

e-TENDER NOTICE
FOR
OVERHEAD TRANSMISSION LINE
FOR
CENTRAL COALFIELDS LIMITED
AT PURNADIH OCP, N.K. AREA, Dist. CHATRA, JHARKHAND, INDIA

NIT No:GM (NK)/EnM/eNIT/OHTL33PndkV/50

Dated: 28.12.2016

1. Digitally signed and encrypted e-Tenders are invited under two cover system on the website <https://www.coalindiatenders.nic.in> from the reputed and experienced contractors for the following work:

<u>Description of work</u>	<u>Location</u>	<u>Estimated Value</u> ₹	<u>Earnest Money Deposit</u> ₹	<u>Period of Completion (In Days)</u>
Planning, Designing, Engineering, Construction, Fabrication, Supply, Erection, Installation, Commissioning and Testing of 33kV Overhead transmission line from New KDH Sub-Station to Purnadih OCP consisting of all Civil, Structural, Electrical works and all other accessories and facilities required to make it complete in all respects on turnkey basis.	Purnadih OCP of N.K. Area, Dakra CCL (located in District - Chatra, Jharkhand)	42,05,426.00	42,100.00	180 Days

Note: The bid documents(detailed qualification requirement, bid security, tender notice and complete tender documents including terms and condition of works) will be available on the website(s) <https://www.coalindiatenders.nic.in> and Tender Notice shall be available at websites www.centralcoalfields.in /CPP Portal www.eprocure.gov.in and can be downloaded by the bidder up to the bid submission end date. There is no Application Fee.

In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL (<https://coalindiatenders.nic.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. The Digital Signature Certificates have to be obtained for CIL/Subsidiary users from any agency authorized by CCA (Controller of Certifying Authority), Govt. of India. The bidders will have to obtain the Digital Signature Certificate from any certifying agency which is authorized by CCA (Controller of Certifying Authority) of Govt. of India which can be traced up to the chain of trust to the root certificate of CCA.

The total scope of supply and works shall be split up into two contracts – one covering the supply part and the other covering the works & services part. Both contracts will contain a cross fall breach clause specifying the breach of any one contract will also constitute breach of the other contract and the whole contract combined.

2. Time Schedule of Tender

<u>Sl. No.</u>	<u>Particulars</u>	<u>Date</u>	<u>Time</u>
1.	Tender e-Publication date	31.12.2016	1100 Hrs
2.	Document download start date	31.12.2016	1100 Hrs
3.	Document download end date	17.01.2017	1700 Hrs
4.	Bid Submission start date	02.01.2017	1100 Hrs
5.	Bid submission end date	17.01.2017	1700 Hrs
6.	Start date for seeking Clarification on-line	31.12.2016	1100 Hrs
7.	Last date for seeking Clarification on-line	07.01.2017	1700 Hrs
8.	Date of Pre-bid Meeting	-----	-----
9.	Date of Bid Opening	19.01.2017	1100 Hrs

SECTION – I

DETAILED TENDER NOTICE

e-TENDER NOTICE
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3. **Earnest Money Deposit (EMD):**

3.1 The bidder will have to submit EMD through ONLINE mode only.

In Online mode the bidder can make payment of EMD either through net-banking from designated Bank/s or through NEFT/ RTGS from any schedule Bank. In case of payment through net-banking the money will be immediately transferred to the designated Bank Account of CCL. In case of payment through NEFT/ RTGS the bidder will have to make payment as per challans generated by the system on e- procurement portal and will have to furnish online the UTR Numbers before submission of bid. Bidder will be allowed to submit his/ her bid only when the EMD is successfully received in CCL bank account and the information flows from bank to e- procurement system.

In case of exemption of EMD the scanned copy of document (attested by Notary public) in support of exemption will have to be uploaded by the bidder during bid submission. However, this option is to be enabled only in those cases where the exemption of EMD to some bidders is allowed as per NIT.

3.2 Other bidders (other than L-1) should submit copy of the receipt/UTR No. when asked for after declaration of L-1 to facilitate refund of EMD.

3.3 The bidders should submit MANDATE FORM for e-Payment along with EMD as per the format given in the bid document.

3.4 **EMD Refund:**

a. If EMD is paid by the bidder in online mode (Direct Debit/NEFT/RTGS) then the EMD of rejected bidders will be refunded at any stage directly to the account from where it had been

received (except the cases where EMD is to be forfeited).

- b. No claim from the bidders will be entertained for non receipt of the refund in any account other than the one from money is received.
- c. If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason then it will be paid through conventional system of e-payment. For this purpose, if required, tender inviting authority will obtain the mandate form from the bidder.
- d. In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.
- e. If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender.
- f. The EMD of successful bidder (on Award of Contract) will be retained by CIL/Subsidiary (CCL) and will be adjusted to Performance Security Deposit.

4. **Pre-bid Meeting: (Deleted)**

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

Non-attendance of pre-bid meeting will not be a cause for disqualification of the bidder and it shall be presumed that the bidder does not require any clarification. The purpose of the pre-bid meeting will be to clarify issues.

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

6. **Eligibility Criteria:**

A. Work Experience:

The Intending bidder must have in its name or proportionate share as a member of Joint Venture experience of having successfully **completed similar** works, as a prime contractor, during last 7(seven) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) should be any of the following :

Three similar **completed works** each costing not less than the amount equal to 40% of the estimated cost put to tender.

Or

Two similar **completed works** each costing not less than the amount equal to 50% of the estimated cost put to tender.

Or

One similar **completed work** costing not less than the amount equal to 80% of the estimated cost put to tender.

The definition of similar works shall be work related to design, supply, erection, construction, installation, testing and commissioning of 33 kV overhead transmission line(consisting of all civil, structural, electrical works and all other accessories and facilities required to make it complete in all respects) with Valid H.T. Electrical contractor license of any state but in the event of work being awarded; the bidder will have to obtain the contractor license before execution of agreement from Jharkhand for working in respective state.

Experience for those works only shall be considered for evaluation purposes, which match eligibility requirement stipulated above, on or before the last day of month previous to one in which tender has been invited(publication date of NIT). The experience of incomplete/ongoing works as on last date of eligibility period will not be considered for evaluation. If the referred work includes construction as well as maintenance after construction, the experience of such work may be considered as 'acceptable' if the construction part is completed as on the last date of 'eligibility period', even if maintenance work is ongoing, and the certificate issued clearly stipulates the same .

In all the above cases, while considering the value of completed works, the full value of completed work be considered whether or not the date of commencement is within the said 7(seven) years period.

Cost of previous completed works shall be given a simple weightage of 5% per year to bring them at current price level, while evaluating the qualification requirement of the bidder. Such weightage shall be considered after end date of completion. Updating will be considered for full or part of the year (total no. of days / 365) i.e. considering 365 days in a year, till the last day of month previous to one in which bid has been invited.

In case the bidder is not a prime contractor, but a sub-contractor, the bidder's experience as sub-contractor will be taken into account, against suitable document that the contract in support of qualification is a sub-contract in compliance with the provision of such sub-contracts in the original contract awarded to prime contractor. The document may be issued by owner/Govt. department on behalf of the owner.

Note:

1. Joint Venture shall be allowed for participation in the bid with estimated cost above Rs. 5.0 Crores.

The above qualification criteria shall be fulfilled by JV in the following manner.

The qualifying criteria parameter e.g. experience of the individual partners of the J.V will be as deliberated hereinafter towards fulfillment of qualification criteria related to experience.

a) In case of completion of single work of similar nature costing, not less than the amount equal to 80% of the estimated cost put to tender:-

Any of the JV partner shall have the experience of having completed successfully a single work of similar nature equal to 80% of the estimated cost put to tender.

Or

b) In case of completion of two works of similar nature each costing not less than the amount equal to 50% of the estimated cost put to tender :-

i) Any one partner can match the above requirement.

Or

ii) At least two partners should each have completed at least one work of similar nature each costing not less than the amount equal to 50% of the estimated cost put to tender.

Or

c) In case of completion of three works of similar nature, each costing not less than the amount equal 40% of the estimated cost put to tender:

i) Any one partner can match the above requirement.

Or

ii) Any two partners shall match the above requirement through completion of at least one work of similar nature each costing not less than the amount equal 40% of the estimated cost put to tender:-

Or

- iii) All the three partners shall match the above requirement through completion of at least one work of similar nature each costing not less than the amount equal 40% of the estimated cost put to tender.

However, during fulfillment of any of the above criteria one of the partners, who is the lead partner shall have:

- i) More than 50 (fifty)% share in J.V. and
- ii) Experience of having completed successfully a single work of similar nature equal to at least 40% of estimated cost put to tender

Data to be furnished by the Bidders:

- i. Start date & end date of each qualifying experience (similar nature)
- ii. Work order Number /Agreement Number of each experience
- iii. Name & address of Employer/Work Order Issuing authority of each experience
- iv. Percentage (%) share of each experience (100% in case of an Individual/ proprietorship firm or a partner in a partnership firm and the actual % of share in case of a Joint Venture/Consortium).
- v. Executed Value of work against each experience
- vi. In case the bidder is a Joint Venture, work experience as above may be furnished as the work experience of the bidder.

Scanned copy of documents to be uploaded by bidders (Confirmatory Document):

For work experience bidders required to submit Satisfactory Work Completion Certificate issued by the employer against the Experience of similar work containing all the information as sought on-line. In case of Sub-contractor suitable document as per provision of eligibility, if applicable

B. Financial Turnover:

Average annual financial turnover during the last 3 (three) years ending 31st March of the previous financial year should be at least 30% of the estimated cost.

(The "Previous Financial Year" shall be computed with respect to the e-Publication date of NIT).

Data to be furnished by Bidders:

- i. Annual turnover of each of the last 3 years ending 31st March of the previous financial year.
- ii. Name of the Chartered Accountant issuing the Profit and Loss A/c or the Turnover certificate.
- iii. Membership Number of the CA
- iv. In case the bidder is a Joint Venture, the turnover of the individual partners of the JV will be added together for each financial year and is to be furnished as the turnover of the bidder for that particular financial year.

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):

Financial Turnover certificate issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by bidder on- line.

- C. **Permanent Account Number:** The bidder should possess a permanent account number issued by Income tax Department.

Data to be furnished by Bidder on-line:

Confirmation in the form of YES/NO regarding possessing of PAN

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):

PAN CARD Of the bidder.

- D. VAT/Sales Tax Registration:** The bidder should possess a VAT/ Sales Tax Registration issued by Sales Tax department of any Indian State/UT.

Data to be furnished by Bidder on-line:

Confirmation in the form of YES/NO regarding possessing of VAT/Sales Tax Registration.

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT)

VAT/ Sales Tax Registration Certificate

E. Service Tax (Not Applicable for Exempted Services)

The bidder should be either a Small Service Provider and exempted for service tax registration and/or exempted from payment of service tax but a Body Corporate

OR

Small Service Provider and exempted for service tax registration and/or exempted from payment of service tax but not a Body Corporate

OR

A Body Corporate

OR

Other than above three categories

In respect of the above eligibility criteria the bidder is required to furnish the following information online:

- i). Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT with respect to Service Tax status of the bidder.

Scanned copy of documents to be uploaded by bidders in support of information/declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document

Any one of the following documents depending upon the status w.r.to Service Tax as declared by Bidder in the BOQ sheet:

- a). Status : Small Service Provider and exempted from Service Tax Registration and/or exempted from payment of Service Tax but a Body Corporate :

Document:

1. A Certificate from a practicing Chartered Accountant having a membership number that the bidder is a Small Service Provider and exempted for Service Tax Registration and/or exempted from payment of Service Tax and
 2. The Certificate of Incorporation
- b) Status: Small Service Provider and exempted from Service Tax Registration and/or exempted from payment of Service Tax but not a Body Corporate:

Document: A Certificate from a practicing Chartered Accountant having membership number that the bidder is a Small Service Provider and exempted for Service Tax Registration and/or exempted from payment of Service Tax.

- c) Status: A Body Corporate:

Document: Service Tax Registration Certificate issued by Central Excise and Custom Department, Govt. of India.

- d). Status: Other than above three categories:

Document: Service Tax Registration Certificate issued by Central Excise and Custom Department, Govt. of India.

[In case of JV a Certificate from a practicing Chartered Accountant having membership number confirming the status of JV w.r.to Service Tax]

Note: In case the work/service is awarded to a Joint Venture participating in the tender they

have to submit VAT, PAN and Service Tax registration (as applicable in the tender and for the bidder status) etc. on the name of the Joint Venture after Award of Work/Service at the time of execution of agreement/ before the payment of first running on account bill

F. General Essential Requirements for both Services and Works :

In order to qualify in the tender the bidders have to accept the following conditions:

- i. All the Terms and Condition of the NIT and Tender Document Unconditionally on line in the form of User Portal Agreement.
- ii. Expected values of each of the General Technical Evaluation(GTE) items
- iii. To upload online the scanned copy of documents, as specified in the NIT for evaluation by Tender Committee as per the checklist given in the NIT.

Data to be furnished by Bidder on-line:

- i. Confirmation in the form of **Agree/Disagree** for accepting user portal agreement
- ii. Confirmation in the form of **Yes/No** for each GTE item.

7. Methodology of Submission of Bid And Its Evaluation:

- a. In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL i.e. <https://coalindiatenders.nic.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. If the bidder is an individual person then he should register himself under "Individual" category and if the bidder is a partnership firm/ Joint venture/ Company then registration should be under "Corporate" category. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person.
- b. The bidders have to accept unconditionally the online **User Portal Agreement** which contains the acceptance of all the Terms and Conditions of NIT along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be accepted.
- c. **General Technical Evaluation:** The bidder has to fulfill /comply with all the terms of 'General Technical Evaluation' (GTE).
- d. **Letter of Bid:** The format of Letter of Bid (as given in the NIT) 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.

The Letter of bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Letter of Bid (LoB) bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the Letter of Bid.

If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid will be rejected.
- e. **Confirmatory Documents:** All the confirmatory documents as enlisted in the NIT in support of online information submitted by the bidder are to be uploaded in cover-I by the bidder while submitting his/her bid.
- f. **Price bid:** The Price bid containing the Bill of Quantity (BOQ) will be in .xls format (password protected) and will be uploaded during tender creation. This will be downloaded by the bidder

and he will quote the rates for all items on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in Cover-II. The bidder will have to quote for all the tendered items and the L-1 will be decided on overall quoted value (i.e. Cost to company). The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

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

The bidder shall upload their bids along with all the supporting documents in the e-Procurement portal within the stipulated date of tender submission.

9. **Tender Status:**

It will be the bidder's responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract. Additionally, information shall also be sent by system generated e-mail and SMS at nodal points (Date of bid opening, Requisition for Clarification on Confirmatory document from L-1 bidder, award of work etc.). No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of Confirmatory documents within prescribed time. The Tender Status will be in public domain and anyone visiting the site can view it by identifying the tender.

10. 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, CCL / CIL 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.

11. In cases where the number of bids received are less than three, the tender submission date will be extended initially by two days and thereafter by five days automatically by the system.

12. **Opening of bids:**

Tender (Cover-I and Cover-II) will be decrypted and opened online by the "Bid Openers" with their Digital Signature Certificates on the prescheduled date & time of Tender Opening.

13. **Tender/Tender-cum-Auction evaluation: (Applicable for Tenders with estimated value of Rs 1 crore and above)**

- a. After opening of the tender on the scheduled date & time of opening, the system will automatically evaluate the particulars as contained in the GTE. Reverse Auction will be initiated after opening of price bid. Only those bidders will be allowed to participate who have bid in the tender. There will be no participation fees for e-Reverse Auction. The auction will be initiated with the L-1 /Start bid price. A decrement amount will be indicated in the auction sheet. The bidder, if interested, may quote his cost decreasing by the amount of 'decremented value' (approx. 0.5% of the Start bid price) or in multiple of the decrement amount within the time mentioned in the auction sheet.
- b. The L-1 bidder after the reverse auction has to upload the Break-up of cost to company Prices in the confirmatory documents. The detailed Break-up of offered cost to company price, uploaded by the bidder shall be considered and order, if placed, shall be with the same break-up of prices. The L-1 bidder after reverse auction will be responsible to ensure that the cost to company rate as per the break-up of prices provided by him after the reverse auction and the L-1 cost to company rate offered by him in the reverse auction is exactly same, otherwise it may be treated as defaulter and will attract penal action. While giving the break-up, the bidder will have to consider same rate of taxes and duties as quoted while submitting the e-price bid. In case the L-1 bidder fails to submit the break-up of cost to company price within stipulated period, the Company will be at liberty to place order on the basis of the breakup of the e-price

bid submitted by the bidder along with the initial offer and the same will be binding on the bidder.

- c. Initial period of reverse auction will be **two hours**. There will be auto extensions of time every time by ten minutes in case of any reduction recorded in the last ten minutes. The reverse auction will come to a close only when there is no further reduction recorded in the last ten minutes slot.
- d. Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. This would be visible to all concerned.
- e. System protects bid and bidder information till auction gets over and displays current L-1 price to the bidder in auction hall/sheet.
- f. System provides bidder details along with bid documents at the end of reverse auction process.
- g. The log details of the entire reverse auction process will be generated by the system once the process of reverse auction is completed.
- h. If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the price bid shall be considered as the valid price of that bidder. The status of the bidder (L-1, L-2 etc.) shall be evaluated considering either the bid price submitted in Reverse auction or the Price quoted in the price bid, whichever is lower.
- i. Only the chronologically last bid submitted by the bidder till the end of the auction shall be considered as the valid price bid of that bidder. Any bid submitted earlier by the bidder prior to submission of his last bid will not be considered as the valid price bid.
- j. On expiry of the closing of the auction, the bid history showing all the last valid bids offered along with name of the bidders shall be published. All bidders shall have the facility to see and get a print of the same for their record.
- k. All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by that bidder and acceptance of the same by CIL will form a binding contract between CIL and the bidder for entering into a contract.
- l. Conditional discounts shall not be considered. If a bidder offers a discount unilaterally after submission of bid, the discount shall not be considered for evaluation of offers but shall be availed if order is placed on such tenderer.
- m. If the lowest price received during reverse auction is unreasonable or it is unacceptable on ground of being too high or too low compared with estimated price, the management reserves right to seek justification of the price from lowest bidder. If the price is not considered reasonable, management may not accept such bid and go for another tender process.
- n. In case of disruption of service at the service provider's end while the Reverse Auction Process (RAP) is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP process will start all over again. In such a situation, the last recorded lowest price of prematurely ended RAP, will be the 'Start Bid' price for the restarted RAP. The prices quoted in the prematurely ended RAP will be binding on all the bidders for consideration, if the restarted RAP does not trigger within the stipulated time.

Disruption and restarting of RAP shall be intimated to all the bidders through system/ SMS/ e-mail through e-procurement portal. All the time stipulations of normal RAP will be applicable to the restarted RAP.

14. After opening of the bids, GTE, BOQ and all other documents uploaded by the eligible bidders get opened (and on completion of RAP for tenders with estimated value of Rs 1crore and above) , a comparative statement of prices will be generated by the system.
15. The supporting documents of the **L-1 bidder only**, shall be downloaded for evaluation by the Tender Inviting Authority.

In case the Tender Committee finds that there is some deficiency in uploaded documents by L-1 bidder then the same will be specified online by Evaluator clearly indicating the omissions/ shortcomings in the uploaded documents and indicating start date and end date allowing 10 days (10 x 24 hours) time for online re-submission by L-1 bidder. The L-1 bidder will get this information on their personalized dash board under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder will upload the **scanned copy** of all those specified documents **duly attested by notary public** in support of the information/ declarations furnished by them online within the specified period of 10 days. If the L-1 bidder fails to submit the specified document/s in 10(ten) days, 10 more days (10 x 24 hours) of time may be given by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date for submission of such document/s.

In case the L-1 bidder submits requisite documents online as per NIT, then the bidder will be considered eligible for award of Contract.

- 16.** If the techno-commercial acceptability of L-1 bidder is established upon verification of the uploaded documents and short-fall documents if any, the case shall be considered by the tender committee for further decision.

No additional time will be allowed to the bidder for on-line submission of documents. The tender will be evaluated only on the basis of documents uploaded by L-1 bidder online. The L-1 bidder is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.

In case the L-1 bidder submits requisite documents online as per NIT, then the bidder will be considered eligible for award of contract.

In case the L-1 bidder fails to submit requisite documents online as per NIT or if any of the information/ declaration furnished by L-1 bidder online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, then Documents will be asked from L-2 bidder. This process will continue sequentially till techno-commercially acceptable L-1 is established.

In case of defaulting bidders, Penal action will be taken as per table mentioned below.

It will be the responsibility of L-1 Bidder to upload legible/clearly readable scanned copy of all the required documents as mentioned above.

The following penalties shall be imposed on the defaulting bidders:

Sl.	Situation	Penal Provisions
(i)	L-1 bidder is a defaulter.	100% of EMD amount is forfeited.
(ii)	Failure to submit offline EMD in the form of B.G.	In case of failure to submit original BG (offline submission of EMD) within 7 days, bidder will be debarred for 1 Year.
(iii)	L-1 bidder happens to be defaulter in 2 tenders issued by the same Tender Inviting Authority within a span of 1 year.	If the bidder defaults in two tenders under same Tender Inviting Authority in a span of one year, 100% of EMD amount of 2 nd tender, is forfeited.

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Note: * The penal provisions will be squarely applicable to all those firms whose documents are examined on account of treating them as L1 successively.

17. Scanned copy of documents to be uploaded by bidders (Confirmatory Document) :

The bidders will upload the scanned copy of the following specified documents duly attested by notary public in support of the information/ declarations. However, the affidavit may be scanned and uploaded as it is, without any additional self-certification and attestation by Notary public.

SI No	Eligibility Criteria	Information to be furnished by bidder on line	Scanned copy of documents duly attested by Notary Public, to be uploaded by bidders in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document
1	<p>THE WORK EXPERIENCE :</p> <p>The Intending bidder must have in its name or proportionate share as a member of Joint Venture experience of having successfully completed similar works, as a prime contractor, during last 7(seven) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) should be any of the following :-</p> <p>Three similar completed works each costing not less than the amount equal to 40% of the estimated cost put to tender.</p> <p>Or</p> <p>Two similar completed works each costing not less than the amount equal to 50% of the estimated cost put to tender.</p> <p>Or</p> <p>One similar completed work costing not less than the amount equal to 80% of the estimated cost put to tender.</p> <p>In case the bidder is not a prime contractor, but a sub-contractor, the bidder's experience as sub-contractor will be taken into account, against suitable document that the contract in support of qualification is a sub-contract in compliance with the provision of such sub-contracts in the original contract awarded to prime contractor. The document may be issued by owner/Govt. department on behalf of the owner.</p> <p>In case the bidder is not a prime contractor, but a sub-contractor, the bidder's experience as sub-contractor will be taken into account, against suitable document that the contract in support of qualification is a sub-contract in compliance with the provision of such sub-contracts in the original contract awarded to prime contractor. The document may be issued by owner/Govt. department on behalf of the owner.</p>	<ol style="list-style-type: none"> 1. Start & end date of each qualifying experience (similar nature) 2. Work order/Agreement Number of each experience 3. Work Order Issuing authority of each experience 4. % share of experience (100% in case proprietor or a partner in a partnership firm or the actual % of share in case of a Joint Venture/Consortium). 5. Executed Value of work against each experience 	<p>For work experience bidders required to submit Satisfactory Work Completion Certificate issued by the employer against the Experience of similar work containing all the information as sought on-line. In case of Sub-contractor suitable document as per provision of eligibility, if applicable.</p> <p>Work order, BOQ and/or TDS may be sought during clarification or along with deficient documents.</p>
2	<p>FINANCIAL TURNOVER:</p> <p>Average annual financial turnover during</p>	<ol style="list-style-type: none"> 1. Annual turnover of the last 3 financial years 	<p>Financial Turnover certificate for last 3 (three) financial years issued by a</p>

	<p>the last 3 (three) years ending 31st March of the previous financial year should be at least 30% of the estimated cost.</p> <p>(The "Previous Financial Year" shall be computed with respect to the e-Publication date of NIT).</p>	<p>ending 31st March of the previous financial year.</p> <p>2. Name of the Chartered Accountant issuing the Profit and Loss A/c or the Turnover certificate.</p> <p>3. Membership Number of the CA</p>	<p>Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India.</p> <p><i>(In case of JV, turnover certificate for each individual partner of JV)</i></p>
3	<p>SERVICE TAX (Not Applicable for Exempted Services)</p> <p>The bidder should be either a Small Service Provider and exempted for service tax registration and/or exempted from payment of service tax but a Body Corporate</p> <p>OR</p> <p>Small Service Provider and exempted for service tax registration and/or exempted from payment of service tax but not a Body Corporate</p> <p>OR</p> <p>A Body Corporate</p> <p>OR</p> <p>Other than above three categories</p>	<p>1. Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT with respect to Service Tax status of the bidder</p> <p>2. Status of the bidder in the BoQ excel sheet being uploaded by the bidder during bid submission as per previous column.</p>	<p>Any one of the following documents depending upon the status w.r.to Service Tax as declared by Bidder in the BOQ sheet:</p> <p>a). Status : Small Service Provider and exempted from Service Tax Registration and/or exempted from payment of Service Tax but a Body Corporate :</p> <p>Document: 1.A Certificate from a practicing Chartered Accountant having a membership number that the bidder is a Small Service Provider and exempted for Service Tax Registration and/or exempted from payment of Service Tax and</p> <p>2. The Certificate of Incorporation</p> <p>b). Status: Small Service Provider and exempted from Service Tax Registration and/or exempted from payment of Service Tax but not a Body Corporate:</p> <p>Document: A Certificate from a practicing Chartered Accountant having membership number that the bidder is a Small Service Provider and exempted for Service Tax Registration and/or exempted from payment of Service Tax.</p> <p>c) Status: A Body Corporate:</p> <p>Document: Service Tax Registration Certificate issued by Central Excise and Custom Department, Govt. of India.</p> <p>d) Status: Other than above three categories:</p> <p>Document: Service Tax Registration Certificate issued by Central Excise and Custom Department, Govt. of India.</p> <p><i>[In case of JV a Certificate from a practicing Chartered Accountant having membership number confirming the status of JV w.r.to Service Tax]</i></p>
4	LEGAL STATUS OF THE BIDDER	<p>Confirmation in the form of Yes/No for possessing the supporting documents</p>	<p><u>Any one of the following document:</u></p> <p>1. Affidavit or any other document to prove proprietorship/Individual status of the bidder.</p> <p>2. Partnership deed containing name of</p>

			<p>partners</p> <p>3. Memorandum & Article of Association with certificate of incorporation containing name of bidder.</p> <p>4. Joint Venture agreement containing name of partners and lead partner, Power of Attorney to the Lead Partner and share of each partner.</p>
5	VALID PERMANENT ACCOUNT NUMBER (PAN)	Confirmation in the form of Yes/No for possessing the supporting documents	<p>PAN card issued by Income Tax department, Govt. of India</p> <p><i>(In case of JV, PAN card for each individual partner of JV)</i></p>
6	VALID DIGITAL SIGNATURE CERTIFICATE	Confirmation in the form of Yes/No for possessing the supporting documents	<p>If the bidder himself is the DSC holder bidding on-line then no document is required.</p> <p>However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder</p>
7	VALID VAT / SALES TAX REGISTRATION ON WORKS CONTRACT (Applicable for Works Contract)	Confirmation in the form of Yes/No for possessing the supporting documents	<p>VAT/Sales Tax Registration Certificate on works contract from any Indian State/UT</p> <p><i>(In case of JV, VAT/S.T. Registration certificate for each individual partner of JV)</i></p>
8	VALID ELECTRICAL LICENSE (For Electrical works only)	Confirmation in the form of Yes/NO for possessing the supporting documents	<p>Valid Electrical Contractor's License issued by Electrical Licensing Board/Authority of any Indian State/UT, in accordance with IE Rule-45.</p> <p><i>(In case the bidder is a Joint Venture, atleast one partner of JV should possess the valid Electrical Contractor's License issued by Electrical Licensing Board/Authority of any Indian state, in accordance with IE Rule-45.)</i></p>
9	Integrity Pact (if applicable) for works above Rs 500 Lakhs or value as decided by CCL	Confirmation in the form of Yes/NO for submission of the supporting documents	<p>Duly signed and witnessed integrity pact as per Performa of bid document. In case of JV, undertaking shall be signed by all the partners.</p>
10	Document to support Additional information of Section-3.		
11	An undertaking regarding genuineness of the information furnished by him on-line and authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility, as per the format given in Section 3		
12	Any other document to support the qualification information as submitted by bidder on-line.		
	Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.		

18. The AOC /Work Order to the techno-commercially established and accepted L-1 bidder will be issued and the scanned copy of the AOC/ Work Order will be uploaded on the e-Procurement portal and simultaneously the original copy will be sent to the bidder through registered/speed post.

19. 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 Ltd./Private Ltd. company or any legal entity. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

20. Cost of Bidding:

The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible or liable for those costs.

21. The tenderer shall closely study all specifications in detail, which govern the rates for which he is tendering.

22. Currencies of Bid and Payment:

The unit rates and prices shall be quoted by the Bidder entirely in **Indian Rupees (INR)/** only.

23. Period of Contract: The contract will be for 180 days from the date of issue of order or the date of execution of agreement, whichever is later.

24. On completion of the contract all items/materials of the Company and possessed by the contractor during operation, if any, must be returned/ handed over to the Company/employer and the contractor shall intimate officially of having completed the contract as per agreement.

25. Change in Constitution of the Contracting Agency:

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

26. Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.

27. The Bidder, who's Bid has been accepted, will be notified of the award on-line and also by registered post by the employer prior to expiration of the bid validity period. The successful bidder will get the information regarding award of work on their personalized dash-board on-line. On receipt of Letter for Acceptance (LOA)/Order issued by the Company, the successful tenderer shall execute **contract agreement** in the company's prescribed form (Section-6) for the due fulfilment of the contract.

28. Bid Validity:

The validity period of the tenders shall be **120 (One Hundred twenty) days** from the **end date of bid submission**.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The employer's 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/ EMD (if submitted in the form of BG) for the period of extension.

The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to take action as per clause No.29 (Modification and Withdrawal of Bid) of NIT.

29. Modification and 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 online as many times as he may wish.

Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender. For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

1. the EMD will be forfeited and
2. the bidder will be debarred for 1(One) year from participating in tenders in CIL/Subsidiary.

The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:

- i). If the bidder withdrawing his bid is other than L 1, the tender process shall go on.
- ii). If the bidder withdrawing his bid is L-1, then re-tender will be done.

Note:

In case of above, a letter will be issued to the bidder by Tender Inviting Authority with the approval of Tender Accepting Authority (in case Board is Tender Accepting Authority then with the approval of CMD), stating that the EMD of bidder is forfeited, and this bidder is debarred for one year from participating in tenders in CIL/Subsidiary. This letter will be circulated to all Areas and CIL/Subsidiary HQ. and the updated list will be maintained by all Tender Inviting Authority/Evaluators.

Penal action against clauses above will be enforced from the date of issue of such order.

- iii) The standard operating procedure to handle withdrawal of bid after end date of submission is shall be as follows:

Standard Operative Procedure (SOP) for managing the cases of Withdrawal of Bids in e-Procurement System of CIL/Subsidiary

I. The Mode of Withdrawal:

A. Online Withdrawal of Bids:

- a. The system of online withdrawal is available on the portal up to end date of bid submission, where any bidder can withdraw his/her bid which will attract no penal action.
- b. The system of online withdrawal beyond end date of bid submission and till award of contract is **not** available. The bidder can withdraw their bid only offline, which may be considered except for some exceptional cases as mentioned in clause below, either with or without imposition of penalty.

B. Offline Withdrawal of Bids :

- a. A partner of bidder(in case of JV and partnership firms) whose DSC is registered on the e-Procurement portal can access the portal for online withdrawal but when there is a split in the business relationship, the partners whose DSC is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners may opt to use offline method of withdrawal of his/her offer (or express his disassociation from the bidder organization).
- b. Offline withdrawal of bid, beyond end date of bid submission and till award of contract, may be considered by the tender committee.

II. Acceptance of withdrawal by Tender Committee:

Every case of withdrawal under Clause I-(A)(b) and Clause I-(B) shall be put up to Tender Committee for deliberation and further course of action.

The decision of Tender Committee will be binding on the tenderer.

30. The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.
31. This Tender Notice shall be deemed to be part of the Contract Agreement.

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

33. Any addendum/corrigendum/date extension etc. in respect of this tender shall be issued on our website <https://coalindiatenders.nic.in> only. No separate notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.

34. Integrity Pact & Independent External Monitors:

Central Coalfields Limited (CCL) has entered into an M.O.U with M/S. Transparency International India for implementation of integrity pact for tenders valuing 5 crore and above. The integrity pact document to be signed by the bidders is enclosed in Section-6. This integrity pact is deemed to have been signed by CCL authorities and a copy may be downloaded by the bidder for their record. Submission of integrity pact document duly signed, stamped and accepted is mandatory for this tender. Therefore, the bidders are advised to scan and submit the integrity pact document duly signed, stamped and accepted with signatures of two witnesses, mentioning the tender no. and date.

In case this is not submitted along with the tender, the tender may be considered as unresponsive and may not be considered further for evaluation.

Names and addresses of independent external monitors is as under:

1. Name, Address Ph. No.: +91-xx-xxxx, Cell No.: xxxxxxxx. e-Mail Id: xxxx@xxxx.com;	2. Name, Address Ph. No.: +91-xx-xxxx, Cell No.: xxxxxxxx. e-Mail Id: xxxx@xxxx.com;
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35. 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 tenderers or accept the tender in part and not in its entirety. The Company/employer will follow the seniority order as mentioned in the letter of Jt. Director (Emp) vide No. 2112/SA/CMPDIL/2013/Jharkhand/2672/2863/2867/Emp dated 06th Aug 2013, if and when required/applicable.

36. 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.

Tender Inviting Authority
Staff Officer (E&M), NK Area
 CCL, Ranchi,
 PIN: 829210.

SECTION - 2

INSTRUCTIONS TO BIDDERS

1. SCOPE OF BIDDER

1.1 The Central Coalfields Limited (referred to as Employer in these documents) invites bids for the work(s) on Turnkey basis as mentioned in the Bid Notice. The Bidders should submit Bids for all the works mentioned in the Notice.

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

1.3 The total scope of supply and works & services shall be split into two contracts—one covering the supply part and the other covering the works & services part. Both contracts will contain a cross fall breach clause specifying the breach of any one contract will also constitute breach of the other contract and the whole contract combined.

2. ELIGIBLE BIDDERS

2.1 The Invitation for Bid is open to all Bidders including an individual, proprietorship firm, partnership firm, company registered under Companies Act, any legal entity or joint ventures. The bidders shall be eligible to participate only if they fulfill the qualifying/eligibility criteria specified in e-tender Notice and at Clause 6.

2.2 A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works shall not be eligible to Bid.

2.3 Joint Venture:- Two or three companies/ contractors may jointly undertake contract/contracts. Each entity will be jointly and severally responsible for completing the task as per the contract (applicable for bids with estimated cost above Rs.5.0 crores).

Joint Venture details :

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

1. Lead partner
2. Partner
3. Partner

Joint Venture must comply the following requirements:

- i) Minimum qualification requirements for Joint Venture
 - a) The qualifying criteria parameter e.g. experience of the individual partners of the J.V will be as deliberated under cl.6A of e-tender notice towards fulfillment of qualification criteria related to experience.
 - b) The qualifying criteria parameter e.g. financial resources (turnover and working capital) of the individual partners of the J.V. will be added together, for the relevant period, and the total criteria should not be less than as deliberated under cl.6(B) of e-tender notice towards fulfillment of qualification criteria related to financial turnover.
- ii) The formation of joint venture or change in the Joint Venture character/ partners after submission of the bid and any change in the bidding regarding Joint Venture will not be permitted.

iii) The bid, and in case of a successful bid - the agreement, shall be signed so as to legally bind all partners jointly and severally and any bid shall be submitted with a copy of the Joint Venture Agreement providing the joint and several liabilities with respect to the contract.

iv) The pre-qualification of a Joint Venture does not necessarily pre-qualify any of its partners individually or as a partner in any other Joint Venture or association. In case of dissolution of a Joint Venture, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.

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

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

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

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

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

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

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

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

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

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

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

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

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

2.5 The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and ITB, including General and Special Terms & Conditions, technical specifications, other conditions, if any, along with on-line undertaking in

support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the bidder on-line in order to become an eligible bidder.

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

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

3. QUALIFICATION OF THE BIDDER

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

3.2 If the employer has not undertaken pre-qualification of potential bidders, all bidders shall fulfill the eligibility / qualifying criteria as detailed at point 6 & 7 of e-tender Notice. In addition the bidders shall also fulfill technical requirements to make them eligible for award of contract. Such details shall be submitted as deliberated at e-tender Notice.

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

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

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

4. ONE BID PER BIDDER

4.1 Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a partner in a Joint Venture or a Public Ltd./Private Ltd. company or any legal entity. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

5. COST OF BIDDING

5.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

6. SITE VISIT

6.1 The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of Works and its surroundings, approach road, soil condition, investigation report, existing works, if any, connected to the tendered work, drawings connected to the work, if / as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

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

- 6.3 The bidder is expected, before quoting his rate, to go through the requirement of materials / workmanship, specification, requirements and conditions of contract.
- 6.4 The bidder, in preparing the bid, shall rely on the site investigation report referred to in the bid document (if available), supplemented by any information available to the bidder.

7. CONTENT OF BIDDING DOCUMENTS

- 7.1 The set of bidding documents comprises the documents (all or as available/applicable) listed in below:
- i) e-Tender Notice, ii) Instructions to Bidders, contractors bid and undertaking. iii) Conditions of Contract (General Terms & Conditions, Special Terms and conditions, General technical conditions, Erection conditions of contract, safety norms etc.), iv) Specifications and scope of work v) Tender drawing vi) Integrity Pact, if applicable; vii) Various Forms of Securities, form of Article of Agreement, viii) Bill of Quantities, ix) e-Tender User Portal Agreement.

8. CLARIFICATION OF BIDDING DOCUMENTS

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 period for seeking clarification by bidder will be up to 7 (seven) days before the end date of bid submission. The replies to clarifications sought by bidders should be given by the department at least 2 (two) days before the end date of bid submission.

In exceptional cases where a large number of queries from bidders are expected, the period for seeking clarification may be kept maximum upto 15 (fifteen) days before the end date of bid submission, but the minimum period given to the bidders for seeking clarification should not be less than 10 (ten) days in such cases.

The Tender Inviting Authority will be responsible for replying/responding to the clarifications online within the prescribed time frame. However, if the Tender Inviting Authority feels that the query is of such a nature that advice of tender committee or any other authority is required to give clarification, he may do so to reply the queries within the prescribed time limit. The queries of bidders clarified online and also unanswered queries of bidders shall be referred in the TCR.

9. AMENDMENT OF BIDDING DOCUMENTS

- 9.1 Before the deadline for submission of Bids, the Employer may modify the bidding documents by issuing addenda.
- 9.2 Any addendum thus issued shall be a part of the bidding document and shall be displayed in the website. The bidder shall upload the same during bid submission.
- 9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with Sub-clause 15.2 below.

10. LANGUAGE OF BID

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

11. BID PRICES

- 11.1 The bidder shall closely study all specification in detail and scope of work which govern the rates he is quoting. The contract shall be for the whole Works as described in Sub-Clause 1.1, based on the scope of work as detailed in the bidding document.
- 11.2 The Bidder shall submit rates and prices for all items of the Works described in the scope of works.

11.3. All duties, taxes (excluding Service Tax only) and other levies, octroi, royalty, building and construction workers cess (as applicable in States) payable by the Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All investments, operating expenses, incidentals, overheads, leads, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder in the Price bid.

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

Payment/deposit of service tax (share of service provider) is the responsibility of the service provider.

11.4. The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract indicated in the bidding document.

11.5 The bidder has to submit a tentative value.

- a) Minimum guaranteed Cenvat credit on account of Excise duty.
- b) Minimum guaranteed Cenvat Credit on account of Service Tax.
- c) Input Tax credit on account of VAT.

12. CURRENCIES OF BID AND PAYMENT

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

13. BID VALIDITY

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

13.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidder(s) extend the period of validity for a specified additional period. The request and the bidder's response shall be in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for the period of extension, and in compliance with Clause 14 in all respects.

14. BID SECURITY/EARNEST MONEY DEPOSIT

14.1 The bidder shall furnish, as part of his bid, a Bid Security/Earnest Money of the amount as shown in e-tender Notice and in the form as deliberated at Clause 3 of e-tender Notice. In case of extension of Bid

validity on mutual consent, the validity of BG shall be suitably extended

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

14.3 The Bid Security/EMD of the unsuccessful bidder shall become refundable. The unsuccessful bidder for this purpose means the bidders who have not emerged as L-1 Bidder after opening of price bid.

14.4 The Bid Security/ EMD, submitted in the form of BG, of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security (1st part of Security Deposit).

The bid security/EMD, (submitted in the form of Banker's cheque/Demand Draft /Electronic Fund Transfer) of successful bidder may be retained and adjusted with performance security / security deposit, at bidder's option.

14.5 The Bid Security/Earnest Money may be forfeited:

- a. if the Bidder withdraws the Bid after Bid opening during the period of Bid validity / extended validity with mutual consent. OR
- b. in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
(i) sign the Agreement; OR (ii) Furnish the required Performance Security/ Security Deposit.

Additionally the bidder will not be allowed to participate in the re-tender. The company reserves the right to debar such defaulting contractor from participating in future bids for a minimum period of 12 months.

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

15. DEADLINE FOR SUBMISSION OF BIDS

15.1. Bids shall be submitted on line on the web site <https://coalindiatenders.gov.in> within the date and time specified in the e-tender notice.

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

16. SIGNING AND SUBMISSION OF BID

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

16.2 Submission of bid shall be as detailed at clause 7 of e-tender notice.

17. MODIFICATION AND WITHDRAWAL OF BIDS

17.1 Modification and withdrawal of bid shall be guided by clause 29 of e-tender Notice.

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

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

18. BID OPENING

18.1 All bids are to be submitted on line only at the web-site <https://coalindiatenders.gov.in>

18.2 After receipt of Earnest Money (Online/off-line), undertaking, Contractor's bid and other details as per provision of bid submission (cl.7 of e-tender notice) before scheduled submission, the Employer will open the bid in the manner as specified under cl.12 of e-tender notice.

19. CLARIFICATION OF BIDS (Deleted)

19.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at the Employer's discretion, ask any Bidder for online clarification of the Bidder's Bid(uploaded document).

The request for clarification on bidder's bid shall be online for part-I/part-II.

The bidder shall upload digitally signed scanned copy of required document/response within 10 (ten) days from date of issue of clarification notice. No further extension for submission shall be allowed.

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

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

20. EVALUATION AND COMPARISON OF BIDS (Deleted)

20.1 Evaluation and comparison of Bids will be done by System on-line. This online evaluation will be validated by CIL/ CCL at each stage as deliberated at clause 10 of e-tender notice. The bidder shall also comply with system requirement as at clause 9 of e-tender notice. Bid evaluation shall be done after taking into consideration overall quoted price by the bidder and effect of service tax etc. as applicable. L1 will be decided based on cost to the company.

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

21. AWARD CRITERIA

21.1 Subject to Clause 22, the Employer will award the Contract to the best qualified Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price. Employer shall be the sole judge in this regard.

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

22.1 Notwithstanding Clause 21, the Employer reserves the right to accept, negotiate or reject any Bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

23. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

23.1 The Bidder, whose Bid has been accepted, will be notified of the award by the Employer prior to expiration of the Bid validity period in writing by e-mail and confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").

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

The works should be completed within the period specified in the NIT from expiry of *30(Thirty) days from the issue of letter of acceptance issued by department or within 7 days of handing over of the site, whichever is later.

23.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder, work programme etc. within 60(sixty) days following the notification of award along with the letter of Acceptance and / or Work Order issued by department.

In case of failure to submit performance security and enter in to agreement in specified period or extended period, on written request of contractor, if any, the department in addition to other penal measures as per

clause 14.5 of ITB shall debar the selected bidder from participating in re-tender. In addition, the department may debar the bidder from participating in future bids for at least 12 months.

23.4 In the bidding process, the cause of rejection of Bid of any bidder should be intimated to non-qualified bidder after the award of the work to the successful one. The Security / Earnest Money shall be refunded to unsuccessful bidders as per provision of Cl. 14.3.

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

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

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.

The contract document shall not 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.

24. PERFORMANCE SECURITY / SECURITY DEPOSIT

24.1 Security Deposit shall consist of two parts;

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

The security deposit shall bear no interest.

For details refer Cl. 3 of Conditions of Contract (General terms and Conditions)

25. EMPLOYMENT OF LABOUR

25.1 Contractors are to employ, to the extent possible (as per policy decision of the company valid from time to time), local project affected people and pay wages not less than the minimum wages as per minimum Wages Act or such other legislations or award of the minimum wage fixed by respective

State Govt. or Central Govt. as may be in force.

Payment of Provident Fund for the workmen employed by him for the work as per the Laws prevailing under provision of CMPF / EPF and allied scheme valid from time to time shall be the responsibility of bidder. Bidder shall also submit statutory returns.

25.2 The bidder shall comply with statutory requirements of various acts including CL(R&A) Act.

NOTE: In case company decides/ circulates separate wages for such works within mine premises, the same may be allowed based on appropriate circular. Clause 25.1 shall stand amended to this extent before notification of bid.

26. LEGAL JURISDICTION

26.1 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 local court only.

27. DEEMED EXPORTS

27.1 If the bidder has quoted any item/ items under the deemed exports then it will be the responsibility of the Bidder to get all the benefits under deemed exports from the Government. The Company's responsibility shall only be limited to the issuance of required certificates. The quotation of the Bidder will be unconditional and phrases like "Subject to availability of deemed exports benefit" will not find place in it.

28. CONSULTANTS NOT TO BID & VICE-VERSA:

28.1 A firm which has been engaged by the Company to provide Goods or Works for a project or any of its affiliates will be barred from providing consultancy services for the same project. Conversely, a firm hired to provide consultancy services for the preparation or implementation of a project and any of its affiliates will be barred from subsequently providing Goods or Works or services related to the initial assignment for the same project.

29. SUB-CONTRACTOR/ SUB-VENDOR :

29.1 The contract agreement will specify major items of supply of services for which the contractor proposes to engage Sub-Contractor/ Sub-Vendor. The contractor may from time to time propose any addition or deletion from any 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 Engineer in Charge/ Designated Officer will not relieve the contractor from any of his obligation, duties and responsibilities under the contract.

29.2 If a contractor submits his bid, qualifies 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 the work.

30. e-payment

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

31. Integrity Pact (Applicable for bids with estimated cost exceeding Rs. 5 Crores).

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

32. Changes in Firms Constitution to be intimated

Previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the Firm. If previous approval is not obtained the same will be treated as a breach of contract and shall have same consequences due to such breach of contract.

33. Miscellaneous.

- 33.1 The bidders should fill the bid document properly and carefully. They should avoid quoting absurd rates.
- 33.2 The contractor will have to submit valid H.T. Electrical Contractor's license issued by the electrical licensing board of state of execution or electrical contractor's license issued by any Indian state duly recognized/endorsed by electrical licensing board of state of execution before execution of agreement.
- 33.3 After opening of the Tender if the company decides to negotiate, the tender should be in a position to depute their representative, at short notice, with full authority for negotiation on technical and other matters.
- 33.4 Throughout the bidding documents, the terms 'bid' and tender and their derivatives are synonymous.
- 33.5 The processes for entering into the agreement with the successful bidder will be done offline as per the prevailing manual system. However, the documents required to be submitted by contractor for executing the agreement shall be as specified in the bid document.
- 33.6 Instruction to Bidder shall be a part of contract agreement.

SECTION-3

PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY BIDDER/S (ON BIDDER'S LETTER HEAD) FOR GENUINENESS OF THE INFORMATION FURNISHED ONLINE AND AUTHENTICITY OF THE DOCUMENTS UPLOADED ONLINE IN SUPPORT OF HIS ELIGIBILITY :

FORMAT OF UNDERTAKING

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

1. I/We am/are submitting Bid for the work.....against NIT No/Tender ID..... Dated..... and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. Myself/Our Partners/Directors don't has/have any relative as employee of..... (Name of the Company).
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.
4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
5. I/ We hereby authorize department to seek references / clarifications from our Bankers.
6. *I/We have submitted particulars of existing Sales Tax / VAT registration, if applicable. We also undertake that Certificate of Registration with appropriate Sales Tax / VAT Authority where the work will be executed shall be arranged before any payment is made to us.
7. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
8. *I/We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.

Or

*I/We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF / EPF authorities, if applicable. We shall make necessary payments as required under law.

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

Or

*I / Wehave been banned by the organization named “.....” for a period of..... year/s, effective from to.....(in case of JV, name(s) of the JV Partner(s)).

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

** Delete whichever is not applicable.*

(The concerned department may specify any other specific undertaking to be taken from the bidder/s while framing the NIT)

PROFORMA FOR LETTER OF BID TO BE UPLOADED BY BIDDER DURING SUBMISSION OF BID ONLINE :**FORMAT OF "Letter of Bid" (for Works & Services Tenders)****LETTER HEAD OF BIDDER (As enrolled on the e-Procurement Portal of CIL)**

To,

The Tender Committee

NK Area, Central Coalfields Limited

Sub. : Letter of Bid for the work "-----" (to be filled by the department)

Ref. : 1. NIT No.: "-----" (to be filled by the department)

2. Tender Id No. : "-----" (to be filled by the department)

Dear Sir,

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

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

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

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

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

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

Should this bid be accepted, we agree to furnish Performance Security within 28 days of issue of letter of acceptance and commence the work within 10 days of issue of letter of acceptance. In case of our failure to abide by the said provision Central Coalfields Ltd. shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period 12 months.

(This document is digitally signed by the DSC holder authorised by the bidder and therefore no physical signature is required)

QUALIFICATION INFORMATION

(The information to be submitted by Individual Bidders or Individual Member of Joint Ventures)

1.1 Bidders Details :

Sl.No.	Particulars	Remarks/Details
1.	Constitution or Legal status of Bidder (attach)	
2.	Place of registration :	
3.	Principal place of business	
4.	Power of Attorney of Bid signatory : (attach)	

i) If an individual:

- a) Full name :
b) Postal Address :

ii) If proprietary firm:

- a) Name of the Proprietor :
b) Full postal address of Firm/ Proprietors :

iii) If partnership firm:

- a) Full name of partners :
b) Full postal addresses of the firm :
c) Partnership Deed :

iv) In case of Company:

- a) Date and place of registration :
b) Memorandum & Articles of Association :
c) Full postal address of the registered office :

In case of Joint Venture all relevant details in respect of all the partners be submitted.

1.2 Details of the turnover (Last three years) :

Annual Turnover Data			
Sl No	Year	Turnover (Rs.)	Remarks
1			
2			
3			

Enclose – Relevant balance sheets / certificate issued by practicing C.A (with Name & Membership No.) based on last three years audited balance sheet.

In case of Joint Venture above details in respect of all the partners be submitted.

1.3 Joint Venture:

Name of all partners of a Joint Venture (Not more than 3)
1. Lead partner
2. Partner
3. Partner

NOTES: Joint Venture must comply the requirements of clause 2.3 under Instruction To Bidders:

Joint Venture Agreement be enclosed.

1.4 Documents fulfilling Qualifying Criteria

1.5 Documents fulfilling Evidence of adequacy of average annual financial turn over during last three years ending 31st March of the (previous)* financial year should be at least 30% of the estimated value of the work

1.6 Document related to evidence of possessing adequate working capital

2.0 PERMANENT INCOME TAX ACCOUNT NO. (PAN). – enclose.

In case of Joint Venture, PAN in respect of all the Joint Venture Partners shall be submitted.

3.0 DETAILS OF EARNEST MONEY/PERFORMANCE SECURITY

Details of Certified cheques/Draft /B.G along with Name of Banker on whom drawn : Amount (Rs.) :

BG Valid up to (if applicable).

4.0 OTHER DETAILS.

(a) Particulars of Registration for Sales Tax / VAT of any Indian State/UT as applicable – enclose.

In case of Joint Venture, Certificate of Registration with Sales Tax / VAT in respect of all the Joint Venture Partners shall be submitted.

(b) Particulars of Registration for Service Tax– enclose.

In case of Joint Venture, Certificate of Registration with Service Tax Department in respect of all the partners of the Joint Venture shall be submitted.

5. “Contractors bid” and “Undertaking on Bidder's letter head”.

ADDITIONAL INFORMATION**1. Subcontractors/Consultants and firms proposed to be involved :**

(Attach performance credentials including Bio-data of design personnel of Consultants)

Section of work	Approx. value of subcontract	Sub-contractor (Name & Address)	Experience in similar works

2. Details of the major construction equipment to be used for the work :

Sl.No.	Equipment type and capacity	Make and model	Number
1			

3. Technical Resources proposed to be deployed

Position	Name	Total post qualification experience (years)	In similar Works (years)	As Manager or Section Leader of Similar Works (years)
Project Manager Alternative name				
Site engineers of resp. disc. Alternative names				
Cost controller Alternative name				
Quality Assurance Engineer Alternative name				
Site supervisors of resp. disc. Alternative names				

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/INTERNET BANKING PAYMENT**To**

 Sub: Authorization for release of payment due from Central Coalfields Limited, Ranchi through Electronic Fund transfer/Internet Banking. (SBI-NET)

Ref: Order No. _____ Date _____ and/or Tender/Enquiry/Letter No. _____ Date _____

(Please fill in the information in CAPITAL LETTERS, Please TICK wherever it is applicable).

1. Name of the Party : _____

2. Address of the Party : _____

City _____ PIN Code _____

E- Mail Id _____

Permanent Account Number _____

3. Particulars of Bank

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

4. Date from which the mandate should be effective.

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

Place:

Date:

Signature of the party/Authorized Signatory.

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

Banker's Stamp :

Date :

(Signature of the Authorized official from the Banks)

SUB-SECTION-4.1**GENERAL TERMS AND CONDITIONS OF CONTRACT****1. DEFINITIONS :**

- i. The word "Company" or "Employer" or "Owner" wherever occurs in the conditions, means the Central Coalfields Limited, represented at the headquarters of the Company or his authorised representative or any other officer specially deputed for the purpose.
- ii. The word "Principal Employer" or "Engineer" wherever occurs, means the authorized representative or any other officer specially deputed by the Company for the purpose of contract.
- iii. The word "Contractor"/"Contractors" or "Manufacturer" wherever occurs means the successful Bidder/Bidders who has/have deposited the necessary Earnest Money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or company, as the case may be.
- iv. "The Site" shall mean the site of the contract work including land and any building and erections thereon and any other land allotted by the company for contractor's use in the performance of the contract.
- v. The term "sub-contractor", as employed herein, includes those having a direct contract with contractor either on piece rate, items rate, time rate or on any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplied materials.
- vi. "Consulting Engineer"/"Consultant" shall mean any firm or person duly appointed as such from time to time by the owner.
- vii. 'Accepting authority' shall mean the management of the company and includes an authorized representative of the company or any other person or body of persons empowered in this behalf by the company.
- viii. A 'Day' shall mean a day of 24 hours from midnight to midnight.
- ix. Engineer-in-charge/Designated Officer-in-charge who is of an appropriate seniority will be responsible for supervising and administering the contract, certifying payment due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. Engineer-in-charge/Designated Officer-in-charge may further appoint his representatives i.e. another person/ Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under the Delegation of Powers of the company.
However, overall responsibility, as far as the contract is concerned will be that of the Engineer-in-charge/Designated Officer-in-charge
- x. 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 conditions of contract, special conditions, if any, specifications, designs & drawings including those to be submitted during progress of work, scope of work, billing schedule/schedule of quantities with rates and amounts.
- xi. The 'works' shall mean and include the furnishing of equipment, labour, and the services in accordance with the contract or parts thereof as the case may be and shall also include all extra or additional, altered or substituted works 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.
- xii. "Specification" shall mean the technical specifications forming a part of the contract and such other schedules and drawings as may be mutually agreed upon.
- xiii. 'Contract price' shall mean the total sum for which tender is accepted by the company.
- xiv. '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.

- xv. "Letter of Acceptance" of the tender shall mean the official notice issued by the company notifying the contractor that his tender has been accepted.
- xvi. "Date of Contract" shall mean the date on which both the parties have signed the contract agreement.
- xvii. "Manufacturer's Works' or Contractor's Works" shall mean the place of work used by the Manufacturer, the Contractor, their collaborators or sub-contractors for the performance of the works.
- xviii. "Inspector" shall mean the Owner or any person nominated by the Owner from time to time, to inspect the equipment stores or Works under the contract and/or the duly authorised representative of the owner.
- xix. When the words "Approved", "Subject to Approval", "Satisfactory", "Equal to", "Proper", "Requested", "As directed", "Where directed", "When directed", "Determined by", "Accepted", "Permitted", or words and phrases of like import are used, the approval, judgment, direction etc. is understood to be a function of the Owner/Engineer/Engineer-in-Charge.
- xx. "Test of Completion" shall mean such tests as prescribed in the contract to be performed by the contractor before the Works is taken over by the Owner.
- xxi. "Start-up" shall mean the time period required to bring the equipment covered under the Contract from an inactive condition, when construction is essentially complete, to the state ready for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting sub-systems; initial operation of the complete equipment covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action; shut down inspection and adjustment prior to the trial operation period.
- xxii. "Initial operation" shall mean the first integral operation of the complete equipment covered under the contract with sub-systems and supporting equipment in service.
- xxiii. "Trial Operation", "Reliability Test", "Trial Run", "Complete Test" shall mean the extended period of time after the "Start-up" period. During this trial operation period the unit shall be operated over the full load range. The length of Trial Operation shall be as determined by the Engineer, unless otherwise specified elsewhere in the Contract.
- xxiv. "Performance and Guarantee Tests" shall mean all operation checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristics as specified in the contract document.
- xxv. "Commercial Operation" shall mean the condition of operation in which the complete equipment covered under the contract is officially declared by the owner to be available for continuous operation at different loads upto and including rated capacity. Such declaration by the owner however, shall not relieve or prejudice any of the contractor's obligation under this contract.
- xxvi. "Final Acceptance" shall mean the owner's written acceptance of the works performed under the contract, after successful completion of performance and guarantee tests.
- xxvii. "Guarantee Period/Maintenance Period" shall mean the period during which the contractor shall remain liable for repair or replacement of any defective part of the works performed under the contract.
- xxviii. "Drawings"/"Plans" shall mean all :
 - (a) Drawings furnished by the owner/consultant as a basis for proposals,
 - (b) Supplementary drawings furnished by the Owner/Consultant to clarify and to define in greater detail the intent of the contract,
 - (c) Drawings submitted by the contractor with his proposal provided such drawings are acceptable to the Owner/Consultant,
 - (d) Drawings furnished by the Owner/Consultant to the Contractor during the progress of the work, and
 - (e) Engineering data and drawings submitted by the Contractor during the progress of the work provided such drawings are acceptable to the Engineer,
- xxix. "Codes" shall mean the following, including the latest amendments, and/or replacements, if any :
 - (a) Standards of Bureau of Indian Standards relevant to the works under the contract and their specifications.
 - (b) Other Internationally approved Standards and/or rules and regulations touching the subject matter of the contract.
 - (i) A.S.M.E. Test codes.

- (ii) A.I.E.E. Test codes.
- (iii) American Society of Materials Testing Codes.
- (iv) Indian Electricity Act and Rules and Regulations made there under.
- (v) Indian Explosive Act and Rules and Regulations made there under.
- (vi) Indian Petroleum Act and Rules and Regulations made there under.
- (vii) Indian Mines Act and Rules and Regulations made there under.

(c) Any other laws, rules, regulations and Acts applicable in the country with respect to labour, safety, compensation, insurance etc.

- xxx Words importing singular only shall also include the plural and vice-versa where the context so requires.
- xxxi Words importing "Person" shall include firms, companies, corporations, and associations or bodies of individuals, whether incorporated or not.
- xxxii Terms and expressions, not defined herein, shall have the same meaning as are assigned to them in the Indian Sale of Goods Act, failing that in the Indian Contract Act, and failing that in the General Clauses Act.
- xxxiii "Commissioning" the plant/project shall mean completion in all respects of construction rendering the plan/project ready for performance test and commercial operation as per xxv.
- xxxiv "Government Approvals" shall mean all permits, licenses, authorisations, consents, clearances, decrees, waivers, privileges, approvals from and filing with government instrumentalities necessary for the development, construction and operation of the plant/project.
- xxxv "Month" shall mean a calendar month according to the Gregorian calendar.
- xxxvi "Bank Guarantee" shall mean the Bank Guarantee to be provided by to.....
- xxxvii "Prime contractor" shall mean the contractor who has a contract with the owner of the project or job and has the full responsibility of its completion.
- xxxviii "Turnkey contract" shall mean a contract in which the contractor takes the entire responsibility of detailed site investigation, planning, design, material procurement, installation, construction and commissioning of the total project i.e. takes the responsibility from concept to commissioning.

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 Tender document issued to the bidder and/or the Bid submitted by the bidder,
- iv) Conditions of contract, including general terms and conditions, additional terms and conditions, technical terms and conditions, erection terms and conditions, special conditions, if any etc. forming part of the Agreement.
- v) Specifications, where it is part of Tender Documents,
- vi) Scope of works/Bills of quantities/schedule of works/quantities and
- vii) Contract Drawings/finalized work programme.

2.1 After acceptance of tender the Contractor shall be deemed to have carefully examined all Contract Documents to his satisfaction. If he shall have any doubt as to the meaning of any portion of the Contract Documents, he shall before signing the Contract, set forth the particulars thereof, and submit them to the Owner in writing in order that such doubt may be removed. The Owner will provide such clarifications as may be necessary in writing to the Contractor. Any information otherwise obtained from the Owner or the Engineer shall not in any way relieve the Contractor of his responsibility to fulfill his obligations under the Contract.

2.2 The Contractor shall enter into a Contract Agreement with the Owner within 60 (sixty) days from the date of 'Acceptance of Tender' or within such extended time as may be granted by the owner. The

- performance Bank Guarantee for the proper fulfillment of the contract shall be furnished by the contractor in the prescribed form within thirty (30) days of 'Acceptance of tender'. The performance Guarantee shall be as per terms prescribed in clause 31 of Instructions to Bidders of this tender.
- 2.3 The owner, after the issue of the letter of Acceptance of Tender, will send one copy of the final agreement to the contractor for his scrutiny and approval.
 - 2.4 The agreement, unless otherwise agreed to, shall be signed within 60 days of the issue of the letter of Acceptance of tender, at the office of the owner on a date and time to be mutually agreed. The contractor shall provide for signing of the contract, performance guarantee in copies as required, appropriate power of attorney and other requisite materials. In case it is agreed mutually that the contract is to be signed beyond the stipulated time, the bid guarantee submitted with the tender will have to be extended accordingly.
 - 2.5 The agreement will be signed in six originals and the contractor shall be provided with one signed original and the rest will be retained by the owner. 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.
 - 2.6 The contractor shall provide free of cost to the owner all the engineering data, drawings and descriptive materials submitted with the bid, in at least six (6) copies to form a part of the contract immediately after issue of letter of acceptance.
 - 2.7 Subsequent to signing of the contract, the contractor at his own cost shall provide the owner with at least six (6) true copies of agreement within thirty (30) days after the signing of the contract.
 - 2.8 The contract shall be considered as having come into force from the date of the letter of acceptance of tender issued by the owner.
 - 2.9 The laws applicable to this contract shall be the laws in force in India. The courts of Ranchi shall have exclusive jurisdiction in all matters arising under this contract.

3.0 CONTRACT PERFORMANCE GUARANTEE/SECURITY DEPOSIT :

3.1 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.

- 3.1.1 Performance Security should be 5% of contract amount and should be submitted by the successful bidder within 30 days of issue of LOA in any of the form given below after which bid security/earnest money will be refunded to the contractor. - a Bank Guarantee in the form given in the bid document from any schedule bank acceptable to the owner. Bank guarantee issued by out station bank shall be operative at their local branch at Ranchi. Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner. - Demand Draft drawn in favour of Central Coalfields Ltd on any Scheduled Bank payable at its Branch at Ranchi The Earnest Money/ Bid Security deposited in the form of Bank Guarantee shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/ 1st part of security deposit. The bid security deposited in the form of Demand draft/ cash may be adjusted against the Performance security (1st part of security deposit) at bidder's option.
- 3.1.2 If performance security is provided by the successful bidder in the form of bank guarantee it shall be issued either –
 - (a) at Bidder's option by a Scheduled Bank as per provisions of cl.3.1.1. The BG shall contain complete postal address, telephone number, fax number and email address of both out station bank issuing the BG as well as its local operating branch.
 - (b) by a foreign bank located in India and acceptable to the employer.

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/ earnest money.

In addition to the above penal measures, the bidder will not be allowed to participate in the re-tendering process. The bidder may also be debarred from participating in future tenders in the subsidiary for a minimum period of 12 Months.
- 3.1.3 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. Retention Money may be released against equivalent Bank Guarantee only for values above Rs.25.0 lakhs

3.2 The Guarantee amount shall be payable to the Employer without any condition whatsoever.

3.3 Performance Security/Retention Money shall be converted into Performance Guarantee on successful completion of work in accordance with contract and upon satisfactory trial operations.

Performance security/ Retention Money /security deposit submitted in the form of BG shall be valid for 90 days after the end of Guarantee period.

3.4 The Performance Guarantee shall cover additionally the following guarantees to the Employer:

- (a) The successful bidder guarantees the successful and satisfactory operation of the equipment furnished and erected under the contract, as per the specifications and documents,
- (b) The successful bidder further guarantees that the equipment provided and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the employer fully remedy free of expenses to the Employer such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the Conditions of Contract.

3.5 The Contract Performance Guarantee is intended to secure the performance of the entire Contract. However it is not construed as limiting the damages under clause entitled 'Equipment Performance Guarantee' in section Technical Conditions of Contract and damages stipulated in the other clauses in the bidding documents.

3.6 All Bank Guarantees are to be submitted in the format prescribed by the company in the bid document. Bank Guarantee shall be irrevocable and it shall be from any Scheduled Bank acceptable to the owner. The BG issued by outstation bank shall be operative at its local branch at Ranchi.

3.7 The Company shall be at liberty to deduct/appropriate from the Contract Performance Guarantee/Security Deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the Contract Performance Guarantee/Security Deposit shall have to be restored by Contractor subsequently.

3.8 The Contract Performance Guarantee will be returned to the Contractor without any interest at the end of the Guarantee Period as per provisions of the contract. Any defect/defects in the work, if detected during guarantee period shall be rectified to the satisfaction of the Engineer-in- Charge within the said guarantee period or its due extension till completion of the rectification works as required.

3.9 Failure of the successful Bidder to comply with the requirements of Sub- Clause 3.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. In addition to the above penal measures, the bidder will not be allowed to participate in the re-tendering process. The bidder may also be debarred from participating in future tenders in the subsidiary for a minimum period of 12 Months.

4.0 ASSIGNMENT AND SUBLETTING OF CONTRACT

4.1 The contractor may, after informing the engineer and getting his written approval, assign or sub-let the contract or any part thereof other than for raw materials, for minor detail or any part of the plant for which makes are identified in the contract. Suppliers of the equipment not identified in the contract or any change in the identified supplier shall be subject to approval by the engineer. The experience list of the equipment vendors under consideration by the contractor for this contract shall be furnished to the engineer for approval prior to procurement of all such items/equipments. Such assignment sub-letting shall not relieve the contractor from any obligation, duty or responsibility under the contract. Any assignment as above without prior written approval of engineer shall be void.

4.2 For components/equipments procured by the contractors for the purposes of the contract, after obtaining the written approval of the owner, the contractor's purchase specifications and enquiries shall call for quality plans to be submitted by the suppliers alongwith their proposals. The quality plans called for from the vendors shall set out, during the various stages of manufacture and installation, the quality practices and procedures followed by the vendor's quality control organisation, the relevant reference documents/standards used, acceptance level, inspection documentation raised, etc. Such quality plans of the successful vendor shall be discussed and finalised in consultation with the engineer and shall form

a part of the purchase order/contract between the contractor and the vendor. Within 3 weeks of the release of the same purchase order/contracts for such bought out items/ components, a copy of the same without price details but together with detailed purchase specifications, quality plans and delivery conditions shall be furnished to the engineer by the contractor.

5.0 PATENT RIGHTS AND ROYALTIES

5.1 Royalties and fees for patent covering materials, articles, apparatus, devices, equipment or processes used in the works shall be deemed to have been included in the contract price. The contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the owner indemnified in that regard. The contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patent involved in the works, and, in case of an award of damages, the contractor shall pay for such award. In the event of any suit or other proceedings instituted against the owner, the same shall be defended at the cost and expense of the contractor who shall also satisfy/comply and decree, order or award made against the owner. But it shall be understood that no such machine, plant, work, material or thing has been used by the owner for any purpose or any manner other than that for which they have been furnished and installed by the contractor and specified under these specifications. Final payment to the contractor by the owner will not be made while any such suit or claim remains unsettled. In the event any apparatus or equipment, or any matter thereof furnished by the contractor, is in such suit or proceedings held to constitute infringement, and its use is enjoined, the contractor shall, at his option and at his own expense, either procure for the owner, the right to continue use of said apparatus, equipment or part thereof, replace it with non-infringing apparatus or equipment or modify it, so it becomes non-infringing.

6. TIME - THE ESSENCE OF CONTRACT

- 6.1 The time and the date of completion of the works as stipulated in the contractor's proposal and accepted by the owner without or with modifications, if any and so incorporated in the award letter shall be deemed to be the essence of the contract. The contractor shall so organize his resources and perform his work as to complete it not later than the date agreed to.
- 6.2 The contractor shall submit a detailed PERT network within the time frame agreed above consisting of adequate number of activities covering various key phases of the works such as design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days after the date of acceptance of tender. This network shall also indicate the interface facilities to be provided by the owner and the dates by which such facilities are needed. Contractor shall discuss the network so submitted with the owner and the agreed network which may be in the form as submitted or in revised form in line with the outcome of discussions and shall form part of the contract to be signed within sixty (60) days from the date of letter of acceptance of notice of award of contract. During the performance of contract, if in the opinion of the engineer proper progress is not maintained suitable changes shall be made in the contractor's operations to ensure proper progress. For the purpose of this detailed time and progress/ PERT chart, the works shall be deemed to have commenced on the expiry of 30 days from the issue of letter of acceptance or seven days after handing over the site of work, whichever is later.
- 6.3 The above PERT network shall be reviewed and periodic review reports shall be submitted by the contractor as directed by the engineer.
- 6.4 Subsequent to the award of the contract, the contractor shall make available to the engineer, a detailed manufacturing programme, in line with the agreed contract network. Such manufacturing programme shall be reviewed, updated and submitted to the Engineer, once every two month thereafter.

7.0 CONTRACT PRICE

- 7.1 The lump sum prices quoted by the contractor in his bid with additions and deletions as may be agreed before signing of the contract, for the entire scope of the work including furnishing and erection of equipment covered under the specifications and documents and shall be treated as the contract price.

8.0 CHANGED QUANTITY

- 8.1 The owner reserves the right to vary the quantities of items or groups of items to be ordered as specified in the accompanying technical specifications, as may be necessary, during the execution of the contract, but such variations unless otherwise specified in the accompanying technical specifications shall be limited to plus or minus twenty percent (20%) of the original quantity ordered.

9.0 DEDUCTIONS FROM CONTRACT PRICE

- 9.1 All costs, damages or expenses which the owner may have paid, for which under the contract the contractor is liable, will be claimed by the owner. All such claims shall be billed by the owner to the contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the contractor to properly identify such claims. Such claims shall be paid by the contractor within fifteen (15) days of the receipt of the corresponding bills and if not paid by the contractor within the said period, the owner may then deduct the amount, from any moneys due or becoming due by him to the contractor under the contract or may be recovered by actions of law or otherwise, if the contractor fails to satisfy the owner of such claims.

10.0 CONTRACT PRICE ADJUSTMENT

- 10.1 All adjustments in the contract price shall be computed in accordance with the conditions and formulae prescribed in the relevant clauses of 'Additional Terms and Conditions of Contract', the accompanying technical specifications and further satisfying the requirements specified herein.
- 10.2 The contract price stated in the contract agreement is the base price. A certain fixed percentage of the base price as indicated in the technical specifications shall not be subject to any price adjustment. The balance percentage viz. the cost portion shall only be subject to price adjustment.
- 10.3 Price adjustment shall be applicable to the cost portion, only if changes in the cost of labour and materials (either increases or decreases) occur during the contract period, directly affecting the cost portion.
- 10.4 Variations in the cost of materials shall be determined by comparing published material indices as on the last date of submission of bid (inclusive of price part) or the revised price bid, whichever is later, with the same indices published during the manufacture at the respective cut off periods for material as specified in clause 2.0 of Additional Terms and Conditions of Contract. Variations in the cost of labour shall be determined by comparing the wages as per the Minimum Wages Act/ Rules of the State or Central Government, whichever is more applicable to the place of work as on the last date of submission of bid (inclusive of price part) or the revised price bid, whichever is later, with the same wages as per the Minimum Wages Act/ Rules of the State or Central Government, whichever is more, during the work/manufacture applicable to the place of work/manufacture at the respective cut off periods for labour as specified in clause 2.0 of Additional Terms and Conditions of Contract of this volume.
- 10.5 The total computed variation in the contract price shall be restricted to a limiting percentage as specified in clause 2.5 of Additional Terms and Conditions of Contract of this volume.
- 10.6 The price adjustment for the erection shall be made on the value of erection work done as indicated in each billing.
- 10.7 Every three months after the award of contract, and a month prior to shipment of equipment (in the case of ex-factory price component of contract price), and every month after establishing his site office (in the case of erection) the contractor shall submit to the engineer a written notice of the changes, if any, that have occurred in the specified material and labour indices during the previous reporting period containing the effective date of such change, the amount of change, the amount of contract price adjustment and documentary evidence to substantiate the price adjustment.
- 10.8 The contract price adjustment provisions detailed above, shall only be applicable if so specified in the Additional Terms and Conditions of Contract.

11.0 PACKING, FORWARDING AND SHIPMENT

- 11.1 The contractor, wherever applicable, shall after proper painting, pack and crate all equipment in such a manner as to protect them from deterioration and damage during rail and road transportation to

- the site and storage at the site till the time of erection. The contractor shall be held responsible for all damages due to improper packing.
- 11.2 The contractor shall notify the owner of the date of each shipment from his works, and the expected date of arrival at the site for the information of the owner.
- 11.3 The contractor shall also give all shipping information concerning the weight, size and content of each packing including any other information the owner may require.
- 11.4 The following documents shall be sent by registered post to the owner within 3 days from the date of shipment, to enable the owner to make progressive payments to the contractor: the payment shall be made only after receipt and acceptance of material at site in good condition.
- Application for payment in the standard format of the owner (3 copies),
 - Invoice (6 copies),
 - Packing list (6 copies),
 - Pre-dispatch clearance certificate, if any (3 copies),
 - Test certificate, wherever applicable (3 copies),
- 11.5 The contractor shall prepare detailed packing list of all packages and containers, bundles and loose material forming each and every consignment dispatched to site. The contractor shall further be responsible for making all necessary arrangements for loading, unloading and other handling right from his works upto the site and also till the equipment is erected, tested and commissioned. He shall be solely responsible for proper storage and safe custody of all equipment.

12.0 DEMURRAGE, WHARFAGE, ETC.

- 12.1 All demurrage, wharfage and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of the contractor.

13.0 INSURANCE

- 13.1 The contractor shall arrange, secure and maintain insurance as may be necessary and for all such amounts to protect his interests and the interests of the owner, against all risks as detailed herein in the joint names of the Owner and the Contractor with the condition that payments against all claims shall be payable by insurers to the owner as elaborated at clause 13.5. All premiums and other charges of the said insurance policies shall be paid by the contractor. The form and the limit of such insurance, as defined herein together with the under -writer thereof in each case shall be acceptable to the owner. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage on comprehensive all risks basis at all time during the period of contract shall be that of the contractor alone. The contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations.
- 13.2 Any loss of damage to the equipment, during handling, transporting, storage and erection, till such time the plant is taken over by the owner, shall be to the account of the contractor. The contractor shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the portion of the works damaged or lost. The transfer of title shall not in any way relieve the contractor of the above responsibilities during the period of the contract. The contractor shall provide the owner with a copy of all insurance policies and documents taken out by him in pursuance of the contract. Such copies of document shall be submitted to the owner immediately after such insurance coverage. The contractor shall also inform the owner in writing at least sixty (60) days in advance, regarding the expiry, cancellation and/or change in any of such documents and ensure revalidation/renewal, etc. as may be necessary well in time.
- 13.3 The risk that are to be covered under the insurance shall include, but not be limited to, the loss or damage in transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, etc. The scope of such insurance shall cover the entire value of the works from time to time.
- 13.4 All costs on account of insurance liabilities covered under the contract will be on contractor's account and will be included in contract price. However, the owner may from time to time, during the pendency of the contract, ask the contractor in writing to limit the insurance coverage risks and in such a case, the parties to the contract will agree for a mutual settlement for reduction in contract price to the extent of reduced premium amounts.

- 13.5 All insurance claims, payable by the insurers, shall be paid to the Owner which shall be released to the contractor in installments as may be certified by the Engineer-in-charge for the purpose of rebuilding or replacement or repair of the works and/or goods destroyed or damaged for which payment was received from the insurers.
- 13.6 The clause entitled insurance under the section erection terms and conditions of contract of this volume, covers the additional insurance requirements for the portion of the works to be performed at the site of work.

14.0 LIABILITY FOR ACCIDENTS AND DAMAGES

- 14.1 Under the contract, the contractor shall be responsible for loss or damage to the plant until the plant is taken over in accordance with clause entitled 'Taking Over' in section technical terms and conditions of contract of this volume.

15.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

- 15.1 If the contractor fails to maintain 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, pay as compensation/ Liquidated Damages @ half percent (1/2%) of the contract price per week of delay. The aggregate of such compensation/ compensations shall not exceed 10 (ten) percent of the total value as shown in the contract. This will also apply to items or group of items for which separate period of completion has been specified. The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the company.
- 15.1.1 The company, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half percent of the contract value of the works for each week or part of the week subject to a ceiling of 10% of the contract price.
- 15.1.2 The company, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.
- 15.1.3 The company, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- 15.1.4 In the event of such termination of the contract as described in clauses 15.1.2 or 15.1.3 or both, the company, shall be entitled to recover L.D. upto ten percent (10%) of the contract value and forfeit the security deposit made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.
- 15.2 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.

16.0 CONTRACTOR'S DEFAULT

- 16.1 If the contractor shall neglect to execute the works with the diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him, in writing by the engineer in connection with the works or shall contravene the provisions of the contract, the owner may give notice in writing to the contractor to make good the failure, neglect or contravention complained of. Should the contractor fail to comply with the notice within thirty (30) days from the date of service thereof,

then and in such case the owner shall be at liberty to employ other workmen and forthwith execute such part of the works as the contractor may have neglected to do or if the owner shall think fit, it shall be lawful for him, without prejudice to any other right he may have under the contract, to take the works wholly or in part thereof and in that event the owner shall have free use of all contractor's equipment that may have been at the time on the site in connection with the works without being responsible to the contractor for fair wear and tear thereof and to the exclusion of any right of the contractor over the same, and the owner shall be entitled to retain and apply any balance which may otherwise be due on the contract by him to the contractor, or such part thereof as may be necessary, the payment of the cost of executing the said part of the works or of completing the works as the case may be. If the cost of completing the works or executing a part thereof as aforesaid shall exceed the balance due to the contractor, the contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay which the contractor shall have to pay if the completion of works is delayed.

- 16.2 In addition, such action by the owner as aforesaid shall not relieve the contractor of his liability to pay liquidated damages for delay in completion of works as defined in clause 15.0 of this section
- 16.3 The termination of the contract under this clause shall not entitle the contractor to reduce the value of the performance bank guarantee nor the time thereof. The performance guarantee shall be valid for the full value and for the full period of the contract including guarantee period.
- 16.4 The bidding documents will clearly state that, if the contractor fails to complete the work and the order is cancelled, the amount due to him on account of work executed by him, if payable, shall be paid to him only after due recoveries as per the provisions of the contract and that too after alternative arrangements to complete the work has been made.

17.0 FORCE MAJEURE

- 17.1 Force majeure is herein defined as any cause which is beyond the control of the contractor or the owner as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

(a) natural phenomena, including but not limited to floods, draughts, earthquakes and epidemics:

(b) acts of any government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,

Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

- 17.2 (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 two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the company.
- (b) For delays arising out of Force Majeure, the bidder/ contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither company nor the bidder shall be liable to pay extra costs (like increase in rates, remobilisation advance, idle charges for labour and machinery etc.) Provided it is mutually established that the Force Majeure conditions did actually exist.
- (c) If any of the Force Majeure conditions exists in the place of operation of the bidder 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.
- 17.3 The contractor or the owner shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after contractor's performance of his obligations has been delayed for other causes.

18.0 DELAYS BY OWNER OR HIS AUTHORISED AGENT

- 18.1 In case the contractor's performance is delayed due to any act of omission on the part of the owner or his authorised agents, then the contractor shall be given due extension of time for the completion of the works, to the extent such omission on the part of the owner has caused delay in the contractor's performance of his work. Regarding reasonableness or otherwise of the extension of time, the decision of the engineer shall be final.
- 18.2 In addition, the contractor shall be entitled to claim demonstrable and reasonable compensation if such delays have resulted in any increase in the cost of work. The owner shall examine the justification for such a request for claim, and if satisfied, the extent of compensation shall be mutually agreed depending upon the circumstances at the time of such an occurrence
- 18.3 Any delay in finalization of mutual agreement in regard to any of the contractor's claim/ compensation against any act of omission on the part of the owners or his authorised agents should not result in any work stoppage/ further delay on the part of the contractor.

19.0 EXTENSION OF DATE OF COMPLETION

- 19.1 On happening of any events causing delay as stated hereinafter , the contractor shall intimate immediately in writing the Engineer-in-charge :
- a. due to any reasons defined as Force Majeure.
 - b. non-availability of stores which are the responsibility of the owner to supply
 - c. non -availability or breakdown of tools and plant to be made available or made available by the owner
 - d. delay on the part of the contractors or tradesmen engaged by the owner not forming part of the contract, holding up further progress of the work
 - e. non-availability of working drawings/work programme in time, which are to be made available by the company during progress of the work
 - f. any other causes which, at the sole discretion of the company is beyond the control of the contractor.
- 19.2 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.
- 19.3 The contractor may request the company in writing for extension of time within 14 days of happening of such event causing delay stating also, if practicable, the period for which extension is desired. The company may, considering the eligibility of the request, give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor in writing by the company through the Engineer-in-charge within 1 month of the date of receipt of such request. The contractor shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer-in-charge.
- 19.4 Provisional extension of time may also be granted by the Engineer -In-charge during the course of execution, on written request for extension of time within 15 (fifteen) days of happening of such events as stated above, reserving the company's right to impose/ waive liquidated damages at the time of granting final extension of time as per contract agreement.
- 19.5 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.
- 19.6 In case the Contractor does not apply for grant of extension of time within 15 (fifteen) days of hindrance occurring in execution of the work and the Company wants to continue with the work beyond the stipulated date of completion for reason of the work having been hindered, the Engineer-in-charge at his sole discretion can grant provisional extension of time even in the absence of application from the Contractor. Such extension of time granted by the Engineer-in-charge is valid provided the Contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to Company's right to levy compensation under the relevant clause of contract.

20.0 TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT

- 20.1 The owner shall, in addition to other remedial steps to be taken as provided in the conditions of contract, be entitled to cancel the contract in full or in part, if the contractor
- a. makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer-in-charge, then on the expiry of the period as specified in the notice
or
 - b. commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer-in-charge, then on the expiry of the period as may be specified by the Engineer-in-charge in a notice in writing
or
 - c. fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by the Engineer-in-charge in a notice in writing
or
 - d. shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for the company.
or
 - e. shall try to obtain a contract with the company by way of of ring tendering or other non-bonafide method of competitive tendering.
or
 - f. transfers, sublets, assigns the entire work or any portion there of without the prior approval in writing from the Engineer -in-charge. The Engineer-in-charge may by giving a written notice, cancel the whole contract or portion of it in default.
- 20.2 The owner shall in such an event give fifteen (15) days notice in writing to the contractor of his decision to do so.
- 20.3 The contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to the work terminated and terms satisfactory to the owner, stop all further subcontracting or purchasing activity related to the work terminated, and assist the owner in maintenance, protection, and disposition of the works acquired under the contract by the owner.
- 20.4 The contract shall stand terminated under the following circumstances unless the owner is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in the case of partnership the surviving partners, are capable of carrying out and completing the contract and the owner shall in any way not be liable to payment of any compensation to the estate of deceased contractor and/or to the surviving partners of the contractor's firm on account of the termination of the contract.:
- a. If the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of insolvency act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any insolvency act.
 - b. In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganisation, or a receiver or manager is appointed by the court on the application by the debenture holders of the company, if any.
 - c. If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 days.
 - d. On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the

deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

- 20.5 If the contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies, then unless the owner is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in the case of partnership the surviving partners, are capable of carrying out and completing the contract the owner shall be entitled to cancel the contract as to its incomplete part without being in any way liable to payment of any compensation to the estate of deceased contractor and/or to the surviving partners of the contractor's firm on account of the cancellation of the contract.

The decision of the owner that the legal representatives of the deceased contractor or surviving partners of the contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the owner shall not hold the estate of the deceased contractor and/or the surviving partners of the estate of the deceased contractor and/or the surviving partners of the contractor's firm liable to damages for not completing the contract.

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

- a. to take possession of the site and any materials, constructional plant, implements, stores, etc. thereon.
- b. to carry out the incomplete work by any means at the risk of the contractor
- c. 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 termination/cancellation less on a/c payments made till date and value of contractor's materials plant, equipment, etc., taken possession of after termination/cancellation.
- d. 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 20.4(d).

- 20.7 Suspension of work - The company shall have power to suspend the progress of the work or any part thereof and the Engineer -in-charge may direct the contractor in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the contractor, or for proper execution of the work for reasons other than any default on the part of the contractor, or on ground of safety of the work or part thereof. In the event of suspension for reason other than any default on the part of the contractor, extension of time shall be allowed by the company equal to the period of such suspension. Any necessary and demonstrable costs incurred by the contractor as a result of such suspension of the works will be paid by the owner, provided such costs are substantiated to the satisfaction of the engineer. The owner shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the contractor or his sub-contractor.

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.

20.8 Foreclosure of contract in full or in part - If at any time after acceptance of the tender, the company decides to abandon or reduce the scope of the work for any reason whatsoever the company, through its Engineer-in-charge, shall give notice in writing to that effect to the contractor. In the event of abandonment/reduction in the scope of work, the company shall be liable

- a. 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.
- b. to pay reasonable amount assessed and certified by the Engineer-in-charge of the expenditure incurred, if any, by the contractor on preliminary works at site. e.g. temporary access roads, temporary construction for labour and staff quarters, office accommodation, storage of materials, water storage tanks and supply for the work including supply to labour/staff quarters, office, etc.
- c. to pay for the materials brought to site or to be delivered at site, which the contractor is legally liable to pay, for the purpose of consumption in works carried out or were to be carried out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials. The materials to be taken over by the company should be in good condition and the company may allow at its discretion the contractor to retain the materials in full or part if so desired by him and to be transported by the contractor from site to his place.
- d. to take back the materials issued by the company but remaining unused, if any, in the work on the date of abandonment/reduction in the work, at the original issued price less allowance for any deterioration or damage caused while in custody of the contractor
- e. to pay for the transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less.

The contractor shall, if required by the Engineer -in-charge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Engineer-in-charge to assess the amount payable in terms of para 20.8 (b), (c) and (e) above, 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.

21.0 NO WAIVER OF RIGHTS

Neither the inspection by the owner or the engineer or any of their officials, employees or agents nor any order by the owner or the engineer for payment of money or any payment for or acceptance of, the whole or any part of the works by the owner or the engineer, nor any extension of time, nor any possession taken by the engineer shall operate as a waiver of any provision of the contract, or of any power herein reserved to the owner, or any right to damages herein provided, nor shall any waiver of any breach in the contract be held to be a waiver of any other or subsequent breach.

22.0 CERTIFICATE NOT TO AFFECT RIGHT OF OWNER AND LIABILITY OF CONTRACTOR

No interim payment certificate of the engineer, nor any sum paid on account, by the owner, nor any extension of time for execution of the works granted by the engineer shall affect or prejudice the rights of the owner against the contractor or relieve the contractor of his obligations for the due performance of the contract, or be interpreted as approval of the works done or of the equipment furnished and no certificate shall create liability for the owner to pay for alterations, amendments, variations or additional works not ordered, in writing, by the engineer or discharge the liability of the contractor for the payment of damages whether due, ascertained, or certified or not, or any sum against the payment of which he is bound to indemnify the owner, nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of the contractor against the owner.

23.0 GRAFTS AND COMMISSIONS ETC.

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent, officers, director, employee or servant or any one of his or their behalf in relation to the

obtaining or to the execution of this or any other contract with the owner, shall, in addition to any criminal liability which it may incur, subject the contractor to the cancellation of this and all other contracts and also to payment of any loss or damage to the owner resulting from any cancellation. The owner shall then be entitled to deduct the amount so payable from any moneys otherwise due to the contractor under the contract.

24.0 LANGUAGE AND MEASURES

All documents pertaining to the contract including specifications, schedules notices, correspondence, operating and maintenance instructions, drawings or any other writing shall be written in English language. The metric system of measurement shall be used exclusively in the contract.

25.0 RELEASE OF INFORMATION

The contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium photographs or other reproduction of the works under this contract, or descriptions of the site, dimensions, quantity, quality or other information, concerning the works unless prior written permission has been obtained from the owner.

26.0 CONSTRUCTION OF THE CONTRACT

26.1 Notwithstanding anything stated elsewhere in the bid documents, the contract to be entered into will be treated as a divisible supply and erection contract. The supply portion of the contract will relate to the supply of equipment and materials and the erection portion will relate to the handling at the site, storage, erection, construction, testing, commissioning etc. as defined in the bid documents. The contractor will pay the sales tax for the supply of equipment and materials in accordance with law and the same will be reimbursed by the owner as a part of the total contract price on actual. The sales tax should be included in the total bid price in the proposal and should also be indicated separately.

26.2 In case of divisible supply and erection contract, or where the owner hands over his equipment to the contractor for executing, then the contractor shall at the time of taking delivery of the equipment/dispatch documents be required to execute an indemnity bond in favour of the owner in the form acceptable to the owner for keeping the equipment in safe custody and to utilise the same exclusively for the purposes of the said contract.

26.3 The contract shall in all respects be construed and governed accordingly to Indian Laws.

26.4 It is clearly understood that the total consideration for the contract (s) has been broken up into various components only for the convenience of payment of advance under the contract (s) and for the measurement of deviations or modifications under the contract(s).

27.0 COMPLETION OF CONTRACT

Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiration of the guarantee period as provided for under the clause entitled 'Guarantee' in this section.

28.0 ENFORCEMENT OF TERMS

The failure of either party to enforce at any time of the provisions of this contract or any rights in respect thereto or to exercise any option herein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

29.0 ENGINEER'S DECISION

29.1 In respect of all matters which are left to the decision of the engineer including the granting or withholding of the certificates, the engineer shall, if required to do so by the contractor give in writing a decision thereon.

29.2 If in the opinion of the contractor, a decision made by the engineer is not in accordance with the meaning and intent of the contract, the contractor may file with the engineer within fifteen (15) days

after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as acceptance of the engineer's decision and the decision shall become final and binding.

- 29.3 The engineer's decision and the filing of the written objection thereto shall be a condition precedent to the right to any legal proceedings. It is the intent of the agreement that there shall be no delay in the execution of the works and the decision of the engineer as rendered shall be promptly observed.

30.0 CO-OPERATION WITH OTHER CONTRACTORS AND CONSULTING ENGINEERS

The contractor shall agree to co-operate with the owner's other contractors and consulting engineers and freely exchange with them such technical information as is necessary to obtain the most efficient and economical design and to avoid unnecessary duplication of efforts. The engineer shall be provided with three copies of all correspondence addressed by the contractor to other sub-contractors and consulting engineers in respect of such exchange of technical information.

31.0 TRAINING OF OWNER'S PERSONNEL

- 31.1 The contractor shall undertake to train free of cost, engineering personnel selected and sent by the owner at the works of the contractor unless otherwise specified in the technical specifications. The period and the nature of training for the individual personnel shall be agreed upon mutually between the contractor and the owner. These engineering personnel shall be given special training in the shops, where the equipment will be manufactured and/or their collaborator's works and where possible, in any other plant where equipment manufactured by the contractor or his collaborator is under installation or test, to enable those personnel to become familiar with the equipment being furnished by the contractor.
- 31.2 All traveling and living expenses for the engineering personnel to be trained during the total period of training will be borne by the owner. These engineering personnel while undergoing training shall be responsible to the contractor for discipline.
- 31.3 In the event of the owner, for any reason, failing to avail of the training facilities, he shall not be entitled for any rebate whatsoever on this account.

32.0 POWER TO VARY OR OMIT WORK

- 32.1 No alterations, amendments, omissions, suspensions or variations of the works (hereinafter referred to as 'Variation') under the contract as detailed in the contract documents, shall be made by the contractor except as directed in writing by the engineer, but the engineer shall have full power subject to the provision hereinafter contained from time to time during the execution of the contract, by notice in writing, to instruct the contractor to make such variation without prejudice to the contract. The contractor shall carry out such variation and be bound by the same conditions as far as applicable as though the said variation occurred in the contract documents. If any suggested variation would, in the opinion of the contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the contract, he shall notify the engineer thereof in writing and the engineer shall decide forthwith, whether or not the same shall be carried out and if the engineer confirm his instructions, contractor's obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the contract price as the case may be.
- 32.2 In the event of the engineer requiring any variation, such reasonable and proper notice shall be given to the contractor to enable him to work his arrangements accordingly, and in cases where goods or materials are already prepared or any design, drawings or pattern made or work done requires to be altered, a reasonable and agreed sum in respect thereof shall be paid to the contractor.
- 32.3 In any case in which the contractor has received instructions from the engineer as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the contractor, involve a claim for additional payments, the contractor shall immediately and in no case later than thirty (30) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the engineer to that effect. But the engineer shall not become liable for the payment of any charges in respect of any such variations, unless the instructions for the performance of the same shall be confirmed in writing by the engineer.
- 32.4 If any variation in the works, results in reduction of contract price, the parties shall, agree, in writing, so to the extent of any change in the price, before the contractor proceeds with the change.

- 32.5 In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the engineer shall prevail.
- 32.6 Notwithstanding anything stated above in this clause, the engineer shall have the full power to instruct the contractor, in writing, during the execution of the contract, to vary to quantities of the items or groups of items. The contractor shall carry out such variations and be bound by the same conditions, as though the said variations occurred in the contract documents. However, the contract price shall be adjusted at the rates and the prices provided for the original quantities in the contract.

33.0 GUARANTEE

- 33.1 The contractor shall warrant that the equipment will be new and in accordance with the contract documents and be free from defects in material and workmanship for a period of twelve (12) calendar months commencing immediately upon the satisfactory completion of the trial operations. The contractor's liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his sub-contractors, under normal use and arising solely from faulty design, materials, and/or workmanship provided always that such defective parts are repairable at the site and are not in the meantime essential in the commercial use of the plant. Such replaced defective parts shall be returned to the contractor unless otherwise arranged. No repairs or replacements shall normally be carried out by the engineer when the plant is under the supervision of the contractor's supervisory engineers.

34.0 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS

- 34.1 If during the progress of the works the engineer shall decide and inform in writing to the contractor, that the contractor has manufactured any plant or part of the plant unsound or imperfect or has furnished any plant inferior than the quality specified, the contractor on receiving details of such defects or deficiencies shall at his own expense within seven (7) days of his receiving the notice, or otherwise, within such time as may be reasonably necessary for making it good, proceed to alter, re-construct or remove such work and furnish fresh equipment upto the standards of the specifications. In case the contractor fails to do so, the engineer may on giving the contractor seven (7) days' notice in writing of his intentions to do so, proceed to remove the portion of the works so complained of and, at the cost of the contractor, perform all such work or furnish all such equipment provided that nothing in this clause shall be deemed to deprive the owner of or affect any rights under the contract which the owner may otherwise have in respect of such defects and deficiencies.
- 34.2 The contractor's full and extreme liability under this clause shall be satisfied by the payments to the owner of the extra cost, of such replacement procured, including erection, as provided for in the contract, such extra cost being the ascertained difference between the price paid by the owner for such replacements and the contract price portion for such defective plant and repayments of any sum paid by the owner to the contractor in respect of such defective plant. Should the owner not so replace the defective plant, the contractor's extreme liability under this clause shall be limited to repayment of all sums paid by the owner under the contract for such defective plant.

35.0 DEFENCE OF SUITS

If any action in court is brought against the owner or engineer or an officer or agent of the owner. For the failure or neglect on the part of the contractor to perform any acts, matters, covenants or things under the contract, or for damage or injury caused by the alleged omission or negligence on the part of the contractor, his agents, representatives or his sub-contractors, workmen, suppliers or employees, the contractor shall in all such cases indemnify and keep the owner, and the engineer and/or his representative, harmless from all losses, damages, expenses or decrees arising of such action.

36.0 LIMITATIONS OF LIABILITIES

The final payment by the owner in pursuance of the contract shall mean, the release of the contractor from all his liabilities under the contract. Such final payment shall be made only at the end of the guarantee period as detailed in clause 33 above and till such time as the contractual liabilities and responsibilities of the contractor, shall prevail. All other payments made under the contract shall be treated as on account payments.

37.0 MARGINAL NOTES

The marginal notes to any clause of the contract shall not affect or control the construction of such clause.

38.0 TAXES, PERMITS & LICENCES

The contractor shall be liable and pay all- Indian taxes, (other than service tax) duties, levies, royalties, whether local, municipal, provincial or central lawfully assessed against the owner or the contractor in pursuance of the contract. In addition the contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the contractor for his personal income and property only. This clause shall be read in conjunction with clause 12.3 of Instruction to Bidders.

The contractor, along with his bills, shall submit proper documents in the name of the Company to enable the Company claim Input Tax Credit /CENVAT Credit under the applicable laws. The invoice shall be in compliance with the relevant Central excise rules. CCL is entitled to avail CENVAT credit on account of: Excise Duty for indigenous product. Countervailing duty and special additional duty for imported products. Hence set off allowed against VAT, Excise Duty, Countervailing duty/special additional duty and service tax as per relevant tax act. Contractor shall submit relevant document as desired by CCL at the time of supply, along with the bills for enabling CCL to claim CENVAT benefit.

39.0 PROGRESS REPORTS AND PHOTOGRAPHS

During the various stages of the works in the pursuance of the contract, the contractor shall at his own cost submit periodic progress reports as may be reasonably required by the engineer with such materials as charts, net-works, photographs, test certificates, etc. such progress report shall be in the form and size as may be required by the engineer and shall be submitted in at least three (3) copies.

40.0 LONG TERM AVAILABILITY OF SPARES

- 40.1 The contractor shall guarantee the long term availability of spares to the owner for the full life of the equipments covered under the contract. The contractor shall guarantee that before going out of production of spare parts of the equipment covered under the contract, he shall give the owner at least twelve (12) months advance notice so that the latter may order his bulk requirement of spares, if he so desires. The same provision will also be applicable to sub-contractor. Further, in case of discontinuance of manufacture of any spares by the contractor or his sub-contractors the contractor will provide the owner two years in advance, with full manufacturing drawings, material specifications and technical information required by the owner for the purpose of manufacture of such items.
- 40.2 Further, in case of discontinuance of supply of spares by the contractor or his sub-contractors the contractor will provide the owner with full information for replacement of such spares with other equivalent makes, if so required by the owner.
- 40.3 The contractor shall provide the owner with a "directory" of his sub -contractors giving the addresses and other particulars of his sub-contractors. The owner, if he so desires, shall have the right to procure the spares directly from sub -contractors.
- 40.4 Notwithstanding anything stated elsewhere in the bid documents, the prices of all spares which may be procured to cover long term requirements beyond the 2 years' maintenance and operational requirements will be generally in accordance with the mutually agreed prices.
- 40.5 The contractor will indicate in advance the delivery period of the items of spares, which the owner may procure in accordance with the sub-clause 40.4. In case of emergency requirements of spares, the contractor would make every effort to expedite the manufacture and delivery of such spares on the basis of mutually agreed time schedule.
- 40.6 The procedure specified in clause 40.4 and 40.5 shall apply for future procurement of items included in stand by spare list, mandatory spares lists, optional spares list and special tools, plants and equipment list, if any, specified in the bid documents.
- 40.7 The Contractor shall indemnify the owner for the availability of long time spares as per the terms and conditions laid down above in clause 40.1 to clause 40.6.

41.0 PAYMENT

- 41.1 The payment to the contractor for the performance of the works under the contract will be made by the owner as per the guidelines and conditions specified herein. All payment made during the

contract shall be on account payments only. The final payment will be made on completion of all the works and on fulfillment by the contractor of all his liabilities under the contract.

41.2 CURRENCY OF PAYMENT

All payments under the contract shall be in Indian Rupees only.

41.3 DUE DATES FOR PAYMENT

Owner will make progressive payment as and when the payment is due as per the terms of payment set forth in the accompanying technical specifications. Payment will become due and payable by the owner within thirty (30) days from the date of receipt of contractor's bill/invoice/debit note by the owner, provided the documents submitted are complete in all respects.

41.4 PAYMENT SCHEDULE

The contractor shall prepare and submit to the engineer for approval, a break-up of the contract price. This contract price break-up shall be interlinked with the agreed detailed PERT network of the contractor setting forth his starting and completion dates for the various key phases of works prepared as per condition of this section. While preparing the PERT network, the supply of P&M Equipment shall be linked to construction of respective Civil and Structural Works. Any payment under the contract shall be made only after the contractor's price break-up is approved by the engineer. The aggregate sum of the contractor's price break-up shall be equal to the lump sum contract price.

41.5 INTERIM PAYMENTS

- 41.5.1 The contractor shall submit running bill for the payment in the prescribed proforma of the owner to be supplied in due course at the time of payment.
- 41.5.2 Each such running bill shall state the amount claimed and shall set forth in detail, in the order of the payment schedule, particulars of the works including the works executed at site and of the equipment shipped/brought on to the site pursuant to the contract up to the date mentioned in the bill and for the period covered since the last preceding certificate, if any.
- 41.5.3 Every interim payment claim shall indicate the contract value of the works executed up to the date mentioned in the running bill, provided that no sum shall be included in any running bill in respect of the works that, according to the decision of the engineer, does not comply with the contract, or has been performed, at the date of certificate prematurely.

41.6 TERMS OF PAYMENTS

41.6.1 Payment: Since the total job is on turnkey basis, any payment to the Contractor before the final payment shall be treated as provisional payment towards the total contract value.

The Contractor may at intervals of not less than one month submit claims/ bills for payment on account of work done after proper scrutiny and certification of the same by the Employer. The progressive payment shall be made in respect of the following:

- a) Design engineering
- b) Civil construction including foundation and buildings
- c) Structural fabrication and erection
- d) Supply of equipment
- e) Machinery Erection
- f) Trial Run and commissioning

All such payments shall be made by the Employer online / through Account Payee Cheque within a month from the date of the submission of claims/bills. Payment will also be governed by Clauses of 3.0 of General Terms & Conditions of Contract. Any sum due from the Contractor shall be deducted from the first or next subsequent on account of payments as the case may be, in general the following procedure of payment shall be followed:

41.6.1.1 Design and Engineering.

- a) 85 % payment on completion of approval of system, mechanical, electrical, civil, structural design, drawings etc. as per contract on prorata basis.

- b) 7.5 % payment on Preliminary acceptance of the works after start-up and trial operation as per clause 14.1/14.2 of General Technical Conditions.
- c) 7.5% on issue of final acceptance certificate of the works after performance and guarantee test as per clause 14.3 of General Technical Conditions.

41.6.1.2 Civil/Structural Works:

- a) 90 % payment on progress of work completed, duly measured and certified by the engineer.
- b) 5 % payment on preliminary acceptance of the works after start-up and trial operation as per clause 14.1/14.2 of General Technical Conditions.
- c) 5 % on issue of final acceptance certificate of the works after performance and guarantee test as per clause 14.3 of General Technical Conditions.

41.6.1.3 Supply of Equipment:

- a) 85 % payment on receipt of the equipment conforming to stipulated specifications and quality in good condition at site to be certified by the site engineer.
- b) 7.5% on preliminary acceptance of the works after start-up and trial operation as per clause 14.1/14.2 of General Technical Conditions.
- c) 7.5% on issue of final acceptance certificate of the works after performance and guarantee test as per clause 14.3 of General Technical Conditions.

41.6.1.4 Installation & Commissioning:

- a) 85% progress payment based on the installation and commissioning of plant and equipment duly certified by site engineer.
- b) 7.5% payment on preliminary acceptance of the works after start-up and trial operation as per clause 14.1/14.2 of General Technical Conditions.
- c) 7.5% on issue of final acceptance certificate of the works after performance and guarantee test as per clause 14.3 of General Technical Conditions.

41.6.1.5 Final Bill:

As soon as possible after completion of the works to the satisfaction of the Employer the Contractor shall forward a certified final bill. It shall be accompanied by all relevant vouchers, such as royalty clearance certificate (if any) from appropriate authorities, submission of copies of working drawings, technical documents as required documents showing therein all additions and alternations etc. in the process of execution, completion certificate for embedded and covered up works, plant handing over certificate etc. as applicable. The Contractor shall be paid full and final payment only after deduction of amounts paid against on account bill and any other amount due etc. payable by Contractor.

42.0 SETTLEMENT OF DISPUTES

It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the company level. The contractor should make request in writing to the Engineer-in-charge for settlement of such disputes/ claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/ claims of the contractor shall be entertained by the company.

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

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

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

In case of parties other than Govt. Agencies, the redressal of the dispute may be sought in the Court of Law.

43.0 SALES TAX ON WORKS CONTRACTS

All taxes, levies, cess, royalties, whether local, municipal, provincial or central pertaining to the contract are payable during the entire periods of contract, shall be to the contractor/ contractors account and shall be deemed to have been included in the contracted rate for the work to be executed by the contractor. The Company shall not be liable for any taxes or levies etc. whatsoever in connection with this contract. 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.

SUB-SECTION -4.2

ADDITIONAL TERMS & CONDITIONS OF CONTRACT

The following additional terms & conditions are also acceptable to the company. The tenderers are requested not to quote any additional conditions in their tender .

1. MOBILISATION ADVANCE :

- i) In the case of works whose estimated value is more than Rs.100.00 lakhs , a maximum of 10% of the total contract value of work will be paid as mobilisation advance subject to submission of Bank Guarantee for 110% advance amount.
- ii) Mobilisation Advance against survey, soil investigation, design & engineering will be paid in two equal installments - one after signing of the agreement and the second after the system design drawings have been completed and detailed design work is to be taken up by the contractor.
- iii) Mobilisation Advance against supply of equipments shall be released only after the contractor has finalised their vendors/suppliers for the specific equipment and the amount of advance shall be proportionate to the value of equipment for which vendors/suppliers have been finalised vis-à-vis the total value of equipments offered in the contract limited to 10% of the contract value.
- iv) Mobilisation Advance against works contract for site activities shall be paid in two equal installments. First installment shall be paid after the contractor has opened their site office and having finalised their subcontractors. The second installment shall be paid for taking procurement action of construction materials like reinforcing steel and structural steel by the contractor.
- v) The mobilisation advance shall be recovered from the bills of the contractor from the second running on account bills onward @ 20% of the advance amount paid.
- vi) The value of Bank Guarantee may be reduced to the extent such advance is recovered by the company subject to the conditions that the value of Bank Guarantee amount at any time is more than the recoverable outstanding advance. Bank Guarantee shall be irrevocable and from a Nationalised Bank /Scheduled Bank.
- vii) Interest on mobilisation advance will be charged as per the rate of CIL's borrowing rate under cash credit arrangement as varying from time to time.

2.0 PRICE VARIATION CLAUSE:

- 2.1 The contract price shall remain firm without any price variation due to escalation for the portions of survey, geo-engineering investigations, design and engineering and supply of equipments, plant and machineries as envisaged in the scope of work and the price agreed thereon as per the contract except the statutory increase/decrease in taxes and duties such as excise duty, sales tax, import duty etc.
- 2.1.1 If the contract is to be extended beyond the stipulated period for completion of the work due to fault on the part of the contractor escalation on prices should not be allowed further if not provided otherwise in the accepted contract .
- 2.2 For the portions of civil and structural works and erection and commissioning works of the plant & machineries, the price variation due to escalation shall be allowed to the extent as detailed hereinafter
- 2.2.1 If the prices of materials (not being materials supplied at fixed issue rates by the company) and wages of labour, required for execution of the work, increase, the contractor shall be compensated for such increase as per provisions detailed below:
 - a) The amount of the contract shall accordingly be varied, subject to the condition that such compensation for variation in prices shall be available only for the work done during the stipulated period of the contract as per the work programme agreed including such period for which the contract is validly extended under the provisions of the contract without any penal action.

- b) The base date for working out such price variation shall be as on the last date of submission of bid (inclusive of price part) or the revised price bid (inclusive of revised offer if any), whichever is later
- c) The compensation of Price variation shall be worked out at quarterly intervals and shall be with respect to the cost of work done during the previous three months . The first such payment shall be made at the end of three months after the month (Excluding) in which the tender was accepted and thereafter at three months' interval.

2.2.1.1 PRICE VARIATION FOR LABOUR:

The amount paid to the contractor for the work done shall be adjusted for increase or decrease in the cost of labour and the cost shall be calculated quarterly in accordance with the following formula:

$$V L = W \times \frac{A}{100} \times \frac{L - L_o}{L_o}$$

Where :

V L = Variation in labour cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

W = Value of work done during the period under reckoning to which the price variation relates as indicated in clause no. 2.3 of the 'ADDITIONAL TERMS & CONDITIONS OF CONTRACT'.

A = Component of labour expressed as percentage of the total value of work adopted from Table-1

L= Minimum wages for unskilled workers payable as per the Minimum Wages Act / Rules of the State or Central Government ., whichever is more , applicable to the place of work as on the last date stipulated for receipt of the Price bids or Revised Price bids whichever is later.

L = Revised minimum wages of unskilled workers corresponding to L_o during the period to which the escalation relates.

2.2.1.2 Price Variation on Materials :

The amount to be paid to the contractor for the work done shall be adjusted for increase or decrease in the cost of materials and the cost shall be calculated quarterly in accordance with the following formula:

$$V_m = W \times \frac{B}{100} \times \frac{M - M_o}{M_o}$$

Where :

V_m = Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

W = Value of work done during the period under reckoning to which the price variation relates as indicated in clause no. 2.3 of the 'ADDITIONAL TERMS & CONDITIONS OF CONTRACT'.

B = Component of material expressed as percentage of the total value of work adopted from Table-1

M = Average All India Wholesale Price Index for all commodities for the period to which price variation relates as published by the RBI Bulletin , Ministry of Industry & Commerce , Govt. Of India.

M_o = All India Wholesale Price Index for all commodities as published by the RBI Bulletin , Ministry of Industry & Commerce , Govt. Of India , relating to the last date on which the price bids Or revised price bids whichever is later were stipulated to be received.

2.2.1.3 PRICE VARIATION ON POL :

The amount to be paid to the contractor for the work done shall be adjusted for increase or decrease in the cost of POL and the cost shall be calculated quarterly in accordance with the following formula:

$$V_f = W \times \frac{C}{100} \times \frac{F - F_o}{F_o}$$

Where :

Vf = Variation in the cost of fuel , oil & lubricants increase or decrease in the amount in rupees to be paid or recovered.

W = Value of work done during the period under reckoning to which the price variation relates as indicated in clause no. 2.3 of the ' ADDITIONAL TERMS & CONDITIONS OF CONTRACT'.

C = Component of POL expressed as percentage of total value of work adopted from Table-1

F = Average Index Number for Wholesale Price for the group of "Fuel, power, light and lubricants" as published by the Economic Advisor, Ministry of Industry, Govt. of India for the period to which escalation/ de-escalation relates.

Fo = Index Number for Wholesale Price for the group of "Fuel, power, light and lubricants" as published by the Economic Advisor, Ministry of Industry, Govt. Of India prevalent on the last date of receipt of price bids or revised price bids whichever is later.

2.3 While Calculating The Value Of "W" The Following May Be Noted. :

The cost on which the escalation/price variation shall be payable shall be reckoned as 85% of the cost of work as per the bills to which escalation relates , and from this amount the value of materials supplied or services rendered at the prescribed charges under the relevant provisions of the contract , and proposed to recovered in the particular bill , shall be deducted before the amount of compensation for escalation/price variation is worked out. Further the cost shall not include any work for which payment is made at prevailing market rates.

2.4 In the event the price of materials and/ or wages of labour required for execution of the work decreases, there shall be downward adjustment of the work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formulae hereinbefore stated under this clause shall mutatis /mutandis apply. For all other works not listed above , the component of labour , material and POL of the total cost of work shall be as specifically indicated in the tender document.

The price variation clause as stated above will be applied for extended time frame of a contract by following the principles as under

- i) Normally, if and when it is understood that a contract is not going to be completed within the scheduled time period, the contract is kept operative by extending the time of completion provisionally. During this provisional extended period the operation of the Price Variation Clause will remain suspended.
- ii) If and when it is decided at the end of the successful completion of the work that the delay was due to causes not attributable to the contractor, then the Price Variation Clause will be revived and applied as if the scheduled date of completion has been shifted to the approved extended date.
- iii) If it is decided at the end of successful completion of the work that the delay was due to the fault of the contractor then the Price Variation clause will not be revived and no payment will be made to the contractor on this account. Additionally the Clause related to Compensation for delay will be applied.
- iv) In some cases the total delay may be partially due to causes not attributable to the contractor and partially due to his fault. It may be difficult to exactly quantify the total delay proportionately in such cases. The Price Variation Clause under such condition will be made operative for the entire extended time period by freezing the relevant indices on the date of the scheduled date of completion as originally fixed in the contract/ agreement. At the same time the Clause related to the compensation for delay will also be applied.

Table - 1

Value of A , B & C in the Price variation formula in the 'Additional Terms and Conditions of Contract :

Sl. No.	Particulars	A (Labour component)	B (Material component)	C (POL component)	Remarks
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1.	For Building works	25	75	NIL	
2.	For Road works	15	80	05	
3.	For external sewerage, external water supply and external electrification	10	90	NIL	
4.	For external water supply, external sanitary and external electrification (Through labour rate contract)	75	25	NIL	
5.	For steel structural works	15	85	NIL	
6.	For steel structural works with Department free supply of rolled steel section (Through labour rate contract)	75	25	NIL	
7.	For Coal Handling plant Civil works	25	75	NIL	
8.	For underground civil works such as incline Drivage ,Shaft Sinking etc.	35	65	NIL	
9	For Erection and Commissioning of P&M	65	35	NIL	

2.5 CEILING ON PRICE VARIATION DUE TO ESCALATION

There shall be a ceiling on price variation due to escalation covered under clauses mentioned herein before on the whole contract, limited to 10% of the 'contract price' only.

2.6 VARIATION IN THE TAXES, DUTIES, LEVIES ETC.

Other statutory variation due to increase in taxes, duties, levies etc. by Govt. (Central or State or Local) as of thirty (30) days prior to the date of opening of the bid or the revised price bid, whichever is later, with the taxes, duties, levies etc. during the manufacture/works/supply, as the case may be, shall be born by the owner. Similarly decrease in taxes, duties, levies etc. shall be returned/deducted to/by the owner.

SUB-SECTION -4.3

GENERAL TECHNICAL CONDITIONS

1.0 GENERAL

This part covers technical conditions pursuant to the contract and will form an integral part of the contract. The following provisions shall supplement all the detailed technical specifications and requirements brought out in the accompanying technical specifications. The contractor's proposal shall be based on the use of equipment and materials complying fully with the requirements, specified herein. It is recognised that the contractor may have standardized on the use of certain components, materials, processes or procedures different than those specified herein. Alternate proposals offering similar equipment based on the manufacturer's standard practice will also be considered provided such proposals meet the specified designs, standard and performance requirements and are acceptable to the owner.

2.0 LIMIT OF CONTRACT

Equipment furnished shall be complete in every respect with all mountings, fittings, fixtures and standard accessories normally provided with such equipment and/or needed for erection, completion and safe operation of the equipment as required by applicable codes though they may not have been specifically detailed in the technical specifications unless included in the list of exclusions. All similar standard components/parts of similar standard equipment provided, shall be inter-changeable with one another.

3.0 EQUIPMENT PERFORMANCE GUARANTEE

- 3.1 The performance tests of the equipment under the scope of the contract are detailed in the technical specifications. These guarantees shall supplement the general performance guarantee provisions covered under general terms & conditions of contract in clause entitled "Guarantee".
- 3.2 Liquidated damages for not meeting performance guarantee during the performance and guarantee tests shall be assessed and recovered from the contractor, as detailed in the technical specifications. Such liquidated damages shall be without any limitation whatsoever and shall be in addition to damages, if any payable under any other clauses of conditions of contract.

4.0 ENGINEERING DATA

- 4.1 The furnishing of engineering data by the contractor shall be in accordance with the schedule for each set of equipment as specified in the technical specifications. The review of these data by the engineer will cover only general conformance of the data to the specifications and documents, interfaces with the equipment provided under the specifications, external connections and of the dimensions which might affect plant layout. This review by the engineer may not indicate a thorough review of all dimensions, quantities and details of the equipment, materials, any devices or items indicated or the accuracy of the information submitted. This review and/or approval by the engineer shall not be construed by the contractor, as limiting any of his responsibilities and liabilities for mistakes and deviations from the requirements, specified under these specifications and documents.
- 4.2 All engineering data submitted by the contractor after final process including review and approval by the engineer shall form part of the contract documents and the entire works covered under these specifications shall be performed in strict conformity, unless otherwise expressly requested by the engineer in writing.

5.0 DRAWING

- 5.1 All drawings submitted by the contractor including those submitted at the time of bid shall be sufficiently detailed to indicate the type, size, arrangement, weight of each component, break-up for

packing and shipment, the external-connections, fixing arrangements required, the dimensions required for installation and inter-connections with other equipment and materials, clearances and spaces required between various portions of equipment and any other information specifically requested in the specifications.

- 5.2 Each drawing submitted by the contractor shall be clearly marked with the name of the owner, the unit designation, the specifications title, the specification number and the name of the project. If standard catalogue pages are submitted the applicable items shall be indicated therein. All titles, notings, markings and writings on the drawing shall be in English. All the dimensions should be in metric units.
- 5.3 The owner may use a 35 mm microfilm system in processing drawings. All drawings shall be suitable for microfilming. Drawings which are not suitable for microfilming will not be accepted. A copy of each drawings reviewed will be returned to the contractor as stipulated herein. The owner may also accept and use disks/flash drives for computer based drawings.
- 5.3.1 Copies of drawings returned to the contractor will be in the form of a print with the owner's marking, or a print made from a microfilm of the marked up drawing or in the form of aperture cards if the contractor has facilities to process such cards or print made from floppies for computer based drawings.
- 5.4 The drawings submitted by the contractor shall be reviewed by the engineer as far as practicable within four (4) weeks and shall be modified by the contractor if any modifications and/or corrections are required by the engineer. The contractor shall incorporate such modifications and/or corrections and submit the final drawings for approval. Any delay arising out of failure by the contractor to rectify the drawings in good time shall not alter the contract completion date.
- 5.5 Approval by the Nodal Officer or his Nominee: the Contractor shall submit specifications and drawings showing the proposed Temporary Works to the Nodal Officer/Engineer-in-charge or his Nominee, who is to approve them if they comply with the specifications and drawings. The Contractor shall be responsible for design of Temporary Works. The Nodal Officer/Engineer-in-charge or nominee's approval shall not alter the contractor's responsibility for design of the Temporary Works.
- 5.6. The drawings sent for approval to the engineer shall be in quintuplicate. One print of such drawings will be returned to the contractor by the engineer marked approved/approved with corrections. The contractor shall thereupon furnish the owner with nine prints and one reproducible original of the drawings after incorporating all corrections.
- 5.7 Further work by the contractor shall be in strict accordance with these drawings and no deviation shall be permitted without the written approval of the engineer, if so required.
- 5.8 All manufacturing and fabrication work in connection with the equipment prior to the approval of the drawings shall be at the contractor's risk. The contractor may make may changes in the design which are necessary to make the equipment conform, to the provisions and intent of the contract and such changes will again be subject to approval by the engineer. Approval of contractor's drawings or work by the engineer shall not relieve the contractor of any of his responsibilities and liabilities under the contract.
- 5.9 Drawings shall include all installation and detailed piping drawings wherever applicable. All piping 100 mm and larger shall be routed in detail and smaller pipe shall be shown schematically or by isometric drawings. All drawings shall be fully corrected to agree with actual as built construction.
- 5.10 Operating and Maintenance Manual : If "as built" drawings and/or operating and Maintenance Manuals are required the contract shall supply them by the dates stated in the contract data. If the Contractor does not supply the drawings and/or Manuals by the dates stated in the contract data, or they do not receive the Nodal Officer or his Nominee's approval, the Nodal Officer or his Nominee shall withhold the amount stated in the contract data from payments due to the contractor.

6.0 INSTRUCTION MANUALS

- 6.1 The contractor shall submit to the engineer, preliminary instruction manuals for all the equipment, covered under the contract within the time agreed upon between the owner & the contractor. The final instruction manuals complete in all respects shall be submitted by the contractor thirty (30) days before the first shipment of the equipment. The instruction manuals shall contain full details and drawings of all the equipment furnished, the erection procedures, testing procedures, operation and maintenance procedures of the equipment. These instruction manuals shall be submitted in the form of one (1) reproducible original and twelve (12) copies.
- 6.2 If after the commissioning and initial operation of the plant, the instruction manuals require any modifications/ additions/changes, the same shall be incorporated and the updated final instruction manuals in the form of one (1) reproducible original and twelve (12) copies shall be submitted by the contractor to the owner and also two copies to be submitted in soft copy in CD or pen drive.
- 6.3 The contractor shall furnish to the owner, twelve (12) sets of spare parts catalogue and two soft copies in cd/pen-drive.
- 6.4 In addition the contractor shall supply two sets of all documents ,specification, operation and maintenance manuals (in hard copies also) and as built drawings in CDs/Pen drive in AutoCAD format to CCL. The document supplied shall be in easily readable ,search and printable format.

7.0 FIRST FILL OF CONSUMABLE, OILS AND LUBRICANTS

All the first fill of consumable such as oils, lubricants and essential chemicals etc., which will be required to put the equipment covered under the scope of the specifications, into successful trial operation, shall be furnished by the contractor unless specifically excluded under the exclusions in the specifications and other documents.

8.0 MANUFACTURING SCHEDULE

The contractor shall submit to the engineer his manufacture and delivery schedules for all equipment within thirty (30) days from the date of the letter of acceptance of tender. Such schedules shall be in line with the detailed net-work for all phases of the work of the contractor. Such schedules shall be reviewed, up-dated and submitted to the engineer, once every two (2) months thereafter, by the contractor. Schedule shall also include the materials and equipment purchased from outside suppliers.

9.0 REFERENCE STANDARDS

- 9.1 The codes and/or standards referred to in these specifications shall govern, in all cases wherever such references are made. In case of a conflict between such codes and/or standards and the specifications, the latter shall govern. Such codes and/or standards referred to shall mean the latest revisions, amendments/changes adopted and published by the relevant agencies. In case of any further conflict in this matter, the same shall be referred to the engineer whose decision shall be final and binding.
- 9.2 Other internationally acceptable standards which ensure equal or higher performance than those specified shall also be accepted.

10.0 DESIGN IMPROVEMENT

- 10.1 The engineer or the contractor may propose changes in the specification of the equipment or quality thereof and if the parties agree upon any such changes the specification shall be modified accordingly.
- 10.2 If any such agreed upon change is such that it affects the price and schedule of completion, the parties shall agree in writing as to the extent of any change in the price and/or schedule of completion before the contractor proceeds with the change. Following such agreement the provision thereof, shall be deemed to have been amended accordingly.

11.0 QUALITY ASSURANCE

11.1 Quality Assurance Programme

To ensure that the equipment and services under the scope of this contract whether manufactured or performed within the contractor's works or at his sub-contractor's premises or at the owner's site or at any other place of work are in accordance with the specifications, the contractor shall adopt suitable quality assurance programme to control such activities at all points necessary. Such programme shall be outlined by the contractor and shall be finally accepted by the engineer after discussions before the issue of letter of acceptance of tender. A quality assurance programme of the contractor shall generally cover the following :

- a. his organisation structure for the management and implementation of the proposed quality assurance programme:
- b. documentation control system:
- c. qualification data for bidder's key personnel:
- d. the procedure for purchase of materials, parts components and selection of sub-contractor's services including vendor analysis, source inspection, incoming raw-material inspection, verification of materials purchased etc.:
- e. system for shop manufacturing and site erection control including process control and fabrication and assembly controls:
- f. control of non-conforming items and system for corrective actions:
- g. inspection and test procedure both for manufacture and field activities:
- h. control of calibration and testing of measuring and testing equipment:
- i. system for indication and appraisal of inspection status:
- j. system for quality audits:
- k. system for authorising release of manufactured product to the owner:
- l. system for maintenance of records:
- m. system for handling storage and delivery: and
- n. a quality plan detailing out the specific quality control procedure adopted for controlling the quality characteristics relevant to each item of equipment furnished and each work at different stages executed at work site.

11.2 Quality Assurance Documents

The contractor shall be required to submit the following Quality Assurance Documents within three weeks after despatch of the equipment :

- i. all non-destructive examination procedures stress relief and weld repair procedure actually used during fabrication.
- ii. welder and welding operator qualification certificates.
- iii. welder identification list, listing welder's and welding operator's qualification procedure and welding identification symbols.
- iv. material mill test reports on components as specified by the specification.
- v. the inspection plan with verification, inspection plan check points, verification sketches, if used, and methods used to verify that the inspection and testing points in the inspection plan were performed satisfactorily.
- vi. sketches and drawings used for indicating the method of traceability of the radiographs to the location on the equipment.

- vii. all non-destructive examination result reports including radiography interpretation reports.
- viii. stress relief time temperature charts.
- ix. factory test results for testing required as per applicable codes and standard referred in the specifications.
- x. the engineer or his duly authorised representative reserves the right to carry out quality audit and quality surveillance of the systems and procedures of the contractor/his vendor's quality management and control activities.

12.0 ENGINEER'S SUPERVISION

- 12.1 To eliminate delays and avoid disputes and litigation it is agreed between the parties to the contract that all matters and questions shall be referred to the engineer and his decision shall be final.
- 12.2 The work shall be performed under the direction and supervision of the engineer. The scope of the duties of the engineer, pursuant to the contract, will include but not be limited to the following:
 - a. interpretation of all the terms and conditions of these documents and specification.
 - b. review and interpretation of all the contractor's drawings, engineering data etc.
 - c. witness or authorise his representative to witness tests and trials either at the manufacturer's works or at site, or at any place where work is performed under the contract.
 - d. inspect, accept or reject any equipment, material and work under the contract.
 - e. issue certificate of acceptance and/or progressive payment and final payment certificates.
 - f. review and suggest modifications and improvements in completion schedules from time to time.
 - g. supervise the quality assurance programme implementation at all stages of the works.
 - h. to receive and endorse the dispatch documents enabling the contractor to clear the consignments.

13.0 INSPECTION, TESTING AND INSPECTION CERTIFICATE

- 13.1 The engineer, his duly authorised representative and/or outside inspection agency acting on behalf of the owner shall have at all reasonable times access to the contractor's premises or works and shall have the power at all reasonable times to inspect and examine the materials and workmanship of the works during its manufacture or erection and if part of the works is being manufactured or assembled at other premises or works, the contractor shall obtain for the engineer and for his duly authorised representative permission to inspect as if the works were manufactured or assembled on the contractor's own premises or works.
- 13.2 The contractor shall give the Engineer/Inspector fifteen (15) days written notice of any material being ready for testing . Such tests shall be to the contractor's account except for the expenses of the Inspector.

The Engineer/Inspector, unless witnessing of the tests is virtually waived, will attend such tests within fifteen (15) days of the date on which the equipment is notified as being ready for test/inspection, failing which the contractor may proceed with the test which shall be deemed to have been made in the Inspector's presence and he shall forthwith forward to the Inspector duly certified copies of tests in triplicate.
- 13.3 The Engineer or Inspector shall within fifteen (15) days from the date of inspection as defined herein give notice in writing to the contractor, of any objection to any drawings and all or any equipment and workmanship which in his opinion is not in accordance with the contract. The contractor shall give due consideration to such objections and shall either make the modifications that may be necessary to meet the said objections or shall confirm in writing to the Engineer/Inspector giving reasons therein, that no modifications are necessary to comply with the contract.

- 13.4 When the factory tests have been completed at the contractor's or sub-contractor's works, the Engineer/Inspector shall issue a certificate to this effect within fifteen (15) days after completion of tests but if the tests are not witnessed by the Engineer/Inspector, the certificate shall be issued within fifteen (15) days of the receipt of the contractor's test certificate by the Engineer/Inspector. Failure of the Engineer/Inspector to issue such a certificate shall not prevent the contractor from proceeding with the works. The completion of these tests or the issue of the certificate shall not bind the owner to accept the equipment should it, on further tests after erection, be found not to comply with the contract.
- 13.5 In all cases where the contract provides for tests whether at the premises or works of the contractor or of any sub-contractor, the contractor, except where otherwise specified, shall provide free of charge such items as labour, materials, electricity, fuel, water, stores, apparatus and instruments as may be reasonably demanded by the Engineer/Inspector or his authorised representative to carry out effectively such tests of the equipment in accordance with the contract and shall give facilities to the Engineer/Inspector or to his authorised representative to accomplish testing.
- 13.6 The inspection by Engineer and issue of Inspection Certificate thereon shall in no way limit the liabilities and responsibilities of the contractor in respect of the agreed quality assurance programme forming a part of the contract.

14.0 TEST

14.1 Start up

- 14.1.1 On completion of erection of the equipment and before start-up, each item of the equipment shall be thoroughly cleaned and then inspected jointly by the Engineer and the contractor for correctness and completeness of installation and acceptability of start -up, leading to initial pre-commissioning tests at site. The list of pre-commissioning tests to be performed shall be as mutually agreed and included in the contractor's quality assurance programme.
- 14.1.2 The contractor's commissioning/start-up engineers specifically identified as far as possible shall be responsible for carrying out all the pre-commissioning tests. On completion of inspection, checking and after the pre -commissioning tests are satisfactorily over, the complete equipment shall be placed on initial operation during which period the complete equipment shall be operated integral with sub -systems and supporting equipment as a complete plant referred hereinafter as plant.

14.2 Trial Operation

- 14.2.1 The plant shall then be on trial operation during which period all necessary adjustments shall be made while operating over the full load-range enabling the plant to be made ready for performance and guarantee tests.
- 14.2.2 The duration of trial operation of the complete equipment shall be fourteen (14) days out of which at least seventy two (72) hours shall be continuous operation on full load or any other duration as may be agreed to, between the engineer and the contractor. The trial operation shall be considered successful, provided that each item of the equipment can operate continuously at the specified operating characteristics, for the period of trial operation.
- 14.2.3 For the period of trial operation, the time of operation with any load shall be counted. Minor interruptions not exceeding four (4) hours at a time, caused during the continuous operation shall not affect the total duration of trial operation. However, if in the opinion of the engineer, the interruption is long, the trial operation shall be prolonged for the period of interruption.
- 14.2.4 A trial operation report comprising of observations and recordings of various parameters to be measured in respect of the above trial operation shall be prepared by the contractor. This report, besides recording the details of the various observations during trial run, shall also include the dates of start and finish of the trial operations and shall be signed by the representatives of both the parties. The report shall have sheets, recording all the details of interruptions occurred, adjustments made and any minor repairs done during the trial operation. Based on the observations, necessary

modifications/ repairs to the plant shall be carried out by the contractor to the full satisfaction of the engineer to enable the later to accord permission to carry out performance and guarantee tests on the plant. However, minor defects which do not endanger the safe operation of the equipment, shall not be considered as reasons for withholding the aforesaid permission.

14.3 Performance and guarantee test

- 14.3.1 The final test as to the performance and guarantees shall be conducted at site, by the owner. Such tests will be commenced within a period of two (2) months after successful completion of trial operations. Any extension of time beyond the above two (2) months shall be mutually agreed upon.
- 14.3.2 These tests shall be binding on both the parties of the contract to determine compliance of the equipment with the performance guarantees.
- 14.3.3 The available instrumentation and control equipment will be used during such tests and the engineer will calibrate, all such measuring equipment and devices as far as practicable. However, unmeasurable parameters shall be taken into account in a reasonable manner by the engineer, for the equipment of these tests. The tests will be conducted at the specified load points and as near the specified cycle condition as practicable. The engineer will apply proper corrections in calculation, to take into account conditions which do not correspond to the specified conditions.
- 14.3.4 Any special equipment, tools and tackles required for the successful completion of the performance and guarantee tests shall be provided by the contractor, free of cost.
- 14.3.5 The guaranteed performance figures of the equipment shall be proved by the contractor during these performance and guarantee tests. Should the results of these tests show any decrease from the guaranteed values, the contractor shall modify the equipment as required to enable it to meet the guarantees. In such case, performance and guarantee tests shall be repeated within one month, from the date the equipment is ready for re-tests and all cost for modifications including labour, materials and the cost of additional testing to prove that the equipment meets the guarantees, shall be borne by the contractor. Duration of performance guarantee tests will be of one month of which 6 (six) days continuous on load operation is the minimum requirement and in case it fails, the process of performance guarantee tests will be repeated.
- 14.3.6 The specific tests to be conducted on equipment has been brought out in the technical specifications.
- 14.3.7 Performance and guarantee test shall make allowance for instrumentation errors as may be decided by the engineer-in-charge.

14.4 TEST CODES

The provisions outlined in the ASME performance test codes or other international and Indian approved equivalents shall generally be used as a guide for all the above test procedures unless otherwise specified in the technical specifications.

15.0 PACKING

- 15.1 All the equipment shall be suitably protected, coated, covered or boxed and crated to prevent damage or deterioration during transit, handling and storage at site till the time of erection. While packing all the materials, the limitation from the point of view of availability of railway wagon sizes in India should be taken into account. The contractor shall be responsible for any loss or damage during transportation, handling and storage due to improper packing.

16.0 PROTECTION

All coated surfaces shall be protected against abrasions, impact, discoloration and any other damages. All exposed threaded portions shall be suitably y protected with either a metallic or a non-metallic protecting device. All ends of all valves and piping and conduit equipment connections shall be properly sealed with suitable devices to protect them from damage. The parts which are likely to get rusted, due to exposure to weather, should also be properly treated and protected in a suitable manner.

17.0 PRESERVATIVE SHOP COATING

- 17.1 All exposed metallic surfaces subject to corrosion shall be protected by shop application of suitable coatings. All surfaces which will not be easily accessible after the shop assembly, shall before hand be treated and protected for the life of the equipment. All surfaces shall be thoroughly cleaned of all mill scale, oxide and other coatings and prepared in the shop. The surfaces that are to be finish painted after installation or require corrosion protection until installation, shall be shop painted with at least two coats of primer. Transformers and other electrical equipment, if included shall be shop finished with one or more coats of primer and two coats of high grade resistance enamel. The finished colours shall be as per manufacturer's standards, to be selected and specified by the engineering at a later date.
- 17.2 Shop primer for all steel surface which will be exposed to operating temperature below 95°C shall be selected by the contractor, after obtaining specific approval of the engineer regarding the quality of primer proposed to be applied. Special high temperature primer shall be used on surfaces exposed to temperatures higher than 95°C and such primers shall also be subject to the approval of the engineer.
- 17.3 All other steel surfaces which are not to be painted shall be coated with suitable dust preventive compound subject to the approval of the engineer.

18.0 PROTECTIVE GUARDS

Suitable guards shall be provided for protection of personnel on all exposed rotating and/or moving machine parts. All such guards with necessary spares and accessories shall be designed for easy installation and removal for maintenance purposes.

19.0 DESIGN CO-ORDINATION

The contractor shall be responsible for the selection and design of appropriate equipment to provide the best co-ordinated performance of the entire system. The basic design requirements are detailed out in Technical Specifications. The design of various components, sub-assemblies and assemblies shall be so done, so that it facilitates easy field assembly and maintenance. All the rotating components shall be so selected that the natural frequency of the complete unit is not critical at or close to the operating range of the unit.

20.0 DESIGN CO-ORDINATION MEETING

The contractor will be called upon to attend design co-ordination meetings with the engineer, other contractors and the consultants of the owner during the period of contract. The contractor shall attend such meetings at his own cost at the office of GM(E&M) ,CCL,Ranchi or at mutually agreed venue as and when required and fully co-operate with such persons and agencies involved during those discussions.

21.0 TOOLS AND TACKLES

The contractor shall supply with the equipment one complete set of all special tools and tackles for the erection, assembly, dis-assembly and maintenance of the equipment. However, these tools and tackles shall be separately packed and brought on to site.

22.0 NOISE LEVEL

The equivalent 'A' weighted sound level measured at a distance of 1.5 metres above floor level in elevation and one metre horizontally from the base of any equipment furnished and installed under these specifications, expressed in decibels to a reference of 0.0002 microbar, shall not exceed 85 dBA.

23.0 TAKING OVER

Upon successful completion of all the tests to be performed at site on equipment furnished and

erected by the contractor, the engineer shall issue to the contractor a taking over certificate as a proof of the final acceptance of the equipment. Such certificate shall not unreasonably be withheld nor will the engineer delay the issuance thereof, on account of minor omissions or defects which do not affect the commercial operation and/or cause any serious risk to the equipment. Such certificate shall not relieve the contractor of any of his obligations which otherwise survive, by the terms and conditions of the contract after issuance of such certificate.

24.0 INDIAN STANDARDS

Normally Indian Standards as published by BUREAU OF INDIAN STANDARDS shall be followed. Wherever relevant Indian Standard is not published by the BIS, International Standards or American Standard or German Standard or British Standard, as decided by the Engineer in consultations with the Consultants employed by the Owner, shall be followed.

25.0 WELDING

If the manufacturer has special requirements relating to the welding procedures for welds at the terminals of the equipment to be procured by the owner under separate specifications, the requirements shall be submitted to the engineer in advance of commencement of erection work.

26.0 LUBRICATION

Equipment shall be lubricated by systems designed for continuous operation. Lubricant level indicators shall be furnished and marked to indicate proper levels under both stand-still and operating conditions.

27.0 EQUIPMENT BASES

A cast iron or welded steel base plate shall be provided for all rotating equipment which is to be installed on a concrete/structural steel base unless otherwise agreed to by the engineer. Each base plate shall support the unit and its drive assembly, shall be of a neat design with pads for anchoring the units, shall have a raised lip all around, and shall have threaded drain connections.

28.0 RATING PLATES, NAME PLATES AND LABELS

28.1 Each main and auxiliary item of plant is to have permanently attached to it in a conspicuous position a rating plate of non-corrosive material upon which is to be engraved the manufacturer's name, equipment, type or serial number, together with details of the loading conditions under which the item of plant in question has been designed to operate, and such diagram plates as may be required by the engineer.

28.2 Each item of plant is to be provided with a nameplate or label designating the service of the particular equipment. The inscriptions are to be approved by the engineer or shall be as detailed in the appropriate sections of the technical specifications.

28.3 Such nameplates or labels are to be of white non-hygroscopic material with engraved black lettering or, alternatively, in the case of indoor circuit breakers, starters etc. of transparent plastic material with suitably coloured lettering engraved on the back.

28.4 Items of plant such as valves, which are subject to handling, are to be provided with an engraved chromium plated nameplate or label with engraving filled with enamel.

28.5 All such name plates, instruction plates, lubrication charts etc. shall be bilingual with Hindi inscription first, followed by English. Alternatively two separate plates one with Hindi and the other with English inscriptions may be provided.

29.0 COLOUR CODE FOR PIPE SERVICES

All pipe services wherever applicable are to be painted in accordance with the owner's standard colour scheme, by the contractor.

30.0 SERVICE BY THE OWNER

30.1 The following services shall be provided by the owner :

- i. Construction/ drinking water at one point within 100 metres of the work site, charges to be decided by the company.
- ii. Auxiliary power for construction at one point within 100 metres of the work site, charges to be decided by the company.

30.2 In the event of the contractor requiring these services at parameters other than those specified above, for any systems, equipment, instrument etc. he shall make the necessary arrangements himself.

SUB-SECTION – 4.4

ERECTION CONDITIONS OF CONTRACT

1.0 GENERAL

- 1.1 The following shall supplement the conditions already contained in the other parts of these Specifications and documents and shall govern that portion of the work of this contract to be performed at site.
- 1.2 The contractor upon signing of the contract shall, in addition to a project co-ordinator, nominate another responsible officer as his representative at site suitably designated for the purpose of overall responsibility and co-ordination of the works to be performed at site. Such person shall function from the site office of the contractor during the pendency of contract.

2.0 REGULATION OF LOCAL AUTHORITIES AND STATUTES

- 2.1 The contractor shall comply with all the rules and regulations of local authorities during the performance of his field activities. He shall also comply with the minimum wages act, 1948, the payment of wages act (both of the Government of India and the local State Government) and the wages notified by CIL for contract laborer from time to time and the rules made there under in respect of any employee or workman employed or engaged by him or his subcontractor.
The contractor shall make all necessary payments 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 CMPF and Miscellaneous Provisions Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be.
- 2.2 All registration and statutory inspection fees, if any, in respect of his work pursuant to this contract shall be to the account of the contractor. However, any registration, statutory inspection fees lawfully payable under the provisions of the rules and regulations of the Government and any other statutory laws and its amendments from time to time during erection in respect of the plant equipment ultimately to be owned by the owner, shall be to the account of the owner. Should any such inspection or registration need to be arranged due to the fault of the contractor or his sub-contractor, the additional fees for such inspection and/or registration shall be borne by the contractor.

3.0 OWNER'S LIEN ON EQUIPMENT

The owner shall have lien on all equipment including those of the contractor brought to the site for the purpose of erection, testing and commissioning of the plant. The owner shall continue to hold the lien on all such equipment throughout the period of contract. No material brought to the site shall be removed from the site by the contractor and/or his sub-contractors without the prior written approval of the engineer.

4.0 INSPECTION, TESTING AND INSPECTION CERTIFICATES

The provisions of the clause entitled inspection testing and inspection certificates under section GTC shall also be applicable to the erection portion of the works. The engineer shall have the right to re-inspect any equipment though previously inspected and approved by him, at the contractor's works, before and after the same are constructed and/or erected at site. If by the above inspection, the engineer rejects any work or equipment, the contractor shall make good for such rejection either by replacement or modifications/repairs as may be necessary, to the satisfaction of the engineer. Such replacement will also include the replacement or re-execution of such of those works of other contractors and/or agencies, which might have got damaged or affected by the replacements or re-work done to the contractor's work.

5.0 ACCESS TO SITE AND WORKS ON SITE

- 5.1 Suitable access to and possession of the site shall be accorded to the contractor by the owner in reasonable time.
- 5.2 The owner shall have the necessary foundations to be provided by him ready, as per the agreed schedule for the execution of the individual phases of works.

- 5.3 The works so far as it is carried out on the owner's premises, shall be carried out at such time as the owner may approve and the owner shall give the contractor reasonable facilities for carrying out the works.
- 5.4 In the execution of the works, no persons other than the contractor or his duly appointed representative, sub-contractor and workmen, shall be allowed to do work on the site, except by the special permission, in writing of the engineer or his representative.

6.0 CONTRACTOR'S SITE OFFICE ESTABLISHMENT

The contractor shall establish a site office at the site and keep posted an authorised representative for the purpose of the contract. Any written order or instruction of the engineer or his duly authorized representative, shall be communicated to the said authorised resident representing the contractor and the same shall be deemed to have been communicated to the contractor at his legal address.

7.0 CO-OPERATION WITH OTHER CONTRACTORS

- 7.1 The contractor shall co-operate with all other contractors or tradesmen of the owner, who may be performing other works on behalf of the owner and the workmen who may be employed by the owner and doing work in the vicinity of the works under the contract. The contractor shall also so arrange to perform his work as to minimise, to the maximum extent possible, interference with the work of other contractors and his workmen. Any injury or damage that may be sustained in the employees of the other contractors and the owner, due to the contractor's work shall promptly be made good at his own expense. The engineer shall determine the resolution of any difference or conflict that may arise between the contractor and other contractors or between the contractor and the workmen of the owner in regard to their work. If the works of the contractor is delayed because of any acts or omissions of another contractor, the contractor shall have no claim against the owner on that account other than an extension of time for completing his works.
- 7.2 The engineer shall be notified promptly by the contractor of any defects in the other contractor's works that could affect the contractor's works. The engineer shall determine the corrective measures if any, required to rectify this situation after inspection of the works and such decisions by the engineer shall be binding on the contractor.

8.0 DISCIPLINE OF WORKMEN

The contractor shall adhere to the disciplinary procedure set by the engineer in respect of his employees and workmen at site. The engineer shall be at liberty to object to the presence of any representative or employees of the contractor at the site, if in the opinion of the engineer such employee has mis-conducted himself or be incompetent or negligent or otherwise undesirable and then the contractor shall remove such a person objected to and provide in his place a competent replacement.

9.0 CONTRACTOR'S FIELD OPERATION

- 9.1 The contractor shall keep the engineer informed in advance regarding his field activity plans and schedules for carrying out each part of the works. Any review of such plan or schedule or method of work by the engineer shall not relieve the contractor of any of his responsibilities towards the field activities. Such reviews shall also not be considered as an assumption of any risk or liability by the engineer or the owner or any of his representatives and no claim of the contractor will be entertained because of the failure or inefficiency of any such plan or schedule or method of work reviewed. The contractor shall be solely responsible for the safety, adequacy and efficiency of plant and equipment and his erection methods.
- 9.2 The contractor shall have complete responsibility for the conditions of the work site including the safety of all persons employed by him or his sub-contractor and all the properties under his custody during the performance of the work. This requirement shall apply continuously till the completion of the contract and shall not be limited to normal working hours. The construction review by the engineer is not intended to include review of contractor's safety measures in, on or near the work-site, and their adequacy or otherwise.

10.0 PHOTOGRAPHS AND PROGRESS REPORT

- 10.1 The contractor shall furnish three (3) prints each to the engineer of progress photographs of the work done at site. Photographs shall be taken as and when indicated by the engineer or his representative. Photographs shall be adequate in size and number to indicate various stages of erection. Each photograph shall contain the date, the name of the contractor and the title of the photograph.
- 10.2 The above photographs shall accompany the monthly progress report detailing out the progress achieved on all erection activities as compared to the schedules. The report shall also indicate the reasons for the variance between the scheduled and actual progress and the action proposed for corrective measures wherever necessary.

11.0 MAN-POWER REPORT

- 11.1 The contractor shall submit to the engineer, on the first day of every month, a man hour schedule for the month, detailing the man hours scheduled for the month, skill wise and area -wise.
- 11.2 The contractor shall also submit to the engineer on the first day of every month, a man power report of the previous months detailing the number of persons scheduled to have been employed and actually employed, skill-wise and areas of employment of such labour.

12.0 PROTECTION WORK

The contractor shall have total responsibility for protecting his works till it is finally taken over by the engineer. No claim will be entertained by the owner or the engineer for any damage or loss to the contractor's works and the contractor shall be responsible for the complete restoration of the damaged works to its original condition to comply with the specifications and drawings. Should any such damage to the contractor's works occur because of other party not under his supervision or control, the contractor shall make his claim directly with the party concerned. If disagreement or conflict or dispute develops between the contractor and the other party or parties concerned regarding the responsibility for damage to the contractor's works the same shall be resolved as per the provisions of the clause 7.0 above entitled cooperation with other contractors. The contractor shall not cause any delay in the repair of such damaged works because of any delay in the resolution of such disputes. The contractor shall proceed to repair the work immediately and the cause thereof will be assigned pending resolution of such dispute.

13.0 EMPLOYMENT OF LABOUR

- 13.1 The contractor will be expected to employ on the work only his regular skilled employees with experience of his particular work. No female labour shall be employed after darkness no persons below the age of eighteen years shall be employed.
- 13.2 All traveling expenses including provisions of all necessary transport to and from site lodging allowances and other payments to contractor's employees shall be the sole responsibility of the contractor.
- 13.3 The hour of work on the site shall be decided by the owner and the contractor shall adhere to it. Working hours will normally be eight (8) hours per day- Monday to Saturday.
- 13.4 Contractor's employees shall wear identification badges while on work at site.
- 13.5 In case the owner becomes liable to pay any wages or dues to the labour or to any Government agency under any of the provisions of the Minimum Wages Act, Workmen compensation Act, Contract Labour Regulation Abolition Act, CMPF Act/EPF Act or any other law due to act of omission of the contractor, the owner may make such payments and shall recover the same from the contractor's bills.

14.0 FACILITIES TO BE PROVIDED BY THE OWNER**14.1 SPACE :**

The contractor shall advise the owner within thirty (30) days from the date of acceptance of the letter of award, about his exact requirement of space for his office, storage area, pre-assembly and fabrication areas, toilets, etc. The above requirement shall be reviewed by the engineer and space will be allotted to the contractor for construction of his temporary structures like office, storage sheds and other utilities etc. for his own as well as his sub-contractor's use.

14.2 ELECTRICITY :

The contractor shall submit to the engineer within thirty (30) days from the date of acceptance of the award letter, his electrical power requirements, if any, to allow the planning of the temporary electrical distribution by the engineer. The contractor shall be provided with supply of electricity for the purposes of the contract, only at one point in the project site. The contractor shall make his own further distribution arrangement. All temporary wiring must comply with local regulations and will be subject to engineer's inspection and approval before connection to supply. Power The contractor shall be charged for the power supplied at prevalent rate of power supplied by State Electricity Board.

14.3 WATER :

Supply of water will be made available for the construction purposes at an agreed single point within 100 metres of the work site. And further distribution will be the responsibility of the contractor. The contractor shall be charged for the water supplied at work site @ 1% of the value of civil works and shall be deducted from the contractor's running/final bills.

15.0 FACILITIES TO BE PROVIDED BY THE CONTRACTOR**15.1 Tools, tackles and scaffoldings**

The contractor shall provide all the construction equipment, tools, tackles and scaffoldings required for pre-assembly, erection, testing and commissioning of the equipment covered under the contract. He shall submit a list of all such materials to the engineer before the commencement of pre-assembly at site. These tools and tackles shall not be removed from the site without the written permission of the engineer.

15.2 Communication

The owner will extend the telephone & telex facilities, if available at site, for purposes of contract. The contractor shall be charged at actual for such facilities.

15.3 First – aid

15.3.1 The contractor shall provide necessary first-aid facilities for all his employees, representatives and workmen working at the site. Enough number of contractor's personnel shall be trained in administering first-aid.

15.3.2 The owner will provide the contractor, in case of an emergency, the services of an ambulance for transportation to the nearest hospital.

15.4 Cleanliness

15.4.1 The contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc. during the period of contract. The contractor shall employ enough number of special personnel to thoroughly clean his work area at least once in a day. All such rubbish and scrap material shall be stacked or disposed in a place to be identified by the engineer. Materials and stores shall be so arranged to permit easy cleaning of the area in areas where equipment might drip oil and cause damage to the floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.

15.4.2 Similarly the labour colony, the offices and the residential areas of the contractor's employees and workmen shall be kept clean and neat to the entire satisfaction of the engineer. Proper sanitary arrangement shall be provided by the contractor, in the work areas, office and residential areas of the contractor.

16.0 LINES AND GRADES

All the works shall be performed to the lines, grades and elevations indicated on the drawings. The contractor shall be responsible to locate and layout the works. Basic horizontal and vertical control points will be established and marked by the engineer at site at suitable points. These points shall be used as datum for the works under the contract. The contractor shall inform the engineer well in advance of the times and places at which he wishes to do work in the area allotted to him, so that suitable datum points may be established and checked by the engineer to enable the contractor to proceed with his works. Any work done without being properly located may be removed and/or dismantled by the engineer at contractor's expense.

17.0 FIRE PROTECTION

- 17.1 The work procedures that are to be used during the erection shall be those which minimise fire hazards to the extent practicable. Combustible materials, combustible waste and rubbish shall be collected and removed from the site at least once each day. Fuels, oils and volatile or flammable materials shall be stored away from the construction and equipment and materials storage areas in safe containers. Untreated canvas paper, plastic or other flammable flexible materials shall not at all be used at site for any other purpose unless otherwise specified. If any such materials are received with the equipment at the site, the same shall be removed and replaced with acceptable material before moving into the construction area or storage.
- 17.2 Similarly corrugated paper fabricated cartons etc. will not be permitted in the construction area either for storage or for handling of materials. All such materials used shall be water proof and flame resistant type. All the other materials such as working drawings, plants, etc. which are combustible but are essential for the works to be executed shall be protected against combustion resulting from welding sparks, cutting flames and other similar fire sources.
- 17.3 All the contractor's supervisory personnel and sufficient number of workers shall be trained for fire - fighting and shall be assigned specific fire protection duties. Enough of such trained personnel must be available at the site during the entire period of the contract.
- 17.4 The contractor shall provide enough fire protection equipment of the types and number for the ware - houses, office, temporary structures, labour colony area etc. Access to such fire protection equipment, shall be easy and kept open at all times.

18.0 SECURITY

The contractor shall have total responsibility for all equipment and materials in his custody stored, loose, semi-assembled and/or erected by him at site. The contractor shall make suitable security arrangements including employment of security personnel to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and losses. All materials of the contractor shall enter and leave the project site only with the written permission of the engineer in the prescribed manner.

19.0 CONTRACTOR'S AREA LIMITS

The engineer will mark-out the boundary limits of access roads, parking spaces, storage and construction areas for the contractor and the contractor shall not trespass the areas not so marked out for him. The contractor shall be responsible to ensure that none of his personnel move out of the areas marked out for his operations. In case of such a need for the contractor's personnel to work out of the areas marked out for him, the same shall be done only with the written permission of the engineer.

20.0 CONTRACTOR'S CO-OPERATION WITH THE OWNER

In cases where the performance of the erection work by the contractor affects the operation of the system facilities of the owner, such erection work of the contractor shall be scheduled to be performed only in the manner stipulated by the engineer and the same shall be acceptable at all times to the contractor. The engineer may impose such restrictions on the facilities provided to the contractor such as electricity, water, etc. as he may think fit in the interest of the owner and the contractor shall strictly adhere etc. such

restrictions and co-operate with the engineer. It will be the responsibility of the contractor to provide all necessary temporary instrumentation and other measuring devices required during start-up and operation of the equipment systems, which are erected by him. The contractor shall also be responsible for flushing and initial filling of all the oil and lubricants required for the equipment furnished and erected by him, so as to make such equipment ready for operation. The contractor shall be responsible for supplying such flushing oil and other lubricants unless otherwise specified elsewhere in these documents & specifications.

21.0 PRE-COMMISSIONING TRAILS AND INITIAL OPERATIONS

The pre-commissioning trails and initial operations of the equipment furnished and erected by the contractor shall be the responsibility of the contractor as detailed in relevant clauses in section GTC. The contractor shall provide, in addition, test instruments, calibrating devices, etc. and the labour required for the successful performance of these trials. It is anticipated that the above test may prolong for a long time, the contractor's workmen required for the above test shall always be present at site during such trials.

22.0 MATERIALS HANDLING AND STORAGE

- 22.1 All the equipment furnished under the contract and arriving at site shall be promptly received, unloaded and transported and stored in the storage spaces by the contractor.
- 22.2 Contractor shall be responsible for examining all the shipment and notify the engineer immediately or any damage, shortage, discrepancy, etc. for the purpose of engineer's information only. The contractor shall submit to the engineer every week a report detailing all the receipts during the week. However, the contractor shall be solely responsible for any shortages or damage in transit, handling and/or in storage and erection of the equipment at the site. Any demurrage, wharfage and other such charges claimed by the transporters, railways etc. shall be to the account of the contractor.
- 22.3 The contractor shall maintain an accurate and exhaustive record detailing out the list of all equipment received by him for the purpose of erection and keep such record open for the inspection of the engineer at any time.
- 22.4 All equipment shall be handled very carefully to prevent any damage or loss. No bare wire ropes, slings, etc. shall be used for unloading and/or handling of the equipment without the specific written permission of the engineer. The equipment stored shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the store shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at site.
- 22.5 All electrical panels, control gear, motors and such other devices shall be properly dried by heating before they are installed and energized. Motor bearings, slip rings, commutators and other exposed parts shall be protected against moisture ingress and corrosion during storage and periodically inspected. Heavy rotating parts in assembled conditions shall be periodically rotated to prevent corrosion due to prolonged storage.
- 22.6 All the electrical equipment such as motors, generators, etc. shall be tested for insulation resistance at least once in three months from the date of receipt till the date of commissioning and a record of such measured insulation values maintained by the contractor. Such records shall be open for inspection by the engineer.
- 22.7 The contractor shall ensure that all the packing materials and protection devices used for the various equipment during transit and storage are removed before the equipment are installed.
- 22.8 The consumable and other supplies likely to deteriorate due to storage must be thoroughly protected and stored in a suitable manner to prevent damage or deterioration in quality by storage.
- 22.9 All the materials stored in the open or duty location must be covered with suitable weather-proof and flameproof covering materials wherever applicable.
- 22.10 If the materials belonging to the contractor are stored in areas other than those earmarked for him, the engineer will have the right to get it moved to the area earmarked for the contractor at the contractor's cost.
- 22.11 The contractor shall be responsible for making suitable indoor storage facilities to store all equipment which require indoor storage. Normally, all the electrical equipment such as motors, control gear, generators, exciters and consumable like electrodes, lubricants etc. shall be stored in the closed storage space. The engineer, in addition, may direct the contractor to move certain other materials

which in his opinion will require indoor storage, to indoor storage areas which the contractor shall strictly comply with.

23.0 CONSTRUCTION MANAGEMENT

- 23.1 The field activities of the contractors working at site, will be co-ordinated by the engineer and the engineer's decision shall be final in resolving any disputes or conflicts between the contractor and other contractors and tradesmen of the owner regarding scheduling and co-ordination of work. Such decision by the engineer shall not be a cause for extra compensation or extension of time for the contractor.
- 23.2 The engineer shall hold weekly meetings of all the contractors working at site, at a time and a place to be designated by the engineer. The contractor shall attend such meetings and take notes of discussions during the meeting and the decisions of the engineer and shall strictly adhere to those decisions in performing his works. In addition to the above weekly meetings, the engineer may call for other meetings either with individual contractors or with selected number of contractors and in such a case the contractor, if called will also attend such meetings.
- 23.3 Time is the essence of the contract and the contractor shall be responsible for performance this works in accordance with the specified construction schedule. If at any time, the contractor is falling behind the schedule, he shall take necessary action to make good for such delays by increasing his work force or by working overtime or otherwise accelerate the progress of the work to comply with the schedule and shall communicate such actions in writing to the engineer, satisfying that his action will compensate for the delay. The contractor shall not be allowed any extra compensation for such action.
- 23.4 The engineer shall however not be responsible for provision of additional labour and/or materials or supply or any other services to the contractor except for the co-ordination work between various contractors as set out earlier.

24.0 FIELD OFFICE RECORDS

The contractor shall maintain at his site office up-to-date copies of all drawings, specifications and other contract documents and any other supplementary data complete with all the latest revisions thereto. The contractor shall also maintain in addition the continuous record of all changes to the above contract documents, drawings, specifications, supplementary data, etc. effected at the field and on completion of his total assignment under the contract shall incorporate all such changes on the drawings and other engineering data to indicate as installed condition of the equipment furnished and erected under the contract. Such drawings and engineering data shall be submitted to the engineer in required number of copies. Daily work programme with progress of the previous day and deployment of labour related to work programme and attendance of workmen deployed during the previous day shall be maintained in a register. This register shall be signed by authorised representative of the contractor which will then be checked and signed by the owner's representative. Every three months this register shall be deposited to the owner which shall then be owners property.

25.0 CONTRACTOR'S MATERIALS BROUGHT ON TO SITE

- 25.1 The contractor shall bring to site all equipment, parts, materials, including construction equipment, tools and tackles for the purpose of the works with intimation to the engineer. All such goods shall, from the time of their being brought vest in the owner, but may be used for the purpose of the works only and shall not on any account be removed or taken away by the contractor without the written permission of the engineer. The contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.
- 25.2 The owner shall have a lien on such goods for any sum or sums which may at any time be due or owing to him by the contractor, under, in respect of or by reasons of the contract. After giving a fifteen (15) days' notice in writing of his intention to do so, the owner shall be at liberty to sell and dispose of any such goods, in such manner as he shall think fit including public auction or private treaty and to apply the proceeds in or towards the satisfaction of such sum or sums due as aforesaid.
- 25.3 After the completion of the works, the contractor shall remove from the site under the direction of the engineer the materials such as construction equipment, erection tools and tackles, scaffolding etc.

with the written permission of the engineer. If the contractor fails to remove such materials, within 15 days of issue of a notice by the engineer to do so then the engineer shall have the liberty to dispose of such materials as detailed under clause 25.2 above and credit the proceeds thereto the account of the contractor.

26.0 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY

- 26.1 The contractor shall be responsible for any damage resulting from his operations. He shall also be responsible for protection of all persons including members of public and employees of the owner and the employees of other contractors and sub-contractors and all public and private property including structures, buildings, other plants and equipment and utilities either above or below the ground.
- 26.2 The contractor will ensure provision of necessary safety equipment such as barriers, sign-boards, warning lights and alarms, etc. to provide adequate protection to persons and property. The contractor shall be responsible to give reasonable notice to the engineer and the owners of public or private property and utilities when such property and utilities are likely to get damaged or injured during the performance of his works and shall make all necessary arrangements with such owners, related to removal and/o replacement or protection of such property and utilities.

27.0 PAINTING

All exposed metal parts of the equipment including pipings, structure railing etc. wherever applicable, after installation unless otherwise surface protected, shall be first painted with at least one coat of suitable primer which matches the shop primer paint used, after thoroughly cleaning all such parts of all dirt, rust, scales, greases, oils and other foreign materials by wire brushing, scraping or sand blasting, and the same being inspected and approved by the engineer for painting. Afterwards, the above parts shall be finished with two coats of alloyed resin machinery enamel paints. The quality of the finish paint shall be as per the standards of ISI or equivalent and to be of the colour as approved by the engineer.

28.0 INSURANCE

- 28.1 In addition to the conditions covered under the clause entitled insurance in general terms and conditions of contract of this volume-1, the following provisions will also apply to the portion of the works to be done beyond the contractor's own or his sub-contractor's works.

28.2 Workmen's compensation insurance

This insurance shall protect the contractor against all claims applicable under the Workmen's Compensation Act 1948 (Government of India). This policy shall also cover the contractor against claims for injury, disability disease or death of his or his sub-contractor's employees, which for any reason are not covered under the Workmen's Compensation Act 1948. The liabilities shall not be less than

Workmen's compensation	As per statutory provisions
Employer's liability	As per statutory provisions

28.3 Comprehensive Automobile Insurance

This insurance shall be in such a form to protect the contractor against all claims for injuries, disability, disease and death to members of public including the owner's men and damage to the property of others arising from the use of motor vehicles during on or off the site operations, irrespective of the ownership of such vehicles.

28.4 Comprehensive General Liability Insurance

- 28.4.1 This insurance shall protect the contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act or omission on the part of the contractor, his agents, his employees, his representatives and sub-contractors or from riots, strikes and civil commotion. The insurance shall also cover all the liabilities of the contractor arising out of the clause entitled defense of suits under General Terms and Conditions of contracts of this volume. 1.

- 28.4.2 The hazards to be covered will pertain to all the works which and areas where the contractor, his sub-contractors, his agents and his employees have to perform work pursuant to the contract.

- 28.5 The above are only illustrative list of insurance covers normally required and it will be the responsibility of the contractor to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect, in pursuance of the contract.

29.0 UNFAVOURABLE WORKING CONDITIONS

The contractor shall confine all his field operations to those works which can be performed without subjecting the equipment and materials to adverse effects, during inclement weather conditions, like monsoon, storms, etc. and during other unfavourable construction conditions. No field activities shall be performed by the contractor under conditions which might adversely affect quality and efficiency thereof, unless special precautions or measures are taken by the contractor in a proper and satisfactory manner in performance of such works and with concurrence of the engineer. Such unfavorable construction conditions will in no way relieve the contractor of his responsibility to perform works as per the schedule.

30.0 PROTECTION OF MONUMENTS AND REFERENCE POINTS

The contractor shall ensure that any finds such as relic, antiquity, coins, fossils, etc. which he might come across during the course of performance of his works either during excavation or elsewhere, are properly protected and handed over to the engineer. Similarly the contractor shall ensure that the bench marks, reference points, etc., which are marked out either with the help of engineer or by the engineer shall not be disturbed in any way during the performance of his works. If any work is to be performed which disturb such references, the same shall be done only after these are transferred to other suitable locations under the direction of the engineer. The contractor shall provide all necessary materials and assistance for such relocation of reference points etc.

31.0 WORK AND SAFETY REGULATIONS

- 31.1 The contractor shall ensure proper safety of all the workmen, materials plant and equipment belonging to him or the Company or to others, working at or near the site. The contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislation and the engineer-in-charge as he may deem necessary.

- 31.2 The contractor will notify well in advance to the engineer -in-charge of his intention to bring to the site any container filled with liquid or gaseous fuel or explosive or petroleum substance or such chemicals which may involve hazards. The engineer-in-charge shall have the right to prescribe the conditions, under which such container is to be stored, handled and used during the performance of the works and the contractor shall strictly adhere to and comply with such instructions. The engineer-in-charge shall have the right at his sole discretion to inspect any such container or such construction plant/equipment for which material in the container is required to be used and if in his opinion, its use is not safe, he may forbid its' use. No claim due to such prohibition shall be entertained by the owner. Nor the owner shall entertain any claim of the contractor towards additional safety provisions/conditions to be provided for constructed as per engineer-in-charge's instructions.

Further any such decision of engineer-in-charge shall not, in any way, absolve the contractor of his responsibilities, and in case, use of such a container or entry there of into the site area is forbidden by engineer-in-charge, the contractor shall use alternative methods with the approval of engineer-in-charge without any cost implication to Company or extension of work schedule.

- 31.3 Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosives, the contractor shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulations laid down in Petroleum Act 1934, Explosives Act 1948, and Petroleum and Carbide of Calcium Manual Published by the Chief Inspector of Explosives of India. All such storage shall have prior approval of the engineer -in-charge . In case, any approvals are necessary from the Chief Inspector (Explosive) or any statutory authorities, the contractor shall be responsible for obtaining the same.
- 31.4 All equipment used in construction and erection by contractor shall meet Indian, Inter -national Standards and where such standards do not exist, the contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the contractor in accordance with

- manufacturer's operation manual and safety instructions and per Guidelines/Rules of the Company in this regard.
- 31.5 Periodical Examinations and all tests for all lifting/hoisting equipment and tackles shall be carried out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 1910 and associated Laws/Rules enforced from time to time. A register of such examinations and tests shall be properly maintained by the contractor and will be promptly produced as and when desired by engineer-in-charge or by the person authorized by him.
- 31.6 The contractor shall be fully responsible for the safe storage of his and his sub-contractors radio-active sources in accordance with BARC/DAE Rules and other applicable provisions. All precautionary measures stipulated by BARC/DAE in connection with use, storage and handling of such material will be taken by contractor.
- 31.7 The contractor shall provide suitable safety equipment of prescribed standard to all employee and workmen according to the need, as may be directed by engineer-in-charge who will also have right to examine these safety equipment to determine their suitability, reliability, acceptability and adaptability.
- 31.8 Where explosives are to be used, the same shall be used under the direct control and supervision of an expert, experienced, qualified and competent person strictly in accordance with the code practices/rules framed under Indian Explosives Act pertaining to handling, storage and use of the explosives.
- 31.9 The contractor shall provide safe working conditions to all workmen and employees at the site including safe means of access, railings, stairs, ladders, scaffoldings etc. The scaffoldings, stairs, ladders etc. shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality of material only shall be used by the contractor.
- 31.10 The contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the owner or other contractors under any circumstances, whatsoever, unless expressly permitted in writing by the Company to handle such fuses, wiring or electrical equipment.
- 31.11 Before the contractor connects any electrical appliances to any plug or socket belonging to the other contractor or owner, he shall:
- a satisfy the engineer that the appliances is in good working condition
 - b inform the engineer of the maximum current rating, voltage and phases of the appliances.
 - c obtain permission of the engineer detailing the sockets to which the appliances may be connected.
- 31.12 The engineer will not grant permission to connect until he is satisfied that:
- a .the appliance is in good condition and is fitted with a suitable plug.
 - b. the appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.
- 31.13 No electric cable is in use by the contractor/owner will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.
- 31.14 No repair work shall be carried out on any live equipment. The equipment shall must be declared safe by engineer-in-charge and a permit to work shall be issued by engineer-in-charge before any repair work is carried out by the contractor. While working on electric lines/equipments whether alive or dead, suitable type and sufficient quantity of tools will have to be provided by contractor to electricians/workmen/officers.
- 31.15 The contractor shall employ necessary number of qualified, full time electricians/ electrical supervisors to maintain in his temporary electrical installations.
- 31.16 The contractor employing more than 250 workmen whether temporary, casual, probationer, regular or permanent or on contract, shall employ at least one full time officer exclusively as safety officer to supervise safety aspects of the equipment and workmen who will co-ordinate with the project safety officer.
- In case of work being carried out through sub-contractor's, the sub-contractor's workmen/employees will also be considered as the contractor's employees/workmen for above purpose. The name and address of a such safety officer of contractor will be promptly informed in writing to engineer-in-charge with a copy to safety officer-in charge before he starts work or immediately after any change of the incumbent is made during currency of the contract.

- 31.17 In case any accident occurs during the construction/erection or other associated activities undertaken by the contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the contractor to promptly inform the same to the company's engineer-in-charge in prescribed form and also to all the authorities envisaged under the applicable laws.
- 31.18 The engineer-in-charge shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove short comings promptly. The contractor after stopping the specific work, can, if felt necessary, appeal against the order of stoppage of work to the General Manager of the project within 3 days of such stoppage of work and decision of the project G.M in this respect shall be conclusive and binding on the contractor.
- 31.19 The contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons as provided in para 31.18 above and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidate damages.
- 31.20 The contractor shall follow and comply with all the Company safety rules relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without demur, protest or content or reservation. In case of any inconformity between statutory requirement and the Company safety rules referred above, the later shall be binding on the contractor unless the statutory provisions are more stringent.
- 31.21 If the contractor fails in providing safe working environment as per the Company safety rules or continues the work even after being instructed to stop work by engineer -in-charge as provided in para 31.18 above, the contractor shall promptly pay to the Company, on demand i.e. by the owner compensation at the rate of Rs. 5,000/= per day or part there of till the instructions are complied with an so certified by engineer -in-charge. However in case of accident taking place causing injury to any individual, the provisions contained in para 31.22 shall also apply in addition to compensation mentioned in this para.
- 31.22 If the contractor does not take all safety precautions and/or fails to comply with the safety rules as prescribed by the Company or under the applicable laws for the safety of the equipment and plant and for the safety of personnel and the contractor does not prevent hazardous conditions which cause injury to his own employees or employees of other contractors, or the Company employees or any other person who are at site or adjacent thereto, the contractor shall be responsible for payment of compensation under the relevant provisions of the workmen's compensation act and rules framed there under or any other applicable laws as applicable from time to time.
- Permanent disablement shall have same meaning as indicated in workmen's compensation act. The compensation mentioned above shall be in addition to the compensation payable to the workmen/employees under the relevant provisions of the workmen's compensation act and rules framed there under or any other applicable laws as applicable from time to time.
- In case the owner is made to pay such compensation then the contractor is liable to reimburse the owner such amount.

32.0 CODE REQUIREMENTS

The erection requirements and procedures to be followed during the installation of the equipment shall be in accordance with the relevant Indian Regulations. ASME codes and accepted good engineering practice, the engineer's drawings and other applicable Indian recognised codes and the laws and regulations of the Government of India.

33.0 FOUNDATION DRESSING AND GROUTING

- 33.1 The surfaces of foundations shall be dressed to bring the top surface of the foundations to the required level, prior to placement of equipment/equipment bases on the foundations.
- 33.2 All the equipment bases and structural steel base plates shall be grouted and finished as per these specifications unless otherwise recommended by the equipment manufacturer.

33.3 The concrete foundation surfaces shall be properly prepared by chipping, grinding as required to bring the type of such foundation to the required level, to provide the necessary roughness for bondage and to assure enough bearing strength. All laitance and surface film shall be removed and cleaned.

33.4 GROUTING MIX

The grouting mixtures shall be composed of Portland cement, sand and water. The Portland cement to be used shall conform to ISI No. 269 or equivalent, sand shall conform to ISI No.383/2386 or equivalent. The grout proportions for flat based where the grouting space does not exceed 35 mm shall be 50 Kg bag of cement to 75 Kg of sand. Only the required quantity of water shall be added so as to make the mix quaky and flowable and the mix shall not show excess water on top when it is being puddled in place. Forthicker grout beds upto 65 mm, the amount of sand shall be increased to 105 Kg per bag of cement. Bases which are hollow and are to be filed full of grouting shall be filled to a level of 25 mm above the outside rim with a mortar mix in the volumetric proportions of one bag of cement and 1.5 bags sand and 1.5 part 6 mm granite gravel. An acceptable plasticiser may be added to the grout mixes in a proportion recommended by the plasticisers manufacturer. All such grouts shall be thoroughly mixed for not less than five minutes in an approved mechanical mixer and shall be used immediately after mixing.

33.5 PLACING OF GROUT

33.5.1 After the base has been prepared, its alignment and level has been checked and approved and before actually placing the grout a low dam shall be set around the base at a distance that will permit pouring and manipulation of the grout. The height of such dam shall be at least 25 mm above the bottom of the base. Suitable size and number of chains shall be introduced under the base before placing the grout, so that such chains can be moved back and forth to push the grout into every part of the space under the base.

33.5.2 The grout shall be poured either through grout holes if provided or shall be poured at one side or at two adjacent sides giving it a pressure head to make the grout move in a solid mass under the base and out in the opposite side. Pouring shall be continued until the entire space below the base is thoroughly filled and the grout stands at least 25 mm higher all around than the bottom of the base. Enough care should be taken to avoid any air or water pockets beneath the bases.

33.6 FINISHING OF THE EDGES OF THE GROUT

The poured grout should be allowed to stand undisturbed until it is well set. Immediately thereafter, the dam shall be removed and grout which extends beyond the edges of the structural or equipment base plates shall be out off flush and removed. The edges of the grout shall then be pointed and finished with 1:2 cement mortar pressed firmly to bond with the body of the grout and smoothed with a tool to present a smooth vertical surface. The work shall be done in a clean and scientific manner and the adjacent floor spaces, exposed edges of the foundations, and structural steel and equipment base plates shall be thoroughly cleaned of any spillage of the grout

33.7 CHECKING OF EQUIPMENT AFTER GROUTING

After the grout is set and cured, the contractor shall check and verify the alignment of equipment, alignment of shafts of rotating machinery, the slopes of all bearing pedestals, centring of rotors with respect to their sealing bores, couplings, etc. as applicable and the like items to ensure that no displacement had taken place during grouting . The values recorded prior to grouting shall be used during such post grouting check-up and verifications. Such pre and post grout records of alignment details shall be maintained by the contractor in a manner acceptable to the engineer.

34.0 SHAFT ALIGNMENTS

All the shafts of rotating equipment shall be properly aligned to those of the matching equipment to as perfect an accuracy as practicable. The equipment shall be free from excessive vibration so as to avoid over-heating of bearings or other conditions which may tend to shorten the life of the equipment. All bearings, shafts and other rotating parts shall be thoroughly cleaned and suitably lubricated before starting.

35.0 DOWELING

All the motors and other equipment shall be suitably doweled after alignment of shafts with tapered machined dowels as per the direction of the engineer.

36.0 CHECK OUT OF CONTROL SYSTEMS / POWER SUPPLY

After completion of wiring, cabling furnished under separate specifications and laid and terminated by the owner, the contractor shall check out the operation of all control systems for the equipment furnished and installed under these specifications and documents. The contractor shall get the drawings pertaining to the control system, power supply etc. approved from Directorate General of Mine Safety (DGMS) or any other appropriate authority as necessary, wherever required as per the rules and regulations of the of Indian Mines Act governed by D.G.M.S.

37.0 COMMISSIONING SPARES

The contractor shall make arrangement for an adequate inventory at site of necessary commissioning spares prior to commissioning of the equipment furnished and erected so that any damage or loss during this commissioning activities necessitating the requirements of spares will not come in the way of timely completion of the works under the contract.

38.0 CABLING

- 38.1 All cables shall be supported by conduits or cable tray run in air or in cable channels. These shall be installed in exposed runs parallel or perpendicular to dominant surfaces with right angle turn made of symmetrical bends or fittings. When cables are run on cable trays, they shall be clamped at a minimum interval of 2000 mm or otherwise as directed by the engineer.
- 38.2 Each cable, whether power or control, shall be provided with a metallic or plastic of an approved type, bearing a cable reference number indicated in the cable and conduit list (prepared by the contractor), at every 5 metre run or part thereof and at both ends of the cable adjacent to the terminations. Cable routing is to be done in such a way that cables are accessible for any maintenance and for easy identification.
- 38.3 Sharp bending and kinking of cables shall be avoided. The minimum radii for PVC insulated cables 1100 V grade shall be 15D, where D is the overall diameter of the cable. Installation of other cables like high voltage, coaxial, screened, compensating, mineral insulated shall be in accordance with the cable manufacturer's recommendations. Wherever cables cross roads and water, oil, sewage or gas lines, special care should be taken for the protection of the cables in designing the cable channels.
- 38.4 In each cable run some extra length shall be kept at a suitable point to enable one to two straight through joints to be made should the cable develop fault at a later date.
- 38.5 Control cable terminations shall be made in accordance with wiring diagrams, using identifying codes subject to engineer's approval. Multicore control cable jackets shall be removed as required to train and terminate the conductors. The cable jacket shall be left on the cable, as far as possible, to the point of the first conductor branch. The insulated conductors from which the jacket is removed shall be neatly twined in bundles and terminated. The bundles shall be firmly but not tightly tied utilising plastic or nylon ties or specially treated fungus protected cord made for this purpose. Control cable conductor insulation shall be securely and evenly cut.
- 38.6 The connectors for control cables shall be covered with a transparent insulating sleeve so as to prevent accidental contact with ground or adjacent terminals and shall preferably terminate Elmex terminals and washers. The insulating sleeve shall be fire resistant and shall be long enough to over-pass the conductor insulation. All control cables shall be fanned out and connection made to terminal blocks and test equipment for proper operation before cables are corded together.

SECTION-V

SPECIFICATIONS FOR EXECUTION

1.0 LAYOUT OF LINE

- 1.1 The contractor, on receipt and acceptance of the work order, shall promptly contact the Engineer-in-charge for route survey and measuring the selected route and peg all the angles, sections and terminal positions of the support structure. The contractor will set a series of line pegs along the run conveniently placed, so that the exact route with support structure positions can be easily picked up at site at a later date. During route alignment due consideration shall be given to the obstacles (river, pond, railway line, OH line, building, uneven ground etc) encountered in the route and final route shall be aligned negotiating all such hurdles. Taking all the aspects into consideration, the contractor shall prepare the working drawing showing the selected route, span lengths, type of supports and height, angle, stays etc together with the location of hurdles encountered in the route. The copies of such drawings shall be submitted to the Engineer-in-charge along with a work program for approval.

Contractor shall also prepare detail drawing of supports structures, brackets earth pits, earthing arrangements, etc as required for smooth execution of the work based on final route alignment and submit the same for approval of Engineer-in-charge.

Final route alignment shall generally be made along the specified route of the tender document and there shall not be much deviation in the design of supports structures, brackets earth pits etc from the drawing supplied with the tender document.

- 1.2 After receiving the approved drawings and work program from the Engineer-in-charge contractor shall promptly undertake the work as per approved work program.

2.0 EXCAVATION OF FOUNDATION

- 2.1 The foundation pits generally be excavated up to the specified level. Depending upon the soil condition, the Engineer-in-charge may ask the contractor to increase the depth of the foundation pit. Such alteration in the foundation shall considered

included in the scope of work and no extra payment shall be allowed on account of such alteration.

- 2.2 The foundation pits shall be excavated in the direction of line. The dimension of pits for single pole supports shall be not less than 2 ft x 2 ft (0.61m x 0.61m) and 5'-9" to 6'-9" (1.75 to 2.0 m) deep, however the contractor shall design the actual size of pit depending on to the length of pole and soil condition and shall be as per approved design /drawing.

Every care must be taken to see that the pits are not oversized while digging.

- 2.3 The correct position of stay anchor must be determined and pegged accurately before excavation. The position of stay anchor shall normally be at a distance of (20' ft) 6 meter from the foot of the structure / pole and in no case, the distance from foot of the pole shall be less than 1/4 th of the height of stay clamp from the ground; however the contractor shall design the actual location of pit depending on to the length of pole and soil condition and shall be as per approved design /drawing.

When the position of stay anchor is determined and pegged, the pit shall be excavated. The size of pit shall not be less than (2' x 2') 0.61m x 0.61m and (6' ft) 1.83 m deep, however the contractor shall design the actual size of pit depending on soil condition and shall be as per approved design /drawing.

2.4 **FILLING UP EXCAVATED PITS**

It is important that the excavated area around the foundation of support structure and stay anchor shall be carefully back filled with earth after removal of shuttering. After fully maturing the concrete, the pit shall be filled up properly up to the required level, well rammed by adding water and consolidated in layers not exceeding (6" inch) 152 mm at a time.

3.0 **CEMENT CONCRETE WORKS FOR POLE/STAY FOUNDATIONS**

- 3.1 The concrete work shall be taken up after the supporting structure and stay anchor are properly placed in the pit excavated up to the specified level and duly prepared for cement casting. The pole structure shall be duly checked for verticality and alignment before and after the concrete work.
- 3.2 The mixing and placing of concrete shall be properly done. The material for the coarse aggregate shall be stone chips as specified. The proportion of material specified for concrete mix are by volume in dry condition except cement, cement

must be proportioned by weight, one bag of 45.34 kg being taken as 1.18 cft/0.032 cum. Proper arrangement for measuring the ingredients shall be made by the contractor.

When hand mixing is adopted it shall be carried out on water tight platform such as thick galvanized iron plain sheets properly overlapped and placed upon level ground. The coarse aggregates shall be spread out first evenly over the sheets. The fine aggregate shall be evenly spread out over the coarse aggregate. The aggregates shall then thoroughly be mixed together and leveled. The required amount of cement shall now be spread evenly over the mixed aggregates and then thoroughly be mixed together. Wet mixing shall start from one end with required amount of water using shovels. The whole lot shall not be wetted. Instead, mixing shall proceed progressively.

- 3.3 The only such quantities as are required for the immediate use are to be mixed at any one time. Since the supports are at an appreciable distance apart, a fresh mixing must be made in each case. Timber / metal shuttering shall be used to form the base. As the concrete is poured, it shall be well spread and thoroughly compacted by ramming.
- 3.4 Concreting shall be done in presence of the representative of Engineer-in-charge and therefore the day's programme of such work, must be intimated to the Engineer-in-charge well in advance.
- 3.5 The concreting shall be done in all the legs in case of multi pole structure at the same time and each block once started must be completed without any appreciable break. It is essential that the work shall be done quickly as well as efficiently and adequate number of hands must therefore be employed to ensure this. The shuttering shall remain in position for at least 48 hours after concreting has been done and shall not be disturbed in any case.
- 3.6 Concreting of the poles of the support structure shall be extended up to designed height but not less than 0.3 m height from the ground level in the shape of a cylinder of not less than 0.3m diameter /square of not less than 0.3m side. Extended part of the concreting shall be neatly finished with (1/4") 6 mm thick cement plaster all-round. The same should be done for stay foundations also.

4.0 **CONCRETING IN WATERY FOUNDATION:**

Concreting in the watery foundation pit shall be done only after pumping / completely dewatering the accumulated water from the pit. All necessary

arrangement shall be made to prevent accumulation of water in the pit till initial setting of concrete in the foundation.

5.0 PROTECTION AND CURING

Proper curing of the concrete with suitable water shall be done by the contractor. Contractor shall make all necessary arrangement to keep the concrete damp. Necessary arrangement shall also be made by the contractor for preventing accumulation of water etc for unwanted source (drain etc) into the pit. Curing shall be done for consecutive seven days or as directed by the Engineer-in-charge.

6.0 CEMENT CONCRETE BASE BLOCKS

Pre-cast cement concrete blocks in the ratio of 1:2:4 with $\frac{3}{4}$ inch (19mm) coarse aggregate and the standard dimension being (2'x2') .61m x .61m and (6 inch) 152 mm in thickness shall be provided at the bottom of the pits of the foundation for pole structures.

Alternatively 75 mm thick lean concreting at the bottom of the pit is to be done with 1:2:4 grade cement concrete before erecting rail poles.

7.0 SETTING OF POLE AND FOUNDATION

After placing the pre-cast cement concrete base blocks in the bottom of foundation pit, the support pole structures shall be erected maintaining proper alignment with the route of the overhead line and observing absolute verticality. Proper support shall be provided to the pole structure so that the alignment and verticality is not disturbed during concreting.

8.0 ERECTION OF STAY & THEIR SIZES

- 8.1 Contractor shall be responsible for assessing the requirement of stays in each pole structure. Size of stay set and stay wire specified elsewhere in the document is the minimum size of the respective item. Contractor shall assess the number of such stays required at each support. Contractor shall submit a drawing of such stays indicating alignment of stays for approval.
- 8.2 The box type clamp made 65 mm x 8 mm MS flat strip shall be used for connecting the stay sets with the support structure.
- 8.3 All stay sets shall be duly earthed.

9.0 HOISTING OF INSULATORS & WARD WARES AND FIXING ON THE RAIL-POLE STRUCTURE

For tangent locations of rail-pole structure, 33 kV Pin Insulators shall be used. For section/angle locations of rail-pole structures, strain sets shall be used along consisting of 3 nos 11 kV disc insulators. For jumper connection at section/angle locations required number of 33 kV Pin insulators shall be used as shown in the drawing.

The suspension/tension insulator string shall include shackles, yokes, clevis, dead end fittings suspension/strain clamps etc. On both side structures of main road crossing, power line crossing, railway crossing, P&T line Crossing, River crossing etc. double pin /double strain set shall be used.

For a strain sets, 3 Nos. 11 kV disc Insulators shall be used.

The Insulators and hardwire shall be cleaned and examined before hoisting. All accessories shall be properly fitted as per approved drawing. It shall be ensured that insulator surface is smooth and free from dirt, girt, cuts, abrasions, projections etc. Insulators with hair cracks, chips or those having glazing defects exceeding half centimeter square shall not be used. Security clips shall be in position before hoisting.

10.0 HANDLING AND ERECTION OF ACSR CONDUCTORS

- 10.1 The method of erection, jointing, tensioning of conductor requires special consideration and application.

More care and attention is necessary when handling, running out and erecting aluminium conductor because of their relative softness.

Conductor drum will be transported and unloaded with due care to prevent damage of cable drum and conductor.

- 10.2 While laying, the conductor shall be taken from the top of drum and rotated in the direction of arrow. Running-blocks with wooden sheaves or running out brackets with shackle insulators shall be used to avoid contact with steel works, sacking or soft wood protection shall be given over hard surface, fences, etc. if any.
- 10.3 After laying the conductor, it shall be clamped permanently with shackle or strain clamps. Angle or section points should be selected when pulling up conductors. All strands of the conductor must be gripped securely when pulling the conductors.

- 10.4 While erecting the conductor, only the properly designed tools will be used. It is important that snatch blocks must have aluminium sheaves, for free and smooth working. The free end attached to come along clamps and draw tongs shall have jaws lined with wood or aluminium.

11.0 STRAINING, TENSIONING & SAGGING OF CONDUCTOR

- 11.1 Aluminium conductor shall initially be kept under over-tensioned for some time, this will remove any bend etc from the conductor and prevent loosening of the conductor after final stringing. For DOG conductor, 10% extra tension over the predetermined final tension value shall be considered adequate for this purpose.
- 11.2 In all straining, tensioning, sagging operation, it is essential that sag tables or charts should be followed.
- 11.3 It is a practice to adjust the sag in a span near the middle of section. The sighting method of sagging shall be done very carefully.
- 11.4 The final stage will be transferring the conductor from snatch blocks at intermediate supports to the insulators.

12.0 PRECAUTIONARY MEASURES

The conductor of long length overhead lines must be effectively earthed before working on them, viz. applying binding wires, fitting accessories etc. in order to avoid accident arising out of traveling high induced voltage of atmospheric discharges etc.

13.0 MULTI-POLE STRUCTURES

At angle locations of the lines, double pole/four pole structure shall be erected. For angle deviation more than 10 degree, DP structures shall be erected. For other angle locations where deviation is between 45 degree and 90 degree, four-pole arrangement shall be made. However contractor shall design the supports and may use double pole structure for deviation lower than 10 degree and fore pole structure for deviation lower than 45 degree if so required and will obtain approval of the engineer in charge.

The pole shall be spaced minimum 1.52 m in case of double pole structure and 3.05 m in case of four pole structure. However contractor may use higher spacing as per approved drawing.

14.0 CROSS-ARMS-GENERAL ARRANGEMENT

- 14.1 Dimension and configuration of Cross arm for single pole, double pole and single pole structure has been shown in the drawing. Contractor shall design the cross arm as per site requirement keeping the general arrangement of the cross arm shown in the drawing unchanged and taking specified dimensions as minimum. Cross arms shall be constructed as per approved drawing.
- 14.2 In case of double pole structures double cross arm is to be used for sectionalizing the line.

15.0 INSULATOR BINDING ARRANGEMENT

The binding of conductor to insulator shall be sufficiently firm so that conductor do not slip from the pin insulator under adverse weather condition. Therefore binding of insulator with conductor should be strong and firm. In case of disc insulators it will be done by adjustment of U-in clamp with ACSR 'DOG' conductor.

16.0 CONDUCTOR JOINTS

- 16.1 Joints in conductor and earth wire shall be of the compression or full tension helical splice types and to be worked out as per the guideline of the manufacturers.
- 16.2 There shall not be any jointing of conductor or an earth wire in the spans crossing railway lines, telephone lines, roads, rivers etc.
- 16.3 There shall not be more than one joint on the same conductor in any section.
- 16.4 There shall not be more than one jointed conductor in any span.
- 16.4 Joints, if necessary, be located at the mid of span. The minimum distance of joint from the supporting structure shall not be less than 10 meters.

17.0 CRADLE GUARDS FOR POWER LINE

To conform with regulation, at road crossings and other crossings, the span lengths shall have to be provided with cradle guards as per direction of engineer in charge. The same shall be erected and fitted between the supporting structures. It should be as per rules 88 of I.E. Rule 1956.

Mat cradling with 8 swg GI wire in 0.5 x0.5 meter grid shall be provided in the line at the spans crossing railway lines, telephone lines, roads, rivers etc. Contractor shall design mat cradling and may use higher size of GI wire if required and provide cradling as per approved drawing.

18.0 EARTHING OF OHTL

All metal supports, metallic fittings, attached thereto shall be permanently and effectively earthed conforming rule 90 of IE RULES, 1956. Therefore contractor shall design suitable earthing arrangement for entire overhead line.

For providing effective earthing to the pole structures, and attached metallic fittings, adequate numbers of earth pits shall be constructed so that total earth resistance can be maintained within the specified level even in dry season.

There shall be at least one earth pit constructed near every alternate pole structure and shall be connected to the pole with 25mm x 3 mm GI strip.

There shall be one earth pit near each double pole and four pole structure and shall be connected to the pole structure with 25mm x 3 mm GI strip.

Continuous earth wire shall be provided for connecting all the pole structures and metallic fittings effectively with earth.

Earth pits shall be constructed as per approved specification and drawings.

19.0 DEVICES FOR SURGE PROTECTION

Protection against lightning shall be taken by providing surge limiting devices such as, lightning arrestors as per Rule 92 of IE Rule 1956.

One set of lightning arrester suitable for 33 kV shall be installed at the starting and terminating structure of the line and shall be connected to the conductors. Separate earth pits shall be constructed and used for earthing the lightning arresters, minimum 2 earth pits for each set of lightning arresters.

In addition to that, the continuous earth conductor placed on the top of the structure shall provide a shield over the power conductor. The recommended shield angle of 30 degree shall be maintained to satisfy the requirement of the Rule

20.0 ANTI-CLIMBING DEVICES ON H.V. LINES

To the requirement as per regulation, unauthorized climbing must be guarded against possible climbing up. This is normally effected by providing barbed wire - 4 barbs per 3" inch (76 mm x 12.4 kg/m) 125 lb/yds, wrapped helically spaced (3" inch) 76 mm. around the limb of supports bracings, stays etc.

- 20.1 Supported structures: Barbed wire to be provided at a height from (11' - 0") 3.4m and upto the height of (16'/20') 4.9/6m as per direction of Engineer.

- 20.2 Stays: Barbed wire to be provided from ground level and up to the height of (10') 3 meter. The device shall be fitted at the final stage of construction i.e. after painting of structures.

21.0 CAUTION BOARD AND NUMBERING

Mandatory requirement also include the following:

- 21.1 **Danger / Caution Board** - The specified size caution board must be fitted at a conspicuous position of all types of supports at a height of about (20' / 21') 6/6.6m from ground level, as directed by Engineer.
- 21.2 **Numbering of supports** - Irrespective of type of supports, the numbering must be provided. The number plate shall either be fastened on to the supports with suitable clamps etc. or written with (2" to 3" inch) high letters and digits etc. enclosed within a circle with approved paints, as per direction of Engineer.

The above requirements shall be fulfilled after the completion of stringing, sagging of conductors and painting of supports etc.

22.0 PAINTING

All the iron and steel component of the line shall be painted with good quality paint, except where galvanizing has been done. The surface shall be thoroughly cleaned to make it suitable for painting. There will be three layer of paint applied on the surface. First layer shall be of black anti rust pant. Red oxide paint shall be applied over the initial layer of black anti rust pant. Aluminium paint shall be applied over the layer of red oxide paint. All the poles, cross arm, brackets, bracings etc. shall be duly cleaned and painted with thick layer of paint without diluting the same in any manner before their erection. Any damage in painting during erection shall be duly reared after completion of installation work.

23.0 COMPLETION TESTS

- 23.1 Insulation Test - Between (i) each conductor and earth, and (ii) the conductors themselves.
- 23.2 Earth Resistance Test - (i) To ensure the effectiveness of each earth and (ii) overall test with continuous earth wire.

On completion of O.H. line installation (or an extension to an installation) certificate shall be furnished by the contractor in prescribed form duly signed by the certified Supervisor under whose direct supervision the installation has been carried out.

24.0 COMPLETION DRAWINGS

24.1 The contractor shall be required to submit the under noted drawings on tracing cloth:

General layout of O.H. line (with U.G. Cable work, if done) on site plan (scale not less than 50 ft. or 100 ft. = 1 inch, alternatively 1:50 or 1:100 metric or as per scale of the site plan) showing:

- A. Location of each type of support and service bracket, stay/strut, Joints on in Conductor, No. & Size of each line conductor, length of each span, No. of span provided with Cradle guards, Earth etc.
- B. Details in Tabular Form:
 - (i) Voltage & System of supply
 - (ii) Length of Supports
 - (iii) Configuration & Spacing of conductors
 - (iv) Average Sag
 - (v) Total Route Length
- C. Information on Drawing:
 - (i) Name of work, Job No. Accepted Tender No.
 - (ii) Date of Completion
 - (iii) Name of Division & Sub-Division
 - (iv) Name of Firm & Signature of Contractor
 - (v) Scale of Drawing

24.2 The drawing shall be very neat and submitted without any fold. In case the site plan is not available, the drawing shall be drawn to a convenient scale, with the approval of the Engineer-in-charge.

SECTION - 6**Section 1.01**

Section 1.02 BANK GUARANTEE PROFORMA FOR
Section 1.03 EARNEST MONEY DEPOSIT/BID SECURITY
(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

(TO BE ISSUED BY ANY NATIONALISED/ SCHEDULED BANK

AUTHORISED BY RBI TO ISSUE A BANK GUARANTEE)

To:

NK Area,

Central Coalfields Limited.,

Dist. : Ranchi (Jharkhand)

WHEREAS _____ [name and address of Bidder] (hereinafter called "the Bidder") shall be submitting its Bid dated _____ [date of the Bid] for the work. _____ [name of the work] (hereinafter called "the Bid").

KNOW ALL MEN by these present that we, _____ [name of the bank] of _____ [name of the country] _____ having our registered office at [address of the bank] (hereinafter called "the bank"), are bound unto the Central Coalfields Limited, Dist. Ranchi (Jharkhand.) (hereinafter called "the Employer") for the sum of [amount of the Guarantee in words and figures] for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said bank this _____ day of _____ 20____.

THE CONDITION of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid Validity specified by the Employer on the bid form; or
2. If the Bidder withdraws having been notified of the acceptance of its bid by the Employer during the period of Bid Validity:
 - (a) Fails or refuses to execute the Contract Agreement when required; or
 - (b) Fails or refuses to furnish the Performance Security (if any) in accordance with the Bid conditions.
3. (a) In case M/S fails to submit requisite documents as per NIT or if any of the information/declaration furnished by M/S is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder.
- (b) In case any information submitted by the bidder (whether offline or online) is not found to be true at any stage of the tendering or, the contract.

We, _____ [*name of the bank*] undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it owing the occurrence of 1 or both of the 2 (a) or (b) specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including the date _____ and any demand in respect thereof should reach the Bank not later than the date of expiry of this guarantee.

For and on behalf of the Bank.

Signature _____

Name _____

Designation _____

Common Seal of Bank _____

BANK GUARANTEE PROFORMA FOR MOBILISATION ADVANCE

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)
(TO BE ISSUED BY ANY NATIONALISED/ SCHEDULED BANK
AUTHORISED BY RBI TO ISSUE A BANK GUARANTEE)

To:

NK Area

Central Coalfields Limited.,

Dist. : Ranchi (Jharkhand)

In consideration of the Central Coalfields Limited, having its Registered office at Darbhanga House, Dist. Ranchi (Jharkhand) (hereinafter called to as the "Employer" which expression shall unless repugnant to the context or meaning thereof, include all successors, administrators and assigns) having awarded to _____ *[Name & Address of the Contractor]* (hereinafter called to as "Contractor" which expression shall unless repugnant to the context of meaning thereof include its successors, administrators, executors and assigns) the work _____ *[Name of the Work]* by issue of Letter of Award No. _____ *[Work Order/Letter on Intent No.]* and the same having been unequivocally accepted by the Contractor resulting into a Contract Agreement dated _____ valued at _____ *[value of Work Order]* (hereinafter called 'the Contract') and the Employer having agreed to make a Mobilisation Advance payment with interest to the Contractor amounting to _____ *[Amount of guarantee in words and figures]* for execution of the said Contract as an advance against Bank Guarantee of equivalent amount furnished by the Contractor.

We, _____ *[Name of the Bank]* of _____ *[address of the Bank]* (hereinafter called to as 'the Bank' which expression shall unless repugnant to the context of meaning thereof, include all successors, administrators and assigns) do hereby undertake to pay to the said Employer on demand an amount not exceeding _____ *[amount of guarantee in words and figures]* against any loss or damage caused to or suffered or would be caused to or suffered by the said Employer by reasons of any breach by the said Contractor of any terms and conditions contained in the said Contract without any demure reservation, recourse, contest or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any court, tribunal, arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the advance amount is liquidated.

The Employer shall have the fullest liberty without affecting in way the liability of the Bank under this Guarantee from time to time to vary the advance or to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this Guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and the exercise the same at any time in any manner and either to enforce or to forebear or to enforce any covenants contained or implied in the Contract, between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by an exercise by the Employer of its liberty with reference to matter aforesaid or any of them or by reason of any other act of forbearance or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a Principal debtor in first instance, without proceeding against the Contractor and notwithstanding any security or other Guarantee that the Employer may have in relation to the Contractor's liabilities.

Dated this _____ day of _____ at _____

For and on behalf of the Bank.

Signature _____

Name _____

Designation _____

Common Seal of Bank _____

BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY/GUARANTEE
(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

(TO BE ISSUED BY ANY NATIONALISED/ SCHEDULED BANK)

AUTHORISED BY RBI TO ISSUE A BANK GUARANTEE)

To:

NK Area

Central Coalfields Limited.,

Dist. : Ranchi (Jharkhand)

In consideration of the Central Coalfields Limited, having its Registered office at Darbhanga House, Dist. Ranchi (Jharkhand) (hereinafter called to as the "Employer" which expression shall unless repugnant to the context or meaning thereof, include all successors, administrators and assigns) having awarded to _____ *[Name & Address of the Contractor]* (hereinafter called to as "Contractor" which expression shall unless repugnant to the context of meaning thereof include its successors, administrators, executors and assigns) the work _____ *[Name of the Work]* by issue of Letter of Award No. _____ *[Work Order/Letter of Intent No.]* and the same having been unequivocally accepted by the Contractor resulting into a Contract Agreement dated _____ valued at _____ *[value of Work Order]* (hereinafter called 'the Contract') and the Employer having agreed to accept Performance Bank Guarantee of ____ *[indicate figure]*% of the Contract Sum _____ *[amount in figures and words]* from a Nationalized/Scheduled Bank for due performance of the work executed by the Contractor as per the terms & conditions contained in the said Contract.

We, _____ *[name of the Bank]*, of _____ *[address of the Bank]* (hereinafter called to as "Bank" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer immediately on demand and or, all money payable by the Contractor to the extent of _____ *[amount of guarantee in figures and words]*, at any time from _____ to _____ without any demur, reservation, recourse, contest or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrecoverable and shall continue to be enforceable as per the terms & conditions contained in the said Contract.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time, to extend the validity of time of Performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this Guarantee, to postpone, from time to time, the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear or to enforce any covenants contained or implied in the Contract, between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to matter aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a Principal

Debtor in first instance, without proceeding against the Contractor and notwithstanding any security or other Guarantee that the Employer may have in relation to the Contractor's liabilities.

Dated this _____ day of _____ at _____

For and on behalf of the Bank.

Signature _____

Name _____

Designation _____

Common Seal of Bank _____

FORMAT FOR CONTRACT AGREEMENT
(On Non- Judicial Stamp Paper)

Agreement No.

Dated:

THIS ARTICLE OF AGREEMENT made on this _____ day of _____ 20_ between the Central Coalfields Limited, a Employer registered under the Indian Companies Act. 1956 with its registered office at Ranchi and a Subsidiary of Coal India Limited, Govt. of India Undertaking, Darbhanga House (Pin-834001) Dist. : Ranchi (Jharkhand), (hereinafter referred to as the Employer which expression where the context so admit shall include its successors in interest and assign) of the one Part and _____ (hereinafter referred to as "the Contractor" which expression where the context so admit shall include its heirs, executors, administrators legal representatives, successors in business and assign) of the other part.

WHEREAS, the Employer invited bid for the Work "_____" and the bid of the Contractor has been accepted by the Employer vide their Letter No _____ dt. _____ for a sum of _____ [Contract sum in figure & words]

WHEREAS the Contractor has agreed to execute the works on the terms & conditions as stipulated in the Bid and subsequent amendments thereto for a sum of _____ [Contract sum in figure & words] for successful completion of the work.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AS FOLLOWS:

1. In pursuance of the Agreement aforesaid and in consideration for the payment of the sum of _____ [Contract sum in figure & words] and/or such sum as may be payable to the contractor, the Contractor shall upon and subject to the said terms & conditions execute and complete the work shown upon in the said drawings and described in the said scope of work as provided for in the said conditions.
2. The time shall be considered as one of the essence of the contract and time for completion of the contract shall be 24 (twenty-four) months from the date of commencement of work.
3. The parties hereto shall respectively and faithfully abide by and submit themselves to the terms & conditions and stipulations contained in this agreement and perform and discharge their part of contract accordingly.
4. This final Agreement has been arrived at between the parties after due consideration of the correspondences, documents, meetings and negotiations held from time to time. The following documents shall constitute the Contract between the Employer and the Contractor. And each shall be read and construed as an integral part of the Contract

Part Description of Documents

- | | |
|-----|--|
| 01. | Article of Agreement. |
| 02. | Detailed Bid Notice. |
| 03. | Notification of Award |
| 04. | The Bid and Prices Schedules submitted by the Contractor |
| 05. | Conditions of Contract |
| 06. | Financial terms and conditions |
| 07. | Billing Schedule |
| 08. | Technical Specifications and drawings |
| 09. | Any Other Documents |

5. The Contract shall be executed within the purview of the Indian Laws.

In witness whereof the parties hereto have hereunder affixed their signatures at Ranchi on the day, month and year written as above.

SIGNED, SEALED AND DELIVERED

Signed on behalf of the Contractor

Signed on behalf of the Employer

Designation

Designation

Central Coalfields Limited.

Darbhangra House, Dist. : Ranchi(Jharkhand)

Pin : 834001

In the presence of

WITNESS - 1

WITNESS - 1

(Signature)

(Signature)

(Name in Block Letters)

(Name in Block Letters)

Official Address:

Official Address:

WITNESS - 2

WITNESS - 2

(Signature)

(Signature)

(Name in Block Letters)

(Name in Block Letters)

Official Address:

Official Address:

(The latest format may be used during signing in consultation with CCL)

[Instructions: Bidders are advised to upload/submit the Integrity Pact document duly signed, stamped and accepted on each page mentioning the Tender No. and date.]

INTEGRITY PACT

Between

Central Coalfields Limited (CCL) 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, contract/s for..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), 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:-
 - (a) 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 self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the LPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s) :-

- (1) The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- (a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other 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.
 - (b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC / PC Act: further the Bidder(s)/Contractor(s) 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.
 - (d) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly the Bidder(s)/ Contractors (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annex. - "A".
 - (e) The Bidder(s)/ Contractor(s) 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(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an necessary to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex - "B".

Section 4 - Compensation for Damages:

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

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 anti corruption 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 action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders / Contractors / Sub-contractors

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/Contractor(s)/ Subcontractor(s)

If the principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which

constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, CCL.
- (3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project. Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the CMD, CCL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise; submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the CCL Board.
- (8) If the Monitor has reported to the CMD, CCL a substantiated suspicion of an offence under relevant IPC/ PC Act, and the CMD, CCL has not, withinh the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

The Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the 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 CMD of CCL.

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. Ranchi.
- (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 & on behalf of the Principal)

(Office Seal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

Place.....

Date.....

Witness 1:

(Name & Address)

.....

.....

.....

Witness 2:

(Name & Address)

.....

.....

.....

Names and addresses of the Independent External Monitors for operation of the Integrity Pact with CCL:

1. **Shri**

.....,

.....,

Email:-----

2. **Shri**

.....,

.....

Email: -----

Annex – “A”**“Guidelines on Indian Agents of Foreign Suppliers”**

The following documents are required to be submitted along with the quotation in case the offer by foreign principal involving Indian Agent.

- i) Foreign Principal's Proforma invoice or any other authentic documents indicating the commission payable to the Indian Agent, nature of after Sales Service to be rendered by the Indian Agent & precise relationship between the principal and agent and their mutual interest need to be sated/submitted.
- ii) Copy of the agency agreement, if any, with the foreign principal stating the precise relationship between them and their mutual interest in the business need to be submitted.
- iii) In case the items to be ordered fall under the restricted list of current Export Import Policy of Govt. of India, the enlistment of the Indian agent with Director General of Supplies & Disposal, New Delhi under Compulsory Registration Scheme of Ministry of Finance, need to be submitted.

Annex – “B”**“Guidelines on Banning of business dealings”**

- i) If the performance of any supplier is found to be unsatisfactory, or if the conduct of the supplier (firm) is under suspicion, or in the event of any breach of the conditions as stipulated in the general terms and conditions of the supply contract, committed by the supplier or a partner of the supplier, the competent authority (CMD of the Subsidiary Company/D(T), CIL as the case may be) may consider whether such default on the part of the supplier, consequence of breach of allegations are of a serious nature and whether pending full examination /investigation, it would be advisable to continue business dealing with the firm. If the competent authority decides that it would not be in the interest of the Company to continue such business, pending full investigation/examination, it may suspend business dealing with the firm. The order of suspension should specify whether all subsisting contracts/ supplies are suspended or whether the order relates to specific Contracts/supplies. The order of suspension would operate for a period of not more than six months unless withdrawn earlier. The competent authority of the Subsidiary Company/CIL may suspended the entire business dealings covered under the existing contract in whole or any part thereof any time by giving the supplier notice in writing of such effect and the anticipated duration of such suspension, as per the relevant clauses, sub clauses of the general terms & conditions of supply of stores of contract. The concerned department of subsidiary Company/CIL should ensure that the final examination/ investigation of the case is completed well within a period of six months or within the anticipated duration of suspension order notified to the supplier firm whichever is earlier.
- ii) After full investigation of the matter is complete^{4d}, the subsidiary company/CIL will take the following action:
 - (a) If the facts and evidence justify any penal action against the firm as detailed at point iv) below, such action should be taken.
 - (b) Otherwise, the suspension order should be revoked forthwith, under intimation to all concerned.
- iii) For further actions the relevant stipulations contained in the relevant clauses of the General terms & conditions of supply of stores of the supply order/contract will prevail upon.
 - i) Banning of Business- Banning of Business shall be considered in the following cases.
 - a) If the Directors, Proprietors, Employees, Partners of any Representative of the firm is/are found guilty of offences involving any security consideration including loyalty to the State, in connection with business dealings with CIL or its Subsidiaries.
 - b) If the Director, Proprietor or Partner, Manager or any Representative of the firm is convicted by a court of law for offences in relation to its business dealing with any State Government/ Central Government or any Public Sector Undertaking.

- c) If there are strong reasons to believe that the Director, Proprietor or Partner, Manager or any Representative of the firm has/have been guilty of malpractices such as bribery. Corruption, fraud, substitution of tenders, interpolation, etc.
- d) Wilful suppression of facts or furnishing or wrong information or manipulated or forged documents by the firm or using any other illegal/unfair means.
- e) Drawing double payment or submitting invoice for double payment for the supply of same materials or carrying out the same job/work.
- f) Supplying defective materials and failure to replace the defective materials even after reasonable extension is given to the firm for rectification/replacement of the defective materials or carrying out defective/poor quality job, not conforming to specifications of the contract and failure to rectify it within stipulated time.
- g) Failure to pay legitimate dues to CIL/Subsidiary companies including dues arising out of Risk Purchase and when CIL and/or its subsidiary companies are satisfied that this is not due to any reasonable dispute which would attract proceedings in arbitration or a Court of Law.
- h) Commission of economic offence like evasion of Excise Duty, sales tax, customs Duty, or any other legitimate taxes, levies, duties etc. imposed by the Government or local authorities etc.
- i) Continued and repeated failure to meet contractual obligations.
- j) Revision of price and terms of offer within the validity period of the tender on a habitual basis, in order to undermine the decision making process.
- k) Canvassing and lobbying to get undue favour from the company.
- l) Formation of price cartels with other suppliers/contractors with a view to artificially hiking the prices.
- m) Any misses, which may cause financial loss or commercial disadvantage to The Company.

CENTRAL COALFIELDS LIMITED
NK AREA, DAKRA, RANCHI

SA MONITORING OF SUPPLIERS/SUBCONTRACTORS

Project/Unit/Hq-department.....

Name of Supplier/Subcontractor: Date of Monitoring.....

1: Child Labour & Young Workers.

- a. No Child Labour has been engaged.
- b. No Young Worker has been engaged which was avoidable.
- c. If engaged, there is no violation of NCL's Young Workers policy.
- d. No work-activity of own operations is hazardous/unsafe to the health & development of Children & Young persons.

2: Forced Labour.

- a. No unwilling person as been engaged through any force.
- b. No deposits or personal documents have been kept in lieu of employment.
- c. No wage, benefit, or personal documents have been withheld to force an employee to continue his/her employment.
- d. Right of employees has not been restricted to leave workplace after duty hours, and to leave employment with due notice.

3: Safe and healthy work environment.

- a. Workplaces under own control are safe and healthy as per applicable norms.
- b. Required health & safety instructions are regularly given to employees.
- c. Suitable systems are in place to detect, avoid, or respond to potential threats to health & safety in workplaces under own control.
- d. Written records of all occurred accidents in places under own control is maintained.
- e. Contractually required PPE are provided to employees.
- f. Contractually required first-aid and follow-up medical treatment provided to injured employees.
- g. Female workers are not exposed to risk their childbearing capabilities?
- h. Clean toilets, potable water, and hygienic food storage facility are available for employees.
- i. Dormitory or equivalent facilities, if provided, are clean, safe, and meet basic needs of occupants.
- j. Right of employees is not restricted to leave workplace without seeking permission from anyone if they see imminent serious danger.

4. Freedom of union/association activities.

- a. Right of employees to form union/association as per law is honoured, and no one is discriminated or penalized for this.
- b. Employees/workers are free to elect their representatives as per law.
- c. Right of elected workers representatives is not restricted for free access to their members as per law. And they are not subjected to discrimination, harassment or retaliation for this.

5. Social and personal equality of employees.

- a. No one is discriminated for employment, remuneration, and service facilities-based on his/her ethnic/social origin, cast, birth, religion, disability, gender, sexual orientation, family responsibilities,

marital status, union/association membership, political opinion, age etc- if otherwise fit and/or suitable.

b. No employee is interfered to observe his/her tenets/practices, or obligations of his/her ethnic/social origin, religion, disability, gender, sexual orientation, family responsibilities, union/association membership, political opinion etc.

c. Employees are not allowed of any behavior (including gestures, language, and physical contact) that is threatening, abusive, exploitative, or sexually coercive-at workplace and at provided residential facility like dormitory etc.

d. Employees are not subjected to pregnancy test or virginity test.

6. Dignity of employees.

a. All employees are treated with due dignity and respect.

b. No employee is subjected to corporal punishment, mental or physical coercion, verbal abuse, or harsh or inhuman treatment.

7. Reasonable working hours.

a. Declared working hours of employees (including weekly-offs and holidays) are in compliance with the applicable rules.

b. All overtime work is either voluntary by the concerned employee, or through an agreement with workers union/association/representative.

8. Proper remuneration.

a. All employees are paid their legal wages/pays as per payment protocol set by NCL.

b. Wage/pay of any employee is not deducted for disciplinary purpose, unless permitted by law and agreed by employee unions/associations.

c. All earnings and deductions of employees are clearly detailed under salary/wage sheets: and payments are made to employees as per scheduled arrangement.

d. All overtime work is paid at a premium rate as per the applicable law.

e. All applicable labour and social security obligations (eg. PF) are fulfilled for all employees.

f. Applicable obligations for labour and social security are not circumvented in any manner.

Endorsement Signatures (with name/designation and date):

(Representative of Supplier/Subcontractor)

(CCL's Monitoring Officials)

----- THE END OF VOLUME- I -----

Tender Inviting Authority: SO (E&M), NK Area, CCL			
Name of the Work / Contract No: Planning, Designing, Engineering, Construction, Fabrication, Supply, Erection, Installation, Commissioning and Testing of 33kV Overhead transmission line from New KDH Sub-Station to Project Substation Purnadih OCP, N.K. AREA, Dist. CHATRA, JHARKHAND, INDIA.			
Bidder Name :	0		
Weight & Volume for Civil and Structural Works			
SL No	Item Description	Unit	Quantity
1.00	Civil & Structural works (Broad quantities within a limit of ± 10% of actuals on completion)		
1.01	Earth work in cutting in all types of soil & rock	Cu m	
1.02	Earth work in filling with all kind or soil in layers	Cu m	
1.03	P.C.C at all level and as per system requirement. i) In 1:2:4	Cu m	
1.04	Structural steel for cross arm, bracing and insulator supports of single ,double & four pole structures complete in all respect and as per scope of work	MT	
1.05	Nuts and bolts	kg	
1.06	Masonry works	Cu m	
1.07	Painting of steel structure / electrical Equipment		
1.071	a) Black anti corrosive paint	Sq.m	
1.072	b)Red –oxide paint	Sq.m	
1.073	c) Aluminium paint	Sq.m	
2.00	Development Works and Infrastructure (Broad quantities within a limit of ± 10% of actuals)		
2.01	Bush cutting and cleaning	Sq.m	
2.02	Temporary approach road	km	

Instructions:

- Bidders are required to quote the quantity, unit price, amount and taxes etc. in the respective column. Unit price should be in word as well as in figure.
- Quantity should be as per scope defined in the tender document and should cover all the requirement of the system
- \pm 10% clause**
Based on civil and structural quantities of works as given by the bidder in sub head A, B & C of this proforma, the shortfall in total quantity of all civil and structural works shall be allowed up to 10% only to every individual item. For shortfall of quantities exceeding 10%, there shall be proportional reduction in the price of the individual items resulting the reduction in the award value by the same amount. Contractor should absorb upward variation in quantity of individual items for civil and structural works unless specifically stated otherwise in the document.
- The above items of work are to be executed strictly as per IS provisions