

**REGISTRATION OF
CONTRACTORS
FOR
TRANSPORTATION OF COAL
INCLUDING ALLIED WORKS
ON
SCHEDULE OF RATES
AS FIXED BY NCL**



(FOR REGISTRATION)

Vol. - I

**ALL PAGES TO BE SIGNED WITH DATE AND SEAL
BY THE PROSPECTIVE APPLICANT
AS A TOKEN OF ACCEPTANCE
OF THE TERMS AND CONDITIONS
CONTAINED IN THE BOOK
& SUBMITTED AS ENCLOSURES
AND
THE SAME SHALL BE BINDING
DURING THE CURRENCY OF THE REGISTRATION**



Registration of Contractors

INDEX

NOTICE INVITING APPLICATION 3 pages

Application Form 2 pages

Affidavit to be given 1 page

Document issued to : Against cash receipt/DD No.
dated
Amount (Rs.)

Signature of issuing official of NCL

Date of issue :

NCL



Northern Coalfields Limited
(A Subsidiary of Coal India Ltd)
Singrauli, MP
Phone/Fax 07805-266503
e-mail : gmcmc@ncl.gov.in

NOTICE INVITING APPLICATION FOR REGISTRATION OF CONTRACTORS

No.NCL/CMC/CT/SOR/2013/112

dated 07.11.2013

Northern Coalfields Limited invites applications from bonafide and experienced contractor (s) for registration onsatisfying the eligibility criteria mentioned hereunder and in the prescribed application forms for works oftransportation and loading of coal including allied works under SOR. The registration shall be valid for oneyear fromthe date of registration.

Types of Work and Category :

The Registration of Contractors for transportation of coal including allied works:

Eligibility criteria :

Applicants desirous of registration should fulfill the following –

Experience* of executing any single work in any 12 financial months (1 year) in the preceding seven years.	Registration fee to be submitted along with application. (non- refundable)	Minimum number of tipping truck and Payloader to be owned
Rs.10.00 lakhs	Rs.10,000/-	5(five)tipping truck ** 1(one)payloader**

* The work execution experience should relate to transportation of material similar to coal as a primecontractor. In case the experience relates to a sub-contract then proof of provision of sub-contract in the primecontract is required to be submitted.

** Declaration in the form of Affidavit in support of the ownership of the minimum strength of fleet(truck/tipper/pay loader etc) is required to be submitted. An undertaking for the balance fleet/equipment requiredfor the work that they would hire and deploy the same if the work is awarded to them is also would besubmitted along with Part – I tender document for any respective work.

Registration Fee:-

Registration fee of Rs.10,000/- (Rupees Ten Thousand) only, which is non- refundable, is to be depositedwith the application form in the form ofDemand Drafts/Banker's Cheque drawn in favour of Northern Coalfields Ltd, payable at Morwa/Singrauli, Dist. Singrauli, M.P.at branches of SBI/UBI/Allahabad Bank/Axix Bank. Applications without registration fee shall stand rejected withoutany reference or correspondence.

Availability of Forms :

The application forms/document may be obtained on payment of Rs.500/- {(Rupees five hundred only) which is non-refundable} by cash or bank draft in favour of Northern Coalfields Ltd payable at Morwa/Singrauli, Dist. Singrauli, M.P on SBI/UBI/Allahabad Bank/Axix Bank, from the Office of the General Manager (CMC) , NCL,Singrauli from 15th Nov'2013 to 14th Dec'2013 from 10.00 AM to 1.00 PM(on all workingdays). Application form is also available on the websites <http://ncl.gov.in>

Contd.P/2

P/2

The company shall not be responsible for any delay/ difficulties / inaccessibility of the downloading facility for any reason whatsoever. The downloading facility shall be available during the period of sale of application form.

The applicants, who will download the application forms from the website of the company, will be required to pay the cost of application form by Bank Draft drawn in favour of Northern Coalfields Ltd on SBI/UBI/Allahabad Bank/Axix Bank, payable at Morwa/Singrauli, Dist. Singrauli, M.P., PIN 486889 at the time of submission of the filled in application in a separate envelop. If the cost of downloaded Application form/document is not submitted with the filled in application this shall stand rejected outright without any reference or correspondence.

The applicants will be required to submit an undertaking that they will accept the application form as available in the website and their application shall be rejected if any tampering in the application form is found to be done at the time of opening of applications.

Instructions to the Applicants :

1. This registration is without prejudice to the company's right to publication of open general notice in newspapers inviting tenders from time to time for individual works and to the company's general terms and conditions of contract. The registered contractors may purchase tender documents for submission of tender on receipt of intimation of issue of Tender Notice or in response to the company's open general notice inviting tenders, which shall be considered along with the other tenders received by the company.
2. Only one application can be submitted by the applicant.
3. The applicant shall furnish further documentary evidence, clarifications if required by the company, in support of his eligibility.
4. The applicants who shall be registered by the company after scrutiny of the applications will be informed of their registration.

Receipt of Applications : From dt.18th Nov'2013 to 17th Dec'2013 (from 10 AM to 1.0 PM on all working days.) at following office:

- (i) Office of the General Manager (CMC), NCL , P.O. Singrauli, Dist. Singrauli, M.P. 486 889. or
- (ii) Chief Manager (E&M)/ In-charge, NCL's Desk Office, 15-Gariahat Road, Kolkata or
- (iii) GM(Admn.), Coal India Limited , 5th Floor, Core-I & II, SCOPE Minar, Laxmi Nagar, District Centre , Laxmi Nagar, New Delhi -110 092,

The company reserves the right to reject any/ all application/s without assigning any reasons whatsoever and the company's decision in the matters of registration shall be final.

General Manager(CMC)
Northern Coalfields Limited

Distribution:

1. CMD, NCL
2. D(P) / D(T/P&P) / D(T/OP) / D(F), NCL
3. CVO, NCL
4. CGM (PRODN).
5. CGMs / GM of all projects of NCL.
6. GM(F/C) / GM(F/C&B)/ Dy.CFM(IAD), NCL.
7. Chief Manager(E&M)/ Incharge, NCL Desk Office, 15, Garihat Road, Kolkata.
8. GM (Admn.), Coal India Limited, 5th Floor, Core-I & II SCOPE Minar, District Centre, Laxmi Nagar, New Delhi – 110 092.
9. PRM, NCL, HQ – With the request to arrange for publication of abridged form of NIA in leading national news papers in English and other languages as per policy of the Company as well as display on **Websites of NCL on or before 15.11.2013**
10. FM (Cash)/ Chief Cashier, NCL, HQ.
11. Chief Security Officer, NCL:
12. Notice Board

Copy with request for giving wide publicity and to display on notice boards, to:

1. Chief General Manager(T), CCL, Ranchi
2. General Manager(CMC), WCL, Nagpur
3. General Manager(CMC), SECL, Bilaspur
4. General Manager(TC), BCCL, Dhanbad
5. General Manager(TC), ECL, Sanctoria
6. General Manager(TC), MCL, Sambalpur

**NORTHERN COALFIELDS LIMITED
OFFICE OF
THE GENERAL MANAGER (CMC)
SINGRAULI (MP).**

APPLICATION FORM FOR REGISTRATION OF CONTRACTORS

NOTICE NO. No.NCL/CMC/CT/SOR/2013/112 dated 07.11.2013

PARTICULARS TO BE FURNISHED BY THE APPLICANT:

1. Name and Address of the Applicant
2. Date of Commencement of Business
3. Ownership Status
 - Whether Proprietorship (furnish copy of affidavit)
 - Whether Company (furnish copies of Memorandum and Articles of Association)
 - Whether Partnership (furnish copies of registered Deed)
 - Whether Government/ Semi Government / Joint Venture Organisation (furnish documentary evidence)
4. Type of work for Registration - Transportation of coal including allied works as per jobDescription
5. Registration fee of Rs.10,000/.(Rupees ten thousand only) which is non refundable, by bank draft /Banker's Cheque of any scheduled bank drawn infavour of Northern Coalfields Ltd on SBI/UBI/Allahabad Bank/Axis Bank, payable at Morwa/Singrauli, Dist. Singrauli, M.P.

Applications without registration fee shall stand rejected outright without any reference orcorrespondence.

DD/ BC No	DD/ BC date	Amount in Rs.	Drawn on

6. **Details of Experience** (with special reference to work done in CIL and/or its Subsidiaries)

A. Details of Works Executed During Past 7 financial Years.

Sl. No.	Year	Name of Work with Work Order Reference and Brief Description	Value of work	Name of Employer	Date of Commencement of work	Date of Completion of Work	Reasons for Delays if Any

Attach copies of : (i) Work Orders (ii) Satisfactory Completion Certificates

B. Details of Works Presently at Hand

Sl. No.	Year	Name of Work with Work Order Reference and Brief Description	Value of work	Name of Employer	Date of Commencement of work	Expected Date of Completion of work	Reasons for Delays if Any

Attach copies of Work Order

Signature of the applicant with seal and date

7. Financial Resources

Particulars Page Reference

The applicants may provide documentary evidence to prove availability of adequate financial resources to execute contracts

- a) Copy of audited Balance Sheet of last 5 years From page--- to---
- b) Any nationalized/Scheduled bank's **approved by RBI** reference/certificate for satisfactory conduct of accounts indicating volume of transactions, assets owned etc. From page--- to---
- c) Permanent Income Tax Account No. (PAN).- mandatory From page--- to---
- d) Proof for line of Credit from any Nationalized/Scheduled bank approved by RBI From page--- to---
- e) Service Tax Regn no.----- mandatory

8. Technical Resource

(a) List of technical personnel available with the applicant with their qualifications.

From page---- to

- (b) List of plant and machinery/ equipment, etc. available with the applicant (to be eligible the applicant must own at least one tipping truck in general and one pay loader for coal loading & transportation work). An undertaking in the form of Affidavit for owning of the minimum number of tipping trucks & pay loader is required to be submitted.

From page---- to----

9. Other Details

a) Details of registration/ enlistment with government/ semi government organisations, if any

From page--- to

b) Name of bankers

c) Bank A/c No.

From page ----to

d) Type of account i.e. saving/ current

From page---- to

e) Affidavit (without this application is liable to be rejected)

From page ----to

(f) Any other particulars as may be relevant.

From page---- to

NOTES :

1) Separate sheet may be attached furnishing details indicating the relevant item number in the application form, if necessary.

2) The notice inviting application for registration in response to which this application is submitted, is without prejudice to the company's right to the publication of open general notice from time to time for individual work and to the general terms and conditions of contract as applicable thereon.

3) Each application should be submitted in a separate closed cover indicating name and address of applicant at the left side bottom, superscribing "Application for Registration of Contractors" addressed to General Manager(CMC), HQ, NCL Singrauli -486889.

4) Erasures/ overwritings, if any, may disqualify the applicant. Corrections, where necessary, shall be made by crossing out and rewritten attested with full signature and date.

5) Application should be properly filled up in English/ Hindi and submitted as per instruction. Otherwise this is liable for rejection.

6) Only one application can be submitted by the applicant along with requisite registration fee.

7) Application for registration should be submitted for the jobs required as specified in the Notice inviting application and as per instruction contained therein.

8) Canvassing in any form is prohibited and applications submitted by the applicants who resort to canvassing is liable to be rejected.

Signature of the applicant with seal and date

**Format for Affidavit:
Non-Judicial Stamp Paper.**

AFFIDAVIT.

I,,Partner/Legal
Attorney/Accredited Representative of M/S.

....., solemnly declare that:

1. We are submitting Application for the Registration as transporter for coal under SOR.....against N I A. No. dated.....
2. None of the Partners of our firm is relative of employee of NORTHERN COALFIELDS LIMITED
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
4. All documents / credentials submitted along with this Tender are genuine, authentic, true and valid.
5. I/We have not been banned or delisted by government or Quasi government agencies or PSU's.
6. I/We will accept the tender documents as available in the website and if any tampering in the tender documents is found to be done at the time of opening of tender, my tender shall be rejected .
7. If any information and document submitted is found to be false/ incorrect at any time, the department may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/ delisting of our firm and all partners of the firm etc.

Signature of the tenderer,

Dated

Seal of Notary



**NORTHERN COALFIELDS LIMITED
(A Subsidiary of Coal India Limited)
BOOKLET FOR CONTRACTS
ON
SCHEDULE OF RATES-
TERMS AND CONDITIONS
(FOR REGISTRATION)
Vol. – II**

ALL PAGES TO BE SIGNED WITH DATE AND SEAL BY THE PROSPECTIVE APPLICANT AS A TOKEN OF ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED IN THE BOOK & SUBMIT AS ENCLOSURES AND THE SAME SHALL BE BINDING DURING THE CURRENCY OF THE REGISTRATION.



Registration of Contractors INDEX

PAGE NO.	
GENERAL INFORMATION	1 to 2
AWARD PROCEDURE	3
GENERAL TERMS AND CONDITIONS	4 to 16
SPECIAL TERMS AND CONDITIONS	17 to 24
AGREEMENT FORMAT	25

Document issued to :

Date :

Signature of issuing official of NCL

GENERAL INFORMATION

- 1.0.** This shall be known as SOR-2013 and the schedule of rates for transportation of coal from surface to surface inclusive of allied jobs shall be circulated centrally by NCL Hqr., from time to time.
- 2.0.** The basic rates shall be revised on 1st April every year irrespective of diesel price variation i.e. considering all component variables. However, during the financial year in case of variation of price of diesel, only diesel escalation/ de-escalation shall be payable/recoverable from the date of such change. However, the escalation for variation of price of diesel for the quantities executed will be paid after one month, i.e. in the bills of next month. If the contract is to be extended beyond the stipulated period for completion of the work due to fault on the part of the contractor, escalation on price shall not be allowed further.
- 3.0.** NCL mines area spread in the states of Madhya Pradesh and Uttar Pradesh.
- 4.0.** The rates as approved shall be subject to diesel escalation/ de-escalation as stated above will be applicable.
 - A.** Such rates shall be based on the retail sale price of diesel at IOC, Singrauli for all the NCL mines located in MP State. AND
 - B.** Such rates shall be based on the retail sale price of diesel at IOC, Anpara for all the NCL mines located in UP State.
- 5.0.** The diesel price at which the rates shall be circulated centrally by Hqr. will be known as diesel base price (DBP) and shall also be communicated and confirmed by Hqr.
- 6.0.** The award value shall accordingly be adjusted consequent to change in the diesel base price. However, the awarded value at the originally awarded contract diesel base price shall be governing while processing deviations / revisions in the contract.

Signature of the applicant with seal and date

7.0 Lead (Distance) Measurement :

- (a) In all cases, lead (distance) means the one way shortest distance of transportation route.
- (b) The lead slabs (distance) shall be as circulated by HQ.
- (c) All lead measurements will be determined by a Committee consisting of area representatives as nominated by CGM/GM of the concerned area and one representative of Industrial Engineering Dept. NCLH.Q. or as decided by concerned Director (Technical). The lead measurement thus taken shall have to be approved by concerned Directors-Technical. NCL. The lead measurements thus approved shall be valid until there is a change in the route of transportation .
- (d) Measured approved route should not be changed without the approval of the Concerned Director (Technical). The responsibility of communicating the conceived/proposed changes in the route shall vest with the Area Transport Officer or the person nominated for this purpose by CGM/ GM of the area. In case of any change in the route the proposal for changing such route is to undergo the process defined in 8 (c).
- (e) The distance of all the routes for transportation are also to be verified at regular interval not exceeding three years for any route by IED Dept, NCL or as directed by concerned Director (Technical) and to communicate changes if any found during the surprise checks.
- (f) The lead distance slab in transportation of coal should be within a particular Distance slab if the distance measurement falls within that slab and if any extra distance is beyond a particular distance slab, it should be considered for the next slab, i.e. if distance is within and upto 1 km, it should be in distance slab of 0-1 km and if it is more than 1 km and within & up to 2 km, it should be considered in 1-2 km slab and so on and the rates/payment should be made accordingly. This procedure for fixation of lead distance slab and payment thereof will be applicable for all the ongoing contract from the date of approval and also will be applicable for future contracts. If the actual measured distance in a particular slab fall within +100 meters from upper limit of that slab, then it should be measured thrice by the standing distance measurement committee and lowest of the three measurements would be taken as actual distance. Then it will be verified by a check measurement committee at HQ level duly constituted by Director (Technical). The observation of the check measurement committee will be taken as final and binding.

8.0 The SOR-13 does not include royalty / Cess and if these are payable the same shall be paid by the Management to the respective State Govt. Similarly Service Tax if applicable the same shall be re-imbursed to the contractor by concerned area of NCL on production of documentary evidence of having made such payment or to be dealt as per extant rules.

9.0 REGISTRATION

The registration process will remain open to facilitate registration of new agencies as per procedure. The duration of registration will be for 1 year. The contractor would apply for registration as per procedure.

Signature of the applicant with seal and date

AWARD PROCEDURE

1. All contracts which are proposed to be executed through empanelled SOR registered contractors through Discount Bid Notices having wide publicity within areas of NCL can be awarded only after sanction of the proposed works estimate on standard format for each type of work i.e. coal transportation activities for which there exist budget provisioning.
2. Works on SOR for a predefined execution period can be awarded to only registered eligible SOR contractors after calling Notice of discount bid with copy to all eligible registered contractors through post and also to be displayed in notice boards by the concerned area.
3. Work to be distributed amongst registered SOR contractors in case more than one contractor is interested to do the job and have quoted same lowest rates.
4. Works to be awarded by concerned areas' CGMs / GMs as per delegation of power as in force from time to time.
5. For works valuing Rs.1 crore and above the Discount Bid Notice would have the fleet requirement criteria which would be "possession of at least 20% of the transportation equipments required based on the quantities put to offer". The clause in the Discount Bid Notice would appear below the table of the notice in the 1st page and above Availability of Bid documents, as –
Qualifying Criteria-The intending bidder must possess at least 5(five) tipping trucks and 1(one) payloaders in its own name to be eligible for award of this work. (Should submit an affidavit in this regard)
6. Penal action in case of failure on the part of the bidder : The registration of the SOR contractor shall stand cancelled and withdrawn in case the successful Bidder, fails within the specified time limit to furnish the required Performance Security/ Initial Security Deposit , sign the Agreement and the bidder does not start the work within stipulated time. This de-listing shall be applicable on all future works after the issue of such de-listing order . SOR registered contractor so de-listed on this count, may appeal to the Director (Technical) , NCL for re-registration. However, re-registration of a de-listed SOR contractor will be on merit and at the sole discretion of NCL management. If the application for re-registration is agreed to by NCL management the de-listed SOR contractor will have to deposit Rs.10,000/- towards re-registration fee (non-refundable).

Signature of the applicant with seal and date

GENERAL TERMS AND CONDITIONS

1.0 DEFINITIONS :

- (i) The word "Company" or "Employer" or "Owner" wherever occurs in the conditions, means the Northern Coalfields Limited, represented at the headquarters of the Company by the Chairman Cum Managing Director and represented at areas of the company by Chief General Manager/ General Manager or their authorised representative or any other officer specially deputed for the purpose.
- (ii) The word "Principal Employer" wherever occurs, means the authorised representative or any other officer specially deputed by the Company for the purpose.
- (iii) The word "contractor"/"contractors" wherever occurs means the successful SOR registered contractor .
- (iv) "The Site" shall mean the site of the contract work including land and any building and erection thereon and any other land allotted by the company for contractor's use.
- (v) 'Accepting authority' shall mean the management of the company and includes an Authorized representative of the company or any other person or body of persons empowered in this behalf by the company.
- (vi) A 'Day' shall mean a day of 24 hours beginning from midnight to midnight.
- (vii) Engineer-in-charge/Designated Officer-in-charge who is of an appropriate seniority will be responsible for supervising and administering the contract, certifying payment due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. Engineer-in-charge/Designated Officer-in-charge may further appoint his representatives i.e. another person/Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under the Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned will be that of the Engineer-in-charge/Designated Officer-in-charge.
- (viii) The 'contract' shall mean the notice inviting discount bids, the offer as accepted by the company and the formal work order/ agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, schedule of quantities with rates and amounts, Schedule of work etc..
- (ix) The 'works' shall mean the works required to be executed in accordance with the contract or parts thereof as the case may be and shall include all extra or additional or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- (x) 'Schedule of Rates' referred to in these conditions shall mean the standard schedule of Rates prescribed by the company and the amendments issued from time to time.
- (xi) 'Contract price' shall mean
 - (a) in the case of lump sum contracts the total sum for which offer is accepted by the company.
 - (b) in the case of other types of contracts the total sum arrived at based on the individual rates quoted by the contractor 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.

Signature of the applicant with seal and date

- (xii) 'Written notice' shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the Corporation/Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

2.0 CONTRACT DOCUMENTS :

The following documents shall constitute the contract documents :

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

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

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

It may be noted that only Work-orders are to be issued in case of awards valuing upto Rs.5.00 lakhs and Agreements to be executed for all awards valuing above Rs.5.0 lakhs.

3.0 DISCREPANCIES AND ADJUSTMENTS THEREOF :

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

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

3.2 Any error in description, quantity or rate in schedule or quantities or any omission therefrom, shall not vitiate the contract or release the contractor from discharging his obligations under the contract including execution of work according to the specifications forming part of the particular contract document.

3.3 Any difference detected in the offer/ offers submitted, resulting from :

- a. discrepancy between description in words and figures the rate which corresponds to the words quoted by the contractor shall be taken as correct.
- b. discrepancy in the amount quoted by the contractor due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.

Signature of the applicant with seal and date

- c. discrepancy in totaling or carry forwards in the amount quoted by the contractor shall be corrected. The offered sum so corrected and altered shall be substituted for the sum originally offered and considered for acceptance instead of the original sum quoted by the contractor along with other offer/ offers. Rounding off to the nearest rupee should be done in the final summary of the amount instead of in totals of various sections of schedule of quantities.

4.0 SECURITY DEPOSIT :

- 4.1.** Security Deposit shall consist of two parts;
- a) Performance Security (initial security deposit) to be submitted at award of work &
 - b) Retention Money to be recovered from running bills.
- The security deposit shall bear no interest.

4.2 For the contracts having contractual value of less than Rs. One crore the following provisions will be made applicable.

a. Performance Security :

Initial Security Deposit of 1 % of the awarded value of the contract will have to be deposited by the awarded contractor immediately after the receipt of the letter of intent/work order. The balance 4 % of the amount shall be recovered @ 5 % from the running bill, till the amount thus recovered covers the 5 % of the awarded value or Rs10.00 (Ten) lakhs whichever is lower.

b. Refund of performance security :

The security deposit will be released after successful completion of work.

4.2.1 For the contracts having contractual value of Rs. One crore and above the following provisions will be made applicable.

a. Performance Security :

Initial Security Deposit of 5 % of the awarded value of the contract will have to be deposited by the awarded contractor immediately after the receipt of the letter of intent/work order. Retention money shall be recovered @ 5% from the running bill, Total of performance security and retention money should not exceed 10 % of the contract amount.

b. Refund of performance security :

The security deposit will be released after successful completion of work.

4.3 Performance Security should be submitted in any of the form given below :

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

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

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

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

Signature of the applicant with seal and date

4.4 Refund of security deposit–

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

5.0 DEVIATIONS/VARIATIONS IN QUANTITIES :

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

5.1 The company through its Engineer-in-charge or his representative shall, without radically changing the original scope and nature of the contracted work, have power to make any alterations in or additions to or substitution of the original and instructions that may appear to be necessary or advisable during the progress of the work. The contractor shall be bound to carry out the works in accordance with the instructions given to him in writing by Engineer-in-charge or his representative on behalf of the company. Such altered or additional work, which shall form part of the original contract, shall be carried out by the contractor on the same conditions in all respects on which they agree to do the main works and at the same rate/rates as are specified in the contract.

Signature of the applicant with seal and date

- 5.2** If the additional or altered work includes any class of work for which no rate/rates is/are specified in the contract, rates for such items shall be determined by the Engineer-in-charge as follows:
- a. the rate shall be derived from the rate/rates for similar or near similar class of work as is/are specified in the contract, failing which
 - b. the rates shall be derived from the company's prescribed schedule of rates based on which the estimate for tendering has been prepared minus the percentage by which the offered amount for the whole work quoted by the contractor is below the estimated amount as per the offer documents, failing which
 - c. the rate shall be derived from contractor's rate claimed for such class of work supported by analysis of the rate/rates claimed by the contractor. The rate to be determined by the Engineer-in-charge as may be considered reasonable taking into account percentage of profit and overhead not exceeding ten percent on the basis of market rates, if any, prevailing at the time when work was done.
- In the case of composite offers, where two or more schedule of quantities for similar item description may form part of the contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the similar item of work in the other schedule of quantities. However, the Engineer-in-charge shall be at liberty to cancel the instruction by notice in writing and to arrange to carry out the work in such manner as he /she considers advisable under the circumstances. The contractor shall under no circumstances suspend the work on the plea of non-settlement of rates.
- 5.3** Alterations in the quantities shall not be considered as a change in the conditions of the contract nor invalidate any of the provision thereof provided that a supplementary work order or agreement for the item/items involved will be necessary when the alterations involved one or more of the followings:
- i) An increase of more than 10% of the total cost of the work calculated from the original offered quantities and the contract price.
 - ii) More than 10% deviation from original awarded value should require approval of next higher authority but total amount should be within the delegated power of the next higher authority.
- 5.4** The time for completion of the originally contracted work shall be extended by the company in the proportion that the additional work (in value) bears to the original contracted work (in value) as may be assessed and certified by the Engineer-in-charge.
- 5.5** The company through its Engineer-in-charge or his representative, on behalf of the company, shall have power to omit any part of the work for any reason and the contractor shall be bound to carry out the work in accordance with the instruction given by the Engineer-in-charge. No claim for extra charges/damages shall be made by the contractor on these grounds.
- 5.6** In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope and nature of the contract, the contractor shall under no circumstances suspend the work, either original or altered or substituted, and the dispute/disagreement as to the nature of deviation or the rate/rates to be paid thereof shall be resolved separately with the company.

Signature of the applicant with seal and date

5.7 The re-appropriation/ reallocation of the quantities may be done with the approval of Engineer-in-charge within the stipulated contract period and contract value with the approval of the approving authority of the contract. In case the approving authority is Board, then with the approval of the CMD of the subsidiary company.

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

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

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

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

i) 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.

ii) 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.

iii) 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.

iv) The aggregate of the penalties so levied shall not exceed 10% of the total contract value. Penalties will be calculated every month and withheld. The contractor shall be allowed to make up the shortfall in the succeeding three months within the stipulated time of completion once the shortfall is fully made up, the so withheld penalty will be released.

6.3 The company may waive the payment of compensation i.e. penalty imposed, 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.

6.4 Extension of date of completion - On happening of any events causing delay as stated hereunder, the contractor shall intimate immediately in writing the Engineer-in-charge

Signature of the applicant with seal and date

- 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.

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

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

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

6.7 (a) The successful bidder/ contractor will advise, in the event of his having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the clause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition .

In the event of delay lasting over one month, if arising out of Force majeure, the contract may be terminated at the discretion of the company.

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

Signature of the applicant with seal and date

- (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 quotations.

7.0 COMPLIANCE OF INSTRUCTION / CONTRACT :

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

8.0 MEASUREMENT AND PAYMENT :

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

- 8.1 All items of work carried out by the contractor in accordance with the provisions of the contract having a financial value shall be entered in the Measurement Book/Log Book, etc. as prescribed by the company so that a complete record is obtained of all work performed under the contract and the value of the work carried out can be ascertained and determined therefrom.
- 8.2 Measurements shall be taken jointly by the Engineer-in-charge or his authorised representative and by the contractor or his authorised representative.
- 8.3 Before taking measurements of any work, the Engineer-in-charge or the person deputed by him for the purpose shall intimate the contractor to attend or to send his representative to attend the measurement. Every measurement thus taken shall be signed and dated by both the parties on the site on completion of the measurement. If the contractor objects to any of measurements, a note to that effect shall be made in the Measurement Book /Log Book and signed and dated by both the parties.
- 8.4 In the event of failure on the part of contractor to attend or to send his authorised representative to attend the measurement after receiving the intimation, or to countersign or to record objection within a week from the date of the measurement, the measurement taken by the Engineer-in-charge or by his authorised representative shall be taken to be the correct measurement of the work done.
- 8.5 Payment on Account - The contractor shall submit interim bill/bills for the work carried out/materials provided in accordance with the contract. The Engineer-in-charge shall then arrange for verification of the bill/bills with reference to the measurements taken or to be taken or any other records relevant for the purpose.
- 8.6 Payment on account shall be made on the Engineer-in-charge certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed as covered by the bill/bills after deducting the amount already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the contract.

Signature of the applicant with seal and date

- 8.7 Any certificate given by the Engineer-in-charge for the purpose of payment of interim bill/bills shall not of itself be conclusive evidence that any work/materials to which it relates is/are in accordance with the contract and may be modified or corrected by the Engineer-in-charge by any subsequent certificate or by the final certificate.
- 8.8 The company reserve the right to recover/enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the contractor are the subject matter of arbitration or not. The amount of such overpayments may be recovered from the subsequent bills under the contract, failing that from contractor's claim under any other contract with the company or from the contractor's security deposit or the contractor shall pay the amount of overpayment on demand.
- 8.9 Amount payable/repayable for any subsequent change in the Sales Tax on Works Contract will be made to/from the Contractors after departmental verification of such changes of tax law issued by Statutory authority.

9.0 TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT

- a. The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract, be entitled to cancel the contract in full or in part, if the contractor makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer-in-charge, then on the expiry of the period as specified in the notice. Or
- b. commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer-in-charge, then on the expiry of the period as may be specified by the Engineer-in-charge in a notice in writing. Or
- c. fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by the Engineer-in-charge in a notice in writing. Or
- d. shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for the company. Or
- e. obtains a contract with the company as a result of ring tendering or other non-bonafide method of competitive tendering. Or
- f. transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Engineer-in-charge. The Engineer-in-charge may by giving a written notice, cancel the whole contract or portion of it in default.

9.1 The contract shall stand terminated under the following circumstances :

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

Signature of the applicant with seal and date

- 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 shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 days.
- d. On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to legal representative or to the partnership concern.

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

- a. to carry out the incomplete work by any means at the risk of the contractor
- b. to determine the amount to be recovered from the contractor for completing the remaining work or in the event the remaining work is not to be completed the loss/damage suffered, if any, by the company after giving credit for the value of the work executed by the contractor upto the time of cancellation less on a/c payments made till date and value of contractor's materials, plant, equipment, etc., taken possession of after cancellation.
- c. to recover the amount determined as above, if any, from any moneys due to the contractor or any account or under any other contract and in the event of any shortfall, the contractor shall be called upon to pay the same on demand. The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor as stated in 9.1(d).

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

The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor. In the event of termination or suspension of the contract, on account of default on the part of the contractor, as narrated hereinbefore, the security deposit and other dues of this work or any other work done under this company shall be forfeited and brought under the absolute disposal of the company provided, that the amount so forfeited shall not exceed 10% of the contract value.

Signature of the applicant with seal and date

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

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

10. **COMPLETION CERTIFICATE :**

10.1 On completion of the work and notifying the same by the contractor to the Engineer-in-Charge, Completion Certificate shall be issued by the Engineer-in-charge only in the event the work is completed satisfactorily in every respect. Payment of final bill shall be made on completion of the contract as well as certificate from the engineer -in-charge that the final quantities have been reconciled and are final and refund of security deposit shall, however, be made as per relevant clause of the contract.

11. **RESPONSIBILITIES OF THE CONTRACTOR**

i. 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 stores and materials and execution of his/their works.

ii. The contractor/contractors shall employ only competent, skillful and elderly men to do the work. The Engineer-in-charge shall have the right to ask the contractor/contractors to remove from the work site any men of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within three hours of such orders.

iii. Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety required or recommendation by all applicable laws, codes, statutes and regulations will be observed. In case of accidents, he/they shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force, and shall indemnify the company against any claim on this account. The contractor/contractors shall at all times exercise reasonable precautions for the safety of employees in the performance of his/their contract and shall comply with all applicable provisions of the safety laws drawn up by the State or Central Government or Municipalities and other authorities in India. The contractor/contractors shall comply with the provision of the safety hand book as approved and amended from time to time by the Government of India.

The contractor/ contractors shall at all times ensure that all dumpers / tippers engaged in mining related activity are provided/fitted (i) Full cabin canopy, (ii) tail lamp guard kit, (iii) propeller shaft guard, (iv) blind spot mirror, (v) body locking device, (vi) reflex reflector on body, (vii) seat belt reminder, (viii) limiting speed device, (ix) audio-visual alarm during reverse gear with flasher, (x) provision of two brakes, (xi) exhaust /retard brake, (xii) body lifting position locking arrangement and (xiii) semi-automatic fire suppression system in addition to other safety features.

Signature of the applicant with seal and date

- The contractual agency shall comply with all safety aspects and different statutes of DGMS regarding safety of men and equipment . In case the executing authority finds any deviations, such vehicles /equipments should be stopped forthwith and alternative vehicle / equipments are to be deployed by the executing contractor immediately.
- iv. The contractor/contractors shall familiarize themselves with and be governed by all laws and rules of India and Local statutes and orders and regulations applicable to his/their work.
 - v. Building for the sanitary necessities of all persons employed on the work shall be constructed and maintained in the number, manner and place approved or ordered by the Engineer-in-charge. The contractor shall vigorously prohibit committing of nuisance at any other place. Cost of all works under these items shall be covered by the contractor's/contractors' tendered rates.
 - vi. The contractor/contractors shall furnish to the Engineer-in-charge or his authorised representative with work reports from time to time regarding the contractor/contractors organisation and the progress made by him/them in the execution of the work as per the contract agreement.
 - vii. All duties, taxes and other levies payable by the contractor under the contract or any other cause as applicable on the last date of submission of the tender shall be included in the rates, prices and the total bid price submitted by the bidder. All incidentals, overheads etc. as may be attended upon execution and completion of work shall also be included in the rates, prices and total bid price submitted by the bidder.
However, such duties, taxes, levies etc. which is notified after registration of SOR contractors or any increase over the rate existing at the time of registration of SOR contractors shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.
 - viii. The company reserves the right to deduct/ withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.
 - ix. The contractor/contractors shall make his/their own arrangement for all materials, tools, staff and labourer required for the contract, which shall include cost of lead, lift, loading, unloading, railway freight, recruiting expenses and any other charges for the completion of the work to the entire satisfaction of the company.
 - x. The work shall not be sublet to any other party, unless approved by Engineer-in-charge, in writing.
 - xi. The contractor/contractors shall not pay less than the minimum wages to the laborers engaged by him/them as per Minimum Wages Act or such other legislation or award or the minimum wages fixed by the respective State Government as may be in force. The Contractor/ Contractors shall make necessary payment of the Provident Fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and Allied Schemes and Miscellaneous Provisions Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be.
 - xii. All accounts shall be maintained in English and the company shall have the right of access and inspection of all such books of accounts etc. relating to payment of laborer considered necessary and the company may arrange for witnessing the payment to the laborer by its representatives.

Signature of the applicant with seal and date

- xiii) **Insurance** - The contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for reasons which are beyond control of the contractor or act of God, e.g. flood, riots, war, earthquake, etc.) and shall at his own cost repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the contract and instructions of the Engineer-in-charge, if any :
- a. The contractor shall at all times during the pendency of the contract indemnify the company against all claims, damages or compensation under the provisions of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.
 - b. The contractor shall ensure that the insurance policy/policies are kept alive till full expiry of the contract by timely payment of premiums and shall not be cancelled without the approval of the company and a provision is made to this effect in all the policies, and similar insurance policies are also taken by his subcontractors if any. The cost of premiums shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.
 - c. In the event of contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the contractor is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due by the contractor.

12. **SETTLEMENT OF DISPUTES**

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

The contractor should make request in writing to the Engineer-in-charge for settlement of such disputes/claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/ claims of the contractor shall be entertained by the company. If differences still persist, the settlement of the dispute with Govt. Agencies shall be dealt with as per the Guidelines issued by the Ministry of Finance, Govt. of India in this regard. In case of parties other than Govt. Agencies, the redressal of the dispute may be sought in the Court of Law.

Signature of the applicant with seal and date

SPECIALTERMS & CONDITIONS FOR TRANSPORT CONTRACT

- 1.00 The contractor, before starting the work, shall furnish to the General Manager/ Project Officer the list of trucks/tipping trucks/ payloaders/ equipments, proposed to be deployed for the work, with the related papers of registration, fitness certificate, permits, licenses, Insurance, driving licenses etc. for inspection. No tipping trucks/trucks/ payloaders/ equipments shall be deployed for the work without the approval of the Project Officer/General Manager.
- 2.00 The tippers/ trucks/ payloaders/ equipments, deployed in any other project of the company or any project of any subsidiary of Coal India Limited, shall not be diverted for the work without the approval of the company. Similarly, the tipping trucks/trucks/ payloaders/ equipments deployed for the work shall not be diverted to any other project without the approval of the General Manager.
- 3.01 The contractor shall deploy adequate number of tipping trucks/ equipments for the satisfactory execution of the work.
- 3.02 Only tipping trucks with mechanical unloading arrangements shall be deployed by the contractor and in no case "Dala" trucks shall be deployed or permitted to be deployed for the work of coal transportation.
- 3.03 Only tipping trucks in good and safe condition having valid fitness certificate permits/ licences etc. and in respect of which the required taxes/ fees have been deposited and which are properly covered by insurance, shall be deployed for the work.

The company shall have the right to inspect or arrange inspection of the vehicles/ equipments deployed by the contractor for the work at any time and declare any vehicle/ equipment unsafe and ask for its immediate withdrawal from the site/ operation. The contractor shall ensure prompt/ immediate compliance of the same.
- 3.04 The contractor shall at his own cost, arrange for regular checking/ maintenance/ repair of the tipping trucks/equipment and keep them in good and safe conditions at all times. Proper records of such checking/ maintenance/ repair shall be maintained in a Log Book kept on the vehicle for the purpose, which shall be readily available for inspection whenever required.
- 3.05 Only experienced, skilled and disciplined drivers of sound health, good behavior and antecedents having valid and requisite driving licence shall be deployed by the contractor for driving the tipping trucks/trucks/ payloaders/equipments deployed for the work. In no case any un-authorized driving of the tipping trucks or operation of payloaders/ equipments shall be permitted by the contractor.
- 3.06 The tare-weight, gross weight, maximum carrying capacity of the truck and the dimensions of the body of the truck shall be clearly indicated on the body of each tipping trucks deployed for the work and maintained in good legible condition, at all times.
- 3.07 No addition or alteration to the size of the body or any such truck shall be carried out, without prior approval of the Project Officer/ General Manager. The trucks shall be loaded only up to the maximum carrying capacity and shall not be overloaded under any circumstances.
- 3.08 The re-appropriation/ reallocation of the quantities may be done with the approval of Engineer-in-charge within the stipulated contract period and contract value with the approval of the approving authority of the contract. In case the approving authority is Board, then with the approval of the CMD of the subsidiary company.

Signature of the applicant with seal and date

- 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.
- 5.0 The contractor shall bring/ take back and arrange for the transportation of the trucks/ equipments/ men and materials required for the work at his own cost.
- 6.00 Contractor's trucks should ply only on specified routes/ roads. In case, plying of the trucks on any other route/ road become necessary, due to any reason, prior approval for the same shall be taken by the contractor from the Project Officer/ General Manager. In case of violation of this provision penalty may be imposed on the contractor and/ or the contract terminated.
- 6.01** The lead distance slab in transportation of coal/sand/OB should be within a particular distance slab if the distance measurement falls within that slab and if any extra distance is beyond a particular distance slab, it should be considered for the next slab, i.e. if distance is within and up to 1 km, it should be in distance slab of 0-1 km and if it is more than 1 km and within & up to 2 km, it should be considered in 1-2 km slab and so on and the rates/payment should be made accordingly. This procedure for fixation of lead distance slab and payment thereof will be applicable for all the ongoing contract from the date of approval and also will be applicable for future contracts.
- If the actual measured distance in a particular slab fall within +100 meters from upper limit of that slab, then it should be measured thrice by the standing distance measurement committee and lowest of the three measurements would be taken as actual distance. Then it will be verified by a check measurement committee at HQs level duly constituted by Director(Tech). The observation of the measurement committee will be taken as final and binding.
- 7.00 The work shall be executed round the clock on all the days of week as directed by the Project Officer/General Manager and the contractor shall be obliged to comply with the same.
- 8.00 The contractor shall not have any claim whatsoever for the idleness of his tipping trucks/ trucks/ payloaders/equipments/ employees for want of coal or non-availability of departmental equipment or lack of space available at the unloading site or any dislocation en-route and/ or for any other reason.
- 9.01 The contractor shall at his own cost arrange for all materials, stores, spares, tools, tackles etc. and maintenance/ repairs of the tipping trucks/ payloaders/ equipments required/ deployed for the work. The company shall have no liability whatsoever on this account.
- 9.02 In emergent situations and provided the contractor makes an application in this regard, POL, if available with the company, may at the sole discretion of the company, be issued to him with the approval of the General Manager but value of the same 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.
- 10.00 The contractor shall maintain proper records in English/ Hindi of the trucks/ equipments/ persons, etc. deployed for the work, work done, daily attendance of the employees, payment to the employees etc. and the Company shall have the right of access to and inspection of these records or to call for any or all these records or ask the contractor to submit such reports as it considers necessary and the contractor shall be bound to comply with such instructions.

Signature of the applicant with seal and date

- 11.00 The Company shall have no responsibility/ liability whatsoever for any accident/ damage to the contractor's vehicle/ equipments in transit or while engaged in the work.
- 12.00 The contractor shall familiarise himself and fully comply with the provisions of all the Acts/ Rules/Regulations/ Bye-laws and orders of the Local authority/ Municipality/State Govt./Central Govt. applicable to the worker. Mines Act, Payment of Wages Act, Motor Vehicle Act, Workmen's Compensation Act, etc. and shall be fully responsible and liable for due observance of the same. The company shall have no responsibility/ liability whatsoever on these accounts, and the contractor shall fully indemnify the Company against any claim/ dispute/reference Award, etc. arising out of the same.
- 13.00 If the Company suffers any loss on account of suspension of production or idleness of its equipments/employees or on any other account or damage to its property, due to any failure on the part of the contractor or due to any act of omissions or commission on the part of his representative/ employees or from the trucks/equipments of the contractor, the value of the same as assessed by the Company, shall be recovered from the contractor's bill/ security deposit. The decision of the company in this regard shall be final and binding on the contractor.
- 14.01 Where wagons are being weighed at the loading end, payment for coal/middlings transported to the siding/CHP (where wagons are being loaded), loading of the tipping trucks by the Contractor's payloader (s), picking, breaking and wagon loading by Contractor's payloader (s), shall be made on the basis of the RR weight of coal/middlings despatched, duly re-conciled with the measured opening and closing stocks at the siding/ CHP every month and after effecting deductions of penalties/ recoveries as per terms & conditions of this contract.
- 14.02 (i) Where wagons are not being weighed at the loading end, payment for the items of work stated in above shall be made on the basis of the actual weight of coal received by the Power Houses/ consignees as per the weighment of the wagons at their end, duly reconciled with measured opening and closing stocks at the siding/CHP every month.
- (ii) If in the case of wagons not being weighed at the loading end, the payment is made by any consignee on the basis of RR weight, the contractor (s) shall be paid accordingly.
- (iii) In the case of wagons not being weighed at the loading end, 90% payment for items of work stated in 14.01 above, shall be made provisionally on the basis of RR weights. Balance payment shall be made after reconciliation, as explained in (i) above and effecting deduction of penalties/ recoveries as per terms & conditions of this contract.
- 14.03 In the case of coal transportation from face to stock if the trucks/tipping trucks are not being weighed, payment shall be made on volumetric measurement of the coal transported, converted to weight, taking 40 cft as one tonne, (irrespective of the fact that any other conversion factor is adopted by the Company for any other purpose), duly reconciled with the measured opening and closing stocks for the month and off-take from stock to the siding/ CHP as per 14.01/14.02 above and payment shall be made to the contractor (s) accordingly.

Signature of the applicant with seal and date

- 14.04 In case two or more contractors are engaged for the transportation work, the reconciled total quantity for the month arrived at in 14.01/14.02 & 14.03 above shall be distributed between the transporting contractors, in proportion of the number of trips performed by each, during the month or in any other manner which the General Manager considers more appropriate.
- 14.05 In 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 for 14.01/14.02 & 14.03 above.
- 15.00 In case two or more contractors are engaged on picking/ breaking and wagon loading, the distribution of the reconciled quantity for the month, arrived at in clause 14.01, 14.02 & 14.03 above.
- 16.00 In case of transportation of coal to the Washery, payment shall be made on the basis of the actual quantity received at the Washery, as per weighment of the trucks at the washery end, subject to such verification as the General Manager may consider necessary and appropriate. In case the washery weighbridge goes out of order, the Project Officer shall make alternative arrangement for weighment of the trucks or the weight at the loading end shall be taken as the weight of coal received at the washery, subject to such checking/ verification as the Project Officer/ General Manager may deem necessary.
- 17.00 In case the weighbridge of the loading end goes out of order or is not available, the Project Officer/General Manager shall make alternative arrangement for weighment of the trucks or such arrangement (s) as he considers necessary to ensure that all coal loaded at the loading end reaches the destination.
- 18.00 In case the trucks are being weighed both at the loading end as well as unloading end, the figures of weighment at both the ends shall be reconciled every month in respect of each contractor and if there is any shortage of coal received at the unloading end, the value of coal found short, will be deducted at double the then prevailing rate including all royalty, cess, from the security deposit of the transporting contractor (s) concerned or otherwise, specifically mentioned in work order/agreement.
- 19.00 No payment shall be made to the coal transporting contractor for stone/ shale/ bands/ extraneous materials segregated at the siding/ coal handling plant/ stock/ washeries in the process of despatching coal to consumers.
- 20.0 If the work of transportation/ removal of picked out band/ shale/ stone/ extraneous materials/ overburden/washery rejects is contracted out payment for the same shall be made on the basis of volumetric measurement of trucks, duly verified against the volumetric measurement of such materials at the site of unloading where weighment of such materials is not possible.
- 21.0 In case two or more contractors are engaged for loading of wagons at any siding, the allocation of wagons to be loaded by each of them will be decided by the Project Officer/ General Manager, which will be final and binding on each contractor.
- 22.00 Wagons supplied at the siding shall be loaded by the wagon contractor (s) within the free loading time given by the Railways, which may vary from time to time.

Signature of the applicant with seal and date

- 23.01 (i)** If the demurrage of wagons occur due to less availability of coal at the siding because of less transportation of coal, the contractor transporting coal shall be held responsible and liable for the same and the demurrage charges incurred shall be recovered from him.
- (ii) If the demurrage is due to failure on the part of two or more coal transporting contractors the demurrage charges shall be apportioned by the General Manager/ Project Officer, amongst the concerned contractors as he considers appropriate and his decision in the matter shall be final and binding on each of these contractors.
- 23.02 (i) If the demurrage occurs due to failure on the part of wagon loading contractor the demurrage charges incurred shall be recovered from the wagon loading contractor.
- (ii) In case there are two or more contractors for wagon loading, the contractor who has not completed the loading of all the wagons allotted to him, within the free loading time, shall be held responsible and liable for the demurrage and demurrage charges for the full rake shall be recovered from him.
- (iii) In case demurrage of any rake occurs due to failure on the part of two or more wagon loading contractors, demurrage charges for the rake shall be recovered in proportion of the number of wagons allotted to each of them for loading.
- 23.03 (i) If the demurrage of wagons occurs due to failure on the part of the picking and breaking contractor, for not making available adequate quantity of clean and sized coal free from stone/ shale/ extraneous materials, he shall be liable for the demurrage charges incurred and the same shall be recovered from him.
- (ii) In case the demurrage occurs due to failure of two or more picking/ breaking contractors, the demurrage charges shall be apportioned in the manner as considered appropriate by the Project Officer/ General Manager and his decision shall be final and binding on each of the concerned contractors.
- 24.01 The wagon loading contractor (s) shall be also responsible for cleaning of the siding tracks/ between the line and on both sides of the same, leveling of coal loaded into the wagons and lime washing on the top of the same, in respect of the wagons allotted to him/ each of them.
In case any rake is put on demurrage/ any penalty is imposed on the company for failure on the accounts, the same shall be recovered from the contractor/s concerned.
- 24.02 In case any derailment of wagons occurs due to non-cleaning of the tracks by the wagon loading contractor(s) the charges/ penalties for the same levied by the Railways as also the demurrage charges for the same shall be recovered from the defaulting contractor (s).
- 24.03 All such charges/ penalties shall be apportioned between the defaulting contractors, as the General Manager thinks fit and reasonable and his decision in all the above cases shall be final and binding on the contractors concerned.
- 25.00 In order to ensure proper loading of wagon, the loading contractor shall ensure loading upto proper level keeping in view the stipulated carrying of the wagons and the loading will be done as per directions of Colliery/Project/ Area officials responsible for the supervision of the loading of wagons at siding.

Signature of the applicant with seal and date

- 26.00 The wagon-loading contractor shall load clean coal free from stone/ shale/ bands/ extraneous materials and of stipulated size.
- 27.00 The daily rate of transportation shall be about the yearly quantity divided by the number of working days in the year \pm 30% but the contractor may be called upon to transport still more/still less quantity and no claim whatsoever shall lie against company on account of such variations. The contractor/s shall make necessary arrangements and ensure transportation of coal, etc. on daily basis, as advised by the General Manager/ Project Officer.
- 28.0 In case a contractor fails to deploy adequate number of payloaders, the company may, without any reference to the contractor, deploy its own payloaders and or make alternative arrangements for loading of the wagons/trucks for which double the wagon/ truck loading charges payable to the contractor/s, for the quantity loaded by the Company's Payloaders of extra expenditure incurred by the Company on alternative arrangement made shall be recovered from the contractor.
- 29.01 The Contractor shall post adequate number of competent, experienced, skilled and disciplined persons having good antecedents for satisfactory execution of the work. A list of all such persons shall be kept in the office of the contractor and a copy of the same shall be furnished to the General Manager/Project Officer as and when required. All these persons shall be in the direct employment and under direct administrative control of the contractor and the management shall have no responsibility/ liability whatsoever in this regard.
- 29.02 The contractor shall issue an identity card/ employment card to each employee with photograph duly attested by him which the employee shall always carry with him, while on work and produce for inspection whenever required.
- 30.00 The contractor shall not engage any person of less than 18 years of age or females during night hours as required by relevant law.
- 31.01 The contractor shall pay to his employees salary and wages as per existing Laws/rules applicable to the workmen of the colliery/ washery where he is working under this contract.
- 31.02 The contractor shall make payment to his employees at the place (s) specified by the General Manager/Project Officer and in the presence of Company's representative authorised by General Manager/Project Officer who shall duly witness all payments by the contractor to his employees. For this purpose the contractor shall notify to the General Manager/ Project Officer the wage period (s) day/ date and time of payment.
- 31.03 The contractor shall prepare the wages sheet for his employees in duplicate, a copy of which shall be regularly submitted to the Project Officer.
- 32.01 The contractor shall make timely payment of all salary/ wages/ dues to his employees and shall also provide all benefits to his employees as per various Acts/Rules, Regulations, Orders applicable to the work. e.g. bonus under Coal Mines Bonus Scheme and Payment of Bonus Act. Sunday Wages, Overtime, Holiday Wages, Leave Wages, Sick Leave etc.
- 32.02 The contractor shall also comply with the provisions of the Coal Mines Provident Fund Scheme and regularly deposit the contributions in accordance with the same. The Company shall have no liability whatsoever in this regard.
- 33.00 The responsibility of the contractor in respect of all payments to his employees will be complete and absolute. The Company shall have no liability whatsoever in this regard and shall be fully indemnified by the Contractor against any claim arising out of any non-payment/ short- payment/ dispute/ award.

Signature of the applicant with seal and date

- 34.00 The contractor shall arrange for the training of his employees in accordance with the Mines Vocational Training Rules, 1966 as amended from time to time, at his own cost.
- 35.00 In case any accident occurs or any injury is caused to any employee of the Company by the vehicles/equipments of the contractors or by any act of omission/commission on the part of the contractor's representative/ employees, the compensation for the same, as provided in law or as assessed by the company shall be recovered from the contractor along with the costs and expenses incurred by the company on the same.
- 36.00 The contractor shall provide foot-wears, helmets and other protective equipments, to his employees as provided in the law, at his own cost. In case of failure on the part of the contractor to provide these protective equipments, the company may provide the same to the employees at the cost of the contractor.

37.00 PAYMENT OF PRICE VARIATION:

If the prices of Diesel increases or decreases, the contractor shall be compensated for such increase or recoveries shall be made from the dues of the contractor for such decrease as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for variation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of the contract without any penal action. If the contract is to be extended beyond the stipulated period for completion of the work due to fault on the part of the contractor, escalation of prices should not be allowed further if not provided otherwise in the accepted contract.

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

- 37.01** Where the contract period is more than 6 months, compensation for price variation will be paid/recovered.
- 37.02 The base date for working out such price variation shall be the last date on which tenders were stipulated to be received.
- 37.03 The contractor shall submit certified copy of price of Diesel from retail outlet of IOC/IBP etc. nearest to the worksite, as the case may be.
- 37.04 Applicability of price variation (Summarized position):

Item of work	Contract Period : Less than 6 months	Contract Period More than 6 months
Transportation	NIL	Price variation on diesel
Wagon loading/Loading	NIL	Price variation on diesel

37.05.1 Price Variation on Diesel :

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

Where D = One way distance from colliery to destination in kilometers(Minimum)

R = Variation in price of Diesel from the base price (in Rs. PerLtr.)

37.05.2 Price Variation on Diesel for loading/wagon loading :

Loading /wagon loading of coal by pay loader :

Diesel Price Variation rate in Rs.perTe.= $0.066 \times$ variation in the price of diesel
perLtr. from base price.

Signature of the applicant with seal and date

FORM OF AGREEMENT
(on Non Judicial Stamp Paper of appropriate value)

Agreement No. _____

This agreement, made the _____ day of _____ 201...between

_____ (name and address of the Employer) (hereinafter called "the Employer" and _____ (name and address of the

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 payments 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 in conformity in all respects with the provisions of the Contract.
3. 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.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement , viz. :
 - (i) Letter of Acceptance / work order;
 - (ii) Notice to proceed with the work ;
 - (iii) Contractor's Bid
 - (iv) General and Special terms & conditions including important correspondences.
 - (v) Specifications
 - (vi) Drawings
 - (vii) Bill of Quantities and
 - (viii) Any other document listed in the bid document/ Contract as forming part of the contract

In witness whereof the parties thereto have caused this Agreement to be executed the day and year ----- before written

The Common Seal of _____

was hereunto affixed in the presence of : _____

Signed, Sealed and Delivered by the said _____

in the presence of : _____

Binding Signature of Employer _____

Binding Signature of the Contractor _____

Under Jurisdiction of Jabalpur/ Allahabad High Court only.

Signature of the applicant with seal and date