

WESTERN COAL FIELDS LIMITED
OFFICE OF THE GENERAL MANAGER (NEW INITIATIVE)
COAL ESTATE , CIVIL LINES, NAGPUR – 440 001.
Ph.No. (0712)-2515284, email:gmnewtechnology.wcl@coalindia.in

Notice for Pre-NIT Meeting

A Pre-NIT Meeting is scheduled on **26.05.2022** at 11:30 A.M. at WCL, HQ. **COAL ESTATE, CIVIL LINES, NAGPUR – 440 001** with prospective bidders to discuss and finalize the NIT for following job:

Name of Work: Winning coal without blasting from Coal Seam V & IV (M) in Saoner Underground Mine-I, Nagpur Area of Western Coalfields Limited (WCL) by deploying **Continuous Miner or Similar Equipment Packages** with Continuous Cutting Technology on hiring basis including

- i) Scientific study for obtaining DGMS permission for introduction of Continuous Miner or Similar Equipment Package with Continuous Cutting Technology in Saoner Underground Mine, Nagpur Area and strata monitoring as required by DGMS.
- ii) To support the roof suitably in accordance with approved Strata Control and Monitoring Plan under Coal Mines Regulation 123 of CMR 2017.

Intending bidders can participate physically or through Web link:

<https://westerncoalfields.webex.com/westerncoalfields/j.php?>

MTID=m5e93d5ac3838dda55f7bc616b8efe8dd

Thursday, May 26, 2022 11:30 am | 3 hours | (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi

Meeting number: **2517 872 7221**

Password: KpkP3Sp5my4

Join by video system

Dial 25178727221@westerncoalfields.webex.com

You can also dial 210.4.202.4 and enter your meeting number.

DRAFT TENDER DOCUMENT is given below.

General Manager (Mining)/New Initiative

WCL HQ, Civil Lines, Nagpur

DRAFT OF TENDER DOCUMENT

CHAPTER – 1 (E-TENDER NOTICE)

WESTERN COAL FIELDS LIMITED
OFFICE OF THE GENERAL MANAGER (CMC)
COAL ESTATE , CIVIL LINES, NAGPUR – 440 001.

Ph.No. (0712)-2510048 Fax : (0712)-2510737, email: gmcontracts@westerncoal.gov.in

website of www.coalindiatenders.nic.in
or CPPP website of www.eprocure.gov.in

Ref. No. WCL/GM (CMC)/GLOBAL-BID/SAONER UG/CM/04

Date: _____

E-TENDER NOTICE No. HQ_CMC_GLOBAL _____ (Tender ID: _____)

1.1 GLOBAL TENDER NOTICE

Digitally signed and encrypted e-Tenders are invited under **Two Part system** on-line on the e-tendering portal of Western Coalfields Limited www.coalindiatenders.nic.in from the reputed and experienced contractors having Digital Signature Certificate (DSC) of minimum class-III type (with signing & encryption certificate) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India which can be traced up to the chain of trust to the root certificate of CCA, for the following work:

Particulars of Job	Quantity MT (Million Te.)	Time of Completion (3291 days)		Approximate Value (Rs.) (Excluding Goods & Service Tax)
		Scientific Study, DGMS Approval and Commissioning	Coal Production	
Description of work:- Winning coal without blasting from Coal Seam V & IVB M in Saoner Underground Mine-I, Nagpur Area of Western Coalfields Limited (WCL) by deploying Continuous Miner or Similar Equipment Packages with Continuous Cutting Technology in on hiring basis including iii) Scientific study for obtaining DGMS permission for introduction of Continuous Miner or Similar Equipment Package with Continuous Cutting Technology in Saoner Underground Mine, Nagpur Area and strata monitoring as required by DGMS. iv) To support the roof suitably in accordance with approved Strata Control and Monitoring Plan under Coal Mines Regulation 123 of CMR 2017. Product Size (Coal): (-) 100 mm Note: The total value of work is inclusive of all applicable taxes and levies excluding GST	10.01 Million Tonnes Minimum guaranteed Production in 1 st year - 0.51 MT 2 nd year - 1.10 MT 3 rd year - 1.20 MT 4 th year - 1.20 MT 5 th year - 1.20 MT 6 th year - 1.20 MT 7 th year - 1.20 MT 8 th year - 1.20 MT 9 th year - 1.20 MT	546 days (18 Months)	2745 Days (09 Years)	
Total Value of the work excluding GST: Rs. _____				
Add GST @ 18% on total value: Rs. _____				
Total value of the work including GST: Rs. _____				
(Total Rupees _____		rupees only)		

Note: The Bid document will be available on the following websites for downloading at free of cost.

1. www.coalindiatenders.nic.in

2. www.eprocure.gov.in

Details of GST registration of WCL

GSTIN of Western Coalfields Limited	MAHARASTRA	MADHYA PRADESH
	27AAACW1578L1ZW	23AAACW1578L1Z4

Technical Details of the Proposed Panel/Mine*

1	Mine / Project	Saoner UG Mine - I is a part of Saoner Rationalised Block in Kamptee Coalfield and is under the administrative control of Nagpur Area, WCL. It is proposed to replace the LHD-UDM / LDH-Coal drill combination operating in the mine by 2 Nos. of Continuous Miner Packages and each package to generate a production of 0.60 Mty.			
2	Extractable Reserves	The balance extractable reserves available in Saoner U/G Mine-I for CM deployment have been assessed as 11.510 Mt as on 01/04/2024 of which, 6.431 Mt are in Seam V and 5.079 Mt in Seam- IV(M). The average seam gradient is 1 in 8.			
3	Location of panels offered	Continuous Miner Package shall be operated Seam-V and Seam- IV (M).			
4	Seam thickness	The thickness of Seam V is varying from 2.40 to 5.74m and Seam- IV(M) from 2.12 to 8.53 m. The average seam gradient is 1 in 8.			
	Seam/Parting	Thickness Range (m)		Remarks	
	Seam V	2.40	5.74	Top most workable seam	
	Parting	20.04	66.51	Predominantly intercalations of sandstone, Grey shale, carb. shale with few coal bands.	
	Seam IV (M)	2.12	8.53	Maintains workable thickness in almost entire block.	
5	Borehole density within Mining block	30 BHs/km ²			
6	Land Acquisition Status				
	Particulars of Land	Mining Rights	All Rights	Surface Rights	Total
	Forest land	0.00	4.37	0.000	4.37
	Non-forest land (Govt. land)	8.65	43.24	1.94	53.83
	Non-Govt./ Private land	38.51	504.79	81.55	624.85
	Total Project Area	47.16	552.40	83.49	683.05
	Part of the land tabulated above has been acquired by Saoner Project. 374.11 ha has been notified for acquisition under All Rights. In this 374.11 ha, 33.13 ha is Govt. Land, 4.37 ha is Forest Land and the rest is Tenancy Land. The status of notification has crossed Section 11 stage. In addition, 47.16 ha land is to be acquired under Mining Rights. This 47.16 ha includes 8.65 ha Govt. Land and 38.51 ha Tenancy Land.				
7	Coal Transportation	The existing trunk belts (TB1, TB2 and TB3 and radial belts in 46L (3 nos.) shall be replaced by 1200mm wide belts of 600 tph capacity. The existing pony and gate belts shall be replaced by 1000mm wide belts of 300 tph capacity.			
8	Coal Handling Plant (CHP)	A small coal handling plant 2 x 40t storage capacity with 50t road weighbridge is existing near Belt Incline No. 2 of Saoner UG Mine-I. The distance of Saoner BG Siding is only 1.3 km from this CHP. The mode of dispatch of coal is by road up to BG Siding with the help of trucks.			
9	Power Supply	Present Maximum Demand-2000 KVA Future Maximum Demand-5071 KVA			

*For more details refer Chapter-5, **MINE PROFILE & GEO-MINING CONDITIONS**

Year wise Schedule of production from proposed CM Packages is tabulated as below

Year	Production (t)				
	Seam -V	Seam IV M	CM Package 1	CM Package 2	Total
1 st Year	510000	0	510000	0	510000
2 nd Year	1110000	0	600000	510000	1110000
3 rd Year	1200000	0	600000	600000	1200000
4 th Year	1200000	0	600000	600000	1200000
5 th Year	1200000	0	600000	600000	1200000
6 th Year	1052217	147883	600000	600000	1200100
7 th Year	168762	1031238	600000	600000	1200000
8 th Year	0	1200000	600000	600000	1200000
9 th Year	0	1200000	600000	600000	1200000

1.2 Time Schedule of Tender

S.No.	Particulars	Date	Time (hh:mm)
1	Tender e-Publication date		17.00 Hrs
2	Document download start date		10.00 Hrs
3	Document download end date		17.00 Hrs
4	Bid submission Start date		10.00 Hrs
5	Bid submission end date		17.00 Hrs
6	Start date for seeking Clarification online		10.00 Hrs
7	Last date for seeking Clarification online		17.00 Hrs
8	End date for providing clarification by WCL online		17.00 Hrs
9	Pre-bid Meeting		15.30 Hrs
10	Date of Opening of Bid of Part –I		11.00 Hrs
11	Date of Opening of Bid of Part –II (Tentative)		11.00 Hrs

- 1.3 Deposit of EMD: Rs.50,00000/- (Rupees Fifty lakhs only)** as Earnest Money / Bid Security (1.25% of the annualized value of estimated cost / estimated cost whichever is less, rounded off to next hundred rupees subject to maximum of Rs.50 lakhs) can be deposited by following modes:

The bidder will have to make the payment of EMD through ONLINE mode only.

In Online mode the bidder can make payment of EMD either through net-banking from designated Bank/s or through NEFT/RTGS from any scheduled Bank. In case of payment through net-banking the money will be immediately transferred to CIL/Subsidiary's designated Account of **Axis Bank** (Axis Aggregator Bank Net banking). In case of payment through NEFT/RTGS the bidder will have to make payment as per the Challan generated by system on e-Procurement portal and will have to furnish online the URN Number before submission of bid. Bidder will be allowed to submit his/her bid only when the EMD is successfully received in CIL/WCL's account of **Axis Bank** (Axis Aggregator Bank Net banking) and the information flows from Bank to e-Procurement system.

The earnest Money / Bid security of the unsuccessful bidder shall be refundable as promptly as possible and shall bear no interest.

No Bid will be accepted unless accompanied by requisite Earnest Money Deposit as stated above.

In case of exemption of EMD the scanned copy of document (attested by notary public) in support of exemption will have to be uploaded by the bidder during bid submission. However, this option

is to be enabled only in those cases where the exemption of EMD to some bidders is allowed as per NIT.

- 1.3.1. Online EMD will be collected centrally at one account at CIL/WCL HQ viz. Pool Account.
- 1.3.2. Bidder will be allowed to submit his/her bid only after his/her EMD is received by CIL/WCL.
- 1.3.3. EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the bidders whose EMD is to be forfeited). Refund will be made by an automatic process triggered by the online rejection of bids by the system/evaluator. The bidders should be given enough precaution in the NIT that bidder should make payment from their own account and any claim for non-receipt of the refund in any account other than the one from which payment of EMD is made, will not be entertained.
- 1.3.1 If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason then it will be paid through e-payment as per the prevalent manual system.
- 1.3.2 At appropriate stage of tender evaluation the EMD which is to be retained will be resettled to the respective Area Account by the system automatically.
- 1.3.3 Cash Book and other financial accounting will be done based on the system generated reports/ Reports from user department/ Bank statements.

1.4 Pre-bid Meeting

Pre-bid meeting in compliance with different manuals of CIL may take place, if required, after publication of Tender but in any case at least 1 (one) day before the start date of Bid submission. If a Pre-Bid meeting is held then the minutes of the Pre-Bid meeting shall be uploaded on the Portal, before start date of bid submission which can be viewed by all interested bidders.

1.5 Seeking Online Clarification by bidder

The bidder may seek clarification online within the specified period. The identity of the Bidder will not be disclosed by the system. The department will clarify as far as possible the relevant queries of bidders. The clarifications given by department will be visible to all the bidders intending to participate in that tender.

1.6 Eligibility Criteria

A. Working Experience: The bidders shall be a private, public or government owned legal entity or a combination of them.

- a. The Bidder must be a manufacturer of Continuous Miner or Similar Equipment with Continuous Cutting Technology and the same or similar equipment manufactured by the manufacturing organization must have produced at least 0.48 million tonne (80% of annualized targeted production) of coal from underground mines in any one production year (consecutive 365 days) during last 7 (Seven) years ending last day of month previous to the one in which bid applications are invited.

OR

- b. The bidder must have a legally binding agreement with a manufacturing organization or his authorized agent / dealer (provided the such authorized agent / dealer has such delegation of power on behalf of the Manufacturer to do so) which have successfully manufactured and supplied Continuous Miner or Similar Equipment with Continuous Cutting Technology and the same or similar equipment manufactured by the manufacturing organization must have produced at least 0.48 million tonne of coal from underground mines in any one production year (consecutive 365 days) during last 7 (Seven) years ending last day of month previous to the one in which bid applications are invited and the agreement must clearly confirm that the bidder would have all the supports and services from the said organization or his authorized agent / dealer up to the period / tenure of the contract.

OR

- c. The bidder must have produced at least 0.48 million tonne of coal from underground mines in any one production year (consecutive 365 days) using Continuous Miner or Similar Equipment with

Continuous Cutting Technology during last 4 (Four) years ending last day of month previous to the one in which bid applications are invited.

Data to be furnished by Bidder in Technical Parameter Sheet (TPS):

- i. Name of the bidder
- ii. Organization structure of the entity (i.e. private, public or government owned legal entity or a combination of them).
- iii. Under which Sub-clause of 1.6 A, participation is being made.
- iv. Whether the Bidder possesses the required technical capacity / work experience.
- v. Executed Quantity of Coal Production from Continuous Miner/ similar equipment in Te.

Note:

- i. The work experience of the bidder may be an ongoing work and the executed quantity shall be considered for evaluation.
- ii. In case the bidder is a Joint Venture, the experience of any one, two or three of the individual partners of JV or the JV itself may be furnished as work experience of the bidder.
- iii. In case the experience has been earned by the bidder as an individual or proprietor of a proprietorship firm or partner of a partnership firm, then 100% coal production quantity of experience will be considered against eligibility. But if the experience has been earned by the bidder as a partner in a Joint Venture firm then the proportionate quantity of coal production experience in proportion to the actual share of bidder in that Joint Venture will be considered against eligibility.
- iv. However, the participating share of JV partners shall be as below:
 - 1) Lead partner shall have at least 50% participating share in JV.
 - 2) Other partner(s) shall have at least 20% participating share in JV.

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):

For work experience bidders required to submit Satisfactory Work Completion/execution Certificate issued by the employer against the Experience of similar work containing all the information as sought on-line. Bidder should also submit Supply Order, Work order, BOQ and/or TDS along with the bid.

- B. Working Capital:** Evidence of possessing adequate working capital (at least 20% of the “Annualized value or Estimated value whichever is less” of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement. The bidder should possess the working capital within three months prior to the date of opening of tender.

- a. The intending Bidder must provide evidence of possessing adequate working capital of **INR _____ Crores** or equivalent US \$ inclusive of access to lines of credit and availability of other financial resources to meet the requirement.

(For conversion of US Dollars to Rupees, the rate of conversion shall be Indian Rupees [as on 60 (sixty) days prior to the date of invitation of Bid] to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date which is 60 (sixty) days prior to the date of invitation of Bid, and the amount so derived in US Dollars shall be converted into Indian Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily reference exchange rates published by the Reserve Bank of India for the relevant date. In case the reference exchange rate is not published by the Reserve Bank of India, any reference exchange rate referred by the Reserve Bank of India or the Government of India will be considered.)

The participating share of JV partners shall be as below:

- 1) Lead partner shall have at least 50% participating share in JV.
- 2) Other partner(s) shall have at least 20% participating share in JV.

In case of JV, the requirement of Working Capital under this clause shall be met as per the following proportion:

- a) The lead member shall have to possess at least 50% share in the required Working Capital in order to qualify in this tender.
- b) All other members shall have to possess at least 25% share in the required Working Capital, in order to qualify in this tender.

Data to be furnished by Bidder in Technical Parameter Sheet (TPS):

- i. Amount of available working capital inclusive of lines of credit and availability of other financial resources.
- ii. Date on which the bidder possesses the required working capital.
- iii. Name of the Chartered Accountant (CA).
- iv. Membership Number of CA who certifies the bidder's working capital on a particular date.
- v. Date of Issue of Certificate.

Note:

- i. The certificate of working capital is within 3 months of the date of opening of tender.
- ii. The value of working capital as certified by the CA is greater than or equal to the minimum requirement.
- iii. In case the bidder is a Joint Venture, the working capital of the individual partners of the JV will be added together for each financial year and is to be furnished as the working capital of the bidder for that particular financial year.

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):

The Certificate of Working Capital issued by a Practicing Chartered Accountant, having a membership number with Institute of Chartered Accountants of India, containing the information as furnished by bidder online.

- C. Financial Turnover:** The intending Bidder must have minimum financial turnover of **INR _____ Crores** or equivalent US \$ (65% of annualized contract value) in any year during last 7 years ending last day of month previous to the one in which bid applications are invited.

Note: Financial Turnover shall be given a weightage of 5% per year (average annual rate of inflation) to bring them at current price level.

In case, the Bidder is a subsidiary of a company and consolidated financial report is prepared by the holding company showing information / financial turnover of subsidiary separately, the same in respect of the subsidiary only shall also be considered to meet the eligibility criteria. In such case copy of a letter from the holding company to that effect will be required.

Data to be furnished by Bidder in Technical Parameter Sheet (TPS):

- i. Average Financial Turnover in INR
- ii. Date on which the bidder possesses the required Financial Turnover.
- iii. Name of the Chartered Accountant (CA).
- iv. Membership Number of CA who certifies the bidder's Financial Turnover on a particular date.
- v. Date of Issue of Certificate.

Note:

- i. The certificate of Financial Turnover is within 3 months of the date of opening of tender.
- ii. The value of Financial Turnover as certified by the CA is greater than or equal to the minimum requirement.
- iii. In case the bidder is a Joint Venture, the Financial Turnover of the individual partners of the JV will be added together for each financial year and is to be furnished as the turnover of the bidder for that particular financial year.

- D. Technical Parameter Sheet (TPS):** The bidder must agree, fill and submit Technical Parameter Sheet i.e. **TPS** on line.

Note: There must not be any discrepancy between the online submitted information and uploaded scanned copy of the documents.

- E. Equipment Requirement:**

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line:

The bidder is required to give an undertaking in the form of an Affidavit in the prescribed format to deploy matching equipments etc. as per NIT.

Data to be furnished by Bidder on-line:

Confirmation in the form of YES/NO regarding acceptance to deploy matching equipments as per NIT.

Technical evaluation by the System:

The system will evaluate "Yes" as eligible and "No" as not eligible.

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):

An affidavit confirming acceptance to deploy matching equipments as per NIT.

F. Permanent Account Number:

The bidder should possess a Permanent Account Number (PAN) issued by Income Tax Department.

Data to be furnished by Bidder on-line:

Confirmation in the form of YES/NO regarding possessing of PAN

Technical evaluation by the System:

The system will evaluate "Yes" as eligible and "No" as not eligible.

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):

PAN Card of the bidder.

G. Certificate of registration with provident fund authorities:

The bidder should possess a certificate of registration issued by provident fund authorities.

Data to be furnished by Bidder on-line:

Confirmation in the form of YES/NO regarding possessing of Certificate of Registration with PF authorities

Technical evaluation by the System:

The system will evaluate "Yes" as eligible and "No" as not eligible.

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):

Certificate of Registration of the bidder with Provident fund authorities

H. Goods and Services Tax (Not Applicable for Exempted Services)

The bidder should be either:

GST Registered Bidder under Regular Scheme.

OR

b) GST Registered Bidder under composition Scheme.

OR

c) GST unregistered Bidder

In respect of the above eligibility criteria the bidder is required to furnish the following information online:

i). Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT with respect to GST status of the bidder.

Scanned copy of documents to be uploaded by bidders in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document

The following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ sheet:

- a. Status: GST registered Bidder under Regular Scheme:
Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.
- b. Status: GST registered Bidder under composition Scheme:
Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.
- c. Status: GST unregistered bidder:
Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder in compliance with the relevant GST rules of India.

[In case of JV a Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV w.r.to GST in compliance with relevant GST rules or GST Registration Certificate of JV]

Note: 1. In case the work/service is awarded to a Joint Venture participating in the tender they have to submit PAN, GST registration (as applicable in the tender and for the bidder status) etc. in the name of the Joint Venture after Award of Work/Service at the time of execution of agreement/ before the payment of first running on account bill.

2. If turnover of bidder exceeds exemption limit / threshold limit, the bidder must have GST registration as per GST Act and rules.

1.7 Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):

Sl No	Eligibility Criteria	Information to be furnished by the bidder on-line.	Scanned copy of documents** to be uploaded by bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria as confirmatory document.
1	THE WORK EXPERIENCE (Eligibility criteria as per clause 1.6 A of the e-tender notice)	<u>Following Information to be furnished by the bidder in Technical Parameter Sheet (TPS)</u> i. Name of the Bidder. ii. Organization structure of the entity (i.e. private, public or government owned legal entity or a combination of them). iii. Under which Sub-clause of 1.6 A, participation is being made. iv. Whether the Bidder possess required work experience. v. Executed Quantity of Coal Production from Continuous Miner/ similar equipment in Te.	In case the bidder participates under: Clause 1.6 A. a.: i A certificate issued by Central Government/ State Government/ Statutory Bodies showing that the Bidder must be a manufacturer of Continuous Miner or Similar Equipment with Continuous Cutting Technology and the same or similar equipment manufactured by the manufacturing organization. ii Satisfactory Work Completion/ Executed Certificate (includes completed / ongoing works) issued by the employer against the Experience containing all the information as sought on-line in respect of the Continuous Miner or Similar Equipment with Continuous Cutting Technology and the same or similar equipment must have produced at least 0.48 million tonne of coal from underground mines in any one production year (consecutive 365 days) during last 7 (Seven) years ending last day of month previous to the one in which bid applications are

			<p>invited.</p> <ul style="list-style-type: none"> i) Copy of Supply Order ii) Copy of Work Order/ BOQ iii) Copy of TDS Certificate in case of private experience. <p>In case of JV, above documents of partner(s).</p> <p><u>B. Clause 1.6 A.b.:</u></p> <ul style="list-style-type: none"> i Legally binding agreement with a manufacturing organization or his authorized agent / dealer (provided the such authorized agent / dealer has such delegation of power on behalf of the Manufacturer to do so) which have successfully manufactured and supplied Continuous Miner or Similar Equipment with Continuous Cutting Technology and the same or similar equipment manufactured by the manufacturing organization and the agreement must clearly confirm that the bidder would have all the supports and services from the said organization or his authorized agent / dealer up to the period /tenure of the contract. ii Satisfactory Work Completion/ Executed Certificate (includes completed / ongoing works) issued by the employer against the Experience containing all the information as sought on-line in respect of the Continuous Miner or Similar Equipment with Continuous Cutting Technology and the same or similar equipment must have produced at least 0.48 million tonne of coal from underground mines in any one production year (consecutive 365 days) during last 7 (Seven) years ending last day of month previous to the one in which bid applications are invited. <ul style="list-style-type: none"> iv) Copy of Supply Order v) Copy of Work Order / BOQ vi) Copy of TDS Certificate in case of private experience. <p>In case of JV, above documents of partner(s).</p> <p><u>C. Clause 1. 6 A c):</u></p> <ul style="list-style-type: none"> i Satisfactory Work Completion/ Executed Certificate (includes completed / ongoing works) issued by the employer against the Experience containing all the information as sought on-line mentioning that the bidder has produced at least 0.48 million tonne of coal from underground mines in any one production year(consecutive 365 days) using Continuous Miner or Similar Equipment with Continuous
--	--	--	---

			<p>Cutting Technology during last 4 (Four) years ending last day of month previous to the one in which bid applications are invited.</p> <p>i) Copy of Work Order / BOQ</p> <p>ii) Copy of TDS Certificate in case of private experience.</p> <p>In case of JV above documents of partner(s).</p>
2	<p>THE AVAILABILITY OF WORKING CAPITAL: Evidence of possessing adequate working capital (at least 20% of the “Annualized value or Estimated value whichever is less” of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement. The bidder should possess the working capital within three months prior to the date of opening of tender.</p>	<p><u>Following information to be furnished by the bidder in Technical Parameter Sheet (TPS)</u></p> <p>i. Amount of available working capital inclusive of lines of credit and availability of other financial resources</p> <p>ii. Date on which the bidder possesses the required working capital.</p> <p>iii. Name of the Chartered Accountant (CA).</p> <p>iv. Membership Number of CA who certifies the bidder's working capital on a particular date.</p> <p>v. Date of Issue of Certificate.</p>	<p>Certificate of Working Capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by bidder on-line.</p>
3	<p>FINANCIAL TURNOVER: (Eligibility criteria as per clause 1.6 C) of the e-tender notice)</p>	<p><u>Following information to be furnished by the bidder in Technical Parameter Sheet (TPS)</u></p> <p>i. Average Financial Turnover in INR.</p> <p>ii. Date on which the bidder possesses the required Financial Turnover.</p> <p>iii. Name of the Chartered Accountant (CA).</p> <p>iv. Membership Number of CA who certifies the bidder's Financial Turnover on a particular date.</p> <p>v. Date of Issue of Certificate.</p>	<p>The intending bidder must submit the Financial Turnover certificate issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India, containing the information as furnished online.</p> <p>Additional information as per check list to be furnished by the bidder (Chapter-3)</p> <p>The foreign bidders should submit Financial Turnover certificate** based on IFRS (International Financial Reporting Standards) accounting standard certified by a local practicing public accountant /audit firm.</p>
4	<p>EQUIPMENT: The bidder is required to give an undertaking in the form of an Affidavit in the prescribed format to deploy matching equipments as per NIT.</p>	<p>Confirmation in the form of Yes/No.</p>	<p>An affidavit confirming acceptance to deploy matching equipments as per NIT. (Annexure-B).</p> <p>List of major items of equipment proposed to carry out the contract and detailed specification of equipment offered and documents regarding past performance of offered equipment as per sub clause 3.8 of Chapter-3.</p>
5	<p>Qualification</p>	<p>Confirmation in the form of</p>	<p>Details of Qualification information and</p>

	information	YES/NO regarding submission of information	checklist as per format in Section-3 duly filled in.
6	Technical Parameter Sheet (Ref. Clause 1.6 A, 1.6 B & 1.6 C of NIT)	Bidder must agree, fill and submit Technical Parameter Sheet online.	Technical Parameter Sheet will be downloaded by the bidder and he will furnish all the required information on this Excel file.
7	Legal Status of the bidder	Confirmation in the form of YES/NO for possessing the supporting documents.	<u>Any one of the following document:</u> <ol style="list-style-type: none"> 1. Affidavit or any other document to prove/ 2. Partnership deed containing name of partners/ 3. Memorandum & Article of Association with certificate of incorporation containing name of bidder. 4. Joint Venture agreement containing name of partners and lead partner, Power of Attorney to the Lead Partner and share of each partner. <u>In case of foreign**bidders:</u> The details of the company duly notarized as appearing in the company register of the country/district/province as applicable, duly maintained officially in order to understand the legal status of the registered company.
8	Valid Permanent Account Number(PAN)	Confirmation in the form of Yes/NO for possessing the supporting documents	PAN card issued by Income Tax department, Govt.of India <i>(In case of JV PAN card for each Indian partner of JV and verifiable Tax Residency Certificate of respective country for each foreign partner or JV itself)</i>
9	Valid Digital Signature Certificate	Confirmation in the form of Yes/NO for possessing the supporting documents	If the bidder himself is the DSC holder bidding on-line, then no document is required. However , if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder.
<u>Other Important Documents (OID)</u>			
10	Certificate of registration with provident fund authorities: The bidder should possess a certificate of registration issued by provident fund authorities In case of JV, all the partners should possess a certificate of registration issued by provident fund authorities.	Confirmation in the form of YES/NO regarding possessing certificate of registration	Certificate of registration issued by Provident authorities of bidder In case of JV, Certificate of registration issued by Provident authorities of all partners or JV itself.
11	<u>Goods and Services Tax (Not Applicable for Exempted Services)</u> The bidder should be	<ol style="list-style-type: none"> 1. Confirmation in the form of Yes / No regarding possessing of required document as enlisted in NIT with respect to GST status of the bidder. 2. Status of their bidder in BOQ 	The following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ sheet: The bidder should be either:

	<p>either</p> <p>a. GST registered Bidder under Regular Scheme.</p> <p>OR</p> <p>b. GST registered Bidder under Composition Scheme.</p> <p>OR</p> <p>c. GST unregistered bidder.</p>	<p>excel sheet being uploaded by the bidder during bid submission.</p>	<p>GST Registered Bidder under Regular Scheme.</p> <p>OR</p> <p>b) GST Registered Bidder under composition Scheme.</p> <p>OR</p> <p>c) GST unregistered Bidder</p> <p><u>In respect of the above eligibility criteria the bidder is required to furnish the following information online:</u></p> <p>i). Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT with respect to GST status of the bidder.</p> <p><u>Scanned copy of documents to be uploaded by bidders in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document</u></p> <p>The following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ sheet:</p> <p>d. Status: GST registered Bidder under Regular Scheme: Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.</p> <p>e. Status: GST registered Bidder under composition Scheme: Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.</p> <p>f. Status: GST unregistered bidder: Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder in compliance with the relevant GST rules of India.</p> <p><u><i>[In case of JV a Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV w.r.to GST in compliance</i></u></p>
--	--	--	---

			<p><u>with relevant GST rules or GST Registration Certificate of JV]</u></p> <p>Note: 1.In case the work/service is awarded to a Joint Venture participating in the tender they have to <u>submit PAN, GST registration (as applicable in the tender and for the bidder status) etc.</u> in the name of the Joint Venture after Award of Work/Service at the time of execution of agreement/ before the payment of first running on account bill.</p> <p>2. If turnover of bidder exceeds exemption limit / threshold limit, the bidder must have GST registration as per GST Act and rules.</p>
12	Contractor's Bid and Acceptance of Bid Conditions.	Confirmation in form of Yes/No	Copy of contractors Bid as per Performa on bidder's letter head. (Annexure-A)
13	Integrity pact	Confirmation in the form of Yes/NO	(Not to be Uploaded by bidder online as it is a Part of Tender Document)
14	Settlement of dispute through Arbitration clause 4.13A of condition of contract. (Annexure M) as per NIT.	Confirmation in the form of Yes/NO	
15	Anti Profiteering of GST (Annexure -N) as per NIT.	Confirmation in the form of Yes/NO	
16	Certificate in compliance to Restrictions under Rule 144 (xi) of General Financial Rules (GFRs) 2017 (Ref. Clause No.2.31 of NIT)	Confirmation in the form of Yes/NO	Certificate as given in Annexure-O
15	Bid Securing Declaration (Ref. Clause No.1.3 of NIT)	Confirmation in the form of Yes/NO	Bid Securing Declaration as given in Annexure-F
17	One Bid Per Bidder (Ref. Clause No.2.4 of NIT)	Confirmation in the form of Yes/NO	Undertaking as given in Annexure-P
18	An undertaking regarding genuineness of the information furnished by him on-line and authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility, as per the format given in Annexure-C.		
	Any other document to support the qualification information as submitted by the bidder online.		
	Note: Only one file in pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria		

**** For any documents issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the document is being issued. However, any documents provided by bidders from countries that have signed the Hague Convention, 1961 is not required to be legalized by Indian Embassy if it carries a conforming Appostille certification as per Hague Convention, 1961.**

1.8 Submission of bid

All the bids are to be submitted online and on the website <https://coalindiatenders.nic.in>. No bid shall be accepted offline.

- a. The bidder should strictly comply with following instructions:
- The bidders are requested to submit offers online giving reference to this tender notice number and date containing offers in two parts in the links Cover-I, OID and Cover-II.
 - Two parts of the bid should contain the details as follows:

Part-I/Cover-I and OID:

Contractors bid (letter of Bid)

Bid Securing Declaration

Information on Eligibility/Qualifying criteria as detailed at **Clause No.1.6 & 1.7** including necessary scanned documents as elaborated there.

Technical Parameter Sheet (TPS).

Part II/cover-II:

Prices only in the Excel format as indicated in the Bid document.

- b. In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL/Subsidiary (<https://coalindiatenders.nic.in>) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one-time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person. The bidder is one whose name will appear as bidder in the e-Procurement Portal.
- c. The bidders have to accept the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and Bid document, undertakings and the e-Tendering system through e-Procurement Portal of CIL (<https://coalindiatenders.nic.in>) in order to become an eligible bidder. This will be a part of the agreement.
- d. **Letter of Bid:** The format of Letter of Bid (Annexure-A) will be downloaded by the bidder and will be printed on Bidder's letter head and the scanned copy of the same will be uploaded during bid submission in Cover-I. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.
- The Letter of bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Letter of Bid (LoB) bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the Letter of Bid.
- e. **Technical Parameter Sheet (TPS):** The Technical Parameter Sheet containing the technical specification parameters for the tendered work/service will be in Excel format (password protected) and will be uploaded during tender creation. This will be downloaded by the bidder and he will furnish all the required information on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in General Technical Evaluation (GTE). The Technical Parameter Sheet which is incomplete and not submitted as per instruction given above will be rejected.
- f. **Confirmatory Documents:** All the confirmatory documents as enlisted in the NIT in support of online information furnished by the bidder are to be uploaded in Cover-I by the bidder while submitting the bid online.
- g. **Price Bid (Part-II):** The Price bid containing the Bill of Quantity will be in excel format (password protected) and will be uploaded during tender creation. This will be downloaded by the bidder and he will quote the rate for all items on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in Cover-II. The Price-bid will be in Item Rate or Percentage Rate BOQ format and the bidder will have to quote for all the tendered items and the L-1 will be decided

on overall quoted value (i.e. Cost to company). The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected. Any alteration/modification in the Excel format may lead to rejection of bid.

The rates quoted by bidder shall be inclusive of all Taxes, duties and levies but excluding Goods and Service Tax and GST Compensation Cess, if applicable.

The Price bid file will be digitally signed and uploaded by the bidder in Part-II/Cover-II.

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill / invoice in accordance with the provision of relevant GST Act and the rules made there under and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of bidder/contractor.

However, in case contractor is GST unregistered bidder/dealer in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on bill / invoice. In such case, applicable GST will be deposited by CIL/Subsidiary directly to concerned authorities.

Input tax credit is to be availed by CIL/ subsidiary as per rule.

If CIL/Subsidiary fails to claim Input Tax Credit(ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier/vendor of goods and services in incorporating the tax invoice issued to CIL/Subsidiary in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier / vendor along with interest, if any.

Note: Bidder shall submit an undertaking that extra benefit of input tax credit will also be passed on to the WCL.

Bidder has to upload an undertaking in Non- Judicial Stamp as per “Annexure-N” that extra benefit of input tax credit will be passed on to WCL under Anti profiteering provision of GST in respect of the work.

Goods and service tax @ 18% will be added to L-1 price.

The percentage rate quoted shall be exclusive of Goods and service tax

1.9 It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender portal. Under no circumstances, CIL/Subsidiary shall be liable to the bidders for any direct/indirect loss or damage incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

1.10 Extension of Time Schedule of tender: If the number of bids received online is found to be less than three on the end date of bid submission then the bid submission end date and bid opening date will be automatically extended by the System for a period of four days ending at 17.00 Hrs

1.11 Opening of Technical Bid:

- i) Opening of Technical bid:** The Technical bid (Cover-I) will be opened one day after the Bid submission end date or next working day whichever is later. Technical bid (Cover-I) will be decrypted and opened online by the “Bid Openers” with their Digital Signature Certificates on the prescheduled date & time of Tender Opening.
- ii)** The e-Procurement System will evaluate the Technical bids automatically on the basis of relevant data provided by bidder through a form in an objective and structured manner while submitting bid. If the parameter given by bidder in objective and structured manner does not confirm to required eligibility criteria as specified in the tender document, then the bid will be rejected.
- iii)** All the documents uploaded by bidder(s) including i.e. Letter of Bid, Bid Securing Declaration and the Evaluation sheets generated by the system online shall be downloaded after opening of Technical bid (Cover-I). After decryption and opening of Technical bid (Cover-I) the “technical bid opening summary” will be uploaded on the same day.

1.12 Technical Evaluation of Tender:

- A.** After opening of Technical bid, the documents submitted by Bidder(s) in Cover I as enlisted in the NIT will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/declarations furnished by the Bidder(s) online. If it confirms to all of the information/ declarations furnished by the Bidder online and does not change the eligibility status of the Bidder then the Bidder will be considered eligible for opening of price bid.
 - B.** In case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information furnished online or in case corresponding document have not been uploaded by Bidder(s) then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 x 24 hours) time for online re-submission by Bidder(s). The Bidder(s) will get this information on their personalized dashboard under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the Bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The Bidder(s) will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 7 days. No further clarification shall be sought from Bidder.
 - C.** It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.
 - D.** The tender will be evaluated on the basis of documents uploaded by bidder(s) online. The bidder(s) is/are not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
 - E.** In case the bidder(s) submit(s) requisite documents online as per NIT, then the bidder(s) will be considered eligible for opening of Price Bid.
 - F.** Seeking clarification shall be restricted to confirmation of submitted document/online information only and it should be only for one time for a period of up to 7 days. The clarification shall be taken in online mode in the e-Procurement portal of CIL only.
 - G.** In case bidder(s) fails to confirm the online submitted information(s)/ declaration(s) by the submitted documents as (B) above, their/his bid shall be rejected; however, if the confirmatory documents do not change eligibility status of the bidder in connection his submitted online information(s)/declaration(s), then his/their bid will be accepted for opening of Price Bid.
 - H.** After Technical evaluation of tender, "Technical Evaluation Summary" will be uploaded by the evaluator and price bid shall be opened on preschedule date and time mentioned in the NIT online in the e- Procurement portal of CIL. However, in case there is any extension of date and time of price bid opening, it shall be notified online and price bid shall be opened online on e-Procurement portal of CIL at rescheduled date and time.
 - I.** In case none of the bidder(s) complies the technical eligibility criteria as per NIT, then bidder(s) will be rejected online and re-tender (if required) will be done (with the same or different quantity, as per the instant requirement).
 - J.** Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) issued by Govt. of India as amended from time to time shall be applicable.
- 1.13 Bid Validity:** The Bid Validity Period will be 180 (one hundred eighty) days from the end date of bid submission. The validity period of tender shall be decided based on the final end date of submission of bids.
- 1.14 Modification and Withdrawal of Bid:** Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many times as he may wish.

Bidders may withdraw their bids online within the end date of bid submission. If the bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender. For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

- a. If the request of withdrawal is received before online notification for opening of price bid, the EMD will be forfeited and bidder will be banned for 1 (one) year from being eligible to submit the Bids in CIL and its Subsidiaries. The Price-bid of remaining bidders will be opened and the tender process shall go on.
 - b. If the request of withdrawal is received after online notification for opening of price bid, the EMD will be forfeited and the bidder will be banned for 1 (one) year from being eligible to submit the Bids in CIL and its Subsidiaries. The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:
 - i) If the bidder withdrawing his bid is other than L 1, the tender process shall go on.
 - ii) If the bidder withdrawing his bid is L-1, then re-tender will be done.
- 1.15** The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.
- 1.16** This Tender Notice shall be deemed to be part of the Contract Agreement.
- 1.17** The Company does not bind itself to accept the lowest bid and reserves the right to reject any or all the bid without assigning any reasons whatsoever and also to split up the work between two or more tenderers or accept the tender in part and not in its entirety, at its sole discretion.
- 1.18** Any addendum / corrigendum / date extension etc. in respect of this tender shall be issued on our website www.coalindiatenders.nic.in only. No separate notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.
- 1.19 Payment Schedule:** Contractor shall submit monthly running account bills supported with measurement of work duly certified by the officials authorized by the company's purpose. Payment of running account bill will be released within one month of presentation of bill duly passed and accepted for payment by engineer-in-charge. Payment of final bill will be released within 3 months of present and accepted for payment by the engineer-in-charge.
- 1.20 Pre-Contract Integrity Pact (applicable for tenders with estimated cost exceeding Rs. 5.00 Crores):**
The bidder is required to go through the integrity pact which is the part of bid document. The bidder, submitting the bid shall accept the Integrity Pact as given in the bid document.

Name, address and contact No. of the Independent External Monitor (IEM) nominated for this tender:

Name	Address	Contact No.
1. Shri A.K. Mohapatra	Qrs. No. B-5/9, Unit-9, Bhoi Nagar, Bhubneswar-751022.	Email: amiyaiifs@gmail.com
2. Dr. (Ms) Nivedita P. Haran	23, IFS Villas, P-6, Builders Area, Greater Noida-201310 (U.P.)	e-mail:nharan@gmail.com

1.21 Service provider: M/s. NIC

- Contact person:**
1. Mr. Prashant Lokhande, Chief. Manager (M)/CMC: 0712-2510986
 3. Mr. P K Singh, Chief Manager (M)/New Initiatives: 9881731137
 4. Mr. Shubham Verma: 9637485523

**General Manager (CMC)
WCL (HQ), Nagpur.**

Distribution: -

1. Notice Board, CMC, WCL Nagpur.
2. Director (Tech)/ Operation, WCL, Nagpur.
3. Director (Tech) (P&P), WCL, Nagpur
4. Director (Finance), WCL, Nagpur
5. Shri A.K. Mohapatra (IEM), Flat No:201, Manjusha Manor, Plot No.N3/382,IRC Village, Bhubaneswar-751015
6. Dr. (Ms) Nivedita P. Haran (IEM), 23, IFS Villas, P-6, Builders Area, Greater Noida-201310 (U.P.)
7. Nagpur Chamber of Commerce Limited, 73, Central Avenue, Nagpur, Maharashtra-440018
8. GM (CA), WCL, Nagpur
9. G.M. (Vigilance), WCL Nagpur.
10. General Manager (P&P), WCL, Nagpur
11. GM (NI), WCL (HQ), Nagpur - for sending the NIT to CIL, New Delhi & Embassies
12. All GM (CMC), SECL,Bilaspur/CCL, Ranchi/BCCL, Dhanbad/ECL, Sanctoria/NCL, Singrauli/ CMPDIL, Ranchi/MCL, Sambalpur.
13. Regional Director, RI IV, CMPDI, Nagpur.
14. General Manager (Production), WCL HQ. Nagpur.
15. General Manager (System), WCL, Nagpur
16. General Manager (Finance)/In-charge-I, WCL, Nagpur.
17. AGMs, WCL, Nagpur/Pench/ Kanhan/ Wani/ Chandrapur/ Ballarpur/ Majri/**PKD**/ WNA/ Umrer Areas- With two copies each for displaying on Notice Board.
18. Embassies/Consultant: As per enclosed list.
19. Area Finance Manager, Nagpur Area.

LIST OF EMBASSIES / CONSULATES

SN	Address	SN	Address
1	Trade Counselor Office of the Consulate of Canada in India, New Delhi	2	Trade Counselor Office of the Embassy of Indonesia in India, New Delhi
3	Trade Counselor Office of the Embassy of USA in India, New Delhi	4	Trade Counselor Office of the Embassy of Poland in India, New Delhi
5	Trade Counselor Office of the Embassy of Germany in India, New Delhi	6	Trade Counselor Office of the Embassy of South Africa in India, New Delhi
7	Trade Counselor Office of the Embassy of Ukraine in India, New Delhi	8	Trade Counselor Office of the Embassy of Russia in India, New Delhi
9	Trade Counselor Office of the Consulate of Australia in India, New Delhi	10	Trade Counselor Office of the Consulate of U.K. in India, New Delhi
11	Trade Counselor Office of the Embassy of China in India, New Delhi	12	Trade Counselor Office of the Embassy of France in India, New Delhi

CHAPTER - 2
INSTRUCTION TO BIDDER

2.1 SCOPE OF BIDDER

- 2.1.1 The Western Coalfields Limited (referred to as Employer in these documents) invites bids for the works as mentioned in the Bid Notice. The Bidders should submit Bids for all the works mentioned in the Notice.
- 2.1.2 The successful Bidder will be expected to complete the Work(s) by the Intended Completion period specified in the Bid document/Notice.

2.2 ELIGIBLE BIDDERS

- 2.2.1 The Invitation for Bid is open to all Bidders including an individual, proprietorship firm, partnership firm, company registered under Companies Act or joint ventures. The bidders shall be eligible to participate only if they fulfil the qualifying/eligibility criteria specified in e-tender Notice, **Clause 2.3**, and at Clause No.2.31.
- 2.2.2 Joint Venture: Two or three companies/ contractors may jointly undertake contract/contracts. Each entity will be jointly and severally responsible for completing the task as per the contract.

Joint Venture details:

Name of all partners of a joint venture (not more than 3):

1. Lead partner
2. Partner
3. Partner

Joint Venture must comply the following requirements:

- i. The qualifying criteria parameter e.g. experience, and the equipment/fleet strength of the individual partners of the JV will be added together and the total criteria should not be less than as spelt out in qualifying/eligibility criteria as specified in clause No. 1.6 A in e-tender Notice .However the required working capital and Financial Turnover shall be met by individual joint venture partner as spelt out in the qualifying/eligibility criteria as specified in clause No. 1.6 B & 1.6 C in e-tender Notice.
- ii. The formation of joint venture or change in the Joint Venture partners after submission of the bid and any change in the bidding regarding Joint Venture will not be permitted.
- iii. The bid, and in case of a successful bid - the agreement, 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 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.
- vi. One of the partners shall be nominated for being incharge of the contract and 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 by each Joint Venture Partners. Subsequent declarations /letters /documents shall be signed by lead partner authorized to sign on behalf of the JV or authorized signatory on behalf of JV.
- ix. The bid should be signed/digitally signed by the DSC holder.
- x. 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.
- xi. The JV agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.
- xii. The earnest money / bids security bank guarantee can be submitted by the Joint Venture or one or more partners of the Joint Venture.
- xiii. The JV agreement must specifically state that it is valid for the project for which bidding is done. If JV breaks up midway before award of work and during bid validity period bid will be rejected.

If JV breaks up midway before award of work and during bid validity/after award of work/during pendency of contract, in addition to normal penalties as per provision of bid document, all the partners of the JV shall be debarred from participating in future bids for a minimum period of 12 months.

- xiv. JV agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.
 - xv. JV shall open a bank account in the name of JV and all payments due to the JV shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN/GSTIN, etc. in the name of JV shall be submitted by Joint Venture before making any payment
- 2.2.3 The bidders shall have Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root certificate of CCA.
- 2.2.4 The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and ITB, including General and Special Terms & Conditions, technical specifications, other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the bidder on-line in order to become an eligible bidder.
- 2.2.5 The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.
- 2.2.6 No sub-letting of the work as a whole by the contractor is permissible. Prior permission is required to be taken from the principle employer for engagement of sub-contractors in Hiring of **Continuous Miner Package** contract for part work / piece rated work.

2.3 QUALIFICATION OF THE BIDDER

- 2.3.1 In the event that pre-qualification of potential bidders has been undertaken, only bids from pre-qualified bidders will be considered for award of contract.
- 2.3.2 If the employer has not undertaken pre-qualification of potential bidders, all bidders shall fulfil the eligibility / qualifying criteria as detailed at **Clause 1.6 & 1.7** of e-tender Notice. Such details shall be submitted as deliberated at e-tender Notice.
- 2.3.3 If the bidder is subsidiary of a company, the experience and resources of the holding company or its other subsidiaries will not be taken into account. However, if the bidder is a holding company, the experience and resources of its wholly owned subsidiaries will be taken into consideration.
- 2.3.4 Even though the bidders meet the above eligibility/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, or financial failures etc.

2.4 ONE BID PER BIDDER

- 2.4.1 Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a partner in a Joint Venture /Consortium or a Public Ltd. /Private Ltd. company. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.
- 2.4.2 **Conflict of Interest:**
A Bidder may be considered to have a conflict of Interest with one or more parties in this bidding process, if:
- a) They have controlling partner(s) in common: or
 - b) They receive or have received any direct or indirect subsidy / financial stake from any of them:, or
 - c) They have the same legal representative / agent for purpose of this bid: or
 - d) They have business relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
 - e) A Bidder or any of its affiliate participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the Bid; or
 - f) In case of a holding company having more than one subsidiary / sister concern having common business ownership / management only one of them can bid. Bidders must proactively declare such sister / common business / management in same / similar line of Business;
- All such Bidders having a conflict of Interest shall be disqualified.
An undertaking is required to be submitted by bidder as per **Annexure 'P'** under point no. 2.4.2(d) and 2.4.2(e) above.

2.5 COST OF BIDDING

- 2.5.1 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.

2.6 SITE VISIT

- 2.6.1 The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of Works and its surroundings, go through the mine plans / drawings / bore hole details connected to the work, if / as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 2.6.2 It shall be deemed that the Bidder 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.
- 2.6.3 It shall be deemed that the Bidder has got himself acquainted with the mining conditions and geological details available for the proposed work site.

2.7 CONTENT OF BIDDING DOCUMENTS

- 2.7.1 The set of bidding documents comprises the documents listed in below
- i) e-Tender Notice, ii) Instructions to Bidders, iii) Forms of Bid and Qualification Information, iv) Conditions of Contract, v) Mine Profile & Geo-mining information, vi) Tender Drawing, vii) Scope of work, Time schedule viii) Formats, Guidelines for Banning of Business, Integrity Pact, Various Forms of Securities, Affidavits, form of Article of Agreement, Technical Parameter Sheet (TPS), Bill of Quantities, e-Tender User Portal Agreement and addenda, if any.

2.8 CLARIFICATION OF BIDDING DOCUMENTS

- 2.8.1 A prospective bidder requiring any interpretation or clarification of bidding document may seek clarification online or during pre-bid meeting (if any). The clarifications may be asked from the next day of e-Publication of NIT. The last date for seeking clarification will be up to 7 (seven) days before the last date of submission of bid and the last date of giving clarification by the user department online will be up to 2 (two) days before the last date of submission of bid. The department will clarify as far as possible only relevant queries. The clarifications given by department will be visible to all the bidders intending to participate in bid.

2.9 Deleted

2.10 LANGUAGE OF BID

All documents relating to the Bid shall be in the English language. In case any certificate / printed literature furnished by the Bidder, is written in another language, it must be accompanied by a translation of all its pertinent passages in the English language, duly certified to be the true representation of the original content, for the purposes of interpretation of the bid, such translation shall govern.

2.11 BID PRICES

- 2.11.1 The bidder shall closely study specification in detail and scope of work which govern the rates for which he is quoting. The Bidders shall offer for the whole Works as described in **Sub-Clause 1.1** of e-tender notice, based on the Bill of Quantities. Based on priced bill of quantities submitted by the Bidder, the Employer reserves the right to allot whole or part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.
- 2.11.2 Bidder shall quote the price ensuring minimum guaranteed production for contract period of 9 (nine) years as mentioned in NIT and further extension as per clause no.4.5.6.

The bidders shall quote the following in their price bid

Base Hiring Charges per tonne of coal produced in Rs/Te.

The price quoted shall be inclusive of

- All duties, taxes (excluding Goods and service tax (GST) and GST compensation cess (if applicable) only) and other levies payable.
- Cost of scientific study.
- Cost of hiring of Equipment to be supplied by the bidder for cutting of coal, roof support and carrying coal till it is loaded onto gate belt conveyor.
- Cost of all spare parts and all consumables for operation of Equipment.
- Cost of wages for manpower deployed by the bidder.
- Cost of Electricity consumption.
- Cost of POL consumption.
- Cost of Ventilation Stopping, Face pumping and installation of Auxiliary Fan to be provided within the district.
- Cost for supporting the roof and/or blasting the roof, if required.
- Cost for all the facilities to be provided within the district and materials required.
- Any other cost to fulfil the bidder's obligations under the contract

Note:

- i. Conditional Offer will be considered non responsive.
 - ii. All Bidders have to quote the Base Hiring Charge per tonne of coal production in INR only.
 - iii. Payments shall be made in INR only.
 - iv. Electricity shall be provided by WCL to the Contractor and will be charged on actual basis and arrangements for all other consumables, diesel etc. are to be made by the Contractor at his own cost.
- 2.11.3 The price bid containing the bill of quantity will be excel format and will be downloaded by the bidder and he will quote the rates for all items/heads/sub-heads on this excel file as detailed at **clause 1.8 (g)** e-tender notice.
- 2.11.4 All duties, taxes (excluding Goods and Services Tax (GST) and GST Compensation Cess (if applicable) only) and other levies payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST either payable by bidder or by company under reverse charge mechanism shall be computed by system in BOQ sheet as per pre defined logic.

All investments, operating expenses, incidentals, overheads, leads, lifts, carriages 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.

However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

Similarly, if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill / invoice in accordance with the provision of relevant GST Act and the rules made there under and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of bidder/contractor.

However, in case contractor is GST unregistered bidder/dealer in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill / invoice. In such cases, applicable GST will be deposited by CIL/Subsidiary directly to concerned authorities.

Input tax credit is to be availed by CIL / subsidiary as per rule.

If CIL/Subsidiary fails to claim Input Tax Credit(ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier/vendor of goods and services in incorporating the tax invoice issued to CIL/Subsidiary in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier/vendor along with interest, if any.

Note: Bidder shall submit an undertaking that extra benefit of input tax credit will also be passed on to the WCL.

- 2.11.5 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.

2.12 CURRENCIES OF BID AND PAYMENT

- 2.12.1 The **Base Hiring Charges** for per tonne of coal produced shall be quoted by the Bidder in INR only. Payment under contractual obligation shall be made to the successful bidder only for coal produced.
- 2.12.2 Total contract period will be as indicated in the 1.1 of e-tender notice. For payment to the successful bidder the Base Hiring Charge (Rs/Tonne) shall be subject to variation (escalation / de-escalation) on quarterly basis as follows:

Hiring Charge (Rs./Te) = (0.55 X Base Hiring Charge) + (0.45 X Base Hiring Charge X WPI_N / WPI₀)

WPI_N = Average Wholesale Price Index as per RBI published data of All Commodities for the calendar quarter preceding the date of billing (revision).

WPI₀ = Average Whole sale Price Index as per RBI published data of All Commodities for the calendar quarter preceding the Date of Bid Submission.

2.13 BID VALIDITY

- 2.13.1 Bid shall remain valid for a period not less than 180 (One hundred and eighty) days after the deadline for bid submission specified in **Clause 2.15**. A bid valid for a shorter period shall be rejected by the Employer.
- 2.13.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that

the bidder(s) extend the period of validity for a specified additional period. The request and the bidder's response shall be 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 the period of extension, and in compliance with **Clause 2.14** in all respects.

2.14 BID SECURITY/EARNEST MONEY DEPOSIT

- 2.14.1 The bidder shall furnish, as part of his bid, a Bid Security/Earnest Money of the amount as shown in e-tender notice and in the form as deliberated at **Clause No.1.3** of e-tender notice.
- 2.14.2 Any Bid not accompanied by an acceptable Bid Security/EMD shall be rejected by the employer as non-responsive.
- 2.14.3 The Bid Security/EMD of the unsuccessful bidder shall become refundable. The unsuccessful bidder for this purpose means the bidders who have not qualified for opening of Bid and those who have not emerged as L-1 Bidder.
- 2.14.4 The Bid Security / EMD of successful bidder may be retained and adjusted with performance security / security deposit at bidder's option.
- 2.14.5 The Bid Security/Earnest Money may be forfeited:
- a) If the Bidder withdraws the Bid after Bid opening during the period of Bid validity / extended validity with mutual consent; 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.

Additionally the company shall debar such defaulting contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter.

- 2.14.6 The Bid Security/ EMD deposited with the Employer will not carry any interest.

2.15 DEADLINE FOR SUBMISSION OF BIDS

- 2.15.1 Bids shall be submitted on line on the web site www.coalindiatenders.nic.in within the date and time specified in the e-tender notice.
- 2.15.2 The employer may extend the deadline for submission of bids by issuing a corrigendum in accordance with provisions of e-tender notice/ITB, 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.

2.16 SIGNING AND SUBMISSION OF BID

- 2.16.1 The contractor's bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Contractor's bid bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the bid.
- 2.16.2 Submission of bid shall be as detailed at **Clause No. 1.8** of e-tender notice.

2.17 MODIFICATION AND WITHDRAWAL OF BIDS

- 2.17.1 Modification and withdrawal of bid shall be guided by **Clause No. 1.14** of e-tender Notice.
- 2.17.2 Withdrawal of a Bid between the deadline for submission of Bids and the expiration of the period of Bid validity specified in the bid document or as extended pursuant to **Sub-Clause 2.13.2** may result in the forfeiture of the earnest money pursuant to **Sub-Clause No. 2.14.5**.

2.18 BID OPENING

- 2.18.1 All bids are to be submitted on line only at the web-site www.coalindiatenders.nic.in.
- 2.18.2 **Opening of Technical bid:** The Technical bid (Cover-I) will be opened one day after the Bid submission end date or next working day whichever is later. Technical bid (Cover-I) will be decrypted

and opened online by the “Bid Openers” with their Digital Signature Certificates on the prescheduled date & time of Tender Opening (Refer **Clause No. 1.11** of e-tender notice).

- 2.18.3 After Technical evaluation of tender, “Technical Evaluation Summary” will be uploaded by the evaluator and **price bid** shall be opened on prescheduled date and time mentioned in the NIT online in the e- Procurement portal of CIL. However, in case there is any extension of date and time of price bid opening, it shall be notified online and price bid shall be opened online on e-Procurement portal of CIL at rescheduled date and time (Refer **Clause No. 1.12** of e-tender notice).

2.19 CLARIFICATION OF BIDS

- 2.19.1 In case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information furnished online or in case corresponding document have not been uploaded by bidder(s) then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 x 24 hours) time for online re-submission by bidder(s). The bidder(s) will get this information on their personalized dashboard under “Upload confirmatory document” link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder’s responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder(s) will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 7 days. No further clarification shall be sought from Bidder.
- 2.19.2 No document uploaded by the bidder after closing date and time of submission of Bid will be considered unless otherwise called for, during scrutiny /evaluation and shall be against online request only.

2.20 PROCESS TO BE CONFIDENTIAL

- 2.20.1 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, however, the Tender Status will be in public domain and anyone visiting the site can view it by identifying the tender.
- 2.20.2 It will be the Bidder’s responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract. Additionally, information shall also be sent by system generated e-mail and SMS at nodal points (Date of bid opening, Requisition for Clarification on Confirmatory document from the Bidder(s), award of work etc.). No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of Confirmatory documents within prescribed time. This will be specifically mentioned in the NIT.
- 2.20.3 Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

2.21 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 2.21.1 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.
- 2.21.2 If a Bid is not substantially responsive, it may be rejected by the Employer at its sole discretion.

2.22 EVALUATION AND COMPARISON OF BIDS

2.22.1 Evaluation and comparison of Bids will be done by System on-line. This online evaluation will be validated by WCL at each stage as deliberated at revised e-Procurement Process. The bidder shall also comply with system requirement as at **Clause No. 1.9** of e-tender notice. Bid evaluation shall be done after taking into consideration overall quoted price by the bidder and effect of Goods and Services Tax (GST), GST Compensation Cess etc. as applicable. L1 will be decided on the basis of cost to company.

2.22.2 If the Bid of the successful Bidder is seriously unbalanced in relation to the Company's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the methods and schedule proposed.

After evaluation of the price analysis, the company may require that the amount of the performance security/security deposit is increased at the expense of the successful bidder to a level sufficient to protect the company against financial loss in the event of default on the part of the successful bidder under the contract.

Such additional performance security shall be applicable if the bid price is below 15% of the estimated cost put to tender. The amount of such additional performance security shall be the difference between 85% of the estimated cost put to tender and quoted price.

Additional performance security (APS) shall be furnished within 21 days of issuance of LOA by the successful bidder.

Work shall commence only after submission of Performance Security and Additional Performance Security, if any.

Failure to submit such additional performance security shall result into cancellation of the contract with forfeiture of earnest money.

Additionally, the company shall debar such defaulting contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum 1 (one) year from the date of issue of such letter. In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.

Such additional performance security shall be furnished by bidder along with normal performance security. Failure to submit such additional performance security may result into termination of the contract.

2.23 AWARD CRITERIA

2.23.1 Subject to **Clause No. 2.24**, 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 **acceptable** Bid Price, provided that such Bidder has been determined to be:

- a) eligible in accordance with the provisions NIT; and
- b) Qualified in accordance with the provisions of NIT.

2.24 EMPLOYER'S RIGHT TO ACCEPT ANY BID, NEGOTIATE AND TO REJECT ANY OR ALL BIDS

2.24.1 Notwithstanding **Clause No. 2.23**, 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.

2.25 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

2.25.1 The Tender Committee (of WCL) will recommend for award of work to the successful bidder after evaluating their technical eligibility based on the computer generated evaluation sheets followed by evaluation of the scanned documents uploaded by L-1 bidder in support of the information furnished by them online and after evaluation of the reasonableness of L-1 rates. The reasonableness of rates will be evaluated as per the provisions of Manual of CIL and other guidelines issued from time to time.

- 2.25.2 After competent approval and financial concurrence of TCR, the work order to the L-1 bidder will be issued and the scanned copy of the Work Order will be uploaded on the e-Procurement portal and simultaneously the original copy will be sent to the bidder through registered/speed post.
- 2.25.3 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"). The offline communication of LOA shall not be mandatory.
- 2.25.4 If L1 bidder backs out (i.e. Techno commercially established L1 bidder), the EMD will be forfeited and the bidder will be debarred for minimum one (1) year from participating in tenders in CIL/Subsidiary.
- 2.25.5 The notification of award will constitute the formation of the Contract.

2.25.6 The Agreement will be incorporated between the Employer and the successful Bidder within 28 days following notification of award along with the letter of Acceptance and the work order shall be issued by GM (Area) after submission of Performance Security by the contractor as per schedule with following details: -

- a. Time schedule for Execution of Formal written Agreement.
- b. Any other salient details as required for execution of contract

In case of failure to enter in to agreement within specified period or extended period on the request of the bidder, if any, the department in addition to other penal measures as per **Clause No.2.14.5** of ITB shall be at liberty to debar the selected bidder from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one year from date of issue of such letter.

2.25.7 In the bidding process, the cause of rejection of bid of any bidder should be intimated to non-qualified bidder after the award of the work to the successful one and the Security / Earnest Money shall be refunded to unsuccessful bidders as per provision of **Clause No. 2.14.3**.

2.25.8 The contractor shall enter into and execute contract agreement in the prescribed form on non-judicial stamp paper in accordance with the relevant law of the State/Union of India. The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties. One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy and one additional copy will be supplied to the contractor free of cost and the original is to be retained by the company. For any additional copy, additional cost to be charged.

The processes for entering into the agreement with the successful bidder will be done offline as per the prevailing manual system.

All additional copies should be certified by the Engineer-in-Charge.

2.26 PERFORMANCE SECURITY/SECURITY DEPOSIT

- 2.26.1 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.

For details refer Clause. 4.4 of Conditions of Contract (General terms and Conditions)

2.27 EMPLOYMENT OF LABOUR

2.27.1 Contractors are to employ, to the extent possible (as per policy decision of the company valid from time to time), local project affected people and pay wages not less than the wages fixed (notified and prevalent during execution of the work for mining activity) by the Company and guidelines incorporated at Clause 12 of General Terms & Conditions (GTC).

*CIL/ Subsidiary companies shall specify such rates in their bid.

Payment of Provident Fund for the workmen employed by him for the work as per the Law prevailing under provision of CMPF or EPF or allied scheme valid from time to time shall be responsibility of the contractor. For the avoidance of doubt, if the contractor is already having a provision for any one of the

Provident Fund i.e. CMPF or EPF or allied valid scheme to the workmen employed by him, the same shall be allowed to continued on award of contract.

In addition to the above, the Contractor shall provide a copy of the updated passbook having entry made in the CMPF or EPF or Allied Scheme(s) of Provident fund as the case may be to the competent authority annually /as and when asked. Bidder shall also submit copies of statutory returns.

- 2.27.2 The contractor shall utilize their regular employees throughout the period of contract.
- 2.27.3 The bidder shall also comply with statutory requirements of various acts including CL(R&A) Act.
- 2.27.4 The contractor's workmen shall be paid through Bank.

2.28 LEGAL JURISDICTION

- 2.28.1 Matter relating to any dispute or difference arising out of this bid and subsequent contract awarded based on the bid shall be subject to the jurisdiction of **Nagpur (MS)** court only.

2.29 DOWNLOADING BID DOCUMENT

- i. The Bidders will download the Bid documents from the website. 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 as soon as the bid is notified and up to the period of submission.
- ii. The Bidders will be required to submit an undertaking that they will accept the Bid documents as available in the website and their Bid shall be rejected if any tampering in the Bid documents is found to be done at any time after opening of Bid and during pendency of the contract.
- iii. The bid document as available online on the e-procurement of CIL shall always prevail and will be binding on the Bidders. Any claim on account of any deviation with respect to this online Bid document from the Bidder side shall not be entertained.

2.30 E-PAYMENT

- 2.30.1 The bidders have to furnish the details of their bank A/c Nos. Name and Address of the Bank and Branch Code along with the Bid. Successful bidders/ Bidders are required to submit an Authorization form duly signed for e-payment to them. Enclosed Annexure be filled in and submitted along with the Bid.

2.31 INTEGRITY PACT (applicable for bids with estimated cost exceeding Rs. 5 Crores)

- 2.31.1 Bidders are required to submit the pre-contract integrity pact duly signed & witnessed as per enclosed format along with the bid Part-I/cover-I. This will be signed by the authorized signatory of the bidder (s) with name, designation and seal of the company. Bidder(s) who do not sign the pact shall be disqualified from participation in the bid process.

2.32 CHANGE IN THE CONSTITUTION OF CONTRACTING AGENCY

- 2.32.1 Prior approval in writing of the Company shall be obtained, before any change is made in the constitution of the contracting agency, otherwise it will treated as a breach of contract.

2.33 MISCELLANEOUS

- 2.33.1 The bidders should fill the bid document properly and carefully. They should avoid quoting absurd rates.
- 2.33.2 Throughout the bidding documents, the terms 'bid' and tender and their derivatives are synonymous.
- 2.33.3 The site for work made available in parts.

2.34 Restrictions under Rule 144 (xi) of General Financial Rules (GFRs) 2017

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any

of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: –
- a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Note: The bidders are required to go through the Govt OM/Circulars/Other relevant documents pertaining to **Restrictions under Rule 144 (xi) of General Financial Rules (GFRs) 2017** which are enclosed (as **Other Relevant Documents**) for necessary information and certificate/undertaking format as mentioned in **ANNEXURE-O** is to be submitted / uploaded to comply with these Govt. Guidelines.

2.35 UNDERTAKINGS TO BE FURNISHED ONLINE BY THE BIDDER

User Portal Agreement (e-Tender Portal User Agreement)

In order to create a user account and use the e-Tender portal you must read and accept this e-Tender portal User Agreement.

A. **UNDERTAKINGS TO BE FURNISHED ONLINE BY THE BIDDER**

I / We,, Proprietor/Partner/Legal Attorney/Director/
Accredited Representative of M/S., solemnly declare that:

1. I/We am/are submitting Bid for the work.....against NIT No/Tender ID..... Dated..... and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. (i) "Myself/ Our Partners/ Directors don't has/ have any relative as employee of(Name of Company)

OR

The details of relatives of Myself/ Our Partners/ Directors working as employee of(Name.of Company viz. CIL/Subsidiary) is as follows:

- a. Name of the employee
 - b. Place of posting
 - c. Department
 - d. Designation
 - e. Type of relation- Wife/Husband/Father/Step-Father/Mother/Step-Mother/Son/Step-Son/Son's wife/Daughter/Daughter's Husband/ Brother/Step-Brother/Sister/Step-Sister.
- (ii) That the firm/companyundertakes, pledges and promise that it will not engage any activities involving child labour and that it will not secure any services that will tap or employ children nor will it promote and encourage any activities or enterprises involving child labour, with respect of above mentioned work.
- (iii) That the firm/ companyand any of its any Directors/ partners / officers/ supervisors will not engage, employ or tap any children nor will it contract any business to any contractors or sub- contractors who are engage in child labour, with respect of above mentioned work.
- (iv) That, if it is reported and proved that the firm/ company has engage any child labour, then the firm/ company undertakes to pay the penalty as imposed by WCL as per the terms and conditions of the contract.
- (v) That, if it is reported and proved that the firm/ company has engaged any child labour, then the firm/ company undertakes to comply with any other direction issued by WCL as per the terms and conditions of the contract.

3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.
4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
5. I/ We hereby authorize department to seek references / clarifications from our Bankers.
6. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
7. *I/We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.

Or

*I/We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF / EPF authorities, if applicable. We shall make necessary payments as required under law.

8. *I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs(In case of JV, all partners are covered).

Or

*I / Wehave been banned by the organization named "....." for a period of..... year/s, effective from to.....(in case of JV, name(s) of the JV Partner(s)).

9. "I / We, Proprietor/ partner/ legal Attorney/Director/ Accredited representative of M/s, solemnly declare that Myself / Our Partners / Directors **don't has / have any work in washing of coal as washery operator and / or Transportation of coal to washery in**(Name of Area(s) of(Name of CIL/ Subsidiary)"

* Delete whichever is not applicable

10. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including Earnest Money and banning of our firm and all partners of the firm etc.
11. I/We agree with terms and conditions of Letter of Bid as per Annexure-A of the NIT / Tender document.
12. I/We agree with terms and conditions of Pre-Contract Integrity Pact as per Annexure-D of the NIT / Tender document.
13. I/We give consent for Arbitration clause as per NIT (applicable only for Partnership firm / Joint Venture).
14. **BID SECURITY DECALARATION:**
I / We, solemnly accept that if I / We withdraw or modify our Bids during the period of validity, or if I/We are awarded the contract and fail to sign the contract, or to submit performance security before the deadline or any other default as defined in the request for bids document / NIT, I / We shall be banned for two years from being eligible to submit Bids in CIL and its subsidiaries.
15. **COMPLIANCE OF ONE BID PER BIDDER**
I/We,....., Proprietor/Partner/Legal Attorney/ Authorized representative of(Name of the bidder), submitting the bid for the work of '.....' vide bid Notice No.....Tender reference No..... dated.....Tender Id..... solemnly declare that : I/We do not have relationship with other bidder participating in this tender, directly or through common third parties that put us in a position to have access to information about or influence on the bid of another bidder and I/We or any of our affiliate have not participated as a consultant in the preparation or the design or technical specification of the contract that is the subject of the bid and I/We declare that th following company(s) is/are our subsidiary/Sister concern/common business/ Management in same/similar line of business:(Name, Address, Contact details)(Name, Address, Contact details)(Name, Address, Contact details)
16. That all the information being submitted by me/us is genuine, authentic, true and valid on the date of submission of tender and if any information is found to be false at any stage of tendering or contract period I/We will be liable to the following penal actions apart from other penal actions prescribed elsewhere in the tender document.
 - a. Cancellation of my/our bid/contract(as the case may be)
 - b. Forfeiture of EMD
 - c. Punitive action as per tender document
17. That I/we accept all terms and condition of NIT, including General Terms and Condition and Special/Additional Terms and Condition as stated there in the tender document as available on the website.
18. That I/we am/are giving my/our consent for e-payment and submitting/shall submit the mandate form for e-payment in the format as prescribed in the document in case, the work is awarded to us.
19. That I/we will upload original/certified photo/scanned of all the relevant documents as prescribed in the tender document in support of the information and data furnished by me/us online.
20. I/We confirm that I/We have not been banned or de-listed by any Govt. or Quasi Govt. agencies or PSUs. In case We are banned or delisted this information shall be specifically informed to the tender issuing authority.
21. That I/We accept all the undertakings as specified elsewhere in the tender document.
22. That this online agreement will be a part of my bid and if the work is awarded to me/us, this will be a part of our agreement with CIL/subsidiary Company.

B. TERMS AND CONDITIONS OF E-TENDER SERVICES AGREEMENT

COPY RIGHT NOTICE. Copyright©2013, Coal India Limited, India. All rights reserved. YOU MAY NOT MODIFY, COPY, REPRODUCE, REPUBLISH, UPLOAD, POST, TRANSMIT, OR DISTRIBUTE, IN ANY MANNER, THE MATERIAL ON THE SITE, INCLUDING TEXT, GRAPHICS, CODE AND/OR SOFTWARE.

You may print and download portions of material from the different areas of the website solely for your own non-commercial use provided that you agree that you shall not change or delete any copyright or proprietary materials from the site.

www.coalindiatenders.nic.in is an e-procurement portal of Coal India Limited/its Subsidiary.

THIS E-TENDER PORTAL AND RELATED SERVICES SUBJECT TO YOUR COMPLIANCE WITH THE USER'S TERMS AND CONDITIONS SET FORTH BELOW.

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. YOU MAY NOT COMPLETE YOUR REGISTRATION AND USE THE E-TENDER PORTAL WITHOUT AGREEING TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW.

BY REGISTERING THE USER NAME AND PASSWORD, YOU AGREE TO ABIDE BY ALL THE TERMS AND CONDITIONS SET FORTH BELOW.

Bidder Registration, Password and Security

Upon successful completion of Registration online, User ID and Password will be registered. You can login, only by giving valid *User ID* and *Password* and then signing with your valid Digital Signature Certificate.

The Online registration/enrollment of bidder on the portal should be done in the name of the bidder.

The person whose DSC is attached to the Registered Bidder should be **either** the bidder himself **Or**, duly authorized by the Bidder.

User ID and password are strictly personal to each Authorised User and non-transferable. The User shall ensure that its Authorised Users do not divulge or disclose their user ID or password to third parties. In the event that the Authorised User comes to know that the User ID/ Password has been/might have been divulged, disclosed or discovered by any third party, user or its authorized user shall immediately modify the password using "**Change password**" option. CIL/subsidiary will have no responsibility or obligation in this regard.

At the time of enrollment in the e-Tendering portal of CIL/its Subsidiaries, the Bidders should ensure that the status of DSC is active on this site. The activation of newly issued DSC may take 24 hrs or more. Hence Bidders who are obtaining new DSC should register at least 24 hrs before the submission of Bid.

By registering in this portal you forthwith assume the responsibility for maintaining the confidentiality of the Password and account, and for all activities that occur under your Password or Account. You also agree to (a) immediately notify by e-mail to **Application Administrator/Nodal officer**, of any unauthorized use of your Password or Account or any other breach of security, and (b) ensure that you log-out from your account at the end of each session. CIL/its Subsidiaries shall not be liable for any loss or damage caused to you due to your failure to comply with the foregoing.

Registered user can modify or update some of the information in their profile as and when required at their own discretion. However some information such as "User ID" are protected against changes by Bidder after enrollment and some other information such as "Bidder Name" etc are protected against changes by Bidder after bid submission.

- **Modification of software**

With consent of **Project Advisory Committee**, e-procurement of CIL, the Administrator of e-Tender portal, reserves the right to modify, add, delete and/or change the contents, classification and presentation of the information on the marketplace at any time as it may in its absolute discretion find to be expedient and

without giving any notice. It is the users responsibility to refer to the terms and/or any change or addition to the same while accessing the site.

Coal India Limited reserves right to interrupt/suspend the availability of the e-Tender system without any notice to the users.

→ **System Requirements**

It is the users responsibility to comply with the system requirements: hardware, software, Internet connectivity at user premises to access the e-Tender portal as mentioned in the home page in the link 'resources required'.

Under any circumstances, CIL shall not be liable to the Users for any direct/indirect loss incurred by them or damages caused to them arising out of the following:

(a) Incorrect use of the e-Tender System, or;

b) Internet Connectivity failures in respect of the equipments used by the Users or by the Internet Service Providers, or ;

(c) Inability of the Bidder to submit their bid due to any DSC related problems, hardware, software or any other factor which are personal/ special/ local to the Bidder.

→ **Contents of Tender Information**

Tenders shall be published by the authorized **Tender Inviting Authorities** of the respective Tendering entities of CIL/subsidiary. In case of any clarifications arising out of the tenders, the users have to contact the respective **Tender Inviting Authority**.

→ **Bid Submission Acknowledgement**

The User should complete all the processes and steps required for Bid submission. The successful Bid submission can be ascertained once **acknowledgement** is given by the system through **Bid Submission** number i.e. **Bid ID**, after completion of all the processes and steps. Coal India Limited/Subsidiary is not responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and so the same will not be available to the **Tender Inviting Authority** for processing.

The acknowledgment is the only confirmation of submission of bid, which the bidder can show as a proof of participating in the tender. Other than this acknowledgement, no proof will be considered as a confirmation to the submission of a bid. If the bidder fails to produce this acknowledgement required for verification in case of dispute, his claim for submission of bid may not be considered.

→ **Upload files**

The bidders have to ensure that the files being uploaded by them are free from all kinds of viruses and contain only the relevant information as stated by the Tender Inviting Authorities for the particular tender. It is not obligatory on the part of CIL/subsidiary to read each and every document uploaded by the Bidder. If any bidder / company has uploaded / attached irrelevant data, bogus or fabricated certificates towards his qualification requirements to the respective tender then their User account will be liable for termination permanently or temporarily by CIL/subsidiary without any prior notice.

→ **User Conduct**

You agree that all information, data, text, software, photographs, graphics, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content is originated. This means that you are entirely responsible for all Content that you upload, post, email or otherwise transmit via the e-Tender portal.

CIL/subsidiary does not control the Content posted via the e-Tender portal and, as such, does not guarantee the accuracy, integrity or quality of such Content. Hence under no circumstances, CIL/subsidiary

is liable in any manner for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, e-mailed or otherwise transmitted via the Site.

- **Amendments to a tender published:**

You agree that the CIL/ Subsidiary companies reserves the right to re-tender / cancel a tender or extend the closing date or amend the details of tender at any time by publishing corrigendum as applicable.

- **Special Admonitions For International Use:**

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online content and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data to and from India or the country in which you reside.

- **Links**

The Site may provide, links to other World Wide Web sites or resources. Because CIL/subsidiary has no control over such sites and resources, you acknowledge and agree that the CIL/Subsidiary is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that the CIL/subsidiary shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, Goods or Services available on or through any such site or resources.

Miscellaneous

This Agreement shall all be governed and construed in accordance with the laws of India & applicable to agreements made and to be performed in India. The e-Tender portal's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. CIL/subsidiary may assign its rights and duties under this Agreement to any party at any time without notice to you. Any rights not expressly granted herein are reserved.

Governing Law

Terms shall be governed by, and construed in accordance with, Indian law. The parties agree that the principal civil court , **Nagpur** shall have **non-exclusive** jurisdiction to entertain any dispute with WCL

WCL reserves the right to initiate any legal action against those bidders violating all or any of the above mentioned terms & conditions of e-Tender services agreement.

- **Modification of terms of Agreement**

CIL/its Subsidiaries reserves the right to add to or change/modify the terms of this Agreement. Changes could be made by us after the first posting to the Site and you will be deemed to have accepted any change if you continue to access the Site after that time. CIL/its Subsidiaries reserves the right to modify, suspend/cancel, or discontinue any or all services/ make modifications and alterations in any or all of the content, at any time without prior notice.

- **Policy and Security**

General Policy

CIL/its Subsidiaries are committed to protecting the privacy of our e-Tender site visitors. CIL/subsidiary does not collect any personal or business information unless you provide it to us voluntarily when conducting an online enrolment, bid submission etc. or any other transaction on the Site.

Information Collected

When you choose to provide personal or business information to us to conduct an online transaction, we use it only for the purpose of conducting the specific online transaction that you requested. The information is also used for the purpose of vendor searches. For each online transaction, we require only a minimum amount of personal and business information required to process your transaction.

When you visit our portal to browse, read pages, or download information, we automatically collect and store only the following information:

- The Internet domain and IP address from which you access our portal;
- The date and time you access our portal;
- The pages you visit

This information would help us to make our site more useful to visitors and to learn about the number of visitors to our site and the types of technology our visitors use.

We do not give, share, sell or transfer any personal information to a third party unless required to do so by law. If you do not want any personal or business information to be collected, please do not submit it to us; however, without this required information we will be unable to process your online bid submission or any other on line transaction. Review, update and correction of any personal or business information can be done directly on the Site.

Use of Cookies:

When you choose to enter into an online transaction, we use cookies to save the information that you input while progressing through the transaction. A cookie is a very small amount of data that is sent from our server to your computer's hard drive. By enabling this feature, the cookie will remember the data entered by you and next time when you visit this site, the data stored in the cookie will be available in future.

Security

The Site has security measures in place to protect against the loss, misuse and alteration of information under our control.

C. Letter of Bid (Annexure A).

I/we have read and examined the conditions of contract, Scope of Work, technical specifications, BOQ and other documents carefully.

I /We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the bid conditions and bid documents in its entirety for the above work and agree to abide by and fulfill all terms and conditions and specifications as contained in the bid document.

I/we here by submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document.

I/We hereby confirm that this bid complies with the Bid validity, Bid security and other documents as required by the Bidding documents.

If any information furnished by me/us towards eligibility criteria of this bid is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against CIL/Subsidiary.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us andCoalfields Ltd.

Should this bid be accepted, we agree to furnish Performance Security within 21 days of issue of letter of acceptance. In case of our failure to abide by the said provisionCoalfields Ltd. shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period 12 months.

2.36 Integrity Pact (Annexure D)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of20..., between, on one hand, Coal India Limited/Subsidiary Cos. acting through Shri, Designation of the officer, (hereinafter called the "BUYER / Principal", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.represented by Shri....., Chief Executive Officer (hereinafter called the "BIDDER/Seller/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure(Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Central Public Sector Unit.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Section 1 – Commitments of the Principal

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

No employee of the Principal, personally or through family members , will in connection with the tender for , or the execution of a contract, demand ; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

Principal will exclude from the process all known prejudiced persons.

If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

The Bidder(s) / Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India , if any, Similarly the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s).Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only. The guidelines and terms and conditions for Indian agents of Foreign supplier shall be as per the provisions at Annexure-1 of this document.

The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

If the Bidder / Contractor / Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor / Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case. In particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidences within his / her knowledge concludes that there is a reasonable ground to suspect violation of any commitment listed under Section 2 i.e “ Commitments of Bidder(s) / Contractor(s).

The Bidder accepts and undertakes to respect and uphold the Principal’s absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

If the Bidder / Contractor / Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.”

Section 4 - Compensation for Damages

If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from m the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential.

He/ she reports to the Chairman, Coal India Limited / CMD, Subsidiary Companies

The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information ' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, Coal India Limited / CMD, Subsidiary Companies and recuse himself / herself from that case.

The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

The Monitor will submit a written report to the Chairman, Coal India Limited / CMD, Subsidiary Companies within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

If the Monitor has reported to the Chairman, Coal India Limited / CMD, Subsidiary Companies, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman, Coal India Limited / CMD, Subsidiary Companies has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman Coal India Limited / CMD, Subsidiary Companies.

Section 10 - Other provisions

Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

Section 11- Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Section 12- Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

Section 13 - Other Legal Actions.

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

@@@@@.

CHAPTER –3

QUALIFICATION INFORMATION

(The information to be UPLOADED by all the Bidders)

3.0 INDIVIDUAL BIDDERS OR INDIVIDUAL MEMBERS OF JOINT VENTURE COMPANY / CONSORTIUM

3.1 Constitution or Legal status of Bidder (attach copy)

Place of registration.....

Principal place of business

Power of Attorney of signatory Bid: (attach)

3.2 GENERAL INFORMATION

Name of the Tenderer :					
Participating as <i>(Please tick)</i>	Single entity	Joint Venture	Consortium		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Details of Single Entity /JV / consortium members :					
I	Name (Single entity or Lead member) :				
	Postal address Tel.No. Fax-No. e-mail, website				
	License or registration				
	Bankers name & address				
	Responsibility of the member				
	Turnover (in.....)	< Year>	< Year>	< Year>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
II	Name (member) :				
	Postal address Tel.No. Fax-No. e-mail, website				
	License or registration				
	Bankers name & address				
	Responsibility of the member				
	Turnover (in.....)	< Year>	< Year>	< Year>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Note: In case of more than two members in JV the above information shall be furnished on the same format separately.

3.3 DETAILS OF PERFORMANCE OF EQUIPMENT FOR SIMILAR NATURE OF WORK

(In last 7 years i.e. after-----)

(Experience should be of similar nature as proposed in the Bid)

(Please use separate sheet for each work/project)

Brief description of the Job (Production of coal using Continuous Miner or Similar Equipment with Continuous Cutting Technology)	
Name of the Member responsible for the job	
Contract No.	
Name of mine & Location	
Client's Details Address, Tel.No. Fax-No. e-mail, website	
Type of Equipment deployed	
Targeted Annual production (average)	
Average Annual production achieved	
Maximum production achieved in a year Using a set of Continuous Miner or Similar Equipment with Continuous Cutting Technology)	
Value of total Contract	
Date of award	
Schedule date of completion	
Date of actual completion	
Name :	
Designation:	
	Signature with seal Date

Note: Similar nature of work means winning coal without blasting from underground Mines by deploying Continuous Miner or Similar Equipment with Continuous Cutting Technology with associated equipments

3.4 Annual audited financial reports of the last three years: balance sheets, profit and loss statement, auditor's report etc. (copies to be submitted and the following format be filled in)

Financial information in Rs.	Actual: Previous three years		
	1	2	3
1. Total assets			
2. Current assets			
3. Total liabilities			
4. Current liabilities			
5. Profit before tax			
6. Profit after tax			

3.5 Evidence of access to financial resources to meet the qualification requirements:

Cash in hand, liquid assets, unencumbered real assets, lines of credit and other financial means etc. sufficient to meet the construction cash flow (the copies to be submitted and the following format to be filled-up).

Source of financing	Amount in Rs.
1.	
2.	

3.6 Details of bankers:

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

3.7 Information about litigations, if any, in which bidder is involved:

Year	Award FOR or AGAINST applicant	Name of the client, Cause of Litigation and Matter of dispute	Disputed amount in Rs.

3.8 Details of the Equipments (Continuous Miner or Similar Equipment with Continuous Cutting Technology) Proposed to be deployed for the work: The bidder is required to submit affidavit as per Annexure-B for deployment of matching equipment etc. of required capacity as per NIT.

Note: Please refer technical details in Chapter 5-MINE PROFILE & GEO-MINING CONDITIONS of NIT for deployment of matching equipments for the said work.

3.9 Permanent Income Tax Account No. (PAN)

3.10 OTHER DETAILS

- (a) Details of registration/ enlistment with Government organizations/ PSUs/ Subsidiaries of Coal India Limited.
- (b) Certificate of registration as per statutory requirements under Contract Labour Laws etc. as may be applicable
- (c) Certificate of registration with CMPF authorities.
- (d) Acceptance by the Bidder of the conditions of contract as per Tender Documents (attach signed copies of the bid document downloaded from website along with the tender as proof of acceptance).
- (e) List of minimum and maximum number of person grade and designation wise to be deployed in a shift by the bidder.

Signature of the Bidder

NOTE:

1. Separate sheets may be attached to furnish details, if necessary.
2. In case of Joint Venture Company or ~~Consortium~~, Separate information for each member should be submitted.
3. Documentary evidence of qualifications of the bidder (as per qualification criteria) is to be submitted.

CHECK LIST TO BE FURNISHED BY THE BIDDER

(To be submitted in Part I)

Bidders are requested to fill column 3 and 4 and submit it along with their offer.

Sl. No.	Information/data/confirmation/ documentary proof furnished	Yes (Y) or No (N)	Ref. Page no. of offer
1	2	3	4
1	Bid Securing Declaration as per Annexure-F is submitted		
2	Proof of fulfilling the eligibility criteria furnished.		
3	Proof of Financial Soundness furnished		
4	Furnished Audited/Certified Account/Financial Statement of last 3 years.		
5	Furnished P&L account and Balance sheet of last 3 years.		
6	Furnished Annual Turnover of last 3 years		
7	Furnished Average Turnover in last 3 years.		
8	Furnished status of DGMS approval of each equipment		
9	Whether site of work visited		
10	Whether attended Pre bid meeting held at WCL		
11	Offer has been submitted strictly as per Clause 2.16 under heading document comprising the Bid.		
12	Furnished document establishing good eligibility and conformity to bidder documents.		
13	Furnished detailed specification of equipment offered		
14	Furnished documents regarding past performance of offered equipment		
15	Furnished the Working capital certificate from CA as per Clause 1.6 B a) of e-tender notice.		
16	Letter of authorization (Power of attorney) enclosed		
17	Furnished all documents as per Clause 1.7 of e-tender notice including Affidavit and contractors Bid.		
18	Read all instructions and guidelines issued by Govt. Of India for Restrictions under Rule 144 (xi) of General Financial Rules (GFRs) 2017 and furnished ANNEXURE-O in compliance to these guidelines.		
19	Furnished mine/district layout and sequence of operation.		
20	Furnished detailed Network of implementation.		
21	List of manpower (grade-wise) to be provided by the bidder in each AAP		
22	Requirement of air at the last split of each working district and at the entry of the district.		
23	Bidder to indicate the qualifying criteria under which they intend to qualify:		
	i. Clause No. 1.6 A.a of NIT		
	ii. Clause No. 1.6 A.b of NIT		
	iii. Clause No. 1.6 A.c of NIT		
24	Undertaking Annexure-P furnished in compliance with Clause No.2.4 of NIT.		

4.1 DEFINITIONS

- i. 'Accepting Authority' shall mean the management of the Company and includes an authorized representative of the Company or any other person or body of persons empowered in this behalf by the Company.
- ii. When the words "Approved", "Subject to Approval", "Satisfactory", "Equal to", "Proper", "Requested", "As directed", "Where directed", "When directed", "Determined by", "Accepted", "Permitted", or words and phrases of like import are used, the approval, judgment, direction etc. is understood to be a function of the Owner/Engineer/Engineer-in-charge.
- iii. "Bank Guarantee" shall mean the Bank Guarantee to be provided by the bidder to the Owner.
- iv. "Codes" shall mean the following, including the latest amendments, and/or replacements, if any:
 - a) Standards of Bureau of Indian Standards relevant to the works under the contract and their specifications.
 - b) Other internationally approved Standards and/or rules and regulations touching the subject matter of the contract.
 - i) A.S.M.E. Test codes.
 - ii) A.I.E.E. Test codes.
 - iii) American Society of Materials Testing Codes.
 - iv) Indian Electricity Act and Rules and Regulations made thereunder.
 - v) Indian Explosive Act and Rules and Regulations made thereunder.
 - vi) Indian Petroleum Act and Rules and Regulations made thereunder.
 - vii) Indian Mines Act and Rules and Regulations made thereunder.
 - c) Any other laws, rules, regulations and Acts applicable in the country with respect to labour, safety, compensation, insurance etc.
- v. The word "Company" or "Employer" or "Owner" wherever occurs in the conditions, means the Western Coalfields Limited, represented at the headquarters of the Company by the Chairman cum Managing Director or his authorized representative or any other officer specially deputed for the purpose.
- vi. The 'contract' shall mean the notice inviting Bid, the Bid as accepted by the company and the formal agreement executed between the company and the contractor together with the documents referred to therein including work order, general terms and conditions, special terms and conditions, Additional terms and conditions etc., if any, schedule of quantities with rates and amounts, Schedule of work.
- vii. "**Contract period**" shall start from the date of commencement of contract and includes 9 (nine) production years of cumulative coal production starting within eighteen months from the date of issuance of Letter of Acceptance (LOA) and shall continue up to three months from last full and final payment released by WCL to the Contractor after issue of contract completion certificate by WCL.
- viii. '**Contract price**' shall mean
 - a) in the case of lump sum contracts, the total sum for which Bid 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 Bidder for the various items shown in the 'Bill of quantities' of the Bid documents as accepted by the company with or without any alteration as the case may be.
- ix. The word "**contractor**"/"**contractors**" wherever occurs means the successful Bidder/Bidders who has/have submitted Bid Securing Declaration and has/have been given written intimation about the acceptance of Bid 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.
- x. A '**Day**' shall mean a day of 24 hours from midnight to midnight.
- xi. "Date of commencement of Contract" shall mean the date of issuance of the 'Letter of Acceptance'.
- xii. "DGMS" means Directorate General of Mines Safety, the Indian Government Regulatory agency for

safety in mines and oil-fields.

- xiii. "Development" means the drivage of series of roadways parallel to each other and also at angles forming blocks of coal to support super-incumbent strata, in order that their network reach pre-determined boundary.
- xiv. "District" means independent blocks of coal connected at one end to the main arterial transport and ventilation networks and at the other end extending up to the boundary or barrier of the adjacent district with the barrier extending on the other two sides of the district. The district is as such an independent production unit in an underground mine.
- xv. "Drawings"/ "Plans" shall mean all:
 - a. drawings furnished by the owner/consultant as a basis for proposals,
 - b. drawings submitted by Contractor with his proposal provided such drawings are acceptable to the Owner/Consultant,
 - c. drawings furnished by the Owner/Consultant to Contractor during the progress of the work, if any and
 - d. engineering data and drawings submitted by Contractor during the progress of the work provided such drawings are acceptable to the Engineer.
- xvi. Engineer-in-Charge / designated Officer In-charge for this contract will be Sri (Post / Designation of an officer to be given here as decided by the competent authority) who will be responsible for supervising and administering the contract.
- xvii. Unless otherwise decided by the competent authority, Engineer In-charge for the awarded work will be the Area CGM / Area GM of the concerned Area / Project.
- xviii. "Final Acceptance" shall mean the owner's written acceptance of the works performed under the contract after successful completion.
- xix. "Inspector" shall mean the Owner or any person nominated by the Owner from time to time, to inspect the equipments, stores or Works under the contract and/or the duly authorised representative of the owner.
- xx. "Letter of Acceptance" of the tender shall mean the official notice issued by the company notifying the successful bidder that his tender has been accepted.
- xxi. "Continuous Miner or Similar Equipment with Continuous Cutting Technology" means the technology with coal production system, which is continuous in nature and without deploying drilling and blasting as a major means of getting coal. The Continuous Miner or Similar Equipment with Continuous Cutting Technology so deployed should not have the cutting drum width less than 3.3 Mtr.
- xxii. "The mine or Site" shall mean the underground mine or 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 in the performance of the contract.
- xxiii. "Month" shall mean a calendar month according to the Gregorian calendar.
- xxiv. Words importing "Person" shall include firms, companies, corporations, and associations or bodies of individuals, whether incorporated or not.
- xxv. The word "Principal Employer" wherever occurs, means the authorized representative or any other officer specially deputed by the Company for the purpose.
- xxvi. "Production Year" shall mean 6100 production hours spread over one calendar year having normally 305 working days starting from the first day of the succeeding month immediately following deployment of bidder's underground equipment and the date of commencement of production. In case of stoppages for which Employer is responsible, working on weekly rest days and public holidays will be allowed to compensate such stoppages. Stoppages of less than half an hour shall be disregarded entirely for the purpose of accumulation. "One day of additional work shall be allowed for every 20 hours of stoppages accumulated. The actual hours worked on any Sunday or a public holiday will reduce the accumulated hours of stoppages on 'hour by hour' basis. No additional hours will be permitted for any such stoppage on a Sunday or a public holiday. First Production Year therefore shall

last for 305 working days from commencement plus any extensions as provided in this sub clause. Each of the subsequent Production Years shall commence on the expiry of the previous Production Year and shall last for 305 working days plus any extension as provided in this sub-clause. Where accumulated hours could not be covered by working on Sundays and holidays as mentioned above, the Production Year shall be extended (week-days and Sundays) to reduce the accumulated hours as quickly as practicable before the commencement of the next Production Year.

Time required for shifting of the equipments from one panel to another panel shall be included in the production year. However, time period required in shifting the equipments from one seam to another seam and overhauling the machines shall not be included in the production year.

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 Contract execution.

- xxvii. "Pillar extraction" means extraction of coal blocks formed after development by any method; with a reasonable percentage of recovery of coal, leaving void underground. The method of pillar extraction should be approved in writing by DGMS.
- xxviii. '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.
- xxix. "Site Investigation and Monitoring Services" means those expert services which the Bidder shall procure from a suitably qualified firm. The Bidder has the responsibility for engaging such firm, coordinating provision of services for the Contract Period, and making payment to the firm.
- xxx. "Specification" shall mean the technical specifications forming a part of the contract and such other schedules and drawings as may be mutually agreed upon.
- xxxi. The term "sub-contractor", means any person to whom execution of any part of the work including supply of any Equipment is sub-Contracted directly or indirectly by the Contractor, and includes his legal successors or permitted assigns.
- xxxii. 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 be obviate any risk or accident or failure or become necessary for security.
- xxxiii. '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 office of the Corporation/Company for whom it is in Bid, or if delivered at or sent by registered mail / e-mail to the last business address known to him who gives the notice.
- xxxiv. Words importing singular only shall also include the plural and vice-versa where the context so requires.

4.2 CONTRACT DOCUMENT

4.2.1 The successful bidder shall enter into a Contract Agreement with the Owner within 28 (Twenty Eight) days from the date of 'letter of acceptance' of tender or within such extended time as may be granted by the owner. If the successful bidder is a consortium / Joint Venture company, the contract agreement should be signed jointly by each member of consortium / Joint Venture Company. The performance Bank Guarantee for the proper fulfillment of the contract shall be furnished by the successful bidder in the prescribed form within 21 (Twenty One) days from the date of 'letter of acceptance'.

4.2.2 The contract shall be considered as having come into force from the date of issue of the 'Letter of Acceptance'.

4.2.3 The following documents shall constitute the contract documents:

- i) Articles of Agreements,
- ii) Notice Inviting Tender, Addendum (if any), Offer and various clarification furnished by the successful bidder.
- 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) Scope of Work
- v) Conditions of contract,
- vi) Special Terms and Condition
- vii) Price/Rate and Price Variation
- viii) Technical Specification of Equipment.
- ix) Other Documents
 - a. Time Schedule
 - b. List of equipment to be deployed
 - c. List of Manpower to be deployed
 - d. Designated Mining Area
 - e. Integrity Pact
 - f. Guidelines for Banning of Business.
 - g. Any other relevant documents.

4.2.4 The agreement will be signed in 2 (two) originals and Contractor shall be provided with one signed original. After Letter of Acceptance Contractor shall proceed with the work, 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. 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 authorized by company for the purpose. None of these documents shall be used by Contractor for any purpose other than this contract and Contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

4.3 DISCREPANCIES AND ADJUSTMENTS THEREOF

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

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

4.4 PERFORMANCE SECURITY/SECURITY DEPOSIT

4.4.1 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.

4.4.2 Performance Security (first part of security deposit) should be 5.0% of annualized value of contract amount and should be submitted within 21 days of award of work / issuance of LOA by the successful bidder in any of the form given below:

- A Bank Guarantee in the form given in the bid document from any scheduled Bank. The BG issued by outstation bank shall be operative at its local branch at **Nagpur** or branch at **Nagpur**
- Govt. Securities, FDR (Scheduled Bank) or any other form of deposit Stipulated by the owner and duly pledged in favour of owner.
- Demand Draft drawn in favour of **Western Coalfields Ltd** on any Scheduled Bank payable at its Branch at **Nagpur**.

However, Company may approve submission of Performance Security beyond 21 days by another 14 days with proper justification on a case to case basis.

The Earnest Money/Bid Security deposited to be returned to the contractor after submission of performance security. The Earnest Money/Bid Security deposited may be adjusted against the security deposit (Performance Security) at bidder's option.

If performance security is provided by the successful bidder in the form of bank guarantee it shall be issued either –

- a) at Bidder's option by a Scheduled Bank or
- b) by a foreign bank located in India and acceptable to the employer.

The validity of the bank guarantee shall be for a period of one year or ninety days beyond the period of contract or extended period of contract (if any), whichever is more.

In case the successful bidder fails to submit the Performance Security within the stipulated time then the award of work shall be cancelled & they will be banned for two years from being eligible to submit Bids in CIL and its subsidiaries.

In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.

Bank Guarantee (BG) is to be submitted in the format prescribed by the Company. Bank Guarantee shall be irrevocable and it shall be issued by any Indian Nationalized Bank/Scheduled Bank on Structured Financial Messaging System (SFMS) platform which is payable / enforceable at Betul.

The paper BG would be delivered by Issuing Bank to the Beneficiary under Speed Post/Registered Post (AD). Original Bank Guarantee shall be accepted from Issuing Bank only. However, the paper BG would be operative only on receipt of a separate advice through SFMS and confirmed by the Advising Bank (i.e. Beneficiary Bank). The confirmation of issuance of BG through SFMS from Advising Bank shall be obtained through electronically as well as print out of the said message from Advising Bank with seal and signature.

The details of Beneficiary for issue of BG under SFMS platform is furnished below:

Name of Beneficiary & its details	Name	Western Coalfields Limited
	Area	Nagpur Area
	Bank Account No.	
	Department	Contract Management Cell
Beneficiary Bank & Address		
IFSC Code		

The above particulars are to be incorporated by the Issuing Bank properly while issuing BG under SFMS mode to avoid any problem in future.

Original Bank Guarantee (issued by the Issuing Bank) shall be sent by the Issuing Bank to concerned Department by Registered Post (AD).

- 4.4.3 All Running on Account Bills shall be paid at 95%. The balance 5% shall be treated as retention Money and will be second part of security deposit.

For contract of more than one year, Retention Money may be refunded the contractor annually on submission of the Bank Guarantee of the equivalent amount subject to satisfactory performance of the contractor during the year. The validity of the Bank Guarantee shall be for 270 days beyond the period of contract or extended period of contract or one year whichever is more.

- 4.4.4 **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 work and certified as such by the Engineer-in-charge, the security deposit remaining with the company shall be refunded.

Performance Security (1st part of security deposit) shall be refunded within 60 days of the completion of the work. (The date of completion of the work will be certified by the Engineer-in-charge)

Retention Money (2nd part of security deposit) shall be refunded after 180 days of the completion of the work.

4.4.5 **Additional performance security:**

Additional performance security shall be applicable if the bid price is below 15% of the estimated cost put to tender. The amount of such additional performance security shall be the difference between 85% of the estimated cost put to tender and quoted price.

Additional performance security (APS) shall be furnished within 21 days of issuance of LOA by the successful bidder. Failure to submit such additional performance security shall result into cancellation of contract with forfeiture of earnest money.

Additionally, the company shall debar such defaulting contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter.

In case of JV/ Partnership firm, the debarment shall also be applicable to all individual partnership JV/Partnership firm. Additional performance security may be furnished in any of the forms as applicable for performance security.

The validity of Bank Guarantee if APS submitted in the form of BG shall be for a period of one year or ninety days beyond the period of contract/extended contract period (if any), whichever is more.

This additional performance security will not carry any interest and shall be released in the following manner:

- i) 30% of Additional performance security will be released after 60% of the total work is completed.
- ii) 50% of Additional performance security will be released after 80% of the total work is completed.
- iii) 100% of Additional performance security will be released after total work is completed. Additional performance security may be furnished in any of the forms as applicable for performance security.

4.5 **TIME FOR COMPLETION OF CONTRACT - EXTENSION THEREOF,**

- 4.5.1 Immediately after Bid of the contract is concluded, the Engineer-in-charge and Contractor shall agree upon time and progress chart prepared on the basis of a work schedule to be submitted by Contractor showing the order in which the work is proposed to be carried out within the time specified in the contract document. 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 whichever is later.

However, the Date of Commencement may be decided with mutual consent with the Contractor on any date after issue of letter of acceptance / work order or handing over the site prior to the date as prescribed above.

- 4.5.2 If Contractor without reasonable cause or 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 Contractor to commence the work, failing which to forfeit the Performance Security Deposit deposited by him. Additionally, the Company shall debar such defaulting Contractor from participating in future tenders in concerned Subsidiary for a period of minimum 1 (one) year from the date of issue of such letter.

In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.

- 4.5.3 However, Contractor may request the company in writing for extension of time giving full reason for the delay in commencing the execution of the work within the aforesaid date which the company may consider on basis of merit and may allow reasonable extension of time. Such extension shall be communicated to Contractor in writing by the company within 1 month from the date of receipt of such

request.

4.5.4 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.

4.5.5 Time required for shifting from one panel to another shall be included in the production year. However, time period required in shifting the equipments from one seam to another seam shall be given additionally as per mutually agreed.

4.5.6 **EXTENSION:** The Agreement shall come into effect from the date of the Letter of Award (LOA). Unless priorly terminated in accordance with the terms of the Agreement, the Agreement shall remain in force for a period of 9 (nine) years of cumulative coal production starting within eighteen months from the date of issuance of Letter of Acceptance (LOA) with the right of WCL to review the technical capability and soundness of the contractor and upon its satisfaction to extend the Contract Period by another 3 (three) years or more on mutually agreed terms and conditions. Terms & conditions regarding extension of the Contract Period shall be discussed 1 (one) year before the end of the "contract period" as defined in Clause No.4.1 vii.

4.6 **QUALITY ASSURANCE**

Contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that 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 Contractor.

Contractor shall adopt prudent industrial practices to avoid mixture of foreign materials like stones and metallic objects during mining of Coal and take measures to the satisfaction of WCL to ensure that to the extent possible no stones or foreign material extraneous to Coal shall be delivered.

Contractor is responsible to produce -100 mm size of coal.

4.7 **MEASUREMENT AND PAYMENT**

4.7.1 Before execution of work, the area from where coal / coal-measure-strata is to be extracted by Contractor, shall be properly demarcated and a plan thereof shall be prepared maintained and kept up-to-date at weekly intervals. During course of execution, measurement shall be taken at weekly intervals (if necessary at closer intervals) and the measurement shall be plotted on the same plan. Measurement shall be taken jointly by the Engineer-in-charge or his authorized representative and by Contractor or his authorized representative. At the end of every measurement period, wherever possible the insitu volume thus excavated and removed by Contractor, will be calculated. The measurement of coal will be in metric tonne.

The quantity of coal produced shall be decided on the basis of underground survey (as per Clause 5 A of yellow book 2020), the *specific gravity* of coal shall be determined on the basis of joint sampling of coal and the quantity of production of coal by the contractor in metric tonne will be arrived.

The aforesaid method of measurement of coal has to cross checked by any of the following method of measurement.

If underground mine is worked by Single Contractual working:

The Quantity of coal produced to be determined on the basis of weighment through WCL owned weigh bridges installed on the surface.

If underground mine is worked simultaneously by both Departmental and Contractual working or more than one contractual working:

1. The Quantity of coal produced to be determined on the basis of Shuttle Car factor (as per Clause 10 of yellow book 2020 for determination of tub / mine factor)

Or

2. The quantity of coal produced is to be decided on the basis of weightometer(s), net weight of coal will be derived from weighment readings of the belt weightometer(s) installed below ground, which will be provided by the Contractor.

The belt weightometer(s) shall be calibrated and stamped as per the schedule specified by the Department of weights & measures of the State in which the mine is located. Wherever possible, it would be cross checked by underground survey. In case of panel extraction, cross checking by underground survey will be done, if feasible. In case of breakdown of belt weightometer(s), measurement by underground survey of face advance will be adopted.

Calibration of belt weightometer(s) / weighbridges and measurements shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the Contractor or his authorized representative.

Before taking up calibration of weightometer(s) / weighbridges or 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 calibration / measurement. Every calibration / measurement thus taken shall be signed and dated by both the parties on the site on completion of the calibration / measurement

In the event of failure on the part of Contractor to attend or to send his authorized representative to attend the calibration / measurement after receiving the intimation, the calibration / measurement taken by the Engineer-in-Charge or by his authorized representative shall be taken to be the correct measurement.

- 4.7.2 WCL and Contractor shall conduct a joint survey to determine the progress of the works at the end of each calendar month. This measurement shall be completed by the 5th day of the following month and summarized by Contractor and documented as 'Progress Certificate' to be delivered to WCL.
- 4.7.3 **Payment on Account** - Contractor shall submit monthly bill/bills for the work carried out in accordance with Contract. The engineer-in-charge shall then arrange for verification of the bill/bills and payment of verified amount after adjustment, if any, within 30 days of bill submitted by Contractor. Payment on account shall be made on the Engineer-in-charge certifying the sum to which Contractor is considered entitled by way of interim payment for the following:
 - a) The work executed as covered by the bill/bills after deducting the amount already paid, electricity charges and such other amounts as may be deductible or recoverable in terms of the contract.
- 4.7.4 The company reserve the right to recover/ enforce recovery of any overpayments detected after payment as result of post-payment audit or technical examination or any other means, notwithstanding the fact that amount of disputed claim, if any, of the Contractor exceeds the amount of such overpayment and irrespective of the fact whether such disputed claims of Contractor are the subject matter of arbitration or not. The amount of such over payment may be recovered from the subsequent bills under the contract, failing that from Contractor claim under any other contract with the company or from Contractor's security deposit or Contractor shall pay the amount of overpayment on demand.
- 4.7.5 TDS as applicable will be deducted in accordance with relevant provisions of Income Tax act.

4.8 MOBILISATION ADVANCE

No Mobilisation Advance will be given by WCL.

4.9 TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT

- 4.9.1 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 Contractor
 - 1.1 makes default in proceeding with works with due diligence and continues to do so even after a notice in writing from Engineer-in-charge, then on the expiry of the period as specified in the notice
 - or
 - 2.1 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

3.1 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

4.1 transfers, sublets, assign the entire work or any portion thereof 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.

4.9.2 The contract shall stand terminated under the following circumstances:

In the case of Contractor being a company, its affairs are under liquidation either by resolution passed by the company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the company, if any.

4.9.3 On cancellation of the contract or on termination of Contractor, the Engineer-in-charge shall have powers to carry out the incomplete work by any means at the risk and cost of Contractor.

4.9.4 **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 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 Contractor or on ground of the safety of the work or part thereof. In the event of suspension for reason other than any default on the part of Contractor, extension of time shall be allowed by the company equal to the period of such suspension.

4.9.5 **Foreclosure of contract in full or in part** - If at any time after acceptance of the tender, the company may decide to abandon or reduce the scope of the work in following circumstances:

- a) A drop in requirement consequent upon change in geo-mining conditions not allowing company/management to proceed further being detrimental to the interest of Company.
- b) Continuation of work may endanger safety and security of men and property of the company.
- c) Causative events like land acquisition problems/problem of shifting of villagers etc.

In this case the, 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 works executed and measured at site up to 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.

However, the penalty on account of shortfall quantity as **per Clause No.4.18** will be levied on the contractor.

4.10 LIABILITY FOR ACCIDENTS AND DAMAGES

4.10.1 The Company will not be responsible for any accident during work to any workman / staff or anyone who is assigned job by Contractor under the contract. Company shall have no responsibility/ liability whatsoever for compensation payment in case of such accident. Contractor shall be responsible for loss or damage to their equipments etc. during entire Contract period.

4.10.2 The contractor shall take adequate Insurance coverage for payment of any compensation to any workmen / staff of contractor or of WCL if the said workman / staff / officers of either contractor or WCL dies or suffers an injury from any accident arising during the course of operation of the Continuous Miner or Similar Equipment with Continuous Cutting Technology.

4.11 FORCE MAJEURE

- 4.11.1 Should Force Majeure prevent or hinder the execution by either party of any of its obligations under this Contract, then the parties so affected shall be excused performance of its obligations for so long as such performance is thereby prevented or delayed. Both parties shall make every reasonable effort to minimize the effects of Force Majeure upon the Contract as far as possible.
- 4.11.2 The affected party shall notify the other by fax immediately but not later than 72 hrs from the time of occurrence of Force Majeure and confirm forthwith thereafter by registered letter enclosing therein reasonable evidence. Should the effect of Force Majeure last more than ninety (90) consecutive days, the parties to the Contract shall settle further execution of the Contract in an amicable way and arrive at an agreement within a reasonable time limit.
- 4.11.3 For the purposes hereof "Force Majeure" shall mean and include Acts of God, War, Hostilities, Riot, Civil War, Insurrection or Civil Commotion, Malicious Damage, Blockades, Embargoes, Strikes and Lockouts, Sabotage, Explosions, Government Actions or non actions, Earthquake, Flood. Fire or other natural physical disaster, Plague or other epidemic, extra-ordinary thinning of coal seam, major geological disturbance, which is beyond the control of the party claiming force majeure which prevent or hinder the carrying out of obligations under Contract. Regarding major geological disturbance the opinion of WCL will be the final.

4.12 RESPONSIBILITIES OF THE CONTRACTOR

- 4.12.1 Contractor, before starting the work, shall furnish to the Engineer in charge the list of equipments, proposed to be deployed for the work. No equipments shall be deployed for the work without the approval of the Company.
- 4.12.2 The Company shall have the right to inspect or arrange inspection of the equipments deployed by Contractor for the work at any time and declare any equipment unsafe and ask for its immediate withdrawal from the site/ operation. Contractor shall ensure prompt/ immediate compliance of the same.
- 4.12.3 Contractor shall at his own cost, arrange for regular checking/ maintenance/ repair of the equipment and keep them in good and safe condition at all times. Proper records of such checking/ maintenance/ repair shall be maintained in a Log Book kept for the purpose, which shall be readily available for inspection whenever required.
- 4.12.4 Only experienced, skilled and disciplined worker of sound health, good behavior and antecedents having experience shall be deployed by Contractor to operate the equipments deployed for the work.
- 4.12.5 Contractor shall bring/ take back and arrange for the transportation of the equipments/ men and material required for the work at his own cost. However, the existing facilities available in the mine may be used by Contractor with the permission of the Engineer.
- 4.12.6 The work may be executed round the clock on all the days of week, if required or as directed by the Engineer in charge and Contractor shall be obliged to comply with the same.
- 4.12.7 Contractor shall at his own cost arrange for all materials, stores, spares, tools, tackles etc. and maintenance/repairs of the equipments required/ deployed for the work. The company shall have no liability whatsoever on this account.
- 4.12.8 Contractor shall maintain proper records in English/ Hindi of the equipments/persons etc. deployed for the work, work done, daily attendance of the employee, 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 Contractor to submit such reports as it considers necessary and Contractor shall be bound to comply with such instructions.
- 4.12.9 The Company shall have no responsibility/ liability whatsoever for compensation payment in case of accident / damage to Contractor's equipments in the transit or while engaged in the work.
- 4.12.10 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, CMR-2017, Payment of Wages Act, Workmen's Compensation Act, etc. as amended from time to time and shall be fully responsible and liable for due observance of the same. The company shall have no responsibility / liability whatsoever on these account and Contractor shall fully indemnify the Company against any claim/ dispute / reference Award, etc. arising out of the same.

- 4.12.11 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 Contractor and a copy of the same shall be furnished to the Engineer in charge as and when required. All these persons shall be in the direct employment and under direct administrative control of Contractor and the management shall have no responsibility / liability whatsoever in this regard.
- 4.12.12 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.
- 4.12.13 Contractor shall not engage any person less than 18 years of age or female as required by relevant law.
- 4.12.14 The contractor / contractors shall not pay less than the wages fixed (notified and prevalent during execution of the work for mining activities as per policy decision of the Company / CIL valid from time to time) in respect of his employees of different categories.

Note:

However, if the basic rate of wages of labour as fixed by CIL is revised during the contract period then the incremental difference shall be reimbursed on actual basis through a suitable mechanism as decided by CIL / Subsidiary.

The Minimum rates of wages (HPC) showing the basic rates +VDA, payable w.e.f. 01.04.2022 will be as under:

Categories of Employee	Rate of Wages including VDA (in Rs.) per day w.e.f. 01.04.2022.
Unskilled	Rs. 787.00 + 198.00= 985.00
Semi Skilled / Unskilled Supervisory	Rs. 817.00 + 205.00=1022.00
Skilled	Rs. 847.00 + 213.00= 1060.00
Highly Skilled	Rs. 877.00 + 220.00= 1097.00

- 4.12.15 Contractor shall make payment to his employees at the place (s) and manner specified by the Engineer in charge and in the presence of Company's authorized representative who shall duly witness all payments by Contractor to his employees. For this purpose Contractor shall notify to the Engineer in charge the wage period (s) day/ date and time of payment.
- 4.12.16 Contractor shall prepare the wage sheet for his employees in duplicate, a copy of which shall be regularly submitted to the Engineer in charge.
- 4.12.17 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.
- 4.12.18 Contractor shall also comply with the provisions of the Coal Mines Provident Fund Scheme and Coal Mines Pension Scheme and regularly deposit the contributions in accordance with the same. The company shall have no liability whatsoever in this regard. For the avoidance of doubt, if the contractor is already having provision of CMPF or EPF in case of Provident Fund and CMPS or Govt Pension Scheme in case of Pension Scheme for the workmen employed by him, then the same shall be allowed continued on award of contract.
- 4.12.19 The responsibility of 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 Contractor against any claim arising out of any non pay-payment/ short-payment/ dispute/ award.
- 4.12.20 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. However, WCL shall provide their existing vocational training centre for undergoing the said training free of cost.
- 4.12.21 Contractor shall provide footwear, helmets and other protective equipments, to his employees as provided in law at his own cost.

- 4.12.22 Initial Medical Examination (**IME**) of all contractual mining workers is mandatory and an amount of Rs.950/- per person or as per prevailing rate shall be charged towards conducting IME for each worker, which shall be recovered from the bills of Contractor.
- 4.12.23 Payment to Contractor will be done through Electronic mode. For this the desired information are to be furnished by the bidder after becoming successful.
- 4.12.24 The Contractor shall keep Company indemnified against all damages caused to any employee and / or property of company due to negligence of the Contractor and / or its men and agents.

4.13 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 General Manager. 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 committee.

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, Customs & Excise duties)/ State Public Sector Enterprises 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 (THE ARBITRATION AND CONCILIATION ACT, 1996 as amended by AMENDMENT ACT of 2015).

4.13(A): Settlement of Disputes through Arbitration

If the parties fail to resolve the disputes/differences by in house mechanism, then, depending on the position of the case, either the employer/owner or the contractor shall give notice to other party to refer the matter to arbitration instead of directly approaching Court. The contractor shall, however, be entitled to invoke arbitration clause only after exhausting the remedy available under the clause 4.13.

In case of parties other than Govt. agencies, the redressal of disputes/differences shall be sought through Sole Arbitration as under.

Sole Arbitration:

In the event of any question, dispute or difference arising under these terms & conditions or any condition contained in this contract or interpretation of the terms of, or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of a person, appointed to be the arbitrator by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be). The award of the arbitrator shall be final and binding on the parties of this Contract.

- (a) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his/her award being set aside by the court for any reason, it shall be lawful for the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.
- (b) It is further a term of this contract that no person other than the person appointed by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.

Subject as aforesaid, Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015 and the rules thereunder and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

The venue of arbitration shall be the place from which the contract is issued.

Applicable Law: The contracts shall be interpreted in accordance with the laws of the Union of India.

Contracts with Partnership firm/ Joint Venture/Consortium:

The Partnership firm /Joint Venture/Consortium is required to submit written consent of all the partners to above arbitration clause at the time of submission of bid.

4.14 E-way Bill

The e-way bill required in connection with supply of goods or services, if any, shall be arranged by the supplier/vendor. However, the e-way bill will be arranged by CIL/Subsidiary if the supplier/vendor is unregistered one or if provisions of the relevant Act and the rules made there under specifically states that the e-way bill is required to be issued by recipient of goods.

4.15 In the event of recovery of any claim towards LD Charges, Penalty, fee, fine or any other charges from the supplier/vendor, the same will be recovered along with the applicable GST and the amount shall be adjusted with the payment to be made to the supplier/vendor against their bill / invoice or any other dues.

4.16 SUB-CONTRACTING

No Sub-Contracting Without Permission

The Contractor must not sub-contract its obligations under this Agreement without the prior written approval of WCL. Any approval to sub-contract given by WCL in accordance with this Clause shall not discharge the Contractor from any liability under the Agreement and Contractor remains subject to all of its obligations under the Agreement. The Contractor must ensure any sub-Contractor so approved by WCL observes all the provisions of the Agreement as if the sub-Contractor is also a party to this Agreement.

4.17 CERTIFICATE NOT TO AFFECT RIGHT OF OWNER AND LIABILITY OF CONTRACTOR

No interim payment certificate of the engineer, nor any sum paid on account, by the owner, nor any extension of time for execution of the works granted by the engineer shall affect or prejudice the rights of the owner against Contractor or relieve Contractor of his obligations for the due performance of the contract, or be interpreted as approval of the works done or of the equipment furnished and no certificate shall create liability for the owner to pay for alterations, amendments, variations or additional works not ordered, in writing, by the engineer or discharge the liability of Contractor for the payment of damages whether due, ascertained, or certified or not, or any sum against the payment of which he is bound to indemnify the owner, nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of Contractor against the owner.

4.18 COMMITMENT TOWARDS MINIMUM GUARANTEED PRODUCTION

Contractor would guarantee to produce the minimum guaranteed production of coal from the mining districts and delivery the same on the gate belt.

4.18.1 Commitment Charges:

In case, the Contractor fails to meet the agreed annual guaranteed production, he will pay commitment charges as indicated below:

Actual Production in % of Annual Minimum Guaranteed production	Penalty to be Deducted
From <100% to 85%	@10% of price per tonne charged on the difference of production from minimum guaranteed production of that production year.

From < 85% to 70%	Amount calculated in above penalty (for <100% to 85%) plus 20% of price per tonne charged on the difference of production from 85% of minimum guaranteed production of that production year
Less than 70%	Amount calculated in above penalty (for <85% to 70%) plus 30% of price per tonne charged on the difference of production from 70% of minimum guaranteed production of that production year

4.18.2 Payment of coal production during commercial production period will be made monthly. The interim adjustment for **penalty** will be done quarterly and the final adjustment will be made on the basis of coal production in that particular production year.

4.19 DGMS APPROVAL

4.19.1 All equipments/goods requiring permission under the law and to be supplied under the Contract must be approved by the Director General of Mines Safety (DGMS), Dhanbad, India for use in gassy coal mines. Approval has to be obtained by Contractor at his own expense.

4.19.2 DGMS approval for the deployment of the Continuous Miner or Similar Equipment with Continuous Cutting Technology (approved by DGMS) in the Underground mine for development & depillaring would be obtained by WCL with the help of Contractor. WCL would put up application and Contractor will provide all necessary assistance to WCL for obtaining DGMS approval.

4.19.3 Shipment of the equipment shall be made by Contractor, only after the approval of concerned equipment and Technology by DGMS has been obtained.

4.20 APPLICABLE LAWS

4.20.1 The contract shall be governed by the laws of India being in force for the time being. The Contractor shall be governed by any applicable National, Municipal, Local or other law and any requirement or regulations of any Indian Governmental Authority or Agency in connection with the performance of the work.

4.20.2 The Contractor shall observe all the safety rules and regulations as required under the statutory Acts of the Government of India including specially, Mine Safety Regulations of India. The Contractor shall be well acquainted with all such laws applicable in connection with the performance of the contract and diligently observe and comply with all such laws.

4.20.3 WCL shall have the right to object to an unsafe practice followed by the Contractor and direct that the work be carried out in a safe manner.

4.21 INSURANCE

4.21.1 The Contractor shall carry and keep current during the Term of this Agreement adequate insurance coverage for the Contractor's employees, the coal mining, handling & transportation facilities, the contracted facilities and equipment, Third Party Liability policies and Motor vehicle insurance covering own damage, Third Party Property damage and Third Party Personal Injury insurance to the satisfaction of WCL. The Contractor shall upon request of WCL, furnish WCL with particulars of the insurance policies procured by the Contractor for the purpose of the Works.

4.21.2 The Contractor shall indemnify WCL against any losses as above that may result due to lack of required insurance cover.

4.21.3 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 pay directly the ex-gratia amount of **Rs 15 lakhs** to the same dependent as per the terms of the contract or through insurance company by availing Group Personal Accident Insurance Policy for all its worker before commencement of the contract, which shall be renewed periodically to cover the entire duration of the contract. No. reimbursement shall be made on this account by CIL/ Subsidiaries.

In order to comply with the above provisions, contractor shall immediately on receipt of letter of acceptance / work order shall obtain group personal accident insurance in respect of the workmen engaged in mining activities to assure such payment of **Rs 15.0 lakhs** in case of death in mine accident within 30 days. A proof to such effect shall be produced to the satisfaction of the management before commencement of the work. However, the responsibility of payment of special relief / ex-gratia amount shall be exclusively with the contractor.

If the contractor fails to disburse the special Relief / Ex-gratia within the due date, the subsidiary concerned may make the payment to the eligible dependent as mentioned herein above. However, such amount shall be recovered from the contractor from his dues either in the same and / or other subsidiaries /CIL.

- c. 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.
- d. 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.

4.22 ACCESS TO SITE AND WORKS ON SITE

- 4.22.1 Suitable access to and possession of the site shall be accorded to Contractor by the owner in reasonable time.
- 4.22.2 In the execution of the works, no persons other than Contractor or his duly appointed representative and workmen, shall be allowed to do work on the site, except by the special permission, in writing of the engineer or his representative.
- 4.22.3 Contractor shall establish a site office at the site and keep posted an authorised representative for the purpose of the contract. Any written order or instruction of the engineer or his duly authorised representative shall be communicated to the said authorised resident representing Contractor and the same shall be deemed to have been communicated to Contractor at his legal address.

4.23 COMPLETION CERTIFICATE

On completion of the contract period and notifying the same by Contractor to the Engineer-in-Charge, the Contract Completion Certificate shall be issued by the Engineer-in-charge. Payment of final bill shall be made thereafter and refund of security deposit shall, however, be made as per relevant clause of the contract.

- 4.24 The contractor shall register himself and enter the following details in the Contract Labour Payment Management Portal (CLPMP) of coal India Limited within a period of seven days from the date of issuance of LOI/Work Order in case the contract period is less than one month with a period of one month if the contract period is more than 30 days and periodically update the same.

1. The contractor registration details.

2. LOI/Work Order details.
3. Contractor workers' details and wage payment and deduction details in respect of LOI/Work Order.

4.25 BIOMETRIC ATTENDANCE SYSTEM

"Before commencement of work, the contractor has to register / map their employees in Biometric Attendance System of WCL. Each employee by contractor should mark their "IN" and "OUT" in duty in each day of employment on Biometric Attendance Machine provided by the WCL. At the end of every wage period the contractor shall upload in the Contractor Labour Payment Management Portal (CLPMP) of CIL i.e. details of employees employed, their attendance, wages, statutory deduction and statutory contributions in the wage period and take a print out of CLPMP portal generated wages, deductions and statutory contribution details and submit the same along with certified bank statement and challans in proof of payment of wages and statutory contribution to the officer, empowered to issue Labour Payment Certificate (LPC) within three weeks from the end of wage period."

4.26 Guidelines for Banning of Business

CIL and its Subsidiary Companies shall follow the following guidelines for effecting 'Banning of Business' with a contracting entity in respect of Works and Services Contracts.

1. Observance of Principle of Natural Justice before banning the business dealings with any contracting entity.
2. The contracting entity may be banned in the following circumstances:-
 - i) If bidder backs out after notification of opening of price bid and if that bidder is found to be L-1.
 - ii) If L-1 bidder fails to submit PSD and APSD, if any and/or fails to execute the contract within stipulated period.
 - iii) If L-1 bidder fails to start the work on scheduled time.
 - iv) In case of failure to execute the work as per mutually agreed work schedule.
 - v) Continued and repeated failure to meet contractual Obligations:
 - a. In case of partial failure on performance, agency shall be banned from future participation in tenders keeping his present contract alive.
 - b. On termination of contract.
 - vi) Willful suppression of facts or furnishing or wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means (In this case the banning shall be for a minimum period of 05 (five) years.
 - vii) Formation of price cartels with other contractors with a view to artificially hiking the price.
 - viii) The contractor fails to maintain/repair/redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.
 - ix) Contractor fails to use Mobilisation advance given to him for the purpose it was intended.
 - x) Contractor fails to renew the securities deposited to the department.
 - xi) The contractor fails to rectify any lapse(s) in quality of the work done within defect liability period.
 - xii) Transgression of any clause(s) relating to Contractor's obligation defined in the Integrity Pact wherever such Pact exists.
 - xiii) Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.
3. Such 'Banning of Business', if and when effected, shall be with prospective effect only. The effect of 'Banning of Business' shall be for future tenders from the date of issue of such Order. However, if any contracting entity is banned after online notification of opening of Price Bid, such a ban will not be effective for that work.
4. The banning shall be for a minimum period of 1 (One) year and shall be effective for the concerned Subsidiary for the tenders invited at Subsidiary level. Similarly, in case of tenders of CIL HQ, banning shall be for CIL HQ. However, if such 'Banning of Business' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required.
5. Once a contracting entity is banned, it shall be extended to the constituents of that entity, all partners in case of Joint Venture, all the partners in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm and all the Directors in case of Limited Company. If such banned

owner/Proprietor/Partner/Director make/form different Firms/entity and attempts to participate in tenders, the same will not be entertained during the currency of such banning.

6. The above 'Banning of Business' shall be in addition to other penal provisions of NIT/Contract document.

CHAPTER 5

MINE PROFILE & GEO-MINING CONDITIONS

1.1 GENERAL MINE INFORMATION

1.1.1 MINE / PROJECT

Saoner UG Mine-I is a part of Saoner UG Project in Saoner Sub Area of WCL, Nagpur Area. Saoner U/G Mine-I is located in Saoner Phase-I & Extension, Adasa Extension and Saoner Phase-IV Geological Blocks in Saoner Sub-Basin of Kamptee Coalfield and is under the administrative control of WCL, Nagpur Area.

Revised Project Report for Saoner U/G Mine-I Expansion was approved by WCL Board in its 340th meeting held on 31/01/2022 for a capacity of 1.20 Mty and capital investment of Rs. 253.5081 crores.

Drivage of inclines (Incline No. 1 and 2) for Saoner UG Mine-I was started in 1984. The inclines have been driven upto Seam Section-IVM. The airshaft too has been sunk upto Seam Section-IVM.

Mechanisation level in Saoner UG Mine-I has steadily evolved from SDL-LDCC-belt conveyor combination to LHD-belt conveyor combination. Coal preparation method is solid blasting but face and roof bolt drilling has evolved from use of coal drills to UDMS. Roof support is primarily roof bolting using full column resin encapsulated bolts. In the initial years quick setting cement capsules were used for bolting. Extraction of coal seams is by caving. Due to seam thickness exceeding 3m, roof coal is extracted by cable/ rod bolting using cement capsules.

At present the mine is deploying LHD-UDM combination loading onto pony/ gate belt conveyors and producing around 0.24 Mty from two production districts in seam sections IVM and IVB. Production from Saoner UG Mine-I is coming from development of seam sections IVM and IVB. Entire coal transport is by belt conveyors and material transport by haulages. A chairlift type man riding system is in operation from surface upto 41L/5D in Seam Section-IVM through Incline No. 1. It is proposed to extend this system by another 1.5 km from 41L/5D to 45L/5D to 45L/55D towards eastern flank of the mine. In addition, one more set of Chairlift type man riding system is proposed for installation in the mine as per the approved RPR.

Total 5 nos. coal seams split into 11 nos. seam sections [Seam-V, Seam Sections IVT, IVT(A), IVM and IVB, Seam Sections IIIT and IIIB, Seam Sections IIT and IIB and Seam Sections IT and IB] have been delineated in descending order in the geological blocks. Of these 11 nos. seams/ sections only 3 nos. seams/ sections have attained consistent workable thickness of +1.5m in Saoner UG Mine-I area. Seam section IVT has attained workable thickness of + 1.5m in a small patches but has to be surrendered on account of contiguity with sections IVM and IVB. Seam Section-IVM has been extensively developed in Saoner UG Mine-I area and also extracted in areas where it is not overlain by Seam-V. Wherever, Seam Section-IVB has attained a thickness of +1.5m, it has been developed in contiguity with section IVM and also extracted in those areas where IVM has been extracted.

The thickness of Seam-V is varying from 2.4m to 5.74m normal range being 4.00 to 5.00m. The thickness of Seam Section-IVM is varying from 2.12 to 8.53m normal range being 4.50 to 5.00m. The seam gradient is varying from 1 in 7 to 1 in 15. In northern part of the mine upto around 25L, the seam gradient is 1 in 4. In this area, development has been carried out in apparent dip direction by making rhombus pillars.

The mine entries consist of 2 nos. inclines and an air shaft. One additional mine entry in the form of an intake airshaft has been proposed in the approved RPR.

The mine is presently operating 2 production districts by deploying 8 nos. LHDs and 8 nos. UDMs. It is proposed to replace the LHD-UDM combination operating in the mine by two nos. continuous miner packages having operating range compatible with thickness of Seam-V and Seam Section-IVM, which will generate a production of 1.20 Mty from two districts. The mode of operation of continuous miner package has been approved as "hiring" by Board of Directors of WCL.

The balance extractable reserves in Saoner UG Mine-I for continuous miner deployment have been assessed as 11.51 Mt as on 01/04/2024 of which, 6.431Mt are in Seam-V and 5.079 Mt are in Seam Section-IVM. It is proposed to surrender the 0.325 Mt coal standing on pillars in Seam Section-IVB once continuous miner package becomes operational in Saoner UG Mine-I. The developed but unextracted galleries in Seam Section-IVB shall serve as sump.

1.1.2 MINE LOCATION

Saoner U/G Project is located in Saoner Rationalised Block in Saoner Sub-basin which constitutes the known western limit of Kamptee Coalfield. The project is located in Nagpur District of Maharashtra State and is well connected with Nagpur by National Highway No. 69. Saoner Town is a Sub-Divisional Head Quarter in Nagpur District and is located at a distance of 38 km from Nagpur. Saoner Mine-I lies about 5 km south west of Saoner Town on the road, which connects Saoner to Nagpur via Kalmeshwar. Saoner U/G Project is under the administrative control of Nagpur Area of Western Coalfields Ltd.

Saoner UG Project covers an area of about 15 km² and forms a part of Topo Sheet No. 55 K/15 (RF 1: 50,000) of Survey of India. Saoner UG Mine-I Expansion is a part of Saoner UG Project covering an area of 6.83 km².

The geographical coordinates of Saoner UG Mine-I Expansion are:

Latitudes : N 21° 19' 59.36" - N 21° 21' 58.52"

Longitudes : E 78° 54' 39.18", E 78° 57' 31.88"

In National Grid the coordinates of the area of interest are:

Easting(m) : 2990905.0000, 2995880.628

Northing(m) : 1229950.488, 1233640.0000

1.1.3 ACCESSIBILITY

- a) Nearest Airport - Nagpur (50 km)
- b) Nearest Rail head - Saoner Junction (10 km) north east by road
- c) Approach by Road - All weather road from Nagpur (43 km), Saoner (5 km) NH 69 (35 km from the mine)
- d) Nearest Seaport - Mumbai

1.1.4 COMMUNICATION

Saoner U/G Mine-I is connected by an all-weather metalled road Saoner town, Sub-Divisional Head Quarter in Nagpur District at a distance of 5 km. The mine is also connected by road to Nagpur (43 km) by NH 69.

The nearest rail head to Saoner UG Mine-I is Saoner Junction which is about 10 km from the mine. Saoner Junction is situated on Nagpur Chhindwara branch line of Central Railway.

1.1.5 MINING BLOCK

Saoner U/G Mine-I is located in Saoner Phase-I & Extension, Adasa Extension and Saoner Phase-IV geological blocks. Total area of Saoner UG Mine-I is 6.83 km² while its mining area is 6.0 km².

DGM (M.S.) commenced drilling in Saoner Block in the year 1969 and on the basis of borehole data, a Geological Report was prepared by CMPDIL in September 1980. After the preparation of G.R. in 1980, a Project Report with a targeted capacity of 1.5 Mty was planned from three underground mines. This Report was prepared in March 1981.

While carrying out drilling of boreholes along the proposed inclines alignment, it was revealed that the structural set up established earlier on the basis of D.G.M. (M.S.) boreholes was not that simple and it needed additional drilling of close spaced boreholes to prove the structure and improve the level of confidence. During further development of mine workings in Mine-I area, it was observed that the structure encountered is somewhat at variance with that was shown in Geological Report. The study of the underground workings revealed that this change was mainly because of frequent changes in the direction of strike and gradient of strata. Apprehending the similar problem in Saoner Mine-II and Mine-III areas, additional structural boreholes have been drilled. Depending upon the structural setup of the area, deciphered on the basis of progressive exploration from time to time and detailed exercise including documentation were taken up. Now in this Expansion Report, the structure of existing Saoner Mine-I Block, Adasa Extension Geological Block, Silori Block, Adasa Block and Saoner-IV Block has been considered.

The Geological Documents, which form the basis of the present structure are as under:

- (a) Geological Report of Saoner Block, Kamptee Coalfield, Sept. 1980.
- (b) Geological Report on Saoner Phase-I and Extension Block, March 1989.

- (c) Geological Note on revised structure of Saoner Phase-I and Extension Block, December 1990.
- (d) Report on Hydrogeological studies for estimation of mine water inflow under caving conditions at Saoner Mine No. I, Kamptee Coalfield, CMPDI, May 1991.
- (e) Geophysical Logging Report of Borehole no. CMKSN-385, Saoner Phase-I, Kamptee Coalfield, with special reference to Rock Mechanical properties and In-situ Ash% computation, CMPDI, February 1993.
- (f) Computation of Physico-Mechanical properties of Rocks and In-situ Ash% in Carbonaceous Horizon Based on Geophysical Logs of Borehole No. CMKSN-393, Saoner Phase-III Block, Kamptee Coalfield, CMPDI, September 1993.
- (g) Geological Report on Nilgaon Block (Saoner Phase-III), March 1994.
- (h) Geological Report on Adasa Extension Block, March 1997.
- (i) High Resolution Shallow Seismic Survey in Saoner Phase-I Block, Kamptee Coalfield, Nagpur, CMPDI, May, 1997.
- (j) Seismic Refraction Survey for delineation of Hard Rock Cover over Seam-IV (M) at Saoner Mine-I, Kamptee Coalfield, CMPDI, August 1997.
- (k) G.R. on Saoner-IV Block, Kamptee Coalfield, CMPDI, October 2006.

Besides the above Geological Notes and Reports, VNIT, Nagpur, was closely associated with Saoner Project during the determination of RMR and design of support system for Seam V. RMR work has also been done at Saoner Project by CIMFR, Nagpur and Safety & Conservation Department of WCL. During the depillaring of contiguous seams, i.e., Seam IVM and Seam IVB in Mine-I in Panel W4, CMPDI was involved in monitoring and interpreting the roof convergence in order to predict the roof behaviour and likelihood of local and main falls.

The present geological assessment of Saoner U/G Mine-I mine area is based on the data of 179 boreholes involving a total meterage of 26832.80 in an area of 6.0 km².

The density of boreholes works out to 30 boreholes per km².

The boundaries of Saoner UG Mine-I are as under:

Direction	Boundary
North	Sub crop of Seams & Fault F ₇ - F ₇ and F _{8(AE)} - F _{8(AE)}
South	Fault F _{3(AE)} - F _{3(AE)} and Fault F _{2(AE)} - F _{2(AE)}
West	Fault F ₂₄ - F ₂₄ , Fault F ₁₂ - F ₁₂
East	Fault F ₃ - F ₃ , F _{10(AE)} - F _{10(AE)}

1.1.6 MINING LEASE

Saoner U/G Mine-I is located in Maharashtra State. Major part of the surface area is overlain by tenancy land. The Inclines and infrastructure are located in Tenancy land. The details of project area and its land use are tabulated below:

Sl. No.	Particulars of Land	Area in ha
1.	Forest land	4.37
2.	Non-forest land (Govt. land)	53.83
3.	Non-Govt. / Private land	624.85
4.	Total Project Area	683.05

1.1.7 STATUS OF PROJECT APPROVAL

Revised Project Report for Saoner U/G Mine–I Expansion was approved by WCL Board in its 340th meeting held on 31/01/2022 for a capacity of 1.20 Mty and capital investment of Rs. 253.5081 crores. Continuous Miners are proposed for introduction in this mine under the auspices of this RPR.

Environmental clearance was obtained for Saoner UG Project vide letter No. J-11015/332/2008-IA.II(M) dated 22nd October 2010 for a total production capacity of 2.0 Mty and leasehold area of 2871.39 ha.

1.1.8 LAND ACQUISITION STATUS

The quantum of land acquired under various rights is tabulated as under:

S. No.	Rights	Forest	Govt.	Tenancy	Total
1.	MINING	0.00	8.65	38.51	47.16
2.	ALL	4.37	43.24	504.79	552.40
3.	SURFACE	0.000	1.94	81.55	83.49
	TOTAL	4.37	53.83	624.85	683.05

Part of the land tabulated above has been acquired by Saoner Project. 374.11 ha has been notified for acquisition under All Rights. In this 374.11 ha, 33.13 ha is Govt. Land, 4.37 ha is Forest Land and the rest is Tenancy Land. The status of notification has crossed Section 11 stage. In addition, 47.16 ha land is to be acquired under Mining Rights. This 47.16 ha includes 8.65 ha Govt. Land and 38.51 ha Tenancy Land.

1.1.9 CLIMATE

The climate of the area is subtropical monsoon type characterized by hot summer and mild winter. The bulk of the rainfall is due to SW monsoon.

1.1.10 TOPOGRAPHY & DRAINAGE

The mine area has gentle undulating topography formed by the hard and silicified Kamptee and Deccan Trap rocks. The maximum and minimum elevation of the area under consideration is 340 to 322m above MSL. The main drainage of the area is controlled by easterly flowing Kolar and Chandrabhaga rivers. The Chandrabhaga River passes south of the mine. A few seasonal nalas mainly carrying the rain water during monsoon discharge into these rivers. The ground generally slopes towards South-East. The regional drainage is controlled by Kolar River joining the Kanhan River near Kamptee Township.

The Kanhan River flows at a distance of 10 km towards the north of Saoner Project. Two PWD roads pass over Saoner Project and affect all the three mines.

1.2 GEOLOGY

1.2.1 GEOLOGICAL BLOCK BOUNDARY

Saoner U/G Mine-I is located in Saoner Phase-I & Extension, Adasa Extension and Saoner Phase-IV geological blocks. In Saoner Phase-I & Extension block, Saoner UG Mine-II and Saoner UG Mine-III are also in operation. Therefore, the boundaries of Saoner UG Mine-I after Expansion are being treated as the boundaries of the geological block under consideration. The boundaries of Saoner UG Mine-I are as under:

Direction	Boundary
North	Sub crop of Seams & Fault F ₇ - F ₇ and F _{8 (AE)} – F _{8(AE)}
South	Fault F _{3 (AE)} - F _{3 (AE)} and Fault F _{2 (AE)} – F _{2 (AE)}
West	Fault F ₂₄ - F ₂₄ , Fault F ₁₂ - F ₁₂
East	Fault F ₃ - F ₃ , F _{10 (AE)} – F _{10 (AE)}

1.2.2 DRILLING DETAILS

Total Area	:	6.00 km ²
No. of Boreholes	:	179
Borehole Density	:	30 BH/ km ²

1.2.3 GEOLOGY OF THE COALFIELD

The geological succession of Saoner Sub-Basin, as established on the basis of sub-surface data obtained from boreholes drilled by CMPDI & DGM (MS) is given in the following table:

Age	Formation	Thickness (m)	Lithology
Recent to Sub-Recent	Alluvium/ Detrital Mantle	0.00 – 44.28	Black cotton soil and medium to coarse sand with pebbles.
Eocene to Cretaceous	Deccan Traps	0.00 – 65.30	Basaltic lava
-----UNCONFORMITY-----			
Cretaceous	Lametas	0.00 – 25.95	Cherty limestone and sandstone.
-----UNCONFORMITY-----			
Upper Permian	Kamthis	0.00 – 149.30	Brown colour medium to coarse grained sandstone with clay beds.

Age	Formation	Thickness (m)	Lithology
-----UNCONFORMITY-----			
Middle Permian	Motur	0.00 – 259.65	Variegated clays and chloritic sandstone
Lower Permian	Barakar	15.35 – 284.40	Fine to coarse grained sandstone, shale, coal seam and carb. Shale
Upper Carboniferous	Talchir	3.75 – 117.80	Greenish shale, siltstone and sandstone
-----UNCONFORMITY-----			
Archaeans	Metamorphics		Gneisses & Schists

1.2.4 GEOLOGY OF THE MINING BLOCK

Based on the boreholes drilled by the CMPDI and DGM (MS), the geological succession of Saoner Block is given in the following table:

Age	Formation	Lithology	Thickness Range (m)	
			Minimum	Maximum
Recent to Sub-Recent	Alluvium/ DM	Black soil and sandy soil with pebbles.	1.00	38.50
-----UNCONFORMITY-----				
Eocene to Cretaceous	Lametas	Cherty limestone and sandstone.	0.00	18.83
-----UNCONFORMITY-----				
Upper Permian	Kamthis	Brown coloured medium to coarse grained ferruginous hard sandstone and clay.	0.00	123.15
-----UNCONFORMITY-----				
Middle Permian	Moturs	Variegated clay, chloritic sandstone with occasional shale bands.	0.00	179.80
Lower Permian	Barakars	Fine to coarse grained sandstone, grey shale, carb. shale and coal seam.	17.90	284.40
Upper Carboniferous	Talchirs	Greenish shale and siltstone.	3.75 + (CMKSN-245)	
-----UNCONFORMITY-----				
Archaeans	Metamorphics	Gneisses and Schists	Not Encountered	

The area is free of any intrusives.

.2.4.1 Strike & Dip

The Saoner Sub-basin is separated from the main Kamptee basin by a narrow strip of Talchir formation. Like Kamptee basin, this sub-basin is too covered by a thick cover of black cotton soil and detrital mantle. As a result, no exposure is available. A few hillocks can be seen here and there representing Kamthi formation that underlies unconformably over the older Barakar formation. Therefore, they do not throw any light on the sub-surface structure of the sub-basin. Thus the geological data has been interpreted on the basis of sub-surface data available from the boreholes.

Broadly, the strike of the strata is NW-SE with its dip towards SW. The gradient varies from 1 in 7 to 1 in 15 in major part of the area. It is observed to be flatter in the area around Borgaon village where gradient of 1 in 26 have been observed.

.2.4.2 Incrop / Outcrop of Coal Seam(s)

Like Kamptee Basin, Saoner Sub-Basin is too covered by a thick cover of black cotton soil and detrital mantle. As a result, no exposure is available. The stratigraphic succession of the mining block has been established on the basis of sub-surface data accrued from boreholes. Due to faulted nature of block, the coal seam sub crops are not evident anywhere in the block.

.2.4.3 Coal Seam(s)

All the five coal seams/groups of coal seams as proved in the other blocks of Kamptee Coalfield have been found to occur in the Saoner UG Mine-I area also. The succession of these seams with their thickness range and intervening partings is given in the following table:

Seam	Thickness range (m)		Parting range (m)		R e m a r k s
	Minimum	Maximum	Minimum	Maximum	
V	2.40 (CMKSN-105)	5.74 (MS-58)	14.23 (MS-56)	34.68 (CMKSN-240)	Workable throughout the area. <u>Considered workable</u>
	(Normal range 4.00 to 5.00m)				
IVT	0.11 (MS-155)	3.02 (MS-88)	5.00 (CMKSN-87)	17.29 (MS-88)	Workable thickness only in isolated patches. Parting with the underlying Seam-IV (T) A is less than 3m but more than 3m with Seam-IV (M) at most of the places. <u>Considered unworkable in mining area due to non-compatibility with mass production technology.</u>
IVT(A)	0.25 (CMKSN-240)	1.48 (MS-68)	0.45 (MS-69)	9.64 (MS-140)	Impersistently developed. Parting with overlying Seam-IV (T) is less than 3m at most of the places. <u>Not considered workable</u>
IVM	2.12 (CMKSN-432)	8.53 (CMKSN-187)	3.62 (CMKSN-442)	12.26 (CMKSN-129)	Main & most important seam. <u>Considered workable</u>

Seam	Thickness range (m)		Parting range (m)		R e m a r k s
	Minimum	Maximum	Minimum	Maximum	
	(Normal thickness range 4.5 to 5.5 m)				
IVB	0.44 (CMKSN-244)	2.85 (CMKSN-16)	8.35 (MS-56)	16.70 (CMKSN-77)	<u>Developed in part of mining area with intermediate technology. Not considered workable due to non-compatibility with mass production technology.</u>
	(Normal thickness range 1.2 to 2.0m)				
IIIT	0.07 (CMKSN-272)	2.90 (MS-62)	4.00 (CMKSN-210)	18.80 (MS-107)	<u>Workable only in patches. Not considered workable</u>
IIIB	0.20 (CMKSN-77, MS-132)	2.89 (CMKSN-55)	7.09 (CMKSN-74)	9.41 (MS-60)	<u>Very limited workability in small isolated patches. Not considered workable</u>
IIT	0.10 (MS-46)	2.63 (CMKSN-110)	1.92 CMKSN-209)	19.62 (MS-7)	<u>Very limited workability in small isolated patches. Not considered workable</u>
IIB	0.05 (MS-93)	2.45 (CMKSN-119)	5.56 CMKSN-71)	23.18 CMKSN-84)	<u>Impersistently developed & unworkable thickness.</u>
IT	0.12 (CMKSN-422)	1.25 (MS-57)	1.52 (CMKSN-206)	10.90 (MS-90)	<u>Impersistently developed & unworkable thickness.</u>
IB	0.14 (CMKSN-422)	1.40 (CMKSN-57)			<u>Impersistently developed & unworkable thickness.</u>

Seam-V has been developed in nearly 45% of the mine area and depillared in only one panel near the dip side western boundary of the mine. Working in Seam V have been discontinued since 2018. Seam Section-IVM has been developed in nearly 60% of the mine area. Seam Section-IVB is workable in only 10% of the mine area. This section has been developed in contiguity with section IVM. Seam Sections IVM and IVB have been extracted in the rise side of mine area which is not overlain by Seam-V before 2010.

The incubation period of coal seams in Saoner UG Project is just 3 months. Seam Sections IVM and IVB are contiguous. In order to extract 0.325 Mt of coal from Seam Section-IVB, Seam Sections IVM and IVB would have to be extracted simultaneously in contiguous manner. This would require deployment of LHD-UDM technology for coal extraction where the maximum output from a combined panel will be 700 tpd as against 2000 tpd from a CM panel in Seam Section-IVM. This would result in creation of smaller sub-panels and more loss of coal in sub-panelisation pillars than 0.325 Mt.

It is proposed to surrender the 0.325 Mt coal standing on pillars in Seam Section-IVB once continuous miner package becomes operational in Saoner UG Mine-I. The developed but unextracted galleries in Seam Section-IVB shall serve as sump.

.2.4.4 Faults

Based on the sub-surface data obtained from the boreholes and underground mine workings, details of faults are given below in the following table:

Sl. No.	Fault Name	Strike	Direction of throw	Amount of throw (m)	Basis
1.	F ₃ - F ₃	E-W	N with swing in middle	5-40	1. Encountered in mine workings. 2. Difference in FRL values on either side of the fault.
2.	F ₇ - F ₇	E-W	N	80-90	All seams are faulted in CMKSN-17 and CMKSN-18 all the seams except Seam-V is faulted.
3.	F ₁₂ - F ₁₂	NE-SW	S	20-35	Based on the difference in FRL values on either side of the fault.
4.	F ₁₆ - F ₁₆	E-W	N	10-25	Difference in FRL values on both sides of the fault.
5.	F ₁₇ - F ₁₇	NW-SE (Curvilinear)	SE	0-17	This fault has been encountered in U/G workings of Saoner Mine-I.
6.	F ₂₀ - F ₂₀	NW-SE	NE	10	Difference in FRL values on either sides of the fault.
7.	F ₂₂ - F ₂₂	E-W	N	0-25	Based on the difference in FRL values on either side of the fault.
8.	F ₂₃ - F ₂₃	E-W	N	0-25	This fault has been encountered in the u/g workings of Saoner Mine-I.
9.	F ₂₄ - F ₂₄	NW-SE (with westerly swing at northern end)	SW	10-35	1. Seam-IV (T) to III(T) are faulted in CMKSN-21. 2. Based on the difference of FRL values on either side of the fault.
10.	F ₂₅ - F ₂₅	E-W	N	10-20	Based on the difference of FRL values on either side of the fault.
11.	F ₂₇ - F ₂₇	NW-SE	SE	0-20	Has been encountered in the Mine-I U/G workings.
12.	F ₂₈ - F ₂₈	E-W	N	5-10	Based on the difference of FRL values on either side of the fault.
13.	F ₃₁ - F ₃₁	NW-SE	NE	10	Seam - IV (B) is faulted in CMKSN-4.
14.	F _{1 (AE)} - F _{1 (AE)}	E-W	N	30-35	1. Seam - V & IV (T) is faulted in CMKSN-468 2. Encountered in mine workings.
15.	F _{2 (AE)} - F _{2 (AE)}	NW-SE	SW	35	Encountered in CMKSN-432 where roof of Seam - V is faulted.
16.	F _{3 (AE)} - F _{3 (AE)}	NW-SE	SSW	Not determined	1. Encountered in CMKSN- 282, 413,422, 447 where all the seams are faulted. 2. Seam-V and part of Seam-IV is faulted in CMKSN - 408.
17.	F _{4 (AE)} - F _{4 (AE)}	NW-SE	NE	0-5	Based on the difference of FRL values on either side of the fault.
18.	F _{6 (AE)} - F _{6 (AE)}	WSW-ENE	SSW	10-30	1. Seam - IV (T) & IV (B) is faulted in CMKSN-426 2. Floor of Seam - IV (M) and IV (B) faulted in CMKSN-441
19.	F _{7 (AE)} - F _{7 (AE)}	NW-SE	NE	10-20	Seam - IV (T) & V faulted in CMKSN-438.
20.	F _{8 (AE)} - F _{8 (AE)}	WSW-ENE	SSE	10-90	1. Roof of Seam - IV (M) faulted in CMKSN-128. 2. Floor level difference on either side of fault.
21.	F _{9 (AE)} - F _{9 (AE)}	NW-SE	SW	100	Floor level difference on either side of the fault.

Sl. No.	Fault Name	Strike	Direction of throw	Amount of throw (m)	Basis
22.	F _{10(AE)} - F _{10(AE)}	E-W	N	0-120	Floor level difference on either side of the fault.
23.	F _{19(AE)} - F _{19(AE)}	E-W	S	0-100	1. Encountered in mine workings of Saoner Mine - I 2. Seam-IV (B) & lower seam faulted in CMKSN - 98.

In addition, numerous minor faults and slips having throw ranging from 0.5m to 1m and / or change in orientation of projected faults has been observed in the mine workings. Possibility of presence of additional minor faults and slips and / or change in orientation of projected faults in the virgin area cannot be ruled out.

.2.4.5 Other Geological Disturbances

The mining area is free of any igneous intrusives.

.2.4.6 Immediate Roof and Floor of Coal Seam(s)

Seam	Roof immediate	Upto 3m	Floor Immediate	Upto 1m
V	Grey Shale, Carb. Shale	Grey Shale, Carb. Shale, Intercalations of Shale/ Sandstone, Sandy Shale	Shale, Sandy Shale	Shale, Carb. Shale, Sandy Shale
IVM	Sandy Shale/ Intercalations of Shale/ Sandstone	Sandy Shale/ Intercalations	Intercalations of Shale/ Sandstone, Grey Shale	Grey Shale, Intercalations of Shale/ Sandstone, Sandy Shale

RMR of Seam V has been assessed as 35 and Seam IVM as 41 after applying correction for solid blasting and developed workings within of 9m.

The Hardgroove Grindability Index of both coal seams is varying from 49 to 59. This parameter indicates that the coal is cuttable. The continuous miner will be able to cut the coal without any difficulty. Protodyakonov Index of both coal seams is varying from 0.74 to 0.77 which also indicates that coal is easily cuttable.

.2.4.7 Physico-Mechanical Properties

Drill cores of borehole No. CMKSN-200 and CMKSN-449 was tested to determine the geo-engineering properties of the roof of seams. The complete test report is shown in Annexure-I and Annexure-II. The summarised results are tabulated as under:

Litho unit	Uniaxial Compressive Strength (MPa)	Young's Modulus (MPa)	Tensile Strength (MPa)	Shear Strength (MPa)	Cohesion (MPa)	Angle of internal friction (deg)	Point load Strength (MPa)	Protodyakonov Index
20m roof of Seam-V								
Med. Grained Sandstone Depth								
70.00-73.00m	11.67 (10.28)	5462	2.89	SNA	5.13	32.57	-	-
73.00-82.00m	12.08 (7.53)	3254	2.49	3.64	4.68	40.31	-	-
82.00- 89.87m	19.00 (10.03)	9408	2.89	3.47	6.76	37.48	1.33	-
Coal Seam-V, depth 91.00 - 93.86m, UCS 24-37Mpa, TS 4.32 – 4.84 MPa								0.74
25m roof of Seam-IV(B)								
Medium Grained Sandstone Depth								
115.00 -120.5m	11.53 (10.43)	3172	2.00	2.00	5.70	39.64	1.00	-
Coal Seam IV(T), depth 120.90 - 122.54m								0.69
Carb. Shale, depth 123.19 - 124.37m							0.39	-
Coal Seam IV(T) (A), depth 124.37 - 125.56m								1.05
Sandy shale, depth 126.18 - 130.75 m							0.61	-
Coal Seam-IV(M), depth 130.75 - 134.83 m, UCS 25-35MPa, TS 3.96 MPa								0.77
Intercalation of shale and sandstone, depth 136.12 – 138.50 m							1.67	-
Fine grained sandstone, depth 139.00 – 140.23 m							1.20	-
Coal Seam-IV(B), depth 140.67- 142.10m								0.80

Figure in parenthesis indicates uniaxial compressive strength under wet conditions. Protodyakonov index shows that coal of Seam-V and Seam-IV (M) is soft.

.2.4.8 Gassiness of Coal Seam(s)

The coal seams in Saoner U/G Mine-I have been classified as Degree-I gassy seams.

.2.4.9 Incubation Period of Coal Seam(s)

Incubation of coal seams in Saoner UG Mine-I has been assessed as 3 months based on Ignition Point and Crossing Point temperature and experience of depillaring with caving from 1998 till 2010. The Ignition Point and Crossing Point temperature of Seam-V and Seam-IVM is tabulated as under:

Seam	Crossing Point Temperature (°C)	Ignition Point Temperature (°C)
V	136	142
IVM	165	173

Sub-panels having extraction life of 3 months are created during extraction stage to ensure extraction of all pillars within the panel. This results in massive loss of coal in sub-panelisation pillars.

1.3 RESERVE OF COAL

1.3.1 Geological Reserves

Net Insitu Proved Geological Reserves (+ 1.5m)

Seams	Net Geological Reserves (Mt)
V	30.15
IVT	3.45
IVM	37.17
IVB	5.47
TOTAL	76.24

In Saoner UG Mine-I, 76.24 Mt net in-situ proved geological reserves are available in thickness range +1.5m, out of which 30.15 Mt reserves are in Seam-V, 3.45 Mt are in Seam Section-IVT, 37.17 Mt are in Seam Section-IVM and 5.47 Mt are in Seam Section-IVB.

Production in Saoner UG Mine-I started in 1986-87. Seam-V is standing on pillars in nearly half of the mining area. Only one panel, near the western boundary has been extracted till date. Seam-IVM is standing on pillars in nearly 70% of the mining area. The rise side panels located between 15m hard cover lines of Seam IVM and Seam V have been extracted by caving after obtaining access to land above these panels. Seam IVB has been developed and extracted in contiguity with Seam IVM wherever its thickness is +1.5m.

At present development in Seam IVM and Seam IVB is in progress along the eastern flank.

1.3.2 Extractable Reserves

The seam-wise balance extractable reserves in Saoner UG Mine-I Expansion as on 01/04/2021 are tabulated as under:

S. No.	Seam	Balance Extractable Reserves as on 01/04/2021 (Mt)	Reserves to be Extracted by LHDs from 01/04/2021 till 31/03/2025 (Mt)	Balance Extractable Reserves as on 01/04/2024 for CM Deployment (Mt)
1.	Seam V	6.963	0.532	6.431
1.	Seam IVM	5.332	0.253	5.079
2.	Seam IVB	0.470	0.145	
	Total	12.765	0.930	11.510

1.4 WATER REGIME

1.4.1 Hydrogeological Regime

Hydrogeological study for estimation of ground water inflow to the mine under caving conditions at Saoner UG Mine-I was carried out during the period from November 1988 to May 1991. The main findings are as under:

- (a) In the coal bearing area, two aquifers in Kamthis and one in Barakars between Seam V and Seam IVM were deciphered and studied. Groundwater occurs in Kamthis under unconfined and semi-confined conditions whereas it is under semi-confined nature in top Barakars.
- (b) Unconfined aquifer occurs generally up to a depth of 25m bgl. General depth to water table ranges from 0.89m to 15.05m bgl in post monsoon months while it ranges from 2.50 to 17.33m bgl in peak summer months. Deep water levels were observed in the western part of the study area mostly covered by Basalts and they gradually become shallow towards east, i.e., towards the Kolar River.
- (c) Fluid potential fluctuation ranges from 0.41m to 10.20m between post and pre-monsoon seasons due to normal recharge and discharge process. The water level fluctuation is more than 3m in the western part while it is less than 3m in the eastern part. It is also established that the zone of fluctuation is less than 2 m near the Kolar River.
- (d) The regional elevation of water table ranges between 288 and 325m above MSL in pre-monsoon season whereas it is between 297 and 328m above MSL in post-monsoon period.

The water table configuration is almost similar to that of topography but with reduced relief. The movement of groundwater is towards east and southeast with hydraulic gradient ranging from 1.8×10^{-3} to 7.0×10^{-3} . Steep hydraulic gradient recorded in the western part is an indication of low hydraulic conductivity and the reverse is true in the eastern part. The hydraulic gradient of unconfined aquifer at Mine-I area is around 6.3×10^{-3} suggesting relatively better hydraulic conductivity.

- (e) Deep water levels, large zone of fluctuation and fresh water quality recorded in the western part concludes recharge belt and the reverse phenomena is observed in the eastern part indicates discharge area. Generally, groundwater flow is from recharge area to the discharge point and this further corroborates the earlier statement.
- (f) Depth to water table in Mine-I (operations started in 1986-87) area and its buffer zone ranges from 4.12m to 7.10m bgl in post-monsoon period while it varies from 6.77 to 9.98m bgl in pre-monsoon months. The water table fluctuation is between 2m and 4m during the period of one hydrogeological cycle. This area is in the mid slope region.

- (g) It was inferred based on the water level data of exploration boreholes that the piezometric head of the semi-confined aquifer is almost equal to the potentiometric head of unconfined aquifer since no remarkable difference between the cumulative water levels and potentiometric head was observed. This can be attributed that both the aquifers have equal pressure head or hydrogeological continuity between them.
- (h) The transmissivity and hydraulic conductivity of the water table aquifer in detrital mantle or weathered Kamthis estimated from dug well tests are 13.88 m²/day to 80.78 m²/day with an average value of 50 m²/day and 2.5m/day to 34.0 m/day with a mean of 5 m/day respectively. The specific yield is 0.03.
- (i) The transmissivity and hydraulic conductivity of semi-confined aquifer in Kamthi arrived from the pumping tests conducted on the wellfield specially constructed for these studies are 25 m²/day and 1.3 m/day respectively. The storage coefficient worked out to 1.7 x 10⁻⁴. Hydraulic gradient of this aquifer is 1.7 x 10⁻² based on the pre-pumping levels at the wellfield.
- (j) The transmissivity and hydraulic conductivity of the semi-confined aquifer in top Barakars are 2 m²/day and 0.15 m/day respectively. However, higher values were determined for the formation associated with secondary porosity (Fault/Joint). The storage coefficient value is 4.2 x 10⁻⁴.
- (k) The cumulative transmissivity and hydraulic conductivity of the aquifer in lower Barakar is estimated to be 43 m²/day and 1.65 m/day respectively.
- (l) The peak discharge and base flow of the Kolar River computed to be 75.23m³/sec and 0.108m³/sec respectively, whereas peak-flow of Chandrabhaga River is 187.74 m³/sec and no flow during summer months.
- (m) Water is generally alkaline in nature with pH value > 7 and it is of good quality with TDS concentration less than 1500 mg/l. Water from above sources in area is judged to be potable for domestic, agriculture and industry use.

1.4.2 Hydro-geological Set-up

The following hydrogeological regime has been projected from the limited data available and may represent the existing hydrogeological set-up of Saoner UG Mine-I Expansion having mining area of about 6.0 sq. km.

i) Aquifers

Generally, Kamthis/ Barakar sandstone horizons serve as aquifers. Coal and shale/ clay acts as aquicludes. The weathered / secondary porous zones in Kamthis/ Barakar & Moturs formations near fault zone act as potential aquifer.

Sl. No.	Average Depth range (m)	Type of Aquifer	Formation
1.	10 – 40	Unconfined	Soil Detrital Mantle weathered Kamthi sandstone with primary porosity

Sl. No.	Average Depth range (m)	Type of Aquifer	Formation
2.	40-95	Semi confined	Below detrital mantle & above Seam -V in Kamthis Barakar/ Motur sandstone with primary & secondary porosity
3.	100-240	Confined	Below Seam-V and above IV in Motur/ Barakar sandstone with primary & secondary porosity and fault zone

ii) Ground water levels

The Hydrogeological observation wells in the Saoner buffer zone of 10 km have been established Average depth to water in mine area is 11 m bgl in pre-monsoon and 8 m bgl in Post-monsoon period. Average annual fluctuation being 3 m. Depth to water level in borehole recorded in the range of 5.00 m to 21.00 m bgl.

iii) General aquifer parameters

Hydrogeological investigations were carried in Saoner Block by CMPDI in 1989. The aquifer parameters evaluated by CMPDI in particular have been considered and attributed for the study area as follows:

Sl. No.	Aquifer Parameter	Unit	Unconfined	Semiconfined / confined	
				Kamthi	Barakar
1	Transmissivity	M ² /day	50	26	30
2	Hydraulic conductivity	M ² /day	5.0	1.3	2.0
3	Storage coefficient/ Specific yield	-	0.03	1.7 x 10 ⁻⁴	4.2 x 10 ⁻²
4	Hydraulic gradient	-	16.3 x 10 ⁻³	1.7 x 10 ⁻²	2.0 x 10 ⁻²

iv) Mine Parameter

Hydrogeological estimation has been done based on following mine parameter. As Study is site specific in case of change in mine parameter the entire calculation will change accordingly.

Sl. No.	Detail	Unit	Seam-V	Seam Section- IVM
1.	Area of Mine	(km ²)	6.0	6.0
2.	Mine working depth: Min Max	(m)	55 210	35 250
3.	Average seam thickness	(m)	4.2	5.00
4.	Development Size	(m)	4.80 x 4.50	
5.	Panel size	(m)	500 x 200	
6.	Expected production	(tpd)	1863	
7.	Rate of mine expansion	(m ² /day)	267	
8.	Subsidence reported (Max.)	(m)	2.7	

Sl. No.	Detail	Unit	Seam-V	Seam Section- IVM
9.	Crack on surface	(m)	0.05	
10.	Method of mining	-	C.M.	
* Data for Sl. No.4 to 10 has been considered same for Seam-V & Seam Section-IVM				

v) Ground water recharge

The mine area falls under recharge zone having negative hydraulic head. The recharge to aquifer is calculated for 10 km radius buffer zone. Rainfall is the main recharge source for ground water.

The study area receives an average annual rainfall of 1040 mm. Additionally, ground water is also being recharged from other sources such as irrigation/return flow of mine discharge. The replenishable ground water recharge has been computed by rainfall-infiltration method in the radius of 10 km is 27.85 MCM (Million Cubic Meter/ Year).

vi) Ground water draft

The groundwater draft for domestic mine pumping and irrigation uses are computed in the radius of 10 km works out to be 10.22 MCM. Out of which 2.60 MCM is contribution from existing Mine No. I, II & III.

vi) Ground water balance

The available Groundwater balance in the radius of 10 km of proposed Saoner U/G Mine-I Expansion is computed to the tune of 13.10 MCM.

viii) Mine Drainage/Pumping

In absence of site specific investigation of Saoner expansion, it is difficult to predict/ quantify correct mine flow. However, an attempt has been made to estimate inflow.

The ground water inflow to Saoner U/G Mine-I Expansion computation has been done by utilizing the above tabulated aquifer and mine parameters. The maximum mine flow may be encountered while working in Seam V where as it may be least in Seam IVB. The total ground water inflow to the mine has been estimated to be in the range of 980 m³/day to 19612 m³/day at the depth range of 60 m to the final mine depth of 280 m. The average mine water flow would be 10296 m³/day.

During monsoon depending upon subsidence & crack propagation the mine flow may be double to the maximum flow estimation, i.e., additional 19612 m³/day for three months. It is further likely to encounter excessive mine flow in the region near fault zone.

ix) Radius of Mine Influence Area

The radius of mine influence area from centre of mine has been estimated for Saoner U/G Mine- I Expansion based on the above mentioned aquifer and mine parameters and works out to be less than 910 m at final mine depth of 280 m. The underground mining already done in the area may restrict the cone of depression further and will not extent beyond modeled radius of mine 1382 m. Thus the radius of influence will be within the mine area.

x) Impact of Mining on Ground Water Regime

The unconfined aquifer in the area will not be affected due to mining. The mine water discharged onto land / natural drains with earthen check dam so that the ground water gets additional recharge by the return flow. As such on semi-confined aquifer, the mine impact may be for temporary period during mine life and the area would regain the normalcy by appropriate induced rain water harvesting reclamation measures during post-mining period.

1.5 PRESENT MINE STATUS

1.5.1 MINE ENTRIES

The details of mine entries from surface to Seam Section-IVM are tabulated as under:

Entry	Dimension (m)	Approx. Length (m)	Gradient	Purpose
Incline No. 1	4.50 x 2.80	135 up to Seam-IVM	1 in 4.50	Material transport and main intake airway.
Incline No. 2	4.50 x 2.80	155 up to Seam-IVM	1 in 4.50	Belt conveyor for coal raising & main intake.
Return Airshaft	4.50 Φ	40 up to Seam-IVM	Vertical	Main Return Airway
Intake Airshaft	4.0 Φ	75 up to Seam-V	Vertical	Main Intake Airway

The inclines and return airshaft are already operational. The intake airshaft shall be sunk from surface up to 2m below the floor of Seam-V. Seam Section-IVM shall be linked to the intake airshaft by means two nos. rising drifts to be driven from Seam Section-IVM to Seam-V.

The inclines and airshaft have been driven / sunk from surface upto Seam Section-IVM. Seam-V and Seam Section-IVB have been accessed by drifting from Seam Section-IVM.

The existing chairlift type man riding system is installed through Incline No. 1. For marching the continuous miner packages from surface to the point of usage, the man riding system and haulage track in Incline No. 1 shall have to be dismantled.

1.5.2 MINING METHOD

Seam-V and Seam Section-IVM have been developed along the floor and roof bolts are installed in the overlying roof coal. The gallery dimensions in Seam-V are generally 4.0m width x 2.8m height with pillar size 25.5 x 25.5m while those in Seam Section-IVM are generally 4.5m width x 3.0m height with pillar size 25.5 x 25.5m and 34.5 x 34.5m. Coal is prepared by blasting-off-the-solids. Drilling in coal face and for roof bolts is done using UDM and coal is loaded by LHDs onto pony/ gate belt conveyor. 8 nos. LHDs and 8 nos. UDMs are in operation in the mine.

Roof support is primarily full column grouted roof bolts using resin capsules as grouting material supplemented as and when required basis by other vertical supports.

RMR of Seam V has been assessed as 35 and Seam IVM as 41 after applying correction for solid blasting and developed workings within of 9m.

The existing and proposed method of mining is Bord and Pillar with caving, wherever permissible. The gallery dimensions shall be as per the DGMS permission based on results of scientific studies and size of equipment deployed. The unsupported cut out distance and support system also shall be as per the DGMS permission based on results of scientific studies.

1.5.3 STATUS OF MINING (SEAM WISE)

Seam-V has been developed in nearly 50% of the mine area and depillared in only one panel near the dip side western boundary of the mine. Seam Section-IVM has been developed in nearly 70% of the mine area. The rise side panels located between 15m hard cover lines of Seam Section-IVM and Seam-V have been extracted by caving after obtaining access to land above these panels. Seam Section-IVB has been developed and extracted in contiguity with Seam Section-IVM wherever its thickness is +1.5m.

The mine is currently producing coal by development of Seam IVM and Seam IVB on Bord and Pillar method by deploying 8 nos. LHDs and 8 nos. UDMs. Working in Seam V have been discontinued since 2018. The working districts are located nearly 2.5 to 3 km from surface near the eastern boundary of the mine.

Seam-V and Seam Section-IVM have been developed along the floor and roof bolts are installed in the overlying roof coal. The gallery dimensions in Seam-V are generally 4.0m width x 2.8m height while those in Seam Section-IVM are generally 4.5m width x 3.0m height. For continuous miner deployment, the galleries will have to heightened, widened and re-supported in both seams.

The incubation period of coal seams in Saoner UG Project is just 3 months. Seam IVM and Seam IVB are contiguous. In order to extract 0.325 Mt of coal from Seam IVB, Seam IVM and IVB would have to be extracted simultaneously in contiguous manner. This would require deployment of LHD-UDM technology for coal extraction where the maximum output from a combined panel will be 700 tpd as against 2000 tpd from a CM panel in Seam IVM. This would result in creation of smaller sub-panels and more loss of coal in sub-panelisation pillars than 0.325 Mt.

It is proposed to surrender the 0.325 Mt coal standing on pillars in Seam IVB once continuous miner package becomes operational in Saoner Mine-I. The developed but unextracted galleries in Seam IVB shall serve as sump.

1.5.4 VENTILATION

Two inclines serve as main intakes for Saoner UG Mine-I and the airshaft serves as main return airway for the mine. The x-section of inclines is 4.5m x 2.8m and the diameter of airshaft is 4.5m. The dimensions of mine entries are sufficient for production level of 1200 tpd. It is proposed to replace the LHD-UDM combination operating in the mine by two nos. continuous miner packages. The air requirement of the mine will be higher after replacement of technology.

The fan in operation at Saoner UG Mine-I is currently drawing 91.67 m³/sec at 95mm wg. Based on the reported operating point, the mine resistance works out to 0.1109 gauls which is quite high. In order to reduce the mine resistance and provide fresh air to the continuous miner districts, it is proposed to sink an intake airshaft of 4.0m diameter and 75m depth from surface up to Seam-V. This shaft shall be connected to Seam Section-IVM by means of two rising drifts to be driven from Seam Section-IVM to Seam-V. The intake airshaft shall be sunk over borehole no. CMKSN-419.

Two nos. fans have been procured for Saoner U/G Mine-I. The details of these fans are tabulated as under:

Sl. No.	Particulars	Value	
		Old Fan (Stand-bye)	New Fan (In operation)
1.	Make	VOLTAS	MAYA
2.	Model	PV-200	MVA-MA168-M 10C
3.	Axial flow type	Yes	Yes
4.	Diameter of Impeller	2000 mm	2500 mm
5.	No. of Impeller blades	6	16
6.	Blade angle	23°	21°
7.	Fan speed		720 rpm
8.	Motor Power	135 kW	220 kW
9.	Supply voltage	3.3 kV	3.3 kV
10.	Motor rpm	1440	1500
17.	Rated Quantity	75 m ³ /sec	100 m ³ /sec
18.	Rated Pressure	52 mm WG	140 mm WG
19.	Quantity being drawn		91.67 m ³ /sec
20.	Pressure being generated		95 mm wg

The old fan at Saoner U/G Mine-I has rotor made of fibre blades, which are at maximum setting. It is reported that by such modification, the fan is able to deliver a much larger quantity of air with reduced power consumption.

The new fan is currently in operation at Saoner UG Mine-I. Based on the reported operating point, the mine resistance works out to 0.1109 gauls which is quite high.

With such high resistance, the power consumption will be high and there is a good possibility of the fan moving towards stall zone as the workings are extended towards the eastern boundary of the mine.

The fan in operation will suffice for the ventilation requirements over the balance life of the mine.

1.5.5 COAL TRANSPORT

All trunk belts installed in the mine are 1000mm wide and 250 tph capacity. Strata bunkers have been constructed at various locations in main dips and 46L to absorb the surge of coal transported by the gate belts. The details of strata bunkers are tabulated as under:

S. No.	Location	Capacity (tonnes)
1.	29L-30L/1D, over tail-end of TB2	70
2.	1X/46L, over tail-end of TB3	50
3.	35D/46L, over tail-end of first belt in 46L	100
4.	58D/46L, over tail-end of second belt in 46L	100
5.	59R/46L, over third belt in 46L, between Seam-V and IVM	200

The same system shall continue even when continuous miner package becomes operational. The existing trunk belts (TB1, TB2 and TB3 and radial belts in 46L (3 nos.) shall be replaced by 1200mm wide belts of 600 tph capacity. The existing pony and gate belts shall be replaced by 1000mm wide belts of 300 tph capacity.

1.5.6 COAL HANDLING PLANT

A small coal handling plant 2 x 40t storage capacity with 50t road weighbridge is existing near Belt Incline No. 2 of Saoner UG Mine-I. The distance of Saoner BG Siding is only 1.3 km from this CHP. The mode of dispatch of coal is by road up to BG Siding with the help of trucks.

A broad gauge wharf wall railway siding has been constructed near Saoner UG Mine-I to dispatch the coal produced from Saoner UG Project, Adasa UG to OC Project and Waghoda UG Mine to Khaparkheda TPS of MAHAGENCO.

This railway track is an independent line linking Saoner Project to Khaparkheda TPS. The length of rail track is 24 km and it crosses Nagpur-Chhindwara branch line near Patansaongi nearly 10 km from Saoner Project. A diamond crossing has been constructed at this crossing point.

The length of wharf wall is 660m and width of platform is 30m. The height of wharf wall is 1.1m. An in-motion weigh bridge is installed in the main line which weighs the empty and loaded boxes.

The siding length is sufficient to load a full rake at a time. The boxes are loaded using payloaders. A full rake of 4000t is loaded within 5 hours.

1.5.7 PUMPING

Following pumps are installed in the mine:

S. No.	Rating of Installed Pump	Nos.	Remarks
1	76 lps, 250m head , 3.3 kV, 200 kW	1	
2	38 lps, 175m head , 550 V, 117 kW	1	
3	38 lps, 250m head , 3.3 kV, 136 kW	1	
4	76 lps, 200m head, 3.3 kV, 180 kW	2	
5	38 lps, 50m head , 550V, 55 kW	3	
S. No.	Rating of Proposed Pump	Nos.	
1	76 lps, 250m head, 3.3 kV, 300 kW	2	Addition
2	38 lps, 100m head, 550 V, 75 kW, NFLP	3	Addition for clean water supply to CM districts.

The make of water in the mine is around 1800 GPM in dry season but increases to 2200 GPM in rainy season. The total installed pumping capacity at Saoner UG Mine-I is 4000 GPM.

It is proposed to install 3 nos. 38 lps, 100m head, 75 kW pumps on the surface to supply clean water to the continuous miner package.

It is estimated that the make of water is likely to increase to 2750 GPM due to increased extraction area. To deal with this increased make of water, 2 nos. 76 lps, 250m head, 300 kW pumps are proposed for installation belowground.

1.5.8 WORKSHOP FACILITY

A unit workshop having facilities for routine repair and maintenance of equipment is functional at the mine. This workshop is amply supported by the Regional Workshop of Nagpur Area at Silewara.

1.5.9 POWER SUPPLY AND DISTRIBUTION

1.5.9.1 Existing Power Supply Arrangement

Saoner UG Mine-I is receiving power at 11 kV by means of 1.0 km long overhead line from Saoner Central Substation (33kV/ 11kV, 2 x 5 MVA). This central substation is receiving power at 33kV from two different sources, i.e., 132kV/33kV Bhagimari Substation and 220kV/132kV/33kV Kalmeshwar Substation of MSETCL. The incoming feeders are approximately 10 km and 22 km long respectively. The feeder originating from Kalmeshwar Substation is an express feeder but the other incoming feeder, i.e., Bhagimari feeder is a non-express feeder and catering some other private loads also. The contract demand of Saoner Central Substation is 5.7 MVA.

The present capacity of Saoner UG Mine-I substation is 11 kV/3.3 kV, 1 x 1 MVA and 1 x 2 MVA. These transformers feed power to various surface and different loads installed belowground in the mine. The existing estimated maximum demand of the mine is approximately 2.0 MVA.

.5.9.2 Proposed Power Supply Arrangement

LHD-UDM combination will be replaced by 2 nos. continuous miner package at Saoner UG Mine-I. It is envisaged that the estimated maximum demand for the mine including township will be to the tune of 5.071 MVA. The existing substation capacity of the Mine is not sufficient to cater the proposed loads. Considering such high demand of power, it is proposed to install a new 33kV/3.3kV substation at a suitable location within mine boundary. This will ensure reliability of the system and better voltage regulation.

It is also proposed to erect a 33kV single feeder OHL (approximate length 1 km) from the incoming side of 33kV/11kV Saoner Central Substation for incoming power supply to proposed 33kV/3.3kV Substation.

Capacity augmentation of existing substation is within WCL's scope of work.

1.6 LOCATION OF PANELS OFFERED

The continuous miner packages shall be operated on hiring basis. Continuous miner packages shall be operated in Seam-V and Seam Section IVM only. Remaining virgin area and all panels, which have not been depillared at the time of introduction of continuous miner packages, shall be made available by gradually phasing out the LHD-UDM combination.

1.7 CIVIL AMENITIES FOR MINING

The mine is located nearly 0.5 km from Saoner township of WCL. All employees reach the mine by their own means. The existing quarters in this township caters to the needs of Saoner U/G Mine-I.

Service buildings required for smooth running of the mine have already been constructed. It is proposed to construct a new pressure filter plant with sufficient storage capacity for raw and clean water to supply clean water to CM panel.

It is also proposed to construct a new building for the 33 kV/ 3.3 kV substation.

TENDER DRAWINGS

S. No.	Subject	Plate No.
1.	Location Plan	I
2.	Surface Plan	II
3.	Lithologs of Boreholes	III
4.	Seam Folio Plan: Seam-V	IV
5.	Seam Folio Plan: Seam-IVM	V
6.	Panel Layout Plan: Seam-V	VI
7.	Panel Layout Plan: Seam-IVM	VII

ANNEXURE - IA**GEO-ENGINEERING PROPERTIES OF ROCK OF BOREHOLE NO. CMKSN-200**

Formation Number & Depth	Sample Number	Approx. Sample Depth (m)	Lithology	Uniaxial Compressive Strength (M Pa)	Tensile Strength (M Pa)	Young's Modulus (M Pa)	Poisson's Ratio	Cohesion (M Pa)	Angle of Internal friction
"10" 4.05m to 13.80m	1	8.05	Fine grained Buff sandstone	14.290					
	2	9.37	Medium to coarse grained sandstone	30.665					
	3	10.40	Coarse grained buff sandstone	24.761					
	4	12.00	Medium grained buff sandstone	33.291					
	5	12.80	Medium grained buff sandstone	21.766					
"9" 13.80 m to 22.80m	6	13.90	Fine grained reddish brown sandstone	13.540					
	7	14.30	Fine to Medium grained buff sandstone	15.207					
	8	17.58	Coarse grained buff sandstone	10.238					
	9	17.58	Coarse grained buff sandstone	36.855					
	10	22.00	Coarse grained yellowish white sandstone	60.924					
"8" 22.80 m to 32.80m	11	23.50	Medium grained yellow sandstone	83.607					
	12	25.50	Medium grained buff sandstone	54.083					
	13	26.60	Fine to Medium grained buff sandstone	25.242					
	14	29.00	Fine to Medium grained buff sandstone	37.694					
	15	31.00	Coarse grained ferruginous sandstone	85.591					
	16	31.40	Fine grained Buff sandstone	37.694					
	17	32.40	Medium grained buff sandstone	28.079					
	18	32.00	Medium grained micaceous buff sandstone	34.004					

Formation Number & Depth	Sample Number	Approx. Sample Depth (m)	Lithology	Uniaxial Compressive Strength (M Pa)	Tensile Strength (M Pa)	Young's Modulus (M Pa)	Poisson's Ratio	Cohe-sion (M Pa)	Angle of Internal friction
"7" 32.80 m to 47.30m	19	32.30	Medium grained pinkish yellow sandstone	40.08					
	20	35.50	Medium grained red sandstone	49.00					
	21	37.60	Coarse grained brown sandstone	54.50					
	22	39.30	Coarse grained pinkish white sandstone	33.7					
	23	44.20	Medium to coarse grained buff sandstone(with feldspar)	88.525					
"6" 47.30 m to 53.41m			No Specimen was found suitable for testing						
"5" 53.41m to 57.40m	24	54.50	Fine grained buff sandstone	47.518	3.712	4.51×10^4	0.27		
	25	55.00	Fine grained buff sandstone	49.899	3.089	2.84×10^4	0.31		
"4" 57.40 m to 65.50m	26	57.80	Medium to Coarse grained brown sandstone	38.550	3.127	4.83×10^3	0.33		
	27	60.50	Medium to Coarse grained brown sandstone	36.465	1.875	3.20×10^3	0.25		
	28	62.00	Medium to Coarse grained brown sandstone	32.812	2.884	3.77×10^3	0.29		
"3" 65.50 m to 68.49m	29	65.50	Medium to Coarse grained brown sandstone	28.911	2.492	2.31×10^4	0.22	8.540	34°21'
	30	67.80	Fine grained brown sandstone	23.635	3.140	1.69×10^4	0.26		
"2" 68.49 m to 72.00 m	31	70.60	Very Coarse grained brown sandstone	28.911	2.212	2.1×10^3	0.38	13.730	23°17'
	32	71.50	Very Coarse grained brown sandstone	25.761	2.915	1.95×10^3	0.34		
"1" 72.00 m to 75.60 m	33	72.00	Medium grained brown sandstone	37.119	2.171	9.80×10^3	0.31	6.867	33°17'
	34	73.70	Medium grained brown sandstone	33.404	3.443	1.04×10^4	0.24		

ANNEXURE - IB**Compressive Strength of Coal Seams of Borehole No. CMKSN-200**

Formation Number & Depth	Sample Number	Uniaxial Compressive Strength (M Pa)
Coal Seam-IV (Top)	1	35.55
Coal Seam-IV (Middle)	2	51.88
Coal Seam-IV (Bottom)	3	36.97
Coal Seam-III (Top)	No specimen was found suitable for testing	
Coal Seam-III (Bottom)	No specimen was found suitable for testing	

ANNEXURE-IC**Point Load Strength Index of Rock of Borehole No. CMKSN-200**

Formation & Depth	Sample Number	Point Load Strength Index (M Pa)
Four metres above IV Top Coal Seam 72.12m to 76.12m	1	2.128
	2	1.935
	3	2.013
	4	1.541
Four metres above IV Middle Coal Seam 82.25m to 86.25m	5	0.511
	6	0.832
	7	0.887
	8	0.212
Four metres above IV Bottom Coal Seam 92.38m to 96.38m	9	0.755
	10	1.101
	11	0.932
	12	0.849
Four metres above III Top Coal Seam 106.40m to 110.40m	13	1.585
	14	1.771
	15	1.931
	16	1.642
Four metres above III Bottom Coal Seam 115.00m to 119.00m	17	1.404
	18	0.811
	19	0.993
	20	0.698

ANNEXURE - IIA**Uniaxial Compressive Strength (Wet & Dry) & Young's Modulus, Tensile Strength & Shear Strength, Cohesion and Angle of Internal Friction of Borehole No. CMKSN-449**

Sample No.	Depth (m)		Lithology	Uniaxial Compressive Strength (Dry) (MPa)	Uniaxial Compressive Strength (Wet) (MPa)	Young's Modulus (MPa)	Tensile Strength (MPa)	Shear Strength (MPa)	Cohesion (MPa)	Angle of Internal friction (Deg.)
1	70.00	73.00	Medium grained sandstone	11.67	10.28	5462	2.89	SNA	5.13	32.57
2	73.00	82.00	Medium grained sandstone	12.08	7.53	3254	2.49	3.64	4.68	40.31
3	82.00	89.87	Medium Grained sandstone	19.00	10.03	9408	2.89	3.47	6.76	37.48
4	95.27	100.00	Fine Grained sandstone	18.00	14.70	4130	3.02	2.54	1.10	33.69
5	100.00	103.00	Medium grained sandstone	11.79	9.43	2840	1.73	2.34	7.15	34.90
6	103.00	106.00	Coarse Grained sandstone	10.14	8.27	2903	1.99	2.71	6.33	32.01
7	106.00	115.00	Coarse Grained sandstone	8.55	9.45	3226	1.88	2.02	5.88	34.76
8	115.00	120.50	Medium grained sandstone	11.53	10.43	3172	2.00	2.00	5.70	39.64

Note: SNA - Sample not available for analysis.

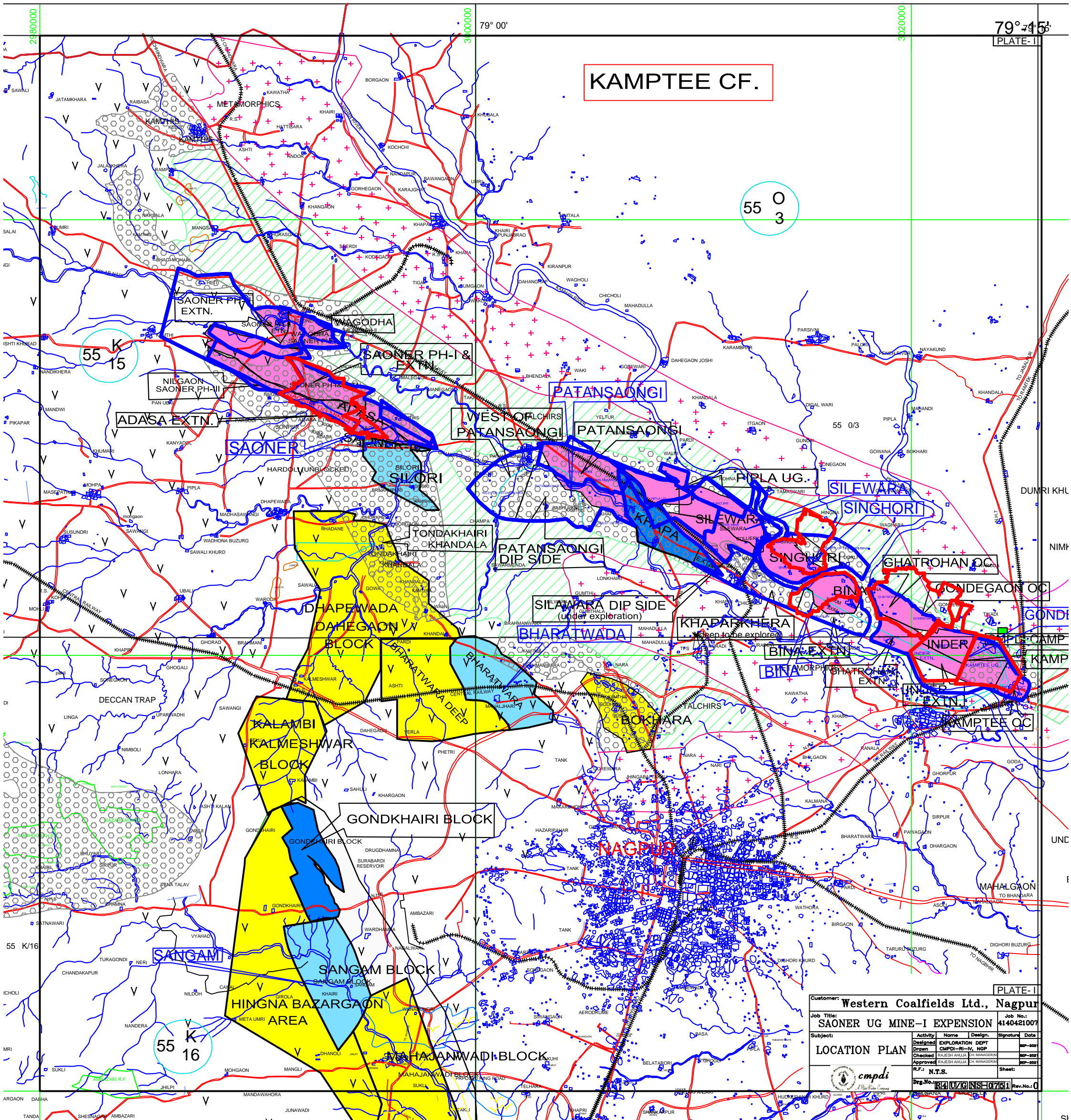
ANNEXURE - IIB**Protodyakanov Index, Borehole No. CMKSN-449**

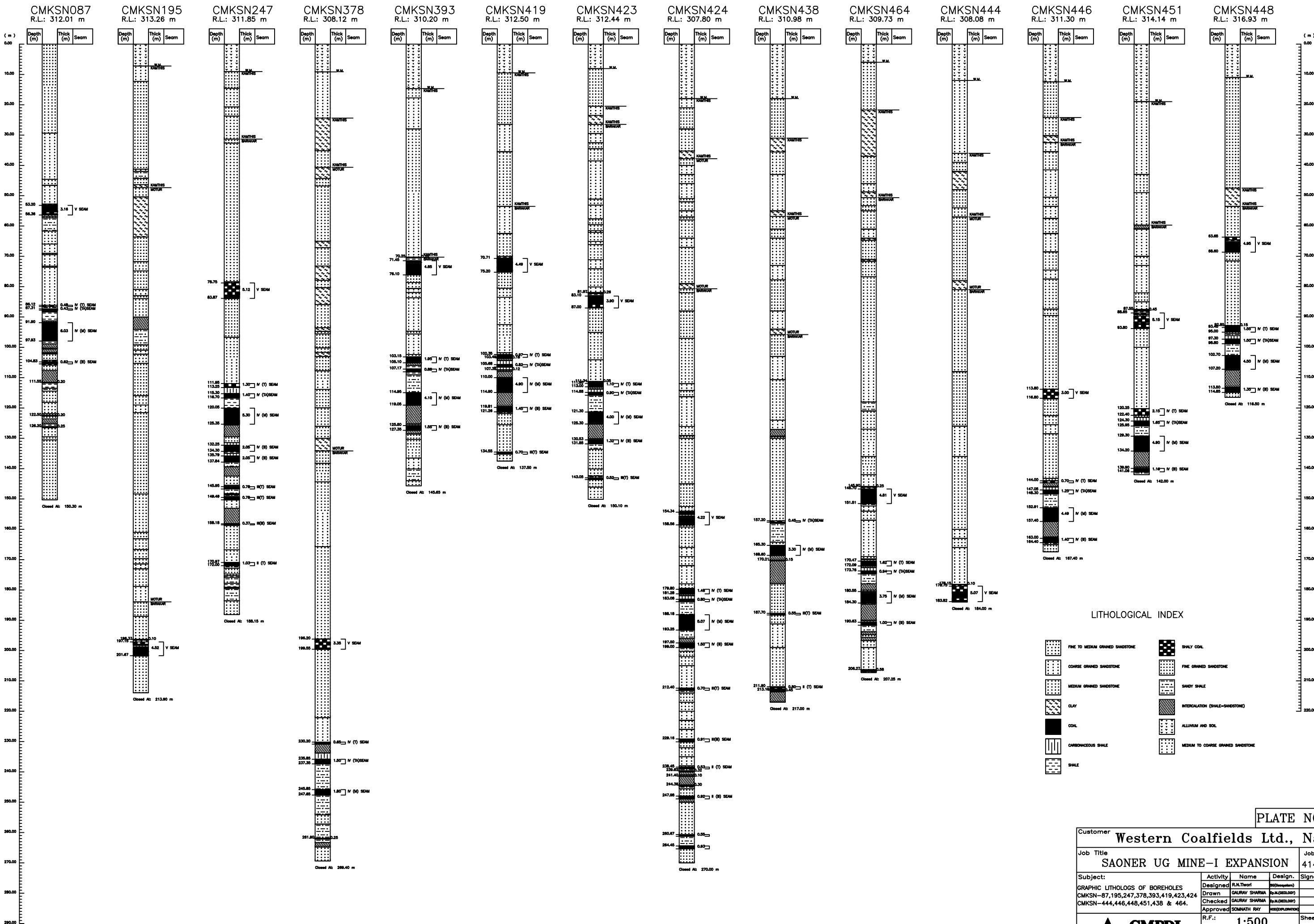
Sample Number	Depth (m)		Lithology	Protodyakanov Index
1	91.00	93.86	Coal, Seam-V	0.74
2	120.90	122.54	Coal, Seam-IV (T)	0.69
3	124.37	125.56	Coal, Seam-IV (T) A	1.05
4	130.75	134.83	Coal, Seam-IV (M)	0.77
5	140.67	142.10	Coal, Seam-IV (B)	0.80

ANNEXURE - IIC**Point Load Strength Index, Borehole No. CMKSN-449**

Sample Number	Depth (m)		Lithology	Point Load Strength (M Pa)
1	82.00	89.87	Medium grained sandstone	1.33
2	115.00	120.50	Medium grained sandstone	1.00
3	123.19	124.37	Carb. shale	0.39
4	126.18	130.75	Sandy shale	0.61
5	136.12	138.50	Intercalations of shale and sandstone	1.67
6	139.00	140.23	Fine grained sandstone	1.20

CHAPTER 6 PLANS & DRAWINGS





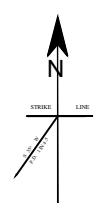
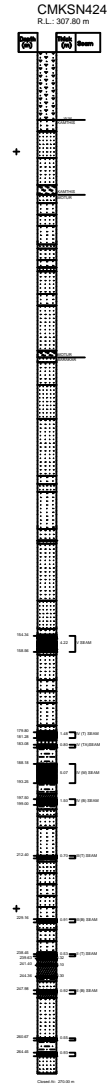
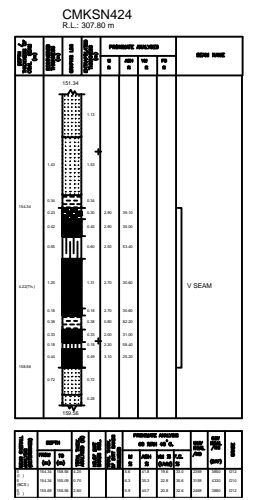
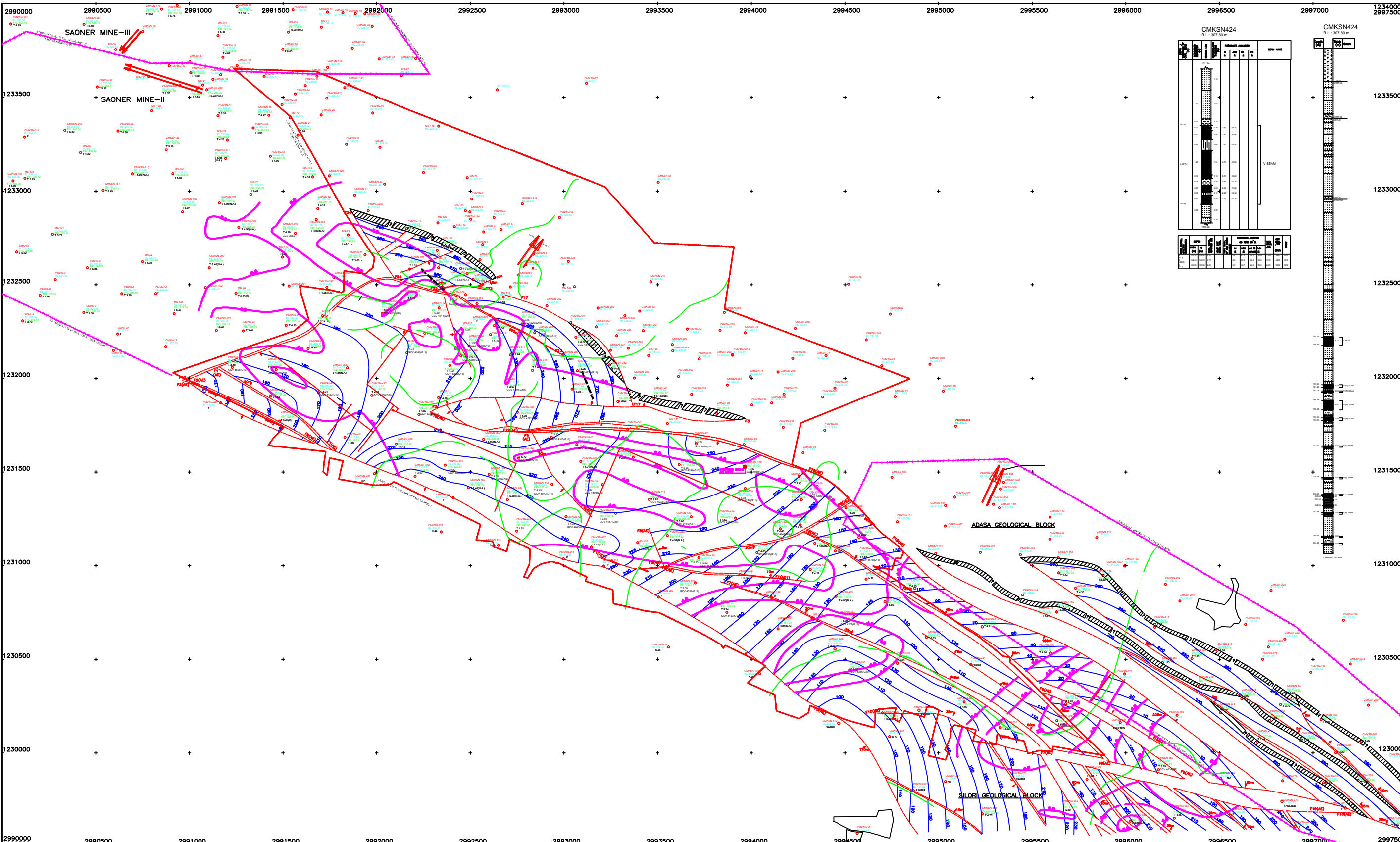
LITHOLOGICAL INDEX

[Symbol]	FINE TO MEDIUM GRAINED SANDSTONE	[Symbol]	SHALY COAL
[Symbol]	COARSE GRAINED SANDSTONE	[Symbol]	FINE GRAINED SANDSTONE
[Symbol]	MEDIUM GRAINED SANDSTONE	[Symbol]	SANDY SHALE
[Symbol]	CLAY	[Symbol]	INTERCALATION (SHALE-SANDSTONE)
[Symbol]	COAL	[Symbol]	ALUMINUM AND SOIL
[Symbol]	CARBONACEOUS SHALE	[Symbol]	MEDIUM TO COARSE GRAINED SANDSTONE
[Symbol]	SHALE		

PLATE NO.- III

Customer		Western Coalfields Ltd., Nagpur	
Job Title		SAONER UG MINE-I EXPANSION	
Job No.		4140421007	
Subject:	Activity	Name	Design.
GRAPHIC LITHOLOGS OF BOREHOLES CMKSN-87,195,247,378,393,419,423,424 CMKSN-444,446,448,451,438 & 464.	Designed	R.N.Thorw	09/09/2021
	Drawn	GAURAV SHARMA	09/09/2021
	Checked	GAURAV SHARMA	09/09/2021
	Approved	SOMNATH RAY	09/09/2021
R.F.:	1:500		Sheet
	1 of 1		Rev.No. 0

ISO 9001 Company



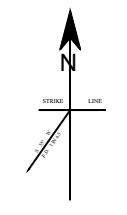
INDEX

SR. NO.	PARTICULARS	SHOWN AS
1.	BORERHOLES DRILLED BY CMPO WITH REDUCED LEVEL, FLOOR REDUCED LEVEL, THICKNESS OF COAL IN METRE, CUMULATIVE	
2.	BORERHOLES DRILLED BY I.L.M. DRILL WITH REDUCED LEVEL, FLOOR REDUCED LEVEL, THICKNESS OF COAL IN METRE	
3.	BORERHOLES DRILLED BY CMPO WITH REDUCED LEVEL, FLOOR REDUCED LEVEL, THICKNESS OF COAL IN METRE	
4.	FAULT WITH THROW IN METRE	
5.	ISOCORRE WITH VALUE IN METRE	
6.	FLOOR CONTOUR WITH VALUE IN METRE	
7.	ISOCY LINE WITH VALUE	
8.	AD SHAFT	
9.	INCLINE	

- REFERENCE PLAN:-
1. SR. No. 104/1744 PLATE-10 GEOLOGICAL NOTE ON THE REDUCED STRATIGRAPHY OF SAONER MINE-II AND EXTENDED SAONER COALFIELD, DISTRICT SAONER, GOVERNMENTAL COALFIELD, SAONER-1994.
 2. SR. No. 104/1744 PLATE-10 GEOLOGICAL NOTE ON THE REDUCED STRATIGRAPHY OF SAONER MINE-II AND EXTENDED SAONER COALFIELD, DISTRICT SAONER, GOVERNMENTAL COALFIELD, SAONER-1994.
 3. SR. No. 104/1744 PLATE-10 GEOLOGICAL NOTE ON THE REDUCED STRATIGRAPHY OF SAONER MINE-II AND EXTENDED SAONER COALFIELD, DISTRICT SAONER, GOVERNMENTAL COALFIELD, SAONER-1994.
 4. SR. No. 104/1744 PLATE-10 GEOLOGICAL NOTE ON THE REDUCED STRATIGRAPHY OF SAONER MINE-II AND EXTENDED SAONER COALFIELD, DISTRICT SAONER, GOVERNMENTAL COALFIELD, SAONER-1994.
 5. SR. No. 104/1744 PLATE-10 GEOLOGICAL NOTE ON THE REDUCED STRATIGRAPHY OF SAONER MINE-II AND EXTENDED SAONER COALFIELD, DISTRICT SAONER, GOVERNMENTAL COALFIELD, SAONER-1994.
 6. SR. No. 104/1744 PLATE-10 GEOLOGICAL NOTE ON THE REDUCED STRATIGRAPHY OF SAONER MINE-II AND EXTENDED SAONER COALFIELD, DISTRICT SAONER, GOVERNMENTAL COALFIELD, SAONER-1994.
 7. SR. No. 104/1744 PLATE-10 GEOLOGICAL NOTE ON THE REDUCED STRATIGRAPHY OF SAONER MINE-II AND EXTENDED SAONER COALFIELD, DISTRICT SAONER, GOVERNMENTAL COALFIELD, SAONER-1994.
 8. SR. No. 104/1744 PLATE-10 GEOLOGICAL NOTE ON THE REDUCED STRATIGRAPHY OF SAONER MINE-II AND EXTENDED SAONER COALFIELD, DISTRICT SAONER, GOVERNMENTAL COALFIELD, SAONER-1994.
 9. SR. No. 104/1744 PLATE-10 GEOLOGICAL NOTE ON THE REDUCED STRATIGRAPHY OF SAONER MINE-II AND EXTENDED SAONER COALFIELD, DISTRICT SAONER, GOVERNMENTAL COALFIELD, SAONER-1994.
 10. SR. No. 104/1744 PLATE-10 GEOLOGICAL NOTE ON THE REDUCED STRATIGRAPHY OF SAONER MINE-II AND EXTENDED SAONER COALFIELD, DISTRICT SAONER, GOVERNMENTAL COALFIELD, SAONER-1994.

- NOTE:-
1. FLOOR CONTOUR & FAULTS WITH THE VALUE SHOWN HAVE BEEN DRAWN ON THE BASIS OF THE DATA PROVIDED BY THE SAONER COALFIELD, DISTRICT SAONER, GOVERNMENTAL COALFIELD, SAONER-1994.
 2. THE VALUE OF THE FLOOR REDUCED LEVEL AND ISOCORE LINE SHOWN ON THE MAP IS SUBJECT TO THE CORRECTION FACTOR OF (+)0.2% TO BE APPLIED.

PROJECT	SAONER UG MINE-I EXPANSION	4140421007
SCALE	1:5000	
DATE		
BY		
CHECKED		
APPROVED		



INDEX

SER. NO.	PARTICULARS	SHOWN AS
1.	BORERHOLE DRILLED BY CMPS WITH REDUCED LEVEL, FLOOR REDUCED LEVEL THICKNESS OF COAL IN METRE	
2.	BORERHOLE DRILLED BY DGM WITH REDUCED LEVEL, FLOOR REDUCED LEVEL THICKNESS OF COAL IN METRE	
3.	BORERHOLE DRILLED BY CMPS WITH REDUCED LEVEL, FLOOR REDUCED LEVEL THICKNESS OF COAL IN METRE	
4.	FAULT WITH THROW IN METRE	
5.	WORKING WITH VALUE IN METRE	
6.	FLOOR CONTOUR WITH VALUE IN METRE	
7.	SEPARATING LINE BETWEEN SEAM WITH A RELATIVE WITH VALUE IN METRE	
8.	AIR HAFT	
9.	INCLINE	
10.	SEAM BOUNDARY	
11.	SHALY LENS WITH VALUE	

REFERENCE PLAN:-

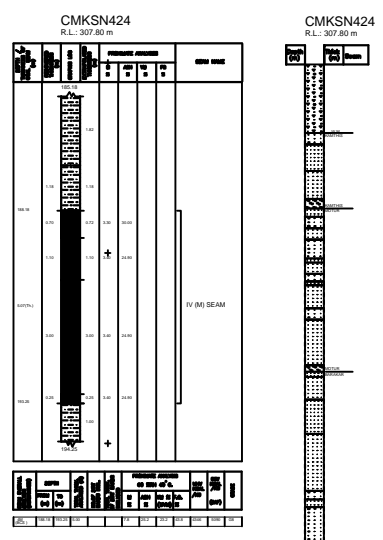
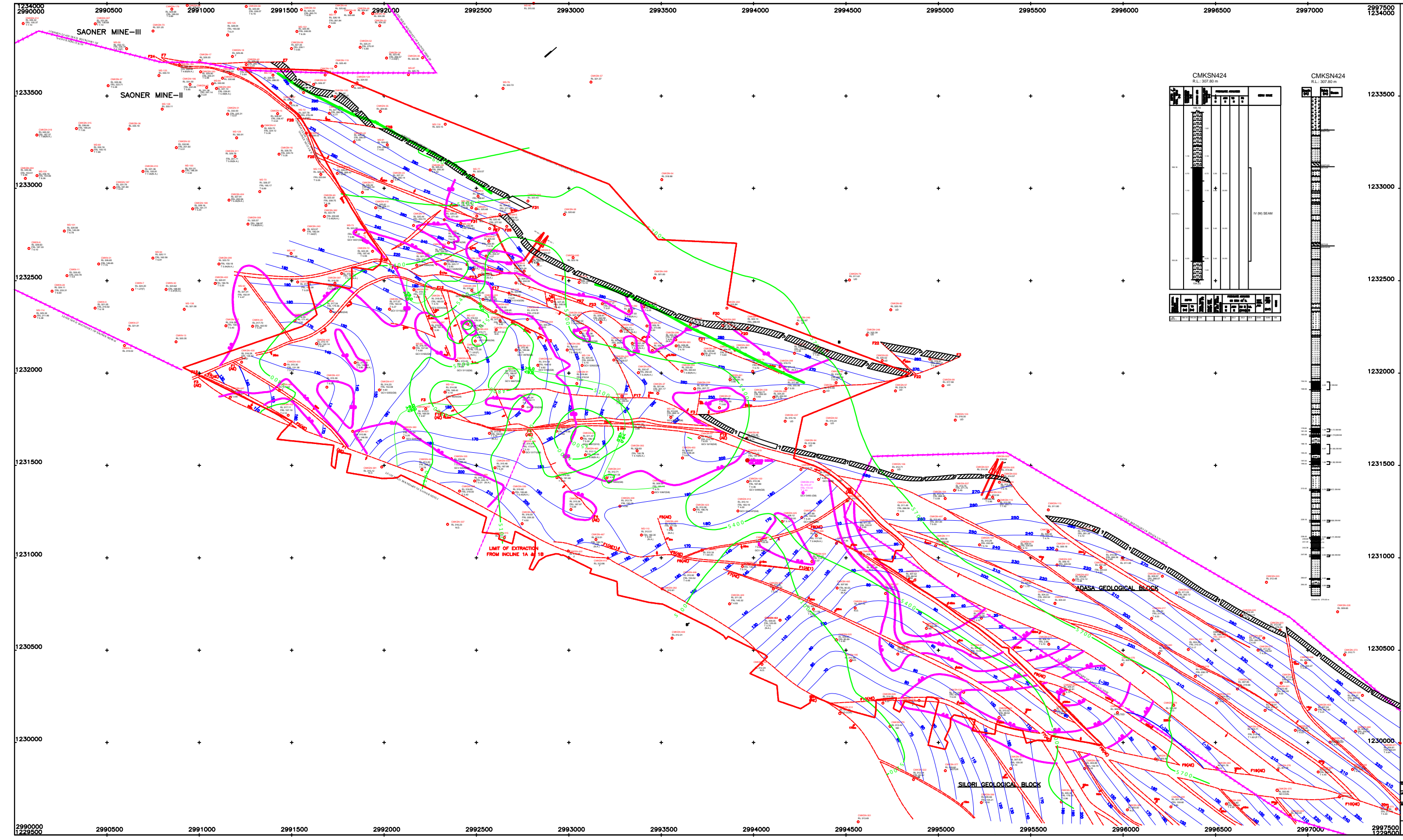
1. S.M. No. 108/1984 (G.O.) GEOLOGICAL MAP ON THE BASIS OF SURVEY AND DATA COLLECTED BY THE GOVT. OF M.P., DISTRICT-MUNJIPUR (GOVERNMENT), CAMP, B-16, BUDAPEST-1982.
2. S.M. No. 108/1984 (G.O.) GEOLOGICAL MAP ON THE BASIS OF SURVEY AND DATA COLLECTED BY THE GOVT. OF M.P., DISTRICT-MUNJIPUR (GOVERNMENT), CAMP, B-16, BUDAPEST-1982.
3. S.M. No. 108/1984 (G.O.) GEOLOGICAL MAP ON THE BASIS OF SURVEY AND DATA COLLECTED BY THE GOVT. OF M.P., DISTRICT-MUNJIPUR (GOVERNMENT), CAMP, B-16, BUDAPEST-1982.
4. S.M. No. 108/1984 (G.O.) GEOLOGICAL MAP ON THE BASIS OF SURVEY AND DATA COLLECTED BY THE GOVT. OF M.P., DISTRICT-MUNJIPUR (GOVERNMENT), CAMP, B-16, BUDAPEST-1982.
5. S.M. No. 108/1984 (G.O.) GEOLOGICAL MAP ON THE BASIS OF SURVEY AND DATA COLLECTED BY THE GOVT. OF M.P., DISTRICT-MUNJIPUR (GOVERNMENT), CAMP, B-16, BUDAPEST-1982.
6. S.M. No. 108/1984 (G.O.) GEOLOGICAL MAP ON THE BASIS OF SURVEY AND DATA COLLECTED BY THE GOVT. OF M.P., DISTRICT-MUNJIPUR (GOVERNMENT), CAMP, B-16, BUDAPEST-1982.
7. S.M. No. 108/1984 (G.O.) GEOLOGICAL MAP ON THE BASIS OF SURVEY AND DATA COLLECTED BY THE GOVT. OF M.P., DISTRICT-MUNJIPUR (GOVERNMENT), CAMP, B-16, BUDAPEST-1982.
8. S.M. No. 108/1984 (G.O.) GEOLOGICAL MAP ON THE BASIS OF SURVEY AND DATA COLLECTED BY THE GOVT. OF M.P., DISTRICT-MUNJIPUR (GOVERNMENT), CAMP, B-16, BUDAPEST-1982.
9. S.M. No. 108/1984 (G.O.) GEOLOGICAL MAP ON THE BASIS OF SURVEY AND DATA COLLECTED BY THE GOVT. OF M.P., DISTRICT-MUNJIPUR (GOVERNMENT), CAMP, B-16, BUDAPEST-1982.
10. S.M. No. 108/1984 (G.O.) GEOLOGICAL MAP ON THE BASIS OF SURVEY AND DATA COLLECTED BY THE GOVT. OF M.P., DISTRICT-MUNJIPUR (GOVERNMENT), CAMP, B-16, BUDAPEST-1982.

NOTE:-

1. FLOOR CONTOUR & FAULTS WITHIN THE AREA SHOWN HAVE BEEN DRAWN ON THE BASIS OF DATA COLLECTED BY THE GOVT. OF M.P., DISTRICT-MUNJIPUR (GOVERNMENT), CAMP, B-16, BUDAPEST-1982.
2. THE PLAN IS BASED ON THE DATA COLLECTED BY THE GOVT. OF M.P., DISTRICT-MUNJIPUR (GOVERNMENT), CAMP, B-16, BUDAPEST-1982.
3. THE PLAN IS BASED ON THE DATA COLLECTED BY THE GOVT. OF M.P., DISTRICT-MUNJIPUR (GOVERNMENT), CAMP, B-16, BUDAPEST-1982.



Western Coalfields Ltd., Nagpur
 SAONER UG MINE-I EXPANSION 4140421027
 SCALE - 1:5000
 CHSE
 1230000



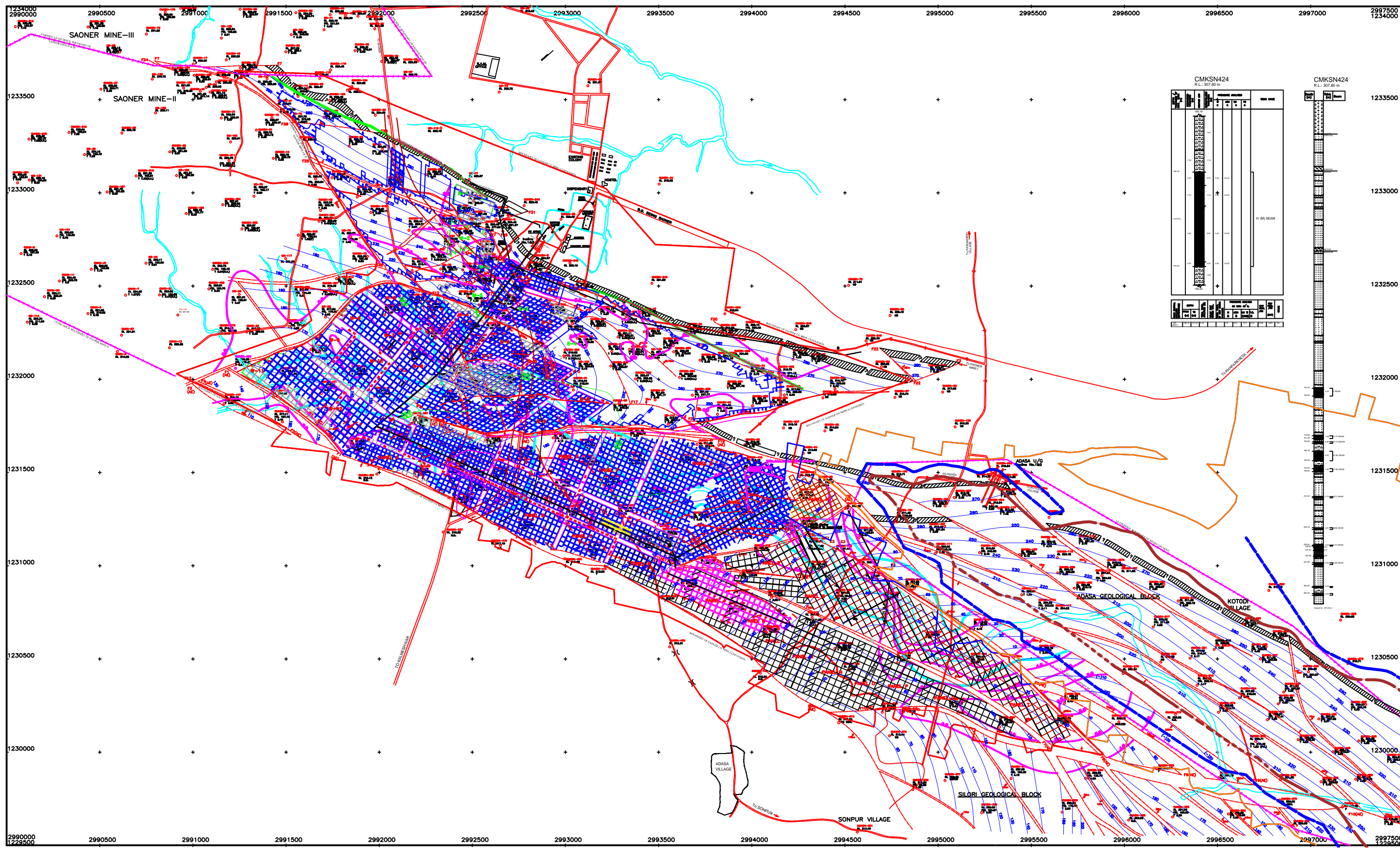


PLATE NO.-VII

S/N	PARTICULARS	SHOWN AS
1.	BORERHOLES DRILLED BY CMSPW WITH REDUCED LEVEL, FLOOR REDUCED LEVEL, THICKNESS OF COAL IN METRE	○
2.	BORERHOLES DRILLED BY DIGMANS WITH REDUCED LEVEL, FLOOR REDUCED LEVEL, THICKNESS OF COAL IN METRE	○
3.	BORERHOLES DRILLED BY CMSPW WITH REDUCED LEVEL, FLOOR REDUCED LEVEL, THICKNESS OF COAL IN METRE	○
4.	FAULT WITH THROW IN METRE	—
5.	DOCKERS WITH VALUE IN METRE	—
6.	FLOOR CONTOUR WITH VALUE IN METRE	—
7.	DROPPING LINE BETWEEN SEAM WITH SEAM WITH VALUE IN METRE	—
8.	DRAINAGE	—
9.	SUB CROP OF COAL SEAM	—
10.	SHIFTS	—
11.	PROPOSED DRIFTS	—
12.	AIR SHAFT	—
13.	INCLINE	—
14.	HARD COVER LINE	—
15.	SEAM	—
16.	MINE BOUNDARY	—
17.	METALLED ROAD	—
18.	CART ROAD	—
19.	ROAD (UNCOVERED)	—
20.	WALLAH	—
21.	EXTENT OF WORKING IN SEAM (V.M)	—
22.	UP DIP	—
23.	NOT DRILLED UP TO THE SEAM	—
24.	FAULTED	—
25.	SEAM IS NOT ANALYSED SO DATA NOT CONSIDERED FOR DESIGN	—
26.	POOR RECOVERY, SO DATA NOT CONSIDERED FOR DESIGN	—
27.	GENERAL TYPE AND OF SEAM BY DATA IS NOT CONSIDERED	—
28.	STRUCTURE PROVING BORERHOLE	—

REFERENCE PLAN:-

1. S.A. No. 10/11742 (PART-III) GEOLOGICAL NOTE ON THE SAONER UG MINE AREA (PART-III) COALFIELD, DISTRICT-SAMPUR (MADHARAJA), CAPS, No. 10/11742, DATED 1973-74.
2. S.A. No. 10/11742 (PART-III) GEOLOGICAL NOTE ON THE SAONER UG MINE AREA (PART-III) COALFIELD, DISTRICT-SAMPUR (MADHARAJA), CAPS, No. 10/11742, DATED 1973-74.
3. S.A. No. 10/11742 (PART-III) GEOLOGICAL NOTE ON THE SAONER UG MINE AREA (PART-III) COALFIELD, DISTRICT-SAMPUR (MADHARAJA), CAPS, No. 10/11742, DATED 1973-74.
4. S.A. No. 10/11742 (PART-III) GEOLOGICAL NOTE ON THE SAONER UG MINE AREA (PART-III) COALFIELD, DISTRICT-SAMPUR (MADHARAJA), CAPS, No. 10/11742, DATED 1973-74.
5. S.A. No. 10/11742 (PART-III) GEOLOGICAL NOTE ON THE SAONER UG MINE AREA (PART-III) COALFIELD, DISTRICT-SAMPUR (MADHARAJA), CAPS, No. 10/11742, DATED 1973-74.
6. S.A. No. 10/11742 (PART-III) GEOLOGICAL NOTE ON THE SAONER UG MINE AREA (PART-III) COALFIELD, DISTRICT-SAMPUR (MADHARAJA), CAPS, No. 10/11742, DATED 1973-74.
7. S.A. No. 10/11742 (PART-III) GEOLOGICAL NOTE ON THE SAONER UG MINE AREA (PART-III) COALFIELD, DISTRICT-SAMPUR (MADHARAJA), CAPS, No. 10/11742, DATED 1973-74.
8. S.A. No. 10/11742 (PART-III) GEOLOGICAL NOTE ON THE SAONER UG MINE AREA (PART-III) COALFIELD, DISTRICT-SAMPUR (MADHARAJA), CAPS, No. 10/11742, DATED 1973-74.
9. S.A. No. 10/11742 (PART-III) GEOLOGICAL NOTE ON THE SAONER UG MINE AREA (PART-III) COALFIELD, DISTRICT-SAMPUR (MADHARAJA), CAPS, No. 10/11742, DATED 1973-74.
10. S.A. No. 10/11742 (PART-III) GEOLOGICAL NOTE ON THE SAONER UG MINE AREA (PART-III) COALFIELD, DISTRICT-SAMPUR (MADHARAJA), CAPS, No. 10/11742, DATED 1973-74.

NOTE:-

1. FLOOR CONTOUR AS SHOWN WITHIN THE MINE WORKING AREA IS NOT TO BE USED FOR DESIGN PURPOSES.
2. THE PLAN IS NOT TO BE USED FOR DESIGN PURPOSES WITHOUT THE APPROVAL OF THE DESIGN ENGINEER.
3. THE PLAN IS NOT TO BE USED FOR DESIGN PURPOSES WITHOUT THE APPROVAL OF THE DESIGN ENGINEER.
4. THE PLAN IS NOT TO BE USED FOR DESIGN PURPOSES WITHOUT THE APPROVAL OF THE DESIGN ENGINEER.
5. THE PLAN IS NOT TO BE USED FOR DESIGN PURPOSES WITHOUT THE APPROVAL OF THE DESIGN ENGINEER.
6. THE PLAN IS NOT TO BE USED FOR DESIGN PURPOSES WITHOUT THE APPROVAL OF THE DESIGN ENGINEER.
7. THE PLAN IS NOT TO BE USED FOR DESIGN PURPOSES WITHOUT THE APPROVAL OF THE DESIGN ENGINEER.
8. THE PLAN IS NOT TO BE USED FOR DESIGN PURPOSES WITHOUT THE APPROVAL OF THE DESIGN ENGINEER.
9. THE PLAN IS NOT TO BE USED FOR DESIGN PURPOSES WITHOUT THE APPROVAL OF THE DESIGN ENGINEER.
10. THE PLAN IS NOT TO BE USED FOR DESIGN PURPOSES WITHOUT THE APPROVAL OF THE DESIGN ENGINEER.

PLATE NO.-VII

Western Coalfield Ltd., Nagpur

SAONER UG MINE - EXPANSION 4140421007

SCALE - 1:5000

CHAPTER-7
SCOPE OF WORK, TIME SCHEDULE AND FORMS OF PRICE BID

7.1 SCOPE OF WORK

The scope of work shall include all the obligations covered in the various parts of the Tender document such as NIT, Instruction to Bidders, and Conditions of contract. The scope of work shall also include the followings:

- 7.1.1 The successful bidder is to deploy, operate and maintain the Continuous Miner or Similar Equipment with Continuous Cutting Technology in Saoner Underground Mine-I of WCL to produce the minimum guaranteed production of coal 0.60 MTY & transport coal from face to Gate belt.
- 7.1.2 As 45% of the earmarked reserve for extraction by CM in Seam V and that of 60% of Seam IV(M) are developed galleries, with a height of 2.8m to 3.0 m, along the floor, leaving around 1.5m in roof and supported by roof bolts. Heightening of these developed galleries and re-supporting shall be under bidder's scope by using suitable equipment.

The successful bidder is required to get DGMS approval and commence coal production within 18 months from the date of issuance of Letter of Acceptance.

- 7.1.2 The successful bidder shall get conducted scientific study for obtaining DGMS permission for deployment of Continuous Miner or Similar Equipment with Continuous Cutting Technology in the above mine and strata monitoring required by DGMS.
- 7.1.3 The successful bidder shall design, engineer, finance, procure, install, operate and maintain the entire Continuous Miner or Similar Equipment with Continuous Cutting Technology to ensure extraction of coal of pre-determined quality for the specified duration for WCL.
- 7.1.4 The successful bidder shall deploy new equipments. The successful bidder shall procure all kinds of spares and consumables required to operate the Continuous Miner or Similar Equipment with Continuous Cutting Technology during the contract period and also materials required for supporting the roof.
- 7.1.5 **Approval of equipment:** For equipment and machinery and goods to be supplied under the contract which require permission by **Director General of Mines Safety (DGMS), Dhanbad, India** for use in coal mines, such required permission and approvals shall be obtained by the successful bidder at his own cost. Any addition /alteration suggested by DGMS while approving the equipment, to be undertaken by the successful bidder and cost of such addition / alteration on the equipment shall be borne by him.
- 7.1.6 The successful bidder should ensure for the maximum recovery of coal without violating any provisions of Coal Mine related Acts and Laws and safety.
- 7.1.7 The successful bidder shall plan, design and develop the panel and face. The successful bidder shall prepare Annual operation Plan incorporating month-wise coal production. Implementation of the above operational plan shall be implemented only after approval of WCL. Any change in Annual Operational Plan, during course of implementation, shall be effected only with competent approval of WCL.
- 7.1.8 The successful bidder shall procure, install and maintain of all the facilities required within the district excluding gate belt. This will include face communication, support, lighting, pumping, loading and transport of coal up to Gate belt conveyor, power supply, water, support material, ventilation at the district as per **Clause No.7.2.6** and environment monitoring in the district.
- 7.1.9 Pumping water from the active working faces to the nearest sump would be the responsibility of the Successful bidder. Auxiliary ventilation at the working faces would be the responsibility of the Successful bidder.
- 7.1.10 All activities related to production within the district excluding gate belt shall be the responsibility of the successful bidder.
- 7.1.11 The successful bidder shall support the roof suitable in accordance with approved Strata Control and Monitoring Plan under Coal mines Regulation 123 of CMR 2017.
- 7.1.12 The successful bidder shall arrange 100% financing of proposed work.
- 7.1.13 Drifting across Faults up to 10 m throw/ dyke/intrusion/Geological disturbances etc.

Drifting across faults with throw up to 10m/ dyke/intrusion/geological disturbances shall be done by the successful bidder with assured rate of advance per day as 01 metre/day. For this job, payment shall be made separately as per last awarded rate prevailing at the Mine / Area. If the awarded rate is

beyond six months, updation will be done as per Civil Manual applicable to WCL (Presently 5% per annum) from the completion date of the last awarded rates of work executed, worked out as per cu.m. of drivage. During the process of drivage across faults/ dyke/intrusion/geological disturbances etc. any material obtained other than coal to be disposed off by the successful bidder, at a place as indicated by Engineer In-charge.

7.2 OBLIGATIONS OF OWNER

During the Contract period, WCL would provide the following facilities.

- 7.2.2 WCL shall make the Mine Site available to the Successful bidder and shall carry out the Management of the mine as per all statutes and laws, including but not limited to Coal Mines Act, Regulations, Rules, and other statutes and laws applicable to coal mines in India. In particular, the responsibility for environmental matters of any nature whatsoever is with WCL and WCL will indemnify the Successful bidder and will hold the Successful bidder harmless with regard to all costs, damages and liabilities arising in connection with environmental pollution & subsidence.
- 7.2.3 WCL will provide Gate & Trunk transport and surface handling of coal produced. Out bye coal clearance shall be ensured at an average rate of 400 tonnes per hour.
- 7.2.4 WCL will provide electrical power on chargeable basis at a single point at 3.3 kV / 50 Hz at the district entry point through separate meter. Distribution of power within the district and supply of required transwitch unit, switchgears, cables, cable couplers etc shall be the Contractor's responsibility. A schematic layout diagram for power supply, including likely power consumption and proposed earthing system equipment wise shall be furnished by the Contractor. WCL shall also provide power at 440 V/220 V on surface as per requirement on chargeable basis. The cost of electricity on actual as per prevailing rate (including all variable and fixed components of electricity bill) shall be deducted from the monthly running bill of the Contractor at the average rate of respective month.
- The present rate of electricity is Rs._____ per unit (Energy Cost) and Rs.____ per KVA (Demand Charge). This rate is subject to change as per the prevailing rate during execution of contract at Saoner UG Mine-I.
- 7.2.5 WCL shall provide water of required quantity and pressure near to Continuous Miner or Similar Equipment with Continuous Cutting Technology. Conveying of the water to the machines and pumping out water from the face to the district sump shall be responsibility of Contractor. Pumping out of the water from the district sump to surface shall be the responsibility of WCL.
- 7.2.6 Contractor shall make appropriate arrangement for proper storage of consumables, spares and assemblies etc. WCL shall provide suitable space to Contractor for construction of the store during the contract period only.
- 7.2.7 WCL will provide Ventilation, communication system and lighting up to the district entry point. Pumping out of the water from the mine sump to surface shall be the responsibility of WCL.
- 7.2.8 WCL will provide the existing available workshop facilities for carrying out repair & maintenance of Contractor's equipment. Provision of any additional workshop machinery specifically required for repair and maintenance of Contractor's equipment shall be the sole responsibility of Contractor.
- 7.2.9 WCL shall provide suitable accommodation on chargeable basis, if available, for use by Contractor. However, WCL shall provide sufficient land for construction (at the cost of Contractor) of temporary accommodations for Contractor's personnel.
- 7.2.10 WCL shall provide local medical facility on chargeable basis as per the prevailing standard norms of WCL for personnel of non-entitled class.
- 7.2.11 WCL shall provide manpower for statutory supervision of various faces operations and monitoring of support being carried out by the Contractor.
- 7.2.12 WCL shall keep the main dips sufficiently in advance so as to ensure that next panel is available for development before the current panel (where Contractor's equipment is deployed) is fully developed as planned.
- 7.2.13 If the original galleries in the developed area are required to be heightened for extraction of the stipulated thickness of the seam, blasting shall be arranged by WCL. Necessary assistance for blasting shall be provided by the Contractor. Re-supporting of roof shall be done by the Contractor.

PROFORMA FOR LETTER OF BID TO BE UPLOADED BY BIDDER DURING SUBMISSION OF BID ONLINE:

FORMAT OF “Letter of Bid” (for Works & Services Tenders)

LETTER HEAD OF BIDDER (As enrolled on the e-Procurement Portal of CIL)

To,
The Tender Committee
Western Coalfields Limited

Sub. Letter of Bid for the work of deployment of Continuous Miner (CM) Technology Packages on hiring basis at Saoner Underground Mine, Nagpur Area of Western Coalfields Limited (WCL) as per Job as mentioned in NIT.

Ref. : 1. NIT No.: “ _____ ”

2. Tender Id No. : “ _____ ”

Dear Sir,

This has reference to above referred bid. I/we have read and examined the conditions of contract, Scope of Work, technical specifications, BOQ and other documents carefully.

I /We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the bid conditions and bid documents in its entirety for the above work and agree to abide by and fulfill all terms and conditions and specifications as contained in the bid document.

I/we here by submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document.

I/We hereby confirm that this bid complies with the Bid validity, Bid security and other documents as required by the Bidding documents.

If any information furnished by me/us towards eligibility criteria of this bid is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against CIL/Subsidiary.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and Coalfields Ltd.

Should this bid be accepted, we agree to furnish Performance Security within 21 days of issue of letter of acceptance and commence the work after furnishing of Performance Security. In case of our failure to abide by the said provisionCoalfields Ltd. shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period 12 months.

(This document is digitally signed by the DSC holder authorised by the bidder and therefore no physical signature is required)

Format of Affidavit to deploy matching equipment.

(To be filled by the Bidders).

Non-Judicial Stamp Paper of Rs. 10/-

AFFIDAVIT

I/We,, Proprietor/Partner/Legal Attorney/director/
Accredited Representative of M/S., solemnly declare that:

1. We are submitting Bid for the workagainst Bid Notice
No..... dated.....
2. We hereby confirm that we shall deploy matching equipment etc. of required capacity as per NIT.

Signature of the Bidder.

Dated.....

In case of joint venture, the affidavit shall be
signed by all the members of JV

Seal of Notary

ANNEXURE-C

**PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY BIDDER/S (ON BIDDER'S LETTER HEAD)
FOR GENUINENESS OF THE INFORMATION FURNISHED ONLINE AND AUTHENTICITY OF THE
DOCUMENTS UPLOADED ONLINE IN SUPPORT OF HIS ELIGIBILITY :**

FORMAT OF UNDERTAKING

I / We,, Proprietor/Partner/Legal Attorney/
Director/Accredited Representative of M/S, solemnly declare that:

1. I/We am/are submitting Bid for the work.....against NIT No/Tender ID..... Datedand I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. Myself / Our Partners/Directors don't has/have any relative as employee of.(Name of the Company).
3. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.
4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
5. I/ We hereby authorize department to seek references / clarifications from our Bankers.
6. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
7. *I/We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.

Or

*I/We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF / EPF authorities, if applicable. We shall make necessary payments as required under law.

8. *I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs (In case of JV, all partners are covered).

Or

*I / Wehave been banned by the organization named " _____ " for a period of..... year/s, effective from to.....(in case of JV, name(s) of the JV Partner(s)).

9. I/We,..... Proprietor/Partner/Legal Attorney/Director/ Accredited Representative of M/S....., solemnly declare that Myself/Our Partners/Directors don't has/have any work in washing of Coal as washery operator and/or Transportation of coal to washery in.....(Name of Area(s)) of.....(Name of CIL/Subsidiary). (Applicable for Chapter 3 and Chapter 6 of CMM).
10. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including Earnest Money and banning of our firm and all partners of the firm etc.

* Delete whichever is not applicable.

Signature of the Bidder.

Dated.....

In case of joint venture, Signature of all partners of JV

Seal of Notary

PRE CONTRACT INTEGRITY PACT

(Not to be Uploaded by bidder online as it is a Part of Tender Document)
(TO BE ACCEPTED THROUGH GTE)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of20..., between, on one hand, Coal India Limited/Subsidiary Cos. acting through Shri, Designation of the officer, (hereinafter called the "BUYER / Principal", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.represented by Shri....., Chief Executive Officer (hereinafter called the "BIDDER/Seller/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure(Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Central Public Sector Unit.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Section 1 – Commitments of the Principal

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

No employee of the Principal, personally or through family members , will in connection with the tender for , or the execution of a contract, demand ; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

Principal will exclude from the process all known prejudiced persons.

If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India , if any, Similarly the Bidder(s) /Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s).Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only. The guidelines and terms and conditions for Indian agents of Foreign supplier shall be as per the provisions at Annexure-1 of this document.

The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

If the Bidder / Contractor / Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor / Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case. In particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidences within his / her knowledge concludes that there is a reasonable ground to suspect violation of any commitment listed under Section 2 i.e " Commitments of Bidder(s) / Contractor(s).

The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

If the Bidder / Contractor / Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.”

Section 4 - Compensation for Damages

If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential.

He/ she reports to the Chairman, Coal India Limited / CMD, Subsidiary Companies

The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information ' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, Coal India Limited / CMD, Subsidiary Companies and recuse himself / herself from that case.

The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

The Monitor will submit a written report to the Chairman, Coal India Limited / CMD, Subsidiary Companies within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

If the Monitor has reported to the Chairman, Coal India Limited / CMD, Subsidiary Companies, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman, Coal India Limited / CMD, Subsidiary Companies has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman Coal India Limited / CMD, Subsidiary Companies.

Section 10 - Other provisions

Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

Section 11- Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Section 12- Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

Section 13 - Other Legal Actions.

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

PROFORMA OF JOINT VENTURE /CONSORTIUM AGREEMENT

(On Non-Judicial Stamp paper of appropriate value as per provision of the Stamp Act applicable in the concerned state)

This Joint Venture /Consortium agreement is made on thisday of.....

AMONGST / BETWEEN

M/s....., having its registered Office at

Represented by Shri.....(Name and Designation) of M/s.....Who has power of Attorney to enter into Joint Venture /Consortium with.....and

Sign all documents/ agreements on behalf of M/s..... (hereinafter referred to as".....")

AND

M/s....., having its registered Office at

Represented by Shri.....(Name and Designation) of M/s.....who has power of Attorney to enter into Joint Venture /Consortium with.....and

Sign all documents/agreements on behalf of M/s..... (hereinafter referred to as".....").

The expressions M/sand M/s.....Shall, wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as "Joint Venture /Consortium/Parties" and individually as "Joint Venture /Consortium Partner/Party".

WHEREAS M/s.....and M/s.....agreed to form a Joint Venture /Consortium in order to join their forces to obtain best results from the combinations of their individual resources of technical and management skill, finance and equipment for the benefit of the project and in order to submit the Bid for the work of ".....

..... (hereinafter referred to as "Project") under.....(Name of Company(hereinafter referred to as "the principle Employer").

The Parties hereby enter into this Joint Venture /Consortium Agreement (hereinafter referred to as "Joint Venture /Consortium Agreement") to jointly prepare and submit the Bid for the Project and in the event of securing the Project from the Employer, to execute the Project in accordance with the Contract terms and conditions, to the satisfaction of the Principal Employer.

NOW THEREFORE, the parties, in consideration of the mutual premises contained herein, agree as follows:

1) FORMATION AND TERMINATION OF THE JOINT VENTURE /CONSORTIUM.

The parties under this Agreement have decided to form a Joint Venture /Consortium to submit the Bid for the above Project and execute the Contract with the Principal Employer for the Project, if qualified and awarded.

- a) The name and style of the Joint Venture /Consortium shall be "....." (hereinafter called the "Joint Venture /Consortium").
- b) The Head Office of the Joint Venture /Consortium shall be located at..... and the site office will be located at the site of the Project. All communication regarding the project will be made to..... Telephone Nos.....
- c) None of the parties of the Joint Venture /Consortium shall be allowed to assign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture /Consortium to any party including the existing partner of the Joint Venture /Consortium.
- d) The term of the Joint Venture/Consortium shall begin as on the date first set forth above and shall terminate on the earliest of the following dates.

- i) The Joint Venture /Consortium fail to obtain qualification from the Employer.
- ii) The Contract for the Project is not awarded to the Joint Venture /Consortium.
- iii) The Employer cancels the Project.
- iv) Either Party commits material breach of this Agreement and fails to cure such breach within the period designated by the non-defaulting Party.
- v) Both parties agree to terminate this Agreement in writing.
- vi) The Project is completed including defects liability period to the satisfaction of the Employer and all the parties complete any and all duties, liabilities and responsibilities under or in connection with the Contract and the Joint Venture /Consortium Agreement.

2) LEAD PARTNER.

M/s..... shall be the Lead Partner of the Joint Venture /Consortium and is responsible for performing a key function in contract management. M/s..... shall be attorney of the parties duly authorized to incur liabilities and receive instructions for and on behalf of any and all partners in the Joint Venture /Consortium and also all the partners of the Joint Venture /Consortium shall be jointly and severally liable during the bidding process and for the execution of the contract as per contract terms with the employer in accordance with the power of attorney annexed. All Joint Venture /Consortium partners M/s..... & M/s..... nominate and authorize Shri..... (name and designation) of M/s..... to sign all letters, correspondence, papers & certificates and to submit the Pre-Qualification Application / Bid documents for and on behalf of the Joint Venture /Consortium.

3) REPRESENTATIVE OF THE PARTNERS OF THE JOINT VENTURE /CONSORTIUM.

Each constituent party of the Joint Venture /Consortium appoints the following personnel as the representative of the relevant party with full power of attorney from the Board of Directors of the concerned company.

JV / CONSORTIUM Partner Name Position in the respective Company

M/s.....

M/s.....

4) PARTICIPATION SHARE & WORK RESPONSIBILITIES.

4.2 The parties agree that their respective participation share (hereinafter called „Participation Share“) in the Joint Venture /Consortium shall be as follows:

M/s..... :% (.....per cent)

M/s..... :% (.....per cent) and

M/s..... :% (.....per cent)

4.3 The Parties shall share the rights and obligations, risk, cost and expenses, working capitals, profits or losses or others arising out of or in relation to execution of the Project in proportion to their share of participation in the Joint Venture /Consortium except as otherwise agreed.

4.4 The parties shall jointly execute the works under the Project as an integrated entity and allocate responsibilities as regards division of work between themselves by organizing the adequate resources for successful completion of the Project. However, all parties shall remain jointly and severally responsible for the satisfactory execution of the Project in accordance with the Contract terms and conditions.

5) JOINT AND SEVERAL LIABILITIES.

All partners of Joint Venture /Consortium shall be liable jointly and severally during the Pre-qualification

and Bidding process; and in the event the contract is awarded, during the execution of the Contract, in accordance with Contract terms.

6) WORKING CAPITAL

Each party shall contribute working capital for equipment, labour and material or any expenses incurred for execution of the Project or any other investment required in connection with the execution of the project proportionate to the participation ratio.

7) BID SECURITY: Bid Security, Performance Security and other securities shall be paid by the Joint Venture /Consortium except as otherwise agreed.

8) PERSONNEL & EQUIPMENT

Team of Managers / Engineers of all the partners of the Joint Venture /Consortium will form part of the core management structure and assist in execution of the project. The list of Personnel and equipment proposed to be engaged for the project by each Party will be decided by the management committee.

9) NON PERFORMANCE OF RESPONSIBILITY BY ANY PARTY OF JOINT VENTURE /CONSORTIUM.

- a) As between themselves, each Party shall be fully responsible for the fulfillment of all obligations arising out of its scope of the work for the Project to be clarified subject to the Agreement between the Parties and shall hold harmless and indemnified against any damage arising from its default or non-fulfillment of such obligations.
- b) If any Party fails to perform its obligations described in this Agreement during the execution of the Project and to cure such breach within the period designated by the non-defaulting party, then the other party shall have the right to take up work, the interest and responsibilities of the defaulting party at the cost of the defaulting party.
- c) Stepping into the shoes of the existing partner of Joint Venture /Consortium with all the liabilities of the existing partner from the beginning of the contract with the prior approval of company.
- d) Notwithstanding demarcation or allotment of work of between/amongst Joint Venture /Consortium partners, Joint Venture /Consortium shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.
- e) In case bid being accepted by Company, the payments under the contract shall only be made to the Joint Venture /Consortium and not to the individual partners.

10) BANK A/C.

Separate Bank A/c. shall be opened in the name of the Joint Venture /Consortium in a scheduled or Nationalized Bank in India as per mutual Agreement and all payments due to the Joint Venture /Consortium shall be received only in that account, which shall be operated jointly by the representative of the Parties hereto. The financial obligations of the Joint Venture /Consortium shall be discharged through the said Joint Venture /Consortium Bank Account only and also all the payments received or paid by company to the Joint Venture /Consortium shall be through that account alone.

11) LIMIT OF JOINT VENTURE /CONSORTIUM ACTIVITIES.

The Joint Venture /Consortium activities are limited to the bidding and in case of award, to the performance of the Contract for the Project according to the conditions of the Contract with the Employer.

12) TAXES.

Each Party shall be responsible for its own taxes, duties and other levies to be imposed on each party in connection with the Project. The taxes, duties and other levies imposed on the Joint Venture /Consortium in connection with the Project shall be paid from the account of the Joint Venture /Consortium.

13) EXCLUSIVITY

The Parties hereto agree and undertake that they shall not directly or indirectly either individually or with other party or parties takes part in the Bid for the said Project. Each Party further guarantee to the other party hereto that this undertaking shall also apply to its subsidiaries and companies under its direct or

indirect control.

14) MISCELLANEOUS:

- a. Neither party of the Joint Venture /Consortium shall assign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture /Consortium to a third party without the Agreement of the other parties in writing and also without the permission of the Employer.
- b. Subject to the above clause, the terms and conditions of this agreement shall be binding upon the parties, the Directors, Officers, Employees, Successors, Assigns and Representatives.

15) APPLICABLE LAW

This agreement shall be interpreted under laws and regulations of India.

IN WITNESS Whereof the Parties hereto have hereunder set their respective hands and seals the day, month, year first above written.

For

For.....

Signature _____
(Name & Postal Address)

Signature _____
(Name & Postal Address)

.....
(Official Seal)

.....
(Official Seal)

Place

Place

Date

Date.....

Witness
Signature

Witness
Signature

(Name & Postal Address)

(Name & Postal Address)

.....

.....

BID SECURITY DECLARATION

To be uploaded by the bidder on his letter head pad during submission of bid online

Name of Work: -----.

Tender Id: _____

I/We , _____ proprietor/partner/Legal Attorney/Directed/Accredited

Representative* of M/s _____, solemnly declare that:

1. I/We am/are submitting Bid for the work _____ against Bid Notice no. _____ dated _____ and I/We offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. I/We accept that if I/We withdraw or modify our bids during period of validity, or if I/We am/are awarded the contract and I/We fail to sign the contract, or to submit a performance security before the deadline or any other default which attracts forfeiture of EMD (as prescribed in the existing manuals) as defined in the request for bid document. I/We will be banned for two years from being eligible to submit bids in CIL and its subsidiaries.

Signature of the Bidder

(Signature of all partners in case of Partnership firm/Joint Venture)

Dated _____

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To
The Area General Manager,
_____ Area.

Re: Bank Guarantee in respect of Contract No.....
Dated..... Between (Name of the company)
and (Name of the Contractor)

WHEREAS

..... (Name and address of the Contractor) (herein after called "the Contractor") has entered into a contract made as per letter of acceptance.....dated.....(herein after called the said contract) with (name of the Company) (hereinafter called "the Company") to execute (name of the contract and brief description of work) on the terms and conditions contained in the said contract.

It has been agreed that the Contractor shall furnish a Performance Security in the shape of Bank Guarantee from a Schedule bank for a sum of Rs..... as security for due compliance and performance of the terms and conditions of the said contract.

We..... (name of the Bank) having its branch/Office at..... have, at the request of the Contractor, agreed to furnish this bank Guarantee by way of performance Security.
NOW, THEREFORE, we the..... Bank (herein after called The Bank) hereby, unconditionally and irrevocably, guarantees and affirms as follows:

The Bank do hereby irrevocably guarantees and unconditionally agree with the Company that if the contractor shall in any way fail to observe or perform the terms and conditions of the said contract or shall commit any breach of its obligation thereunder, the Bank shall on its mere first written demand, and without any objection, demur and without any reference to the contractor, pay to the company the said sum of or such portion as shall then remain due with interest without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum, or failing on the company to compel such payment by the contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the company and as regards the amount payable by the Bank under this Guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the company and the Contractor regarding the claim.

The Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said Contract which is likely to be day of but if the period of Contract is extended either pursuant to the provisions in the said contract or by mutual agreement between the contractor and the company, the Bank shall renew the period of the Bank Guarantee failing which it shall pay to the company the said sum of or such lesser amount of the said sum of as may be due to the company and as the company may demand.

This Guarantee shall remain in force until the dues of the company in respect of the said sum ofand interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Contractor and discharged the guarantee.

The Bank further agrees with the company that the company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the

contractor and to forbear to enforce any of the terms and conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Guarantor.

The Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the company the said sum of or such lesser sum as may then be deemed to the Company and as the Company may require.

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to Rs..... The guarantee shall remain in force till the day * of * and unless the guarantee is renewed or claim is preferred against the bank on or before the said date all rights of the Company under this guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding Clause.

* The date of guarantee shall cover a period of minimum one year or 90 days beyond the date of completion whichever is more.

Any notice by way of request, demand or otherwise hereunder maybe sent by post/e-mail/Fax addressed to the bank branch/operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

The Bank has under its constitution power to give this Guarantee and Sri..... who has signed it on behalf of the Bank has authority to do so.

Signed and sealed this.....day of.....at.....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code number)

(address)

“The Bank Guarantee as referred above shall be operative at our branch at **Nagpur** payable at **Nagpur**.”

**PROFORMA OF BANK GUARANTEE FOR RELEASE OF RETENTION MONEY/BID SECURITY
DEDUCTED @5% FROM RUNNING BILL
IN LIEU OF RECEIVING PAYMENT AGAINST THE SECURITY DEPOSIT ACCRUED ANNUALLY BY
PAYING THE RUNNING BILL AT 95%, i.e. THE RETENTION MONEY DEDUCTED @ 5% FROM
RUNNING BILL**

To
Western Coalfields Limited,
.....Area.

Re: Bank guarantee in respect of contract No.....
Dated..... between (Name of the)
And (Name of the contractor)

WHEREAS

..... (Name and address of the Contractor) (herein after called "the Contractor") has entered into a contract dated.....(herein after called the said contract) with (name of the Company) (hereinafter called "the Company") to execute (name of the contract and brief description of work) on the terms and conditions contained in the said contract.

It has been agreed that the Contractor shall furnish a Bank Guarantee from a Schedule bank for a sum of Rs..... as security for release of equivalent amount of Retention Money/Bid Security as per terms and conditions of the said contract.

We..... (name of the Bank) having its branch/Office at..... have, at the request of the Contractor, agreed to furnish this bank Guarantee by way of Bid Security.

NOW, THEREFORE, we the..... Bank (herein after called The Bank) hereby, unconditionally and irrevocably, guarantees and affirms as follows:

The Bank do hereby irrevocably guarantees and unconditionally agree with the Company that if the contractor shall in any way fail to observe or perform the terms and conditions of the said contract or shall commit any breach of its obligation thereunder, the Bank shall on its mere first written demand, and without any objection, demur and without any reference to the contractor, pay to the company the said sum of or such portion as shall then remain due with interest without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum, or failing on the company to compel such payment by the contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the Company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the Company and the Contractor regarding the claim.

The Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said Contract which is likely to be day of but if the period of Contract is extended either pursuant to the provisions in the said Contract or by mutual agreement between the contractor and the company, the Bank shall renew the period of

the Bank Guarantee failing which it shall pay to the company the said sum of Rs..... or such lesser amount of the said sum of Rs..... as may be due to the company and as the company may demand.

This Guarantee shall remain in force until the dues of the company in respect of the said sum of Rs..... and interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Contractor and he has discharged the guarantee.

The Bank further agrees with the company that the company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forbear to enforce any of the terms & conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the

Contractor or to any forbearance, act or omissions on the part of the company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Guarantor.

The Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above the Bank shall pay to the company the said sum of Rs..... or such lesser sum as may then be deemed to the Company and as the Company may require.

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to Rs..... The Guarantee shall remain in force till the day * of * and unless the Guarantee is renewed or claim is preferred against the Bank on or before the said date all rights of the Company under this Guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding Clause.

* The date of guarantee shall cover a period of minimum one year or 270 days beyond the date of completion whichever is more.

Any notice by way of request, demand or otherwise hereunder maybe sent by post/e-mail/Fax addressed to the bank branch/operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

The Bank has under it is constitution power to give this guarantee and Shri who has signed it on behalf of the Bank has authority to do so.

Signed and sealed this.....day of.....at.....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code number)

(address)

"The Bank Guarantee as referred above shall be operative at our branch at **Nagpur** payable at **Nagpur**.

MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT.

1. Name of the Bidder :

2. Address of the Bidder :
.....

City..... Pin Code.....

E-mail Id

Permanent Account Number

3. Particulars of Bank:

Bank Name		Branch Name	
Branch Place		Branch City	
Pin Code		Branch Code	
MICR No.			
(Digital Code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your Bank for ensuring accuracy of the Bank Name, Branch Name and Code Number.			
RTGS CODE			
Account Type	Savings	Current	Cash Credit
Account Number (as appearing in the Cheque Book.			

4. Date from which the mandate should be effective.

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information. I shall not hold Company responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through SBI Net / RTGS transfer. I agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank for such e-transfer shall be borne by us.

Place :

Date:

Signature of the Party / Authorised Signatory

Certified that particulars furnished above are correct as per our records.

Banker's Stamp

Date

(Signature of the Authorised official from the Bank)

1. UNDERTAKINGS TO BE furnished ON-LINE BY THE BIDDER

USER PORTAL AGREEMENT

e-Tender Portal User Agreement

In order to create a user account and use the e-Tender portal you must read and accept this e-Tender portal User Agreement.

A. UNDERTAKINGS TO BE FURNISHED ONLINE BY THE BIDDER

I DO HEREBY UNDERTAKE

1. That all the information being submitted by me/us is genuine, authentic, true and valid on the date of submission of tender and if any information is found to be false at any stage of tendering or contract period I/We will be liable to the following penal actions apart from other penal actions prescribed elsewhere in the tender document.
 - a. Cancellation of my/our bid/contract (as the case may be)
 - b. Forfeiture of EMD
 - c. Punitive action as **per** tender document
2. That I/we accept all terms and condition of NIT, including General Terms and Condition and Special/Additional Terms and Condition as stated there in the tender document as available on the website.
3. That I/we accept the Integrity Pact as given in the tender document (if applicable).
4. That I/we am/are giving my/our consent for e-payment and submitting/shall submit the mandate form for e-payment in the format as prescribed in the document in case, the work is awarded to us.
5. That I/we do authorize CIL/subsidiary for seeking information/clarification from my Bankers having reference in this bid.
6. That I/we will upload original/certified photo/scanned of all the relevant documents as prescribed in the tender document in support of the information and data furnished by me/us online.
7. I/We confirm that I/We have not been banned or de-listed by any Govt. or Quasi Govt. agencies or PSUs. In case We are banned or delisted this information shall be specifically informed to the tender issuing authority.
8. That I/We accept all the undertakings as specified elsewhere in the tender document.
9. That this online agreement will be a part of my bid and if the work is awarded to me/us, this will be a part of our agreement with CIL/subsidiary Company.

B. TERMS AND CONDITIONS OF E-TENDER SERVICES AGREEMENT

COPY RIGHT NOTICE. Copyright©2013, Coal India Limited, India. All rights reserved. YOU MAY NOT MODIFY, COPY, REPRODUCE, REPUBLISH, UPLOAD, POST, TRANSMIT, OR DISTRIBUTE, IN ANY MANNER, THE MATERIAL ON THE SITE, INCLUDING TEXT, GRAPHICS, CODE AND/OR SOFTWARE.

You may print and download portions of material from the different areas of the website solely for your own non-commercial use provided that you agree that you shall not change or delete any copyright or proprietary materials from the site.

www.coalindiatenders.nic.in is an e-procurement portal of Coal India Limited/it's Subsidiary.

THIS E-TENDER PORTAL AND RELATED SERVICES SUBJECT TO YOUR COMPLIANCE WITH THE USER'S TERMS AND CONDITIONS SET FORTH BELOW.

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. YOU MAY NOT COMPLETE YOUR REGISTRATION AND USE THE E-TENDER PORTAL WITHOUT AGREEING TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW.

BY REGISTERING THE USER NAME AND PASSWORD, YOU AGREE TO ABIDE BY ALL THE TERMS AND CONDITIONS SET FORTH BELOW.

Bidder Registration, Password and Security

Upon successful completion of Registration online, User ID and Password will be registered. You can login, only by giving valid *User ID* and *Password* and then signing with your valid Digital Signature Certificate.

The Online registration/enrollment of bidder on the portal should be done in the name of the bidder.

The person whose DSC is attached to the Registered Bidder should be **either** the bidder himself **Or**, duly authorized by the Bidder.

User ID and password are strictly personal to each Authorised User and non-transferable. The User shall ensure that its Authorised Users do not divulge or disclose their user ID or password to third parties. In the event that the Authorised User comes to know that the User ID/ Password has been/might have been divulged, disclosed or discovered by any third party, user or its authorized user shall immediately modify the password using “**Change password**” option. CIL/subsidiary will have no responsibility or obligation in this regard.

At the time of enrollment in the e-Tendering portal of CIL/its Subsidiaries, the Bidders should ensure that the status of DSC is active on this site. The activation of newly issued DSC may take 24 hrs or more. Hence Bidders who are obtaining new DSC should register at least 24 hrs before the submission of Bid.

By registering in this portal you forthwith assume the responsibility for maintaining the confidentiality of the Password and account, and for all activities that occur under your Password or Account. You also agree to (a) immediately notify by e-mail to **Application Administrator/Nodal officer**, of any unauthorized use of your Password or Account or any other breach of security, and (b) ensure that you log-out from your account at the end of each session. CIL/its Subsidiaries shall not be liable for any loss or damage caused to you due to your failure to comply with the foregoing.

Registered user can modify or update some of the information in their profile as and when required at their own discretion. However, some information such as “User ID” are protected against changes by Bidder after enrollment and some other information such as “Bidder Name” etc are protected against changes by Bidder after bid submission.

+ Modification of software

With consent of **Project Advisory Committee**, e-procurement of CIL, the Administrator of e-Tender portal, reserves the right to modify, add, delete and/or change the contents, classification and presentation of the information on the marketplace at any time as it may in its absolute discretion find to be expedient and without giving any notice. It is the users responsibility to refer to the terms and/or any change or addition to the same while accessing the site.

- + Coal India Limited reserves right to interrupt/suspend the availability of the e-Tender system without any notice to the users.

+ System Requirements

It is the users responsibility to comply with the system requirements: hardware, software, Internet connectivity at user premises to access the e-Tender portal as mentioned in the home page in the link ‘resources required’.

Under any circumstances, CIL shall not be liable to the Users for any direct/indirect loss incurred by them or damages caused to them arising out of the following:

- (a) Incorrect use of the e-Tender System, or;
- (b) Internet Connectivity failures in respect of the equipments used by the Users or by the Internet Service Providers, or ;
- (c) Inability of the Bidder to submit their bid due to any DSC related problems, hardware, software or any other factor which are personal/ special/ local to the Bidder.

+ Contents of Tender Information

Tenders shall be published by the authorized **Tender Inviting Authorities** of the respective Tendering entities of CIL/subsidiary. In case of any clarifications arising out of the tenders, the users have to contact the respective **Tender Inviting Authority**.

+ Bid Submission Acknowledgement

The User should complete all the processes and steps required for Bid submission. The successful Bid submission can be ascertained once **acknowledgement** is given by the system through **Bid Submission**

number i.e. **Bid ID**, after completion of all the processes and steps. Coal India Limited/Subsidiary is not responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and so the same will not be available to the **Tender Inviting Authority** for processing.

The acknowledgment is the only confirmation of submission of bid, which the bidder can show as a proof of participating in the tender. Other than this acknowledgement, no proof will be considered as a confirmation to the submission of a bid. If the bidder fails to produce this acknowledgement required for verification in case of dispute, his claim for submission of bid may not be considered.

➔ **Upload files**

The bidders have to ensure that the files being uploaded by them are free from all kinds of viruses and contain only the relevant information as stated by the Tender Inviting Authorities for the particular tender. It is not obligatory on the part of CIL/subsidiary to read each and every document uploaded by the Bidder. If any bidder / company has uploaded / attached irrelevant data, bogus or fabricated certificates towards his qualification requirements to the respective tender then their User account will be liable for termination permanently or temporarily by CIL/subsidiary without any prior notice.

➔ **User Conduct**

You agree that all information, data, text, software, photographs, graphics, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content is originated. This means that you are entirely responsible for all Content that you upload, post, email or otherwise transmit via the e-Tender portal.

CIL/subsidiary does not control the Content posted via the e-Tender portal and, as such, does not guarantee the accuracy, integrity or quality of such Content. Hence under no circumstances, CIL/subsidiary is liable in any manner for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, e-mailed or otherwise transmitted via the Site.

➔ **Amendments to a tender published:**

You agree that the CIL/ Subsidiary companies reserves the right to re-tender / cancel a tender or extend the closing date or amend the details of tender at any time by publishing corrigendum as applicable.

➔ **Special Admonitions For International Use:**

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online content and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data to and from India or the country in which you reside.

➔ **Links**

The Site may provide, links to other World Wide Web sites or resources. Because CIL/subsidiary has no control over such sites and resources, you acknowledge and agree that the CIL/Subsidiary is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that the CIL/subsidiary shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, Goods or Services available on or through any such site or resources.

Miscellaneous

This Agreement shall all be governed and construed in accordance with the laws of India & applicable to agreements made and to be performed in India. The e-Tender portal's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. CIL/subsidiary may assign its rights and duties under this Agreement to any party at any time without notice to you. Any rights not expressly granted herein are reserved.

➔ **Governing Law**

Terms shall be governed by, and construed in accordance with, Indian law. The parties agree that the principal civil court, **Nagpur** shall have **non-exclusive** jurisdiction to entertain any dispute with WCL. WCL reserves the right to initiate any legal action against those bidders violating all or any of the above mentioned terms & conditions of e-Tender services agreement.

➔ **Modification of terms of Agreement** CIL/its Subsidiaries reserves the right to add to or change/modify the terms of this Agreement. Changes could be made by us after the first posting to the Site and you will be deemed to have accepted any change if you continue to access the Site after that time. CIL/its Subsidiaries

reserves the right to modify, suspend/cancel, or discontinue any or all services/ make modifications and alterations in any or all of the content, at any time without prior notice.

+ **Policy and Security**

General Policy

CIL/its Subsidiaries are committed to protecting the privacy of our e-Tender site visitors. CIL/subsidiary does not collect any personal or business information unless you provide it to us voluntarily when conducting an online enrolment, bid submission etc. or any other transaction on the Site.

Information Collected

When you choose to provide personal or business information to us to conduct an online transaction, we use it only for the purpose of conducting the specific online transaction that you requested. The information is also used for the purpose of vendor searches. For each online transaction, we require only a minimum amount of personal and business information required to process your transaction.

When you visit our portal to browse, read pages, or download information, we automatically collect and store only the following information:

- The Internet domain and IP address from which you access our portal;
- The date and time you access our portal;
- The pages you visit

This information would help us to make our site more useful to visitors and to learn about the number of visitors to our site and the types of technology our visitors use.

We do not give, share, sell or transfer any personal information to a third party unless required to do so by law. If you do not want any personal or business information to be collected, please do not submit it to us; however, without this required information we will be unable to process your online bid submission or any other on line transaction. Review, update and correction of any personal or business information can be done directly on the Site.

Use of Cookies:

When you choose to enter into an online transaction, we use cookies to save the information that you input while progressing through the transaction. A cookie is a very small amount of data that is sent from our server to your computer's hard drive. By enabling this feature, the cookie will remember the data entered by you and next time when you visit this site, the data stored in the cookie will be available in future.

Security

The Site has security measures in place to protect against the loss, misuse and alteration of information under our control.

Standard Operative Procedure (SOP) for managing the cases of Withdrawal of Bids in e-Procurement System of CIL/Subsidiary

I. The Mode of Withdrawal:

A. Online Withdrawal of Bids:

- a. The system of online withdrawal is available on the portal up to end date of bid submission, where any bidder can withdraw his/her bid which will attract no penal action from department side.
- b. The system of online withdrawal beyond end date of bid submission and till award of contract is also available but not fully functional and under development stage. Once it is developed and implemented only online withdrawal shall be considered except for some exceptional cases as mentioned in clause below.

B. Offline Withdrawal of Bids :

- a. A partner of bidder (in case of JV and partnership firms) whose DSC is registered on the e-Procurement portal can access the portal for online withdrawal but when there is a split in the business relationship, the partners whose DSC is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners may opt to use offline method of withdrawal of his/her offer (or express his disassociation from the bidder organization).
- b. Till a fully functional system of online withdrawal of bid (beyond end date of bid submission and till award of contract) is not developed and implemented, offline withdrawal shall also be considered.

II. Acceptance of withdrawal by Tender Committee:

- A.** Every case of withdrawal under Clause I-(A)(b) and Clause I-(B) shall be put up to Tender Committee for deliberation and further course of action.
- B.** The Tender Committee shall apply its due diligence to decide:
 - a. Whether the request for withdrawal of offer has been received from right source and authentic. For this purpose, a letter is to be sent by registered post/speed post to the bidder on the address as given by him in the enrollment page of e-Procurement portal, allowing 10 days' time to confirm the withdrawal. If the bidder does not confirm the withdrawal within the stipulated period, then it should be construed that there is no withdrawal of bid. In case the withdrawal/disassociation from the firm (Joint Venture or Partnership firm) has been submitted by any other partner then also the confirmation has to be sought from the bidder and if bidder wants to deny the withdrawal/disassociation from the JV or the partnership firm then the bidder shall be required to furnish a legally acceptable document signed by all the partners of the firm to substantiate his claim.
 - b. Whether the withdrawal is due to the reason other than to support any mala fide intention of any participating bidder such as participating or supporting a cartel formation etc.
 - c. If the mala fide intentions in the withdrawal are apprehended, then the tender should be cancelled apart from other penal action as per e-Procurement Manual for works and services of CIL and other guidelines/manuals of CIL.
 - d. If no mala fide intentions in the withdrawal are apprehended, then the penal action in line with the prescriptions of the e-Procurement Manual for works and services of CIL will be applicable.
 - e. The Tender Committee may also obtain the opinion of legal department in order to ascertain the legal course of action in case of Clause II-(B)(b) and II-(B)(c) above.

III. The SOP shall be a part of e-Procurement Manual for works and services and the NIT documents shall be framed in line with the SOP.

PROFORMA TO BE SUBMITTED UNDER CLAUSE 4.13A OF CONDITION OF CONTRACT.

To,

Tender Inviting Authority,
Western Coalfields Limited, Nagpur

Subject: Settlement of dispute through Arbitration clause 4.13A of condition of contract.

Dear Sir,

I hereby submit written consent to the clause of settlement of dispute through Arbitration under clause 4.13(A) of condition of contract (In case bidder is individual or sole proprietor)

Yours faithfully

Name and signature of Bidder

OR

We all the partners of partnership firm / joint Venture/Consortium hereby submit written consent of all the partners to the clause of settlement of dispute through Arbitration under clause 4.13(A) of condition of contract.

Yours faithfully

Name and signature of all the partners of
Partnership firm/Joint Venture/ Consortium.

1.

2.

3.

Format of Affidavit under Anti Profiteering of GST due to introduction of GST w.e.f. from 01.07.2017.

(To be filled by the Bidders).

Non-Judicial Stamp Paper of Rs. 100/-

AFFIDAVIT

To,
General Manager(CMC)
WCL, Nagpur

We undertake that any extra benefit / Excess liability in duties / taxex / Cess of Input Tax Credit (ITC) shall be passed to WCL under Anti Profiteering of GST due to introduction of GST w.e.f. from 01.07.2017.

Date:

Place:

Yours faithfully

Name and signature of Bidder

OR

We all the partners of partnership firm / joint Venture / Consortium hereby submit written consent of all the partners to the above clause .

Yours faithfully

Name and signature of all the partners of
Partnership firm/Joint Venture/ Consortium.

- 1.
- 2.
- 3.

(Format of Undertaking)

UNDERTAKING

(To be uploaded by the bidder during submission of bid online in compliance to Clause No.2.32 of NIT Restrictions under Rule 144 (xi) of General Financial Rules (GFRs) 2017)

(This undertaking shall be submitted on the letterhead of the Bidder)

{Insert name of the Bidder}, ("Undersigned Bidder") hereby agrees, undertakes, and confirms each of the following:

- 1) The Undersigned Bidder is submitting a Bid for the work _____ against NIT No. _____ dated _____ and agrees and undertakes to execute the work in accordance with all the terms, conditions and provisions of the Bidding Documents.
- 2) The Undersigned Bidder is aware of the restrictions on procurement from a "bidder from a country which shares a land border with India", as defined and specified under the General Financial Rules, 2017 read with the OM No. F.No.6/18/2019-PPD dated 23 July 2020 issued by the Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India ("Indian Public Procurement Laws") and the Press Note No. 3 (2020 Series) dated '17 April 2020 issued by the Department for Promotion of Industry and Internal Trade (FDI Policy Section), Ministry of Commerce and industry, Government of India or as amended from time to time.

I/ We hereby declare and certify that:

- a) The Undersigned Bidder is not incorporated or registered in a country which shares a land border with India and is eligible to be considered, in terms of the Indian Public Procurement Laws OR
The Undersigned Bidder is incorporated or registered in a country which shares a land border with India and is registered with the competent authority, as prescribed under the Indian Public Procurement Laws. A certified true copy of the registration certificate obtained by the Undersigned Bidder is submitted along with the Bid and
 - b) The Undersigned Bidder is permitted to submit the Bid and carry out all the functions of a successful Bidder in accordance with the applicable laws in India.
- 3) All copies of documents uploaded along with our Bid are genuine, authentic, complete, true and valid.
 - 4) If any information and document furnished/ uploaded by the Undersigned Bidder is found to be false or incorrect at any time, the Authority may reject the Bid of the Undersigned Bidder and action(s) as deemed fit may be taken against the Undersigned Bidder, including but not limited to the termination of the Contract Agreement (if the Project is awarded to the Undersigned Bidder), forfeiture of all dues including the Bid Security and banning and/or delisting of the Undersigned Bidder and all its members, partners or other constituents.
 - 5) All capitalised terms used herein, unless specifically defined herein, shall have the same meaning assigned to them in the Bidding Documents.

Signature of the Bidder
(In case of the Consortium, signature of all the Members)

Dated:

Seal of Notary

Name of Work: -----.

Tender No: -----

Tender Id: _____

I/We , _____ proprietor/partner/Legal Attorney/Directed/Accredited

Representative* of M/s _____, solemnly undertake that:

3. I/We am/are submitting Bid for the work ----- against Bid Notice no. _____ dated _____ and I/We offer to execute the work in accordance with all the terms, conditions and provisions of the bid.

4. I/We undertake that if I/We have relationship with each other, directly or through common third parties, that puts I/We in a position to have access to information about or influence on the bid of another Bidder;
or

I/We or any of our affiliate participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the Bid; shall be disqualified in the tender.

Signature of the Bidder

(Signature of all partners in case of Partnership firm/Joint Venture)

Dated _____

FORM OF AGREEMENT

Agreement No.

This agreement, made the _____ day of _____ (year) ...between _____
_____ (name and address of the Employer) (hereinafter called "the Employer" and
_____ (name and address of the Contractor)
(hereinafter called "the Contractor" of the other part)

Whereas the Employer is desirous that the Contractor execute

(name and identification number of Contract) (hereinafter called "the Works") and the Employer has
accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any
defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement, works and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this agreement.

2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of the defects wherein the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. The following documents shall be deemed to form and be read and construed as part of this Agreement , viz. :

(i) Letter of Acceptance;

(ii) Notice to proceed with the work;

(iii) Contractor's Bid

(iv) Conditions of Contract

(v) Specifications

(vi) Drawings

(vii) Bill of Quantities and

(viii) Scope of work and conditions of Contract

(ix) Integrity Pact (if applicable)

(x) Guidelines for Banning of Business.

(xi) Any other document listed in the bid document/ Contract as forming part of the contract

IN witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written

The Common Seal of _____

was hereunto affixed in the presence of : _____

Signed, Sealed and Delivered by the said _____

in the presence of : _____

Binding Signature of Employer _____

Binding Signature of the Contractor

Signature of Witness
(Name , address & Date)