



CONTRACT MANAGEMENT MANUAL

COAL INDIA LIMITED
10, NETAJI SUBHAS ROAD,
KOLKATA -700 001

Updated upto 27-02-2006

February 2006

CONTRACT MANAGEMENT MANUAL

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LIST OF ABBREVIATIONS USED IN THE MANUAL

BCCL	Bharat Coking Coal Limited
CCL	Central Coalfields Limited
CMPDIL	Central Mine Planning and Design Institute Limited
CHP	Coal Handling Plant
CIL	Coal India Limited
CMD	Chairman cum Managing Director
CMF	Contract Management Forms
CMS	Contract Management Service
CTD	Concerned Technical Department
DGTD	Director General of Technical Department
EM	Earnest Money
E & M	Electrical and Mechanical
GM	General Manager
IBRD	International Bank of Reconstruction and Development
IDA	Internal Development Association
LOI	Letter of Intent
MNW	Master Network
NIT	Notice Inviting Tender
PGM	Project General Manager
PMS	Project Management Service
PRO	Public Relations Officer
SD	Security Deposit
TC	Tender Committee
TPT	Transportation

CHAPTER - 1

ITEM RATE CONTRACTS

Updated upto 27-02-2006

CHAPTER - 1

Item Rate Contracts

SECTIONS

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- 1.02 - Preparation and Compilation of Tender Documents
- 1.03 - Sale of Tender Documents
- 1.04 - Tender Opening, Evaluation and Award
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CHAPTER	ITEM RATE CONTRACTS	CHAPTER 1
SECTION	CONTRACT IDENTIFICATION	SECTION 01
Responsible	Action	Timing
PMS	1. Prepare Contract Identification Package: (a) details of work to be given out on contract items rate basis for a project as per Project Sanction. The estimated value of contracts for such work/groups of work which will be given out as single contract, should not be less than Rs.100 lakhs. [Particulars vide annexure CMF 1.01]	As and when
CTD	(b) details of work to be given out on contract items rate basis in an Area as per Works Estimate Sanction. The estimated value of contract of such work/groups of work which will be given out as single contracts should not be less than Rs.100 lakhs. [Particulars vide annexure CMF 1.01]	As and when
CMS/CTD	2. Record: (a) Date of preparation of particulars as above. (b) Name of concerned Project/Area (c) Nature of work e.g. civil, electrical, etc. and description of work (d) Name of Section/Official to deal with the contract	On date of receipt
PMS/CTD	3. Examine the Contract Identification Package (refer CMF 1.01) for contracts identified in Step 2 and finalise in association with PMS at subsidiary head quarters.	2 days
CMS/CTD	4. Prepare proposal as per finalised contract identification package for obtaining approval of the competent authority for tendering of the proposed job .	2 days
CMS /CTD	5. Send proposal/ Contract Identification Package to competent authority for approval of competent authority for tendering of the items of work in the Contract Package.	Same day
Competent Authority	6. Approve proposal/ Contract Identification Package for Tendering and send back to CMS/CTD.	Within 3 days

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Responsible	Action	Timing
CMS/CTD	<p>7. Award contract number to contracts approved for Tendering e.g. CMS/Civil/Project /Area /Year/Serial No.</p> <p>8. Send Contract Identification Package with list of approved items of work to be given on contract with contract numbers to:</p> <p>(a) PGMs/GMs(Area)</p> <p>(b) Corporate Finance</p> <p>(c) Heads of concerned Technical Departments at corporate head quarters</p> <p>(d) PMS at corporate head quarter</p>	<p>Same day as receipt of approved package</p> <p>2 days</p>
REGISTERS, DOCUMENTS AND ABSTRACTS		
Sl. No.	FORM TITLE	Form No.
1.	Contract Identification package	1.01

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CHAPTER :	ITEM RATE CONTRACTS	CHAPTER: 1
SECTION :	Preparation and Compilation of Tender Documents	SECTION 02
Responsible	Action	Timing
CMS/CTD	<ol style="list-style-type: none"> 1. Prepare Pre-Award Contract Schedule (refer CMF1.02) for each contract in Contract Identification Package. 2. Finalise Pre-Award Contract Schedule in association with PMS and send for approval of competent authority. NOTE: Competent authority for the purpose should be the concerned Director for estimated value of work, the award of which requires Director's approval, and CMD for others without any limit as regards value. 3. Receive approved Pre-Award Contract Schedule from the competent authority. 4. Send Pre-Award Contract Schedule to: <ol style="list-style-type: none"> (a) PGM/GM(Area) (b) Corporate Finance (c) Heads of concerned Technical Departments at subsidiary head quarters 5. Action to be initiated for preparation of the following within specified dates as per Pre-Award Contract Schedule : <ol style="list-style-type: none"> (a) Detailed design and drawings (b) Detailed specifications (c) Detailed cost estimates (d) The cost engineering department or the consultant or the organisation/ deptt. entrusted with the task of preparing cost estimates will prepare them based on accepted scientific principles and they will do a meticulous, detailed exercise, if required on first principle basis, to arrive at a reasonable estimates. The estimates will not be based solely on previously awarded contracts, though they would certainly be one of the factors for arriving at fairly accurate estimates. It will be the responsibility of the cost 	<p>As and when</p> <p>1 day</p> <p>Within 2 days</p> <p>Same day</p> <p>Same day</p>

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Responsible	Action	Timing
CMS/CTD	<p>engineering department or the consultant or the organisation/ department entrusted with this task to explain the basis of their estimates, if the bids are received at abnormally higher or lower prices. They will also estimate the cost that a project might incur at different distinct stages of its progress.</p> <p>Detailed eligibility criteria/ Qualification requirement as given in CMF1.04 to be followed as a standard for normal works.</p> <p>6 Prepare draft of :</p> <p>(a) Instructions to Tenderers indicating eligibility criteria for tenderers(CMF 1.04)</p> <p>(b) Part I - Forms of bid and qualification information. (refer CMF1.05)</p> <p>(c) Conditions of Contract (refer CMF 1.06)</p> <p>7. Review and make additions/alterations of the above draft as at step 6 above, if any, depending on special features of a particular contract.</p> <p>8. Finalise the following :</p> <p>(a) Detailed design and drawings</p> <p>(b) Detailed specifications</p> <p>(c) Detailed cost estimates</p> <p>(d) Finalised eligibility conditions for Tenderers</p> <p>(e) Finalised instructions to Tenderers</p> <p>(f) Finalised conditions of contract.</p> <p>[For standard jobs e.g. Type Quarters, Miners Quarters, Office Complex, etc.] [For non-standard jobs e.g. Hospital buildings, Workshop Construction, etc.]</p>	<p>3 days</p> <p>Same day</p> <p>10 days</p>

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CHAPTER :	ITEM RATE CONTRACTS	CHAPTER: 1
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Responsible	Action	Timing
CMS/CTD	<p>9. Obtain approval of the Competent Authority for publication of Open Tender Notice in the newspaper.</p> <p>NOTES:</p> <p>(1) The Competent Authority for approval should be the concerned Director of the subsidiary company.</p> <p>(2) In case there are contractors registered with the company for the nature and type of work and category (valuewise), such registered contractors are also eligible to participate in the tender and necessary instructions to this effect should be given in the tender notice.</p> <p>(3) In case the work is of a specialised nature / very urgent nature with strict time frame and stringent quality requirements , limited tenders amongst registered/ working contractors or known agencies of repute may be invited with the prior approval from competent authority , depending upon the value of work as per delegation of power.</p> <p>10. Decide:</p> <p>(a) (i) Target date of publication of Tender Notice in the Newspapers as at step 9 above. (ii) Suggested newspapers in which Tender Notice should be published (for guidelines, refer CMF 1.07).</p> <p>(b) For application fee for tender document refer CMF 1.08</p> <p>(c) Places/offices from which Tender documents would be sold.</p> <p>(d) Dates of opening and closing of Sale of Tender documents (sale to remain open for minimum 15 days from date of publication of Tender Notices).</p>	<p>30 days</p> <p>Within 2 days of receiving particulars as in step 8.</p>

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Responsible	Action	Timing
CMS/CTD	<p>(e) Last date and time of receiving Tenders (minimum 21 days from publication of Tender Notices).</p> <p>(f) Date and time of opening of Tenders.</p> <p>NOTE: Sale of Tender documents from more than one source is not mandatory. This may be resorted to wherever necessary considering the nature and type of work, value of work and availability of capable tenderers in different regions, anticipating better participation for more competitive rates.</p> <p>11. Prepare draft Tender Notice. [refer CMF 1.03 for format of Tender Notice]</p> <p>12. Finalise Tender Notice with the approval of competent authority .</p> <p>13.1 Send Tender Notice to PRO for publication with</p> <p>(a) Suggested date of publication</p> <p>(b) List of suggested newspapers in which Tender Notice should be published. (refer CMF1.07).</p> <p>13.2 Send Tender Notice/ Bid Documents to PR/ System Department .for placing the same in the company's website.</p> <p>[NOTE: Separate instructions for bidders (as per Annexure-A) who wish to download the Tender Documents from the website of the company should be enclosed with / incorporated in the Tender Documents (NIT/ ITB).]</p> <p>14. Endorse copies of tender notices to :</p> <p>(a) Director-in-charge</p> <p>(b) Area GMs of the company.</p> <p>(c) Corporate finance.</p> <p>(d) PMS</p>	<p></p> <p>1 day</p> <p>2 days</p> <p>Next day</p> <p></p> <p>Same day</p>

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Responsible	Action	Timing
CMS/CTD	<p>15. Compile set of Tender documents for printing.</p> <p>NOTES: Tender documents shall consist of the following :</p> <p>(i) Copy of Tender Notice for publication (ii) Instructions to tenderers (Refer CMF1.04) (iii) Part I - Forms of Bid and qualification information (Refer CMF 1.05) (iv) Part II - Price Bid- BOQ / Schedule of Work (refer CMF 1.09) (v) Conditions of Contract (Ref. CMF 1.06) (vi) Specifications (vii) Tender Drawings</p>	2 days
	16. Arrange for printing/binding of sets - numbers as may be required.	7 days
	17. Send sets to places of sale as per Tender Notice.	1 day
REGISTERS, DOCUMENTS AND ABSTRACTS		
SL. NO.	FORM TITLE	FORM NO.
1	Contract Pre-Award Schedule	1.02
2	Tender Notice	1.03
3	System to be followed for publication of the NIT and Tender Documents in the Website.	Annexure-A
4	Instruction to Bidders	1.04
5	Part I -Forms of bid and Qualification information	1.05
6	Conditions of contract	1.06
7	Guidelines for Tender Issue in Newspaper	1.07
8	Schedule of Price of Tender Documents	1.08
9.	Part II - Price Bid	1.09

Annexure-A

The following system may be followed for publication of the NIT and Tender Documents in the Website.

- i) In addition to the existing rules and practices regarding giving publicity of tenders through newspapers, the complete bid documents alongwith Notice Inviting Tender shall be published on the Website of the company. It shall be ensured by the concerned department that the parties making use of this facility of website are not asked to again obtain some other related documents from the department manually for purpose of participating in the tender process i.e. all documents upto-date should remain available and shall be equally legally valid for participation in the tender process as manual documents obtained from the department through manual process.
- ii) The complete bid documents should be available on the website for the purpose of downloading and tender submitted on such downloaded bid documents shall be considered valid for participating in the tender process.
- iii) The company must give its website address in the advertisement / NIT published in the newspapers.
- iv) The company shall not be responsible for any delay / difficulties / inaccessibility of the downloading facility for any reason whatsoever. The downloading facility shall be available during the period of sale of tender paper.
- v) The bidders, who will download the tender documents from the website of the company, will be required to pay the cost of tender documents (Application Fee) by Bank Draft as per NIT at the time of submission of tenders.
- vi) The bidders will be required to submit an undertaking that they will accept the tender documents as available in the website and their tender shall be rejected if any tampering in the tender document is found to be done at the time of opening of tender.
- vii) The Bank Draft towards the cost of tender documents (Application Fee) and the undertaking of the tenderer as at sl.no.vi) shall be submitted in a separate envelope marked "Cost of Tender Documents and the Undertaking" and not with Part-I/ EMD.
- viii) In case of any discrepancy between the tender documents downloaded from the web site and the master copy available in the office, the latter shall prevail and will be binding on the tenderers. No claim on this account will be entertained.

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SECTION :	Sale of Tender Documents	SECTION 03
Responsible	Action	Timing
CMS/CTD	1. Receive sets of tender documents from the printer	As and when
	2. Verify number of sets actually received with the quantity mentioned in the printer's bill /challan.	Same day
	3. Enter the quantity received in the receipts column of the tender register (refer CMF 1.12).	Same day
	4. Send tender documents to the different places/ offices of sale as per Tender Notice.	Next day
	5. Enter number of documents issued to different places/offices of sale in the Tender Register.	Same day
	6. Receive applications along with cash/ demand drafts for the documents.	From date of opening of sale of tender documents to last date of sale as per tender notice
	7. Allot serial numbers and issue documents to the applicants.	As and when
	8. Enter details of documents sold, in the Tender Sale Register. (refer CMF1.13)	As and when sale is made
	9. Send to CMS/ CTD at Corporate Headquarters:	1 day after last day of sale of tender documents
	(a) Details of tender documents sold as per Tender Sale Register (in same format)	
(b) Unsold sets of Tender Documents		
(c) Cash received (in Draft)/ Demand Drafts received towards price of tender documents to CMS corporate Hqs.		
10. Receive details of tender documents sold, unsold sets of tender documents and demand drafts as per Step 9 above.	As and when	

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Responsible	Action	Timing
CMS/CTD	<p>11. Enter details of:</p> <p>(a) Number of sets of tender documents sold</p> <p>(b) Number of unsold sets received back in Tender Register.</p> <p>12. Forward demand drafts received towards sale of tender documents to finance and accounts departments.</p> <p>NOTE:</p> <p>Sale of Tender from different places other than the office of the respective CMS/ CTD is not mandatory. Steps 4, 5, 10 and 11 are applicable in the event sale from different places is resorted to.</p>	Same day
	REGISTERS, DOCUMENTS AND ABSTRACTS	
Sl.No.	TITLE	FORM NO.
1	Tender Register	CMF 1.12
2	Tender Sale Register	CMF 1.13

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CHAPTER :	ITEM RATE CONTRACTS	CHAPTER: 1
SECTION :	Tender Opening, Evaluation and Award	SECTION 04
Responsible	Action	Timing
CMS/CTD	<p>1. Put up proposal in association with Corporate Finance for formation of the Tender Committee:</p> <p>(a) Chairman - GM/CGM rank * Representative of concerned GM-Area/Project * Representative of CTD * Representative of Corporate Finance * Representative of CMS</p> <p>for estimated value of work, the award of which requires the approval of Director or CMD of the subsidiary company.</p> <p>(b) Chairman - Director (T) of subsidiary company * GM of concerned Area/Project * GM/Head of Department of CTD * Chief Finance Manager * CGM/GM of CMS</p> <p>for estimated value of work, the award of which requires approval of the Board of the subsidiary company.</p> <p>(c) Chairman - Director(T) of CIL * Director(T) of subsidiary or his representative * GM/ HOD of CMS * GM (Finance) of CIL * GM/ HOD of CTD</p> <p>for work, which is to be awarded from CIL level.</p> <p>2. Obtain approval of the formation of the Tender Committee</p> <p>(a) from concerned Director for 1(a) above (b) from CMD for 1(b) above. (c) from Chairman, CIL for 1(c) above</p> <p>3. Inform respective members of the Tender Committee.</p> <p>NOTES: (1) The representatives of the GM-Area/Project and other concerned departments as outlined in Step 1(a) should, as far as possible, be in position to be associated till finalisation of the recommendation of Award.</p>	<p>Within 3 days of finalisation of Tender Notice</p> <p>2 days 3 days 3 days 3 days</p>

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Responsible	Action	Timing
	<p>(2) The Tender Committee, as outlined in Steps 1 (a), (b) & (c) above, may take the assistance of any personnel/official of the concerned discipline of the company as may be required for its evaluation/deliberation.</p> <p>(3) Tender Committee as outlined in Step 1 (b) & (c) may comprise the representative of CMPDI or other agencies if so considered necessary by the Chairman of the Tender Committee.</p> <p>(4) Dealing Officer in CMS/ CTD to act as Co-ordinator for the Tender Committee.</p> <p>(5) In case of absence of a Director on any Tender Committee meeting, another Director will preside over the meeting. There should be alternate members for each Heads of Division/Department.</p>	
CMS/CTD	<p>4. Check the Tender Notice on the date of publication and issue corrigendum/amendment for publication, if required.</p> <p>5. Inform members of Tender Committee of date and time of opening of Tenders.</p> <p>6. Amend/ change in scope of work, if any, requiring issue of Addendum.</p> <p>7. Prepare draft of amendment/change extending the date of sale of Tender Documents and the last date of receiving tenders and refixing date of opening,</p> <p>8. Arrange printing of Addendum incorporating change in the scope of work and send to PRO for publication in the newspapers in which original tender notice were published.</p> <p>9. Intimate members of Tender Committee about the extended date of opening.</p>	<p>On date of publication of Tender Notice</p> <p>Same day</p> <p>Not later than 10 days from original publication</p> <p>2 days</p> <p>3 days</p> <p>7 days before date of opening</p>
Tender Committee	<p>10. Decide whether Part I of the tenders should be opened or it should be postponed if any of the following circumstances prevail:</p>	<p>On date of opening of Part I</p>

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SECTION :	Tender Opening, Evaluation and Award	SECTION 04
Responsible	Action	Timing
	<p>(a) At least 1 member of the Tender Committee and 2 representatives of the Tender Committee members/alternate members are not present.</p> <p>(b) Number of sealed tenders received is less than 2</p> <p>(c) Dislocation of normal communication and transport system due to uncontrollable factors like strike, flood or other intervening circumstances.</p> <p>If decided to postpone, record the reasons and fix the date of next meeting (should be within the next two days).</p> <p>NOTE:</p> <p>If on the expiry of two days, the number of sealed tenders received is less than two, the last date of receiving tenders is to be extended by one month without opening the single tender. Notice of extension should be sent to all tenderers who have purchased tender documents or to PRO for publication if considered necessary, on the same day. If on expiry of the extended date, no fresh tender is received, the tender received earlier should be opened on the extended date and processed as per steps suggested hereinafter. If considered eligible for recommendation of Award after negotiation with the single tenderer, by the Tender Committee, the recommendation should be put up to the competent authority for approval.</p>	
Tender Committee	11. If decided to open, ascertain whether any tenders have been received after the time fixed for receipt of the tenders but before opening of Part I of the tenders and reject the same as Late Bid.	On the date of opening or the extended date of opening
	12. Open the Part I of the respective tenders after reading out the name of the bidder	Same day
	13. Ensure bid documents are initialed on each page by the tenderer or representative of the tenderer authorised to initial on his behalf.	Same day

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Responsible	Action	Timing
Tender Committee	14. Note the names of the bidders or the representatives of the bidders present at the opening in the Tender Opening Register (Refer CMF 1.18).	Same day
	15. Ensure Certified Cheque/ Demand Draft/ Bank Guarantee for earnest money is attached to the respective tenders and is in order as per instructions contained in tender documents.	Same day
CMS/CTD	16. Prepare a statement of Earnest Money deposits in duplicate, with the following details : (a) Tender Notice Number and date (b) Date of Opening (c) Name of the Tenderer (d) Details of Certified Cheque/ Demand Draft / BG Number, Date, Name of Bank etc. (e) Amount of Certified Cheque/ Demand Draft / BG For details, please see chapter on Earnest Money.	Same day
Tender Committee	17. Reject the tender not enclosing Earnest Money unless exempted by standing order issued by CIL or the company.	Same day
	18. Verify whether particulars required under Part I of the tender are furnished by all the Tenderers.	Same day
	19. Evaluate the eligibility of the Tenderers (refer CMF 1.10 for evaluation of Part I).	Same day
	20. Ascertain whether any conditional Tender is submitted.	Same day
	21. If so, negotiate for waiver of the condition/ conditions with the tenderer/tenderers.	Same day
	22. Prepare list of Tenderers qualifying for opening of Part II (price bid) to be signed by members of Tender Committee (refer CMF 1.10).	Same day
	NOTE: If evaluation of part I cannot be completed on the	

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Responsible	Action	Timing
	date of opening, date of subsequent meeting should be fixed for the next day by the Tender Committee. No need for separate communication for this and this practice should be followed for all subsequent meetings. Evaluation should be completed within 5 days.	
Tender Committee	23. If part II (price bid) cannot be opened on the date of opening of part I, fix the date of opening of Part II at the concluding meeting for evaluation of Part I and arrange for its display on the Office Notice Board at least two days before the date of the opening.	Same day
	24. Open Part II of the Tenders after reading out the names of qualifying bidders and read out the values of the respective quotes offered.	Within 7 days of finalisation of Part I
	25. Note the names of the representatives of the Tenderers present at the meeting.	Same day
	26. Verify :	Same day
	(a) Each page of Part II and the overwriting, if any, are corrected and rewritten and initialled in full by the Tenderer or the representative of the Tenderer authorised to initial on his behalf.	
	(b) The Tenderer has undertaken to complete and has quoted for the full quantity of the work as per instructions in the Tender Documents.	
	27. Reject the price bid which are found to be invalid as per verification in step 26 above.	Same day
	28. Reject the bids which are incomplete and not submitted as per instructions contained in the Tender documents.	Same day
	29. Prepare comparative statement for evaluation of the valid price bids (refer to CMF 1.11).	Same day
Tender Committee	30. If evaluation cannot be completed on the date of opening, fix the date of the next meeting and inform the members.	Same day

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Responsible	Action	Timing
	<p>31. Examine the comparative statement and determine</p> <p>(a) Lowest rate quoted for each item of work in the Bill of Quantity/ Schedule of Works.</p> <p>(b) The total value (Qty x Rate/Unit) for the contract quoted for all the items of work taken together by the different tenderers.</p> <p>(c) The overall lowest value of the contract quoted (L1) and the name of the Tenderer.</p> <p>(d) Also ensure that :</p> <p>(i) Evaluation of bids has been made only on the basis of set criteria as clearly stated in the bid documents. It will not, nor will it, be compelled to change the criteria, after the price bids are opened.</p> <p>(ii) No document presented by any bidder after the closing date and time of the bid has been taken into account during evaluation.</p> <p>(iii) However, if a bidder has offered a rebate unilaterally after the closing date and time of bid, it has not been taken into account for evaluation purposes by the Tender Committee. But if that bidder emerges as the lowest evaluated, the rebate offered is taken into account by the Head of the Department co-ordinating the Contract in association with T.C. while forwarding the Tender Committee's recommendation to the accepting authority and while awarding the contract.</p>	As and when as per steps 29. and 30.
Tender Committee	32. Compare the rates quoted by overall L1 for each item of work with:	Same day
CMS/CTD	<p>(a) Analysing rates of major items on the whole costing 80% of the estimated cost put to tender</p> <p>(b) based on prevalent market rates of materials, labour etc.</p> <p>(c) The company's own schedule of rates for such items of work</p>	

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Responsible	Action	Timing
Tender Committee	(d) Recent rates offered by the company for such items of work in other contracts, if available.	
	33. Record the assessment made as above in the Evaluation statement (refer CMF 1.11).	Within 2 days of step 32
	34. Recommend award of the contract to L1 if :	Within 3 days of evaluation
	(a) the overall amount for the contract as well as rates for individual items of work quoted by L1 are justified, competitive and reasonable/workable when compared to comparable rates such as prevailing market rates (wherever possible and practicable), schedule of rates of the company or rates recently awarded for similar jobs in the company and in conformity with the guidelines given at step 32.	
	(b) it is not obligatory to recommend the award of work to the lowest tenderer in all cases. In case the lowest tender is found to be unworkable and unbalanced or impractical, negotiation may be carried out with L1 only to arrive at reasonable rate.	
(c) In case the negotiation with L1 does not yield a reasonable rate re-tendering should be done straightway except situations as covered in 35. However in case there is an emergency and the time required for re-tender cannot be allowed, the case of awarding work to the L1 tenderer at the negotiated rate may be considered by an authority one step higher than the otherwise competent authority after recording the reasons.		
35. If in Tender Committee's opinion award cannot be recommended in favour of L-1 for reasons of the overall amount as well as the rates quoted are not reasonable or the work may not be satisfactorily executed by one tenderer/ bidder and needs to be broken down to small units, if practicable then following steps should be taken :	1 day	
	(i) Splitting of the Work : -	
	a) Determine the respective areas to which the work should be split up.	

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SECTION :	Tender Opening, Evaluation and Award	SECTION 04
Responsible	Action	Timing
	<p>b) Ascertain the L-1 bidder for the respective units based on original or revised bid as the case may be.</p> <p>c) If overall L-1 is also L-1 for the respective units and the rates are found to be reasonable after negotiation then all the work to be awarded to overall L-1 i.e. splitting of the work is not required.</p> <p>d) In the event the overall L-1 is not the L-1 for all the respective units, ascertain whether the rates quoted by the respective L-1 is reasonable and the aggregate of the units does not exceed the amount quoted by overall L-1 for the entire work, if so, recommend award accordingly.</p> <p>e) In the event the rates quoted by the respective L-1/L-1s are not reasonable, finalise the rates through negotiation with the original revised L-1 of the respective units, as the case may be, so that the total amount for all the units does not exceed the overall amount quoted by over all L-1 in terms of the original or the revised bid as the case may be.</p> <p>(ii) If negotiation as envisaged in (e) does not yield result then either the work may be negotiated to overall L-1 without splitting the work and the award of the work if negotiated amount is reasonable or go for retender.</p> <p>(iii) If there are more than one lowest bidder either original or revised, recommendation to be decided on the basis of comparative technical superiority amongst them, where splitting up of the work is not considered necessary.</p>	
Tender Committee	<p>36. Recommend award as per negotiations. The tender evaluation committee will prepare a check list to facilitate decision making. This check list will be submitted to the competent authority by the co-ordinating officer with his comments along with the relevant documents. The list may vary from</p>	Within 10 days from step 35

CONTRACT MANAGEMENT MANUAL		
CHAPTER :	ITEM RATE CONTRACTS	CHAPTER: 1
SECTION :	Tender Opening, Evaluation and Award	SECTION 04
Responsible	Action	Timing
CMS/CTD	contract to contract. A model checklist is provided in CMF1.20 as guideline.	
	37. Record reason for recommendation of award, in detail, along with minutes of negotiations.	1 day
	38. Send recommendation of Tender Committee with supporting documents for approval of competent authority through corporate Finance.	Within 2 days
	39. Obtain approval from:	
	(a) Concerned Director for award value as per existing delegation of financial powers.	2 days
	(b) CMD for award value as per existing delegation of financial powers.	3 days
	(c) Company Board for award value as per existing delegation of financial powers.	30 days
	40. If award cannot be put to Board within 30 days, decide in association with Corporate Finance, for obtaining approval of the award, by circulation to members of the Board.	As may be applicable
	REGISTERS, DOCUMENTS AND ABSTRACTS	
SL. NO.	TITLE	FORM NO.
1	Tender Evaluation - Part I	CMF 1.10
2	Tender Evaluation - Part II	CMF 1.11
3	Tender Opening Register	CMF 1.18
4	Checklist for Award of Work	CMF 1.19
5	Checklist for Award of Work	CMF 1.20

CONTRACT MANAGEMENT MANUAL		
CHAPTER :	ITEM RATE CONTRACTS	CHAPTER: 1
SECTION :	Earnest Money	SECTION 05
Responsible	Action	Timing
CMS/CTD	1. Send the Certified Cheques/ Drafts deposited by the Tenderers along with the statement in duplicate (step 16, chapter 1, section .04) to the Cashier-in-charge.	On the date of opening of Tenders
Cashier-in- charge	2. Receive the Certified Cheques/ Drafts and acknowledge on the duplicate copy to be returned to CMS/ CTD.	Same day
CMS/CTD	3. Issue acknowledgment of Certified Cheques/ Drafts to each bidder with Pucca Receipt.	Within 5 days
	4. Enter details of Certified Cheques/ Demand Drafts/ B.G. in the Earnest Money Register (Form of EM Register vide Annexure CMF 1.14).	1 day
	5. Inform Corporate Finance to refund the Earnest Money deposits of Tenderers rejected on scrutiny of Part I.	Within 2 days from rejection
	6. Send advice to corporate finance to refund earnest money deposits to the unsuccessful tenderers forthwith after opening of Price Bid and finalisation of the tender.	Within 2 days of approval
	7. Take action for issuing notice of forfeiture in the event the tenderers who has been awarded the work, refuses to accept LOA.	As applicable
	8. Send Advice to Corporate Finance to discharge the Bid Security/ EMD submitted in the form of B.G. after the Bidder has signed the Agreement and furnished the required Performance Security/ Security Deposit. The bid security deposited in the form of Demand draft shall be adjusted against the security deposit.	Within 2 days from signing the contract
	REGISTERS, DOCUMENTS AND ABSTRACTS	
SL. NO.	TITLE	FORM NO.
1	Earnest Money Register	CMF 1.14

CONTRACT MANAGEMENT MANUAL		
CHAPTER :	ITEM RATE CONTRACTS	CHAPTER: 1
SECTION :	Issue of LOA and Signing of Agreement	SECTION 06
Responsible	Action	Timing
CMS/CTD	1. Prepare draft of Letter of Acceptance of Tender (LOA) (refer CMF 1.16) in accordance with the approval of the award by the competent authority, specifying the details of the work awarded, the total value of the contract as agreed to and stipulating the time by which the LOA is to be accepted.	Within 2 days
	2. Finalise the draft LOA after vetting by Corporate Finance.	Within 2 days
	3. Send finalised LOA to legal department for vetting and receive approved LOA from legal	Within 1 day
	4. Issue LOA to successful bidder/bidders with directions to deposit security deposit immediately.	Same day
	5. Obtain acceptance of the LOA by the bidder/ bidders.	Within 7 days
	6. On receipt of security deposit, issue work order enclosing finalised schedule of work with approved quantities and rates, to the contractor, giving directions :	Within 2 days from receipt of initial security deposit
	(a) to submit detailed construction programme, working drawings, other relevant details including contractor's resource mobilisation plan, payment schedule, construction of infrastructure facilities etc.	
	(b) to contact concerned Engineer-in-charge/ Official by designation for receiving further instructions for the commencement of work.	

CONTRACT MANAGEMENT MANUAL		
CHAPTER :	ITEM RATE CONTRACTS	CHAPTER: 1
SECTION :	Issue of LOA and Signing of Agreement	SECTION 06
Responsible	Action	Timing
CMS/ CTD	7. Finalise in consultation with : (a) the Contractor (b) PMS (c) project GM/Area GM the following details : (a) Detailed Construction Programme. (b) Contractor's Resource Mobilisation plan (c) plan (d) Design and Drawing Schedule (e) Payment Schedule Other necessary details and plans for execution of the contract.	Within 15 days
	8. Draw up draft of agreement with Article of Agreement (Ref. CMF 1.17) in association with the contractor, incorporating all the necessary terms and conditions.	7 days
	9. Send to Legal Department : (a) Draft of Agreement in case the CTD considers it necessary (b) Power of attorney in favour of GM (CMS/CTD) by the company to sign the agreement. (c) Power of attorney in favour of the contractor's representative, by the contractor, to sign the agreement for verification and vetting.	Same day
	10. Receive from Legal Department, the finalised agreement (if sent for vetting) and powers of attorneys.	Within 3 days
	11. Inform the contractor of the date of signing of the agreement.	Same day
	12. Sign agreement with contractor	Within 7 days
	13. Enter details of contract signed, in the Contract Register. (Particulars vide Annexure CMF 1.15).	Same day

CONTRACT MANAGEMENT MANUAL		
CHAPTER :	ITEM RATE CONTRACTS	CHAPTER: 1
SECTION :	Issue of LOA and Signing of Agreement	SECTION 06
Responsible	Action	Timing
CMS/ CTD	<p>14. The primary responsibility for issuing amendments to the contract will always rest with the authority who has originally approved the contract though for administrative reasons he may delegate the powers of issuing amendments to his subordinate authorities subject to delegation of financial powers prevalent in the company. However at the time of closing the contract, the authority who had originally approved the contract must satisfy itself that the amendments issued by the subordinate authority are in order.</p>	

CONTRACT MANAGEMENT MANUAL		
CHAPTER :	ITEM RATE CONTRACTS	CHAPTER: 1
SECTION :	Issue of LOA and Signing of Agreement	SECTION 06
Responsible	Action	Timing
	REGISTERS, DOCUMENTS AND ABSTRACTS	
Sl.No.	TITLE	FORM NO.
1	Register of Contracts	CMF 1.15
2	Letter of Acceptance of Tender	CMF 1.16
3	Form of Article of Agreement	CMF 1.17

CMF-1.01		COAL INDIA LIMITED							
Subsidiary :			Contract Package/ Identification Format				Date :		
Name of Project/ Area :						Project Sanction No. : Works Estimate Sanction No. :			
Sl. No.	Name/Description of Work	Concerned Technical Department	Estimated value of work as per Project Sanction/ Estimate Sanction	Estimated period of completion (to be filled in by CTD)	Target date of completion (to be filled in by CTD)	Tendering Approved by	Date of Approval	Contract No. (to be filled in after approval of tendering is obtained)	Remarks
Prepared by : CTD/CMS									
Checked by : CTD									
Approved by : Competent Authority as per delegation of powers based on value of contract.									

COAL INDIA LIMITED			
For Internal Use of CMS/CTD only.		CMF : 1.02	
PRE AWARD CONTRACT SCHEDULE		DATE :	
CONTRACT NO. :		PROJECT/AREA :	
NATURE OF WORK		DESCRIPTION OF WORK :	
SERIAL NO.	TARGET EVENTS/ACTIVITIES	TARGET DATE	RESPONSIBILITY/ ASSOCIATION
A	Target Events		
1.	Project Sanction/ Works Estimate Sanction		
2.	Approval of Tendering		
3.	Completion of Contract		
4.	Commencement of Work		
B	Total Time Available For Pre Award Activities (A 2 to A 4)		
C	Activities		
1.	Intimation to consultant for preparation of designs and drawings, technical specifications and detailed cost estimates (bills of quantities)		CMS/CTD
2.	Receipt of finalised designs and drawings and technical specifications		CTD
3.	Receipt of detailed cost estimates sanctioned by appropriate authority		CTD
4.	Issue of Tender Notice to PRO for publication		CMS/CTD
5.	Publication of Tender Notice		PRO
6.	Opening of sale of Tender Documents.		CMS/CTD
7.	Closing of sale of Tender Documents		CMS/CTD
8.	Last date of receipt of tenders.		CMS/CTD
9.	Opening of Tenders (Part I) by Tender Committee		TC

COAL INDIA LIMITED			
For Internal Use of CMS/CTD only.		CMF : 1.02	
PRE AWARD CONTRACT SCHEDULE		DATE :	
CONTRACT NO. :		PROJECT/AREA :	
NATURE OF WORK		DESCRIPTION OF WORK :	
SERIAL NO.	TARGET EVENTS/ACTIVITIES	TARGET DATE	RESPONSIBILITY/ ASSOCIATION
10.	Opening of Tenders Part II (Price Bid) by Tender Committee		TC
11.	First meeting of the Tender Committee		TC
12.	Finalisation of recommendations for award of contract by Tender Committee		TC
13.	Approval of award by competent authority		Competent Authority
14.	Issuing of Letter of acceptance of tender/ Work Order to successful tenderers after vetting by legal department.		CMS/CTD
15.	Finalisation of i) Master Network of Post Award Activities ii) Detailed Construction Programme iii) Contractor's Resource Mobilisation Plan iv) Design and Drawing Schedule v) Payment Schedule		CMS/CTD
16.	Preparation of Draft Agreement and vetting of legal department		CMS/CTD/Legal
17.	Signing of Agreement		CMS/CTD
18.	Handing over of site to Contractor		PGM/Area GM
D	Total Time Period (Should be equal to B)		
Prepared by : CMS/CTD Note : In cases where the time frame from opening of tenders to signing of Agreement (items 9 to 17) exceeds the period of three months, reasons to be stated specifying the item for which the time frame to exceed three months, while obtaining the approval of the competent authority.			

CMF : 1.03		TENDER NOTICE	
COMPANY :		PROJECT/ AREA	TENDER NOTICE NO. : DATE :
1. Sealed item rate tenders are invited from reputed and experienced contractors for the following works :			
Description of Work	Location	Estimated value (Rs.)	Period of Completion
<p>2. Earnest Money</p> <p>Rs..... (1% of the estimated cost rounded of to nearest hundred rupees subject to maximum of Rs. 50 lakhs) as Earnest Money/ Bid Security is to be deposited in the form of irrevocable Bank Guarantee (from Scheduled Bank/ Branch acceptable to the owner) with validity 28 days beyond the validity of the Bid in the format given in the Bid Document. Certified Cheques and Demand Drafts will also be acceptable as Earnest Money/ Bid Security drawn in favour of Coalfields Ltd. on any scheduled Bank payable at its branch at Earnest Money/ Bid Security of the unsuccessful bidder shall be refundable as promptly as possible after opening of Price Bid and finalisation of the tender and shall bear no interest..</p> <p>3. Application fee for Tender Documents</p> <p>The application fee for tender documents shall be Rs (Refer CMF 1.08 for fixing the application fee for tender document) payable either in cash or by bank draft drawn in favour of..... Coalfields Ltd., on Bank payable at its branch at.....</p> <p>4. Availability of Tender Documents</p> <p>Tender documents including terms and conditions of work, shall be available on payment, from the following places, during the period as stated below:</p> <p>Place From to (date) Time From to</p> <p>(i) office of the General Manager (Contracts Management Services) at Company HQ</p> <p>(ii) office of the General Manager of the concerned area where contract is to be executed.</p> <p>(iii) Office of the Regional Sales Manager, Coal India Ltd</p> <p>(a) Address Mumbai</p> <p>(b) Address Delhi</p> <p>(c) Address Chennai</p> <p>(d) Address Lucknow</p> <p>(e) Address Patna</p> <p>(iv) Address of the company's Kolkata Office.</p> <p>Tender document is also available on our website http://..... (company's website)</p>			

CMF : 1.03	TENDER NOTICE	
COMPANY :	PROJECT/ AREA	TENDER NOTICE NO. : DATE :

5. General Instructions for Submission of Tender

Tenderer is required to submit his offers in sealed covers giving reference to this Tender Notice No. and date, containing offers in two parts- I & II as specified in the Tender documents. EMD to be submitted in a separate envelope with the Part I of the tender document. Part I & II should also be in sealed covers clearly superscribing as part I & II on the respective envelopes (Name of the work shall be superscribed on the left hand side of the covers).

Part II envelopes will be opened only in respect of such tenderers as found valid after scrutiny of part I.

6. Validity Period of Offer

The rates offered in Part II should be valid for 120 days from the date of opening of Part I of the Tender.

7. Receipt of Tenders

Tenders are to be received in sealed covers uptoHRS on (date) at the following offices:

(1) Office of the General Manager, Contract Services at (Subsidiary HQ).
(2) Office of the General Manager..... Area (concerned area).

8. Opening of Tenders

Tenders will be opened at HRS on (date) at the office of the General Manager at.....

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

Signature _____
General Manager
Department/ Project
Name of the Company

NOTE:

1. Items 4(ii),(iii) and (iv) are not mandatory and may be resorted to wherever necessary considering nature and type of work, value of work and availability of capable tenderers in different regions, anticipating better participation for more competitive rates.

2. If the bid is invited from un-registered contractors, then pre-qualification criteria for issue of tender documents shall be included in the notice.

INSTRUCTIONS TO BIDDERS

1. SCOPE OF TENDERER

1.1 The _____ (referred to as Employer in these documents) invites bids for the construction of works (as defined in these documents and referred to as "the works") detailed in the table given in the Notice Inviting Tenders (NIT). The tenderers may submit tenders for any or all of the works (Packages or slices) detailed in the NIT.

1.2 The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the Contract.

2. ELIGIBLE TENDERERS :

2.1 The Invitation for Bids is open to all Bidders eligible to participate as per qualifying criteria laid down separately hereinafter.

2.2 All bidders shall provide in their bid Forms of Bid and Qualification Information, a statement that the Bidder (including all members of the firm including subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Engineer for the Contract. 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 responsible for completing the task as per the contract.

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

3. QUALIFICATION OF THE TENDERER :

3.1 All bidders shall provide in their bid Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

3.2 In the event that prequalification of potential bidders has been undertaken, only Bids from prequalified bidders will be considered for award of Contract. These qualified bidders should submit with their Bids any information updating their original prequalification applications or, alternatively, confirm in their Bids that the originally submitted prequalification information remains essentially correct as of the date of Bid submission. The update or confirmation should be provided in the bid.

3.3 If the employer has not undertaken pre-qualification of potential bidders, all bidders shall include the following information and documents with their bids (copies of all documentary evidences are to be duly authenticated by the tenderers/ constituted attorney of the tenderer with full signature and seal. All signed declarations are to be made in the tenderer's letter head.)

- a. copies of original documents defining constitution or legal status, place of registration, and principal place of business; written power of attorney of signatory of the Bid to commit the Bidder.
- b. i) total monetary value of contractual work performed for each of the last five years.
ii) experience of having successfully executed similar works during last seven years
- c. experience in works of similar nature and size for each of the last five years, and details of work under way or contractually committed; and the name and address of clients who may be contacted for further information on those contracts;
- d. major items of construction equipment proposed to carry out the Contract;
- e. qualifications and experience of key site management and technical personnel proposed for the contract;

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INSTRUCTIONS TO BIDDERS

- f. reports on financial standing of Bidder, such as profit and loss statement and auditor's reports for the past five years;
- g. evidence of adequacy of working capital for this Contract (access to lines of credit and availability of other financial resources);
- h. authority to seek references from the Bidder's bankers;
- l. Prior approval in writing of the company shall be obtained before any change is made in the constitution of the contracting agency otherwise it shall be treated as breach of contract.
- j. information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
- k. proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price and
- l. Permanent Income Tax Account No(PAN)
- m. The bidders would give a declaration that they have not been banned or delisted by any Govt. Or Quasi-Govt. Agencies or PSU's. If a bidder has been banned by any Govt. or Quasi-Govt. Agencies or PSU's that fact must be clearly stated and it may not necessarily be a cause for disqualifying him. If this declaration is not given the bid will be rejected as non-responsive.
- n. Two or three companies/contractors participating in the bid as Joint Venture should submit Firm-wise participation details, Banker's name, execution of work with details of contribution of each and all other relevant details.

[Note: The intending tenderer will have to submit a declaration in support of the authenticity of the credential submitted by them alongwith the tender in the form of an affidavit as per the format provided in the bid document.]

3.4 To qualify for award of the contract -

- a. The intending tenderer must have in its name as a prime contractor experience of having successfully completed similar works 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 either of the following.
 - i) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.
Or
 - ii) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.
Or
 - iii) One similar completed work costing not less than the amount equal to 80% of the estimated cost.
- b. Average annual financial turnover of civil work during the last 3(three) years, ending 31st March of the previous financial year should be at least 30% of the estimated cost."
- c. Evidence of possessing adequate working capital (at least 20% of the value of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement.

Note: Financial turn over and cost of completed works of previous works shall be given a weightage of 5% per year (average annual rate of inflation) to bring them at current price level.)

3.5 Sub contractors experience and resources will not be taken into account in determining the Bidders' compliance with qualifying criteria.

3.6 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under :

$$\text{Assessed available bid capacity} = (A \times N \times 2 - B)$$

Where - A : Maximum value of works executed in any one year during the last five years (updated to current level) taking into account the completed as well as works in progress.

N : Number of years prescribed for completion of the works for which bids are invited.

B: Value at current price level of existing commitments and on-going works to be completed during the next months (Period of completion of the works for which bids are invited.)

Note : The statements showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer-in-charge not below the rank of Executive Engineer.

- 3.7 Even though the bidders meet the above 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, litigation history, or financial failures etc.

Notes : 1) The qualification criteria shown above are to be considered as a standard for normal works.

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 limited firm. 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 and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction 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 tenderer 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 Site Investigation Reports:- The Contractor, in preparing the bid, shall rely on the Site Investigation Report referred to in the bid document, supplemented by any information available to the Bidder.

7. CONTENT OF BIDDING DOCUMENTS

7.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause 9:

Notice Inviting Tender

Section 1	Instructions to Bidders;
Section 2	Forms of Bid and Qualification Information;
Section 3	Conditions of Contract;
Section 4	Specifications;
Section 5	Tender Drawings;
Section 6	Forms of Securities/Guarantees and form of Article of Agreement.
Section 7	Scope of work/Bill of Quantities;

8. CLARIFICATION OF BIDDING DOCUMENTS

8.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable ("cable includes telex and facsimile) at the Employer's address indicated in the Notice Inviting Tender. The Employer will respond to any request for clarification received earlier than 15 days prior to the deadline for the submission of Bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry but without identifying its source.

8.2 Pre-bid meeting: A pre-bid meeting will be held onathrs at the office of..... to clarify the issues and to answer questions on any matter that may be raised at that stage.

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 part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective Bidders shall acknowledge receipt of each addendum by cable to the Employer.

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 19.2 below. And the same is also to be communicated simultaneously to all the purchasers of Bidding Document.

10. LANGUAGE OF BID

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

10.2 In case the bid is signed in a language other than English by the bidder, the total amount of the bid should also be written in the same language.

11. DOCUMENTS COMPRISING THE BID

11.1 The Bid, comprising of two/three parts, will be submitted by the bidder as follows :

- a. Part I of the bid to be submitted in Ist inner sealed envelope comprising of
 - (i) bid security/earnest money deposit,
 - (ii) letter of the bidder submitting the bid in the form as stipulated in 'Contractor's bid' in the bid document and
 - (iii) qualification information as indicated in the bid document and Documents as required in accordance with stipulations of bid document and any other materials required to be completed and submitted by bidder in accordance with these instructions.
 - (iv) Indication of Alternative Bid/ Deviation, if any (See Item -16 for details)
- b. Part 2 of the bid to be submitted in the IInd inner sealed envelope comprising of Priced Bill of Quantities with the original bid document issued to the bidder duly signed by authorised signatory of the bidder on all pages as proof of accepting the conditions of contract.
- c. Both the inner sealed envelopes will then be placed in one outer envelope, sealed and marked properly as per Clause 18 and submitted to the Employer at its address before the deadline for submission of the bid as described in Clause 19.

12. BID PRICES

12.1 The contract shall be for the whole Works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.

12.2 The Bidder shall fill-in rates and prices for all items of the Works described in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting. Overwriting should be avoided, and instead, corrections be made wherever required as per above.

12.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All incidentals, overheads, leads, lifts, carriages etc. as may be attendant upon execution and completion of items shall also be included in the rates, prices and total Bid price submitted by the bidder.

12.4 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 of the bidding document.

12.5 The bidder is to ascertain existence of any Force Majeure Condition at the place of operation of the bids and will categorically specify them in his bid stating whether they have been taken into consideration in their quotation.

13. CURRENCIES OF BID AND PAYMENT

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

14. BID VALIDITY

14.1 Bid shall remain valid for a period not less than one hundred and twenty days after the deadline for bid submission specified in Clause 19. A bid valid for a shorter period shall be rejected by the Employer .

14.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing or by cable. 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 a period of the extension, and in compliance with Clause 15 in all respects.

15. BID SECURITY/ EARNEST MONEY DEPOSIT

15.1 The bidder shall furnish, as part of his bid, a Bid Security/Earnest Money in the amount as shown in NIT for this particular work. Bid Security/EMD will be required to be deposited in the form of irrevocable Bank Guarantee (from Scheduled Bank/ Branch acceptable to the owner) with validity 28 days beyond the validity of the Bid in the format given in the Bid Document. Certified Cheques and Demand Drafts will also be acceptable as Bid Security/ Earnest Money drawn in favour of Coalfields Ltd. on any Scheduled Bank payable at its branch at

15.2. Any Bid not accompanied by an acceptable Bid Security/ /EMD shall be rejected by the Employer as non-responsive.

15.3 The Bid Security/ /EMD of the unsuccessful bidder shall be refundable as promptly as possible after opening of Price Bid and finalisation of the tender .

CMF 1.04

INSTRUCTIONS TO BIDDERS

15.4 The Bid Security/ EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/Security Deposit.

15.5 The Bid Security/Earnest Money may be forfeited:

- a. if the Bidder withdraws the Bid after Bid opening during the period of Bid validity; 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.
- c. if the bidder does not accept the correction of the bid price pursuant to clause 26 of ITB.

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

16. ALTERNATIVE PROPOSALS BY BIDDERS

16.1 Bidders shall submit offers that comply with the requirements of the Bidding documents, including the basic technical design as indicated in the drawings and specifications. Alternatives will not be considered, unless specified in the Bidding Data. If such a case, Sub-Clause 16.2 shall govern.

16.2 Bidders are to offer technical alternatives to the requirements of the Bidding documents along with the Bid that complies with the requirements of the Bidding documents, including the basic technical design as indicated in the drawings and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for complete evaluation of the alternative by the Employer, including design calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements stipulated in the bidding document shall be considered by the Employer.

17. FORMAT AND SIGNING OF BID

17.1 The Bidder shall prepare the bidding documents comprising the Bid as described in Clause 11 of these instructions to Bidders.

17.2 All documents of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Bidder, pursuant to Sub-Clauses 3.3(a). All pages of the Bid document shall be initialled by the person or persons signing the Bid.

17.3 The Bid shall contain no alterations, or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid. Erasing or overwriting in the bid document may disqualify the bidder.

18. SEALING AND MARKING OF BIDS

18.1 The Bidder shall seal the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes in the following manner :

Ist inner sealed envelope will be marked "Part I - Bid for _____ comprising Bid Security/EMD with qualification information "

IInd inner sealed envelope will be marked as " Part II - Price Bid for _____ "

Outer Sealed envelope will be marked as " Bidding Documents for _____ "

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INSTRUCTIONS TO BIDDERS

18.2 The inner envelopes placed in outer envelopes shall :

a. be addressed to the Employer at the following address:

and

b. inner and outer envelopes will bear the following additional identification:

- Bid for _____
- Bid Reference No. _____
- DO NOT OPEN BEFORE _____ HRS IST on _____

18.3 In addition to the identification required in Sub-Clause 18.2 the inner and outer envelopes shall indicate the name and address of the Bidder.

18.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

19. DEADLINE FOR SUBMISSION OF BIDS

19.1 Bids shall be delivered to the Employer at the address specified above not later than _____. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be received upto the appointed time on the next working day.

19.2 The Employer may extend the deadline for submission of Bids by issuing an amendment in accordance with Clause 9, 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.

20. LATE BIDS

20.1 Any Bid received by the Employer after the deadline prescribed in Clause 19 due to any reason whatsoever will not be accepted.

21. MODIFICATION AND WITHDRAWAL OF BIDS

21.1 Bidders may modify or withdraw their Bids by giving notice in writing before the deadline prescribed in Clause 19 in case the bidder has submitted the bid well before the deadline.

21.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 11, 17, 18 and 19, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.

21.3 No Bid may be modified after the deadline for submission of Bids.

21.4 Withdrawal of a Bid between the deadline for submission of Bids and the expiration of the period of Bid validity specified in the Bidding Data or as extended pursuant to Sub-Clause 14.2 may result in the forfeiture of the Bid Security pursuant to Clause 15.

22. BID OPENING

22.1 The Employer will open the bids, including modifications made pursuant to Clause 21, in the presence of the bidders' or their representatives who choose to attend at the time and in the place specified in Clause 19. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

22.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 21 shall not be opened.

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INSTRUCTIONS TO BIDDERS

22.3 The Bidders' names, the Bid Prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

23. PROCESS TO BE CONFIDENTIAL

23.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

24. CLARIFICATION OF BIDS

24.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex, or facsimile.

25. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

25.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:

- a. meets the eligibility criteria defined in Clause 3;
- b. has been properly signed;
- c. is accompanied by the required securities; and
- d. is substantially responsive to the requirements of the Bidding documents.

25.2 A substantially responsive Bid is one which conforms to all the terms, conditions, & specifications of the Bidding documents without material deviation or reservation. A material deviation or reservation is one:

- a. which affects in any substantial way the scope, quality, or performance of the works;
- b. which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or
- c. whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

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

26. CORRECTION OF ERRORS

26.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetical errors. Errors will be corrected by the Employer as follows :

- a. where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern; and
- b. where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- c. discrepancy in totaling or carry forward in the amount quoted by the contractor shall be corrected

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

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

27. EVALUATION AND COMPARISON OF BIDS

27.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 25.

27.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows :

- a. making any correction for errors pursuant to Clause 26.
- b. making an appropriate adjustment for any other quantifiable acceptable variations, deviations or alternative offers submitted in accordance with Clause 16; and
- c. making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Clause 21.

27.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors that are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the employer shall not be taken into account in Bid evaluation and award of work.

27.4 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 company may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of these prices with the construction methods and schedule proposed. After evaluation of the price analysis, the company may require that the amount of the performance security is increased at the expense of the successful bidder to a level sufficient to protect the company against financial loss in the event of the default of the successful bidder under the contract. The definition seriously 'unbalances bid ' will no doubt vary from contract to contract. It is therefore essential that before bids are called for, the cost engineering department must fix the price above or below which the pricing of an item would be termed as seriously unbalanced. If the pricing of the bidder is such that he is likely to garner a major portion of the value of the contract at the initial stage of the project itself, the bid will be evaluated appropriately after carefully assessing the resultant fund flow from the company concerned. The concept of fund flow will be adopted for works value over Rs.1 crore.

28. AWARD CRITERIA

28.1 Subject to Clause 29, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be:

- a. eligible in accordance with the provisions of Clause 2; and
- b. qualified in accordance with the provisions of Clause 3.

Acceptance of offer issued by the company need not be accepted by the tenderer. But the tenderer should acknowledge a receipt of order within 15 days of mailing of Work Order and any delay in acknowledging the receipt will be a breach of the contract and compensation for the loss caused by such breach will be recovered by the company by forfeiting Earnest Money Deposit/ Bid Bond.

29. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND NEGOTIATE

29.1 It is not obligatory to recommend the award of work to the lowest tenderer in all cases. In case the lowest tender is found to be unworkable and unbalanced or impractical, negotiation may be carried out with L1 only to arrive at reasonable rate.

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INSTRUCTIONS TO BIDDERS

30. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

30.1 The Bidder, whose Bid has been accepted, will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, or facsimile 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").

30.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Security/Security Deposit in accordance with Clause 31.

30.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder within 21 days following the notification of award along with the letter of Acceptance.

30.4 Upon the furnishing by the successful Bidder of the Performance Security/Security Deposit, the Employer will promptly notify the other Bidder that their Bids have been unsuccessful and refund the Bid Security/Earnest Money Deposit.

31. PERFORMANCE SECURITY/ SECURITY DEPOSIT

31.1 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.

31.2 Performance Security should be 5% of contract amount and should be submitted within 28 days of receipt of LOA by the successful bidders in any of the form given below

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

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

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

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

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

31.3 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.

31.4 5% Performance Security should be refunded within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects). Retention Money should be refunded after issue of No Defect Certificate.

32. EMPLOYMENT OF LOCAL LABOUR

32.1 "Contractors are to employ, to the extent possible, only local project affected people and pay wages not less than the minimum wages fixed by the local Government".

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

33 LEGAL JURISDICTION

33.1 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 court only.

34 DEEMED EXPORTS

34.1 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.

35 CONSULTANTS NOT TO BID & VICE-VERSA :

35.1 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.

36 SUB-CONTRACTOR/ SUB-VENDOR :

36.1 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.

36.2 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.

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FORMS OF BID AND QUALIFICATION INFORMATION

(To be filled by the Bidders)

CONTRACTOR'S BID

Sub : BID for the Work _____

To :

Dear Sir,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying the Bidding Document issued to us. The Bid Security/Earnest Money in accordance with the NIT and Instructions to Bidders amounting to Rs (in figures) (in words) in the form as stipulated in Clause 15 of the Instructions to Bidders is enclosed herewith(*to be filled in by the Bidder*).

This Bid and your written acceptance of it shall constitute a binding contract between us . We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid security required by the Bidding documents. We also confirm that E.M.D. and other required documentary evidences related to this part of the Bid are enclosed (As listed below) herewith either in original/ copies attested by Gazetted Officer/ copies duly authenticated by us with signature and seal alongwith affidavit as per the format provided in the bid document..

Yours faithfully,

Authorised Signature : _____
Name and Title of the Signatory : _____
Name of the Bidder : _____(the Contractor)
Address : _____
Date : _____

- Enclo i) E.M.D. of Rs vide..... dt.
ii)
iii)
iv)
v)
vi)

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FORMS OF BID AND QUALIFICATION INFORMATION

QUALIFICATION INFORMATION

(In sealed cover)

(The information to be submitted by the Bidders)

1. Constitution or Legal status of Bidder (attach copy)

Place of registration : _____
 Principal place of business : _____
 Power of Attorney of signatory Bid : (attach)

2. Details of the turnover during last 3 (three) years :

Annual Turnover Data (Construction only)		
Year	Turnover in Rs.	Remarks

- 3 Joint Venture details:

Name of all partners of a joint venture
1. Lead partner
2. Partner
3. Partner

NOTES : Joint ventures must comply the following requirements :

- i) Following are the minimum qualification requirements for joint ventures:
 - a) The lead partner shall meet not less than 40% of all the qualifying criteria stated in the bid document.
 - b) The other partners shall meet not less than 30% of all the qualifying criteria stated in the bid document.
- 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) Any bid 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 (JV 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.

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vi) One of the partners responsible for performing a key component of the contract 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 jointly by each Joint Venture Partners.

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

4. Details of experience for similar nature and complexity of work in last 7 (seven) years
Use a separate statement for each contract.

1.	Number of contract : Name of contract :
2.	Name of the employer :
3.	Employers address :
4.	Nature of work and special features if any :
5.	Contractor's role (check one) 1. Sole contractor 2. Subcontractor 3. Partner in Joint venture
6.	Value of the total contract
7.	Date of award :
8.	Date of completion
9.	Specified requirements : a) concrete : b) Structural steelworks : c) equipment :

5. Proposed subcontractors and firms to be involved :

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

6. Information on Bid Capacity. (Works for which bids have been submitted and works which are yet to be completed) as on the date of this bid :

- Total value of work executed in last five years (yearwise):
- Details of existing commitments and ongoing works.
- Details of Works for which bids already submitted.

7. Evidence of access to financial resources to meet the qualification requirements: Cash in hand, lines of credit and other financial means etc. sufficient to meet the construction cash flow (copies to be submitted and the following format to be filled up)

Source of financing	Amount in Rs.
1.	
2.	

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FORMS OF BID AND QUALIFICATION INFORMATION

8. Financial reports of the last five years : balance sheets, profit and loss statement, auditors' report etc. (copies to be submitted and the following format to be filled up)

Financial information in Rs.	Actual : Previous five years					Projected : Next two years	
	1	2	3	4	5	6	7
1. Total assets							
2. Current assets							
3. Total liabilities							
4. Current liabilities							
5. Profits before tax							
6. Profits after tax							

9. Details of the bankers

Banker	Name of the banker	
	Address of the banker	
	Telephone	Contact name and title
	Fax	Telex

10. Information about current litigation in which bidder is involved :

Year	Award FOR or AGAINST applicant	Name of the client, Clause of Litigation and Matter of dispute	Disputed amount in Rs.

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

Sl. No.	Equipment type and capacity	Make and model	Minimum number
1			

12. Details of additional construction equipment to be purchased new for the project, indicating delivery times required in the form given below :

Sl. No.	Equipment to be purchased (new) - type and capacity	Make and model	Delivery period	Number
1				

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FORMS OF BID AND QUALIFICATION INFORMATION

13. The bidder should list transport available for personnel, construction, plant, stores and machinery. Where transport is to be subcontracted the proposed arrangements should be clearly demonstrated.

14. The bidder should provide full details of his plant and maintenance facilities together with the full details of laboratory personnel, workshop personnel including fitters, mechanics, machinists etc.

15. Permanent Income Tax Account No. (PAN).

16. TECHNICAL RESOURCES

(a) List of technical personnel available with the tenderer, with their qualification and experiences.

17. DETAILS OF EARNEST MONEY/BID SECURITY

Deposit of Earnest Money by :

Details of Certified cheques /Draft / B.G.:

Amount (Rs.) :

18. OTHER DETAILS

(a) Details of registration/ enlistment with Government organisations/ PSUs/Subsidiaries of Coal India.

(b) Certificate of registration as per statutory requirements under Contract Labour Laws as may be applicable

19. Acceptance by the Tenderer of conditions of contract as per Tender Documents (attach signed copies of the bid document issued to them alongwith the tender as proof of acceptance)

Signature of the Tenderer

NOTE : Separate sheets may be attached to furnish details, if necessary.

Annexure A.
(Ref. Clause- 3.3 of ITB)

Format for Affidavit:

Non-Judicial Stamp Paper.

AFFIDAVIT.

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

1. We are submitting Tender for the Work.....
.....against Tender Notice No. dated.....
2. None of the Partners of our firm is relative of employee of (Name of the Company)
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
4. All documents / credentials submitted along with this Tender are genuine, authentic, true and valid.
5. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/ delisting of our firm and all partners of the firm etc.

Signature of the tenderer,

Dated

Seal of Notary

GENERAL TERMS AND CONDITIONS**1. DEFINITIONS :**

- i. The word "Company" or "Employer" or "Owner" wherever occurs in the conditions, means the Limited, represented at the headquarters of the Company by the or his authorised representative or any other officer specially deputed for the purpose.
- ii. The word "Principal Employer" wherever occurs, means the authorised representative or any other officer specially deputed by the Company for the purpose.
- iii. The word "contractor"/ "contractors" wherever occurs means the successful Bidder/Bidders who has/have deposited the necessary Earnest Money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or company, as the case may be and any constitutional, or otherwise change of which shall have prior approval of the employer.
- iii. "The Site" shall mean the site of the contract work including land and any building and erections thereon and any other land allotted by the company for contractor's use.
- iv. The term "subcontractor", 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.
- v. 'Accepting authority' shall mean the management of the company and includes an authorised representative of the company or any other person or body of persons empowered in this behalf by the company.
- vi. A 'Day 'shall mean a day of 24 hours from midnight to midnight.
- vii. Engineer-in-charge/ Designated Officer-in-charge who is of an appropriate seniority will be responsible for supervising and administering the contract, certifying payment due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. Engineer-in-charge/Designated Officer-in-charge may further appoint his representatives i.e. another person/ Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under the Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned will be that of the Engineer-in-charge/Designated Officer-in-charge.
- viii. The 'contract' shall mean the notice inviting tender, the tender as accepted by the company and the formal agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, specifications, designs & drawings including those to be submitted during progress of work, schedule of quantities with rates and amounts.
- ix. The 'works' shall mean the works required to be executed in accordance with the contract or parts thereof as the case may be and shall include all extra or additional, 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.
- x. 'Schedule of Rates' referred to in these conditions shall mean the standard schedule of rates prescribed by the company and the amendments issued from time to time.
- xi. 'Contract price' shall mean
 - (a) in the case of lump sum contracts the total sum for which tender is accepted by the company.
 - (b) in the case of other types of contracts the total sum arrived at, based on the individual rates

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	quoted by the tenderer for the various items shown in the 'Bill of quantities' of the tender documents as accepted by the company with or without any alteration as the case may be.
xii.	'Written notice' shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the Corporation/Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
xiii	<p>"Drawings"/"Plans" shall mean all :</p> <p>(a) drawings furnished by the owner with the bid document , if any, as a basis for proposals,</p> <p>(b) working drawings furnished by the Owner after issue of letter of acceptance of the tender to start the work,</p> <p>(c) subsequent working drawings furnished by the owner in phases during progress of the work, and</p> <p>(d) fabrication drawings, if any, submitted by the contractor and duly approved by the owner.</p>
xxix	<p>"Codes" shall mean the following, including the latest amendments, and/or replacements, if any :</p> <p>(a) Bureau of Indian Standards relevant to the works under the contract and their specifications.</p> <p>(b) Indian Electricity Act and Rules and Regulations made thereunder.</p> <p>(c) Indian Explosive Act and Rules and Regulations made thereunder.</p> <p>(d) Indian Petroleum Act and Rules and Regulations made thereunder.</p> <p>(e) Indian Mines Act and Rules and Regulations made thereunder.</p> <p>(f) Any other Act, rule and regulations applicable for employment of labour, safety provisions, payment of provident fund and compensation, insurance etc.</p>
2.	<p>CONTRACT DOCUMENTS :</p> <p>The following documents shall constitute the contract documents :</p> <p>(i) Articles of Agreement,</p> <p>(ii) Notice Inviting Tender,</p> <p>(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 duly accepted by the Employer,</p> <p>(iv) Conditions of contract, including general terms and conditions, additional terms and conditions, special conditions, if any etc. forming part of the Agreement,</p> <p>(v) Specifications, where it is part of Tender Documents,</p> <p>(vi) Scope of works/Bills of quantities/schedule of works/quantities and</p> <p>(vii) Contract Drawings/finalised work programme.</p> <p>2.1 After acceptance of tender and on execution of contract/issue of work order to proceed with the work, as the case may be, the contractor shall be furnished, free of charge, two copies of contract documents. (certified true copies), excepting those drawings to be supplied during the progress of work. The contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Engineer-in-charge, his representatives or any other officials authorised by the company for the purpose.</p> <p>2.2 None of these documents shall be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.</p> <p>2.3 The court of shall have exclusive jurisdiction in all matters arising under this contract.</p>
3.	<p>DISCREPANCIES AND ADJUSTMENTS THEREOF :</p> <p>The documents forming part of the contract are to be treated as mutually explanatory of one another and in case of discrepancy between schedule of quantities, the specifications and/or drawings, the following order of preference shall be observed :</p> <p>a. Description in schedule of quantities</p>

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CONDITIONS OF CONTRACT

- b. Particular specification and special conditions, if any
- c. Drawings
- d. General specification

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

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

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

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

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

4. SECURITY DEPOSIT :

4.1. Security Deposit shall consist of two parts;

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

The security deposit shall bear no interest.

4.2 Performance Security should be 5% of contract amount and should be submitted within 28 days of receipt of LOA by the successful bidders in any of the form given below :

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

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

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

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

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

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

4.6 5% Performance Security should be refunded within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects). Retention Money should be refunded after issue of No Defect Certificate.

4.7 **Refund of security deposit** - The refund of security deposit shall be subject to company's right to deduct/appropriate its dues against the contractor under this contract or under any other contract. On completion of the entire work and certified as such by the Engineer-in-charge, one half of the security deposit remaining with the company shall be refunded. The other half shall be refunded to the contractor on the expiry of six months/ performance guarantee period from the date of completion as certified by the Engineer-in-Charge, subject to the following conditions :

- a. Any defect/defects in the work, if detected after issue of completion certificate is/are rectified to the satisfaction of the Engineer-in-charge within the said defect liability period of six months or on its due extension till completion of the rectification work as required.
- b. In the case of building work or other work of similar nature, the refund shall be made on the expiry of the said six months period or at the end of one full monsoon period i.e. June to September, whichever is later in point of time and any defects such as leakages in roof, effloresces in walls, dampness, defects in drainage etc. should be rectified to the satisfaction of the Engineer-in-charge.
- c (i). In case of supply, installation and commissioning of equipment for electrical and mechanical works the refund shall be made on the expiry of defect liability period which will be one year from the date of commissioning of the equipment/completion of the work and/or rectification of any defect which may be detected in the individual equipment or the whole system under the contract, whichever is later.
(ii) All types of Manufacture's guarantee/warranty wherever applicable are to be issued/ revalidated in the name of the owner by the Contractual agency and will be covered with relevant counter guarantee.

5. **DEVIATIONS/VARIATIONS IN QUANTITIES - EXTENT AND PRICING :**

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

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

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

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

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

However, the Engineer-in-charge shall be at liberty to cancel the instruction by notice in writing and to arrange to carry out the work in such manner as he /she considers advisable under the circumstances. The contractor shall under no circumstances suspend the work on the plea of non-settlement of rates.

5.3 Alterations in the quantities shall not be considered as a change in the conditions of the contract nor invalidate any of the provision thereof provided that a supplementary work order or agreement for the item/items involved will be necessary when the alterations involved one or more of the followings:

- i) An increase of more than 10% of the total cost of the work calculated from the original tendered quantities and the contract price.
- ii) In case of item rate tenders an increase or decrease of more than 25% in the quantity of items below plinth level and 5% of the items for above plinth level any major item or abnormally high value item of contract due to variations in the site conditions or change in the drawings and design. A major contract item is an item which is equal to or greater than 5% of the total contract cost as per agreement. The items appearing as minor item in the original contract shall be construed as becoming a major item when increased to the extent that the total cost of the item is equal to greater than 5% of the total agreement value. Abnormally high value items are those whose quoted rates are more than 20% of the updated estimated rates of the Company.
- iii) The sub clause (ii) as above shall be applicable for item rate tenders only and not applicable for percentage tenders for works based on standard schedule of rates of the company.
- iv) More than 10% deviation from original awarded value should require approval of next higher authority, but total amount should be within the delegated power of the next higher authority.

5.4 The variation in quantity of abnormally low value items for item rate tenders shall not be permitted below 25% of the items below plinth level and 5 % of the items above plinth level of the agreement schedule of quantity, but in exception cases with the written instruction of EIC. Abnormally low value items are those whose quoted rates are less than 20% of the updated estimated rates of the Company.

Therefore, quantity variation, if required, in respect of Abnormally High Rates & Abnormally Low Rates items may be allowed upto the % mentioned above of the tender quantity beyond which rate analysis will be resorted to based on current market price and payment for extra quantity over the permitted quantity of +/-25% and +/-5% would be made on the basis of the analysed rate or quoted rate whichever is less.

5.5 The time for completion of the originally contracted work shall be extended by the company in the proportion that the additional work (in value) bears to the original contracted work (in value) as may be assessed and certified by the Engineer-in-charge.

5.6 The company through its Engineer-in-charge or his representative, on behalf of the company, shall have power to omit any part of the work in case of non-availability of a portion of the site or for any other

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reason and the contractor shall be bound to carry out the work in accordance with the instruction given by the Engineer-in-charge. No claim for omitting the part of the work or extra charges/damages shall be made by the contractor on these grounds.

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

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

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

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

6.2 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 setoff against any sum payable to the contractor under this or any other contract with the company.

6.2.1 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.

6.2.2 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.

6.2.3 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.

6.3 In the event of such termination of the contract as described in clauses 6.2.2 or 6.2.3 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.

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

- a. abnormally bad weather
- b. serious loss or damage by fire or other causes related to 'Force Majeure Conditions'.
- c. civil commotion, strikes or lockouts affecting any of the trades employed on the work
- d. non-availability of stores which are the responsibility of the company to supply
- e. non-availability or breakdown of tools and plant to be made available or made available by the company
- f. delay on the part of the contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work
- g. non-availability of working drawings/work programme in time, which are to be made available by the company during progress of the work
- h. any other causes which, at the sole discretion of the company is beyond the control of the contractor.

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

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

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

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

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

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

6.7 (a) The successful bidder/ contractor will advise, in the event of his having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the cause 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/ contractor 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

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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.

6.8 Whenever time extension is given to the contractor for reasons for delay solely attributed to the company (for all the cases including where higher prices have been awarded), price variation may have to be allowed depending on the conditions of the contract. In order to determine the above, a hindrance register will be maintained which will be jointly signed by both the parties at the time of periodical review meetings to be held at least once in three months by the Engineer-in- Charge/ Designated Office-in-Charge whose decision in this cases will be final. The delays will be determined solely on the basis of this register, and that any refusal on the part of the contractor to sign the register would mean that the delay, if it occurs will be solely attributed to him.

Hindrance register is signed by both the parties. The contractor should also be given permission to write his observations/ disagreement in the register.

In case the contractor has a different opinion for hindrance and a dispute arises, then the matter would be referred to the higher authority whose decision will be final and binding on the contractor & the decision to be communicated within 15 days.

7. SUPPLY OF MATERIALS :

The contractor shall at his own expense, provide all materials required for the work and the rates quoted by the contractor shall be for finished work inclusive of all materials required for completion of the work as specified in the contract. The company may, of its own or at the request of the contractor, supply such materials as may be specified, if available, at rate/rates to be fixed by the Engineer-in-charge.

7.1 For the materials which the company has agreed to supply for the contract, the contractor shall give in writing of his requirements in accordance with the agreed phased programme to the Engineer-in-charge sufficiently in advance. The value of materials so supplied shall be set off or deducted from the payment to be made for the items of work in which such materials have been consumed, or from any sum then due or to become due to the contractor thereafter.

7.2 The contractors shall keep accurate record of materials issued by the company, maintain proper accounts for the receipts and issues to the work/contract and shall be open to check by the Engineer-in-charge or his authorised representative. The contractor shall ensure that such materials are consumed for the contract only and the register for receipts and issues of such materials shall be signed both by the representatives of Engineer-in-charge and the contractor.

7.3 All materials, tools and plants brought to site by the contractor including the materials supplied by the company shall be deemed to be held in lieu by the company and the contractor shall not have the right to remove the same from the site, without the written permission of the Engineer-in-charge. The company shall not however be liable for any loss, theft or damage due to fire or other causes during this period of lien.

7.4 The contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required, etc., as may be necessary for the use and keeping the materials in good condition.

7.5 Any surplus materials remaining after completion or termination of the contract, shall be returned by the contractor at his cost to the place of issue and the Engineer-in-charge shall accept the same at the rate not exceeding the rate at which these were originally issued taking into consideration the deterioration or damage, if any, that may have been caused during the custody of the contractor. In the event, the contractor fails to return the surplus materials out of those supplied by the company, the Engineer-in-charge may, in addition to any other liability which the contractor would incur in this regard, by notice in writing require the contractor to pay the amount at double the issue rate for such unreturned surplus materials.

7.6 On completion or on termination of the contract and advance, if any, in respect of materials brought to site paid by the company if fully recovered, the contractor shall be entitled to remove at his expense all surplus materials originally supplied by him and upon such removal, the same shall become the property of the contractor.

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7.7 All charges on account of octroi, terminal or sales tax and other duties on materials obtained for the works from any source (excluding materials supplied by the company) shall be born by the contractor.

8. QUALITY ASSURANCE - MATERIALS AND WORKMANSHIP :

The contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work conforms strictly to the drawings, specifications, instructions of the Engineer-in-charge. The Engineer-in-charge may issue from time to time further drawings, detail instructions/directions in writing to the contractor. All such drawings, instructions/directions shall be consistent with the contract documents and should be reasonably inferable therefrom, along with clarifications/explanations thereof, if necessary. However, the contractor will be solely responsible for design and erection of all temporary structures required in connection with the work.

8.1(i) The contractor shall be responsible for correct and complete execution of the work in a workmanlike manner with the materials as per specification which shall be subject to the approval of the company. All work under execution in pursuance of the contract shall be open to inspection and supervision by the Engineer-in-charge or by his authorised representative or any other official of higher rank or any other person authorised by the company in this behalf and the contractor shall allow the same.

8.1(ii) The contractor shall give a clear notice period offering the materials/ equipments for inspection by the Company and they will not be despatched unless they are inspected and cleared for despatch by the representative of the company. The company may in exceptional cases waive this requirement with sufficient reasons wherever required.

8.2 All materials to be provided by the contractor shall be in conformity with the specifications/schedule of work as per the contract and the contractor shall furnish proof, if so required by the Engineer-in-charge for his satisfaction that the materials so comply.

8.3 The contractor shall immediately after the award of contract draw up a schedule giving dates for submission of samples/shop drawings (viz. Bar-bending drawings/schedules) as required or necessary by the specification for approval of Engineer-in-charge who shall approve after amendments, if any, promptly so that there is no delay in the progress of the work of the contractor or of the work of any of the subcontractor. On receipt of samples/shop drawings as per schedule, the Engineer-in-charge shall arrange to check with reasonable promptness ensuring conformity of the samples with the required specification and complying with the requirements as per contract documents keeping in view that the work shall be in accordance with the samples approved by him. The contractor shall be bound to furnish fresh samples, if disapproved by the Engineer-in-charge, for his approval. However, EIC's approval of any sample, design/drawings (permanent/temporary structures) shall not alter contractor's full responsibility whatsoever for the performance and safety of executed job.

8.4(i) The company, through the Engineer-in-charge, shall have full power to reject any materials or work due to a defect therein for not conforming to the required specification, or for materials not being of the required quality and standard or for reason of poor workmanship or for not being in accordance with the samples approved by him or for any other reason. The contractor shall forthwith remedy the defect/replace the materials at his expense and no further work shall be done pending such rectification/replacement of materials, if so instructed by the Engineer-in-charge. In case of default on the part of the contractor, the Engineer-in-charge shall be at liberty to procure the proper materials for replacement and/or to carry out the rectification in any manner considered advisable under the circumstances and the entire cost for such procurement/rectification shall be borne by the contractor.

8.4(ii) However wherever deviations in respect of material and workmanship (or both) have for good and sufficient reasons, recorded in writing, been accepted by the company, the cost implications as a result of deviations in such cases will invariably be taken into account under 'deviation of work'.

8.5 The Engineer-in-charge shall be entitled to have tests (all mandatory tests as per relevant BIS or other approved specifications) carried out at the cost of the contractor for any materials, according to the standard practice followed for such tests, other than those for which satisfactory proof has already been

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furnished by the contractor who shall provide at his expense all facilities which the Engineer-in-charge may require for the purpose. All such expenses borne by the contractor are not to be paid for separately by the employer and shall be assumed covered in accepted item rate prices. The cost of any other tests, if so required by the Engineer-in-charge, shall be borne by the contractor only if test results disclose that the said materials are not in accordance with the provisions of the contract. The cost of materials consumed in such tests shall however be borne by the contractor.

9. MEASUREMENT AND PAYMENT :

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

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

9.2 Measurements shall be taken jointly by the Engineer-in-charge or his authorised representative and by the contractor or his authorised representative.

9.3 Before taking measurements of any work, the Engineer-in-charge or the person deputed by him for the purpose shall intimate the contractor to attend or to send his representative to attend the measurement. Every measurement thus taken shall be signed and dated by both the parties on the site on completion of the measurement. If the contractor objects to any of measurements, a note to that effect shall be made in the Measurement Book /Log Book and signed and dated by both the parties.

9.4 In the event of failure on the part of contractor to attend or to send his authorised representative to attend the measurement after receiving the intimation, or to countersign or to record objection within a week from the date of the measurement, the measurement taken by the Engineer-in-charge or by his authorised representative shall be taken to be the correct measurement of the work done.

9.5 Payment on Account - The contractor shall submit interim bill/bills for the work carried out/materials provided in accordance with the contract. The Engineer-in-charge shall then arrange for verification of the bill/bills with reference to the measurements taken or to be taken or any other records relevant for the purpose.

9.6 Payment on account shall be made on the Engineer-in-charge certifying the sum to which the contractor is considered entitled by way of interim payment for the following :

- a. The work executed as covered by the bill/bills after deducting the amount already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the contract.
- b. Not exceeding 75% of the cost of any materials, as may be assessed by the Engineer-in-charge, which in his opinion are reasonably required for consumption in work according to the contract and have been brought to site and the contractor has arranged for its proper storage and indemnified the company against loss due to any cause whatsoever and for perishable materials the contractor has effected at his expense the insurance cover for the full cost thereof.

The advance payment as above shall be recovered by adjustment from on A/c bills of the contractor as and when materials are utilised in the works.

9.7 Any certificate given by the Engineer-in-charge for the purpose of payment of interim bill/bills shall not of itself be conclusive evidence that any work/materials to which it relates is/are in accordance with the contract and may be modified or corrected by the Engineer-in-charge by any subsequent certificate or by the final certificate.

9.8 The company reserve the right to recover/enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other means, not

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withstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the contractor are the subject matter of arbitration or not. The amount of such overpayments may be recovered from the subsequent bills under the contract, failing that from contractor's claim under any other contract with the company or from the contractor's security deposit or from the amount retained as per Clause 4.5 or the contractor shall pay the amount of overpayment on demand.

9.9 Amount payable/repayable for any subsequent change in the Sales Tax on Works Contract will be made to/from the Contractors after departmental verification of such changes of tax law issued by Statutory Authority.

10. TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT :

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

a. makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the 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. obtain a contract with the company as a result of ring tendering or other non-bonafide method of competitive tendering.

or

f. transfers, sublets, assigns the entire work or any portion there-off without the prior approval in writing from the Engineer-in-charge. The Engineer-in-charge may give a written notice, cancel the whole contract or portion of it in default.

10.1 The contract shall stand terminated under the following circumstances :

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

b. In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or 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.

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- 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.

10.2 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 and cost 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 cancellation less on a/c payments made till date and value of contractor's materials, plant, equipment, etc., taken possession of after cancellation.
- d. to recover the amount determined as above, if any, from any money 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 10.1(d).

10.3 Suspension of work - The contractor shall on receipt of the order in writing of Engineer-in -charge (whose decision shall be final and binding on the contractor), suspend the progress of work or any part thereof for such time in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage, or endanger the safety thereof for any of the following reasons :

- a) on account if any default on the part of the contractor, or
- b) for proper execution of the works, or part thereof reasons other than the default of the contractor or,
- c) for safety of the works, or part thereof.

The contractor shall, during such suspension properly protect and ensure the works to the extent necessary and carry out the instruction of the Engineer-in-charge. If the suspension is ordered for reasons (b) & (c), the contractor shall be entitled to an extension of time equal to the period of every such suspension, plus 25% for completion of the item or group of items of the work for which a separate period of completion as specified in the contract and of which the suspended work forms a part.

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.”

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

- 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.

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- 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 part 10.4(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.

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.

10. COMPLETION CERTIFICATE :

Except in cases where the contract provides for "Performance Test" before issue of completion certificate, in which case the issue of completion certificate shall be in accordance with the procedure specified therein, the contractor shall give notice of completion of work, as soon as the work is completed, to the Engineer-in-charge. The Engineer-in-charge shall within days from the receipt thereof inspect the work and ascertain the defects /deficiencies, if any, to be rectified by the contractor as also the items, if any, for which payment shall be made at reduced rate. If the defects, according to the Engineer-in-charge are of a major nature and the rectification of which is necessary for the satisfactory performance of the contract, he shall intimate in writing the defects and instruct the contractor to rectify the defects/remove deficiencies within the period and in the manner to be specified therein before issue of completion certificate. In the event there are no defects or the defects/deficiencies are of a minor nature and the Engineer-in-charge is satisfied that the contractor has already made arrangements for rectification, or in the event of contractor's failure to rectify the defects for any reason whatsoever, the defects can be rectified by the company departmentally or by other means and the 50% of the security deposit of the contractor shall be sufficient to cover the cost thereof, he shall issue the completion certificate indicating the date of completion of the work, defects to be rectified, if any, and the items, if any, for which payment shall be made at reduced rate including reasons therefor and with necessary instructions to the contractor to clear the site/place of work or all debris/waste materials, scaffoldings, sheds, surplus materials etc. making it clean and usable by the company .

11.1 In cases where separate period of completion for certain items or groups of items are specified in the contract, separate completion certificate for such items or groups of items may be issued by the Engineer-in-charge after completion of such items on receipt of notice from the contractor only in the event the work is completed satisfactorily in every respect. Refund of security deposit and payment of final bill shall, however, be made on completion of the entire contract work, but not on completion of such items of work.

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11.2 Before the date fixed for completion of work, the work as well as the site of work are to be made clean after removal of rubbish, scaffolding, surplus materials, temporary structures etc.

11.3 In case of contractor's failure, the EIC shall have right to get the work done at the cost of the contractor.

11.4 The contractor shall submit completion plans in the shape of "As Built Plans" in respect of all services, like electrical layouts, cable layouts, etc. as per actual execution. All such plans are to be supplied in triplicate copies.

11. ADDITIONAL RESPONSIBILITIES OF THE CONTRACTOR :

The cost on account of "Additional Responsibilities of the Contractors" under this clause is deemed to be included in the tendered rates.

- i. The company reserve the right to let other contractors also work in connection with the project and the contractor/contractors shall co-operate in the works for the introduction and stores and materials and execution of his/their works.
- ii. The contractor/contractors shall keep on the work, during the progress a competent Superintendent and necessary assistants who shall represent the contractor (s) in his/their absence. Important instructions shall be confirmed to the contractor(s) in writing. If the contractor/contractors in course of the works/find any discrepancy between the drawing, forming part of the contract documents and the physical conditions of the locality of any errors or commissions in drawings except those prepared by himself/themselves and not approved by the Engineer-in-charge, it shall be his/their duty to immediately inform the Engineer-in-charge in writing and the Engineer-in-charge shall verify the same. Any work done after such discovery and without intimation as indicated above will be done at the risk of the contractor /contractors.
- iii. The contractor/contractors shall employ only competent, skilful and orderly men to do the work. The Engineer-in-charge shall have the right to ask the contractor/contractors to remove from the work site any men of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within three hours of such orders. The contractor shall further be responsible for making arrangements at his own cost for accommodation and other essential needs of the staff and workers under his employment.
- iv. Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety required or recommended by all applicable laws, codes, statutes and regulations will be observed. In case of accidents, he/they shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force, and shall indemnify the company against any claim on this account.
All scaffoldings, ladders and such other structures which the workmen are likely to use shall be examined by the EIC or his authorised representative whenever they want and the structure must be strong, durable and of such design as required by them. In no case any structure condemned by the Engineer-in-charge or his authorised representatives shall be kept on the work and such structures must be pulled down within three hours of such condemnation and any certificates or instructions, however, shall in no way detract the contractor(s) from his/their responsibility, as an employer, as the company shall in no way be responsible for any claim.
The contractor/contractors shall at all times exercise reasonable precautions for the safety of employees in the performance of his/their contract and shall comply with all applicable provisions of the safety laws drawn up by the State or Central Government or Municipalities and other authorities in India. The contractor/contractors shall comply with the provision of the safety hand book as approved and amended from time to time by the Government of India.
- v. The contractor/contractors shall familiarise themselves with and be governed by all laws and rules of India and Local statutes and orders and regulations applicable to his/their work.

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<ul style="list-style-type: none"> vi. The contractor/contractors shall arrange to construct for the sanitary necessities of all persons employed on the work and maintain the same in the number, manner and place approved or ordered by the Engineer-in-charge. The contractor/contractors shall vigorously prohibit committing of nuisance at any other place. Cost of all works under these items shall be covered by the contractor's/contractors' tendered rates. vii. The contractor/contractors shall furnish to the EIC or his authorised representative with work reports from time to time regarding the contractor/contractors organisation and the progress made by him/them in the execution of the work as per the contract agreement. viii. 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. <ul style="list-style-type: none"> a. In case of manufacture of bricks or collection of minor minerals in area (both virgin and non-virgin), acquired by the Company under the Coal Act, the contractor will have to produce a royalty clearance certificate from the District Authorities before full and final payment. b. In case the company land is used for manufacture of bricks or extraction of gravel, etc., the contractor will have to pay compensation to the company (apart from the liability of the contractor to make the payment of royalty etc. to the State Government) at the same rates of royalty fixed by the State Government or an appropriate deduction may be made in the rate to be paid to the contractors. ix. 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. x. The contractor/contractors shall make his/their own arrangement for all materials, tools, staff and labourer required for the contract, which shall include cost of lead, lift, loading, unloading, railway freight, recruiting expenses and any other charges for the completion of the work to the entire satisfaction of the company. xi. The contractor/contractors shall make their own arrangement for carriage of all materials to the work site at his/their own cost and supply of all water required for the contracted work and drinking water to his/their workmen. xii. The work shall not be sublet to any other party, unless approved by Engineer-in-charge, in writing. xiii. No fruit trees or valuable plant or trees with trunk diameter exceeding 150 mm dia. shall be pulled, destroyed or damaged by the contractor/contractors or any of his/their employees without the prior permission of the company, failing which the cost of such trees or plant shall be deducted from the contractor/contractors dues at the rate to be decided by the company. The rates quoted are supposed to include clearance of shrubs and jungles and removal of such trees upto 150 mm dia, as will be permitted by the Engineer-in-charge in writing. xiv. The contractor/contractors shall not pay less than the minimum wages to the labourers engaged by him/them as per Minimum Wages Act or such other legislation or award or the minimum wages fixed by the respective State Government as may be in force. The contractor/contractors shall make necessary 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 Miscellaneous provisions Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be. xv. All accounts shall be maintained in English and the company shall have the right of access and inspection of all such books of accounts etc. relating to payment of labourer including payment of provident fund etc. considered necessary as per prevalent Statutes, Acts and Laws and the company may arrange for witnessing the payment to the labourer by its representatives. 	

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xvi. The contractor shall in addition to any indemnity provided by law, indemnify and keep indemnified

a. the company or any agent or employee of the company against any action, claim or proceeding relating to infringement or use of any patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material included in the contract.

However, the amount so paid shall be reimbursed by the company in the event such infringement has taken place in complying with the specific directions issued by the company or the use of such article or material was the result of any drawing and/or specifications issued by the company after submission of tender by the contractor.

The contractor must be notified immediately after any claim being made or any action brought against the company, or any agent or employee of the company in respect of any such matter.

b. the company against all losses and claims for injuries or damage to any third party or to any property belonging to any third party which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto

c. the company against all claims, damages or compensation under the provisions of payment of Wages Act, 1938, Minimum Wages Act 1948, Employer's Liability Act 1938, The Workmen's Compensation Act 1923, Industrial Disputes Act 1947, The Employees State Insurance Act 1948, CMPF and Allied Schemes and Provisions Act 1948, EPF and Miscellaneous Provisions Act 1952 and Maternity Benefit Act, 1961 or any modifications thereof or of any other law relating thereto and rules made thereunder from time to time, as may be applicable to the contract, which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and also against costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury.

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

The contractor/contractors shall take following insurance policies during the full contract period at his own cost :

a. In the case of construction works, without limiting the obligations and responsibilities under the contract, the contractor shall take insurance policy for the works and for all materials at site so that the value of the works executed and the materials at site upto date are sufficiently covered against risk of loss/damage to the extent as permissible under the law of insurance. The contractor shall arrange insurance in joint names of the company and the contractor. All premiums and other insurance charges of the said insurance policy shall be borne by the contractor.

The terms of the insurance policy shall be such that all insurance claims and compensations payable by the insurers, shall be paid to the Employer and the same 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. Policies and certificates for insurance shall be delivered by the contractor to the EIC for his approval before the starting date. Alterations to the terms of an insurance shall not be made without the approval of EIC.

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- b. Where any company building or part thereof is used, rented or leased by the contractor for the purpose of storing or using materials of combustible nature, the contractor shall take separate insurance policy for the entire building and the policy shall be deposited with the company.
- c. The contractor shall at all times during the pendency of the contract indemnify the company against all claims, damages or compensation under the provisions of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.
- d. The contractor shall ensure that the insurance policy/policies are kept alive till full expiry of the contract by timely payment of premiums and shall not be cancelled without the approval of the company and a provision is made to this effect in all the policies, and similar insurance policies are also taken by his subcontractors if any. The cost of premiums shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.
- e. In the event of contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the contractor is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due by the contractor.
- xviii 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.
- xix Anything of historical or other interest or of significant value unexpectedly discovered on the site shall be the property of the owner. The contractor shall notify the EIC of such discoveries and carry out the EIC's instructions for dealing with them.
- xix. **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 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 his Nominee's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- xx. **Operating and Maintenance Manual:-** If "as built" drawings and/or operating and Maintenance Manuals are required the contractor shall supply them by the date stated in the contract. If the contractor does not supply the drawings and/or Manuals by the dates stated in the contract, 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 from payments due to the contractor.

13. SETTLEMENT OF DISPUTES

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

The contractor should make request in writing to the Engineer-in-charge for settlement of such disputes/ claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/ claims of the contractor shall be entertained by the company.

If differences still persist, the settlement of the dispute with Govt. Agencies shall be dealt with as per the Guidelines issued by the Ministry of Finance, Govt. of India in this regard. In case of parties other than Govt. Agencies, the redressal of the dispute may be sought in the Court of Law.

14. DEFECTS LIABILITY PERIOD :

In addition to the defect/s to be rectified by the contractor as per terms of the contract, the contractor shall be responsible to make good and remedy at his own expense the defect/s mentioned hereinafter within such period as may be stipulated by the Engineer-in-charge in writing.

a. Any defect/s in the work detected by the Engineer-in-charge within a period of six months(for civil works)/twelve months (for electrical and mechanical works) from the date of issue of completion certificate.

b. In the case of building works or other works of similar nature any defect in the work detected by the Engineer-in-charge within period of six months from the date of issue of completion certificate or before the expiry of one full monsoon period i.e. June to September whichever is later in point of time.

The defect liability period shall be deemed to have been extended in (a) and (b) above till the rectification of the defects by the contractor to the satisfaction of the Engineer-in-charge.

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) No mobilisation advance is payable for works whose estimated value is less than Rs.100.00 lakhs.
- ii) For contracts valuing more than Rs.100.00 lakhs , mobilisation advance will be paid up to 5% of the contract value subject to submission of Bank Guarantee in the prescribed format for equal amount .
- iii) The mobilisation advance shall be recovered from the bills of the contractor from the second running account bill onwards @ 20% of the advance amount paid.
- iv) 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.
- v) 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. **PRICE VARIATION CLAUSE :**

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 hereafter :

- 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 including such period for which the contract is validly extended under the provisions of the contract without any penal action. The clause shall not be applicable for works for which the stipulated period of completion is 6 months or less.
- b) The base date for working out such price variation shall be the last date on which the price bids or revised price bids were stipulated to be received.
- 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.
- d) 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.

2.1 **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:

$$V L = W \times \frac{A}{100} \times \frac{L - L_0}{L_0}$$

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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. 2.4 of the ' ADDITIONAL TERMS & CONDITIONS OF CONTRACT'.

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

Lo = 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 Lo during the period to which the variation relates.

2.2 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. 2.4 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 was stipulated to be received.

2.3 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 :

V_f = 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. 2.4 of the ' ADDITIONAL TERMS & CONDITIONS OF CONTRACT'.

C = Component of POL expressed as percentage of the 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 Economic Advisor , Ministry of Industry , Govt. Of India prevalent on the last date of receipt of price bids whichever is later.

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2.4 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 be recovered in the particular bill , shall be deducted before the amount of compensation for escalation/price variation is worked out. In the case of materials brought to site for which any secured advance is included in the bill , the full value of such materials as assessed by the Engineer in charge (and not the reduced amount for which secured advance has been paid) shall be included in the cost of work done for operation of this clause. Similarly when such materials are incorporated in the work and the secured advance is deducted from the bill, the full assessed value of the materials originally considered for operation of this clause should be deducted from the cost of the work shown in the bill ,running or final. Further the cost shall not include any work for which payment is made at prevailing market rates.

2.5 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 provided that no such adjustment for decrease in material price and / or wages of labour before mentioned would be made in case of contracts in which the stipulated period of the completion of the work is less than six months .

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
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 sections (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	

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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.

3. PERFORMANCE AND PERFORMANCE GUARANTEE :

3.1 Tests :

The final test as to the performance and guarantees shall be conducted at site, by the Company. Such tests shall be commenced within a period of 2 (two) months after successful completion of Trial Operations. Any extension of time beyond the above 2 (two) months shall be agreed upon.

This test shall be binding on both the parties of the Contract to determine the compliance of the equipment with the performance guarantees.

The available instrumentation and control equipment will be used during such tests and the Engineer in Charge 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 in Charge, for the requirement of these tests. The tests will be conducted at the specified load points and as near the specified cycle condition as practicable. The Engineer in Charge will apply proper corrections in calculation, to take into account conditions which do not correspond to the specified conditions.

Any special equipment, tools and tackles required for the successful completion of the performance and Guarantee Test shall be provided by the Contractor, free of cost.

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 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-test 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.

The specific tests to be conducted on equipment have been brought out in the Technical Specifications.

Performance and Guarantee Test shall make allowance for instrumentation errors as may be decided by the Engineer-in-charge.

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In the event of an emergency where, in the judgement of the Engineer in Charge, delay would cause serious loss or damage, repairs or adjustments may be made by the Engineer in Charge or a third party chosen by the Engineer in Charge without advance notice to the Contractor and the cost of such work shall be borne by the Contractor.

3.2 Performance Guarantees

As a Contract Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Guarantee from a nationalised bank, in the form as given in the Instructions to Bidders, in favour of the Company. The guarantee amount shall be equal to 10% (ten percent) of the contract price and it shall guarantee the faithful performance of the contract in accordance with the terms and conditions specified in these documents and specifications. The guarantee shall be valid upto 90 (ninety days) after the end of guarantee period. The guarantee amount shall be payable to the owner without any conditions whatsoever.

The performance guarantee shall cover additionally the following guarantees to the owner:

- the successful bidder guarantees the successful and satisfactory operation of the equipment furnished and erected under the contract, as per the specifications and documents;
- 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 owner fully remedy free of expenses to the owner such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the General Terms and Conditions.

The Performance Guarantee will be returned to the Contractor without any interest at the end of the Guarantee period.

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 12 (twelve) 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 subcontractors, 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 mean time 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 in Charge when the plant is under the supervision of the contractor's supervisory engineers.

In the event of an emergency where, in the judgment of the Engineer in Charge, delay would cause serious loss or damage, repairs or adjustments may be made by the Engineer in Charge or a third party chosen by the Engineer in Charge without advance notice to the Contractor and the cost of such work shall be paid by the contractor, or by the surety, in the event such action is taken by the Engineer in Charge, the contractor will be notified promptly and he shall assist wherever possible in making the necessary corrections. This shall not relieve the contractor's liability under the terms and conditions of the contract.

If it becomes necessary for the contractor to replace or renew any defective portions of the plant under this clause, the provisions of this clause shall apply to the portions of the plant so replaced or renewed until the expiration of 12 (twelve) months from the date of such replacement or renewal. If any defects be not remedied within a reasonable time, the Engineer may proceed to do the work at the contractor's risk and costs, but without prejudice to any other rights which the owner may have against the contractor in respect of such defects.

The repaired or new parts will be furnished and erected free of cost by the contractor. If any repair is carried out on his behalf at the site, the contractor shall bear the cost of such repair.

CMF 1.06

CONDITIONS OF CONTRACT

The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the plant or defective work carried out by the contractor shall be borne by the contractor.

The acceptance of the equipment by the Engineer in Charge shall in no way relieve the contractor of his obligation under this clause.

In the case of those defective parts which are not repairable at site but are essential for the commercial operation of the equipment, the contractor and the Engineer shall mutually agree to a programme of replacement or renewal which will minimise interruption to the maximum extent, in the operation of the equipment

At the end of the guarantee period, the contractor's liability ceases except for latent defects. In respect of goods supplied by Subcontractors to the contractor where a longer guarantee (more than 12 months) is provided by such subcontractors, the owner shall be entitled to the benefit of such longer guarantees.

CMF 1.07 GUIDELINES FOR PUBLICATION OF TENDER NOTICE
(For Item Rate Contracts only)

For item rate contracts of value of Rs. 50 lakhs and above where open tenders are to be invited, the following criteria is to be followed for publication of Tender Notice for such contracts:

1. At least one leading national newspaper from nearest one metropolitan city such as

- (a) Delhi e.g. The Hindustan Times
- (b) Mumbai e.g. The Times of India
- (c) Kolkata e.g. The Statesman
- (d) Chennai e.g. The Hindu

The names of the news papers are for example and not mandatory.

2. At least one Regional newspaper (preferably in Hindi/ local vocabulary) published from the capital/major city of the state in which the corporate head quarters of the concerned subsidiary company of Coal India Limited is situated.

3. At least one local newspaper published from a town/city close to the area where the work is to be executed e.g. 'Awaaz' from Dhanbad.

CMF 1.08		
SCHEDULE OF PRICE OF TENDER DOCUMENTS FOR CONTRACTS OF Rs 50 LAKHS AND ABOVE		
SERIAL NO.	ESTIMATED VALUE OF CONTRACT Rs.	PRICE OF TENDER DOCUMENTS Rs.
1.	Rs. 50 lakhs to Rs. 1 crore	Rs. 1,000/-
2.	Above Rs. 1 crore and upto Rs. 2 crores	Rs. 1,500/-
3.	Above Rs. 2 crore and upto Rs. 5 crores	Rs. 3,000/-
4.	Above 5 crore	Rs. 5,000/-
<p>NOTE :</p> <p>(1) The estimated value of the contract is the estimated value as given in the Tender Notice</p> <p>(2) Sales tax, if applicable.</p>		

CMF 1.09					
COMPANY: TENDER - ITEM RATE CONTRACT					
TENDER NOTICE NO. :					
PART II					
PRICE BID (In Sealed Cover)					
Particulars					
1. NAME OF TENDERER					
2. ADDRESS OF TENDERER					
3. OWNERSHIP STATUS OF TENDERER					
4. NAME OF PERSON/OFFICIAL (with designation) authorised to submit price bid					
5. AMOUNT OF EARNEST MONEY DEPOSITED (@1% OF Estimated Value subject to maximum of Rs.50 lakhs)					
6. DATE OF OPENING OF TENDER (As per Tender Notice)					
7. BILL OF QUANTITY/SCHEDULE OF RATES FOR.. (Description of work)					
Sl. No.	Description (to be filled in by Company)	Unit (to be filled in by Company)	Quantity (to be filled in by Company)	Rate/Unit (To be filled in both in figures and words by Tenderer)	Amount (To be filled in by Tenderer)
1.	Item of work as per specification				
2.					
3.					
4.					
Total					
_____ Signature of the Tenderer					

CMF 1.10 (For internal use only)													
CIL TENDER EVALUATION													
COMPANY :				PROJECT/ AREA				TENDER NOTICE NO. :					
DATE :													
PART I													
Date of Opening :				(General and Technical Conditions)				Name and Description of Work :					
Item Rate Contracts													
1	2	3	4	5	6	7		8		9	10	11	12
Sl. No.	Name of the Tenderer	Present in person or by representative	Ownership status of the tenderer whether proprietorship, partnership or company with copy of partnership deed, Articles of Association etc. as the case may be.	Financial Resources, Banker's reference with volume of transaction during past 3 years Balance Sheet of other proof of soundness.	Permanent Income Tax Account No.(PAN)	Details of similar work executed during last seven years in Govt./Public sector/others with completion certificates/ copies of work orders and value of contract and period of work	Details of work presently at hand with name of organisation work order reference and estimated value of contract and date of award/ estimated date of completion	Details of technical personnel available with contractor with qualification and experience	Details of construction equipment/machinery etc. available with the contractor (in case of hired/ leased work copies of supporting documents)	Earnest Money Amount and Draft No.	Details of registration /enlistment with Govt./ organisation/ PSUs	Whether Certificate of Registration as per statutory requirement under Contract Labour Laws provided	Any special condition put forward by the tenderer

CMF 1.10 (Contd.)

Assessment and Evaluation

			B I D D E R S				
		Yes/No	No.1	No.2	No.3	No.4	No.5
1.	Particulars 4 to 11 furnished and deficiencies to be stated	Yes/No					
2.	Additional particulars if furnished	Yes/No					
3.	Whether relevant and to be considered	Yes/No					
4.	Whether deficiencies (noted in 1) are major	Yes/No					
5.	Whether any special conditions have been put forth	Yes/No					
6.	If yes, whether the conditions have been waived on negotiation	Yes/No					
7.	Recommendation whether Part II should be opened	Yes/No					

CMF 1.11														
CIL				TENDER EVALUATION				TENDER NOTICE NO. DATE :						
COMPANY :				PROJECT/ AREA :				NAME AND DESCRIPTION OF WORK :						
PART II (PRICE BID) ITEM RATE CONTRACTS														
1. Serial No. :		1		2		3		4		5				
2. Name of Bidder :		A		B		C		D		E				
3. Present in Person or by Representative														
4. Items of Work as per Bill of Quantities		Qty. in Units	Rate/ Unit	Amount	Rate/ Unit	Amount	Rate/ Unit	Amount	Rate/ Unit	Amount	Rate/ Unit	Amount	Lowest Rate Quoted	Bidder (Serial No. only) Quoting Lowest rate
i.														
ii.														
iii.														
iv.														
v. and so on														
			Total											

CMF 1.11

Notes :

1. Rates should be quoted for each item of work separately.
2. Against each item of work enter the lowest rate quoted and the serial no. of the bidder quoting the lowest rate.
3. Compute the total amount quoted by each tenderer and find out overall lowest bidder, i.e. L1, next lowest bidder, i.e. L2 etc.
4. Assess the reasonableness of the L1 rate quoted for each item of work with available comparable rates e.g. schedule of rates (current or updated) maintained by the company, existing market rates, rates recently awarded for similar items of work etc.

Assessment of Tender Committee

Items of work No.1

Items of work No.2

Items of work No.3

5. Ascertain whether L1 tenderer has applied for the full quantity of the work tendered.
6. Assess capability based on particulars furnished in Part I i.e. Financial Capability, Technical resources, Past Experience of doing similar work, reputation and other information as are available with T. C. and record assessment.

Assessment of T. C.

Name of Tenderer	Whether Govt/Semi Govt./ or Private Organisation	Assessment Notes
L1		
L2		
L3		

CMF 1.12												
CIL				TENDER REGISTER				Tender Document to be sold				
Tender Notice No. :				From				Date and Time				
No. of sets received from the Printer :				From				Date and Time				
Sl. no.	Place/ Office of sale	Issues				Receipts (Unsold sets)				Sold		
		Date	No. of Sets	Sl. No.		Date	No. of Sets	Sl. No.		No. of Sets	Sl. No.	
				From	To			From	To		From	To
1.												
2.												
3.												
4.												
5.												
6.												
Prepared by :												
Checked by :												

CMF 1.13					
CIL		TENDER SALE REGISTER		Tender documents to be sold	
Tender Notice No. :		(To be filled at place / office of Sale of		From	Date and Time
Office of sale		Tender Documents)		From	Date and Time
Sl. no.	Name and Address of the Tenderer	Date of issue	Demand draft No.	Signature of the issuing Office	Signature of the Tenderer
Prepared by : Checked by :					
Signature of the Receiving Official at CMS/CTD					

CMF 1.14							
CIL		EARNEST MONEY REGISTER					
COMPANY :		AREA :		TENDER NOTICE NO. :			
				DATE :			
WORK DESCRIPTION :							
DATE OF OPENING OF TENDER :							
DATE OF APPROVAL OF AWARD :							
Sl. No.	Name of the Tenderer	Earnest Money Details			Date of Refund Advice	Date of Adjustment Advice	Remarks
		Certified Cheques/ Draft/ Bank Guarantee No. & Date	Drawn on / Issuing Bank	Amount			
1	2		3		4	5	6
<p>Note :</p> <ol style="list-style-type: none"> 1. Separate folio to be used for each Tender Notice. 2. Columns 1 and 3 to filled up immediately after handing over the Drafts to the Cashier-in-charge on the date of opening of Tender 3. Column 4 to be filled up after issue of Refund advice to the Corporate finance on finalisation of the Award and its approval of by the competent authority (For refund of unsuccessful tenderers). 4. Column 5 to be filled up after issue of Adjustment Advice to Corporate finance on signing of the contract (Earnest money to be treated as Security deposit.) 							

CMF 1.15 (For internal use only)											
CIL REGISTER OF CONTRACTS											
COMPANY :											
YEAR :											
1	2	3	4	5		6	7	8	9	10	11
Sl. No.	Contract No. and Date	Nature and Description of Contract	Project/ Area	Approval / Sanction of Award and Signing of Agreement		Name of the Contractor	Value of Contract	Completion date as per Contract	Date Completed	Subsidiary Register No.	Remarks
				Date	Authority						

1. Particulars to be filled in by CMS/CTD on signing of the agreement for a contract and maintained till the completion certificate for successful execution of the work is received.

2. This register is to be maintained centrally by CMS/CTD for all contracts to be dealt with by CMS/CTD, irrespective of the type of contract i.e. Item rate, Turnkey or Transportation so as to reveal on a particular date the total number of contracts running and being dealt with by CMS/CTD.

3. A new volume of the Register should be started at the beginning of each year and the details of contracts running from previous years which have yet not been completed should be transferred from the previous volume giving a new serial number.

CMF : 1.16

CIL

LETTER OF ACCEPTANCE
(In the letter head paper of employer)

NO : _____

Dated _____

To :

Dear Sirs,

This is to inform that your Bid dated _____ for execution of the _____
_____ (name of the contract and identification number, as given
in the Instructions to bidders) for the contract Price of Rupees _____
_____ (_____) (amount in words and figures), as corrected and
modified in accordance with the Instructions to Bidders is hereby accepted.

You are hereby requested to furnish performance security/ security deposit in the form detailed
in Clause __ of Instruction to Bidder for an amount equivalent to Rs. _____
within 28 days of the receipt of this letter of acceptance and sign the contract, failing which actions as
stated in Clause __ of Instruction to Bidder will be taken.

Yours faithfully,

Authorised Signature

Name and Title of Signatory

Name of Agency

CMF 1.17

AGREEMENT FORM

This agreement, made the _____ day of _____ 200...between _____
 _____ (name and address of the Employer) (hereinafter called "the Employer"
 and _____ (name and address of the Contractor)
 (hereinafter called "the Contractor" of the other part)

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

NOW THIS AGREEMENT WITNESSETH as follows :

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

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

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

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

- (i) Letter of Acceptance ;
- (ii) Notice to proceed with the work ;
- (iii) Contractor's Bid
- (iv) Conditions of Contract
- (v) Specifications
- (vi) Drawings
- (vii) Bill of Quantities and
- (viii) Any other document listed in the bid document/ Contract as forming part of the contract

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

CMF 1.17

AGREEMENT FORM

The Common Seal of _____

was hereunto affixed in the presence of : _____

Signed, Sealed and Delivered by the said _____

in the presence of : _____

Binding Signature of Employer _____

Binding Signature of the Contractor

CMF 1.18		
TENDER OPENING REGISTER		
Name of the Work :		
Tender Notice No. :		
Date :		
Date of Opening :		
Total no. Of Tender sold :		
Sl. No.	Name and Address of the Tender	Signature of Tenderers' Authorised Representative
1.		
2.		
3.		
4.		
5.		
Total No. of Tender Received :		
Tender opened by :	Name and Designation	Signature
1.		
2.		
3.		
4.		

CMF 1.19		
CHECKLIST FOR AWARD OF WORK		
Name of the Work :		
Tender Notice No. :		
Date :		
Sl. No.	Description	Checked (Yes/No)
1.	Approval of Competent authority for the value/ amount of contract	
2.	Consideration of any rebate offered by tenderer in arriving at the contractual value	
3.	Consideration of time of completion/ period of contract	
4.	Adjustment of EMD	
5.	Requirement of labour license	
6.	Clearance of Sales Tax, Royalty & Cess from Government Statutory Body	
7.	Programme Schedule	
8.	Additional Terms & Conditions agreed during technical/ commercial evaluation, which is beyond NIT provision	

CMF 1.20		
CHECKLIST FOR AWARD OF WORK		
Name of the Work :		
Tender Notice No. :		
Date :		
Sl. No.	Description	Checked (Yes/No)
1. COST ESTIMATE		
a)	Whether the evaluation cost is within 10% of the estimated cost	
b)	If the answer is no, indicate the relevant pages on which this aspect has been discussed in the evaluation report	
c)	Whether there is any change in the technical specifications after the cost estimate has been prepared.	
d)	If the answer is Yes, indicate the relevant pages on which this aspect has been discussed in the evaluation report.	
2. EVALUATION		
a)	Whether the bidder recommended for award of contract is the lowest evaluated bidder	
b)	If the answer is no, indicate the relevant pages on which this aspect has been discussed in the evaluation report	
c)	Whether the lowest evaluated bidder is also the one who has quoted the lowest price	
d)	If the answer is no, indicate the relevant pages on which this aspect has been discussed in the evaluation report.	

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