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| <p>कोल इण्डिया लिमिटेड (भारत सरकार का उपक्रम) COAL INDIA LIMITED (A Govt. of India Enterprise) कोल भवन "COAL BHAWAN" PREMISES NO: 04, MAR, PLOT NO: AF-III ACTION AREA-1A, NEW TOWN, RAJARHAT KOLKATA-700156 (WB)</p> |  <p>महारत्न कंपनी A Maharatna Company</p> | <p>CIVIL ENGG. DIVISION सिविल इंजीनियरिंग विभाग E-MAIL: gmcivil.cil@coalindia.in TEL: 033-2324 6633 FAX: 033-2324 6633 WEBSITE: www.coalindia.in CIN:L23109WB1973GOI028844 NEW TOWN, RAJARHAT KOLKATA- 700156(WB)</p> |
| <p>(An ISO 9001:2015,ISO14001:2015 & ISO 50001:2011 Certified Company)</p> | | |

Ref. CIL/CIVIL/R(M)/01/2018-19/ 28

Date: 26.04.2019

To,
M/s Ray and Mitra Enterprise
35E, Simla Road,
Kolkata - 700006

Sub: Work Order for "Annual Maintenance Contract of Sanitary, Plumbing and allied jobs at Rohini Housing Complex of CIL"

NIT Ref. No.: CIL/CIVIL/R(M)/01/2018-19/1165-75 dated 07.03.2019

Dear Sir,

Pursuant to the above Tender Notice, Bids were invited for the subject work. Bids were opened on 05.04.2019 and you had submitted a Bid in response to the aforesaid Tender Notice as per the terms and conditions stipulated for submission of Bid which shall form part of this Work Order.

2. The management of COAL INDIA LIMITED has decided to award the work in your favour for a period of **365 days** at a cost of **Rs.11,76,594.78 (Rupees Eleven Lakh Seventy-six thousand five hundred and ninety-four and paise seventy-eight only)** as shown in the enclosed bill of quantities.

Work Description "Annual Maintenance Contract of Sanitary, Plumbing and allied jobs at Rohini Housing Complex of CIL".

Enclosed Bill of Quantities is duly filled in as per accepted bid.

The above work is awarded to you on the following terms and conditions: -

a) The date of commencement of work shall be 10th day of issue of letter of acceptance/work order by the department or 7th day of handing over of the site whichever is latest.

b) Security Deposit:

Performance Security Deposit @ 5% of Contract amount will have to be deposited by you within 28 days of issue of this work order. You have already deposited a sum of **Rs. 12,900.00** as earnest money, which shall be converted into performance security and as such, the balance amount of **Rs.45,930.00** is to be deposited in shape of demand draft/Banker's cheque/pay order in favour of **COAL INDIA LIMITED** on any Scheduled Bank payable at its Branch at **KOLKATA**.

The Performance Security deposit shall be refunded after successful completion of the work and issue of Defect Liability Certificate (taking over certificate with a list of defects), if applicable. Retention Money will be deducted at 5% from your running bills. Refund of Security Deposit shall be governed as per clause 4.7 of Conditions of Contract of Tender Document. The security deposit shall bear no interest.

NIT No: CIL/CIVIL/R(M)/01/2018-19/1165-75 dated 07.03.2019



c) You have quoted Abnormally Low Rate (ALR) for item no. 3, 8, 9, 10, 11, 12, 13, 14, 15, 16.01 of item rate BOQ. ALR items will be dealt as per terms of tender document.

d) Payment of Bills

You will submit your RA bills for the works. Engineer-in-charge (E-I-C) shall then arrange verification of the bills(s) with reference to the measurement taken or to be taken or any other records relevant for the purpose.

Note: Further statutory deductions as per norms shall be effected.

e) Statutory Obligations - on Contractor's Account

The contractor shall maintain all records as per the provision made in various statutes including contract/labour regulation and abolition act and pay minimum wages to the labourer engaged by him as per minimum wages act or such other legislation or award of the minimum wage fixed by the respective state government or central government as may be in force.

The company does not undertake any responsibility for supply of any material and tools and plants. The contractor shall arrange all material, tools and plants and labour required for the work.

f) Penal Clauses/ Recovery of Damages.

The work shall be completed within 365 days as per work order. In case of failure to complete the work on or before the scheduled date of completion, compensation shall be payable @ 0.5% of contract price/revised contract price whichever is less per week of delay. The total value of such compensation shall not exceed 10% of awarded value/revised completion value whichever is lower. In case of failure to start the work within stipulated time, the company shall be at liberty by giving 15 days' notice in writing to start the work, failing which to forfeit the earnest money deposited by you and to rescind the work order. Additionally, you will be debarred from participating in the re-tender and future tenders for a minimum period of 12 (twelve) months.

g) Change in Scope/ Nature of Work During Progress of Work

In case of any change/deviation in quantity and items of the work during its progress, the contractor is to inform the E-I-C immediately and act as per the direction of the E-I-C.

h) Termination/ Cessation of Work with Notice

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 the terms and conditions stipulated in this work order.
- 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.

i) Payment of Government Dues Connected with the Work