on the expiry of the period as specified in the notice.

OR

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

OR

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

OR

- (d) shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward or act / acts or favour in relation to the obtaining or execution of this or any other contract for the company.

OR

- (e) obtains a contract with the company as a result of ring-tendering or other non-bonafide methods of competitive tendering.

OR

- (f) transfers / sublet assigns the entire work or any portion thereof without the prior approval in writing from the Engineer-incharge. The Engineer-incharge may give a written notice to cancel the whole contract or portion of it in default.

2.6.2 The contract shall stand terminated under the following circumstances :-

- (a) If the contractor being an individual in the case of Proprietary concern or in the case of Partnership firm, any of its partner is declared insolvent under the provision of Insolvency Act for the time being in force or makes any convenience or assignment of his effects or composition or agreements or the benefit of his creditors amounting to preceding for liquidation or composition under any Insolvency Act.
- (b) In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the company or by an order of Court, not being a voluntary liquidation proceedings for the purpose of amalgamation or re-organisation or a Receiver or Manager is appointed by the Court on the application by the debenture holders of the company, if any.
- (c) If the contractor suffers an execution being levied on his / their goods estates and allow it to be continued for a period of 21 (twenty one) days.
- (d) On the death of the contractor being a Proprietary concern or any of the partner in the case of a Partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the Partnership concern are capable of carrying out and completing the contract the decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the Partnership concern.

2.6.3 On cancellation of the contract or on termination of the contract the Engineer-incharge shall have powers :-

To take possession of the site and any materials, constructional plant, implements, stores etc thereon,

- a) To carry out the incomplete work by any means at the risk of the contractor,
- b) To determine the amount to be recovered from the contractor for completing the remaining work, or in the event, the remaining work is not to be completed the loss / damage suffered, if any, by the company after giving credit for the value of the work executed by the contractor upto the time of cancellation less on account payments made till date and value of contractor's materials, plant, equipments etc, taken possession of after cancellation.
- c) To recover the amount determined as above, if any, from any moneys due to the contractor on any account or under any other contract and in the event of any shortfall, the contractor shall be called upon to pay the same on demand.

The need for determination of the amount of recovery of any extra cost / expenditure or of any loss / damage suffered by the Company shall not however arise in case of termination of the contract for death / demise of the contractor as stated in **Para 2.6.2 (d)**.

2.7.0 RESPONSIBILITY OF THE CONTRACTOR :

- 2.7.1 The company reserves the right to let other contractors in connection with the project and the contractor / contractors shall co-operate in the works for the introduction and the stores and materials and execution of his / their works.
- 2.7.2 The contractor / contractors shall keep on the work during the progress a competent Superintendent and necessary assistance who shall represents the contractor / contractors in his / their absence important instructions shall be confirmed to the contractor/ contractors in writing. If the contractor/ contractors in course of the works finds/ find any discrepancy between the drawing forming part of the contract documents and physical condition of the locality of any errors or omissions in drawings except those prepared by himself/ themselves and not approved by the Engineer-incharge, it shall be his/ their duty to immediately inform the Engineer-incharge in writing and the Engineer-incharge shall verify the same. Any work done after such discovery and without intimation as indicated above will be done at the risk of the contractor/ contractors.
- 2.7.3 The contractor / contractors shall employ only competent skillful and orderly men to do the work. The Engineer-incharge shall have the right to ask the contractor/ contractors to remove from the work site any men of contractor / contractors who in his opinion is undesirable and the contractor/ contractors will have to remove him within 3 (three) hours of such orders.
- 2.7.4 Precautions shall be exercised at all times for the protection of persons (including employees) and properties. The safety required or recommendations by all applicable laws, codes, statutes and regulations will be observed. In case of accidents, he/ they shall be responsible for compliance with all the requirements imposed by the Workmen Compensation Act or any other similar Laws in force and shall indemnify the company against any claim on this account.

All scaffoldings, ladders and such other structures which the workmen are likely to use shall be examined by the Engineer-incharge or his authorised representative whenever they want and the structure must be strong, durable and such designed as required by them. In no case any structure condemn by the Engineer-incharge or his authorised representative shall be kept on the work and such structures must be pulled down within three hours of such condemnation and any certificates or instructions, however shall in no way detract the contractor/ contractors from his/ their responsibility, as an employer, as the company shall in no way be responsible for any claim.

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

- 2.7.5 The contractor/ contractors shall familiarise themselves with and be governed by all laws and rules of India and local statutes and orders and regulations applicable to his / their work.
- 2.7.6 The contractor/ contractors shall furnish to the Engineer-in-charge or his authorised representative(s) with work reports from time to time regarding the contractor/ contractors organization and the progress made by him/ them in the execution of the work as per the agreement.
- 2.7.7 All taxes, whether local, Municipal, Provincial or Central etc. are payable or may become payable during the entire periods of contract shall be to the contractor/contractors account. The above taxes do not however, covers Service Tax and Toll Tax. Such Service Tax & Toll Tax if payable/applicable for any approved route (as the case may be) shall be reimbursed with the approval of Director(Tech.).
- 2.7.8 The contractor/ contractors shall make their own arrangements for carriage of all materials, tools, staff and labourer required for the contract which shall include the cost of lead, lift, loading & unloading, railway freight, recurring expenses and any other charges for the completion of the work to the entire satisfaction of the company.
- 2.7.9 The work shall not be sublet to any other party, unless approved by the Engineer-in-charge, in writing.
- 2.7.10 The contractor/ contractors shall not pay less than the minimum wages to the labourers engaged by him/ them as per Minimum Wages Act or such other legislation or award or the Minimum Wages fixed by the respective State Government as may be in force. The contractor(s) shall make necessary payments of the provident fund for the workmen employed by him/ them as per the laws prevailing under the provisions of CMPF and Allied Schemes and Miscellaneous Provisions Act. 1948 or Employee's Provident Fund and Miscellaneous Provisions Act.1952 as the case may be.
- 2.7.11 All accounts shall be maintained in English and the company shall have the right of access and inspection of all such books of accounts etc relating to the payment of labourer considered necessary and the company may arrange for witnessing the payment to the labourer by its representatives.
- 2.7.12 The contractor shall in addition to any indemnity provided by law indemnify and keep indemnified.
- (a) The company or any agent or employee of the company against any action, claim or proceeding relating to infringement or use of any patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material included in the contract. However, the amount so paid shall be reimbursed by the company in the event such infringement has taken place in complying with the specific directions issued by the Company or the use of such article or material was the result of any drawing and/ or specifications issued by the company after submission of tender by the contractor. The contractor must be notified immediately after any claim being made or any action brought against the company, or any agent or employee of the company in respect of any such matter.

- (b) The company against all losses and claims for injuries or damage to any third party or to any property belonging to any third party which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and against all claims, demands, proceedings, damages, cost, charges and expenses whatsoever in respect of or in relation thereto.
- (c) The company against all claims, damages or compensation under the provisions of Payment of Wages Act'1938, Minimum Wages Act'1948, Employer's Liability Act'1938, The Workmen's Compensation Act'1923, Industrial Disputes Act'1947. The Employees State Insurance Act'1948 and Maternity Benefit Act'1961 or any modifications thereof or of any other law relating thereto and rules made thereunder from time to time, as may be applicable to the contract, which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and also against costs, charges and expense of any suit, action or proceedings arising out of any accident or injury.

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

- (a) In the case of constructions works, without limiting the obligations and responsibilities under the contract, the contractor shall take insurance policy for the works and for all materials at site, so that the value or the works executed and the materials at site upto date, are sufficiently covered against risk of loss/ damage to the extent as permissible under the law of insurance. The contractor shall arrange insurance in joint names of the company and the contractor and all moneys payable by the insurers shall be recovered by the company which shall be paid to the contractor in installments as may be certified by the Engineer-incharge for the purpose of rebuilding or replacement or repair of works and/or goods destroyed or damaged for which payment was received from the insurers.
- (b) Where any company building or part thereof is used, rated or leased by the contractor for the purpose of storing or using materials of combustible nature, the contractor shall take separate insurance policy for the entire building and the policy shall be deposited with the company.
- (c) The contractor shall at all times during the pendency of the contract indemnify the company against all claims, damages or compensation under the provisions of the Workmen's Compensation Act and shall take insurance policy covering all risks, claims, damages or compensation payable under the Workmen's Compensation Act under any other law relating thereto.
- (d) The contractor shall ensure that the insurance policy/policies are kept alive till full expiry of the contract by timely payment of premiums and shall not be cancelled without the approval of the company and a provision is made to this effect in all the policies, and similar insurance policies are also taken by his sub-contractor if any. The cost of premium shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.

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

2.8.0 TIME FOR COMPLETION OF CONTRACT – EXTENSION THEREOF, DEFAULTS & COMPENSATION FOR DELAY:

Immediately after the contract is conducted the Engineer-in-charge and the contractor shall agree upon time and progress chart prepared on the basis of a transportation schedule to be submitted by the contractor showing the order in which the work is proposed to be carried out within the time specified in the contract document. For the purpose of this time and progress chart, the work shall be deemed to have commenced on the expiry of 10 (ten) days from the issue of letter of acceptance/work order or handing over the site of work.

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

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

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

Penalties will be calculated every month and withheld. The contractor shall be allowed to make up the shortfall in the succeeding month within the stipulated time of completion.

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

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

- a. abnormally bad weather
- b. serious loss or damage by fire
- c. civil commotion, strikes or lockouts affecting any of the trades employed on the work

- d. delay on the part of the contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work.
- e. Any other causes which, at the sole discretion of the company is beyond the control of the contractor

A “Hindrance Register” shall be maintained by both the Company and the Contractor at site to record the various hindrances, as mentioned above, encountered during the course of execution.

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

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

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

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

In case the Contractor does not apply for grant of extension of time within 15 (fifteen) days of hindrance occurring in execution of the work and the Company wants to continue with the work beyond the stipulated date of completion for reason of the work having been hindered, the Engineer-in-charge at his sole discretion can grant provisional extension of time even in the absence of application from the Contractor. Such extension of time granted by the Engineer-in-charge is valid provided the Contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to Company’s right to levy compensation under the relevant clause of contract.

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

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

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



SPECIAL TERMS & CONDITIONS FOR TRANSPORT CONTRACT

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

1.01 Trucks/ Tippers used for contractual coal transportation should cover the following information on both side body of trucks/ Tippers.

- 1) On ECL duty in Bold letters.
- 2) Name of the Area in Bold letters.
- 3) Registration number of the Vehicle.
- 4) Period of contract in Bold letters.

Note:- the above information shall cover a space of 4' x 2 ½'

The above information should be marked in red letters. Size of the letters should be bold enough so that it is clearly visible.

The driver of the truck must carry the copy of the Work Order to be shown to inspecting authority of ECL or State Government.

1.02 a) It is mandatory on the part of the contractor to ensure training as per Vocational Training Rules in the company's training center and the concerned trainee will be entitled for receiving stipend as per VCT rules.

b) The cost of "stipend" paid during the training period shall be factored into while quoting price bid.

c) It is mandatory on the contractor to impart VTC training to his workers before they are deployed in a mine.

d) Training card shall be issued on completion of said training.

e) It should be made mandatory on the contractor that only Training Card holder is allowed to work in the mine.

1.03 Tipping trucks loaded with coal should be covered by tarpaulin during transportation.

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

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

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

- 3.03 Only tipping trucks in good and safe condition having valid fitness certificate, permits/licenses etc. and in respect of which the required taxes/fees have been deposited and which are properly covered by insurance, shall be deployed for the work.
The company shall have the right to inspect or arrange inspection for the vehicles/ equipments deployed by the contractor for the work at any time and declare any vehicle/ equipment unsafe and ask for its immediate withdrawal from the site/ operation. The contractor shall ensure prompt/immediate compliance of the same.
- 3.04 The contractor shall at his own cost, arrange for regular checking/maintenance /repair of the tipping trucks/equipment and keep them in good and safe conditions at all times.
Proper records of such checking/maintenance/repair shall be maintained in a Log Book kept on the vehicle for the purpose, which shall be readily available for inspection whenever required.
- 3.05 Only experienced, skilled and disciplined drivers of sound health, good behavior and antecedents having valid and requisite driving license shall be deployed by the contractor for driving the tipping trucks/trucks / pay loaders / equipments deployed for the work.
In no case any un-authorized driving of the tipping trucks or operation of pay loaders/ equipments shall be permitted by the contractor.
- 3.06 The tare-weight, gross weight, maximum carrying capacity of the truck and the dimensions of the body of the truck shall be clearly indicated on the body of each tipping trucks deployed for the work and maintained in good legible condition, at all times.
- 3.07 No addition or alteration to the size of the body or any such truck shall be carried out, without prior approval of the Project Officer/General Manager.
The trucks shall be loaded only upto the maximum carrying capacity and shall not be overloaded under any circumstances.
- 3.08 The re-appropriation /re-allocation of the quantities may be done with the approval of Engineer-In-Charge within the stipulated contract period and contract value with approval of the approving authority of the contract. In case the approving authority is Board then with the approval of the CMD of the Subsidiary Company.
- 4.00 No manual workers shall be engaged by the contractor for loading/unloading of the trucks or loading of wagons, under any circumstances whatsoever.
- 5.00 The contractor shall bring/take back and arrange for the transportation of the trucks/equipments /men and materials required for the work at his own cost.
- 6.00 Contractor's trucks should ply only on specified routes/roads. In case, plying of the trucks on any other route/ road become necessary, due to any reason, prior approval for the same shall be taken by the contractor from the Project Officer/ Chief General Manager. In case of violation of this provision penalty may be imposed on the contractor and/or the contract terminated.
- 7.00 The contractor shall not have any claim whatsoever for the idleness of his tipping trucks/trucks/ payloaders /equipments/employees for want of coal or non-availability of departmental equipment or lack of space available at the unloading site or any dislocation en-route and/ or for any other reason.
- 8.01 The contractor shall at his own cost arrange for all materials, stores, spares, tools, tackles etc. and maintenance/repairs of the tipping trucks/ payloaders/ equipments required /deployed for the work. The company shall have no liability whatsoever on this account.
- 8.02 In emergent situations and provided the contractor makes an application in this regard, POL, if available with the company, may at the sole discretion of the company, be issued to him with the approval of the General Manager but value of the same along with the handling/departmental charges as per the then prevailing rules of the company shall be charged from him or recovered from his bills/ security deposit.

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

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

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

The contractor shall also ensure environmental control measures related to transportation of coal.

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

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

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

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

14.00 In case two or more contractors are engaged on picking/breaking and wagon loading, the distribution of the reconciled quantity for the month, arrived.

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

- 16.00 If the work of transportation/ removal of picked out band/ shale/ stone/ extraneous materials/overburden / washery rejects is contracted out payment for the same shall be made on the basis of volumetric measurement of trucks, duly verified against the volumetric measurement of such materials at the site of unloading where weighment of such materials is not possible.
- 17.00 In case two or more contractors are engaged for loading of wagons at any siding, the allocation of wagons to be loaded by each of them will be decided by the Project Officer/ General Manager, which will be final and binding on each contractor.
- 18.00 Wagons supplied at the siding shall be loaded by the wagon contractor (s) within the free loading time given by the Railways, which may vary from time to time.
- 19.01 The wagon loading contractor(s) shall be also responsible for cleaning of the siding tracks/between the line and on both sides of the same, leveling of coal loaded into the wagons and lime washing on the top of the same, in respect of the wagons allotted to him/each of them. In case any rake is put on demurrage/any penalty is imposed on the company for failure on the accounts, the same shall be recovered from the contractor/s concerned.
- 19.02 In case any derailment of wagons occurs due to non-cleaning of the tracks by the wagon loading contractor(s) the charges/ penalties for the same levied by the Railways as also the demurrage charges for the same shall be recovered from the defaulting contractor (s).
- 19.03 All such charges / penalties shall be apportioned between the defaulting contractors, as the General Manager thinks fit and reasonable and his decision in all the above cases shall be final and binding on the contractors concerned.
- 20.00 In order to ensure proper loading of wagon, the loading contractor shall ensure loading upto proper level keeping in view the stipulated carrying capacity of the wagons and the loading will be done as per directions of Colliery/ Project/ Area Officials responsible for the supervision of the loading of wagons at siding.
- 21.00 The wagon loading contractor shall load clean coal free from stone/ shale / bands / extraneous materials and of stipulated size.
- 22.00 The daily rate of transportation shall be about the yearly quantity divided by the number of working days in the year \pm 30% but the contractor may be called upon to transport still more/ still less quantity and no claim whatsoever shall lie against company on account of such variations. The contractor/s shall make necessary arrangements and ensure transportation of coal, etc. on daily basis, as advised by the General Manager / Project Officer.
- 23.00 In case a contractor fails to deploy adequate number of pay-loaders, the company may, without any reference to the contractor, deploy its own pay-loader/s and or make alternative arrangements for loading of the wagons/ trucks for which double the wagon/ truck loading charges payable to the contract/s, for the quantity loaded by the Company's Pay-loader/s of extra expenditure incurred by the company on alternative arrangement made shall be recovered from the contractor.

- 24.01 The contractor shall post adequate number of competent, experienced, skilled and disciplined persons having good antecedents for satisfactory execution of the work. A list of all such persons shall be kept in the office of the contractor and a copy of the same shall be furnished to the General Manager/Project Officer as and when required. All these persons shall be in the direct employment and under direct administrative control of the contractor and the management shall have no responsibility / liability whatsoever in this regard.
- 24.02 The contractor shall issue an identity card / employment card to each employee with photograph duly attested by him which the employee shall always carry with him, while on work and produce for inspection whenever required.
- 25.00 The contractor shall not engage any person of less than 18 years of age or females during night hours as required by relevant law.
- 26.00 The contractor shall prepare the wages sheet for his employees in duplicate, a copy of which shall be regularly submitted to the Project Officer.
- 27.00 The responsibility of the contractor in respect of all payments to his employees will be complete and absolute. The Company shall have no liability whatsoever in this regard and shall be fully indemnified by the Contractor against any claim arising out of any non-payment/ short-payment / dispute/ award.
- 28.00 The contractor shall arrange for the training of this employees in accordance with the Mines Vocational Training Rules,1966 as amended from time to time, at his own cost.
- 29.00 In case any accident occurs or any injury is caused to any employee of the Company by the vehicles/ equipments of the contractors or by any act of omission / commission on the part of the contractor's representative / employees, the compensation for the same, as provided in law or as assessed by the company shall be recovered from the contractor alongwith the costs and expenses incurred by the company on the same.
- 30.0 The contractor shall provide footwears, helmets and other protective equipments, to his employees as provided in the law, at his own cost. In case of failure on the part of the contractor to provide these protective equipments, the company may provide the same to the employees at the cost of the contractor.

31.0 **Penalty for shortage of coal**

Where no weighment facility is available both at loading and unloading end, shortage of coal shall be assessed by the Area Management and the penalty for shortage of coal shall be imposed upon the contractor as per clause 1.8.0 (A). In addition to above the truck/ tippers and its driver involved in such cases shall be blacklisted.

31.01 : SAFETY MEASURES FOR TIPPERS :

- 1) Cabin Guard Extension :
For safety of operator
- 2) Exhaust/Retard Brake :
As per DGMS circular 02 of 2004.
- 3) Propeller shaft guard :
Propeller shall guard as per DGMS circular 10 of 1999.
- 4) Anti collision protection :
Protection of cabin against hitting by tail gate:
- 5) Limiting speed :
Speed governors of electronic or mechanical type of limit speed as desired by Manager.
- 6) Provision of two brakes :
Only DGMS approved AVA shall be used.
- 7) Provision of two brakes :
As per DGMS circular 09 of 1999 and one of them fail safe.
- 8) Body lifting position locking arrangement :
A hooter along with an indication may be provided to show the body is lifted.
- 9) Fire suppression System :
Only DGMS approved fire suppression may be provided to show the body is lifted.
- 10) Pressure Vessel / Air Receivers :
Pressure Vessel/Air Receivers installed shall be tested as per DGMS cir 7 of 2003 and test report insisted upon.
- 11) Limiting speed :
Speed governors of electronic or mechanical type to limit speed as desired by manager.
- 12) Blind spot mirror :
Better view in front blind spot by operator.
- 13) Fire resistant hoses at hot zone :
To decrease chance of fire.
- 14) Electric Wires and sleeves are to be of fire resistant quality.
To decrease change of fire.
- 15) Turbo Charge Guard and exhaust tube coated with heat insulated paint :
To decrease chance of fire.
- 16) Battery Cut off Switch :
To decrease chance of fire.
- 17) Retro reflective reflectors on all sides :
For visibility in night.
