

**CHAPTER - 3**

**TRANSPORTATION CONTRACTS**

Updated upto 27-02-2006

**CHAPTER - 3**  
**Transportation Contracts**

SECTIONS

- 3.01 - Contract Identification
- 3.02 - Preparation & Compilation of Tender Documents
- 3.03 - Tender Opening, Evaluation and Award
- 3.04 - Issue of Work Order
- 3.05 - Earnest Money

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SECTION	CONTRACT IDENTIFICATION	SECTION 01
Responsible	Action	Timing
CMS/CTD	<p>1. Concerned technical department (Transportation Division at Corporate Head Quarter) to prepare for the respective Area of the company, the following :</p> <ul style="list-style-type: none"> <li>a) For transportation of coal to destination other than Washery - Particulars vide Annexure CMF 3.01</li> <li>b) For transportation of coal to Washery - Particulars vide Annexure CMF 3.02</li> <li>c) For transportation of sand from river ghat/ropeway dump/shore plant to collieries - Particulars vide Annexure CMF 3.03</li> </ul> <p>[ Note: Work of Transportation of the respective Areas is to be dealt with as per the Delegation of Power.]</p> <p>2. Record:</p> <ul style="list-style-type: none"> <li>a) Date of preparation/ receipt of particulars</li> <li>b) From whom received</li> <li>c) Name of concerned area</li> <li>d) Section/official by designation to deal with</li> </ul> <p>3. Examine the particulars and identify :</p> <ul style="list-style-type: none"> <li>a) Items of work to be contracted for the respective area</li> <li>b) Grouping or sources linked to common destination or grouping of destinations linked to common source.</li> <li>c) Period of work to be contracted and date of commencement of work.</li> <li>d) Special characteristic of the work, if any, attracting special conditions for fixing eligibility criteria.</li> <li>e) Approximate value of the work covering item (a), (b) &amp; (c).</li> </ul>	<p>As and when</p> <p>On the date of receipt</p> <p>3 days</p>

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CMS/CTD	4. Send for obtaining administrative approval of the competent authority for tendering as per step 3 above.	1 day
Concerned Director	5. Accord approval and return to CTD/CMS.	2 days
CMS/CTD	6. Receive the approval for tendering.	Same day
	7. Award contract number for each package of tendering e.g.  CMS/TPT/Coal/Area-/2000-01/1.SI.No. CMS/TPT/Coal(W)/Area-/2000-01/1.SI.No. CMS/TPT/Sand/Area-/2000-01/1.SI.No.	
	8. Circulate the approval of Tendering to:  a) Head of concerned technical departments at Corporate Head Quarters b) Concerned Area - G.M/C.G.M. c) Corporate Finance	Same day
	<b>REGISTERS, DOCUMENTS AND ABSTRACTS</b>	
SL. NO.	TITLE	FORM NO.
1	Contract Work Details - Transportation of Coal to Destination other than Washery	CMF 3.01
2	Contract Work Details - Transportation of Coal to Washery	CMF 3.02
3	Contract Work Details - Transportation of Sand from River Ghat/ Ropeway Dump/ Shore plant to Collieries.	CMF 3.03

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SECTION	PREPARATION/ COMPILATION OF TENDER DOCUMENTS	SECTION 02
Responsible	Action	Timing
CMS/CTD	<p>1. Prepare draft of:</p> <ul style="list-style-type: none"> <li>i) Instructions to Tenderers ( refer CMF 3.07 )</li> <li>ii) Part I - Forms of bid and qualification information ( for guidelines refer CMF 3.08 )</li> <li>iii) Part II - Rates to be quoted for different items of work as per schedule of work. (refer to CMF - 3.12)</li> </ul> <p>Part II of the bidders, who satisfy the eligibility criteria in part I only, to be opened.</p> <ul style="list-style-type: none"> <li>(iv) Conditions of Contract for the work of transportation ( refer CMF 3.09 ).</li> </ul> <p>2. Review and finalise of the above draft as at step 1 above</p> <p>3. Verify whether :</p> <ul style="list-style-type: none"> <li>(a) there is any registration of contractors for the work of transportation for the area. If so the category (value wise) of such registered contractors.</li> <li>(b) the estimated value of the work being tendered is comparable to the category and the number of registered contractors of such category, to whom tender notices may be sent, is adequate (not less than seven at least).</li> </ul>	<p>3 days</p> <p>1 day</p> <p>Within 1 day of receiving Particulars from CTD</p>
CMS/CTD	<p>5. 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 (value wise), 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>Within 2 Days</p>

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CMS/CTD	<p>(3) In case the work is of a specialised nature/ very urgent nature with strict time frame, limited tenders amongst registered/ working contractors or known agencies of repute may be invited with the competent approval, depending upon the value of work as per delegation of power.</p> <p>6. Decide:</p> <p>(i) a) Target date of publication of tender notice as in the newspapers. b) Suggested newspapers in which such tender notice should be published (for guidelines, refer to CMF- 3.10)</p> <p>(ii) Price of tender documents based on the estimated value of the work. ( for Schedule of Price, refer to CMF - 3.11).</p> <p>(iii) Date 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>(iv) Places of availability of tender documents to ensure good response.</p> <p>(v) Last date of receiving Tenders. (Minimum 21 days from publication of tender notices.)</p> <p>(vi) Date of opening of tender</p> <p>a) If tenders are received at one place, on the last date of receiving tenders.</p> <p>b) If tenders are received at two or more places, one day after the last date of receipt of tenders.</p>	1 day
	7. Prepare draft of tender notice for publication in the newspaper and finalise with the approval of competent authority. [Specimen at Annexure - CMF - 3.04,3.05 & 3.06]	2 days
	8. Send finalised tender notice to PRO with guidelines for publication with : a) Suggested date of publication b) List of suggested newspaper in which tender notice should be published (refer to CMF - 3.10).	1 day

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	<p>9. Endorse copies of tender notices to :</p> <p>a) Concerned Director  b) HOD of CTD or CMS at corporate H.Q as the case may be.  c) Area G.M.s of the company  d) Corporate Finance  e) CMS/CTD of other subsidiaries</p>	1 day
	<p>10. Compile set of tender documents comprising :</p> <p>i) Tender Notice issued for publication.  ii) Instructions to tenderers.  iii) Part I - forms of bid and qualification information.  iv) Part II - schedule of work (price bid)  v) Conditions of Contract for transport work.</p>	2 days
	11. Arrange printing and binding offset as may be required.	7 days
	12. Send sets to places of sale as per tender notice.	2 days
	<p>13. 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>	
REGISTERS, DOCUMENTS AND ABSTRACTS		
SL. NO.	TITLE	FORM NO.
1	Tender Notice - Transportation of Coal	CMF 3.04
2	Tender Notice - Transportation of Coal (Washery)	CMF 3.05
3	Tender Notice - Transportation of Sand	CMF 3.06
4	System to be followed for publication of the NIT and Tender Documents in the Website.	Annexure-A
5.	Instruction to bidders	CMF 3.07
6.	Tender-Part I -Forms of bid & qualification information.	CMF 3.08
7.	Conditions of Contract	CMF 3.09
8.	Guidelines for publication of tender notice	CMF 3.10
9.	Schedule of price of tender documents	CMF 3.11
10.	Tender-Part II( Price Bid)	CMF 3.12



**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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Responsible	Action	Timing
CMS/CTD	<p>1. Put up proposal in association with corporate finance for formation of 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 - of the level of Director  * 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>2. Obtain approval of formation of tender committee:</p> <p>(a) from Concerned Director for 1(a) above  (b) from CMD for 1(b) above</p> <p>3. Inform respective members of the tender committee:</p> <p>NOTES:</p> <p>(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 a position to be associated till finalisation of the recommendation of award.</p> <p>(2) The tender committee as outlined in steps 1(a) and (b) above may take the assistance of any personnel/official of the concerned discipline of the company as may be required for its deliberation.</p> <p>(3) Dealing officer in CMS/ CTD is to act as co-ordinator for the tender committee.</p>	<p>Within 3 days of finalisation of tender</p> <p>2 days 3 days 3 days</p>

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CMS/CTD	<p>(4) 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 head of division/department.</p> <p>4. Intimate members of the tender committee of the date and time of the opening of tenders.</p> <p>5. Amend/change in the scope of work, if any, requiring issue of addendum/corrigendum.</p> <p>6. Prepare draft of amendment/change extending the date of sale of tender documents, the last date of receiving tenders and refixing date of opening of tenders.</p> <p>7. Arrange printing of Addendum/corrigendum incorporating change in the scope of contract and send to PRO for publication in the newspapers in which original tender notice were published.</p> <p>8. Intimate members of tender committee the extended date of opening.</p>	<p>Same day</p> <p>Not later than 10 days from/ sending to publication</p> <p>2 days</p> <p>5 days</p> <p>7 days before date of opening</p>
Tender Committee	<p>9. Decide for opening of part I of the tenders or to postpone the opening of tenders in the following circumstances as may be applicable :</p> <p>(a) At least 1 member of the tender committee and 2 representatives of other tender committee members are not present</p> <p>(b) Number of sealed tenders received is less than two</p> <p>(c) Dislocation of the normal communication and public transport system due to uncontrollable factors like strike, flood or deterioration in law and order situation of the area.</p> <p>If postponement is decided upon, record the reasons and fix the date of next meeting with short interval not exceeding two days.</p> <p>NOTE: If on expiry of 2 days, the number of sealed tenders received is less than 2, the last date of receiving</p>	<p>On date of opening</p>

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	tenders 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. On expiry of the extended date, if 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.	
Tender Committee	<p>10. If opening of part I is decided upon :</p> <p>(a) Ascertain tenders received, if any, after the time fixed for receiving tenders but before opening of part I and decide on opening of such tenders on the following consideration :</p> <p>(i) The number of tenders received in time is inadequate</p> <p>(ii) Reasons for non-receipt in time are genuine and bonafide.</p> <p>(iii) Acceptance of such late tenders as (ii) above have the approval of competent authority.</p> <p>11. Open Part I of the respective tenders and :</p> <p>(a) Read out the name of the bidder</p> <p>(b) Ensure that bid documents are initialled in each page by the tenderer or the representatives of the tenderer present, who is authorised to initial on his behalf.</p> <p>12. Note the names of the bidders or their authorised representatives present at the opening in the Tender Opening Register ( refer CMF 3.18).</p> <p>13. Ensure Certified Cheque/ Demand Draft/ Bank Guarantee for earnest money is attached with the respective tenders and in order as per instructions contained in tender notice/documents.</p>	<p>On the date of opening or extended date of opening</p> <p>Same day</p> <p>Same day</p> <p>Same day</p>

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Tender Committee	14. 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  Note : For details, see chapter on earnest money.	Same day
	15. Reject the tenders not enclosing earnest money unless exempted by standing order issued by CIL or the company.	Same day
	16. Verify whether particulars required under Part-I, have been furnished by all the tenderers.	Same day
	17. Evaluate the eligibility of the tenderers (refer to CMF 3.07 for evaluation).	Seven days
	18. Ascertain whether any conditional tender has been submitted.	Same day
	19. If so, negotiate for waiver of the condition (s) with the tenderer (s). (Specimen evaluation statement Part-I vide CMF- 3.13).	Same day
	20. Prepare a list of tenderers qualifying for opening of Part-II (price bid) to be signed by the members of the tender committee.  NOTE: If evaluation of Part-I cannot be completed on the date of opening ,date of subsequent meeting to be fixed next day by the tender committee and members informed to that effect. No need for separate communication. This practice is to be followed for all subsequent meetings. Evaluation should be completed within 5 days.	Same day
21. In the event 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 in the office notice board at least 2 days before the date of opening.	Same day	

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Tender Committee	22. On the date of opening of part II :  (a) Open Part-II of tenders after reading out the name of qualifying bidders. (b) Read out the value of respective tender and quantity offered.	Within 7 days of finalisation of Part I
	23. Note the names of the tenderers or their representatives present at the meeting.	Same day
	24. Verify :  (a) Each page of Part-II and also the overwriting, if any, are corrected and rewritten and initialled by the tenderer or the representative of the tenderer present who is authorised to initial on his behalf. b) The quantity offered by the tenderers is not below the minimum quantity fixed as per tender notice/tender documents.	Same day
	25. Reject the price bids which are found invalid as per verification at step 24 above.	Same day
	26. Reject the bids which are incomplete and have not been submitted as per instructions in the tender documents.	Same day
	27. Arrange for preparation of comparative statement for evaluation of the valid price bids.(Specimen evaluation statement of Part-II in Annexure CMF 3.14).	Same day
	28. If evaluation cannot be completed on the date of opening, fix the date of next meeting and intimate the members of tender committee(no need for further communication. This practice is to be followed for all subsequent meetings).	Within 3 days
	29. Examine the comparative statement and determine the lowest L1 for the items of work for each colliery of the group and assess:  (a) Whether rates offered are reasonable as compared to the existing rates, or other datas available eg.market rates, rates offered for higher distance in respect of other colliery in the group, etc	Within 2 days

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Tender Committee	(b) Whether L1 bidder has applied for the full quantity to be transported in respect of the colliery.	
	(c) Whether L1 tenderer is capable of transporting the full quantity based on particulars furnished in Part-I i.e. fleet strength, past experience of having done similar work in the company, government undertakings or in well reputed organisation, reputation of the tenderer or other known information.	
	(d) Also ensure that : (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. (ii) No document presented by any bidder after the closing date and time of the bid has been taken into account during evaluation. (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.	
	30. Record the findings and assessment in the evaluation statement. (Ref. CMF 3.14)	Within 2 days
31. Decide on the basis of assessment done :	(a) To recommend award in favour of L1 ,ensuring: (i) L1 has applied for the full quantity for the respective unit. (ii) The rates offered are reasonable (iii) L1 has the capacity to transport the quantity offered.	Within 10 days
	(b) Recommend award of the contract to L1 if the overall amount for the contract as well as rates for individual items of work quoted by L1 are justified,	

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	<p>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 29.</p> <p>(c) 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.</p> <p>(d) In case the negotiation with L1 does not yield a reasonable rate re-tendering should be done straightway except situations as covered in 32. 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.</p> <p>32 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 :</p> <p>(i) Splitting of the Work : -</p> <p>a) Determine the respective areas to which the work should be split up.</p> <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</p>	



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Tender Committee	<p>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>	
CMS/CTD	<p>33. Send recommendation of award for approval of the competent authority, through corporate finance.</p> <p>34. Obtain approval of :</p> <p>(a) Director-in-charge for award value as per existing delegation of financial powers.</p> <p>(b) CMD for award value as per existing delegation of financial powers.</p> <p>(c) Company Board for award value as per existing delegation of financial powers.</p> <p>35. If award cannot be put up to the Board within 30 days, decide in association with corporate finance, for obtaining approval of the award, by circulation to members of the board.</p>	<p>2 days</p> <p>2 days</p> <p>3 days</p> <p>30 days</p> <p>As may be applicable</p>

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CMS/CTD	36. Prepare draft of letter of acceptance (LOA) in accordance with the approval of award by the competent authority, specifying the quantity awarded and the rate finalised, stipulating the time by which it is to be accepted.	2 days
	37. Finalise the draft LOA after vetting by corporate finance.	1 day
	38. Issue LOA to successful bidder(s) with directions to deposit initial security deposit.	Same day
	39. Obtain acceptance of the LOA by the bidder(s).	7 days
	REGISTERS, DOCUMENTS AND ABSTRACTS	
SL. NO.	TITLE	FORM NO.
1	Tender Evaluation - Part I	CMF 3.13
2	Tender Evaluation - Part II	CMF 3.14
3	Tender Opening Register	CMF 3.18

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Responsible	Action	Timing
CMS/CTD	<p>1. Obtain work schedule from successful bidder(s) accepting the letter of acceptance of tender (LOA), with details as may be applicable :</p> <p>(a) Transportation of quantity  (i) Each month  (ii) Each week</p> <p>(b) Breaking and picking to be done manually by the Tenderer's labour  (i) Quantity each month  (ii) Quantity each week</p> <p>(c) Loading in wagons to be done manually by the tenderer's labour  (i) Quantity each month  (ii) Quantity each week</p> <p>(d) Loading in trucks and unloading from trucks to be done manually by the tenderer's labour  (i) Quantity each month  (ii) Quantity each week</p> <p>(e) The number of tipping trucks/trucks to be deployed by the tenderer for the work.</p> <p>(f) Where loading is to be done manually by company's labour - requirement of manual labourers to be engaged by the company for loading in trucks/ tipping trucks round the clock.</p> <p>(g) Written undertaking that no portion of the work is to be sub-contracted.</p>	Within 7 days
	2. Draw up work schedule in association with concerned technical department for specifying the quantum per day and also per week, to be incorporated in the agreement/work order.	3 days
	3. Prepare draft of agreement/work order in detail (specimen form vide annexure CMF 3.15).	2 days

CIL CONTRACT MAMANGEMENT MANUAL		
CHAPTER	Transportation of Coal/ Sand / Overburden/ Shale/ Extraneous Material	CHAPTER 3
SECTION	ISSUE OF WORK ORDER	SECTION 04
Responsible	Action	Timing
CMS/CTD	<p>4. Send for finalisation by Corporate finance.</p> <p>5. Receive finalised draft agreement/work order from corporate finance.</p> <p>6. Send to legal department, if considered necessary, for vetting and authority in favour of General Manager of concerned technical department, for signing the agreement/ work order to be issued.</p> <p>7. Receive from legal department the finanlised agreement/work order if sent.</p> <p>8. Send intimation to the successful tenderer of the date on which agreement/work order is to be signed and delivered (7 days time to be allowed).</p> <p>9. Award agreement/work order number e.g. CMS/TPT-COAL/Area-/2000-01/W.ONo. SL. CMS/TPT-COAL(w)Area-/2000-01/W.O No.SL CMS/TPT-SAND/Atea-/2000-01/W.O No.SL</p> <p>10. Enter the agreement/work order in the contract register (specimen form in annexure CMF 3.16)</p> <p>NOTE : In the event of issue of work order each page of the duplicate copy to be signed by the contractor as a token of acceptance.</p>	<p>2 days</p> <p>1 day</p> <p>Same day</p> <p>On 4th day</p> <p>Same day</p>
	REGISTERS, DOCUMENTS AND ABSTRACTS	
SL. NO.	TITLE	FORM NO.
1	Work Order	CMF 3.15
2	Contract Register	CMF 3.16

CIL CONTRACT MAMANGEMENT MANUAL		
CHAPTER	Transportation of Coal/ Sand / Overburden/ Shale/ Extraneous Material	CHAPTER 3
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 14,, chapter 3, section 03) to the cashier in charge.	On 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 acknowledgement of Certified Cheques/ draft to each bidder stipulating pucca receipt to follow.	Same day
	4. Enter details of Certified Cheques/ Demand Drafts/ B.G. in the earnest money register. [ Form of E.M register vide annexure CMF 3.17 ]	1 day
	5. Inform corporate finance to refund the earnest money deposits of tenderers rejected on scrutiny of Part-I.	Within 2 days from the 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 from the approval of the Award
	7. Take action for issuing notice of forfeiture in the event the tenderer 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 acceptance of W.O/ Signing of Agreement
	REGISTERS, DOCUMENTS AND ABSTRACTS	
SL. NO.	TITLE	FORM NO.
1	Earnest Money Register	CMF 3.17

CMF 3.01		
(Note : This form is to be used for transportation of coal** to destination other than washery )		
CIL CONTRACT WORK DETAILS		DATE :
COMPANY :	AREA :	YEAR :
FROM : TRANSPORTATION DIVISION (HQ.)	TO : CONTRACT MANAGEMENT SERVICE DEPARTMENT (HQ.)	
Particulars	PERIOD	
	1 Year	2 years
<p>1. Period of work i.e. for 1/2 year (s) and date of commencement of work to be contracted.</p> <p>2. Estimated quantity of coal to be available during the period for transportation at each colliery/production unit within the areas.</p> <p>3. Grouping of sources of transportation i.e. collieries/production units linked with common destination i.e. particular railway siding/coal handling plant, indicating:  (a) estimated quantity of coal to be transported for the respective group based on colliery/production unit wise estimate.  (b) Minimum quantity of transportation to be offered by a tenderer for each of the groups stipulating that where the quantity of transportation for a particular colliery is less than 50% of the minimum quantity, full quantity shall have to be offered to arrive at the specified minimum quantity.</p> <p>4. Items of work for transportation classified as under identified with the respective colliery/production units and quantity thereof for the group:  (a) From pit head to stock/dumping ground  (b) From pit head to crusher  (c) From pit head to railway siding/CHP  (d) From stock/dumping ground to railway siding/CHP  (e) From crusher to railway siding/CHP  (f) Additional items of work to be done manually by contractor's labour, if required:  (i) Breaking and picking of coal manually by contractor's labour  (ii) Loading of coal in wagons manually/mechanically by contractor</p> <p>For items of work at (a) to (e) it is to be specified whether loading is to be done by contractor's pay-loader or departmentally by company's pay-loader.</p> <p>5. Distance in Kilometres from source i.e. pit head to destination i.e. railway siding/CHP or to stock yard/crusher stockyard/crusher to railway siding/CHP in respect of each colliery/production unit of the area by the shortest route.</p>		

CMF 3.01		
(Note : This form is to be used for transportation of coal** to destination other than washery )		
CIL	CONTRACT WORK DETAILS	
COMPANY :	AREA :	DATE :
FROM :	TO :	
TRANSPORTATION DIVISION (HQ.)	CONTRACT MANAGEMENT SERVICE DEPARTMENT (HQ.)	
Particulars	PERIOD	
	1 Year	2 years
6. Cost estimate for the transportation of coal as compared with the budget provision stating the action taken for provision of additional funds with the concurrence of corporate finance in the event of cost estimate exceeding the budget provision. (Particulars (1) to (6) to reach the CMS five months before the scheduled date of commencement of work as at 1).		
ORIGINATOR :	CHECKED BY :	APPROVALS
REMARKS BY CMS :	DATE RECD.	
	DEALING ASSTT.	
	REGISTER REF :	
<p>(* * This Form is also applicable for Over burden/ Shale/ Extraneous material etc.. with appropriate modification.)</p>		

CMF 3.02		
( Note : This form is to be used for transportation of coal to washery )		
CIL	CONTRACT WORK DETAILS	
COMPANY :	AREA :	DATE : YEAR :
FROM : TRANSPORTATION DIVISION (HQ.)	TO : CONTRACT MANAGEMENT SERVICE DEPARTMENT (HQ.)	
Particulars	PERIOD	
	1 Year	2 years
<p>1. Period of work i.e. for 1 or 2 year (s) and date commencement of work to be contracted.</p> <p>2. Estimated quantity of raw coal to be transported from the respective collieries linked with single common destination i.e. washery irrespective of area wise jurisdiction.</p> <p>3. Recommendation for fixing the minimum quantity of transportation work to be offered by a single tenderer/bidder covering one or more of the sources of transportation specifying such quantity with stipulation that where the quantity of transportation from a colliery is less than 50% of the minimum quantity, full quantity shall have to be offered to arrive at the specified minimum quantity.</p> <p>4. Items of work identified with the transportation of coal from the respective colliery, i.e. transportation of coal including unloading mechanically at the washery and to specify additional item of work to be involved, if any.</p> <p>5. Distance in Kilometers from the respective collieries to the washery by the shortest route giving indication of the route to be availed of in the event of existence of alternate routes.</p> <p>6. Cost estimate for the transportation of coal to washery as compared with the budget provision. In the event of cost estimate exceeding the budget provision, action taken for provision of additional funds with the concurrence of corporate finance (Particulars at (1) to (6) to reach the CMS five months before the schedules date of commencement of work as at 1).</p>		
ORIGINATOR :	CHECKED BY :	APPROVALS
REMARKS BY CMS :	DATE RECD.	
	DEALING ASSTT.	
	REGISTER REF :	



CMF 3.03		
( Note : This form is to be used for transportation of sand from River Ghat/ Ropeway Dump/ Shore Plant to collieries )		
CIL CONTRACT WORK DETAILS		DATE :
COMPANY :	AREA :	YEAR :
FROM : TRANSPORTATION DIVISION (HQ.)	TO : CONTRACT MANAGEMENT SERVICE DEPARTMENT (HQ.)	
Particulars	PERIOD	
	1 Year	2 years
<p>1. Period of work i.e. for 1 or 2 year (s) and date of commencement of work to be contracted.</p> <p>2. Estimate requirement of sand (quantity) for the respective collieries/production units within the area requiring sand for underground operations.</p> <p>3. Grouping of destinations for transportation i.e. collieries/production units within the area linked with a common source i.e. particular river ghat/ ropeway dump/shore plant indicating:  (a) Estimated quantity of sand to be transported for the respective group based on colliery/production unit wise estimate.  (b) Minimum quantity of transportation to be offered by a tenderer for each of the groups stipulating that where the quantity of transportation for a particular colliery is less than 50% of the minimum quantity, full quantity shall have to be offered to arrive at the specified minimum quantity.</p> <p>4. Items of work for transportation classified as under, identified with the respective collieries/production units and quantity thereof for the group:  (a) Transportation of sand by truck  (b) Loading and unloading manually by contractor's labour.  (c) Transportation of sand by tipping trucks where mechanical loading is provided for which no charge for loading/unloading shall be allowed.  (d) Other items of work if any.</p> <p>5. Distance in kilometres from the respective collieries/production units to the linked river ghat/ropeway dump/shore plant by the shortest route indicating the route to be availed of in the event of existence of alternate routes.</p> <p>6. Cost estimate for transportation of sand as compared with the budget provision. In the event cost estimate exceeding budget provision, action taken for provision of additional funds with the concurrence of corporate finance.  (Particulars of (1) to (6) to reach CMS five months before the scheduled date of commencement of work as at 1).</p>		
ORIGINATOR :	CHECKED BY :	APPROVALS
REMARKS BY CMS :	DATE RECD.	
	DEALING ASSTT.	
	REGISTER REF :	

CMF 3.04		TENDER NOTICE						
COMPANY :			AREA :		TENDER NOTICE NO.:			
					DATE :			
<b>TRANSPORTATION OF COAL **</b>								
Sealed tenders are invited from reputed and experienced transport contractors for the following work of transportation coal by tipping trucks including mechanical unloading at siding/bunker/CHP :								
	Destination and collieries from where raw coal to be transported		Approximate oneway distance	Approximate quantity in MT		Estimated value in Rs.		Period of work
	Colliery to destination			1 Yr.	2 Yrs.	1 Yr.	2 Yrs.	
Group A	1....Colly.....	Rly.Sdg./CHP	.....Km	...MT	...MT	...Rs.	...Rs.	
	2....Colly.....	Rly.Sdg./CHP	.....Km	...MT	...MT	...Rs.	...Rs.	
	3....Colly.....	Rly.Sdg./CHP	.....Km	...MT	...MT	...Rs.	...Rs.	
Group B (Further groups may be added as may be required)	1....Colly.....	Rly.Sdg./CHP	.....Km	...MT	...MT	...Rs.	...Rs.	
	2....Colly.....	Rly.Sdg./CHP	.....Km	...MT	...MT	...Rs.	...Rs.	
	3....Colly.....	Rly.Sdg./CHP	.....Km	...MT	...MT	...Rs.	...Rs.	
For further details and items of work , please see Tender Documents								
<p><u>Earnest Money</u> 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>The quantity offered should not be less than..... MT. In case quantity to be transported from a colliery is less than 50%,full quantity shall be offered to arrive at the required minimum quantity.</p>								
<p><u>Price of Tender Documents</u> Price of tender documents shall be Rs..... per set per group specified above.</p>								
<p><u>Availability of Tender Documents</u> 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>(i) Office of the General Manager From ..... to.....(date) address of all Area Offices of the company to be stated under (a),(b),(c),(d),(e),etc.</p> <p>(ii)Office of the General Manager, Contracts Services address of the Company HQ.....From..... to.....(date)</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>								
Tender document is also available on our website <a href="http://.....">http//.....</a> (company's website)								

CMF 3.04		TENDER NOTICE	
COMPANY :	AREA :	TENDER NOTICE NO.:	
		DATE :	
<p><u>General Instructions for Submission of Tender</u></p> <p>A Tenderer is required to submit his offer in sealed covers giving reference to this Tender Notice No. and date, containing offers in two parts-I&amp;II as specified in the tender documents. Part I &amp; II should also be in sealed covers clearly superscribing as part I &amp; II on the respective envelopes giving reference to the group for which he is submitting his tender.</p> <p>Part II of the offer should consist of two parts, as may be applicable, one for indicating rates for one year period and the other for indicating rates for a 2 year period. The rates offered should be valid for four calendar months from the date of opening of part I of the tender.</p> <p>Part II envelopes will be opened only in respect of such tenderers as found valid after scrutiny of part I</p> <p><u>Receipt of Tenders</u></p> <p>Tenders are to be received in sealed covers upto .....hours on.....(date) at the following offices:            (1) Office of the General Manager, Transport division (Hq) at.....            (2) Office of the General Manager..... Area (concerned area)</p> <p><u>Validity period offer</u></p> <p>The rates offered in Part II should be valid for four calendar months from the date of opening of Part I of the tender.</p> <p><u>Opening of Tenders</u></p> <p>Tenders will be opened at.....(hrs) on.....(date) at the office of the General Manager, Contracts Services at.....</p> <p>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.</p> <p style="text-align: right;">Signature _____            General Manager            Transport Division (Hq.)/Area            Name of the Company</p> <p>NOTE:</p> <p>Sale of Tender documents from different sources other than the office of CMS at the Hqrs of the company is not mandatory. This may be resorted to wherever considered necessary anticipating better participation and more competitive rates., making the tender documents easily available to the intending bidders.</p> <p><i>(* * This Tender Notice is also applicable for Over burden/ Shale/ Extraneous material etc.. with appropriate modification mainly in the Description/ Details of work.)</i></p>			

CMF 3.05		TENDER NOTICE				
COMPANY :	AREA :	TENDER NOTICE NO.:				
		DATE :				
<b>TRANSPORTATION OF COAL TO WASHERY</b>						
Sealed tenders are invited from reputed and experienced transport contractors for transportation of coal by tipping trucks ( including mechanical unloading ) to ..... Washery from the following collieries :						
Collieries from where raw coal to be transported	Approximate oneway distance	Approximate quantity in MT		Estimated value in Rs.		Period of work
		1 Yr.	2 Yrs.	1 Yr.	2 Yrs.	
1....Colliery	.....Km	...MT	...MT	...Rs.	...Rs.	
2....Colliery	.....Km	...MT	...MT	...Rs.	...Rs.	
3....Colliery and so on	.....Km	...MT	...MT	...Rs.	...Rs.	
Group B ( Further groups may be added as may be required)	.....Km	...MT	...MT	...Rs.	...Rs.	
	.....Km	...MT	...MT	...Rs.	...Rs.	
	.....Km	...MT	...MT	...Rs.	...Rs.	
For detailed information and items of work , please see Tender Papers						
<p><b><u>Earnest Money</u></b>  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>The quantity offered should not be less than..... MT. In case quantity to be transported from a colliery is less than 50%, full quantity shall be offered to arrive at the required minimum quantity.</p> <p><b><u>Price of Tender Documents</u></b>  Price of tender documents shall be Rs..... per set per group specified above.</p> <p><b><u>Availability of Tender Documents</u></b>  Tender documents including terms and conditions of work, shall be available on payment, from the following places, during the period as stated below:  (i) office of the General Manager From ..... to.....(date)  address of all Area Offices of the company to be stated under (a),(b),(c),(d),(e),etc.  (ii)Office of the General Manager, Contracts Services address of the Company HQ..... From..... to.....(date)  (iii) Office of the Regional Sales Manager, Coal India Ltd  (a) Address.....Mumbai  (b) Address.....Delhi  (c) Address.....Chennai  (d) Address.....Lucknow  (e) Address.....Patna  (iv) Address of the company's Kolkata Office.  Tender document is also available on our website <a href="http://.....">http://.....</a> (company's website)</p>						

CMF 3.05		TENDER NOTICE	
COMPANY :	AREA :	TENDER NOTICE NO.:	DATE :
<p><u>General Instructions for Submission of Tender</u></p> <p>A Tenderer is required to submit his offer in sealed covers giving reference to this Tender Notice No. and date, containing offers in two parts-I&amp;II as specified in the tender documents. Part I &amp; II should also be in sealed covers clearly superscribing as part I &amp; II on the respective envelopes giving reference to the group for which he is submitting his tender.</p> <p>Part II of the offer should consist of two parts, as may be applicable, one for indicating rates for one year period and the other for indicating rates for a 2 year period. The rates offered should be valid for four calendar months from the date of opening of part I of the tender.</p> <p>Part II envelopes will be opened only in respect of such tenderers as found valid after scrutiny of part I.</p> <p><u>Receipt of Tenders</u></p> <p>Tenders are to be received in sealed covers upto .....hours on.....(date) at the following offices:  (1) Office of the General Manager, Transport Division (Hq.) at.....  (2) Office of the General Manager..... Area (concerned area)</p> <p><u>Validity period offer</u></p> <p>The rates offered in Part II should be valid for four calendar months from the date of opening of Part I of the tender.</p> <p><u>Opening of Tenders</u></p> <p>Tenders will be opened at.....(hrs) on.....(date) at the office of the General Manager, Contracts services at.....</p> <p>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.</p> <p style="text-align: right;">Signature _____  General Manager  Transport Division (Hq.)/Area  Name of the Company</p> <p><b>NOTE:</b>  Sale of Tender documents from different sources other than the office of CMS at the head quarters of the company is not mandatory. This may be resorted to wherever considered necessary anticipating better participation and more competitive rates., making the tender documents easily available to the intending bidders.</p>			

CMF 3.06		TENDER NOTICE						
COMPANY :			AREA :		TENDER NOTICE NO.:			
					DATE :			
<b>TRANSPORTATION OF SAND TO COLLIERIES **</b>								
Sealed tenders are invited from reputed and experienced transport contractors for the following work of transportation of sand by trucks/ tippers from various ghats of ..... river/ rivers as well as ropeway dumps to under noted collieries :								
	Source from which sand to be transported by trucks to collieries		Approx. one-way distance	Approximate quantity in MT		Estimated value in Rs.		Period of work
	Source to Colliery			1 Yr.	2 Yrs.	1 Yr.	2 Yrs.	
Group A ( i )	River ghat	1....Colly	.....Km	...MT	...MT	...Rs.	...Rs.	
	River ghat	2....Colly	.....Km	...MT	...MT	...Rs.	...Rs.	
	River ghat	3....Colly	.....Km	...MT	...MT	...Rs.	...Rs.	
	Total							
Group A ( ii )	Alternate Source	1....Colly	.....Km	...MT	...MT	...Rs.	...Rs.	
	Alternate Source	2....Colly	.....Km	...MT	...MT	...Rs.	...Rs.	
	Alternate Source	3....Colly	.....Km	...MT	...MT	...Rs.	...Rs.	
	Total							
Group B ( i )	Ropeway dumps/ shore	1....Colly	.....Km	...MT	...MT	...Rs.	...Rs.	
	-do-	2....Colly	.....Km	...MT	...MT	...Rs.	...Rs.	
	-do-	3....Colly	.....Km	...MT	...MT	...Rs.	...Rs.	
	Total							
Group B ( ii )	Alternate Source	1....Colly	.....Km	...MT	...MT	...Rs.	...Rs.	
	Alternate Source	2....Colly	.....Km	...MT	...MT	...Rs.	...Rs.	
	Alternate Source	3....Colly	.....Km	...MT	...MT	...Rs.	...Rs.	
	Total							
<p>NOTE: 1. Groups A (i) and B (i) denote particular ghat/ ropeway dump linked to one or more than one colliery in the area.  2. Groups A (ii) and B (ii) denote alternative river ghat/ source in case of non- availability of sand in river ghat/ ropeway dump at 1 above. 3. For further details and items of work, please see Tender Documents.</p>								
<p><b><u>Earnest Money</u></b>  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>The quantity offered should not be less than..... MT. In case quantity to be transported from a colliery is less than 50%, full quantity shall be offered to arrive at the required minimum quantity.</p>								
<p><b><u>Price of Tender Documents</u></b>  Price of tender documents shall be Rs..... per set per group specified above.</p>								
<p><b><u>Availability of Tender Documents</u></b>  Tender documents including terms and conditions of work, shall be available on payment, from the following places, during the period as stated below:</p>								

CMF 3.06		TENDER NOTICE	
COMPANY :		AREA :	TENDER NOTICE NO.:
			DATE :
<p>(i) office of the General Manager From ..... to.....(date) address of all Area Offices of the company to be stated under (a),(b),(c),(d),(e),etc.</p> <p>(ii) Office of the General Manager, Contracts Services address of the Company HQ..... From..... to.....(date)</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 <a href="http://.....">http//.....</a> (company's website)</p> <p><u>General Instructions for Submission of Tender</u></p> <p>A Tenderer is required to submit his offer in sealed covers giving reference to this Tender Notice No. and date, containing offers in two parts-I&amp;II as specified in the tender documents. Part I &amp; II should also be in sealed covers clearly superscribing as part I &amp; II on the respective envelopes giving reference to the group for which he is submitting his tender.</p> <p>Part II of the offer should consist of two parts, as may be applicable, one for indicating rates for one year period and the other for indicating rates for a 2 year period. The rates offered should be valid for four calendar months from the date of opening of part I of the tender.</p> <p>Part II envelopes will be opened only in respect of such tenderers as found valid after scrutiny of part I</p> <p><u>Validity period offer</u></p> <p>The rates offered in Part II should be valid for four calendar months from the date of opening of Part I of the tender.</p> <p><u>Receipt of Tenders</u></p> <p>Tenders are to be received in sealed covers upto .....hours on.....(date) at the following offices:</p> <p>(1) Office of the General Manager, Transport Division (Hq.) at.....</p> <p>(2) Office of the General Manager..... Area (concerned area)</p> <p><u>Opening of Tenders</u></p> <p>Tenders will be opened at.....(hrs) on.....(date) at the office of the General Manager, Contracts Services at.....</p> <p>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.</p> <p style="text-align: right;">Signature _____ Transport Division (Hq.)/Area Name of the Company</p> <p>NOTE: Sale of Tender documents from different sources other than the office of CMS at the head quarters of the company is not mandatory. This may be resorted to wherever considered necessary anticipating better participation and more competitive rates., making the tender documents easily available to the intending bidders. (* * This Tender Notice is also applicable for Over burden/ Shale/ Extraneous material etc.. with appropriate modification mainly in the Description/ Details of work.)</p>			

**INSTRUCTIONS TO BIDDERS****1. SCOPE OF TENDERER**

1.1 The \_\_\_\_\_ (referred to as Employer in these documents) invites bids for the transportation of coal/sand (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 tender document.

**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.

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 In the event that prequalification of potential bidders has been undertaken, only Bids from pre-qualified 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.

3.2 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 the 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. 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 loading/unloading/transportation equipment proposed to carry out the Contract;
- e. reports on financial standing of Bidder, such as profit and loss statement and auditor's reports for the past five years;
- f. evidence of adequacy of working capital for this Contract (access to lines of credit and availability of other financial resources);
- g. authority to seek references from the Bidder's bankers;
- h. information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount;
- i. proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price ;
- j. Permanent Income Tax Account No.(PAN) ;
- k. 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. ]



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## INSTRUCTIONS TO TENDERERS

## 3.3 To qualify for award of the contract -

- a) The intending tenderer must have in its name as a prime contractor experience of having successfully executed works of similar nature (such as Transportation/ Removal of Coal/ Overburden/ Shale// Extraneous materials/ Sand/ etc ) *valuing 65%* of the annualised value of the work put to tender in any year during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.
- b) evidence of possessing adequate working capital ( at least 20% of the annualized value of this work ) inclusive of access to lines of credit and availability of other financial resources to meet the requirement.
- c) ownership of a fleet of minimum 1/3rd of the tipping trucks/trucks and equipment required for the *annualized work*.

*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.)*

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

3.5 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.

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	Scope of work/Bill of Quantities;
Section 5	Forms of Securities and form of Article of Agreement.

#### 4. CLARIFICATION OF BIDDING DOCUMENTS

8.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing 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 on.....at.....hrs 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 18.2 below.

#### 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 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' of the bid document and

( iii ) qualification information as indicated in the bid document and Documents as required in accordance with stipulations of the bid document and any other materials required to be completed and submitted by bidder in accordance with these instructions.

b. Part II 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 17 and submitted to the Employer at its address before the deadline for submission of the bid as described in Clause 18.

#### 12. BID PRICES

12.1 The Bidders shall offer for the whole Works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder, however, the Employer reserves the right to allot part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.

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.

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, etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

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.

### 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 four calendar months after the deadline for bid submission specified in Clause 18. 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. 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 .

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 25 of ITB.

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

#### 16. **FORMAT AND SIGNING OF BID**

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

16.2 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.

16.3 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.

#### 17. **SEALING AND MARKING OF BIDS**

17.1 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 "

IIInd inner sealed envelope will be marked as " Part II - Price Bid for \_\_\_\_\_  
\_\_\_\_\_ "

Outer Sealed envelope will be marked as " Bidding Documents for \_\_\_\_\_  
\_\_\_\_\_ "

17.2 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 \_\_\_\_\_.

17.3 In addition to the identification required in Sub-Clause 17.2 the inner and outer envelopes shall indicate the name and address of the Bidder.

17.4 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.

#### 18. **DEADLINE FOR SUBMISSION OF BIDS**

18.1 Bids shall be delivered to the Employer at the address specified above no 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.

18.2 The Employer may extend the deadline for submission of Bids by issuing an amendment in accordance

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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.

**19. LATE BIDS**

19.1 Any Bid received by the Employer after the deadline prescribed in Clause 18 due to any reason whatsoever will not be accepted.

**20. MODIFICATION AND WITHDRAWAL OF BIDS**

20.1 Bidders may modify or withdraw their Bids by giving notice in writing before the deadline prescribed in Clause 18 in case the bidder has submitted the bid well before the deadline.

20.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 11, 16, 17 and 18, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.

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

20.4 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.

**21. BID OPENING**

21.1 The Employer will open the Part-I of the bids, including modifications made pursuant to Clause 20, in the presence of the bidders' or their representatives who choose to attend at the time and in the place specified in Clause 18. 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.

21.2 The Part-II of the bids of the bidders, which are substantially responsive and conforms to the terms and condition, will be opened after evaluation of Part I offer and notified to the Bidders who fulfill the requisite qualifying criteria laid down in the bidding document. 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.

21.3 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 20 shall not be opened.

21.4 The Bidders' names, the Bid Prices, the total amount of each Bid and 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.

**22. 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.

**23. CLARIFICATION OF BIDS**

23.1 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.

**24. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

24.1 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.

24.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and 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.

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

**25. CORRECTION OF ERRORS**

25.1 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.

25.2 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.

**26. EVALUATION AND COMPARISON OF BIDS**

26.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 24.

26.2 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 25.
- b. making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Clause 20.

26.3 The Employer reserves the right to accept or reject any variation or deviation. Variations , deviations 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.

26.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer 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 those prices with the methods and schedule proposed.

**27. AWARD CRITERIA**

27.1 Subject to Clause 28, 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.

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

28.1 Notwithstanding Clause 27, the Employer reserves the right to accept, negotiate or reject any Bid , and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

**29. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT**

29.1 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 and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").

29.2 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 30.

29.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder within 28 days following the notification of award along with the letter of Acceptance.

29.4 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.

**30. PERFORMANCE SECURITY/SECURITY DEPOSIT**

30.1 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.

30.2 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.

30.3 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.

30.4 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.

### **31. EMPLOYMENT OF LOCAL LABOUR**

31.1 "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 Law of the Land".

### **32 LEGAL JURISDICTION**

32.1 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.



CMF 3.08 FORMS OF BID AND QUALIFICATION INFORMATION

PART-I  
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 --- 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 : \_\_\_\_\_  
(To be filled in by the Bidder )

Encl :

- i) EMD of Rs. \_\_\_\_\_ vide \_\_\_\_\_ dt.
- ii)
- iii)
- iv)

## CMF 3.08 FORMS OF BID AND QUALIFICATION INFORMATION

QUALIFICATION INFORMATION

( In sealed cover )

( The information to be submitted by the Bidders )

**1. Bidders' Details**

## 1.1 Constitution or Legal status of Bidder ( attach copy )

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

## 1.2 Details of the turnover :

Annual Turnover Data ( Transportation only )		
Year	Turnover in Rs.	Remarks
1		

## 1.3 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:
- The lead partner shall meet not less than 40% of all the qualifying criteria stated in the bid document.
  - 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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## FORMS OF BID AND QUALIFICATION INFORMATION

- 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.

1.4 Details of experience for similar nature and complexity of work in last 7 (seven) years  
Use a separate 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      3. Partner in Joint venture
6.	Value of the total contract
7.	Date of award :
8.	Date of completion
9.	Specified requirements of work in transportation : a) Coal :              b) Sand :              c)OB/Matti/Middlings/Washery rejects etc.

1.5 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							

1.6 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 transportation work 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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## 1.7 Details of the bankers

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

## 1.8 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.

## 1.9 Details of trucks/tipping trucks/pay loaders and other equipment to be used for the work :

## a. Owned by the tenderer

Sl. No.	Equipment type and capacity	Registration No.(copy of registration certificate to be enclosed	Make and model	Minimum number
1				

## b. Owned by the others to be hired by the tenderers for this work (copy of hiring agreement is to be enclosed)

Sl. No.	Equipment type and capacity	Registration No.(copy of registration certificate to be enclosed	Make and model	Minimum number
1				

## 1.10 Details of additional transportation/loading equipment already ordered 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				

CMF 3.08 FORMS OF BID AND QUALIFICATION INFORMATION

2.0 Permanent Income Tax Account No. (PAN)

3.0 DETAILS OF EARNEST MONEY/PERFORMANCE SECURITY

Details of Certified cheques /Draft / B.G.:  
Amount (Rs.) :

4.0 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
- (c) Certificate of registration with providend fund authorities

5.0 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- 3.2 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**

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## CONDITIONS OF CONTRACT

**CONDITIONS OF CONTRACT****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.
- iii. "The Site" shall mean the site of the contract work including land and any building and erections thereon and any other land allotted by the company for contractor's use.
- iv. 'Accepting authority' shall mean the management of the company and includes an authorised representative of the company or any other person or body of persons empowered in this behalf by the company.
- v. A 'Day' shall mean a day of 24 hours from midnight to midnight.
- vi. 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.
- vii. The 'contract' shall mean the notice inviting tender, the tender as accepted by the company and the formal agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, schedule of quantities with rates and amounts, Schedule of work.
- viii. The 'works' shall mean the works required to be executed in accordance with the contract or parts thereof as the case may be and shall include all extra or additional or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- ix. 'Schedule of Rates' referred to in these conditions shall mean the standard schedule of rates prescribed by the company and the amendments issued from time to time.
- x. 'Contract price' shall mean
  - (a) in the case of lump sum contracts the total sum for which tender is accepted by the company.
  - (b) in the case of other types of contracts the total sum arrived at based on the individual rates quoted by the 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.
- xi. 'Written notice' shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an

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## CONDITIONS OF CONTRACT

office of the Corporation/Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

## 2. CONTRACT DOCUMENTS :

The following documents shall constitute the contract documents :

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

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

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

## 3. DISCREPANCIES AND ADJUSTMENTS THEREOF :

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

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

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

3.3 Any difference detected in the 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.



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## CONDITIONS OF CONTRACT

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.

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

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

4.5 5% Performance Security should be refunded within 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.

4.6 Refund of security deposit - The refund of security deposit shall be subject to company's right to deduct/appropriate its dues against the contractor under this contract or under any other contract. On completion of the entire work and certified as such by the Engineer-in-charge, one half of the security deposit (Performance Security) remaining with the company shall be refunded. However, for contracts of more than 1(one) year period, the 2<sup>nd</sup> part of Security Deposit accrued by paying the running bill at 95%, may be refunded annually on submission of Bank Guarantee of equivalent amount subject to satisfactory performance of the contractor.

The other half (Retention Money) shall be refunded to the contractor on the expiry of six months from the date of completion as certified by the Engineer-in-Charge, subject to the conditions that 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 period of six months or on completion of the rectification work as required.

## 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 and instructions that may appear to be necessary or advisable during the progress of the work. The contractor shall be bound to carry out the works in accordance with the instructions given to him in writing by Engineer-in-charge or his representative on behalf of the company.

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## CONDITIONS OF CONTRACT

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

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

- a. the rate shall be derived from the rate/rates for similar or near similar class of work as is/are specified in the contract/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) More than 10% deviation from original awarded value should require approval of next higher authority but total amount should be within the delegated power of the next higher authority.

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

5.5 The company through its Engineer-in-charge or his representative, on behalf of the company, shall have power to omit any part of the work for any reason and the contractor shall be bound to carry out the work in accordance with the instruction given by the Engineer-in-charge. No claim for extra charges/damages shall be made by the contractor on these grounds.

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

## 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 transportation schedule to be submitted by the contractor showing the order in which the work is proposed to be carried out within the time specified in the contract documents. For the purpose of this time and progress chart, the work shall be deemed to have commenced on the expiry of 10 (ten) days from the issue of letter of acceptance/work order or handing over the site of work.

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

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

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

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

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

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

- a. abnormally bad weather
- b. serious loss or damage by fire
- c. civil commotion, strikes or lockouts affecting any of the trades employed on the work
- d. delay on the part of the contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work
- e. any other causes which, at the sole discretion of the company is beyond the control of the contractor.

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

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

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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 clause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition . In the event of delay lasting over one month, if arising out of Force Majeure, the contract may be terminated at the discretion of the company.

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

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

## 7. **QUALITY ASSURANCE :**

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

## 8. **MEASUREMENT AND PAYMENT :**

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

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

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

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

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

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

8.6 Payment on account shall be made on the Engineer-in-charge certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed as covered by the bill/bills after deducting the amount already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the contract.

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

8.8 The company reserve the right to recover/enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other means, not 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 the contractor shall pay the amount of overpayment on demand.

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

## 9. TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT :

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

a makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer-in-charge, then on the expiry of the period as specified in the notice

Or

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

9.1 The contract shall stand terminated under the following circumstances :

- a. If the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of insolvency act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any insolvency act
- b. In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganisation, or a receiver or manager is appointed by the court on the application by the debenture holders of the company, if any.
- c. If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 days.
- d. On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to legal representative or to the partnership concern.

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

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

The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor as stated in 9.1(d).

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

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

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

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

#### 10. COMPLETION CERTIFICATE :

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

#### 11. RESPONSIBILITIES OF THE CONTRACTOR

- i. The company reserve the right to let other contractors in connection with the project and the contractor/contractors shall co-operate in the works for the introduction and stores and materials and execution of his/their works.
- ii. The contractor/contractors shall employ only competent, skilful and orderly men to do the work. The Engineer-in-charge shall have the right to ask the contractor/contractors to remove from the work site any men of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within three hours of such orders.
- iii. Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety required or recommendation by all applicable laws, codes, statutes and regulations will be observed. In case of accidents, he/they shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force, and shall indemnify the company against any claim on this account.

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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.

iv. 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.

v. Building for the sanitary necessities of all persons employed on the work shall be constructed and maintained in the number, manner and place approved or ordered by the Engineer-in-charge. The contractor shall vigorously prohibit committing of nuisance at any other place. Cost of all works under these items shall be covered by the contractor's/contractors' tendered rates.

vi. The contractor/contractors shall furnish to the Engineer-in-charge or his authorised representative with work reports from time to time regarding the contractor/contractors organisation and the progress made by him/them in the execution of the work as per the contract agreement.

vii All 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.

viii The company reserves the right to deduct/ withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.

ix. The contractor/contractors shall make his/their own arrangement for all materials, tools, staff and labourer required for the contract, which shall include cost of lead, lift, loading, unloading, railway freight, recruiting expenses and any other charges for the completion of the work to the entire satisfaction of the company.

x. The work shall not be sublet to any other party, unless approved by Engineer-in-charge, in writing.

xi. The contractor/contractors shall not pay less than the minimum wages to the labourers engaged by him/them as per Minimum Wages Act or such other legislation or award or the minimum wages fixed by the respective State Government as may be in force. The Contractor/ Contractors shall make necessary payment of the Provident Fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and Allied Schemes and Miscellaneous Provisions Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be.

xii. All accounts shall be maintained in English and the company shall have the right of access and inspection of all such books of accounts etc. relating to payment of labourer considered necessary and the company may arrange for witnessing the payment to the labourer by its representatives.



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

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

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

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

## 12. SETTLEMENT OF DISPUTES

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

The contractor should make request in writing to the 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 defects/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. The defect liability period shall be deemed to have been extended till the rectification of the defects by the contractor to the satisfaction of the Engineer-in-charge.

### **SPECIAL TERMS & CONDITIONS FOR TRANSPORT CONTRACT**

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

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

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

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

3.03 Only tipping trucks in good and safe condition having valid fitness certificate permits/ licences etc. and in respect of which the required taxes/ fees have been deposited and which are properly covered by insurance, shall be deployed for the work.

The company shall have the right to inspect or arrange inspection of the vehicles/ equipments deployed by the contractor for the work at any time and declare any vehicle/ equipment unsafe and ask for its immediate withdrawal from the site/ operation. The contractor shall ensure prompt/ immediate compliance of the same.

3.04 The contractor shall at his own cost, arrange for regular checking/ maintenance/ repair of the tipping trucks/ equipment and keep them in good and safe conditions at all times.

Proper records of such checking/ maintenance/ repair shall be maintained in a Log Book kept on the vehicle for the purpose, which shall be readily available for inspection whenever required.

3.05 Only experienced, skilled and disciplined drivers of sound health, good behavior and antecedents having valid and requisite driving licence shall be deployed by the contractor for driving the tipping trucks/trucks/ payloaders/equipments deployed for the work.

In no case any un-authorized driving of the tipping trucks or operation of payloaders/ equipments shall be permitted by the contractor.

3.06 The tare-weight, gross weight, maximum carrying capacity of the truck and the dimensions of the body of the truck shall be clearly indicated on the body of each tipping trucks deployed for the work and maintained in good legible condition, at all times.

3.07 No addition or alteration to the size of the body or any such truck shall be carried out, without prior approval of the Project Officer/ General Manager.

The trucks shall be loaded only upto the maximum carrying capacity and shall not be overloaded under any circumstances.

3.08 The re-allocation / re-appropriation of the awarded quantity in different routes may be done by the competent authority of the company within the stipulated contract period and contract value.

4.00 No manual workers shall be engaged by the contractor for loading/ unloading of the trucks or loading of wagons, under any circumstances whatsoever.

5.0 The contractor shall bring/ take back and arrange for the transportation of the trucks/ equipments/ men and materials required for the work at his own cost.

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## CONDITIONS OF CONTRACT

6.00 Contractor's trucks should ply only on specified routes/ roads. In case, plying of the trucks on any other route/ road become necessary, due to any reason, prior approval for the same shall be taken by the contractor from the Project Officer/ General Manager. In case of violation of this provision penalty may be imposed on the contractor and/ or the contract terminated.

7.00 The work shall be executed round the clock on all the days of week as directed by the Project Officer/ General Manager and the contractor shall be obliged to comply with the same.

8.00 The contractor shall not have any claim whatsoever for the idleness of his tipping trucks/ trucks/ payloaders/ equipments/ employees for want of coal or non-availability of departmental payloaders, or lack of space available at the unloading site or any dislocation en-route and/ or for any other reason.

9.01 The contractor shall at his own cost arrange for all materials, stores, spares, tools, tackles etc. and maintenance/ repairs of the tipping trucks/ payloaders/ equipments required/ deployed for the work. The company shall have no liability whatsoever on this account.

9.02 In emergent situations and provided the contractor makes an application in this regard, POL, if available with the company, may at the sole discretion of the company, be issued to him with the approval of the General Manager but value of the same alongwith the handling/ departmental charges as per the then prevailing rules of the company shall be charged from him or recovered from his bills/ security deposit.

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

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

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

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

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14.01 Where wagons are being weighed at the loading end, payment for coal/middlings transported to the siding/ CHP (where wagons are being loaded), loading of the tipping trucks by the Contractor's payloader (s), picking, breaking and wagon loading by Contractor's payloader (s), shall be made on the basis of the RR weight of coal/middlings despatched, duly re-conciled with the measured opening and closing stocks at the siding/ CHP every month and after effecting deductions of penalties/ recoveries as per terms & conditions of this contract.

14.02 (i) Where wagons are not being weighed at the loading end, payment for the items of work stated in 14.01 above shall be made on the basis of the actual weight of coal received by the Power Houses/ consignees as per the weighment of the wagons at their end, duly reconciled with measured opening and closing stocks at the siding/ CHP every month.

(ii) If in the case of wagons not being weighed at the loading end, the payment is made by any consignee on the basis of RR weight, the contractor (s) shall be paid accordingly.

(iii) In the case of wagons not being weighed at the loading end, 90% payment for items of work stated in 14.01 above, shall be made provisionally on the basis of RR weights. Balance payment shall be made after reconciliation, as explained in (i) above and effecting deduction of penalties/ recoveries as per terms & conditions of this contract.

14.03 In the case of coal transportation from face to stock if the trucks/tipping trucks are not being weighed, payment shall be made on volumetric measurement of the coal transported, converted to weight, taking 40 cft as one tonne, (irrespective of the fact that any other conversion factor is adopted by the Company for any other purpose), duly reconciled with the measured opening and closing stocks for the month and off-take from stock to the siding/ CHP as per 14.01/14.02 above and payment shall be made to the contractor (s) accordingly.

14.04 In case two or more contractors are engaged for the transportation work, the re-conciled total quantity for the month arrived at in 14.01/14.02 & 14.03 above shall be distributed between the transporting contractors, in proportion of the number of trips performed by each, during the month or in any other manner which the General Manager considers more appropriate.

14.05 In case there is mixed contractual and departmental transportation to stock/CHP/Siding, the quantity transported departmentally shall be separated to arrive at the quantity transported contractually for 14.01/14.02 & 14.03 above.

15.00 In case two or more contractors are engaged on picking/ breaking and wagon loading, the distribution of the reconciled quantity for the month, arrived at in clause 14.01, 14.02 & 14.03 above.

16.00 In case of transportation of coal to the Washery, payment shall be made on the basis of the actual quantity received at the Washery, as per weighment of the trucks at the washery end, subject to such verification as the General Manager may consider necessary and appropriate.

In case the washery weighbridge goes out of order, the Project Officer shall make alternative arrangement for weighment of the trucks or the weight at the loading end shall be taken as the weight of coal received at the washery, subject to such checking/ verification as the Project Officer/ General Manager may deem necessary.

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

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CONDITIONS OF CONTRACT

18.00 In case the trucks are being weighed both at the loading end as well as unloading end, the figures of weight at both the ends shall be reconciled every month in respect of each contractor and if there is any shortage of coal received at the unloading end, the value of coal found short, will be deducted at double the then prevailing rate including all royalty, cess, from the security deposit of the transporting contractor (s) concerned or otherwise, specifically mentioned in work order/agreement.

19.00 No payment shall be made to the coal transporting contractor for stone/ shale/ bands/ extraneous materials segregated at the siding/ coal handling plant/ stock/ washeries in the process of despatching coal to consumers.

20.00 If the work of transportation/ removal of picked out band/ shale/ stone/ extraneous materials/ overburden/ washery rejects is contracted out payment for the same shall be made on the basis of volumetric measurement of trucks, duly verified against the volumetric measurement of such materials at the site of unloading where weight of such materials is not possible.

21.00 In case two or more contractors are engaged for loading of wagons at any siding, the allocation of wagons to be loaded by each of them will be decided by the Project Officer/ General Manager, which will be final and binding on each contractor.

22.00 Wagons supplied at the siding shall be loaded by the wagon contractor (s) within the free loading time given by the Railways, which may vary from time to time.

23.01(i) If the demurrage of wagons occur due to less availability of coal at the siding because of less transportation of coal, the contractor transporting coal shall be held responsible and liable for the same and the demurrage charges incurred shall be recovered from him.

(ii) If the demurrage is due to failure on the part of two or more coal transporting contractors the demurrage charges shall be apportioned by the General Manager/ Project Officer, amongst the concerned contractors as he considers appropriate and his decision in the matter shall be final and binding on each of these contractors.

23.02 (i) If the demurrage occurs due to failure on the part of wagon loading contractor the demurrage charges incurred shall be recovered from the wagon loading contractor.

(ii) In case there are two or more contractors for wagon loading, the contractor who has not completed the loading of all the wagons allotted to him, within the free loading time, shall be held responsible and liable for the demurrage and demurrage charges for the full rake shall be recovered from him.

(iii) In case demurrage of any rake occurs due to failure on the part of two or more wagon loading contractors, demurrage charges for the rake shall be recovered in proportion of the number of wagons allotted to each of them for loading.

23.03 (i) If the demurrage of wagons occurs due to failure on the part of the picking and breaking contractor, for not making available adequate quantity of clean and sized coal free from stone/ shale/ extraneous materials, he shall be liable for the demurrage charges incurred and the same shall be recovered from him.

(ii) In case the demurrage occurs due to failure of two or more picking/ breaking contractors, the demurrage charges shall be apportioned in the manner as considered appropriate by the Project Officer/ General Manager and his decision shall be final and binding on each of the concerned contractors.

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24.01 The wagon loading contractor (s) shall be also responsible for cleaning of the siding tracks/ between the line and on both sides of the same, leveling of coal loaded into the wagons and lime washing on the top of the same, in respect of the wagons allotted to him/ each of them.

In case any rake is put on demurrage/ any penalty is imposed on the company for failure on the accounts, the same shall be recovered from the contractor/s concerned.

24.02 In case any derailment of wagons occurs due to non-cleaning of the tracks by the wagon loading contractor (s) the charges/ penalties for the same levied by the Railways as also the demurrage charges for the same shall be recovered from the defaulting contractor (s).

24.03 All such charges/ penalties shall be apportioned between the defaulting contractors, as the General Manager thinks fit and reasonable and his decision in all the above cases shall be final and binding on the contractors concerned.

25.00 In order to ensure proper loading of wagon, the loading contractor shall ensure loading upto proper level keeping in view the stipulated carrying of the wagons and the loading will be done as per directions of Colliery/ Project/ Area officials responsible for the supervision of the loading of wagons at siding.

26.00 The wagon-loading contractor shall load clean coal free from stone/ shale/ bands/ extraneous materials and of stipulated size.

27.00 The daily rate of transportation shall be about the yearly quantity divided by the number of working days in the year  $\pm$  30% but the contractor may be called upon to transport still more/still less quantity and no claim whatsoever shall lie against company on account of such variations. The contractor/s shall make necessary arrangements and ensure transportation of coal, etc. on daily basis, as advised by the General Manager/ Project Officer.

28.00 In case a contractor falls to deploy adequate number of payloaders, the company may, without any reference to the contractor, deploy its own payloaders and or make alternative arrangements for loading of the wagons/trucks for which double the wagon/ truck loading charges payable to the contract/s, for the quantity loaded by the Company's Payloaders of extra expenditure incurred by the Company on alternative arrangement made shall be recovered from the contractor.

29.01 The Contractor shall post adequate number of competent, experienced, skilled and disciplined persons having good antecedents for satisfactory execution of the work. A list of all such persons shall be kept in the office of the contractor and a copy of the same shall be furnished to the General Manager/Project Officer as and when required. All these persons shall be in the direct employment and under direct administrative control of the contractor and the management shall have no responsibility/ liability whatsoever in this regard.

29.02 The contractor shall issue an identity card/ employment card to each employee with photograph duly attested by him which the employee shall always carry with him, while on work and produce for inspection whenever required.

30.00 The contractor shall not engage any person of less than 18 years of age or females during night hours as required by relevant law.

## CMF 3.09

## CONDITIONS OF CONTRACT

31.01 The contractor shall pay to his employees salary and wages as per Law of the Land applicable to the workmen of the colliery/ washery where he is working under this contract.

31.02 The contractor shall make payment to his employees at the place (s) specified by the General Manager/Project Officer and in the presence of Company's representative authorised by General Manager/Project Officer who shall duly witness all payments by the contractor to his employees. For this purpose the contractor shall notify to the General Manager/ Project Officer the wage period (s) day/ date and time of payment.

31.03 The contractor shall prepare the wages sheet for his employees in duplicate, a copy of which shall be regularly submitted to the Project Officer.

32.01 The contractor shall make timely payment of all salary/ wages/ dues to his employees and shall also provide all benefits to his employees as per various Acts/Rules, Regulations, Orders applicable to the work e.g. bonus under Coal Mines Bonus Scheme and Payment of Bonus Act. Sunday Wages, Overtime, Holiday Wages, Leave Wages, Sick Leave etc.

32.02 The contractor shall also comply with the provisions of the Coal Mines Provident Fund Scheme and regularly deposit the contributions in accordance with the same. The Company shall have no liability whatsoever in this regard.

33.00 The responsibility of the contractor in respect of all payments to his employees will be complete and absolute. The Company shall have no liability whatsoever in this regard and shall be fully indemnified by the Contractor against any claim arising out of any non-payment/ short- payment/ dispute/ award.

34.00 The contractor shall arrange for the training of his employees in accordance with the Mines Vocational Training Rules, 1966 as amended from time to time, at his own cost.

35.00 In case any accident occurs or any injury is caused to any employee of the Company by the vehicles/equipments of the contractors or by any act of omission/ commission on the part of the contractor's representative/ employees, the compensation for the same, as provided in law or as assessed by the company shall be recovered from the contractor alongwith the costs and expenses incurred by the company on the same.

36.00 The contractor shall provide foot-wears, helmets and other protective equipments, to his employees as provided in the law, at his own cost. In case of failure on the part of the contractor to provide these Protective equipments, the company may provide the same to the employees at the cost of the contractor.

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

## CMF 3.09

## CONDITIONS OF CONTRACT

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

37.01 Where the contract period is more than 6 months, compensation for price variation will be paid/ recovered.

37.02 The base date for working out such price variation shall be the last date on which tenders(price bids or revised price bids) were stipulated to be received.

37.03 The contractor shall submit certified copy of price of Diesel from retail outlet of IOC/BP etc. nearest to the worksite, as the case may be.

**37.04 Applicability of price variation (Summarised Position):**

Item of Work	Contract Period : Less than 6 months	Contract Period More than 6 months.
Transportation (Coal)	NIL	Price variation on diesel
Transportation (Sand)	NIL	-do--
Wagon loading/ Loading of Coal	NIL	-do-
OB removal (Loading & Transportation)	NIL	-do-
OB Rehandling (Loading & Transportation)	NIL	-do-
Drilling in Coal	NIL	-do-
Drilling in OB	NIL	-do-
Truck loading of sand (Mechanised)	NIL	-do-

**Note: Price variation clause as given above is also applicable for Hiring of HEMM contracts .**

**37.05.1 Price Variation on Diesel (Transportation)**

Diesel Price Variation Rate (per Te or per cum) =  $D \times 2/d \times R/C$

Where,  
 D = One way distance from colliery to destination in kilometres (minimum).  
 d = Distance covered per Ltr. of Diesel by the Transport Equipment in K.M.  
 C = Capacity of tippers (in Te or in cum)  
 R = Variation in the price of diesel from the base price (in Rs. Per Ltr. ).

*(NOTE: In the above formula, the value of 'd' will have to be standardised on the basis of studies through CMPDIL. Till standardisation of "d", the following two formulae will be used for transportation of Coal and OB/ Sand.)*

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

For OB/Sand: Diesel Price Variation Rate in Rs. per Cum =  $D \times R / 9$

Where,  
 D = One way distance from colliery to destination in kilometres (minimum).  
 R = Variation in Price or Diesel from the base price (in Rs. per Ltr.)



CMF 3.09

CONDITIONS OF CONTRACT

**37.05.2 PRICE VARIATION ON DIESEL (Wagon Loading) :**

$$\text{Diesel Escalation VF} = C \times (FL - FO)$$

- Where, VF = Price Variation /Te due to variation in cost of disel to be paid or recovered
- C = Consumption in Litre/Te to be taken as 0.066 Litre/Te
- FL = Revised price of disel
- FO = Base price of disel

**37.05.3 Price Variation on Disel for loading of Coal and OB / Sand**

Loading of Coal by Pay Loader :

Diesel Price Variation Rate in Rs. per Te. = 0.066 x Variation in the price of disel per Ltr. from base price

Loading of OB / Sand by Excavator :

Diesel Price Variation Rate in Rs. per Cum. = 0.25 x Variation in the price of disel per Ltr. from base price

Loading of Sand by Pay Loader :

Diesel Price Variation Rate in Rs. per cum. = 0.116 x Variation in the price of disel per Ltr. from base price

===== X =====

CMF 3.10

**GUIDELINES FOR PUBLICATION OF TENDER NOTICE  
( For Transport Contracts Only )**

For transport 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) Calcutta e.g. The Statesman
- (d) Chennai e.g. The Hindu

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 3.11		
<b>COAL INDIA LIMITED</b> <b>SCHEDULE OF PRICE OF TENDER DOCUMENTS FOR</b> <b>CONTRACTS OF Rs 50 LAKHS AND ABOVE</b>		
SERIAL NO.	ESTIMATED VALUE OF CONTRACT Rs.	PRICE OF TENDER DOCUMENTS EXCLUDING SALES TAX, IF ANY Rs.
1.	Rs. 50 lakhs and upto Rs. 2 crores	Rs.1,500/-
2.	Above Rs. 2 crore and upto Rs. 5 crores	Rs. 3,000/-
3.	Above 5 crore	Rs. 5,000/-
<p><b>NOTE :</b></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 will be charged extra.</p>		

CMF 3.12		TENDER - TRANSPORTATION OF COAL SAND		DATE :		
COMPANY :			AREA :			
<b>PART II</b>						
PRICE BID ( In Sealed Cover )						
					<b>Particulars</b>	
1. NAME OF TENDERER :						
2. ADDRESS OF TENDERER :						
3. OWNERSHIP STATUS OF THE TENDERER :						
4. NAME OF PERSON/ OFFICIAL (with designation ) authorised to submit price bid						
5. AMOUNT OF EARNEST MONEY DEPOSIT : ( @1% OF Estimated Value subject to maximum of Rs.50 lakhs)						
6. DATE OF OPENING OF TENDER : (As per Tender Notice )						
7. MINIMUM QUANTITY OFFERED :						
Quotation of rates for 1 year/ 2 years as under						
PARTICULARS		COLLIERY				
		1	2	3	4	5
Coal to be transported from colliery in Group A or B or C by tipping truck						
Quantity offered for transportation in a period of one year or two years						
Rate per MT for items of work of transportation Pit-head to stockyard/ dump.						
Stockyard to railway siding/ CHP						
Pit-head to crusher						
Crusher to railway siding/ CHP						
Pit-head to railway siding / CHP						
Breaking and picking of coal manually by contractor's labour						

CMF 3.12 TENDER - TRANSPORTATION OF COAL SAND DATE :					
COMPANY :			AREA :		
PARTICULARS	COLLIERY				
	1	2	3	4	5
Loading manually/mechanical means in wagons by contractors labour					
Rate per MT of transportation and unloading by tipping trucks, inclusive of departmental rehandling charges for side dumped coal at.....Washery					
Sand to be transported to collieries in Group A or B or C or D					
Quantity offered in cubic metres for transportation in a period of one year or two years					
Rate per cubic metre for transportation From.....River Ghat by truck					
From .....Ropeway dump by truck					
For loading and unloading manually by contractor's labour					
From .....shore plants by tipping trucks. No. charge for loading / unloading/					
<hr/> SIGNATURE OF TENDERER					
NOTE : Tenders for transportation OC Coal/ sand to furnish particulars as are relevant for respective item of work					

CMF 3.13 ( For internal use only )										
CIL					TENDER EVALUATION					
COMPANY :				AREA		TENDER NOTICE NO. :				
						DATE :				
PART I										
Date of Opening : ( General and Technical Conditions ) Transportation of Coal/ Sand										
1	2	3	4		5	6	7	8	9	10
Sl. No.	Name of the Tenderer	Present in person or by representative	FLEET STRENGTH							
			Details of Trucks/ Pay Loaders owned by the Tenderer with registration mark	Nos. of trucks / payloaders to be deployed with certificate from the owners to ply under the tenderers	Past experience 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 works	Financial resources Bankers reference with volume of transaction during past 3 years Balance sheet or other proof of soundness	Permanent Income Tax Account No.(PAN)	Whether Proprietorship/ partnership/ Limited Company with copy of Articles of Association as the case may be	Earnest Money Amount and Draft No.	Whether terms and conditions as per Tender documents accepted / or Conditional Tender

CMF 3.13 ( Contd.)

**Assessment and Evaluation**

			B I D D E R S				
			No.1	No.2	No.3	No.4	No.5
1.	Particulars 4 to 9 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 column 10 compiled	Yes/No					
6.	If not, whether the conditions have been waived on negotiation	Yes/No					
7.	Recommendation whether Part II should be opened	Yes/No					

Signature .....  
Tender Committee Members

CMF 3.14 ( For internal use only )

CIL TENDER EVALUATION																
COMPANY :					AREA					TENDER NOTICE NO. :						
DATE :																
PART II																
Transportation of Coal by Tipping Trucks to..... Rly Sdg. / CHP																
( Group - A/ B/ C/ D )																
Sl. No.	Name of the Bidder	Present in person or by representative	Name of colliery from where Coal to be transported					Qty. offered for transportation ( Min. Qty. Fixed .....MT)	Rates per MT quoted for items of work as per Tender Documents							
			Coll. 1	Coll. 2	Coll. 3	Coll. 4	Coll. 5		Pit head to Stock Dumping ground loading by Contractor's pay loader/ departmentally	Pit head to crusher loading by Contractor's pay loader/ departmentally	Pit head to Rly. siding/ CHP loading by Contractor's pay loader/ departmentally	Stockyard / dumping ground to Rly. sdg. loading by Contractor's pay loader/ departmentally	Crusher to Rly. siding loading by Contractor's pay loader/ departmentally	Breaking and picking of Coal manually by Contractor's labour , if a separate item of work	Loading of Coal in Wagon manually by Contractor's labour , if a separate item of work	
1	2	3	4					5	6							
	X & Co.		√					√	Rs. 5 col. 1				Rs. col. 1		Rs. 2 col. 1	
	Do			√				√								
	Y & Co.				√			√								
	Do					√		√								
	Z & Co.						√	√								
	Do		√					√								

Notes : 1. (i) A bidder offering to transport coal from more than one source i.e. colliery , the rates quoted should be indicated separately against the colliery giving the tick mark in the respective sub-head of col. 4 so that number o bids received for each colliery can be determined.

(ii) After rates quoted by the respective tenderers are entered in the comparative statement, determine the number of bids received against the respective collieries under col. 4.



CMF 3.14 (Contd.)

(iii) Identify the rates quoted for different items of work under col. 6 with the collieries giving brief reference against each individual items.

(iv) After such identification ascertain the overall lowest covering more than one item of work i.e. L1, next lowest i.e. L2 and so on each colliery.

2. Compare the L1 rates of the respective collieries with the existing rate and asses reasonableness of the rate quoted based on available dates e.g. market rates, rates quoted for similar distance or higher distance etc. and record.

Assessment of Tender Committee

Colliery No. 1 -

Colliery No. 2 -

Colliery No. 3 - and so on

3. Ascertain whether L1 tenderer has applied for the full quantity of work transportation for the colliery .

Colliery No. 1 - Qty. of transportation

Qty. Applied

Colliery No. 2 - Qty. of transportation

Qty. Applied

Colliery No. 3 - Qty. of transportation

Qty. Applied and so on

4. If so, assess the capability based on particulars furnished in Part I i.e. Fleet strength, Past experience of doing similar work , reputation or other informations as are available with the TC and record assessment

Assessment of Tender Committee

Colliery No. 1 - Name of the L1 Tenderer

Colliery No. 2 - Name of the L1 Tenderer

Colliery No. 3 - Name of the L1 Tenderer and so on

Signature .....  
Tender Committee Members

CMF 3.15

**WORK ORDER**  
(Specimen Form Contents )

..... COALFIELDS LTD  
(A subsidiary of Coal India Limited)  
Office of the General Manager, Transport Division  
Adress.....

No. CMS\TPT-COAL\AREA- \04-05\W.O. No. ....  
No. CMS\TPT-COAL(W)\AREA- \04-05\W.O. No. ....  
No. CMS\TPT-SAND\AREA- \04-05\W.O. No. ....

**Work Order Agreement**

To  
M/s .....

Dear Sirs,

Sub : Transportation of Coal/Sand \*\* for.....Colliery in.....Area.

Pursuant to the Tender Notice No. .... dated ..... Tenders were invited for the above-mentioned work and were opened on..... in the presence of of tenderers or their representatives and you had submitted a tender in response to the aforesaid Tender Notice as per the terms and conditions stipulated for submission of such tenders which form part of this Work Order.

2. The management of ..... Coalfields Ltd. having decided to award the work in your favour, the work is awarded to you for a period of 1/2 year (s) commencing from ..... (date) on the following terms and conditions :

3. Work Description : .....  
Quantity of Transportation of Coal/ Sand : .....  
at the following rates :

Items of Work	Quantity	Rate per M.T./ Cu.m.	Rs.
(i) .....	.....	.....	.....
(ii) .....	.....	.....	.....
(iii) .....	.....	.....	.....
and so on			
		TOTAL	_____

4. Minimum quantity of coal/sand to be transported, shall be ..... M.T./ Cu.m. per day and ..... M.T./ Cu.m. per week.

Security Deposit

5. Performance Security Deposit of 5% will have to be deposited by you within 28 days of receipt of LOA in any of the form given below:

CMF 3.15

**WORK ORDER**  
(Specimen Form Contents )

- 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.....

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

7. The performance security deposit shall be refunded to you after issue of completion certificate of the work by the Engineer-in-charge as per relevant clause of the contract. The retention money will be refunded on the expiry of 6 months from the date of completion as certified by Engineer-in-charge, subject to conditions that any defect/defects in the works if detected after issue of completion certificate is/are rectified to the satisfaction of Engineer-in-charge within the said period of six months or on completion of the rectification work as required. The security deposit shall bear no interest.

Payment of Bills

8. You shall submit monthly/fortnightly running account bills supported with receipt challans for the measurement of work/ certified by the official authorised by the company's purpose.

Progress Payments

- (a) 80% payment on presentation of the first fortnightly bill.
- (b) 93% of the bill for the second fortnight supported by certified measurements of the work for the whole month +13% of the first fortnightly bill to be released.
- (c) 2% of the Running Account bill to be retained towards income tax.
- (d) 5% of the Running Account bill to be deducted till the recovery of 5% of the total value of the work order as Retention Money, ( 2<sup>nd</sup> Part of security deposit ).

Statutory Obligations - on Contractor's Account

9. Statutory obligations for engagement of contract labour ( to be on contractor's Account ) are to be specified as under :

- (a) Maintenance of statutory records
- (b) Payment of workmen's compensation
- (c) Holding of licence as required under statute
- (d) Compliance with the provisions of safety regulations
- (e) Provision of medicines/ medical facilities to workmen to be engaged by the contractor.
- (f) Payment of wages/ other benefits to workers as per Wage Board award.

Penal Clauses/ Recovery of Damages

10. Penal Clauses/ recovery of damages are to be specified as under :

- (a) Any shortfall in the quantum of work to be done by the company at the risk and responsibility of the contractor.

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**WORK ORDER**  
(Specimen Form Contents )

- (b) Contractor to remain liable to reimburse such extra cost/ expenditure as is incurred by the company.
- (c) Forfeiture of security deposit due to unsatisfactory performance / violations/ breach of terms of contract.
- (d) Recovery of monetary loss/ damage to the company arising out of any action on the part of the contractor
- (c) Any other items of special nature for a particular unit.

Maintenance of Private Roads other than P.W.D. Roads where Trucks/ Tipping Trucks to Ply

11. It is the responsibility of the contractor

Change in Scope/ Nature of Work During Progress of Work

12. In case of any change in the scope/ nature of work during its progress, the contractor is to inform the management immediately and act as per the direction of the management.

Appointment of Sub-contractor by Contractor

13. This is not permitted generally except under special circumstances and reasons beyond control, with the approval of the company(e.g. strike by contractor's workmen or any other reasons of special nature beyond control).

Termination/ Cessation of Work with Notice

14. The management reserves the right to terminate the work by giving notice by displaying such notice on the colliery/ Area notice board, without assigning any reason. The measurement of the transportation in such eventuality be taken up to the date of such termination by the management.

Termination of Contract without Notice

15. The management reserves the right to terminate the contract under the following specific conditions/ circumstances :

- (a) Unsatisfactory performance of the contracted work
- (b) Involvement in action causing breach of peace and discipline within the company/area premises.
- (c) Failure to comply with terms and conditions of the contract
- (d) Moral turpitude
- (e) Violation of the provisions under various laws and awards in force from time to time as are applicable to the work
- (f) Any action on the part of the contractor which in the opinion of the management is detrimental to the interest of the company.

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**WORK ORDER**  
(Specimen Form Contents )

Production of Evidence for Payment of Government Dues Connected with the Work

16. The contractor is to produce evidence of payment of government dues(e.g.toll taxes, royalty for sand) which he is under legal obligation to pay to state government or any other legal authority to the company every month.

Escalation in the Rates

17. Escalation in the rates shall not be considered under any circumstances as the rates have been quoted and finalised for a given period for which the contract is to remain in force.

Fleet Strength

18. The contractor shall submit to the Area General Manager concerned before commencement of the work, a list of trucks/ tipping trucks to be deployed for the work with respective registration marks and the names and addresses of the owners of vehicles not owned by the contractor. Any change in the list furnished during progress of work shall be intimated immediately to the concerned Area General Manager.

Contractor's Representation at Site

19. The contractor shall depute his agent/ representative to be in charge of the work during the period of contract. The agent/ representative shall receive instruction on the contractor's behalf, from the Area General Manager or any official authorised by him for the purpose.

20. The above terms and conditions are, however, subject to review by the Management and may be revised/ altered in the interest of the work as may be mutually agreed upon.

21. The work order is being issued to you in duplicate. Please return the duplicate copy duly signed on all pages, as a token of your acceptance.

Yours faithfully,

General Manager, Contract Service

Copy To :

- 1) Concerned Technical Deptt.
- 2) General Manager.....Area
- 3) Corporate Finance

NOTES :

- 1) Draft Work Order is only a specimen form content.
- 2) Additional clauses e.g. Penal clauses/ recovery of damages, termination clauses, etc. may be inserted according to the requirement in a particular case.

*(\* \* This specimen Work Order is also applicable for Over burden/ Shale/ Extraneous material etc.. with appropriate modification mainly in the Description/ Details of work.)*

CMF 3.16		REGISTER OF CONTRACTS						CMS/CTD				
1	2	3	4	5		6		7	8	9	10	11
Sl. No.	Name of Contractor	Nature and Description of Contract/ Work	Project/ Area	Approval / Sanction		Contract/ Work Order		Value of Contract	Completion date as per Contract/ Work Order	Date Completed	Subsidiary Register Ref.	Remarks
				Date	Authority	No.	Date					
<p>Notes :</p> <ol style="list-style-type: none"> <li>1. To be filled up on signing of Contract/ Issue of work order</li> <li>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 contracts, Turnkey or Transportation Work contracts/ Work Orders so as to reveal on a particular date the total number of contracts running.</li> <li>3. The same Register may be continued for more than one year (since the running period of contracts are normally more than one year) leaving a folio before entering into details of contracts for the next financial year.</li> <li>4. While opening the subsequent volume, the date of opening the volume is to be clearly mentioned on the cover in bold letters, to identify the contracts entered for the subsequent period.</li> <li>5. New serial number should be given at the beginning of each financial year.</li> <li>6. Subsidiary Register to be maintained by section of CMS/CTD dealing with Items rate Contract, Turnkey Contracts, Transportation respectively.</li> </ol>												

CMF 3.17		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/ B.G. No. & Date	Drawn on/ Issuing Bank	Amount			
1	2		3		4	5	6

Note :

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 3.18		
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.		

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