



## **WESTERN COALFIELDS LIMITED**

**Office of the Chief General Manager  
Ballarpur Area : Sasti Township**

( A Govt. of India Enterprises )

FAX NO.: 07173 - 230076

Telephone No. 07173 - 230223

Regd. Office: Koyla Vihar, Civil Lines, Nagpur - 440 001.

Ref.No.WCL/AGM/BA/E&M/2014-15/ 219

Dated: 11.04.2014  
13

To,  
M/s Shree Balaji Travels,  
Opp. Hotel Kastoor, Raftoly,  
**GONDIA (M.S.)**

**// Register AD //**

Dear Sir,

**Sub:-Work award Letter for the work of "Hiring of 1 No. Private School Bus (Reg. No. MH 35K 3616 / MP 28PO 247) 54+1 seats capacity for Transporting School going children from Sasti Dhoptala Township to various schools of Rajura / Ballarpur in tip / perfect working condition to ensure trouble free transportation for 240 days in each Academic session on daily rental basis for 2 academic sessions (11 months each session) against the surveyed off school bus MCG - 5669. Total traveling distance will be 100 KM/day**

Ref:- Website Tender No..ba3650-enm-0097-2013-14 vide ref. no. WCL/AGM/BA/E&M/2014/5966 DTD. 03.01.2014.  
LOA No. WCL/AGM/BA/E&M/2013-14/8000 Dt. 23.03.2014

With reference to the above, we are pleased to inform you that your justified rate has been accepted by the management for award of the work as per details given below and for which this award letter is being issued in your favour on terms and condition as tendered;

- 1) Rate : **Rs. 4, 386/per day** per vehicle (on actual working day)
- 2) Time Schedule and date of Operation : To be decided by Area Personnel Manager, Ballarpur Area OR his authorized Representative.
- 3) Tenure of Contract : 11 months (Academic session 2013-14) from 26<sup>th</sup> March, 2014 and academic session 2014-15)
- 4) Date of Commencement : 26.03.2014
- 5) Paying authority : AFM, WCL, Ballarpur Area
- 6) Payment : 100% payment on monthly basis on completion of the Month of operation, within 15 days from the submission of bill.

**7) Financial implication for 1 no. Bus will come as below:**

- |   |                            |
|---|----------------------------|
| (A) Hiring charges for two years 240 days per year<br>(240 days x @ Rs. 4386/day x 2 years)   | <b>= Rs. 21, 05,280.00</b> |
| (B) Fuel charges of Diesel @ Rs. 62.84 per litre<br>@ 4 Kms per litre for 240 days (Consider actual working days)<br>(2 years x 100 Km x 62.84 x 240 days / 4 | <b>= Rs. 7, 54,080.00</b>  |
| (C) <b>Total (A + B)</b>  | <b>= Rs. 28, 59,360.00</b> |
| (D) Service taxes @ 4.944% (40% of 12.36%) of item C  | <b>= Rs. 1, 41,367.00</b>  |
| (E) Total cost of hiring for two years including service tax  | <b>= Rs. 30, 00,727.00</b> |

*GSL*

(Rs. 30,00,727.00)

**Website Tender No..ba3850-enm-0097-2013-14****(B) For Diesel Cost:**

The traveling distance per day will be for 100 Kms OR actual travels whichever is less. No diesel / lubricant shall be issued from company; cost of diesel would be reimbursed on monthly basis. Kilometer/litre of diesel: Vehicle with a minimum specific fuel consumption of 4 Km per litre OR actual whichever is more and diesel price will be considered as per the actual price on the 1<sup>st</sup> of every month.

● Service Tax extra will be reimbursed after submission of documentary evidence.

- 8) Payment shall be based on actual Kms. operated by the Bus or the certified lead whichever is less. This shall be verified from the Log Book kept for the purpose and should tally with the lead against certified lead. Reasons for variation from certified lead shall be recorded before payment is released. The verification of the Log Book shall be certified by the Area Personnel Manager, Ballarpur Area OR his Representative.
- 9) Cost of diesel on first day of every month will be considered for reimbursement on the monthly basis.
- 10) Two (2) days in a month may be given for maintenance as per mutual convenience & direction of controlling officer. The vehicle will be run under the administrative control of Sub Area Manager, Sasti Sub Area. The vehicle Regd. No. MH 35/K-3616 / MP 28PO 247 as the after by agency. Payment shall be made on monthly basis depending on the number of days the vehicle is used in a month.
- 11) You should indemnify with WCL about the accident of the vehicles.
- 12) You should provide Diesel driven Bus vehicles which should be registered within 3 years at the time of opening of tender Part-I & in well maintained condition and fulfil the statutory requirements.
- 13) All liabilities of your employees will be on your account; WCL will not entertain any claim direct or indirect on this account.
- 14) Vehicles engaged by you should have comprehensive insurance coverage with passenger liability. In case of Road accident, the contractor will be solely responsible for all damages including compensation to injured and deceased.
- 15) In case of death of workmen, compensation should be paid within 7 (seven) days by you. Recovery of this amount from your bill will be made from current dues or from final payment. All the above terms & conditions are however subject to review by the management and may be altered / revised in the interest of the work as may be mutually agreed upon.
- 16) You should have to keep one spare Bus 54+1 seater at site in running condition all the time to take care of any break down.



Contd...3...



**Website Tender No..ba3650-enm-0097-2013-14**

- 17) 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. The security deposit will be refunded after completion of the work and after all the claims are settled.
- 18) The Contractor shall ensure that the vehicles engaged by him shall comply with all the legal requirements of RTO, Permit, Insurance etc. and submit the documents to concerned executive or his authorized representative who controls the movement of vehicle.
- 33) The vehicles should be according to recommended policy on safety in transporting and code of safe practice recommended by I.R.T.E.
- 20) Any litigation, whatsoever during transportation shall be the liability of contractor.
- 21) In case the vehicle deployed on hire basis goes under breakdown, it is to be replaced by another good condition vehicle within responsible time. In case the party fails to replace the vehicle, another vehicle can be hired from the market on risk hiring basis. Extra charge if any incurred in hiring the replacement vehicle from market shall be recoverable from the contractor.
- 22) Driver to be engaged by you should be well behaved and they should not be under the influence of drink or drugs at the time of duty. Drivers must have valid driven license. Driver should be paid wages as per minimum wages rules by cheque payment only with the knowledge of controlling officer Sub Area Manager, Ballarpur Sub Area. All valid documents to be deposited to controlling officer for his reference so that road worthiness can be checked time to time
- 23) Vehicles should be owned by you as per NIT Condition.
- 24) WCL reserve the right to revise the norms in future, if found necessary
- 25) Management reserves the right to amend the condition as per company's guidelines applicable from time to time and without prejudice to the interests of the company (WCL)
- 26) The contractor shall maintain the vehicle in a condition so that it is road worthy.
- 27) The contractor shall ensure that the Driver engaged by him does not drive the vehicle at a speed more than the limit as prescribed by the Manager/Agent or different part of the colliery premises and must be VTC train at WCL.
- 28) The contractor should not remove his vehicles without the permission of the Area Management.
- 29) Toll tax will be reimbursed on actual basis subject the documentary evidence.
- 30) The contractor should not engage contractual workers that is to say that they will employ their regular workers against when P.F. And other statutory deductions are made as a proof of being their roll.



Contd...4...

**Website Tender No..ba3650-enm-0097-2013-14**

- 31) **CMPF and Pension:** The contractor/contractors shall make necessary payment of provident Fund for the workmen employed by him for the work as per the laws prevailing under provision of CMPF and Coal Mines Provident Fund and Coal Mines Pension Scheme, and Miscellaneous provisions Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be.
- 32) Temporary passes/token to be issued to the Contract Labourers which may be collected back every day in the evening.
- 33) And undertaking from the contractors may be obtained to the effect that the particulars of labourers provided by them are correct and they would be responsible for their conduct inside the Area.
- 34) No person should be allowed for travel in the Bus without Bus passes.
- 35) You should arrange for operating the Bus by employing your own persons and should bear all Expenses connected with operating the Bus such as wages of Driver Conductor, Fuel/Lubricant cost, maintenance cost including cost of spares, Statutory expenses such as RTO taxes, Insurance and any other expenses which are likely to incur on the vehicle during the course of the contract. If the fuel prices will go up the rate of payment will be revised proportionately.
- 36) WCL will make monthly payment as per the rate mentioned on Page-1 in the event of failure of The vehicles, you should provide alternate arrangement. In case of cancellation of any trip due to the failure of your part, penalty at double the contract charge on pro-rata basis will be recovered from you. Incase of cancellation of trip beyond 10% in a month, the contract is liable to be terminated by WCL at your risk and cost.
- 37) You should provide good condition Buses which are less than Three years old. All liabilities of Your Employees will be on your account. WCL will not entertain any claim direct or indirect on this account.
- 38) The vehicles engaged by you should comprehensive insurance coverage with passenger liability.
- 39) The contractor should not engage contractual workers that is to say that they will employ their regular workers against when P.F. And other statutory deductions are made as a proof of being their roll.

And undertaking from the contractors may be obtained to the effect that the particulars of labourers provided by them are correct and they would be responsible for their conduct inside the Area.

- (A) The security deposit shall consist of two parts;  
(a) Performance security to be submitted at the award of work and  
(b) Retention money to be recovered from running bills.

The security deposit shall bear no interest.

(B) The performance security should be 5% of contract amount and should be submitted within 28 days of receipt of work award letter by the successful bidders in any of the form given in document. The performance security @ 5% of awarded value of work Rs. 10,52,640/- hiring charges only for one year works out of Rs. 52,632/-

*Gfb*

**Website Tender No..ba3650-enm-0097-2013-14**

a Bank Guarantee in the form given in the bid document.  
Govt. Securities, FDR or any other form of deposit.

\* Demand Draft drawn in favour of "Western Coalfields Limited" on any scheduled Bank payable at its branch at Ballarpur.

If the performance security in provided by you 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 WCL.

© The validity of Bank Guarantee shall be for the period of one year or ninety days beyond the period of contract whichever is more.

© The Retention money shall be deducted at 5% from running bills. Total of performance security and Retention money shall not exceed 10% of contract amount i.e. Rs. 10, 52,640/-

You have deposited EMD of Rs. 4,116/- In the form of DD No. 083383 dtd. 03.02.2014 for on PNB, Gondia payable at Ballarpur shall be adjusted towards the performance security and the balance security (Rs. 52, 632 - Rs. 4,116) = Rs.48, 516/- which has to be deposited by you immediately at Area level.

- 40) 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.
- 41) All the other terms and conditions incorporated in the tender documents as well as NIT will also be governing the award of work.
- 42) The work award letter shall be deemed effective from **26.03.2014 to 25.03.2016 for 24 (Twenty four) months / 2 (Two) years / Two academic session 11 months each session 480 days.**
- 43) Vehicles should be engage by you as mentioned in comparative statement/as per clause No.2 (i) mentioned in NIT.

Please submit a non-judicial stamp paper worth Rs.100/- for execution of Agreement within a month from the date of receipt of award letter.

This issue with the approval of competent authority.

Yours faithfully,

*Gf*  
11/4/2014

**GENERAL MANAGER (E&M),  
WCL, BALLARPUR AREA**



Distribution:-

The AGM, BA

The GM (Opmm), BA

The AFM, BA...BC No.BA/RB/SOCM/E&M/VEH/Hiring/01/228/14-15 Dtd.31.03.2014  
for Rs. 15,00,000/-

The APM, BA

The SAM, SSA

The PM, SSA