



Ref. No: GM/JNR/CIVIL/2019-20/ 1083

Dated: 08-01-2020

WORK - ORDER

To,
City Construction Corp
Ramkrishna Pally, Main Gate
Durgapur - 713203

Sub.: - Award of Work for "Annual Maintenance of railway track at POCP – II railway siding under Jhanjra Area."

Ref. Tender Notice No.: GM/JNR/CIVIL/e-tender/19-20/162 dated: 19-09-2019

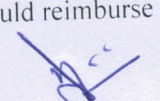
Tender ID: 2019_ECL_150433_1

L.O.I Ref. No.: GM/JNR/CIVIL/LOI/19-20/311 DT-03.01.2020

Dear Sir,

With reference to the above this is to inform you that your original offer to undertake the above subject work at a total value of ₹ 9,50,975.00 (Rupees Nine Lakh Fifty Thousand Nine Hundred Seventy Five) only (including P.F. & GST), which is 7.79 (seven point seven nine) % above of the estimate has been accepted to the following stipulation: -

- 1). All the materials required for the work will be arranged by you, unless otherwise mentioned.
- 2). The work shall be executed as per CPWD/PWD (WB) other mentioned specifications and contract rule (up to date) and enclosed please find a plan of work to be carried out.
- 3). The payment will be made as per quoted rate in tender Accepted offer.
- 4). The 1st part of 5.0% performance security deposit shall be ₹ 47,549.00. The earnest money of ₹ 9,100.00 deposited by you online along with e-tender has been taken into 1st Part of performance security deposit and the balance amount of ₹ 38,499.00 shall be deposited immediately after receipt of this letter of award as a token of performance security.
- 5). All running on A/c bill of the contractor shall be paid at 95% of work value. The balance 05% so accrued shall be paid after satisfactory performance of maintenance liability period.
- 6). The period of completion of the work shall be 365 (Three hundred sixty five) days. The date of commencement of the work shall be reckoned from the 10th day of issue of this letter or handed over the site whichever is later.
- 7). The work should be executed as per B.O.Q General Terms and conditions special terms and condition CPWD/WBPWD specification B.I.S. standard description of item as per accepted B.O.Q and instruction of E.I.C.
- 8). You are requested to submit registration/license under contract labour (Regulation & Abolition) Act 1970 within 10 days from the date of receipt of this work order and contract labour (Regulation and Abolition) Act 1971 Central rules and latest amendment thereof as well as that for EPF and ESI as applicable. Work should be executed only after submission of labour license & contract labour (Regulation & Abolition) Act, Central Rules & latest amendment thereof as well as that for EPF & ESI as applicable.
- 9). You shall ensure implementation CMPF and Miscellaneous Provision Act 1948 and allied scheme framed there under in respect of workers deployed by you and will have to recover statutory dues and deposit the same along with employer's contribution (Contract share) to the respective CMPF and to submit statutory return with intimation to the principal employer.

- 10). All taxes local municipal provincial or contract etc, and cess royalties etc. are payable or may become payable during the entire period of contract shall be to the contractor's account and shall be deemed to have indicated in the rate for the work to be executed.
- 11). Any materials brought at site by you shall be got approved by the Engineer-in charge before use.
- 12). You shall be responsible for the water & electricity required for the work and worker.
- 13). Job should be carried out as per instruction and guidance given by Engineer-in-charge.
- 14). You shall be entirely responsible for the payment of dues to worker as award regulation in force. You will strictly abide by the rule laid down in contract labour (Regulation & Abolition) Act and any violation of the provisions will automatically terminate your contract.
- 15). You will make your own arrangement for the accommodation facilities to your worker.
- 16). You will keep the stores supplied in safe custody and utilize them properly. Any misuse or excess use made will be recovered from you.
- 17). Any stores purchased by you and brought in the site should have permission and approved from competent authority and proof of purchase should be produced when required.
- 18). The quality of workmanship should be maintained by you and the inspection report of the Engineer shall be final.
- 19). If for any reason you have to make a protest / complaint the same should be made in written to the site Engineer and copy forwarded to Area Office.
- 20). You shall be present when measurement for the work done/taken by the Engineer/Overseer.
- 21). Payment of Wages including **CMPF / EPF** etc. to workman as per **Minimum Wages Act** (Relevant/ Applicable) has to be made through Nationalized Bank only. However, in case of mine related works, recommendations of high power committee of CIL are to be followed as applicable. The contractor should get the account opened by the workers engaged by him/them. The contractor shall prepare wages sheet for his/them employees in triplicate copy of which shall be regularly submitted to the Personnel Department and a copy to this office. The responsibility of the contractor in respect of all payment to his/their employees will be complete & absolute. The Company (ECL) shall have no liability whatsoever in the regard and shall be fully indemnified by the contractor against any claim arising of any non-payment short-payment/dispute/award.
- 22). You shall have to declare in writing the maximum workers in a day likely to be deployed in the contract rule as per (Regulation & Abolition Act 1970).
- 23). Contractor shall have to pay compensation as per rule in case of untoward incident or death of his workmen while on duty.
- 24). All contractor's workmen should have initial medical exam, PHE, initial V.T. and refresher training and on job training as per Mines rule.
- 25). Contractor shall have to supply all safety materials to his workmen.
- 26). The contract can be terminated after assigning proper reason by the company after giving 15 days' notice. You will be paid final dues after measuring the work done till date after recovery of all dues for store etc. and the cost involved for executing the balance work by other debit agency, if you fail to execute the work shall be recovered from you or action may be taken as per standing terms & condition of ECL.
- 27). The contract can be terminated by the company if it is found that information furnished by you for registration or at the time of tender were false and action may be taken as per standing terms & condition of ECL.
- 28). Group insurance in favour of the persons engaged for the work being done in the mines by the contractor shall be taken by him and payment of premium for insurance is the responsibility of the contractor & however the Contractor will pay the insurance premium and there after CIL would reimburse subsequently.
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- 29). You will have to produce the proof of royalty, cess payment/Royalty clearance certificate from appropriate State Govt. Authority at the time of final payment.
- 30). You have to ensure implementation of CMPF/EPF and Miscellaneous Provision under Act 1948 as applicable and you should submit proof thereof.
- 31). Your awarded value is inclusive of GST @ 18%, however if any changes against the GST Act 2017 occurred during the contract period, the same shall be applicable accordingly.
- 32). The Contractor shall abide by all the corresponding Rules and other compliance of the GST Act 2017.
- 33). The Notice inviting tender (NIT), General terms conditions (GTC), Letter of BID & Undertaking as accepted by you during the bidding is the part of this work order/Agreement.
- 34) GST, TDS shall be deducted as applicable from the payment made/credited at the rate specified u/s 51 of CGST/SGST Act 2017 with effect from the date notified by the Government for such deduction.
- 35). It is mandatory to upload all necessary information regarding contractual labour to be deployed by you against this work in the CLIP portal of Coal India Ltd. within 15 days of issuance of LOA/Work order.
- 36) The attendance of Contractor's employee shall be through Biometric Attendance System. The device will be installed by the contractor.
- 37) You have to deposit ₹ nil only as additional performance security money.
- 38). Please acknowledges the receipt of this work order and submits your written acceptance within weeks' time from the date of issue of this work order. You are requested to contact the concerned/respective Engineer for taking up the work.

Yours faithfully

A. Maitra
6-1-20
General Manager
Jhanjra Area, ECL

Yours faithfully

[Signature]
6/1/2020
Area Engineer (civil)
Jhanjra Area, ECL
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Copy to:

1. CVO- ECL-HQ, Sanctoria
2. General Manger-JNR
3. GM (M) / Agent – JPC
4. AFM/JNR- BC. No: JNR/REV/Misc-others/19-20/158 dated-03-01-2020 for ₹ 9,50,975.00
5. Area Sales Officer - JNR
6. Dy. Manger (civil)-JNR : Sri Sunil Kumar
7. Account officer(F)-JNR : Sri Vishal Chaudhary
8. S.O.E.(civil) – JNR : Sri A. Acharjee
9. Overseer (civil) – JNR : Sri S. Upadhayay
10. L.E.O.©, Ukhra
11. Accountant(C)-JNR : Sri Sukanta Ghosh
12. Dealing Clerk(Civil)- JNR : Smt. Riya Mitra
13. Office copy, Civil Engg. Deptt.,JNR