

ईस्टर्न कोलफील्ड्स लिमिटेड
(कोल इंडिया का एक अभिन्न अंग)
अध्यक्ष-सह-प्रबंध निदेशक का कार्यालय
सांकेतोडिया, पत्रालय -डिसेरगढ़,
जिला-पश्चिम बर्धमान, पश्चिम बंगाल - 713333
संविदा प्रबंधन विभाग
सी.आइ.एन.-U10101WB1975GOI030295
वेबसाइट -www.easterncoal.nic.in
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EASTERN COALFIELDS LIMITED
(A subsidiary of Coal India Limited)
Office of the Chairman-cum-Managing Director
Sanctoria, P.O.: Dishergarh,
Dist.-Paschim Bardhaman, West Bengal - 713333
Contract Management Cell
CIN-U10101WB1975GOI030295
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Ref.No.: ECL/HQ/CMC/W.O/Jambad OC Patch / 347

Date: 10.07.2019

To
M/s MMB-PMIW(JV).
Gurudwara Road, P.O.-Ukhra
Dist-Burdwan, Pin-713363
West Bengal

Sub : Work order for "Hiring of HEMM for Removal & Transportation of 40 L.Cum of OB of Jambad OC Patch of Kajora Area"

Ref. NIT No : ECL /HQ/CMC/e-tender/Jambad OC Patch/180 Date: 13.04.19

Tender ID No : 2019_ECL_136628_1

LOA : ECL/HQ/CMC/LOA/Jambad OC Patch /255 Date: 30.05.19

Share of JV

MMB 50%

PMIW 50%

Dear Sir,

With reference to above, this is to inform you that the competent authority has approved award of the subject work in your favour at a total cost of **Rs. 27,18,80,000.00** (Rupees Twenty seven crore eighteen lakh eighty thousand only) including all taxes but excluding explosive cost, payable escalation/de-escalation & GST on the terms and conditions provided in the NIT, the tender document and also as given below.

1. The item wise rate quoted shall be exclusive of GST. GST will be paid extra, if payable. Payment of GST by the service receiver (i.e. ECL), to the service provider would be made only on the later submitting a Bill and Invoice in accordance with the provision of relevant GST rules. Input Tax credit is to be availed by paying authority as per rule. Payment of GST is the responsibility of the service provider
2. The completion period for the work will be 455 days (01 Year 03 Months). The work shall be deemed to have commenced on the expiry of 30 (Thirty) days from the date of issue of letter of acceptance or one week from the date of handing over the site of work whichever is later. However, preparatory works shall be started from 10th day of issue of LOA

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Scope of work :-

1. Excavation, and Transportation of OB – Lead (0-1 Km) = 8.00 L.Cum @ Rs.61.89/Cum

2. Excavation, and Transportation of OB – Lead (1-2 Km) = 32.00 L.Cum @ Rs.69.49/Cum

(To be executed as per enclosed BOQ).

3. Explosive :

Excavation, drilling as required for removal of OB & Coal will be done by the contractor as per instruction of EIC whereas blasting, if required, will be done by the deptt. free of cost. Supply of explosives, detonators & related materials will be made available by ECL and the services of statutory supervisory personnel as required for blasting work will be provided as and when considered necessary by the management free of cost. The contractor shall have to submit necessary programme after completion of drilling with proper blast hole design for taking up blasting work whenever necessary to ECL authority well in advance for uninterrupted progress of work.

4. The initial joint survey measurement of the work shall be carried out by Area authority in association with CMPDIL and representative of contractor at suitable grid, on the basis of which handing over note shall be prepared and work will start thereafter. Final joint measurement also shall be taken jointly by the aforesaid team.
5. The progress of work should not be less than the targets specified in the work schedule of the tender document which will be reviewed periodically. Failure to achieve the desired target as per schedule mentioned in the tender documents will invite penal action as per terms of the tender documents.(Clause no. 6.2 of GTC).

6. De-watering as required, the contractor shall have to arrange diesel operated pump/s and other accessories, as required for pumping, cooling fire in the entire operation of the work including at the coal benches.
7. Arrangement for fire fighting, if encountered, in either OB or Coal shall be the responsibility of the contractor.

You will have to make your own arrangement for deployment of all necessary manpower, diesel operated HEMM / Machineries, all matching equipment and tools and plant etc. as required in terms of tender document for successful execution of the work within the stipulated time limit.

8. As per Clause no. 12(XV) (d) of GTC, electric power, if available, may be made available for the work by the employer at one point within the site or near the site on conditions as specified: The contractor shall arrange at his own cost necessary cabling/wiring, switch board, switch gear etc and shall be responsible for the safe maintenance. Distribution arrangement shall be done by the contractor at his cost as per approved layout. Distribution arrangement shall be shifted and rerouted at the contractor's cost during execution of work, if same is required for continuation of work or for any unforeseen reason. The contractor shall install metering devices for recording of energy consumption. Tariff will be deducted as per Company rules. No extra payment will be made and no extension of time period will be allowed on account of power failure or delay in providing of power due to non-availability of such facility near the site. No idle wages will also be allowed on this ground. The contractor shall remove immediately on completion of the work such distribution system and all installations and make good, to the satisfaction EIC, all the damages sustained. The contractor shall employ certified and licensed electrician for carrying out the work and its maintenance.

9. Arrangement of electricity and water (drinking & industrial) is to be made by the contractor.

10. The total Security Deposit shall consist of two parts :
- Performance Security to be submitted at award of work and
 - Retention Money to be recovered from running bills.

Performance Security for the work shall be Rs. 1,09,05,076.93 (Rupees One crore nine lakh five thousand seventy six and paisa ninety three), i.e. 5% of annualized value of total contract amount. Total amount of Rs. 1,09,05,076.93 which you have already deposited through BG and their banks name and BG Nos. are follows:-

Name	B.G NO	BG ISSUED DATE	BG Amount	Issuing Bank
MMB-PMIW(JV)	2328IGPER000519	25.06.2019 Valid upto- 20.03.2021	Rs.1,09,05,076.93	UCO Bank Ukhra Branch

The bid security deposited in the form of the Bank Guarantee as Earnest Money from your end shall be discharged by the deptt. as you have already deposited performance security Rs. 1,09,05,076.93 (Rupees One crore nine lakh five thousand seventy six and paisa ninety three) through BG.

Retention Money shall be deducted at 5% from running bills.

All Running on Account Bills shall be paid at 95% or at an applicable percentage as will be communicated by company from time to time. The balance will be treated as Retention Money and will be second part of security deposit.

Since, the contract is for more than one year, Retention Money may be refunded to the Contractor annually on submission of Bank Guarantee of equivalent amount subject to satisfactory performance of the contractor during the year as per clause no 4.3 of GTC.

- The contractor will upload the details in respect of contractors' labour employed by him in Contract Labour Payment Management Portal of CIL for the contract issued for the said work within 15 days of starting of work and will update the same as and when required.
- As per Clause no. 8 of Special Term & Condition, contractor shall not have any claim whatsoever for the idleness of his equipment / dumpers due to non-availability of working site or any dislocation in route and / or for any other reason.
- The Contractor shall have to make payment to all workers HPC wages as per clause no. 12 (xi) of GTC, related to Employment of Labour, Payment of wages and Provident Fund Deduction. The execution of work shall be done by deploying machines / equipment through only regular employees of the contractor. The contractor shall also comply with statutory requirements under CL(R&A) Act and also obtain labour license.
- The contractor shall not engage any person of less than 18 year age or females during night hours as required by relevant law.
- The contractor/contractors shall not pay less than the HPC wages fixed (notified and prevalent during submission of the bid for mining activities as per policy decision of the ECL/CIL valid from time to time) in respect of his employees of different categories.
- 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 authorized representative, who shall duly witness all payments by the contractor to his employees. For this purpose, the contractor shall notify the wage period(s), day/date and time of payment.

The payment of wages to the workers should be made through Bank.

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. The Contractor shall also

deposit the contribution in accordance with such scheme. The company shall have no liability whatsoever in this regard.

17. The contractor shall arrange treatment facilities to contractor's workers. However, treatment facilities, as available at company's hospital and dispensary shall be provided to contractors' workers, in case contractor wants to avail it. The treatment facility at company's Hospitals / Dispensary shall be free of cost, but to the extent of available medicines, pathological examination and other surgical treatment. Such facilities shall not be applicable to worker's spouse or dependent.
18. The contractor should issue Identity Card to the workmen deployed by them with photograph duly attested by him which the employee shall always carry with him while on work and produce for Inspection whenever required.
19. The contractor shall familiarize 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, Labour Laws, Insurance etc. and shall be fully responsible and liable for the due observance of the same. The company shall have no responsibility / liability whatsoever on these accounts. The contractor shall fully indemnify the Company against any claim/dispute/reference Award, etc. arising out of the same. 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, Regulation, 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.
20. The contractor shall prepare the wages sheet for his employees in duplicate, a copy of which shall be regularly submitted to the Engineer-in- charge of the project.
21. 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.
22. In case any accident occurs or any injury is caused to any employee of the Company by the vehicles/equipments of the contractors or by any act of omission/ commission on the part of the contractor's representative/ employees, the compensation for the same, as provided in law or as assessed by the company shall be recovered from the contractor along with the costs and expenses incurred by the company on the same. (Clause no. 12 (xi) of GTC)
23. **Under the Clause No.8.10 of GTC:-**
The company reserves the right to recover/enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the contractor are the subject matter of arbitration or not. The amount of such overpayments may be recovered from the subsequent bills under the contract, failing that from contractor's claim under any other contract with the company or from the contractor's security deposit or the contractor shall pay the amount of overpayment on demand.
24. Payment of wages to all employees engaged by the contractor for fulfillment of the job should be made through Bank cheques / RTGS.
25. You shall make necessary payments of the Provident Fund for the workmen engaged/ employed by you for the work as per the laws prevailing under provisions of CMPF and Allied Schemes and Miscellaneous provisions Act-1948 or Employees Provident

26. Pre-work level sections will be worked out jointly with the department before the start of the work as per Clause No.5 of Special Notes & Additional terms & Conditions of the tender document. Sections drawn on the basis of pre-level, intermediate levels, post levels, taken jointly shall form the basis of certification of quantities and payment thereof.
27. The contractor should ensure use of water-sprinklers regularly to ensure settling of dust particles.
28. You have to comply the provision of contract labour (Regulation & Abolition) ACT 1970.
29. A) **VOCATIONAL TRAINING**
1) **OBLIGATION ON THE PART OF CONTRACTOR.**

- i) Contractor shall ensure initial and refresher vocational training to his employees and supervisors as per V.T. rule 1966 (read with any amendments) at the company's training centre. Training shall be imparted to all workers, well in advance, before deployment in the mines. Trainees completing the training successfully shall be issued Training Certificate/Card. Trainees shall be entitled to receive stipend as per V.T. Rule for the period of training concerned.
- ii) The Contractor shall pay stipend to the entitled trainees as per V.T. rule for the entire period of training through Bank. In case of failure to pay stipend, the employer shall pay the same to trainees who complete training successfully. Payment so made, shall be recovered from the bill of the contractor.
- iii) The cost of stipend to impart Vocational Training, may be included in the bidders quoted Price.
- iv) Contractor shall receive training card/ certificate for trained persons, from the employer's training centre. The contractor shall maintain record of such trained persons with copy of certificate. A copy of certificate be submitted to the Engineer-in-charge. Only trained persons shall be deployed for the contracted work.
- v) The Contractor shall arrange training on simulation and 3D Virtual Reality System

B) Under the Clause 2 B of STC

SAFETY REQUIREMENTS

The contractor shall comply with provisions of this agreement, applicable laws, and guidelines of DGMS and conform to Standard Industry Practice for securing the safety of Mines, Equipment and Individual on or about the site. The contractor shall develop, implement and administer a surveillance and safety programme for providing a safe environment on or about the mines. Safety measures shall be implemented during entire contract period or extended period. Safety requirement include measures associated with safe movement, safety management, safety equipment, fire safety, enforcement and emergency response.

The Contractor shall impart safety training to its employees and shall at all times be responsible for observance of safety procedure by its employees and agents.

The contractor shall comply with the instructions issued by Appropriate Government Authority and directions of Employer. The contractor shall also comply with the provisions of Mines Acts and rules made there under
All cost or expenses arising out of or relating to safety requirement shall be borne by the contractor.

Safety requirements to be complied.

1) General Aspect.

- i) Contractor shall submit list of person deployed for the work. No person shall be

- ii) All employees deployed for the work shall undergo IME and PME as per statute and the record of the same shall be maintained in the office of Manager.
 - iii) Contractor shall maintain form 'B' of his Employees and a soft copy shall be submitted to the Engineer-in-charge.
 - iv) Contractor shall issue "Identity Card" with photograph duly attested mentioning Name of contractor, Name of employee, Designation, DOB, Date of IME/PME, VTC and period of validity etc. to each employee. The Drivers / employees shall carry original identity card, while on work and produce for inspection whenever required.
 - v) Daily attendance shall be marked in form C/D/E for IN and OUT.
 - vi) Safety requirement shall be exercised round the clock. In case of non-compliance of safety requirements or any specific instruction given in writing by the Engineer-in-charge, the operation may be suspended till such non-compliance is rectified. In case of repeated violation of safety requirements, serious in nature, the Engineer-in-charge shall have right to suspend the work.
 - vii) Safe Operating Procedure (SOP)/Code of practice/traffic rule for the work shall be prepared and shall be displayed in working place/important places in languages understood by the workers. Risk assessment shall be conducted and safe method to deal the same shall be carried out. Copy of SOP and Site Specific Code of Practice shall be given to the EIC/Authorized representative. Contractor shall deploy qualified and competent person to ensure working as per statute and SOP.
 - viii) Contractor shall ensure Group Insurance for all employees for a minimum coverage of Rs. 5 Lakhs.
 - ix) Contractor shall ensure that working hours for his employees comply with relevant sections of Mines Act 1952 and modifications thereof.
 - x) Contractor shall submit list of all accidents and analysis thereof.
 - xi) Contractors workers shall not remain unattended on the floor of the working face. Breakdown in mines shall be attended by competent supervisor.
 - xii) Contractor shall provide roadworthy vehicle/pick up van for movement of maintenance/operator
- Safety requirement for equipment, vehicles and machinery**
- All equipment shall be provided with adequate safety features as per DGMS circulars. The operator's seat should be economically designed. Operator's cabin shall be air-conditioned and substantially strong to protect operator from dust, heat and noise. All equipment and vehicles shall have Audio Visual Alarm (AVA), rear view camera, proximity detection device, additional warning system for operator's fatigue, rear vision system, efficient brake, Turbo charge guard, front and rear light speed retarder etc. to conform to DGMS requirement. The transport vehicles shall have limiting speed device and load indicator and recorder. These shall be incorporated with AVA with sound level 5-20% higher than ambient noise level.
- The AVA should be of IP-67 compliance. Vehicles shall be fitted with Antiskid and Tail end protection system. In case of surface miner there shall be automatic water sprinkling arrangement and suitable firefighting arrangements. All drills shall be with wet drilling system and portable fire extinguisher.
- Road Worthiness of Vehicle:**
- All vehicles shall maintain / carry - (a) RC Book, (b) Valid Insurance, (c) Valid Pollution Clearance Certificate, (d) Valid Fitness Certificate, (e) Operation Manual & Maintenance Manual, (f) Any other requirement as per RTO.
- The contractor shall ensure regular checking, maintenance, and repair of all vehicles and equipment as per best industry practice and keep them in good condition. Record of such activities shall be maintained in a logbook and kept in operator's custody, which shall always be available for inspection by EIC or his representative. In case of deficiency, EIC shall have the right to prohibit deployment of such

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

Training Card shall be issued on completion of said training.

It should be made mandatory on the Contractor that only Training Card holder is allowed to work in the mine where outsourcing work is being carried out.

The contractor(s) will be entirely responsible for injury /death of his workers/ employees and must pay full /all compensation in all such cases as per law applicable.

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

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

31. **EXTENSION OF TIME:-** Completion of works after scheduled completion period shall need grant of extension at several stages. To facilitate continuation of work provisional extension may be granted by Engineer-in-charge as per provision of Cl. 6.5 of GTC.

Final extension in all cases shall be granted by Approving Authority. In case Approving Authority is Board, final extension may be granted by CMD.

32. **Maximum Extension of Time:-** In any case the extension period should not be more than the original contract period.

33. **'Hindrance Register'** should be maintained for recording the Hindrances. This shall be maintained on day to day basis and should be signed by both parties. Disputes if any should be decided by Engineer-In-charge or authority higher than him which should be binding on the contractor. In case of dispute, decision should be conveyed within 15 days from the dispute. The Contractor may request the company in writing for extension of time within 14 days of happening of such event causing delay stating reason also, if practicable, the period for which extension is desired. The company may, considering the eligibility of the request, give a fair and reasonable extension of time, including reasonable mobilization time (if required for completion of work after Force Majeure event is over) for completion of the work. Such extension shall be communicated to the contractor in writing by the company through the Engineer-in-charge within 1(one) month of the date of receipt of such request.

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

34. Payment for excess quantity of work done with the written instruction of Engineer-in-Charge for items already appearing in the Bill of Quantities of the work with approved rate will be made in the following manner –

- i) Upto 20% of the quantities provided in the agreement/deviated agreement (interim revision) with the approval of GM area for works awarded beyond the power of delegation of G.M.
- ii) More than 20% of the quantities provided in the agreement/ deviated agreement (interim revision) with the approval of approving authority. Where board is the approving authority with approval of C.M.D. of the subsidiary.

However, the above shall be applicable only when the overall executed value of the work remains within the agreement value / approved deviated value (interim revision), if any.

35. **Payment of deviated items** (additional/ altered items of work beyond the agreement schedule) shall be made in the contractors running on account bills, till the deviated estimate / revised estimate regularizing these items are sanctioned by the competent authority of the company, at the provisional rates and shall not exceed:

a) 75% of the rate recommended by the Engineer-in-Charge to the accepting authority of the company if the rate is available in the SOR of the company/rate is derived from available rate of BOQ.

b) 50% of the rate recommended by the Engineer-in-Charge to the accepting authority of the company, if the rate is analysed based on prevalent market rates considering materials, consumables, hiring charges and labour etc.

However, overall payment including deviated items shall not exceed, approved amount / deviated approved amount for the work and also shall not exceed 10% of the contract value.

36. QUALITY ASSURANCE: (As applicable)

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 there from, along with clarifications/explanations thereof, if necessary. Extracted coal shall be free from any extraneous materials like shale, rock etc. failing which the recovery shall be made as per the deduction to be made by the customer due to poor quality of Coal supplied.

37. SETTLEMENT OF DISPUTES

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

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

Effort shall be made to resolve the dispute in two stages:-

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

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

Disputes relating to the commercial contracts with Central Public Sector Enterprises / Govt. Departments (except Railways, Income Tax, and Customs & Excise) shall be referred by either party for

Arbitration to the PMA (Permanent Machinery of Arbitration) in the department of Public Enterprises.

In case of parties other than Govt Agencies, the redressal of the dispute may be sought through ARBITRATION AND CONCILIATION ACT, 1996 as amended by AMENDMENT ACT of 2015)

38. The contractor shall pay directly the ex-gratia amount of Rs.5 Lakhs to the same dependent as per clause no 12.(b) of GTC.

39. You have to submit the following documents at the earliest for execution of the agreement.

i) Non-judicial stamp paper of requisite amount and 25 nos. demi sheet.

ii) 6 (Six) copies Partnership deed, power of attorney, Article of Association, Joint venture

agreement.

iii) Schedule of deployment of HEMM & matching equipment, required to meet the target as per Time Schedule mentioned in tender documents.

Agency is requested to facilitate payment, through E- mode as per format enclosed.

All other Terms & Conditions shall remain as per the provisions of the NIT and the tender documents and clarifications submitted from your end.

BOQ of the said work and work schedule are attached along with this work order.

40. Base date of diesel price is 09.05.2019 & base diesel price Rs.66.48/ltr. (bulk) and AICPI & WPI is on May,2019. The diesel escalation/de-escalation payment shall be made or recovered as per bulk price

41. GM, **Kajora Area** will be the principal employer, he / his authorize representative shall be EIC of the Project and AFM, **Kajora Area** will be the paying authority.

You are also requested to sign on each page of the 2nd. copy of this work order as token of your acceptance of the award of the work and return the same to this office within seven days from date of issue of this letter.

Encl : 2nd copy of the Work Order, BOQ.
& Work Schedule

Yours faithfully,


General Manager (CMC)

Distribution:

1) C.M.D, ECL.

2) D (F)/D (T)P&P / D(T)OP/ D(P)- ECL/HQ.

3) CVO, ECL/HQ

4) GM, **Kajora Area**

5) GM (Finance)/ECL/HQ.- (Note: Budget will be given on presentation of bills as per actual production.)

6) RD-RI.CPMDIL-Asansol.

7) Regional Commissioner CMPF, Ushagram, Asansol.

8) GM (Proj & Plg) /GM-TS to CMD/ HOD (Survey)/GM (IE)/ GM (LRE)/GM (P&IR)

9) AFM / Area Survey Officer, **Kajora Area**

10) Chief. Manager (C/CMC), ECL/HQ.
