

Office of the General Manager,
North Eastern Coalfields, Coal India Limited
PO: Margheria, Distt: Tinsukia, ASSAM- 786181
Phone: 03751-220329 Fax -03751-220354.
Corporate Identity No.L23109WB1973GO1028844
Website: www.neccoal.co.in



Ref No. NEC/e-tender/WL/70/TIKAK/1506.

Date: 05/02/2015

e-TENDER NOTICE: OPEN TENDER

TRANSFER OF COAL INTO RAILWAY WAGONS FROM STOCK STACKED AT TIKAK RAILWAY SIDING IN LOOSE CONDITION.

1. Tenders are invited on-line on the website <https://coalindiaticenders.gov.in> from the eligible bidders having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The tender document is also available on website <https://www.neccoal.co.in> for viewing.

All bids are to be submitted on-line on the website <https://coalindiaticenders.gov.in>. No bid shall be accepted off-line. Only Earnest Money Deposit and documents as mentioned along with is to be submitted Offline.

DESCRIPTION OF WORK	Quantity (in lakh ones)	APPLICA TION FEE (in Rs.)	ESTIMATED COST OF WORK (IN RS.)	EARNEST MONEY DEPOSIT (IN RS.)	PERIOD OF COMPLETION (IN YEARS)
TRANSFER OF COAL INTO RAILWAY WAGONS FROM COAL STACKED AT TIKAK RAILWAY SIDING IN LOOSE CONDITION AS PER NIT SPECIFICATION	10.00	5000/- (five thousand only)	6,80,50,000/- (Six crores Eighty lakhs Fifty thousand only inclusive of service tax)	6,80,500/- (Six lakhs Eighty thousand Five Hundred only)	2 Yrs. (Two)

2. Time schedule for tender:

Sl. No.	Particulars	Date	Time
1	Tender publishing date	06/02/2015	16:00 HRS
2	Document download start date	10/02/2015	09:00 HRS
3	Seek Clarification Start Date on-line	11/02/2015	09:00 HRS
4	Pre-Bid meeting for Clarification	23/02/2015	11:00 HRS
5	Seek Clarification End date on-line	27/02/2015	17:00 HRS
6	Bid Submission start date	24/02/2015	09:00 HRS
7	Bid submission end date	14/03/2015	10:00 HRS
8	Last date of receipt of EMD offline	13/03/2015	17:00 HRS
9	Last date of receipt of off-line documents	13/03/2015	17.00 HRS
10	Technical Bid Opening date	16/03/2015	10:00 HRS

3. Submission of Bid

- a. The following documents should be submitted in sealed cover superscribing tender No and due date on it. The Offline documents should be received by speed post or courier or by hand on or before the date and time mentioned above.:
- i. Demand Draft towards Application fee
 - ii. Demand Draft/ BG towards EMD fee
 - iii. Affidavit as per Annexure- E
 - iv. Affidavit as per Annexure-F
 - v. Affidavit as per Annexure-B **(IF APPLICABLE)**

No other documents other than mentioned above should be submitted offline. Any document/ letters submitted offline other than the above shall not be considered as valid and will not be taken cognizance of unless the same is specifically sought by the tender issuing authority in writing.

DOCUMENTS TO BE UPLOADED IN “OID (OTHER IMPORTANT DOCUMENT)” SECTION ARE GIVEN BELOW:-

1. MANDATE FORM AS GIVEN IN “ANNEXURE C”.
2. NO BANNING OR DELISTING CERTIFICATE AS GIVEN IN “ANNEXURE G”.
3. PAN CARD.
4. SERVICE TAX REGISTRATION CERTIFICATE.
5. DOCUMENT IN SUPPORT OF SERVICE TAX STATUS.
6. ANNUAL REPORT.
7. BALANCE SHEET.
8. PROFIT AND LOSS STATEMENT.
9. DOCUMENTS RELATED TO PROVENESS CRITERIA CONFIRMING TO NIT REQUIREMENT (IT SHOULD CONTAIN SUCCESSFULLY EXECUTED ORDER COPIES)

DOCUMENTS TO BE UPLOADED IN COVER-I ARE AS GIVEN BELOW:-

1. LETTER OF BID AS GIVEN IN “ANNEXURE A”.
2. TPS.
3. OTHER NECESSARY DOCUMENTS (CONTAINS AS GIVEN BELOW):-
 - a. “ANNEXURE D” DETAILS IN RESPECT OF ELIGIBILITY CRITERIA.
 - b. “ANNEXURE I” INTEGRITY PACT.
 - c. STATUS OF BIDDER.

DOCUMENTS TO BE UPLOADED IN COVER-II ARE AS GIVEN BELOW:-

1. BOQ (BILL OF QUANTITY) OR PRICE BID WHICH BIDDERS SHOULD DOWNLOAD FROM ONLINE PORTAL WHICH HAS BEEN UPLOADED WITH THE “NIT (NOTICE INVITING TENDER)” AND FILL THE REQUISITE FIELDS AND UPLOAD THE SAME AFTER SAVING IT (BIDDERS ARE NOT ALLOWED TO PERFORM ANY CHANGES IN BOQ NAME FORMAT AS TEMPERED BOQ IS NOT ALLOWED TO BE UPLOADED IN THE PORTAL AND BIDDER MAY FACE PROBLEM IN UPLOADING THAT .xls FILE).

- b. The bid shall be submitted online in CIL e-procurement portal <https://coalindiatenders.gov.in> only.

- c. EMD can also be deposited in the form of irrevocable Bank Guarantee (BG) from any scheduled Bank in the format given in Annexure-H of the bid document. The validity of such BG should be minimum 28 days beyond the validity of the bid. **No BG shall be accepted against Application fee.**
- d. The Offline documents shall be submitted in sealed cover and sent to OR submitted in person to the following address super scribing the name and address of the bidder, tender number & date and time & date of opening of tender, on it. If the Demand draft for EMD/ Application money is not received before **17:00 HRS on 13/03/2015**, the online bid shall not be opened and shall be rejected without any back reference to the bidder. NEC, CIL shall not be responsible for any postal delay.

Office of General Manager, NEC, Coal India Limited,
P.O.MARGHERITA-786181,
Dist: Tinsukia, Assam

- e. In order to submit the Bid online, the bidders have to get themselves registered online on the e-Procurement portal (<https://coalindiatenders.gov.in>) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India, and which can be traced up to the chain of trust to the root certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person.
- f. The bidders have to accept unconditionally the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including Commercial & General Terms & Conditions and other terms, if any, along with online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed/ accepted.
- g. The bidder shall be solely responsible if the information/declaration/ scanned documents furnished in support of the same in respect of eligibility criteria is found to be wrong or misleading at any stage and they will be liable to punitive action.
- h. The Bid has to be submitted in pre-loaded formats. The Technical Parameter Sheet (TPS) and Price bid (BOQ) are preloaded formats and has to be downloaded and filled in. No modification of the format or file name should be undertaken. Else the system will not upload the filled in format and give error message. General Technical evaluation (GTE) is also uploaded which has to be filled online and submitted. GTE all clauses indicated as mandatory should be accepted else the bid will be rejected by the system. Where any clause has been indicated as not mandatory, the bidder may confirm Yes Or No as found suitable.**
- i. **The bidder shall upload “Letter of bid” as given in Annexure A herein and “Other Important Documents” in the specified file format mentioned online. The Photocopy/scanned copy (IN THE PRESCRIBED FILE FORMAT) of the Demand draft towards EMD submitted offline shall also be uploaded.**
- j. **Letter of Bid:** The format of Letter of Bid (as given in the NIT at **Annexure -A**) will be downloaded by the bidder and will be printed on Bidder’s letter head and the scanned copy of the same will be uploaded during bid submission in Cover-I. This will be the covering letter of the bidder for his submitted bid. The content of the “Letter of Bid” uploaded by the bidder must be the same as per the format downloaded from website and

it should not contain any other information.

Note: If the DSC holder is bidding on-line on behalf of the bidder, the power of Attorney or authorization (self authenticated and attested by public Notary) is to be uploaded along with the LOB in a single .pdf as format in the **Annexure B**. If the bidder himself is the DSC holder bidding on-line then power of Attorney or authorization is not required.

- k. It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender website. Under any circumstances, NEC shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.
- l. **Cost of Bidding:** The bidder shall bear all costs associated with the preparation and submission of his bid and NEC, CIL will in no case be responsible and liable for those costs.
- m. **Clarification of Bid:** The bidder may seek clarification online within the specified period. The identity of the Bidder will not be disclosed by the system. The department will clarify as far as possible the relevant queries of bidders. The clarifications given by department will be visible to all the bidders intending to participate in that tender. The clarifications may be asked from the day of e-Publication of NIT. The last date for seeking clarification by bidder will be as per TIME SCHEDULE given at Page 1 of NIT. No clarification shall be entertained subsequently.
- n. **Modification / Withdrawal of Bid :** Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid on-line as many times as he may wish. Bidders may withdraw their bids online within the end date of submission.
- o. **Opening Of tender:** The Technical bid of the tender shall be opened on the specified date of opening. The Price bid shall be opened on subsequent date. The Price-bid (BOQ) of the successful bidders (qualified in Techno-commercial bid) will be decrypted and opened on-line under intimation to them, on the pre-scheduled date and time. The participating bidders may view the opening of Techno-commercial and Price-bids remotely on-line.

4. **Eligible bidders:**

The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm, company or a Joint Venture having eligibility to participate as per

Qualifying criteria stipulated in Clause No. 5 of this NIT and having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Gov. of India.

Note : Joint Venture: Two or three companies/contractors may participate in the tender as Joint Venture (JV). Joint Ventures must comply to the requirements of JV mentioned in detail in NIT/GTC Document displayed on above mentioned E-tender Portal.

5. **Qualifying Criteria**

A. Work Experience

The intending bidder must have in its name of having successfully executed works of similar nature (Defined as loading/ unloading of Railway wagon) valuing 65% of the "Annualized Value" of the work or estimated value of work , whichever is less put to tender

in any year (a 'year' in this context is a continuous period of 365 days starting at any date of the year) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.

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

The cost of executed works shall be given a weightage to bring them at current price level by adding 5% for each completed year (total number of days/365) after the end date of experience till the last day of month previous to one in which e-Tender has been invited.

In respect of the above eligibility criteria the bidders are required to furnish the required information on-line in the specified format as per Annexure-D along with notarized scanned copy of supporting documents.

- i. Agreement Number/Work Order Number of each work / experience of similar nature, to be considered for eligibility
- ii. Name of work/s of similar nature, to be considered for eligibility
- iii. Name of Employer / Work Order issuing authority of each work / experience
- iv. Work experience certificate number & date.
- v. Period of work / experience of bidder to be considered for eligibility.
- vi. Executed Value of work against each experience.
- vii. Percentage (%) share of each experience (100% in case of an individual / proprietary firm or a partner in a partnership firm and the actual % of share in case of a Joint Venture).

Note: In case the bidder is a Joint Venture, the work experience of any or all of the individual partners of JV may be furnished as the work experience of the bidder.

B. Working Capital: The bidder must produce Evidence of adequacy of working capital (at least either 20% of the “Annualized Value” of this work or the value of the work, whichever is less) for this contract. In case of obtaining credit, the certificate from the scheduled bank should be produced.

In respect of the above eligibility criteria the bidders are required to furnish the following information as per ANNEXURE D on line:

- i) Source of Working Capital (Banker’s certificate or Audited Balance Sheet for the latest financial year.)
- ii) Amount of available working capital.
- iii) Name of the Branch of Bank, issuing working capital certificate or Chartered Accountant (CA), auditing Balance sheet.
- iv) PAN numbers of all the members/partners in case of joint venture.

Note: In case the bidder is a Joint Venture, the above information in respect of each individual partner of JV shall be furnished and the working capital of all partners will be added by the system to calculate the Working Capital of the bidder.

In respect of the above eligibility criteria, the bidders are required to furnish the affidavit as per Annexure-II. The scanned copy of the affidavit should be uploaded online and the original affidavit should be deposited in the office of GM (NEC) in the sealed cover along with EMD & tender as mentioned in Clause 3 above of the NIT.

C. Permanent Account Number (PAN): The bidder should possess Permanent Account Number (PAN) issued by the Income Tax Department, Govt. of India.

Note: In case the bidder is a Joint Venture, the PAN Number of each individual partner of JV shall be furnished.

Sub-Contractors experience and resources will not be taken into account for determining the bidder's compliance with qualifying criteria.

In submission of tender on-line, the bidders will upload:

(i) The scanned copy of DD/BC against "Application fee", DD/BG against EMD and scanned copy each of affidavits as mentioned in (ii) and (iii) as below. No other document shall be uploaded by the bidder on-line in the technical-bid. The bidder will be required to quote their rate and amount in the Price Bid in the format provided on the website.

(ii) Affidavit as per given in the Annexure B.

(iii) Affidavit for deployment of fleet and equipment as per Annexure-F

All bids are to be submitted on-line on the website (<https://coalindiatenders.gov.in>). No bid shall be accepted off-line.

6. OTHER TERMS AND CONDITIONS

- i. **One Bid per Bidder:** Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a partner in a Joint Venture or a public limited firm. A Bidder who submits or participates in more than one Bid (other than as a Sub-Contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.
- ii. **Refund of EMD:** The Earnest Money will be retained in the case of successful bidder and refunded to the unsuccessful bidder in due course and will not carry any interest. The Earnest Money deposited by the L-1 bidder in the form of DD/BC shall be adjusted against Performance Security Deposit (PSD). The EMD deposited by the L-1 bidder in the form of Bank Guarantee (BG) will be discharged when the bidder has furnished the required Performance Security Deposit (PSD) and signed the agreement.
- iii. **Site Visit:** The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract

for execution of the works. The cost of visiting the Site shall be at the Bidder's own expense.

It shall be deemed that the bidder has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates.

iv Clarifications Of Bidding Documents: A prospective Bidder requiring any clarification of the bidding documents may notify the employer online on <https://coalindiatenders.gov.in>. The employer will respond to any request for clarification received earlier than 7(seven) days prior to the Bid submission closing date. Copies of Employers response will be forwarded to all the purchaser of the bidding documents, including a description of inquiry but without identifying its source.

v. Amendment of Bidding Documents: Before deadline of the submission of Bids, the employer may modify the Bidding documents by issuing addenda online. Any addendum thus issued shall be part of the bidding documents. The Corrigendum shall be displayed in the portal. The bidder may resubmit their offer if found so required.

If any bidder has already submitted the bid the issue of corrigendum shall be communicated to them through mail and or text messages. However bidders are advised to login to the site to check for any addendum issued.

The employer may also extend the due date to give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the employer shall extend the deadline for the submission of Bids, in accordance with the sub-clause ix as below and the same is to be communicated simultaneously to all the purchasers of the bidding documents

vi. Language of Bid: The Bid shall be prepared and submitted in English language only.

vii. Bid Prices: The Bidders shall offer for the whole work based on the Bill of Quantities (**BOQ**). However, NEC reserves the right to allot part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.

The Bidder shall fill in online rates and prices for all items of the work described in the BOQ. The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

All duties, taxes and other levies payable by the Contractor except the service tax under the Contract, or for any other cause as applicable on the last date of submission of tender, shall be included in the rates, prices and total Bid price submitted by the Bidder. All incidentals, overheads etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder. The Service Tax element shall however be indicated separately.

Any statutory levy notified after the last date of submission of tender and/or any increase over the rate existing on the last date of submission of tender shall be reimbursed by the Company on production of documentary evidence in support of payment actually made to the concerned authorities. Any decrease in duties, taxes, levies etc. as above shall be recovered by the Company.

- viii. **Currencies Of The Bid And Payment:** The Unit rates and prices shall be quoted by the bidder entirely in Indian rupees and payment shall also be made in INR only
- ix. **Bid Validity:** Bid shall remain valid for acceptance for a period of not less than **120 days** from the date of opening of the technical bid. A bid valid for a shorter period will be rejected by the Employer

In exceptional circumstances, prior to the expiry of original time limit, the Employer may request that the bidder may extend period of validity for a specified additional period. The request and the bidder's responses shall be made in writing. A Bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for the period of extension.

- X. **BID Security/Earnest Money Deposit:** The bidder shall furnish, as part of his bid. A Bid Security/Earnest Money in the amount as shown in the NIT in the form of Bank Draft in favour of **COAL INDIA LIMITED** payable at **MARGHERITA** from any scheduled Indian Bank for full amount of the bid security. **Demand Draft payable at any branch other than Margherita shall not be accepted**

Any bid not accompanied by an acceptable bid security shall be rejected by the Employer as non responsive.

The BID security/EMD of the unsuccessful bidders shall be refundable as promptly as possible after opening of price bid and finalization of the Tender.

The BID security/EMD of the successful bidder will be discharged when the bidder has signed the agreement and furnished the required performance security/Security Deposit.

The Bid Security/Earnest Money may be forfeited:

- a. If the Bidder withdraws the BID after Bid opening during the period of Bid validity:
or
- b. In the case of successful bidder , if the Bidder fails within the specified time limit to:
 - i. Sign the agreement:
 - ii. Furnish the required performance Security/Security Deposit
- c. If the Bidder does not accept the correction of the bid price pursuant to clause (xv) here under

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

xi. **Alternative Proposals By The Bidders:** Bidders shall submit offers that comply with the requirements of the Bidding documents, including basic technical design as indicated in the drawings and specifications. Alternative will not be considered unless specified in the bidding data.

xii. **Deadline Of The Submission Of The Bids:** The bidder shall submit the bid online before the closing time and date of the online bid on <https://coalindistenders.gov.in>

The Employer may extend the deadline for the submission of the bids by issuing an amendment, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then be subjected to the new deadline

xiii. **Late Bids:** Any bid received by the Employer after the deadline prescribed in **Clause 3d** as above, due to any reason whatsoever will not be accepted

xiv **Bid Opening:** The Employer will open the bids online on the due date and time specified. The Bidders can view the bids received and other relevant detail online by logging in to our e-tender portal <https://coalindistenders.gov.in>

xv. **Process to Be Confidential:** Information, relating to examination, clarification, evaluation and comparison of bids and recommendations for the award of contract shall not be disclosed to Bidders or any other person not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a Bidder to influence the Employers processing of Bids or award decision will result in the rejection of his bid.

xvi. **Examination Of Bids And Determination Of Responsiveness:** Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:

- a. Meets the eligibility/qualifying criteria defined in clause 4 and 5
- b. Has been properly signed
- c. Is accompanied by the required securities.
- d. Is substantially responsive to the requirements of the bidding documents.

A substantially responsive Bid is the one that confirms to all the terms and conditions and specifications of the bidding documents without material deviation or reservation.

A material deviation or reservation is one:

Which effects in any substantial way the scope, quality or performance of work

or

Which limits in any substantial way, inconsistent with bidding documents, the Employers right or contractors obligation under the contract

or

Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

If the Bid is not substantially responsive, it may be rejected by the employer at its sole discretion.

xvii. Correction of Bids: Bids determined to be substantially responsive will be checked by the Employer for any arithmetical errors after opening of the financial bid. Errors will be corrected by the Employer as follows

Where there is a discrepancy between the amounts in figure and in words, the amount in words will govern **and**

Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

Discrepancy in totaling or carry forward in the amount quoted by the contractor shall be corrected

The tendered sum so corrected and altered shall be substituted by the sum originally tendered and considered for acceptance instead of original sum quoted by tendered along with other tender/tenders. Rounding off to the nearest rupee should be done in the final summary of the amount instead of in totals of various sections of the offer

The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors, and shall be considered binding upon the Bidder

xviii. Award Criteria: The Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price in on-line bidding, provided that such Bidder has been determined to be eligible in accordance with the provision of clause - eligible bidders and Clause – qualifying criteria

xix. Notification of Award And Signing of Agreement: Bidder, whose bid has been accepted, will be notified of the award by the employer prior to expiration of the bid validity period via cable, telex, or facsimile confirmed by registered letter. This letter (hereinafter and in conditions of contract called the “Letter of Acceptance”) will state the sum that the employer will pay the contractor in consideration of the execution and completion of the works by the contractor as prescribed by the contract (hereinafter and in the contract called “the contract price”).

Notification of award will constitute the formation of contract, subject only to the furnishing of a performance security/security deposit.

Agreement will incorporate all agreements between the employer and the successful bidder within 28 days sign the agreement, following the notification of award along with the letter of Acceptance.

Upon furnishing by the successful bidder of the performance security/security deposit, the employer will promptly notify the other bidder that their bid have been unsuccessful and refund the bid security/earnest money deposit.

xx. PERFORMANCE SECURITY/SECURITY DEPOSIT: Security deposit shall consist of two parts.

- a. Performance security to be submitted at award of the work and
- b. Retention money to be recovered from running bills.

The security deposit shall bear no interest.

The Performance security should be 5% of the contract amount and should be submitted within 28 days of receipt of LOA by successful bidders 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 COAL INDIA LIMITED on any scheduled bank payable at its branch at MARGHERITA, ASSAM.

The bid security deposit in the form of Demand Draft shall be adjusted against the security deposit. 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 the nationalized/scheduled 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 and forfeiture of bid security.

Retention Money should be deducted at 5% from running bills. Total of performance security and retention money should not exceed 10% of contract amount or lesser sum indicated in the bid documents.

5% Performance Security should be refunded within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects). Retention money should be refunded after issue of NO Dues Certificate issued by officer in charge.

xxi. Employment of Local Labor: Contractors are to employ, to the extent possible, only local project affected people and pay wages not less than minimum wages prescribed by the Coal India Limited for contractor workers engaged in mining activities defined under Mines Act 1952 and as updated from time to time on CIL Official website www.coalindia.in. All directives by Coal India Limited regarding payment of wages to the contractor workers shall be applicable under this contract.

xxii. Legal Jurisdiction: Matter relating to any dispute or difference arising out of this tender and subsequent contract awarded based on the bid shall be subject to the jurisdiction of MRGHERITA / GUWAHATI HIGH COURT only.

xxiii. Sub Contractors/Sub-Vendor: The contract agreement will specify major terms of supply of services for which the contractor proposes to engage sub contractors/sub vendor. The contractor from time to time propose any addition or deletion from such list and will submit the proposals in this regard to the engineer in charge/designated officer in charge for approval well in advance so as not to impede the progress of work. Such approval of the General Manager / Designated Officer-in-charge will not relieve the contractor from any of his obligation, duties and responsibilities under the contract.

If a contractor submits his bid, qualified and does not get the contract because of his not being the lowest, he will be prohibited from working as a sub contractor for the contractor who is executing

xxiv. The Company does not bind itself to accept the lowest tender and reserves the right to

reject any or all the tenders without assigning any reasons whatsoever and to split up the work between two or more bidders or accept the tender in part and not in its entirety. Tendered quantity may be reduced along with the timeframe.

xxv. Matters relating to any dispute or difference arising out of this tender and subsequent contract awarded based on this tender shall be subject to the jurisdiction of District Court, where the subject work is to be executed.

xxvi. Initial Medical examination (**IME**) of all contractual mining workers is mandatory and an amount of Rs.950/- only shall be charged towards conducting IME for each Contractor's worker, which shall be recovered from the bills of the contractors.

xxvii. The payment to the contractors after award of work will be made through Electronic Mode.

xxviii. Bidders are advised to visit the work site before offering the rates for the above transportation work and if the work is awarded in their favor, future dispute regarding the route distances will not be entertained by the Management.

xxix. **Integrity Pact:**

- a) Bidders are required to sign the integrity pact with NEC as per the format enclosed at Annexure-'I'. This will be signed by the authorized signatory of the bidder(s)/contractor(s) with name, designation and seal of the company and uploaded with the offer. If the bidder is a partnership or consortium, this agreement must be signed by all partners or consortium members. All bidders who do not sign the pact shall be disqualified from participation in the tender process.
- b) The bidder(s)/ contractor(s) , if applicable, should undertake to demand from all subcontractors a commitment in conformity with the integrity pact and to submit it to NEC before contract signing.
- c) The Independent Monitors nominated for this tender shall be:

IEM, Integrity Pact

Sri. Nishi Kant Sinha, IAS(Retd)

C-2/2468, Vasant Kunj

New Delhi – 110070

Mobile: 09810508989

This notice including the scope of work and the 'General Terms and Conditions of the contract' and all annexure will form a part of the total contract and has to be duly accepted by the bidder.

For and on behalf of NEC, CIL, MARGHERITA.

7. Schedule of work

Description of Work	Quantity (in lakh tonnes)	Period of completion (in years)
TRANSFER OF COAL INTO RAILWAY WAGONS FROM COAL STACKED AT TIKAK RAILWAY SIDING IN LOOSE CONDITION AS PER NIT SPECIFICATION	10.00	2 (Two)

8. Scope Of Work

The successful tenders will perform the following works as specified herein and for which they may offer their consolidated rate per tonne in rupees:-

- i. To clean the wagons before loading and disposing the debris collected from the wagons at the place located within 150 meters from either ends of the railway siding irrespective of the quantity of debris found in the empty wagons as per the direction of the colliery In-charge/siding in-charge.
- ii. To transfer coal from the coal stacked at the railway siding into Covered / Open B.G wagons or both by deploying manual labours upto a distance of 30 meters from the railway line within the stipulated free time permitted by the railways.
- iii. Picking of shale and other impurities before or in the process of loading from coal stock and wagon and disposing the same within a distance of 150 meters as per the direction of the colliery in-charge / siding in-charge.
- iv. To provide minimum one shale picker per wagon all the time during the process of transfer of coal into wagons to pick the shale & maintain the quality.
- v. To provide bamboo matting & to level the coal in the wagons after loading.
- vi. To clean the railway track before and after withdrawal of the wagons upto the safety standards of the railways.
- vii. The contract Shall be valid for a period of **2 (Two)** Years or completion of the contracted qty. whichever is earlier.

Responsibility associated with the work for WEIGHMENT & QUANTITY ASSESSMENT:-

- a. To ensure the quantum of coal transferred into the wagons to be in accordance to the extant rules of the concerned railways & upto the permissible capacity of the wagons. The weights as recorded on the weighbridge will be final and binding for all purposes.
- b. To ascertain the accuracy of the weighbridge the contractor/s has the liberty to witness the stamping and verification of the weighbridge as and when done by the officials of the Legal Metrology, Government of Assam.
- c. On the occasion of breakdown of the weighbridge the weight of the coal will be decided initially on volumetric basis as recorded over the Railway Receipts subject to re-adjustment on subsequent weighment, if any based on the weighment of the consignment by the railway on alternative place.

Liabilities of UNDERLOADING & OVERLOADING PENALTIES associated with the work:-

- a. Underloading:- If the wagons are under loaded below the chargeable quantity per wagon as per extant railway rules, penalty will be imposed on the contractor at 4 times of the rate per tonne on which the work has been awarded to the contractor for transfer of coal into wagons for the quantum under loaded.
- b. Overloading:- If the wagons are overloaded above the permissible capacity of the wagons as per extant railway rules, penalty will be imposed on the contractor at 4 times of

the rate per tonne on which the work has been awarded to the contractor for transfer of coal into wagons for the quantum overloaded.

c. To arrange for weight correction round the clock by offloading or reloading coal in the overloaded or underloaded wagons respectively on the insistence of railway.

Demurrage:-

a. The contractor will be wholly & entirely responsible to transfer the coal into the wagons upto the prescribed weight limit, within the free time allowed by railway as per the prevailing railway tariff rules or as and when modified. Demurrage charges accrued due to failure of the contractors will be charged to the contractor and demurrage charges accrued due to the conditions beyond the contractors control like, lack of sufficient quantity of coal, natural calamities, strikes, bandh, civil unrest etc., will be borne by the company. A certificate to this effect should be obtained from the colliery authorities / siding in-charge.

SPECIALTERMS & CONDITIONS FOR THE ABOVE WORK.

- i. The re-appropriation/re-allocation of the quantities may be done with the approval of Engineer-incharge 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.
- ii. 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.
- iii. 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.
- iv. The contractor shall not have any claim whatsoever for the idleness of his 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.
- v. The contractor shall at his own cost arrange for all materials, stores, spares, tools, tackles etc. and maintenance/ repairs of the equipments required/ deployed for the work. The company shall have no liability whatsoever on this account.
- vi. The contractor shall maintain proper records in English/ Hindi of the 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.
- vii. 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.
- viii. 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.
- ix. 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.

- x. Where wagons are being weighed at the loading end, payment of wagon loading shall be made on the basis of the RR weight of coal/ middlings despatched, duly reconciled with the measured opening and closing stocks at the siding every month and after effecting deductions of penalties/ recoveries as per terms & conditions of this contract. 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 every month.
- xi. In the case of wagons not being weighed at the loading end, 90% payment for items of work stated 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.
- xii. 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.
- xiii. 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.
- xiv. 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.
- xv. 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 or the same shall be recovered from the defaulting contractor (s).
- xvi. 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.
- xvii. In order to ensure proper loading of wagon, the loading contractor shall ensure loading up to 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.
- xviii. The wagon-loading contractor shall load clean coal free from stone/ shale/ bands/ extraneous materials and of stipulated size.
- xix. 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.
- xx. 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.
- xxi. The contractor shall not engage any person of less than 18 years of age or females during night hours as required by relevant law.
The contractor shall pay to his employees salary and wages as prescribed by Coal India Limited for Contractor workers engaged in mining activities defined under mines Act 1952 and as updated from time to time on CIL website www.coalindia.in. All

directives by Coal India Limited regarding payment of wages to the contractor workers shall be applicable under this contract.

- xxii. The contractor shall make payment to his employees at the place(s) and mode specified by the General Manager/Designated Officer-in-charge and in the presence of Company's representative authorized by General Manager/Designated Officer-in-charge or the respective Personnel Executive, 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.
- xxiii. The contractor shall prepare the wages sheet for his employees in duplicate, a copy of which shall be regularly submitted to the General Manager/Designated Officer-in-charge.
- xxiv. 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.
- xxv. 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.
- xxvi. 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.
- xxvii. 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.
- xxviii. 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.
- xxix. 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.
- xxx. By any act of omission/commission on the part of the contractor, If it becomes necessary to clean the adjoining areas of Railways, the same shall be done by the Contractor under supervision of the Railways without any additional cost.

9. General Terms & Conditions

The General Terms and conditions Annexed as – Annexure GTC at Page no. 33-45 are also the integral part of this e-tender/NIT.

ANNEXURE-A

Format of Letter of Bid (LOB)

LETTER HEAD OF BIDDER

To,
The General Manager
North Eastern Coalfields,
PO Margherita Dist. Tinsukia, ASSAM -786 181.

Sub: Letter of Bid for **TRANSFER OF COAL INTO RAILWAY WAGONS FROM STOCK STACKED AT TIKAK RAILWAY SIDING IN LOOSE CONDITION.**

Ref: Tender Reference No.: NEC/e-tender/WL/70/TIKAK/1505. Tender Id: 2015_NEC_7559_1

Dear Sirs,

I/We offer to undertake the work as per our offered rate/price in accordance with the conditions of the NIT document as available in the website.

This Bid and your subsequent Order shall constitute a binding contract between us.

I/We hereby confirm our acceptance of all the terms and conditions of the NIT document unconditionally.

If any information furnished by **me/us** online towards eligibility in this tender is found to be incorrect at any time, penal action as deemed fit may be taken against **me/us** for which **I/we** shall have no claim against NEC.

DSC Holder

If the bidder himself is the DSC holder bidding on-line then no document is required. However, if the DSC holder is bidding online on behalf of the bidder then the scanned copy of Power of Attorney duly notarized on a non-judicial stamp paper of Rs 10 as per format mentioned on next page shall be uploaded along with this Letter of Bid on second page.

Yours faithfully,
(Signature of Bidder **OR** Authorized person of bidder **OR**
DSC Holder bidding online with authorization from
bidder)

- 1.Name of Authorized Signatory :
- 2.Type of Authorization :
- 3.Name of the Bidder :
- 4.Address :
- 5.e-Mail Address :
- 6.Mobile/Telephone Number :
7. FAX Number:
8. Place:
9. Date:
10. User ID:-

ANNEXURE-B

Format for Authorization to DSC holder bidding online on behalf of bidder.

NON JUDICIAL STAMP PAPER OF Rs 10/-

I/We do hereby authorize M/s/Mr./..... Address for online bidding on behalf of me/us for the e -tenders invited by North Eastern Coalfields Limited, Margherita on www.coalindiatenders.gov.in.

Signature/Seal of the DSC Holder
Authorized for online bidding on behalf of the bidder.

Signature & Seal of the bidder
Authorizing the DSC Holder for online bidding.

Signature & Seal of the NOTARY

ANNEXURE –C

MANDATE FORM FOR E F T /INTERNET BANKING PAYMENT

To,
The General Manager,
The North Eastern Coalfields,
Coal India Ltd.,
Margherita,

Dear Sir,

Sub: Authorization for release of payment due from Northern Eastern Coalfields, Coal India Limited, Margherita through Electronic Fund Transfer/Internet Banking

(Please fill in the information in CAPITAL LETTER & TICK wherever it is applicable)

1. Name of the Party _____
2. Address of the Party _____
- a. City _____ PIN CODE _____
- b. E-Mail ID _____
- c. Permanent Account Number _____
3. Particulars of Bank.
4. Date from which the mandate should be effective.

Bank Name _____	Branch Name _____
Branch Place _____	Branch City _____
PIN Code _____	Branch Code (IFSC) _____

MICR No.

(9 Digits code number appearing on the MICR Band of the cheque supplied by the Bank. Please upload Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name & Account number)

RTGS CODE

Account

Type Saving Current Cash Credit

Account Number (as appearing in Cheque Book):

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information. I shall not hold North Eastern Coalfields Limited, Margherita responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through Internet banking.

Place:

Date:

Signature of the party/Authorized Signatory

Certified that particulars furnished above are correct as per our records Banker's Stamp
Date (Signature of Authorized official from the Banks)

ANNEXURE –D
DETAILS IN RESPECT OF ELIGIBILITY CRITERIA.
(TO BE FILLED AND UPLOADED BY THE BIDDER)

Details of work orders submitted	Ref No.	Date	Issuing authority	Completion certificate ref

Supporting documents submitted towards working Capital requirement

Sl.No.	Details of documents Submitted	Document Ref No/Date	Remarks (bank / CA Details)

PAN No:

We hereby confirm that the Copy of the above documents have been uploaded by us along with our BID and we are solely responsible for the authenticity and correctness of the documents.

Date

Signature of Bidder

Seal of the Firm

ANNEXURE –E

Bidder has to submit the original in physical form and upload a scanned copy of duly Notarized affidavit on non-judicial stamp paper of Rs. 50/- (Rs. Fifty only) stating each of the following during on-line bid submission:

Format for Affidavit

I, _____ Partners / Owners / Directors / Legal

Attorney / Accredited representative of M/s _____, solemnly declare that,

- a. None of the Partners / Owners / Directors of our firm is relative of employee of NEC, CIL.
- b. That the financial instruments, statements of facts, data and documents being submitted by me/us in support of our eligibility in the tender vide NIT no _____ dated _____ are true, genuine and correct.
- c. I/we will submit Xerox copy of documents duly attested by signing on each page with company seal to the GM, NEC,CIL within one week of completion of Reverse Bidding process if our quotation is found lowest. I/we will also produce before GM, NEC,CIL the original documents referred in Part-I bid submission within 7 (Seven) days time on demand.
- d. In case I/we fail to comply any of the aforesaid condition or the documents submitted by us is found false/forged, my/our tender will be cancelled forfeiting the EMD amount and debarring me/us from participation in future tenders of NEC,CIL for one year period.

Deponent _____

Dated _____

Place _____

Seal of Notary

ANNEXURE -F

Bidder has to submit the original in physical form and upload a scanned copy of duly Notarized Affidavit for Equipment / Fleet on non-judicial stamp paper of Rs. 50/- (Rs. Fifty only) stating each of the following during on-line bid submission:

Format for Affidavit

I, _____ Partners / Owners / Directors / Legal Attorney /

Accredited representative of M/s _____, solemnly declare that,

a. I / We are submitting tender for the work _____ against NIT no. _____, dated _____ .

b. I / We undertake that the manpower / equipments matching with the requirement of the tendered work shall be deployed in the work by us either owned or hired, if the work is awarded to us.

Deponent _____

Dated _____

Place _____

Seal of Notary

ANNEXURE -G

NON-BANNING OR DELISTING CERTIFICATE:

We/ Our firm has not been suspended, banned or de-listed by any Government or Quasi-Government agencies or PSU's.

Date

Signature of Bidder

Seal of the Firm



Annexure H

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY

The General Manager,
North Eastern Coalfields,
Coal India Limited,
P.O, Margherita, Assam.-786181
Dear Sir,

1. In consideration of M/s. Coal India Limited having its Registered Office at 10, N.S. Road, Kolkata, Pin: 700001 (herein after called " the Company" which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed under the terms and conditions contained in Invitation of Tender No..... issued in favour of M/s. for (hereinafter referred to as 'Tender') to accept the Deed of guarantee as herein provided for Rs..... from the Schedule/ Nationalized Bank in lieu of Earnest Money to be made by M/s..... (hereinafter called 'the Bidder') or in lieu of Earnest Money deposit to be made by the Bidder for the due fulfillment of the terms and conditions contained in the said Tender by the Bidder, we the.... Bank (hereinafter referred to as the said Bank) having its Registered Office at..... do hereby undertake and agreed to pay the company to the extent of Rs. on demand stating that the amount claimed by the company is due and payable by the Bidder for the reasons of failure/negligence in performing the terms & conditions contained in the Tender by the Company and to unconditionally pay the amount claimed by the company on demand without any demur to the extent aforesaid.
2. We..... Bank agree that the company shall be the sole judge as to whether the said Bidder has failed/neglected in performing any of the terms and conditions of the said Tender or the Earnest Money is liable to be forfeited, the decision of the company in this behalf shall be final and binding on us.
3. We the said Bank further agree that the Guarantee herein contained shall remain in full force and effect up to and any claim received after the said date shall in no case bind the Bank.
4. The Company shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee or indemnity from time to time vary any of the terms and conditions of the said Tender or to extend the time of submitting the Tender by the said Bidder or to postpone any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or to forbear from enforcing any of the terms and conditions governing the said Tender or securities available to the company and the said Bank shall not be released from its liability under these presents.
5. Notwithstanding anything contained herein the liability of he said Bank under this guarantee is restricted to Rs..... and this Guarantee shall come into force from the sate hereof and shall remain in full force and effect till Unless the written demand or claim under this guarantee is made by the Company with us on or before all rights of the company under this guarantee shall cease to have any effect and we shall be relieved and discharged from our liabilities hereunder.

6. We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing and agree that any change in the constitution of the said Bidder or the said bank shall not discharge our liability hereunder.
7. This guarantee issued by Shri who is authorized by the Bank.

Signature of issuing authority with seal



Annexure I

INEGRITY PACT

Between

Coal India Limited (CIL) 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 cooperation with the international 'Non Governmental Organization' '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:-
 - i. 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.
 - ii. 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.
 - iii. The Principal will exclude from the process all known prejudiced persons.
1. If the Principal obtains information on the conduct of any of employees which is a criminal offence under the relevant Anti-Corruption Laws of India. there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and do addition can intimate disciplinary action.

Section 2 – Commitments of the Bidder/Contractor

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

- I. 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 of 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.
 - II. 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 contractors, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the in the bidding process.
 - III. The Bidder/Contractor will not commit any offence under the relevant Anticorruption 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.
 - IV. 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 Section2 or in any other form such a 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 processes. 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 transgressions, 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 a 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 section3, 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 amounts 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/Contracts/Sub-contractors

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 Sub-contractors.
3. The principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Equal treatment of all Bidders/Contracts/Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub-contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub-contractor, 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)

- i. 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.
- ii. 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.
- iii. 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 the valid interest, unrestricted and unconditional access

- to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Sub-contractor with confidentiality.
- iv. 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.
 - v. As soon as the Monitor notice, 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-bidding 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.
 - vi. 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.
 - vii. Monitor shall be entitled to compensation on the same terms as being extended to provide to Outside Expert Committee members/Chairman as prevailing with Principal.
 - viii. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, 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 Commissioner, Government of India.
 - ix. 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. Kolkata.
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

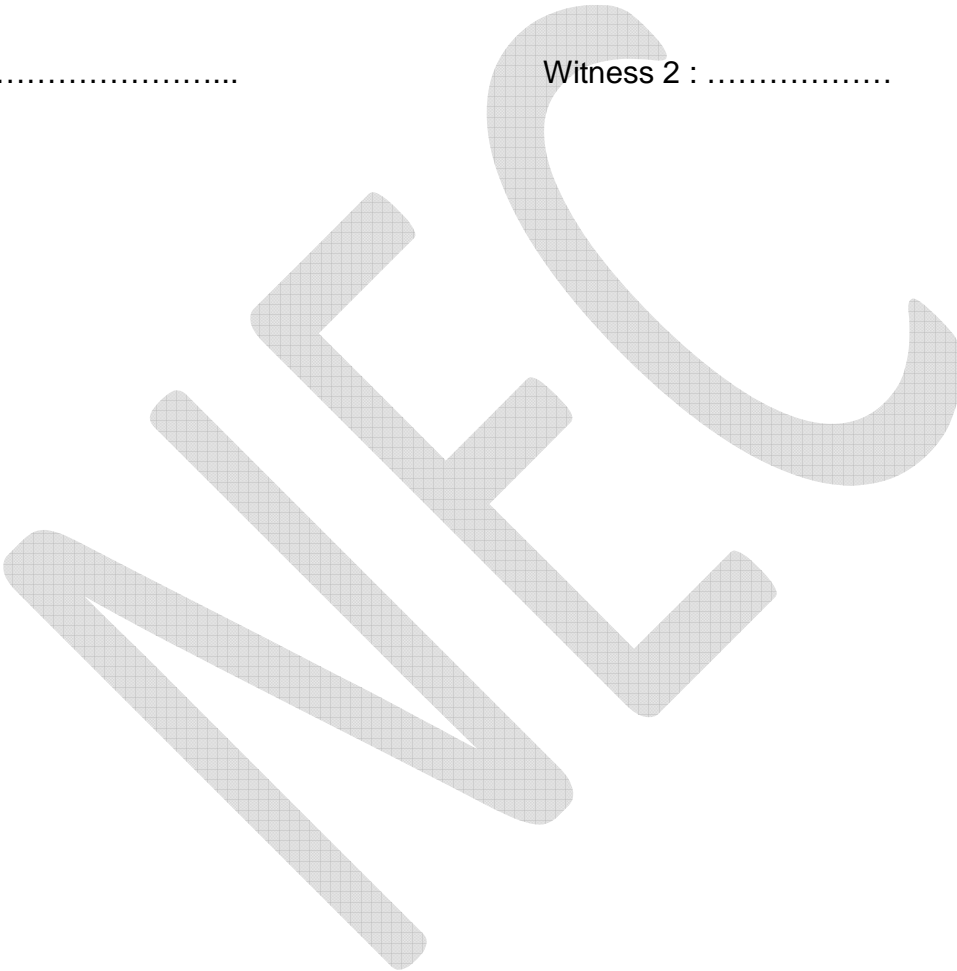
Date

.....

For the Bidder/Contractor

Witness 1 :

Witness 2 :



Annexure J

Under jurisdiction of **Guwahati** Court only.

AGREEMENT FORM

This agreement made the _____ day of _____ 200 between North Eastern Coalfields, Coal India Limited, Margherita (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:

In this agreement, works and expressions shall have the same meaning 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.

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.

The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of 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.

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- Letter of Acceptance
- Notice to proceed with the work
- Contractor's Bid
- Conditions of Contract
- Specifications
- Drawings
- Bill of Quantities and

Any other document listed in the Contract Data as forming part of the contract.

IN Witness whereof the parties thereto 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 Delivery by the said _____
In the presence of: _____
Binding Signature of Employer: _____
Binding Signature of the Contractor: _____

ANNEXURE - GTC

GENERAL TERMS AND CONDITIONS OF CONTRACT (GTC)

1. DEFINITIONS:

- i. The word "Company" or "Employer" or "Owner" wherever occurs in the conditions, means the North Eastern Coalfields, Coal India Limited Limited, Margherita, represented at the headquarters of the Company by the General Manager. or his authorised representative or any other officer specially deputed for the purpose.
- ii. The word "Principal Employer" wherever occurs, means the authorised representative or any other officer specially deputed by the Company for the purpose.
- iii. The word "contractor"/"contractors" wherever occurs means the successful Bidder/Bidders who has/have deposited the necessary Earnest Money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or company, as the case may be.
- iii. "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.
- iv. 'Accepting authority' shall mean the management of the company and includes an authorised representative of the company or any other person or body of persons empowered in this behalf by the company.
- v. A 'Day' shall mean a day of 24 hours from midnight to midnight.
- vi. 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. General Manager/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 General Manager/Designated Officer-in-charge.
- vii. The 'contract' shall mean the notice inviting tender, the tender as accepted by the company and the formal agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, schedule of quantities with rates and amounts, Schedule of work.
- viii. 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.
- ix. '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.

- x. 'Contract price' shall mean
- (a) in the case of lump sum contracts the total sum for which tender is accepted by the company.
 - (b) in the case of other types of contracts the total sum arrived at based on the individual rates quoted by the bidder 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.
- xi. 'Written notice' shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the Corporation/Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

2. **CONTRACT DOCUMENTS:** The following documents shall constitute the contract documents :

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

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

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

3. **DISCREPANCIES AND ADJUSTMENTS THERE OF:** The documents forming part of the contract are to be treated as mutually explanatory of one another.

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

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

3.3 Any difference detected in the tender/tenders submitted, resulting from :

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

The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the bidder along with other tender/tenders. Rounding off to the nearest rupee should be done in the final summary of the amount instead of in totals of various sections of schedule of quantities.

4. **SECURITY DEPOSIT:**

4.1. Security Deposit shall consist of two parts;

- a) Performance Security to be submitted at award of work and
- b) Retention Money to be recovered from running bills.

The security deposit shall bear no interest.

4.2 Performance Security should be 5% of contract amount and should be submitted within 28 days of receipt of LOA by the successful bidders 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 favor of Coal India Limited on any Scheduled Bank payable at its Branch at Margherita / Guwahati.

The bid security deposited in the form of Bank Guarantee shall be duly discharged and returned to the contractor. The bid security deposited in the form of Demand draft shall be adjusted against the security deposit.

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

- (a) at Bidder's option by a 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.

4.4 Retention Money should be deducted at 5% from running bills. Total of performance security and Retention Money should not exceed 10% of contract amount or lesser sum indicated in the bid document.

4.5 5% Performance Security should be refunded within 60 days of the completion of the work. (the date of completion of the work will be certified by the Engineer-in-charge) .

4.6 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 General Manager/Designated Officer-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. **DEVIATIONS/VARIATIONS IN QUANTITIES:**

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

5.1 The company through its General Manager/Designated Officer-in-charge 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 General Manager/Designated Officer-in-charge on behalf of the company.

Such altered or additional work, which shall form part of the original contract, shall be carried out by the contractor on the same conditions in all respects on which they agree to do the main works and at the same rate/rates as are specified in the contract.

5.2 If the additional or altered work includes any class of work for which no rate/rates is/are specified in the contract, rates for such items shall be determined by the General Manager/Designated Officer-in-charge as follows:

- a. the rate shall be derived from the rate/rates for similar or near similar class of work as is/are specified in the contract/tender, failing which
- b. the rates shall be derived from the company's prescribed schedule of rates based on which the estimate for tendering has been prepared plus or minus the percentage by which the tendered amount for the whole work quoted by the contractor is above or below the estimated amount as per the tender documents, failing which
- c. the rate shall be derived from contractor's rate claimed for such class of work supported by analysis of the rate/rates claimed by the contractor. The rate to be determined by the General Manager/Designated Officer-in-charge as may be considered reasonable taking into account percentage of profit and overhead not exceeding ten percent or on the basis of market rates, if any, prevailing at the time when work was done.

In the case of composite tenders, where two or more schedule of quantities for similar item description may form part of the contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the similar item of work in the other schedule of quantities.

However, the General Manager/Designated Officer-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 tendered 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 General Manager/Designated Officer-in-charge.

5.5 The company through its General Manager/Designated Officer-in-charge, 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 General Manager/Designated Officer-in-charge. No claim for extra charges/damages shall be made by the contractor on these grounds.

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

5.7 The re-appropriation/re-allocation of the quantities may be done with the approval of General Manager/Designated Officer-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.

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

Immediately after the contract is concluded the General Manager/Designated Officer-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 :

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 three months within the stipulated time of completion. Once the shortfall is fully made up the so withheld penalty will be released.

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

completed within the date as specified in the contract or as validly extended without stipulating any penalty.

6.4 Extension of date of completion - on happening of any events causing delay as stated here under, the contractor shall intimate immediately in writing the General Manager/Designated Officer-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 General Manager/Designated Officer-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 General Manager/Designated Officer-in-charge.

6.5 Provisional extension of time may also be granted by the General Manager/Designated Officer-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 General Manager/Designated Officer-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 General Manager/Designated Officer-in-charge is valid provided the Contractor accepts

the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to Company's right to levy compensation under the relevant clause of contract.

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

(b) For delays arising out of Force Majeure, the bidder/ contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither company nor the bidder shall be liable to pay extra costs (like increase in rates, remobilization advance, idle charges for labor 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 quotations.

7. QUALITY ASSURANCE: The contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work conforms strictly to the instructions of the Engineer-in-charge. The General Manager/Designated Officer-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 there from, along with clarifications/explanations thereof, if necessary.

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

8.1 All items of work carried out by the contractor in accordance with the provisions of the contract having a financial value shall be entered in the Measurement Book/Log Book, etc. as prescribed by the company so that a complete record is obtained of all work performed under the contract and the value of the work carried out can be ascertained and determined there from.

8.2 Measurements shall be taken jointly by the General Manager/Designated Officer-in-charge or his authorized representative and by the contractor or his authorized representative.

8.3 Before taking measurements of any work, the General Manager/Designated Officer-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 authorized 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 General Manager/Designated Officer-in-charge or by his authorized 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 General Manager/Designated Officer-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 General Manager/Designated Officer-in-charge certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed as covered by the bill/bills after deducting the amount already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the contract.

8.7 Any certificate given by the General Manager/Designated Officer-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 General Manager/Designated Officer-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. TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT:

The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract, be entitled to cancel the contract in full or in part, if the contractor

a. makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the General Manager/Designated Officer-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 General Manager/Designated Officer-in-charge, then on the expiry of the period as may be specified by the Engineer-in-charge/Designated Officer-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/Designated Officer-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 favor 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 General Manager/Designated Officer-in-charge. The Engineer-in-charge/Designated Officer-in-charge may be given a written notice, cancel the whole contract or portion of it in default.

9.1 The contract shall stand terminated under the following circumstances:

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

b. In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or re-organization, 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 General Manager/Designated Officer-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 General Manager/Designated Officer-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.

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 General Manager/Designated Officer-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 General Manager/Designated Officer-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/ DEFECT LIABILITY CERTIFICATE:

10.1 On completion of the work and notifying the same by the contractor to the General Manager/Designated Officer-in-charge, Completion Certificate shall be issued by the Engineer-in-charge/Designated Officer-in-charge only in the event the work is completed satisfactorily in every respect. Payment of final bill shall be made on completion of the contract and refund of security deposit shall, however, be made as per relevant clause of the contract.

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, skilful and orderly men to do the work. The Engineer-in-charge/Designated Officer-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.

- XI. 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/Designated Officer-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/Designated Officer-in-charge or his authorized representative 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 contract agreement.
- vii All duties, taxes and other levies payable by the contractor under the contract, or for any other cause as applicable on the last date of submission of tender shall be included in the rates, prices and the total Bid Price submitted by the bidder. All incidentals, overhead etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total bid price submitted by the bidder.

However, such duties, taxes, levies etc which is notified after the last date of submission of tender and/or any increase over the rate existing on the last date of submission of tender 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/Designated Officer-in-charge, in writing.
- xi. 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/ 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 labourer considered necessary and the company may arrange for witnessing the payment to the labourer by its representatives.
- xiii. **Insurance** - The contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any

reasons whatsoever (except for reasons which are beyond control of the contractor or act of God, e.g. flood, riots, war, earthquake, etc.) and shall at his own cost repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the contract and instructions of the Engineer-in-charge, if any :

a. The contractor shall at all times during the pendency of the contract indemnify the company against all claims, damages or compensation under the provisions of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.

b. The contractor shall ensure that the insurance policy/policies are kept alive till full expiry of the contract by timely payment of premiums and shall not be cancelled without the approval of the company and a provision is made to this effect in all the policies, and similar insurance policies are also taken by his sub-contractors if any. The cost of premiums shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.

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

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 General Manager / Designated Officer-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 under the jurisdiction of **Margherita /Guwahati court** only and as per the "law of the land".