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 will be held on 20.10.2023 at 11.30 A.M. in 4th Floor Conference Hall. **COAL ESTATE, CIVIL LINES, NAGPUR–440001** in Hybrid Mode (Physical as well as through Video Conference) with prospective bidders to discuss and finalized the NIT for following job:

Name of Work: Winning of coal from three workable Seams V,IV(M),IV(B) in development districts and Seam II depillaring section of Patansaongi UG mine of Nagpur Area by deployment of new suitable capacity SDL/intermediate technology / any other suitable technology with conveyor belt combination and installation of required facilities / systems in addition to existing coal conveying, material hauling, pumping, hydraulic sand stowing, electrical system and other machinery, facilities, systems, etc. and thereafter Operation and Maintenance of the same on hiring basis in accordance with the detailed provisions of the Bidding Documents including

- i) Scientific study for obtaining DGMS permission for deployment of suitable capacity SDLs/ intermediate technology / any other suitable technology with conveyor belt combination in Patansaongi UG mine of 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.

Web link:

Pre NIT: EXTRACTION OF COAL BY INTERMEDIATE TECHNOLOGY ON HIRING BASIS from Patansaoungi UG Mine, Nagpur Area

Hosted by Admin WCL HQ

https://westerncoalfields.webex.com/westerncoalfields/j.php?MTID=m4e33d5018b46cf6080e7f762b060857e Friday, October 20, 2023 11:30 AM | 3 hours | (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi

Meeting number: 2516 450 7632

Password: 9jKtYrStp26 Join by video system

Dial 25164507632@westerncoalfields.webex.com

You can also dial 210.4.202.4 and enter your meeting number.

TENDERED DOCUMENT is given below-

DRAFT BID DOCUMENT

FOR

EXTRACTION OF COAL BY INTERMEDIATE TECHNOLOGY

ON HIRING BASIS

ΑT

PATANSAONGI UG MINE

NAGPUR AREA, WCL



WESTERN COALFIELDS LIMITED

(A Subsidiary of Coal India Limited)

Coal Estate, Civil Lines, Nagpur - 440 001 (M.S.)

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

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

Ref. No. WCL/GM (CMC)/NI/NAGPUR AREA/ /2023-24/ Date:

NOTICE OF INVITING TENDER e-TENDER NOTICE No. /2023-24 Additional Terms and Conditions (BUYER ADDED ATC)

E-TENDER NOTICE No.

1.1 TENDER NOTICE

Digitally signed and encrypted e-Tenders are invited under **Two Part system** on-line on the GeM e-tendering portal https://gem.gov.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 **OR** as per the provisions of GeM Portal:

Particulars of Job	Quantity MT (Million Te.)	Time of Completion (in days)		Approximate Value (in Rs)
		Pre-APP	Coal Production	
Description of work:- Winning of coal from Seam V development district and Seam II depillaring section of Patansaongi UG mine of Nagpur Area by deployment of new suitable capacity SDL/ intermediate technology / any other suitable technology with conveyor belt combination and installation of required facilities / systems in addition to existing coal conveying, material hauling, pumping, hydraulic sand stowing, electrical system and other machinery, facilities, systems, etc. and thereafter Operation and Maintenance of the same on hiring basis in accordance with the detailed provisions of the Bidding Documents including i) Scientific study for obtaining DGMS permission for deployment of suitable capacity SDLs/ intermediate technology / any other suitable technology with conveyor belt combination in Patansaongi UG mine of	2.1 Million Tonnes Minimum guaranteed Production in 1st year - 0.1 MT 2nd year - 0.25MT 3rd year - 0.25 MT 4th year - 0.25 MT 5th year - 0.25 MT 6th year - 0.25 MT 7th year - 0.25 MT 7th year - 0.25 MT 9th year - 0.25 MT (1.05 MT from Development District & 1.05 MT from Depillaring Section)	(06 Months)	2745 Days (09 Years, considering 305 working days in a year)	Rs.240,94,66,164/-

ii)	Nagpur Area and strata monitoring as required by DGMS. To support the roof suitably in accordance with approved Strata Control and Monitoring Plan under Coal Mines Regulation 123 of CMR 2017.				
		Total Valu	e of the work	excluding GST	Rs. 240,94,66,164/-
	Add GST @ 18% on total value: Rs. 43,37,03,910/				
		Total valu	ue of the work	including GST	Rs. 284,31,70,074/-

Total Rupees: Two Hundred Eighty-Four Crore, Thirty-One Lakh, Seventy thousand and Seventy Four rupees Only)

Note: The Bid document will be available at https://gem.gov.in for downloading at free of cost.

Details of GST registration of WCL

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

- 1.1.1 **GTE (General Technical Evaluation) SHEET:** Bidder must upload the duly filled, signed GTE sheet in the format provided with this document while submitting the bid.
- 1.1.2 **Bid Confirmation Sheet:** Bidder must upload the duly filled & signed the sheet as provided with this document, while submitting the bid in **Bid Confirmation Sheet** (For Technical Evaluation) window of GeM portal.
- 2.0 <u>Time Schedule of Tender</u>: For Time Schedule of Tender, Please follow GeM Portal:
 - Bid Start Date/Time: Will be Defaulted To The Date/Time When Bid is Published
 - Bid Opening Date/Time: 30 Min after Bid End Date/Time
 - Seek Clarification/Representation: As per GeM Portal

Note: -

- i. 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 GeM portal. Under any circumstances WCL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.
- ii. The Company is not under any obligation to accept the lowest Bid/Bids and reserves the right to reject any or all the Bids without assigning any reason whatsoever, and also to distribute the work and allot the work/works to more than one Bidder or accept the tender in part and not in its entirely, as its sole discretion.

- iii. The company reserves the right to extend the date of submission and opening of bid or to cancel the bid without assigning any reason whatsoever. Any addendum/corrigendum/date extension etc. in respect of above tender will be published in GeM portal only.
- iv. 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.
- v. The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.
- vi. Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.
- vii. Execution of work by engagement of child labour is also prohibited.
- viii. The Bidders should submit bid for the whole work mentioned in the NIT.
- ix. The successful Bidder will be expected to complete the Work by the Intended Completion Date specified in the tender document.
- x. The Price-bids of the tenderers will have no condition. The Bill of Quantity (BOQ) for the tendered work, as available is to be downloaded by the bidder and after filling of the quoted rates is to be uploaded in PDF format during bid submission on-line. The Price-bids which are incomplete and not submitted as per instructions given above will be rejected.
- xi. Bidder must upload the duly filled, signed GTE sheet in the format provided with this document while submitting the bid.
- 3.0 <u>Deposit of EMD:</u> Rs.50,00,000/- (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).:

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 Banks or through NEFT/RTGS from any scheduled Bank.

Name of Beneficiary & its details	Name	Western Coalfields Limited	
	Area	WCL HQ	
	Bank Account No.	00000010205966091	
	Department	Contract Management Cell	
Beneficiary Bank	State Bank Of India		
& Address	COAL ESTATE BRANCH, NAGPUR(09060)		
IFSC Code	SBIN0009060		

Note:- After making online payment of EMD, bidder must submit the details of successful transaction (Transaction ID/ UTR No. etc) of such payment while submitting bid documents.

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 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.

- 3.1 Online EMD will be collected centrally at one account at CIL/WCL HQ viz. Pool Account.
- 3.2 Bidder will be allowed to submit his/her bid only after his/her EMD is received by CIL/WCL.
- 3.3 At appropriate stage of tender evaluation the EMD which is to be retained will be resettled to the respective Area Account.
- 3.4 Cash Book and other financial accounting will be done based on the system generated reports/ Reports from user department/ Bank statements.
- 3.5 In case the tender is cancelled then EMD of all the participating Bidders will be refunded unless it is forfeited by the department.
- 3.6 If the Bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender.
- 3.7 The EMD of successful Bidder (on Award of Contract) will be retained by CIL/Subsidiary and will be adjusted to Performance Security Deposit at the option of the Bidder.
- 3.8 The earnest money / bids security bank guarantee can be submitted by the **Joint Venture** or one or more partners of the Joint Venture.
- 3.9 The EMD of rejected Bidders will be refunded at any stage directly to the account from where it had been received to the account mentioned in Annexure I (Mandate Form For EFT/ Internet Banking Payment) submitted by Bidder. (except the cases where EMD is to be forfeited).
- 3.10 The earnest money / bids security bank guarantee can be submitted by the **Joint Venture** or one or more partners of the Joint Venture.
- 3.11 The EMD of rejected Bidders will be refunded at any stage directly to the account from where it had been received (except the cases where EMD is to be forfeited).

3.12 **Exemption of EMD:**

Micro and Small Enterprises (MSEs) registered with District Industries Centers (DIC) / Khadi and Village Industries Commission (KVIC) / Khadi and Village Industries Board (KVIB) / Coir Board / National Small Industries Corporation (NSIC) / Directorate of Handicrafts and Handloom / any other body specified by

Ministry of Micro Small and Medium Enterprises (MoMSME) are eligible for exemption of EMD, on submission of scan copy of valid document(attested by notary public) in support of their MSE status under the public procurement policy for Micro and small Enterprise (MSEs) order, 2012 of GOI.

In case of exemption of EMD the scanned copy of document 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.

4.0 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.

5.0 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.

6.0 Eligibility Criteria

6.1 Working Experience:

a) The Bidder must have at least one year of experience (includes completed/ ongoing) of similar nature of works in any underground mines during last 10 (ten) years ending last day of month previous to the one in which bid applications are invited.

Similar nature of works shall mean: Execution of works either in India or abroad with any underground (UG) technology [Continuous Miner (CM) / Longwall (LW) / Side Discharge Loader (SDL) / Load Haul Dumper (LHD) / Bolter Miner (BM) / Road Header (RH)]

OR

b) The Bidder must have experience (includes completed/ ongoing) for at least 200 m length of drivage of surface tunnels at surface (i.e. Transport Tunnel or Irrigation tunnels,etc.) or drivage of drifts / incline in any underground mine during last 10 (ten) years ending last day of month previous to the one in which bid applications are invited.

The required data / information are to be furnished by the bidder in Technical Parameter Sheet (TPS) / Online as per NIT.

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. The above qualification criteria shall be met collectively by JV/ Consortium members or JV/ Consortium itself.
- v. The qualifying criteria parameter e.g. experience of the individual members of the JV/ Consortium will be added together towards fulfillment of qualification criteria related to experience.
- vi. 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.

Data to be furnished by Bidder on-line:

- i. Name of the Bidder.
- ii. Whether the Bidder possess required work experience.
- iii. Percentage (%) share of each experience (100% in case of an Individual /proprietorship firm or the actual % of share in case of a Joint Venture/ Consortium / Partnership firm).
- iv. Executed Value of work against each experience.
- v. In case the bidder is a Joint Venture/ Consortium, the work experience of any one, two or three of the individual members of JV/ Consortium or the JV/ Consortium itself may be furnished as the work experience of the bidder.

If a Bidder participates as a Joint Venture (JV) / Consortium the benefits as per Public Procurement Policy for MSEs Order-2012 shall not be applicable for them.

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.

Work order, BOQ, TDS etc. may be sought during clarification or along with deficient documents, if felt necessary by the Tender Committee.

SAMPLE CHECKLIST OF WORK EXPERIENCE CERITIFICATE

THIS IS A SAMPLE CHECKLIST FOR WORK EXPERIENCE CERTIFICATE (FOR REFERENCE PURPOSE ONLY).

The Work Experience Certificate issued by Employer (Principal Employer as applicable) should contain the following important parameters in line with the information furnished by the bidder online:

- 1. Name of Work: (Should be as per the Similar Nature of Work and should be matching with the Name of work mentioned in Work Order or Agreement).
- 2. Work Experience Certificate Reference No.: (should contain Reference No. and issuing date.)
- 3. Work Order Ref Number: (Work Order Reference Number should be clearly mentioned).
- 4. Agreement Ref Number: (Agreement Reference Number should be clearly mentioned) (As applicable).
- 5. Name of Contractor: (In case of a JV, Share of each JV Partner).
- 6. Name & Address of Employer/Work Order Issuing authority of experience.
- 7. Start Date & End Date of Qualifying Experience: (Should be maximum consecutive 365 days and should be within the period [1 year (consecutive 365 days)] declared online for consideration of eligibility).
- 8. Executed Value of Work: (Should be for the period as declared online)
- 9. Scope of Work.

NOTE:

In case of JV, above documents of partner(s) shall be submitted and Work Experience shall be met collectively by all the partner/ members.

6.2 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.

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 posses at least 50% share in the required Working Capital in order to qualify in this tender.

b) All other members shall have to posses at least 25% share in the required Working Capital, in order to qualify in this tender.

Data to be furnished by Bidder on-line:

- 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
- VI. In case the bidder is a Joint Venture/ Consortium, the working capital of the individual members of the JV/ Consortium will be added together for each financial year and is to be furnished as the turnover of the bidder for that particular financial year.
 - If a Bidder participates as a Joint Venture (JV) / Consortium the benefits as per Public Procurement Policy for MSEs Order-2012 shall not be applicable for them.

Technical evaluation:

- i. The evaluator shall check that the date on which the bidder possesses the required working capital as well as the date of issue of certificate 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.

<u>Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):</u>

Certificate with UDIN 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.

SAMPLE CHECKLIST OF WORKING CAPITAL CERITIFICATE

THIS IS A SAMPLE CHECKLIST FOR WORKING CAPITAL CERTIFICATE. (FOR REFERENCE PURPOSE ONLY).

The Working Capital Certificate issued by CA should contain the following important parameters in line with the information furnished by the bidder online:

- 1. Name of Bidder:
- 2. Amount of Available Working Capital inclusive of lines of credit and availability of other financial resources:

3.

SI No.	Particulars	Value in Rs.
(1)	(2)	(3)
1	Current Asset (CA)	
2	Current Liability (CL)	
3	Working Capital (1-2)	
4	Access to lines of credit and availability of other financial resources	
5	Working Capital inclusive of Access to lines of credit and availability of other financial resources(3+4)	

Note: For eligibility amount should be as per clause no.6.2 above, at least 20% of the Annualized value or estimated value whichever is less.

- 3. Date on which bidder possess working capital: (Should be within 3 months prior to the date of opening of tender).
- 4. Name of Chartered Accountant (CA) with Membership No.:
- 5. Date of issue of Certificate: (Should be within 3 months prior to the date of opening of tender).
- Certificate should be issued by Practicing CA (having Membership No.) containing UDIN No.

NOTE:

- Access to line of Credit and availability of other financial resources shall imply the <u>Net</u> <u>availability of Funds*</u> towards Working Capital, as on the date on which bidder possesses working capital.
 - * The net availability of funds is the availability of unutilized fund.
- 2. In case of JV Bidder needs to submit the Working Capital Certificate of individual Partners and the requirement of Working Capital shall be met as per following proportion:
 - i. The lead member shall have to possess at least 50% share in the required Working Capital in order to qualify in this tender.
 - ii. All other members shall have to possess at least 25% share in the required Working Capital, in order to qualify in this tender.

In case of MSE bidder, the bidder shall submit the turnover along with investment in Plant & Machinery as per the last income tax return filled duly certified by Chartered Accountant.

6.3 **Equipment Requirement**

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

Confirmation in the form of YES / NO in GTE regarding acceptance to deploy matching equipment as per NIT either owned or hired.

Scanned copy of an undertaking on the letter head of the bidder in the prescribed format to deploy matching equipment as per NIT either Owned or hired.

The bidder is required to give an undertaking on the letter head of the bidder in the prescribed format "Annexure–B" to deploy machinery/equipments, systems, facilities, etc. of suitable capacity to meet the targeted production as per NIT, either owned or hired

Data to be furnished by Bidder on-line:

Confirmation in the form of YES/NO in GTE regarding acceptance for deployment of 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 undertaking on the letter head of the bidder in the prescribed format confirming acceptance to deploy matching equipments as per NIT either owned or hired.

6.4 **Permanent Account Number:**

The bidder should possess a Permanent Account Number (PAN) issued by Income Tax Department Govt. of India (In case of JV/CONSORTIUM, PAN card for each Indian partner of JV/CONSORTIUM and Verifiable Tax Residency Certificate of respective country for each foreign partner or JV/CONSORTIUM itself).

Data to be furnished by Bidder on-line:

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

Technical evaluation by the System:

The evaluator 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.

6.5 Goods and Services Tax (Not Applicable for Exempted Services)

The bidder should be either:

a) GST Registered Bidder under Regular Scheme.

OR

b) GST Registered Bidder under composition Scheme.

OR

c) GST unregistered Bidder during bid submission as per above.

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.
- ii) Status of the Bidder in the BOQ excel sheet being uploaded by the Bidder during bid submission as per above.

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 with UDIN 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/Consortium, Bidder should submit scanned copy of GST status of Lead Partner only.

Note:

- 1. In case the work/service is awarded to a Joint Venture/ Consortium participating in the tender, they have to submit PAN, GST registration (as applicable in the tender and for Bidder status) etc. in the name of the Joint Venture/Consortium 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.

If a Bidder participates as a Joint Venture (JV) the benefits as per Public Procurement Policy for MSEsOrder-2012 shall not be applicable for them.

6.6 **Legal Status of the Bidder:** The Bidder should be Individual/ Proprietorship firm/ Partnership firm/ Company registered under Companies Act/Joint Venture.

Supporting Documents to be uploaded online:

The following documents in respect of Legal Status of a JV/ Consortium Bidder shall be uploaded in Bidder's Space by the JV/CONSORTIUM Bidder:

- i. Scanned copy of JV/CONSORTIUM Agreement containing name of partners and lead partner, Power of Attorney to the lead partner and share of each partner.
- ii. Power of attorney of the respective partners from the Board of Directors of the concerned Company, or from the partners of the entity, or from the proprietor, authorizing the signatory of JV/CONSORTIUM agreement on behalf of them.
- iii. The document(s) (any of them as applicable) regarding legal status of all the individual partners of JV/CONSORTIUM as mentioned below:
 - a) Affidavit or any other document to prove Proprietorship/Individual status of the Bidder.

OR

b) Partnership deed containing name of partners.

OR

- c) Memorandum & Article of Association with certificate of incorporation containing name of Bidder.
- 6.7 Affidavit or any other document to prove Proprietorship/Individual status of the Bidder. Partnership deed containing name of partners. Memorandum & Article of Association with certificate of incorporation containing name of Bidder. Joint Venture agreement as per the format given in the bid document. The document(s) regarding legal status of all the individual members of JV as mentioned in SI. No.1 or 2 or 3 above, as applicable and Authorization to all the signatories of JV agreement by the respective members of JV either in the form of Power of Attorney or any sort of legally acceptable document as applicable Authorization:

The Bidders have to get themselves registered online on the GeM portal. The registration should be in the name of Bidder, whereas bid may be submitted may be either Bidder himself or his duly authorized person.

The bidder must upload the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the Bidder.

- 6.8 Written Consent regarding Arbitration: It shall be taken as an undertaking by the Bidder during submission of bid in case the Bidder is a Partnership Firm/Joint Venture. For this a general form of undertaking has been specified in e-Procurement guideline of Works and Services containing this Clause. For other category of Bidders acceptance of terms and condition through User Portal Agreement / LOB complies this requirement.
- 6.9 **Letter of Bid (LoB)**: The Letter of Bid addressed to the Tender Inviting Authority (TIA) will be given in Tender document containing name of the work, NIT No., Tender ID. This will be the covering letter of the Bidder for his submitted bid. The Bidders have to accept unconditionally the Letter of Bid in GTE (General Technical Evaluation) at the time of bid submission. This enline acceptance during bidding through GTE shall be construed as submission of LoB by bidder.

- 6.10 Restrictions on Public Procurement from certain countries: The Undertaking of the Bidder regarding compliance to order No.F.No. F.7/10/2021- PPD dt 23/02/2023 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries will be given in the tender document. The Bidders have to accept unconditionally this condition in GTE (General Technical Evaluation) at the time of bid submission. This online acceptance during bidding through GTE shall be construed as acceptance of the Bidder for fulfilment of the requirements towards eligibility under this provision
- 6.11 **Undertaking:** An undertaking is to be given on Bidder's letter head online as per the format given in the bid document.
- 6.12 The MSEs are required to submit copy of documentary evidence, issued by their registering authority whether they are small enterprise or micro enterprise as per provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 with latest guidelines/clarifications provided by MoMSME.
- 6.13 Documents as required to comply with the Order No. P-45021/2/2017-PP (BE-II) for preference to Make in India (as applicable) issued by Govt. of India as amended from time to time shall be submitted.

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

FOR SERVICES TENDERS:

SI No	Eligibility Criteria	Information to be furnished by the bidder on-line/TPS.	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 6.1 of the e-tender notice)	 i. Name of the Bidder. ii. Whether the Bidder possess required work experience. iii. Percentage (%) share of each experience (100% in case of an Individual /proprietorship firm or the actual % of share in case of a Joint Venture/ Consortium / Partnership firm). iv. Executed Value of work against each experience. v. In case the bidder is a Joint Venture/ 	completed / ongoing works)

SI No	Eligibility Criteria	Information to be furnished by the bidder on-line/TPS.	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.
		Consortium, the work experience of any one, two or three of the individual members of JV/Consortium or the JV/Consortium itself may be furnished as the work experience of the bidder. If a Bidder participates as a Joint Venture (JV)/Consortium the benefits as per Public Procurement Policy for MSEs Order-2012 shall not be applicable for them.	containing all the information as sought on-line. Work order, BOQ, TDS etc. may be sought during clarification or along with deficient documents, if felt necessary by the Tender Committee. In case of JV above documents of partner(s).
2	THE AVAILABILITY OF WORKING CAPITAL (as per Clause 6.2 of NIT): 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.	 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. Date of Issue of W.C. Certificate by CA. iv. Name of the Chartered Accountant (CA). v. Membership Number of CA who certifies the bidder's working capital. If a Bidder participates as a Joint Venture (JV) / Consortium the benefits as per Public Procurement Policy for MSEs Order-2012 shall not be applicable for them. 	i. 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 with UDIN. ii. In case of MSE bidder, the bidder shall submit the turnover along with investment in Plant & Machinery as per the last income tax return filled duly certified by Chartered Accountant.

e-tender-

SI No	Eligibility Criteria	Information to be furnished by the bidder on-line/TPS.	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.
3	Legal Status of the bidder	Confirmation in the form of YES/NO for possessing the supporting documents.	Any one of the following document: 1. Affidavit or any other document to prove proprietorship/Individual status of the bidder. 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 members and lead member, share of each member.
			5. Power of Attorney of the respective partners from the Board of Directors of the concerned company, or from the partners of the entity, or from the proprietor, authorizing the signatory of JV/Consortium agreement on behalf of them.
			To be uploaded by Bidder
4	Valid Permanent Account Number(PAN)	Confirmation in the form of Yes/NO for possessing the	PAN card issued by Income Tax department, Govt. of India
		supporting documents	(In case of JV/Consortium,, PAN card for each Indian member/ partner of JV / Consortium and verifiable Tax Residency Certificate of respective country for each foreign member/partner or JV / Consortium itself) If a Bidder participates as a Joint Venture (JV) / Consortium the benefits as per Public Procurement Policy for MSEs Order-2012 shall not be applicable for them. To be uploaded by Bidder

SI No	Eligibility Criteria	Information to be furnished by the bidder on-line/TPS.	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.
5	Valid Digital Signature Certificate OR as per the provisions of GeM Portal.	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. OR
			As per the provisions of GeM Portal.
6	Goods and Services Tax (Not Applicable for Exempted Services) The bidder should be either a. GST registered Bidder under Regular Scheme. OR b. GST registered Bidder under Composition Scheme. OR c. GST unregistered bidder.	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 excel sheet being uploaded by the bidder during bid submission.	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 with UDIN 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/Consortium, Bidder should submit scanned copy of GST status of Lead Partner only.

SI No	Eligibility Criteria	Information to be furnished by the bidder on-line/TPS.	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.
			Note: 1. In case the work/service is awarded to a Joint Venture/Consortium participating in the tender, they have to submit PAN, GST registration (as applicable in the tender and for Bidder status) etc. in the name of the Joint Venture/Consortium at the time of execution of Agreement.
			2.If turnover of bidder exceeds exemption limit / threshold limit, the bidder must have GST registration as per GST Act and rules.
			If a Bidder participates as a Joint Venture (JV) / Consortium the benefits as per Public Procurement Policy for MSEsOrder-2012 shall not be applicable for them.
7	Contractor's Bid and Acceptance of Bid Conditions.	Confirmation in form of Yes/No	To be uploaded by Bidder Not to be Uploaded by bidder online as it is a Part of Tender Document
8.	ANNEXURES		
8.a	EQUIPMENT: The bidder is required to give an undertaking on letter head of bidder in the prescribed format to deploy matching equipment as per NIT, either owned or hired	Confirmation in the form of Yes/No.	An acceptance to deploy machinery/equipments, systems, facilities, etc. of suitable capacity to meet the targeted production as per NIT either owned or hired on letter head of bidder (Annexure B)
8.b	authenticity of the scan		ormation furnished by him on-line and loaded by him on-line in support of his

SI No	Eligibility Criteria	Information to be furnished by the bidder on-line/TPS.	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.	
8.c	Integrity Pact	Confirmation in form of Yes/No	Annexure-D (Not to be Uploaded by bidder online as it is a Part of Tender Document)	
8.d	Settlement of dispute through Arbitration clause 13A of condition of contract. (Annexure M) as per NIT.	Confirmation in form of Yes/No	Annexure – M, In case the Bidder is a Partnership Firm/ Joint Venture/ Consortium. For other category of Bidders acceptance of terms and condition through User Portal Agreement / LOB/GTE complies this requirement.	
8.e	Anti Profiteering of GST (Annexure -N) as per NIT.	Confirmation in form of Yo	· · · · · · · · · · · · · · · · · · ·	
8.f	Proforma for declaration towards code of integrity for public procurement to be accepted unconditionally by bidder's. (Annexure -P)	Confirmation in form of You	es/No	
	Note: Only one file in padditional/ other relevant	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 ile to be uploaded against respective eligibility criteria.		

8.0 Submission of bid

All the bids are to be submitted online and on the websitehttps://gem.gov.in.No bid shall be accepted offline.

- **a.** The bidder should strictly comply with following instructions:
 - i. 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
 - ii. Two parts of the bid should contain the details as follows:

Part-I/Cover-I and OID:

Letter of BID

Bid Security/Details of Earnest Money

Information on Eligibility/Qualifying criteria as detailed at **Clause No.6.0** including necessary scanned documents as elaborated there.

Part II/cover-II:

Price only in the Excel format as indicated in the Bid document and will quote a percentage in excess or less from the estimated value (i.e. above, equal or below the estimate).

b. In order to submit the Bid, the bidders have to get themselves registered online on the GeM portal.

[Note: In case of JV/Consortium if they are not themselves registered on GeM Portal then following shall be applicable:-

All the partners of a JV/Consortium may together authorize the Lead Partner to submit the bid on behalf of the JV/Consortium, along with an undertaking that in case of a successful bid, the work shall be executed by the JV/Consortium as per contract terms of the bid document.]

Note: This authorization must be a part of the JV/consortium agreement if the Bid is submitted by the lead partner on behalf of the JV/Consortium.

- 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 (GeM) in order to become an eligible bidder. This will be a part of the agreement.
- d. The Bidders will have to accept unconditionally in GTE (General Technical Evaluation) sheet the Undertaking regarding Genuineness of the information furnished by him on-line & authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility criteria, declaration w.r.t Make in India order and compliance w.r.t procurement from Bidder of a country which shares a land border with India etc. and Letter of Bid. All such undertakings requiring unconditional acceptance and where no input from Bidder is required in the undertaking shall be included in the GTE Template and shall be accepted by the Bidder during Bid submission.

In the undertaking given by Bidder online through acceptance in GTE, there will be provision for penal action, if any information/declaration furnished online by the Bidder against eligibility criteria is found to be wrong at any stage which changes the eligibility status of the Bidder.

- e. Letter of Bid: It is a part of Tender Document.
- f. Confirmatory Documents: All the confirmatory documents as enlisted in the NITn support of online information furnished by the bidder are to be uploaded in Cover-I & OID by the by the bidder while submitting the bid online.
- g. Price Bid (Part-II/ Cover II):

The Price bid containing the Bill of Quantity will be in .xls format (password protected) and will be uploaded during tender creation. This will be downloaded by the bidder and he will quote a percentage in excess or less from the overall estimated value (i.e. above, equal or below the estimate) 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 **percentage rate** BOQ format and the L-1 will be decided on overall quoted value. 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.

NOTE:

- 1.To quote amount equal to estimate amount please refer the note given in BOQ.
- 2. Enter percentage value upto two decimal places only.

The **percentage 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/O&M Contractor(if GST payable by bidder/O&M 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/O&M Contractor.

However, in case O&M Contractor is GST unregistered bidder/dealer or GST registered under composition scheme in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on bill/invoice. In case of unregistered dealer/bidder, GST, if applicable will be deposited by CIL/Subsidiary directly to concerned authorities in terms with GST provisions.

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/O&M Contractor 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/O&M Contractor along with interest, if any.

Note: During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the O&M Contractor will be made as per the GST status declared by the bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.

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

Bidder has to give Confirmation in form of Yes/No in GTE (General Technical Evaluation) 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% for total value of work will be added to L-1 price (as applicable).

The <u>percentage rate</u> quoted shall be exclusive of Goods and service tax.

- 9.0 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 etender 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.
- **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.
- **11.0** Opening of Technical Bid: As per the provision of GeM portal.

12.0 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/ declaration furnished by the Bidder online and does not change the eligibility status of the Bidder then the Bidder will be considered eligible for award of contract.
- **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 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 only.
- **G.** The verification of Document from source shall be done only in case of complaints received or on suspicion. This should be done either through speed post or through electronic communication. No anonymous/pseudonymous complaints shall be entertained.
- **H.** 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.
- I. 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.
- J. 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).
- K. (A) Public Procurement Policy for Micro and Small Enterprises (MSEs) shall be applicable for Service Tenders in accordance to the notification of Govt. of India and including its amendment(s) as notified by Gol from time to time.
- i) Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, 25% of the work will be awarded to MSE as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) for the tendered work/item, where the tendered work can be split, MSE quoting a price within a price band of L1 + 15% shall be awarded at least 25% of total tendered work provided they match L1 price, in a situation where L-1 price is from someone other than a Micro and Small Enterprise. In case the tendered work cannot be split, MSE shall be awarded full work provided their quoted price is within a price band of L1 + 15% and they match the L1 price.
- ii) In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the work may be shared proportionately if the job can be split. If the job cannot be split, then the opportunity to match the L-1 rate of the tender shall be given first to MSE who has quoted lowest rate among the MSEs and the total job shall be awarded to them after matching the L-1 price of the tender. If the MSE who have quoted lowest rate among the MSEs in the price band of L1 + 15% do not agree to match the rate of L1 of the tender, then the MSE with next higher quoted rate in the price band of L1 + 15% shall be given chance to match the rate of L1 for award of the complete job. This process to be repeated in till work is awarded to MSE or MSE bidders are exhausted.
- iii) Out of the 25% target of annual procurement from micro and small enterprises 3(three) percent shall be earmarked for procurement from micro and small enterprises owned by women. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, 3(three) percent sub-target so earmarked shall be met from other MSEs.
- iv) Out of the 25% target of annual procurement from micro and small enterprises 4(four) percent shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste & Scheduled Tribe entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, four percent sub-target so earmarked shall be met from other MSEs.
 - v) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority must be submitted by the bidder in addition to certificate

of registration with anyone of the agencies mentioned in paragraph (I) above. The bidder shall be responsible to furnish necessary documentary evidence for enabling CIL to ascertain that the MSE is owned by SC/ST. MSE owned by SC/ST is defined as:

- In case of proprietary MSE, proprietor(s) shall be SC /ST
- In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the enterprise.
- In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
- vi) Classification of Micro and Small Enterprise are as under:

As per provision of Public Procurement Policy for Micro and Small Enterprise (MSEs) order, 2012 with latest guidelines/clarifications provided by MoMSME, Government of India.

- vii) The MSEs should be registered with District Industries Centers (DICs)/ Khadi & Village Industries Commission (KVIC)/ Khadi & Village Industries Board (KVIB)/ Coir Board/ NSIC/ Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) are eligible for availing benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012
- viii) The MSEs are required to submit copy of documentary evidence, issued by their registering authority whether they are small enterprise or micro enterprise as per provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 with latest guidelines/clarifications provided by MoMSME.
- ix) Allocation of works to MSE bidders shall be done in compliance with Guidelines issued by Govt. of India including its amendments from time to time.

(B) Preference to Make in India

Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall be applicable. In terms of the above said policy, purchase preference shall be given to Class-I local supplier. In terms with the above said policy, Class-I local suppliers and Class-II local suppliers shall be eligible to bid.

The definitions of Class-I Local Supplier, Class-II local supplier, Non-Local supplier, Local Content and Margin of Purchase Preference as per above mentioned Order are as follows: -

- A. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under said order.
- B. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%, as defined under said order.
- C. 'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20% as defined under said order.
- D. 'Local Content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus

- the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- E. 'Margin of Purchase Preference' means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference is 20%.

Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall be applicable. (NOT APPLICABLE WHERE ESTIMATED COST PUT TO TENDER IS LESS THAN 5 LAKHS.)

In terms with the above said policy, Class-I local suppliers and Class-II local suppliers shall be eligible to bid. Non-local supplier is not eligible to bid. The purchase preference shall be given to Class-I local supplier only.

In terms of the above said policy, purchase preference shall be given to Class-I local suppliers in the following manner:

- In the procurement of works which are divisible in nature, the following procedure shall be followed:
 - i. Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract for full quantity will be awarded to L-1 at L-1 price by the Purchaser.
 - ii. If L-1 is not a Class-I local supplier, 50% of the order quantity shall be awarded to L-1. Thereafter, the lowest bidder among the Class-I local suppliers will be invited to match the L-1 price for the remaining 50% quantity subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such local supplier subject to his matching the L-1 price. In case such lowest eligible Class-I supplier fails to match the L-1 price or accept less than the offer quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L-1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on L-1 bidder.
- II In the procurement of works which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:
 - i. Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract will be awarded to L-1.
 - ii. If L-1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L-1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L-1 price.

- iii. In case such lowest eligible Class-I local supplier fails to match the L-1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L-1 price, then the contract may be awarded to the L-1 bidder.
 - Note: The confirmation from the bidder regarding matching of L1 price may be taken in confirmatory document link of e-Procurement portal by recycling 'Any other document' link.
- III Applicability in tenders where contract is to be awarded to multiple bidders In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
 - b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of the Order.
 - c) If 'Class I Local suppliers' qualify for award of contract for at least 50 (fifty) percent of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50 (fifty) percent of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers' 'Non local suppliers' provided that their quoted rate falls within margin of purchase preference of the L1 bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50 (fifty) percent of the tendered quantity.
 - d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within margin of purchase preference, and so on.
 - e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.
- IV Requirement for specification in advance: The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be

specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

V Verification of local content:

- a) If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items. They shall also give details of the location(s) at which the local value addition is made, if applicable.
- b) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate with UDIN from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c) Decisions on complaints relating to implementation of this Order, 2020 (amended from time to time) shall be taken by TAA limited to the CMD of CIL/Subsidiaries to the procuring entity.
- d) CIL/Subsidiary may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- e) False declarations will attract debarring of the bidder or its successors for a period up to two years as per Guidelines on debarment of firms from bidding along with such other action as may be permissible under law.
- f) A supplier who has been debarred by any procuring entity for violation of the Order shall not be eligible for preference under the Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed below.
- g) The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - The fact The fact and duration of debarment for violation of the Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - 2) on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - 3) in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

VI. Reciprocity Clause

- 1) When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GEM for appropriate reciprocal action.
- 2) Entities of countries which have been identified by the nodal ministry/departments not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India (including CIL and its Subsidiaries) for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
- 3) The stipulation in (2) above shall be part of all tenders invited by the Central Government procuring entities stated in (1) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
- 4) The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
 - a) Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of CMD of CIL/Subsidiary.
 - b) CIL/Subsidiary whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, for the next 5 years on their respective website (Note: To be monitored by Project Monitoring Division).
- (C) Procurement from Startups shall be applicable for Works/Service Tenders in accordance to the notification of Govt. of India and including its amendment(s) as notified by Gol from time to time.
 - i) Prior experience and prior turnover shall be relaxed for Startups Bidders as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) for the category of Work/Services in which they are registered, subject to meeting of quality and technical specifications
 - ii) This shall be applicable in Works/Service tenders having innovation, development or improvement of products or processes of services. Such Works/Services need to be examined at Subsidiary level on case to case basis to decide for keeping the provision for Startups. The routine/preengineered works/Services shall be excluded from the Startups Clause.

- iii) To waive off the requirement of experience and turnover criteria for Startups, the details of work Experience and Financial Turnover during bidding on the portal, a pre-defined input shall be prescribed in the NIT to be filled up by startups so that they comply the portal logic. A confirmatory document for being a Startups shall be prescribed in the NIT which shall be a certificate for being a Startups issued by DPIIT in the category of work and/or Service for which they are registered. This provision shall continue till e-Procurement portal is customized to take care of Bidder wise evaluation.
- iv) The existing working capital eligibility criteria shall be kept enabled for all the participating Bidders including Startups.
- 12.1 The Tender Committee will recommend for award of work to the successful Bidder after evaluating their technical eligibility by evaluation of the scanned documents uploaded by 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. The approval for award of work to L-1 Bidder will be accorded by the Competent Authority as per Delegation of Power based on the TC recommendation.
- 12.2 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 LOA/Work Order will be uploaded on the GeM portal and simultaneously the original copy may also be sent to the Bidder through registered/speed post.
- 12.3 (A) Logical End of online created Tender: Any tender hosted on the e-Procurement site must be logically concluded i.e. either Award of work is issued at AOC page on GeM portal in online mode or the tender is cancelled/ retendered online through corrigendum.
- 12.4 (B) If L-1 Bidder backs out (i.e. Techno commercially established L-1 Bidder), the EMD will be forfeited and the Bidder will be debarred for minimum one (1) year from participating in tenders in CIL/Subsidiary.
- **13.0 Bid Validity:** The Bid Validity Period will be 120 (one hundred twenty) 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.
- **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 OR as per provisions of GeM.
 - Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded. However, 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 debarred for minimum 1 (one) year from participating in tenders in CIL/Subsidiary. 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 debarred for minimum 1 (one) year from participating in tenders in CIL/Subsidiary. 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. Penal action against clause (1) & (2) above will be enforced from the date of issue of such order.

Note:

- a) In case the Accepting Authority of the work is Board or Empowered Committee or FDs or CMD of CIL/Subsidiary Company, then the Competent Authority for forfeiture of EMD and debarment shall be CMD of CIL/Subsidiary Company.
- b) In case the Accepting Authority of the work is up to the level of Director of CIL/Subsidiary Company, then the Competent Authority for forfeiture of EMD and debarment shall be Director of CIL/Subsidiary Company.
 - i. In case of above penal actions, a letter will be issued to the Bidder. Guideline for Debarment of firms from Bidding shall be followed for taking above penal action.
 - ii. Penal action against clauses above will be enforced from the date of issue of such order.
 - iii. The standard operating procedure to handle withdrawal of bid after end date of submission shall be as per Guidelines for e-Procurement of Works and Services.
- **15.0** 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.
- **16.0** This Tender Notice shall be deemed to be part of the Contract Agreement.
- 17.0 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.
- Any addendum / corrigendum / date extension etc. in respect of this tender shall be issued on our website https://gem.gov.in only. No separate notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.
- **19.0 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.
- 20.0 Pre-Contract Integrity Pact (Rs.2.00 Crores and above):

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 Anil Kaushal	A-1/245, GF, Janakpuri, New	kaushal.anil17@gmail.com
	Delhi - 110058	
2.Shri Sudhir Kumar	8022, ATS – One Hamlet, Sector	sukuag@hotmail.com
	 – 104, PO Maharshi Nagar, 	-
	Noida - 201304	

Contact person:

- 20.1.1.1 Shri Ranjeet Kumar, Chief Manager (Min)/New Initiatives-8275970329
- 20.1.1.2 Shri Navneet Khare, Sr Manager (Min)/CMC Dept-9767170118

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 Anil Kaushal (IEM), A-1/245, GF, Janakpuri, New Delhi 110058.
- 6. Shri Sudhir Kumar (IEM), 8022, ATS One Hamlet, Sector 104, PO Maharshi Nagar, Noida 201304.
- 7. Nagpur Chamber of Commerce Limited, 73, Central Avenue, Nagpur, Maharashtra-440018
- 8. G.M. (Vigilance), WCL Nagpur.
- 9. General Manager (P&P), WCL, Nagpur
- 10. All GM (CMC), SECL, Bilaspur/CCL, Ranchi/BCCL, Dhanbad/ECL, Sanctoria/NCL, Singrauli/CMPDIL, Ranchi/MCL, Sambalpur.
- 11. General Manager (Production), WCL HQ. Nagpur.
- 12. General Manager (Finance)/In-charge-I, WCL, Nagpur.
- 13. AGMs, WCL, <u>Nagpur</u>/Pench/ Kanhan/ Wani/ Chandrapur/ Ballarpur/ Majri/PKD/ *WNA*/ Umrer Areas- With two copies each for displaying on Notice Board.
- 14. General Manager (System), WCL, Nagpur- for uploading on WCL Website

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INSTRUCTION TO BIDDERS

1. SCOPE OF BIDDER

- 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 NIT.
- 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. ELIGIBLE BIDDERS

- 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. In a tender, a Bidder shall participate in one bid only.
- 2.2 Joint Venture (JV)/Consortium: Two or three companies/ contractor(s) may jointly undertake contract/contracts. Each entity will be jointly and severally responsible for completing the task as per the contract.

Joint Venture/ Consortium details:

Name of all members of a Joint Venture (not more than 3):

- **1.** Lead partner (minimum participation share 50%)
- **2.** Partner (minimum participation share 20%)
- **3.** Partner (minimum participation share -20%)

Joint Venture/Consortium must comply the following requirements:

- i. The JV/Consortium must enroll in the e-Procurement portal with the name of the firm as appearing in the JV/Consortium agreement, whereas they may enroll in the name of the Lead Partner in case of Bid submission through GeM. However, the JV/Consortium has to register its name in GeM portal by obtaining all requisite Legal Documents (PAN, GST etc) in the name of JV/Consortium before execution of the Agreement.
- ii. The qualifying criteria parameter e.g. experience, <u>financial resources</u> (of the <u>relevant period</u>) and the equipment/fleet strength of the individual member 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 in Additional Terms and Conditions (**Buyer Added ATC**).
 - However, the required Working Capital shall be met by individual members of JV/Consortium as spelt out in the qualifying/eligibility criteria as specified in clause No. 1.6.1 Additional Terms and Conditions (**Buyer Added ATC**).
- iii. The formation of JV/Consortium or change in the JV character/Consortium character/ members after submission of the bid and any change in the bidding regarding JV/ Consortium will not be permitted.
- iv. The bid, and in case of a successful bid the agreement, shall be signed so as to legally bind all members jointly and severally and any bid shall be submitted with a copy of the JV/Consortium Agreement providing the ioint

and several liabilities with respect to the contract.

- v. The pre-qualification of a JV does not necessarily pre-qualify any of its members individually or as a member in any other JV. In case of dissolution of a JV, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
- vi. The bid submission must include documentary evidence to the relationship between JV members 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 JV. 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.
- vii. One of the members shall be nominated as 'In-charge' 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 members.

All the partners of a JV/Consortium may together authorize the Lead Partner to submit the bid on behalf of the JV/Consortium, along with an undertaking that in case of a successful bid, the work shall be executed by the JV/Consortium as per contract terms of the bid document.

Note: This authorization must be a part of the JV/consortium agreement if the Bid is submitted by the lead partner on behalf of the JV/Consortium.

- viii. The JV must provide that the Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the JV and the entire execution of the contract shall be done with active participation of the Lead Member.
- ix. The contract agreement should be signed by each JV/Consortium members. Subsequent declarations/letters/documents shall be signed by lead member authorized to sign on behalf of the JV/Consortium or authorized signatory on behalf of JV/Consortium.
- x. The bid should be signed/digitally signed by the DSC holder submitting the Bid.
- xi. An entity can be a member in only one JV/Consortium. Bid submitted by JVs/Consortium/Lead Partner, consisting of the common entities as member will be rejected.
- xii. The JV/Consortium agreement may specify the share of each individual member 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 member for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.

- xiii. The earnest money / bids security bank guarantee can be submitted by the Joint Venture/Consortium or one or more members of the Joint Venture/Consortium.
- xiv. The JV/Consortium agreement must specifically state that it is valid for the project for which bidding is done. If JV/Consortium breaks up midway before award of work and during bid validity period bid will be rejected.
 - If JV/Consortium 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/Consortium shall be debarred from participating in future bids for a minimum period of 12 months.
- xv. JV/Consortium agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.
 - Note: If the work is awarded to a JV/Consortium firm, they will register the JV/Consortium agreement under Registration Act in accordance with law.
- xvi. JV/Consortium shall open a bank account in the name of JV/Consortium and all payments due to the JV/Consortium shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN, <u>GST registration etc</u>. shall be submitted by JV/Consortium before making any payment.
- xvii. If a Bidder participates as Joint Venture (JV), the benefits as per Public Procurement Policy for MSEs Order-2012 shall not be applicable for them.
- 2.3 The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.
- 2.4 Procurement from Micro and Small Enterprises (MSEs) shall be applicable for Service Tenders in accordance to the notification of Govt. of India (GoI) and including its amendment(s) as notified by GoI from time to time.
- 2.5 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.
- 3. **ELIGIBILITY CRITERIA** OF THE BIDDER
- 3.1 All bidders shall fulfil the eligibility / qualifying criteria as detailed at Clause 6 & 7 of e-tender Notice. Such details shall be submitted as deliberated at e-tender Notice.
- 3.2 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements
- 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.

4. ONE BID PER BIDDER

Each Bidder shall submit only one Bid, either individually, or as a proprietor, or as a partner in a partnership firm or a as member in a Joint Venture or as a company registered under Companies Act. 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.

5. COST OF BIDDING

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.

6. SITE VISIT

- 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.
- 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.
- 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.

7. CONTENT OF BIDDING DOCUMENTS

The set of bidding documents comprises the documents listed below as issued online by the Employer and addenda issued in accordance with Clause 9:

- a) Notice Inviting Tender.
- b) Instructions to Bidders.
- c) Conditions of Contract.
- d) Scope of work/Bill of Quantities.
- e) Forms of Securities and form of Article of Agreement.
- f) Pre-contract Integrity Pact (if applicable)
- g) User portal Agreement
- h) Proforma for e-Mandate
- i) Guidelines On Debarment Of Firms From Bidding
- i) Other documents, if required.

8. CLARIFICATION OF BIDDING DOCUMENTS

- 8.1 Pre-bid meeting, if required, after publication of Tender may take place but, in any case, at least 1 (one) day before the start date of Bid submission.
- 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. The clarifications may be asked from the day of e-Publication of NIT. The period for seeking clarification by Bidder will be up to 7 (seven) days before the end date of bid submission. The replies to clarifications sought by Bidders should be given by the Department at least 2 (two) days before the end date of bid submission.

In exceptional cases where a large number of queries from Bidders are expected, the period for seeking clarification may be kept maximum upto 15 (fifteen) days before the end date of bid submission, but the minimum period given to the Bidders for seeking clarification should not be less than 10 (ten) days in such cases.

The Tender Inviting Authority will be responsible for replying/responding to the

clarifications online within the prescribed time frame. However, if the Tender Inviting Authority feels that the query is of such a nature that advice of Tender Committee or any other authority is required to give clarification, he may do so to reply the queries within the prescribed time limit.

CORRIGENDUM TO NIT

Corrigendum shall be issued only in exceptional cases as per the extant procedure and e-procurement guideline prevailing in the Company.

10. LANGUAGE OF BID

All documents relating to the Bid shall be in the English language.

11. BID PRICES

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.

Bidder shall quote the price ensuring minimum guaranteed production for 09 (nine) years as mentioned in NIT.

The bidders shall quote the **Base Hiring Price** in Indian Rupees per metric tonne of coal produced.

The price quoted shall be inclusive of all the activities under the scope of contractor. The Bidder shall fill-in rates and prices for all items of the Works described in the Bill of Quantities. 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.

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/subheads on this excel file as detailed at **clause 1.8(g)** e-tender notice.

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 percentage 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 or GST registered under composition scheme in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on bill/invoice. In case of unregistered dealer/bidder, GST, if applicable will be deposited by CIL/Subsidiary directly to concerned authorities in terms with GST provisions.

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: During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the Contractor will be made as per the GST status declared by the bidder during tender stage based on which cost to Company has been ascertained or at actuals, whichever is lower.

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

- 11.3 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.
- 11.4 If a firm quotes NIL charges/ consideration, the bid shall be treated as unresponsive and will not be considered.

12. CURRENCIES OF BID AND PAYMENT

The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees. The percentage of Hiring Charge ("Base Hiring Charge") per metric tonne of coal produced & delivered to Employer (WCL) shall be quoted by the Bidder. Payment under contractual obligation shall be made to the successful bidder only for coal produced & delivered to Employer (WCL).

13. BID VALIDITY

13.1 Bid shall remain valid for a period not less than 120 (One hundred and twenty)

days after the deadline for bid submission specified in **Clause 15**. A bid valid for a shorter period shall be rejected by the Employer.

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 14** in all respects.

14. BID SECURITY/EARNEST MONEY DEPOSIT

- 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.** 2 of e-tender notice.
- 14.2 Any Bid not accompanied by an acceptable Bid Security/EMD shall be rejected by the employer as non-responsive.
- 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.
- 14.4 The Bid Security/EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/Security Deposit. The Bid Security / EMD of successful bidder shall be retained and adjusted with performance security / security deposit at bidder's option.
- 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 bids for a minimum period of 12 (twelve) months.

- 14.6 The Bid Security/ EMD deposited with the Employer will not carry any interest.
- 14.7 No claim from the Bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.
- 14.8 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 conventional system of e-payment. For this purpose, Bidder should submit e-Mandate form as per Clause No.1.7 during bid submission.
- 14.9 In case the tender is cancelled then EMD of all the participating Bidders will be refunded unless it is forfeited by the Department.If the Bidder withdraws the bid online (i.e. before the end date of submission of

tender) then the EMD will be refunded after the opening of tender.

15. DEADLINE FOR SUBMISSION OF BIDS

- 15.1 Bids shall be submitted on line on the web site https://gem.gov.in/ within the date and time specified in the e-tender notice.
- 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.
- 15.3 Extension of Bid may also be done in accordance to Guidelines for e-procurement for Works and Services of CIL.

16. SIGNING AND SUBMISSION OF BID

In order to submit the Bid, the bidders have to get themselves registered on GeM. The registration should be in the name of bidder.

- 16.1 The Contractors bid shall be duly signed and uploaded by the bidder himself or his duly authorized person.
- 16.2 The Bidder will submit their bid online. No off-line bid shall be accepted.
- The Bidders will have to accept unconditionally the User Portal Agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions, Integrity Pact and other conditions, if any, along with online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible Bidder. No conditional bid shall be allowed/ accepted. This User Portal Agreement of Guidelines for e-Procurement of Works and Services will be a part of NIT/Contract Document.
- The Bidders will have to accept unconditionally in GTE (General Technical Evaluation) the Undertaking regarding Genuineness of the information furnished by him on-line & authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility criteria, declaration w.r.t Make in India order and compliance w.r.t procurement from Bidder of a country which shares a land border with India etc. and Letter of Bid. All such undertakings requiring unconditional acceptance and where no input from Bidder is required in the undertaking shall be included in the GTE Template and shall be accepted by the Bidder during Bid submission.

In the undertaking given by Bidder online through acceptance in GTE, there will be provision for penal action, if any information/declaration furnished online by the Bidder against eligibility criteria is found to be wrong at any stage which changes the eligibility status of the Bidder.

16.5 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. In case of payment through NEFT/RTGS the Bidder will have to make payment as per the Challans generated by system on e-Procurement portal and will have to furnish online the UTR Numbers before submission of bid. Bidder will be allowed to submit his/her bid only when the EMD is successfully received in CIL/Subsidiary account and the information flows from Bank to e-Procurement system.

In case of exemption of EMD the scanned copy of document 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.

- 16.6 The EMD for Mining tenders and Tenders for Turnkey Contracts will be as per Contract Management Manual and EMD for Civil, E&M and other tenders will be as per Manual of Civil Engineering Works of CIL and the existing policy of CIL.
- 16.7 The qualification in bid will also be subject to the receipt and acceptance of EMD (except in case of EMD exempted Bidder) within schedule date and time as mentioned in the NIT.
- 16.8 The information will be provided by the Bidder by filling up relevant data through a form in an objective and structured manner.
- 16.9 For online submission of tender the Bidders will have to upload the following-For Two Part System- All the confirmatory documents as prescribed in the NIT and TPS (if applicable) in Cover-I and "Price-bid" in Cover-II (Both are to be decrypted separately). In case of EMD exemption, one more document in support of the claim of EMD exemption will have to be uploaded by the Bidder at specified folder.
- 16.10 Letter of Bid: The Letter of Bid addressed to the Tender Inviting Authority (TIA) will be given in Tender document containing name of the work, NIT No., Tender ID. This will be the covering letter of the Bidder for his submitted bid. The Bidders have to accept unconditionally the Letter of Bid in GTE (General Technical Evaluation) at the time of bid submission. This online acceptance during bidding through GTE shall be construed as submission of LOB by bidder.
- 16.11 Technical Parameter Sheet (TPS) (If applicable as per standard NIT and compatible with the e-procurement portal): 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.
- 16.12 **Confirmatory Documents:** All the confirmatory documents as enlisted in the NIT in support of online information submitted by the Bidder are to be uploaded in Cover-I or through "My Document" link in Bidder space by the Bidder while submitting his/her bid.
- 16.13 **Price bid:** The Price bid containing the Bill of Quantity will be in .xls format (password protected) and will be uploaded during tender creation. This will be downloaded by the Bidder and he will quote the rates for all items on this Excel file. Thereafter, the Bidder will upload the same Excel file during bid submission in Cover-I/ Cover-II, as specified for One Part system and in Cover-II for Two Part system. The Price-bid will be in Item Rate or Percentage Rate BOQ or Mixed 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.

However, in case of tenders having provision for exemption of EMD, the Bidder claiming for exemption will have to upload the requisite document as specified in NIT in support of their claim for exemption of EMD.

Submission of bid shall be as detailed at Clause No.8 of e-tender notice.

17. MODIFICATION AND WITHDRAWAL OF BIDS

- 17.1.1 Modification and withdrawal of bid shall be guided by **Clause No. 13.0** of e-tender Notice.
- 17.1.2 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-Clause13.2** may result in the forfeiture of the earnest money pursuant to **Sub-Clause No.14**.

18. OPENING OF BID:

- 18.1 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.
- All the documents uploaded by Bidder(s) including EMD exemption documents (if any) 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.
- 18.3 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 automatically rejected by the system.
- 18.4 Acceptance of Bidder in a general form of online declaration will be recognized and accepted as the certification regarding authenticity of all the information and documents furnished by them online and acceptance of all terms and conditions of the bid document, since such acceptance by Bidder with Digital Signature Certificate is legally tenable.
 - In case of GeM Portal, Tender shall be opened on scheduled date & time of tender opening by the bid opener as per GeM Guidelines.

19. EVALUATION OF TENDER

- 19.1 After opening of Tender / Technical bid (as the case may be), it will be evaluated by the constituted Tender Committee.
- 19.2 Evaluation and comparison of bids will be as per the criteria as detailed at Clause No. 1.12 of e-tender Notice.

20. CLARIFICATION OF BIDS

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 upto 7 days. The clarification shall be taken in online mode in the e-Procurement portal of CIL only.

21. PROCESS TO BE CONFIDENTIAL

21.1 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.

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.

- 21.2 Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.
- 21.3 From the time of bid opening to the time of contract award, no bidder shall contact the Procuring Entity on any matter related to bid, except on request and prior written permission.

22. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 22.1 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.
- 22.2 If a Bid is not substantially responsive, it may be rejected by the Employer at its sole discretion.

23. EVALUATION AND COMPARISON OF BIDS

- 23.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause No. 2.22.
- 23.2 The evaluation of Bid, by the Employer shall be done as per Clause No. 2.19.
- 23.3 The Employer reserves the right to accept or reject any Bid not conforming to the requirements of the Bidding documents.
- 23.4 No document presented by the Bidder, after closing date and time of bid, will be taken into account by the evaluation committee unless otherwise called for during scrutiny / technical scrutiny by the tender committee as clarification. This however, will have no bearing with the price quoted in the price bid. If a Bidder offers a rebate unilaterally after the end date and time of the bid submission, it will not be taken into account for evaluation purpose by the tender committee. But if that Bidder emerges as the lowest evaluated, the rebate offer will be taken into account for determination of the total offer.
- 23.5 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.
- There should be no provision in the Bid Documents regarding submission of Additional Security Deposit / Bank Guarantee (BG) in case of Abnormally Low Bids. In case of Abnormally Low Bid, the Procuring Entity may in such cases seek written clarifications from the bidder, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirement of the bid documents. If, after evaluating the price analysis, Procuring Entity determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the bid/ proposal.

24. AWARD CRITERIA

Subject to Clause No. 1, 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.

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

25.1 Notwithstanding **Clause No.2.24**, 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.

25.2 (A) **Negotiations**

- i) Normally, there should be no negotiation. Negotiations should be a rare exception rather than the rule and may be resorted to only in exceptional circumstances. If it is decided to hold negotiations for reduction of prices, they should be held only with the lowest acceptable bidder (L1), who is techno- commercially responsive and on whom the contract would have been placed but for the decision to negotiate. In no case, including where a cartel/pool rates are suspected, should negotiations be extended to those who had either not tendered originally or whose tender was rejected because of unresponsiveness of bid, unsatisfactory credentials, inadequacy of capacity or unworkable rates. The circumstances where negotiations may be considered could be:
 - a) Where the procurement is done on nomination basis;
 - b) Procurement is from single or limited sources;
 - Procurements where there is suspicion of cartel formation which should be recorded; and
 - d) Where the requirements are urgent and the delay in re-tendering for the entire requirement due to the unreasonableness of the quoted rates would jeopardise essential operations, maintenance and safety, negotiations with L1 bidder(s) may be done for bare minimum quantum of requirements. The balance bulk requirement should, however, be procured through a re-tender, following the normal tendering process.
- ii) The decision whether to invite fresh tenders or to negotiate and with whom, should be made by the tender accepting authority limited to CMD of CIL/Subsidiary based on the recommendations of the TC. Convincing reasons must be recorded by the authority recommending negotiations. The CA should exercise due diligence while accepting a tender or ordering negotiations or calling for a re-tender and a definite timeframe should be indicated.
- iii) Normally all counter offers are considered negotiations by other means and the principles of negotiations should apply to such counter offers. For example, a counter offer to L1, in order to arrive at an acceptable rate, shall amount to a negotiation. However, any counter offer to L2, L3, and so on (at the rates accepted by L1) in case of splitting of quantities shall not be

deemed to be a negotiation.

- iv) After the CA or TC has decided to call a specific bidder for negotiation, the following procedure should be adopted:
- 25.3 Negotiations must be carried out by the CA or TC only;
- 25.4 It must be understood that, if the period of validity of the original offer expires before the close of negotiations, the original offer will not be available for acceptance. The period of validity of the original offer must, therefore, be extended, wherever necessary, before negotiations;
- 25.5 The tenderer to be called in for negotiations should be addressed as per the format of letter laid down in Annexure-Q, so that the rates originally quoted by him shall remain open for acceptance in the event of failure of the contemplated negotiation;
- A negotiations meeting should be started only after obtaining a signed declaration from the negotiating contractor as per Annexure-Q; and Revised bids should be obtained in writing from the selected tenderers at the end of the negotiations in the format of letter laid down in Annexure-R. The revised bids so obtained should be read out to the tenderers or their representatives present, immediately after completing the negotiations. If necessary, the negotiating party may be given some time to submit its revised offer. In case, however, the selected bidder prefers to send a revised bid instead of being present at the negotiation, the offer should be taken into account. In case a bidder does not submit the revised bid, its original bid shall be considered.
- 25.7 **(B)** In case, negotiation with L-1 does not yield a reasonable rate, re-tendering should be done straightway.

However, in case there is an emergency and the time required for re-tendering cannot be allowed, the case of awarding work to the L-1 Bidder at negotiated rate may be considered by an authority one step higher than the otherwise Competent Authority after recording the reasons.

Where CFDs is the approving authority, approval shall be from CFDs only. However, TAA shall be in accordance with prevalent DoP of CIL/Subsidiary.

- 1. If there are more than one lowest Bidder & splitting up of the work is allowed then work can be split to all bidders at L-1 Price.
- 2. If there are more than one lowest Bidder& splitting up of the work is not considered necessary, L-1 may be decided as under:

All L-1 Bidders may be advised to submit the reduced price online & final L-1 may be decided on the basis of revised (reduced) Price.

OF

Through "Reverse Auction" amongst the L-1 Bidders online, if "Reverse Auction" is available in online mode.

The above Principle may be followed for offline tenders also.

All factual details including complaints and negotiations, if any, to be brought out and reasons for recommendation of award to be recorded in TCR in detail.

The tender committee submits final recommendations (covering Part-I & Part-II) in

detail along with minutes of the negotiation, if any and decision of the tender committee at each stage. The tender committee recommendations with the supporting documents are sent for approval of the competent authority through associate finance.

26. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer electronically online **prior to expiration of the Bid validity period.** 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.

- 26.2 The notification of LOA will constitute the formation of the Contract.
- 26.3 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 detail as per standard format (to be decided at Subsidiary level).

The Agreement will incorporate all agreements between the Employer and the successful Bidder and shall be executed within 14 days of confirmation of Performance Security and Additional Performance Security (if any) submitted by the Contractor as per contract conditions.

In case of failure to enter in to agreement within the specified period, the contract will be terminated in accordance to Clause 9 of Conditions of Contract. No payment for the work shall be made before execution of this agreement.

- 26.4 In the bidding process, the cause of rejection of bid of any Bidder shall be intimated to non-qualified Bidder online and the Earnest Money shall be refunded to unsuccessful Bidders as per provision of Clause No.14.3.
- 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. All additional copies should be certified by the Engineer-In-Charge.

27. PERFORMANCE SECURITY/SECURITY DEPOSIT

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 of Conditions of Contract (General terms and Conditions)

28. EMPLOYMENT OF LABOUR

28.1 Contractor(s) 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 HPC wages fixed (notified and prevalent during execution of the work for mining activity) by the Company and guidelines incorporated at Clause 4.12 of Conditions of Contract/GTC.

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

- 28.2 Payment of Provident Fund for the workmen employed by him for the work as per the Law prevailing under provision of CMPF/EPF or allied scheme valid from time to time shall be responsibility of the contractor, which shall be in accordance with the following guidelines:
 - The Contractor must be mandatorily registered as employer under the CMPF
 Act and allied scheme and shall submit details of their workers with the
 CMPF number, wherever required. The Contractor shall submit CMPF
 registration certificate before signing of agreement.
 - 2. If any employee of a Contractor is not a member of any Provident Fund, he shall be required to become a member of CMPF scheme immediately, for availing benefits therefrom.
 - 3. Where the employees of a Contractor are members of EPF scheme, the Contractor shall provide appropriate facilitation to those employees who voluntarily opt for conversion from EPF Schemes to CMPF Schemes.

In addition to the above, the Contractor shall provide a copy of the updated passbook having entry made in the CMPF/EPF and 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.

Note: However, if the basic rate of wages of labour as fixed by CIL (i.e. with respect to HPC wages) 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.

- 28.3 The bidder shall also comply with statutory requirements of various acts including CL(R&A) Act.
- 28.4 The contractor's workmen shall be paid through Bank.

29. LEGAL JURISDICTION

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** court only.

30. 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.

31. E-PAYMENT

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.

32. INTEGRITY PACT (As applicable)

- 32.1 Bidders are required to accept the pre-contract integrity pact as available in the Bid document online at e-procurement portal of CIL. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement.
- 32.2 Code of Integrity for Public Procurement (CIPP)
 Bidders are required to accept the CIPP as available in the Bid document
 (Annexure- P) online at e-procurement portal of CIL/ GTE. This will be signed by
 the authorized signatory of the Bidder (s) with name, designation and seal of the
 Company at time of execution of formal agreement. In case of Partnership
 Firms/JV/CONSORTIUM, all partners shall sign at the time of agreement.

33. CHANGE IN THE CONSTITUTION OF CONTRACTING AGENCY

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.

34. MISCELLANEOUS

- The bidders should fill the bid document properly and carefully. They should avoid quoting absurd rates.
- 34.2 The site for work made available in parts.
- 34.3 Throughout the bidding documents, the terms 'bid' and tender and their derivatives are synonymous.
- 34.4 Provisions related to instructions to bidder shall be a part of agreement.
- 35. Restriction on Procurement from a bidder of a country which share a land border with India and on sub-contracting to Contractors from such countries:
 - 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:
 - 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.

Explanation-

- 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;
 - 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.

36. 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. <u>UNDERTAKINGS TO BE FURNISHED ONLINE BY THE BIDDER</u>

		l Attorney/Director/			,	Proprieto	r/Partner/
Ad	ccredited	Representative of I	M/S	., sole	mnly declare	that:	
work. Date	b	am/are and I/we o	against ffer to execute the	NIT	No/Tender	ID	
empl	oyee	self/ Our Partners/	of				
The details of relatives of Myself/ Our Partners/ members / 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.

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(ii)That the firm/company
(iii) That the firm/ company
(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 debarred or delisted by any Govt., or Quasi Govt. Agencies or PSUs(In case of JV, all members are covered).
Or
*I / Wehave been banned by the organization named "" for a period of

Patnsaoungi UG Mine Page 50

Proprietor/ partner/ member / legal Attorney/Director/ Accredited representative of M/s

, solemnly declare that Myself / Our Partners/ members /
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/ Consortium).
- 14. COMPLIANCE OF ONE BID PER BIDDER

ı/vve,	, Proprietor/Partner/ mem	ber /Legai Attorney/ Authorized
representative of	(Name of t	ne bidder), submitting the bid for the
work of '	' vide	
bid Notice No	Tender r	eference No
dated	Tender ld	solemnly declare that : I/We
through common third or influence on the bid participated as a cons the contract that is the	parties that put us in a posit of another bidder and I/We ultant in the preparation or the subject of the bid and I/We	r participating in this tender, directly or tion to have access to information about or any of our affiliate have not he design or technical specification of declare that the following company(s) ness/ Management in same/similar line

(Name, Address, Contact details)

(Name, Address, Contact details)

(Name, Address, Contact details)

- 15. 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
- 16. 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.

- 17. 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.
- 18. 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.
- 19. 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.
- 20. That I/We accept all the undertakings as specified elsewhere in the tender document.
- 21. 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

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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.

<u>www.coalindiatenders.nic.in</u> 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 (GeM).

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 tender published: а 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 applicable. as → Special **Admonitions** For Use: International 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 GeM 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.

2.37. Integrity Pact (Annexure D)

General

Inis pre-bid pre-contract Agreement (nereinatter called the integrity Pact) is made
onday 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

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
- a. 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.
- b. 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.
- c. Principal will exclude from the process all known prejudiced persons.
- (2) 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)

- (1) 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.
- a. 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.
- b. The Bidder(s) / Contractor(s) will not enter with other Bidders info 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.
- c. 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.

- d. 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 Foreign Suppliers" shall be disclosed the Bidder(s) / by 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.
- e. 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.
- f. 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.
- (2) 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.

- (1) 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).
- (2) 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.
- (3) 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

- (1) 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.
- (2) 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

- (1) 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.
- (2) 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 Debarment Of Firms From Bidding".

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

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) 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

- (1) 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.
- (2) 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

- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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.

- (7) 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.
- (8) 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.
- (9) 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

- (1) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (1) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (2) 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.
- (3) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (4) 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.

(CONDITIONS OF CONTRACT)

1. **DEFINITIONS**

- a) "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.
- b) 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.
- c) "Bank Guarantee" shall mean the Bank Guarantee to be provided by the bidder to the Owner.
- d) "Codes" shall mean the following, including the latest amendments, and/or replacements, if any:
 - 1. Standards of Bureau of Indian Standards relevant to the works under the contract and their specifications.
 - 2. 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.
 - 3. Any other laws, rules, regulations and Acts applicable in the country with respect to labour, safety, compensation, insurance etc.
- e) The word "Company" or "Employer" or "Owner" or "WCL" 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.
- f) 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.
- g) "Contract period" shall start from the date of commencement of contract and includes 09 (nine) production years of cumulative coal production starting within six 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.
- h) "Contract price" shall mean
 - i) in the case of lump sum contracts, the total sum for which Bid is accepted by the company.
 - ii) 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.
- i) 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.
- j) A "Day" shall mean a day of 24 hours from midnight to midnight.
- k) "Date of commencement of Contract" shall mean the date of issuance of the 'Letter of Acceptance'.
- i"DGMS" means Directorate General of Mines Safety, the Indian Government Regulatory agency for safety in mines and oil-fields.
- m) "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.
- n) "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.
- o) "Drawings"/ "Plans" shall mean all:
 - i) drawings furnished by the owner/consultant as a basis for proposals,
 - ii) drawings submitted by Contractor with his proposal provided such drawings are acceptable to the Owner/Consultant,
 - iii) drawings furnished by the Owner/Consultant to Contractor during the progress of the work, if any and
 - iv) engineering data and drawings submitted by Contractor during the

progress of the work provided such drawings are acceptable to the Engineer.

- p) "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.
- q) 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.
- r) "Final Acceptance" shall mean the owner's written acceptance of the works performed under the contract after successful completion.
- s) "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.
- t) "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.
- u) "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.
- v) "Month" shall mean a calendar month according to the Gregorian calendar.
- w) "Movable Assets" shall mean the machines / equipments such as cutting, drilling & bolting machines, roof testing / monitoring instruments and loading machineries deployed in the mine by the Contractor during the contract period.
- x) Words importing "**Person**" shall include firms, companies, corporations, and associations or bodies of individuals, whether incorporated or not.
- y) The word "**Principal Employer**" wherever occurs, means the authorized representative or any other officer specially deputed by the Company for the purpose.
- z) "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 Contact execution.

- aa) "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.
- bb) "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.
- cc) "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.
- dd) "**Specification**" shall mean the technical specifications forming a part of the contract and such other schedules and drawings as may be mutually agreed upon.
- ee) 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.
- ff) "Void Filling Methodology" means filling of voids created on account of underground coal extraction during depillaring method by stowing (either hydraulic Sand Stowing or any other suitable technology with incombustible material) as per statute.
- gg) 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.

- hh) "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.
- ii) Words importing singular only shall also include the plural and vice-versa where the context so requires.

2. CONTRACT DOCUMENT:

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) Conditions of Contract, including General Terms and Conditions, Additional Terms and Conditions, Special Conditions, if any etc. forming part of the Agreement,
- iv) Letter of Acceptance of Bid indicating deviations, if any, from the Conditions of Contract incorporated in the Bid/Tender document issued to the Bidder,
- v) Scope of works/Bills of Quantities,
- vi) Finalized work programme,
- vii) Integrity Pact, if applicable
- viii) Guidelines On Debarment Of Firms From Bidding,
- ix) Technical Specification of Equipment.
- x) Any Other Document, if required
- 2.1 After acceptance of Bid and on execution of Contract/issue of Work Order to proceed with the work, as the case may be, the Contractor shall be furnished, free of charge, two copies of contract documents. (certified true copies), accepting those drawings to be supplied during the progress of work. The 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 the Company for the purpose.
- 2.2 None of these documents shall be used by the Contractor for any purpose other than this contract and the Contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.
- 3. **DISCREPANCIES AND ADJUSTMENTS THEREOF:** The documents forming part of the contract are to be treated as mutually explanatory to one another.

- 3.1 In the event of varying or conflicting provisions made in any of the document/documents forming part of the contract, the Tender Accepting Authority's decision/clarification shall hold good with regard to the intention of the document or contract, as the case may be.
- 3.2 Any error in description, quantity or rate in schedule or quantities or any omission therefrom, shall not vitiate the contract or release the Contractor from discharging his obligations under the contract including execution of work according to the specifications forming part of the particular contract document.
- 3.3 Any difference detected in the tender/tenders submitted, resulting from:
 - a. discrepancy between description in words and figures the rate which corresponds to the words quoted by the Contractor shall be taken as correct.
 - discrepancy in the amount quoted by the Contractor due to calculation mistake
 of the unit rate and quantity, the unit rate shall be regarded as firm and amount
 corrected.
 - c. discrepancy in totalling or carry forwards in the amount quoted by the Contractor shall be corrected.

The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer along with other tender/tenders. Rounding off to the nearest rupee should be done in the final summary of the amount instead of in totals of various sections of schedule of quantities.

4. PERFORMANCE SECURITY / SECURITY DEPOSIT:

- 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.

- 4.2 **Performance Security** (First part of security deposit) should be 5% of Annualized value of contract or contract amount and should be submitted by the successful bidder within 15 days of issuance of Letter of Acceptance in the form of irrevocable Bank gurantee from Scheduled Indian Bank in the prescribed format:
 - A Bank Guarantee in the form given in the bid document from any scheduled Bank. BG issued by outstation bank shall be operative at its local branch at Nagpur or its Branch at Nagpur.
 - Govt. Securities, FDR (Scheduled Bank) or any other form of deposit stipulated by the owner.
 - Demand Draft drawn in favor of **Western Coalfields Limited** on any Scheduled Bank payable at its Branch at Nagpur.

Normally work shall start only after deposition of Performance Security (first part of Security Deposit) submitted by successful bidder within stipulated time i.e. within 15 days of issue of LOA.

However, Company may approve submission of Performance Security beyond 15 days by another 14 days with proper justification on a case to case basis.

In case a bidder applies for extension of time for deposition of Performance Security (first part of Security Deposit) to be deposited within 15 days of issue of LOA, such application shall be accompanied by valid reason and should reach the Office of Area Authorities within 15 days of issue of LOA.

The Bid Security (EMD) deposited by the successful bidder shall be returned to them after submitting the Performance Security. Failure of the successful Bidder to comply with requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security (EMD). The Earnest Money/Bid Security deposited may be adjusted against the security deposit (Performance Security) at bidder's option.

- 4.3 If performance security is provided by the successful bidders in the form of bank guarantee it shall be issued either
 - (a) at Bidder's option by a Scheduled Bank
 - (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. However, if the contract is for more than 03 years, the period of validity of the BG should be for at least 03 years with a provision that timely action for extension of the BG should be undertaken at least 03 months before the end of validity.

The subsequent extension shall be for a period of "One year" or ninety days beyond the period of contract" if balance period is less than 3 years, else the process will repeat as above.

Not less than 30 (thirty) days prior to expiry of a Performance Security, the Contractor shall furnish an extended, renewed or replacement Performance Security to the Authority, failing which the Authority shall be entitled to, after giving 5 (five) days notice to the Contract to, draw down the full remaining value of the Performance Security, and hold the amount as security for performance of the Contractor's obligations under this Agreement.

The BG shall be encashed at least 07 days (excluding date of intimation and bank oliday) prior to expiry of BG.

BG of scheduled commercial bank located in India and acceptable to the company should only be accepted. Thus, any BG issued by foreign bank from outside India shall not be accepted.

In case the successful Bidder fails to submit the Performance Security and Additional Performance Security, if any, within the stipulated time then the award of work may be cancelled with forfeiture of the Bid Security/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.

However, In case of exigency, work can be started before submission of Performance Security (first part of Security Deposit). However, before commencement of work, a prior declaration in the form of Affidavit is to be submitted by bidder to submit Performance Security (first part of Security Deposit) within 21 days of issue of LOA. Further if Contractor fails to submit the Performance Security (first part of Security Deposit) within stipulated time as above, such award of work shall be cancelled with forfeiture of the Bid Security/Earnest Money.

Additionally, such defaulting Contractors hall be debarred from participating in future tenders in WCL/CIL HQ for a period of minimum one year from the date of issue of such letter.

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

Structured Financial Messaging System (SFMS)

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 **Parasia**.

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	Western Coalfields Limited	
Name of Beneficiary & its	Area	Nagpur Area	
details	Bank Account No.	005905018119	
	Department	Contract Management Cell	
Beneficiary Bank & Address	ICICI BANK, NAGPUR CIVIL LINES BRANCH		
IFSC Code	ICIC0000059		

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).

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

4.4 All Running on Account Bills shall be paid at 97%. The balance 3% shall be treated as Retention Money and will be second part of security deposit.

For Contracts of more than one year, Retention Money may be refunded to the Contractor annually on submission of 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 for extended period of contract or one year whichever is more.

4.5 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 <u>150 days</u> of the completion of the work. (The date of completion of the work will be certified by the Engineer-In-Charge).

4.6 Additional Performance Security (APS):

There will be no provision in the Bid Documents regarding submission of Additional Security Deposit / Bank Guarantee (BG) in case of Abnormally Low Bids. There shall be a provision in the Bid document regarding Abnormally Low Bid that the Procuring Entity may in such cases seek written clarifications from the Bidder, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analyses, Procuring Entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the bid/ proposal.

As a safeguard, it should be closely monitored that final payments in such cases do not abnormally increases due to extra items. Further, there is no abnormal increase in quantities of the item for which contractors have initially quoted very high rates.

In case the work is awarded with Additional Performance Security, it may be furnished in any of the forms as applicable for Performance Security.

The validity of the 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:

- 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.

With reference to Office Memorandum No. F. 9/4/2020 dated 12.11.2020 issued by DoE, PPD regarding Additional Performance Security deposit:

In case of Abnormally Low Bid, the Procuring Entity may in such cases seek written clarifications from the bidder, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirement of the bid documents. If, after evaluating the price analysis, Procuring Entity determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the bid/ proposal.

However, in case of compelling circumstances to ask for Additional security Deposit/ Bank Guarantee (BG) in case of ALBs, the same should be taken only with the approval of the next higher authority to the authority competent to finalize the particular tender.

5. DEVIATIONS/VARIATIONS IN QUANTITIES

Extent and Pricing: The quantities given in the 'Schedule of Quantities' are provisional and are meant to indicate the extent of the work and to provide a uniform basis for tendering and any variation either by addition or omission shall not vitiate the contract.

The Company through its Engineer- In-Charge or his representative shall, without radically changing the original scope and nature of the contracted work, have power to make any alterations in or additions to or substitution of the original and instructions that may appear to be necessary or advisable during the progress of the work. The Contractor shall be bound to carry out the works in accordance with the instructions given to him in writing by Engineer-In-Charge or his representative on behalf of the Company.

Note: Change of site within the mines of same Area because of geological disturbances, non-shifting of houses, non-availability of FC in time, some EC restrictions etc. shall not be considered as radical change in the original scope and nature of the contracted work for the purpose of clause 5.1 of CMM and shall be approved by CFD of Subsidiary Company. Such change of site shall not require

consent of the Contractor. CFD of the Subsidiary Company may approve change of site in other situations also, depending upon the prevailing local conditions.

However, if change of site relates to mine outside the Area but in the same Coalfield due to situations as enumerated above, may be decided by the CFD of the Subsidiary, with the consent of the contractor.

Such altered or additional work, which shall form part of the original contract, shall be carried out by the Contractor on the same conditions in all respects on which they agree to do the main works and at the same rate/rates as are specified in the contract.

In case of difficulty in handing over the site indicated in tender document or in continuing the work as per the agreed time and progress chart in allocated site, the Company shall have the right to allocate an alternative and/or supplementary site similar to the original site in terms of geological formations and the same range of leads in the same mine to achieve the quantity limited to mutually agreed time and progress chart/NIT. No sooner the adequate hindrance free space at original site is available, the work should be restored in the original site. In such cases no extension of contract with additional quantity shall be done.

- If the additional or altered work includes any class of work for which no rate/rates is/are specified in the contract, rates for such items shall be determined by the Engineer-in-charge as follows:
 - a) the rate shall be derived from the rate/rates for similar or near similar class of work as is/are specified in the contract, failing which
 - b) the rates shall be derived from the company's prescribed schedule of rates based on which the estimate for tendered work has been prepared plus or minus the percentage by which the tendered amount for the whole work quoted by the contractor is above or below the estimated amount as per the Bid documents, failing which
 - c) the rate shall be derived from contractor's rate claimed for such class of work supported by analysis of the rate/rates claimed by the contractor. The rate to be determined by the Engineer-in-charge as may be considered reasonable taking into account percentage of profit and overhead not exceeding fifteen percent or on the basis of market rates, if any, prevailing at the time when work was done.

In the case of composite tenders, where two or more schedule of quantities for similar item description may form part of the contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the similar item of work in the other schedule of quantities.

However, the Engineer-in-charge shall be at liberty to cancel the instruction by notice in writing and to arrange to carry out the work in such manner as he /she considers advisable under the circumstances. The contractor shall under no circumstances suspend the work on the plea of non-settlement of rates.

- 5.3 Alterations in the quantities shall not be considered as a change in the conditions of the contract nor invalidate any of the provision thereof provided that a revised work order for the item/items involved is issued. Such alterations with consent of the contractor shall need appropriate approval, as below:
 - a) Additional quantity up to 10 % of original awarded value may be awarded in exceptional circumstances with the approval of Tender Approving Authority.
 - b) However, in exceptional circumstances such as non-finalisation of subsequent contract, court case etc, additional quantity beyond 10 % and upto 30 % of original awarded value may be awarded with the approval of Competent Authority
- The time for completion of the originally contracted work shall be extended by the company in the proportion that the additional work (in value) bears to the original contracted work (in value) as may be assessed and certified by the Engineer-in-charge.
 - The validity of the Bank Guarantee, if submitted by the contractor, in lieu of performance security / security deposit shall be extended in pursuant to Clause Nos. 4.2 & 4.3 taking into consideration the period of extension.
- The company through its Engineer-in-charge or his representative, on behalf of the company, shall have power to omit any part of the work for any reason and the contractor shall be bound to carry out the work in accordance with the instruction given by the Engineer-in-charge. No claim for extra charges/damages shall be made by the contractor on these grounds.
- In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope and nature of the contract, the contractor shall under no circumstances suspend the work, either original or altered or substituted, and the dispute/disagreement as to the nature of deviation or the rate/rates to be paid thereof shall be resolved separately with the company.
- 5.7 The re-appropriation/re-allocation of the quantities.
 - a) Quantity up to 10 % of original awarded value may be done in exceptional circumstances with the approval of Tender Approving Authority.
 - b) However, in exceptional circumstances such as non-finalisation of subsequent contract, court case etc, quantity beyond 10 % and up to 30 % of original awarded value may be done with the approval as per DOP.
- 5.8 In all cases where the Service Provider has been levied a cumulative penalty of 5 percent of the total contract value, extension beyond the initial Contract period shall not be considered. However, this shall not be applicable for extension granted on account of hindrances.
- 6. TIME FOR COMPLETION OF CONTRACT EXTENSION THEREOF, DEFAULTS & COMPENSATION FOR DELAY

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 or as per the scheduled start as set out in this document.

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.

However, payment for the work done would be made only after execution of the agreement.

6.1 If the 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.

6.2 In the event of the contractor's failure to comply with the required progress in terms of the agreed time and progress chart, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, shall become liable to pay for penalty as under:

If the average daily progress of work during the calendar months is less than the stipulated rate indicated in the detailed tender notice/ agreed work schedule, penalty as detailed below will be levied

- i) If the average daily progress of work executed during the calendar month is 80% and more but less than 100% of the stipulated rate indicated in the detailed tender notice/ agreed work schedule (quantity-wise), penalty equal to 10% of the contract value of the short fall in work shall be deducted at the end of the respective Financial Quarter if the shortfall quantity either in full or part has not been made up within that Financial Quarter
- ii) If the average daily progress of work executed during the calendar month is less than 80% but more than or equal to70% of the stipulated rate indicated in the detailed tender notice/ agreed work schedule (quantity-wise), penalty equal to 20% of the contract value of the short fall quantity lying in the given range of work shall be deducted at the end of the respective Financial Quarter if the shortfall quantity either in full or part has not been made up within that Financial Quarter.

- iii) If the average daily progress of work executed during the calendar month is less than 70% of the stipulated rate indicated in the detailed tender notice/agreed work schedule (quantity-wise), penalty equal to 20% of contract value of the short fall quantity of that month beyond 30% of the stipulated rate indicated in the detailed tender notice/agreed work schedule (quantity-wise) shall be deducted in the bill of that calendar month itself and shall not be refunded.
- iv) The aggregate of the penalties so levied shall not exceed 10% of the total Contract Value for the entire contracted work.

The contractor shall be allowed to make up the shortfall quantity as per a (i) & (ii) above within the respective Financial Quarter only.

The penalties so deducted shall not be refunded.

- 6.3 Deleted
- 6.4 Extension of date of completion- On happening of any events causing delay as stated here under, the Contractor shall intimate Engineer-in-charge in writing immediately
 - a) Abnormally bad weather
 - b) Serious loss or damage by fire
 - c) civil commotion, strikes or lockouts affecting any of the trades employed on the work
 - d) any other causes which, at the sole discretion of the company is beyond the control of the contractor.
 - e) delay on the part of the contractors or tradesmen engaged by the owner not forming part of the contract, holding up further progress of the work.

"Hindrance Register" shall be maintained for recording hindrances.

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

Time extension on account of hindrance shall be granted by Area General Manager based on the recommendation of the Engineer-in-Charge of the work during the course of execution of work reserving the right to impose/waive the clause relating to compensation for delay. The extension will have to be by party's agreement, expressed or implied.

Bank Guarantees, against security, shall be suitably extended, to take care of any extension granted.

- 6.5 Deleted.
- When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Contractor or the Company or both. The extension will have to be by party's agreement, expressed or implied.

The extension of time other than on account of hindrance shall be granted with the approval of Accepting Authority of the tender limited to DoP.

6.7 Force Majeure (FM) Clause

Conditions beyond control of either parties like war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God come under the legal concept of Force Majeure (FM).

- (a) The successful bidder/ contractor will advise, in the event of his having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over one month, if arising out of Force Majeure, the contract may be terminated at the discretion of the company.
- (b) For delays arising out of Force Majeure, the bidder/ contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither company nor the bidder shall be liable to pay extra costs (like increase in rates, remobilization advance, idle charges for labour and machinery etc.) Provided it is mutually established that the Force Majeure conditions did actually exist.
- 6.8 Whenever time extension is given to the contractor for reasons for delay solely attributed to the company, Price variation may have to be allowed depending on the conditions of the contract. In order to determine the above, a hindrance register will be maintained which will be jointly signed by both the parties at the time of periodical review meetings to be held at least once in a month by the Engineer-in-Charge / Designated Officer-in-charge whose decision in this cases will be final. The delays will be determined solely on the basis of this register, and that any refusal on the part of the contractor to sign the register would mean that the delay, if it occurs will be solely attributed to him.

Hindrance register is signed by both the parties. The contractor should also be given permission to write his observations / disagreement in the register.

In case the contractor has a different opinion for hindrance and a dispute arises, then the matter would be referred to the higher authority whose decision will be final and binding on the contractor and the decision to be communicated within 15 days.

- 6.9 Without prejudice to any express provision in the Contract, the extension of time shall not exceed the period of hindrance (the period for which the work has been hindered beyond control of contractor) at same terms and conditions.
- 6.10 **Concurrent delays:** when two or more events responsible for delay overlap each other. The delays may be attributable to the Procuring Entity or the contractor or none, and fall in above categories. The eligibility for extension of time (EOT)

should be determined by plotting each contributing concurrent delay on the critical path. The Procuring Entity should see that the concurrent delays do not result in unnecessary extra extension of time.

7. QUALITY ASSURANCE

The contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work conforms strictly to the instructions of the Engineer-in-charge. The Engineer-in-charge may issue from time to time further detail instructions/directions in writing to the contractor. All such instructions/directions shall be consistent with the contract documents and should be reasonably inferable there from, along with clarifications/explanations thereof, if necessary. Extracted coal shall be free from any extraneous materials like shale, rock etc.

8. MEASUREMENT AND PAYMENT

- 8.1 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 in situ volume thus excavated and removed by Contractor, will be calculated.
- 8.2 The quantity of coal produced and delivered to WCL by the contractor shall be arrived on the basis of metric tonnes of coal dispatched daily from the mine after weightment done through WCL owned electronic weigh bridges installed on the surface. The same quantity shall be considered for payment to the contractor on monthly basis. However, the contractor may depute his authorized representative during the weighment of coal at weigh-bridge.
- 8.3 The accuracy of the electronic weighing system shall be as per BIS for all trading purposes and duly certified by weights and measurement authority. The calibration of electronic weighing system used in the project shall be carried out as per standard norms by WCL and the same shall be binding to the contractor.

8.4 Stockpiling and Re-handling:

- a) In the event, there is no dispatch of coal or any defects in electronic weigh bridges or for any other reason whatsoever, the WCL opts not to take delivery of Coal and instructs the Contractor in writing to stock the Coal otherwise available for delivery, at the Coal Depot (the "Undelivered Coal"), then subject to and in accordance with the terms of this Agreement, the quantity of coal produced by the contractor shall be decided on the basis of underground survey taken jointly by the Engineer-in-charge or his authorized representative and by Contractor or his authorized representative (as per Clause 5 A of yellow book 2020 and updated thereof). To arrive metric tonne of coal production, the specific gravity of coal shall be determined on the basis of joint sampling of coal.
- b) In such cases, WCL shall pay to the contractor 70% (Seventy percent) of the Hiring Charges per Tonne of Undelivered Coal and the balance 30% (Thirty

percent) shall be paid to the Contractor at the time of Delivery of the Undelivered Coal (or part thereof) on actual weighment and dispatch.

It is hereby clarified that no handling & re-handling charge is payable by WCL to the Contractor and the cost of such handling & re-handling of the Undelivered Coal shall be deemed to be included in the Hiring Charge.

Clause 5 A Underground Mines:

- I. Weekly survey measurement shall be carried out to find out the quantity of coal extracted and the production reported during the previous week shall be reconciled, based on the measurement. After reconciliation, quantity of coal extracted as derived by the survey measurement shall be final and the record of such reconciliation shall be maintained and signed by the Colliery Surveyor, Manager & Agent (Project Officer).
- II. Before the commencement of extraction of pillars from an area, offset survey of the area shall be carried out and the quantity of coal (reserve) available in the area should be determined. Periodic offset survey shall subsequently be carried out with a view to find out the quantity of coal extracted from the area. The subsequent survey shall be so timed (as far as practicable) that the quantity of coal left in stooks can be determined before they become unapproachable, due to extension of goaf. This offset survey shall not, however, be necessary for reporting production but shall enable determination of percentage of extraction, which will be useful from conservation point of view.
- 8.5 **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 with reference to the measurements taken or to be taken or any other records relevant for the purpose.
- 8.6 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 work executed as covered by the bill/bills after deducting the amount already paid, electricity charges (if any), the security deposit and such other amounts as may be deductible or recoverable in terms of the contract.
- 8.7 Any certificate given by the Engineer-in-charge for the purpose of payment of interim bill/bills shall not of itself be conclusive evidence that any work/materials to which it relates is/are in accordance with the contract and may be modified or corrected by the Engineer-in-charge by any subsequent certificate or by the final certificate.
- 8.8 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 over payment on demand.
- 8.9 Amount payable/ repayable for any subsequent change in the **Goods and Services Tax (GST)** will be made to/ from the Contractor s after departmental verification of such changes of tax law issued by statutory authority.
- 8.10 A Standard Flow chart for payment is as below:

Description	Activities	Timelines	Responsibility	Escalation Matrix
Joint measuremen t by EIC or his authorised representative and by the contractor or his authorised representative duly recorded in MB/Log book.	nonthly/fortnightly measurement shall be done by Unit/Mine Surveyor along with representative of Contractor as per the rules of the company and duly recorded in MB/Log book. 2. In addition to monthly measurement of OB Coal by Unit/Mine Surveyor, quarterly measurement shall be carried out by team constituted at Area level. 3. Half yearly and yearly measurement to be conducted as per provision of Yellow Book (Revision-2020) 4. Submission of bill by Contractor as per accepted measurement of MB/Logbook. The initial and final joint survey measurement of the works, coal and everburden shall be carried out by Area Authority in association with Head Quarter Survey Team, CMPDIL/ other Subsidiary team and representative of Contractor.	03-05 days	Unit/Mine Survey department of concerned project in coordination with HOD of concerned department of respective area / Subsidiary HQ	Level-1: If activity not completed within TL: Area GM Level-2: If activity not completed within 10 days of TL: D(T), Subsidiary/CIL

Forwarding of bills through dak to Finance department (Paying authority as per work order) for processing and payment.	Certified bills from concerned section duly verified in regards to 1) quality, quantity, amount, penalty and deductions as per agreement/work order etc 2) All necessary	Within 02 days from the date of Invoice/Bill.	Survey & Finance department of concerned project in coordination with HOD of concerned department of respective project/Mine.	Level-1: If activity not completed within TL: Area GM
	approvals, copy of LOA, work order, Agreements etc have been enclosed 3) Preparing and signing of Measurement Book by competent authority have been complied as per rules.			Level-2: If activity not completed within 10 days of TL: D(T),
	reconciliations with the quantity of coal despatched as per weighment of railway/truck receipts. Necessary			Subsidiary/CIL
	certificates as per work order/relevant rules are enclosed. 6) Acceptance of BG/Receive of Security			
	deposit (If applicable)7) Deduction of retention money from the bill.8) other documents as per order			
Passing of bills by Expenditure section	Certified bills received for passing for payments to be checked in regards to: - 1) condition of work order, Measurement Book and necessary Certificates.	Within 03 working days from receipt of bill in	Expenditure/ Bill passing Section of Finance of concerned Area/HQ in coordination with AFM.	Level-1: If activity not completed within TL: Area GM / GM(F) I/C
	2) Security deposit/ performance guarantee has been deposited as per rules.3) Retention money (as	Finance department		Level-2: If activity not completed within 10 days

	applicable) is deducted. 4) Penalty clause have been verified and action taken 5) Tax compliances and returns have been complied. 6) Other necessary compliances			of TL – D(F), Subsidiary/CIL
Payment by Fund/Cash Section	Bills Received by DAK duly passed for payment to be checked in regards to: - 1) Availability of Funds and action taken. 2) Payment in contractor bank account through RTGS/NEFT	Within 02 days from the receipt of bill by Fund Department	Fund Section of Finance of concerned Area/HQ in coordination with AFM of concerned Area.	Level-1: If activity not completed within TL: Area GM / GM(F) I/C Level-2: If activity not completed within 10 days of TL – D(F), Subsidiary/CIL

8.11 Incentives/Bonus

In the event of the Contractor exceeds the required progress in terms of the approved time and progress chart, they shall be entitled for a bonus.

If the progress of work during the financial year is more than the stipulated rate indicated in the approved work schedule (without considering hindrances), the contractor shall be entitled for bonus as under:

If the yearly progress of work executed during the Financial year is 110% or more of the stipulated quantity (in case of composite contracts, the contractor shall achieve 110% or more of the stipulated quantity of coal) indicated in the approved work schedule (quantity-wise)(without considering hindrances), the contractor shall be entitled to a bonus equal to 1% (one percent) of the average monthly contract value (excluding GST) for every month in which the contractor has achieved 110% or more of approved work schedule.

The average monthly contract value (excluding GST) for this clause = (awarded contract value in Rs. (excluding GST) X 30 days)/ awarded contract period in days.

However, the payment of bonus shall be subject to the following conditions:

- The yearly executed quantity considered for bonus calculation shall be finalised after reconciliation with the results of third party measurement or check measurement
- b) Total Bonus so calculated in a contract in its lifetime shall be a maximum of 5 (five) percent of the total contract value.
- c) No bonus shall be calculated in case the Contractor fails to achieve 110% or more of the stipulated quantity indicated in the approved work schedule (quantity-wise), during the month, irrespective of reasons.
- d) Payment of Bonus is also subject to the condition that (i) no penalty has been imposed on the contractor within the Financial year for any shortfall quantity or any other reason and (ii) there are no dues payable by the Contractor to the Company or any Govt. agency (iii) no court/arbitration/conciliation cases exist between the contractor and the Company.

Clause No: 8.11 shall be applicable for tenders whose approved Estimated Cost Value put to tender is not less than Rs.100 crore (including GST).

9. TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT

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, if Contractor

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

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b) fails to achieve a monthly agreed quantity of 70% (Seventy percent) for a period of 6 (six) consecutive month or for cumulative period of six months within any continuous period of 18 (eighteen) months, save and except to the extent of non-availability caused by i) a Force Majeure event or ii) an act of omission of company, not occurring due to any default of the contractor.

Note: - In such cases the contractor may be banned for minimum one year from participating in future bidding allowing the present business to continue without going into termination of the contract.

Or

c) 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

d) fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by the Engineer-in-charge in a notice in writing

Or

e) 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

f) obtains a contract with the company as a result of ring tendering or other non-bonafide method of competitive Bidding.

Or

g) transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Engineer-in-charge.

The Engineer-in-charge may give a written notice; cancel/terminate the whole contract or portion of it in default.

(Note: Failure of existing contract in full shall be where shortfall is 50% or more in 6 (six) consecutive months or in part where shortfall of Contractor is at 30% or more in 6 (six) consecutive months.)

However, when Company decides to cancel the contract in parts as per (a) & (b) above, the quantity considered for partial cancellation shall be dealt as per Clause 10.1 of Conditions of Contract and the balance quantity shall be executed by the Contractor as per terms and conditions for the remaining quantity both in terms of daily agreed progress of work as well as total remaining quantity.

Further, when Company decides to cancel the contract in full as per (a) & (b) above, it shall be dealt as per guidelines for Special Purpose Limited Tender (SPLT) till new tender is awarded.

The approving authority shall be TAA or CMD if originally awarded by empowered Committee of Directors headed by Chairman/FDs/CMD or Board.

9.1 The contract shall stand terminated under the following circumstances:

- a) If the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of insolvency act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any insolvency act.
- b) In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or

- re-organization, or a receiver or manager is appointed by the court on the application by the debenture holders of the company, if any.
- c) If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 days.
- d) On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to legal representative or to the partnership concern.
- 9.2 On termination of the contract or on cancellation of the contract, the Engineer-incharge shall have powers:
 - a) To take possession of the site and carry out balance work through any other agency.
 - b) To give the contractor or his representative of the work, 7 (seven) days' notice in writing for taking final measurement for the works executed till the date of cancellation or termination of the contract. The Engineer-in-Charge shall fix the time for taking such final measurement and intimate the contractor in writing. The final measurement shall be carried out at the said appointed time notwithstanding whether the contractor is present or not. Any claim as regards measurement which the contractor is to make shall be made in writing within 7 (seven) days of taking final measurement by Engineer-In-charge as aforesaid and if no such claim is received, the contractor shall be deemed to have waived all claims regarding above measurements and any claim made thereafter shall not be entertained.
 - c) After giving notice to the contractor to measure up the work of the contractor and to take such whole or the balance or part thereof, as shall be unexecuted out of his hands and to give it to another contractor or take up departmentally, to complete the work. The contractor whose contract is terminated / cancelled shall not be allowed to participate in future bidding for period of minimum one year.

In such an event, the contractor shall be liable for loss/damage suffered by the employer because of action under this clause and to compensate for this loss or damage, the employer shall be entitled to recover higher of the following:

 Forfeiture of security deposit comprising of performance guarantee, Retention Money and additional performance security, if any, at disposal of the employer.

Or

ii) 20% of value of incomplete work. The value of the incomplete work shall be calculated for the items and quantities remaining incomplete (as per provision of agreement) at the agreement rates including price variation as applicable

on the date, when notice in writing for termination of work was issued to the contractor.

It is being clarified that the above liability is over and above the penalties payable by the contractor on account of shortfall in quantities as per provision of Clause No.6 of Conditions of Contract.

The amount to be recovered from the contractor as determined above, shall, without prejudice to any other right or remedy available to the employer as per law or as per agreement, will be recovered from any money due to the contractor on any account or under any other contract and in the event of any shortfall, the contractor shall be liable to pay the same within 30 days. In case of failure to pay the same the amount shall be debt payable.

In the event of above course being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, equipments or entered into agreement or made advances on any account or with a view to the execution of work or performance of the contract. And in case action is taken under any of provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum for any work thereof or actually performed under this contract unless and until the engineer-in-charge has certified in writing the performance of such work and value payable in respect thereof and he shall only be entitled to be paid the value so certified.

The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor as stated in 9.1(d).

- 9.3 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 the 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 the contractor, or for proper execution of the work for reasons other than any default on the part of the contractor, or on ground of safety of the work or part thereof. In the event of suspension for reason other than any default on the part of the contractor, extension of time shall be allowed by the company equal to the period of such suspension.
- 9.4 **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.
- d) In absence of Environmental & forest clearance of any part of the working site (EMP & Forest clearance shall be the responsibility of the Company).

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 upto 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 6.2 will be levied on the contractor.

10. ACTIONS AFTER PARTIAL CANCELLATION/TERMINATION OF CONTRACT

If the progress of the work or of any portion of the work is unsatisfactory as per clause 9a & 9b of condition of contract, the Engineer-in-Charge, after giving the Contractor 15 days' notice in writing, without fully cancelling/terminating the contract, shall be entitled to employ another Agency for executing the job or to carry out the work departmentally or contractually through tendering / limited tendering process (SPLT- Special Purpose Limited Tender), either wholly or partly.

In such an event, the Contractor shall be liable for loss/damage suffered by the employer because of action under this clause and to compensate for this loss or damage, the employer shall be entitled to recover higher of the following:

 Forfeiture of security deposit comprising of performance guarantee, Retention Money and additional performance security, if any, at disposal of the employer.

Or

II) 20% of value of cancelled work. The value of the cancelled work shall be calculated for the items and quantities cancelled (as per provision of agreement) at the agreement rates, when notice in writing for termination of work was issued to the Contractor.

The certificate to be issued by the Engineer-in-Charge for the cost of the work cancelled/terminated shall be final. However, when this clause is invoked, penalty as per clause 6.2 of conditions of contract (i.e. shortfall in quantity) will not be applicable on cancelled/terminated quantity.

The Contractor, from whom part work is being taken out, shall not be allowed to participate in the tendering process if any.

In the event of above course being adopted by the Engineer-in-charge, the Contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, equipments or entered into agreement or made advances on any account or with a view to the execution of work or performance of the contract.

All the other terms and conditions of contract shall remain unaltered.

11. COMPLETION CERTIFICATE/ DEFECT LIABILITY CERTIFICATE:

On completion of the work and notifying the same by the contractor to the Engineer in-Charge, Completion Certificate shall be issued by the Engineer-in-charge only in the event the work is completed satisfactorily in every respect. Payment of final bill shall be made on completion of the contract and refund of security deposit shall, however, be made as per relevant clause of the contract.

12. RESPONSIBILITIES OF THE CONTRACTOR

- 12.1 The company reserves the right to let other contractors, in connection with the project, also work and the contractor/contractors shall co-operate in the works for the introduction and stores and materials and execution of his/their works.
- The contractor/contractors shall employ only competent, skillful and orderly men to do the work. The Engineer-in-charge shall have the right to ask the contractor/contractors to remove from the work site any men of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within three hours of such orders.
- 12.3 Precautions shall be exercised at all times for the protection of persons (including employees) and property.
 - The safety required or recommendation by all applicable laws, codes, statutes and regulations will be observed. In case of accidents, he/they shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force, and shall indemnify the company against any claim on this account. The contractor/contractors shall at all times exercise reasonable precautions for the safety of employees in the performance of his/their contract and shall comply with all applicable provisions of the safety laws drawn up by the State or Central Government or Municipalities and other authorities in India. The contractor/ contractors shall comply with the provision of the safety hand book as approved and amended from time to time by the Government of India.
- 12.4 The contractor/contractors shall familiarize themselves with and be governed by all laws and rules of India and Local statutes and orders and regulations applicable to his/their work.
- 12.5 Building for the sanitary necessities of all persons employed on the work shall be constructed and maintained in the number, manner and place approved or ordered by the Engineer-in-charge. The contractor shall vigorously prohibit committing of nuisance at any other place. Cost of all works under these items shall be covered by the contractor's/contractors' quoted rates.

- 12.6 The contractor/contractors shall furnish to the Engineer-in-charge or his authorized representative with work reports from time to time regarding the contractor/contractors organization and the progress made by him/them in the execution of the work as per the contract agreement.
- 12.7 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 change mechanism shall be computed by system in BOQ sheet as per predefined logic.

All investments, operating expenses, incidentals, overheads 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 **percentage 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 or GST registered under composition scheme in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on bill/invoice. In case of unregistered dealer/bidder, GST, if applicable will be deposited by CIL/Subsidiary directly to concerned authorities in terms with GST provisions.

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: During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.

- 12.8 The company reserves the right to deduct/ withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.
- The contractor/contractors shall make his/their own arrangement for all equipment, dumpers, materials, consumables (excluding explosives to be issued free of cost), tools, staff and labour required for the contract, which shall include cost of lead, lift, loading, unloading, railway freight, recruiting expenses and any other charges for the completion of the work to the entire satisfaction of the company.

The contractor shall at his own cost arrange maintenance/repair of all equipment required/deployed for the work. The company shall have no liability whatsoever on this account.

In emergent situation, to avoid disruption of work, and provided the contractor makes an application in this regard, POL, if available with the company, may at the sole discretion of the company be issued to him with the approval of Area General Manager, but value of the same as per the prevailing rate shall be charged from him or recovered from his bills.

12.10 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 equipment contract for part work / piece rated work.

The works contract may provide for the contractor to get specified works executed from subcontractors included in the pre-qualification application or later agreed to by the Procuring Entity, with a caveat that the responsibility for all sub-contact work rests with the prime contractor. Sub-contracting may be for specialized items of work. Procurement of material, hiring of equipment or engagement of labour will not mean sub-contracting. The total value of subcontracted work should not exceed the percentage of the contract price specified in the contract (say 25%). Sub-contracting by the contractor without the approval of the Procuring Entity shall

be a breach of contract, unless explicitly permitted in the contract.

12.11 Provision Related to Employment of Labour, Payment of wages and Provident Fund Deduction

- The execution of work shall be done by deploying machines / equipment through only regular employees of the contractor. The contractor shall also comply with statutory requirements under CL(R&A) Act and also obtain labour license.
- The contractor shall not engage any person of less than 18 year age or females during night hours as required by relevant law.
- The contractor / contractors shall not pay less than the wages fixed (notified and prevalent during <u>execution</u> 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.
- Payment of Provident Fund for the workmen employed by him for the work as per the Law prevailing under provision of CMPF/EPF and allied scheme valid from time to time shall be responsibility of the contractor.
 - In addition to the above, the Contractor shall provide a copy of the updated passbook having entry made in the CMPF/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.
- Payment of Bonus shall be paid as per The Payment of Bonus Act.

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 showing the basic rates payable w.e.f. 01.04.2023 will be as under:-

Categories of Employee	Rate of Wages including VDA (in Rs.) per day w.e.f. 01.04.2023
Unskilled	Rs. 787.00 + 255.00 = 1042.00
Semi Skilled / Unskilled Supervisory	Rs. 817.00 + 265.00 = 1082.00
Skilled	Rs. 847.00 + 275.00 = 1122.00
Highly Skilled	Rs. 877.00 + 284.00 = 1161.00

The contractor shall make payment to his employees at the place(s) specified

by the General Manager/Project officer and in the presence of company's authorized representative, who shall duly witness all payments by the contractor to his employees. For this purpose, the contractor shall notify the wage period(s), day/date and time of payment. The payment of wages to the workers should be made through Bank.

- The Contractor/ Contractors shall make necessary payment of the Provident Fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and Allied Schemes and Miscellaneous Provisions Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be. The Contractor shall regularly deposit the contribution in accordance with such scheme. The company shall have no liability whatsoever in this regard.
- The contractor shall arrange treatment facilities to contractor's workers. However, treatment facilities, as available at company's hospital and dispensary shall be provided to contractors' workers, in case contractor wants to avail it. The treatment facility at company's Hospitals / Dispensary shall be free of cost, but to the extent of available medicines, pathological examination and other surgical treatment. Such facilities shall not be applicable to worker's spouse or dependent.
- The contractor should issue Identity Card to the workmen deployed by them with photograph duly attested by him which the employee shall always carry with him while on work and produce for Inspection whenever required.
- The contractor shall familiarize himself and fully comply with the provisions of all the Acts/Rules/ Regulations/Bye-laws and orders of the Local authority / Municipality /State Govt./ Central Govt. applicable to the worker. Mines Act, Payment of Wages Act, Motor Vehicle Act, Workermen's Compensation Act, Labour Laws, Insurance etc. and shall be fully responsible and liable for the due observance of the same. The company shall have no responsibility / liability whatsoever on these accounts. The contractor shall fully indemnify the Company against any claim/dispute/reference Award, etc. arising out of the same.
- The contractor shall make timely payment of all salary /wages/ dues to his employees and shall also provide all benefits to his employees as per various Acts/ Rules, Regulation, Orders applicable to the work e.g bonus under Coal Mines Bonus Scheme and Payment of Bonus Act, Sunday Wages, Overtime, Holiday Wages, Leave Wages, Sick Leave etc.
- The contractor shall prepare the wages sheet for his employees in duplicate, a copy of which shall be regularly submitted to the Engineer-in- charge of the project.
- The responsibility of the contractor in respect of all payments to his employees will be complete and absolute. The Company shall have no liability whatsoever in this regard and shall be fully indemnified by the Contractor against any claim arising out of any non-payment / short payment / dispute/ award.

- In case any accident occurs or any injury is caused to any employee of the Company by the vehicles/equipments of the contractors or by any act of omission/ commission on the part of the contractor's representative/ employees, the compensation for the same, as provided in law or as assessed by the company shall be recovered from the contractor along with the costs and expenses incurred by the company on the same.
- 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 and within 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 the LOI / work order.
- The Contractor/ Contractors shall make necessary payment of the Gratuity to the workmen employed by him for the work, as per the provisions of the Payment of Gratuity Act, 1972 (39 of 1972).
- 12.12 The contractor will have to make necessary security arrangement to prevent theft of coal from the project premises, during transportation and also at coal dumps.
- 12.13 All accounts shall be maintained in English and the company shall have the right of access and inspection of all such books of accounts etc. relating to payment of labourer considered necessary and the company may arrange for witnessing the payment to the labourer by its representatives.
- 12.14 **Insurance** 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 quoted 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.

The contractor shall whenever required produce before Engineer-in-charge the policy or policies of insurance and receipt of payment of the current premium.

12.15 **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."

12.16 ACCOMMODATION, SITE OFFICE, ELECTRICITY, WATER ETC.

- a) The successful bidder shall arrange accommodation, security etc. of its own for its workmen. The employer shall not provide any land for setting up of labour camp and the contractor shall make his own arrangements. However, company may provide accommodation, if available, on chargeable basis on request made in writing by the contractor.
- b) Subject to availability, the employer may allot at his own discretion and convenience land for the construction of contractors site office, godowns, workshop and assembly yard near the site. Allotment of such land shall not confer any tenancy rights to the contractor. The contractor shall construct and maintain the same at his cost. All these temporary works shall be well ventilated, lighted and provided with water, electricity and sanitary arrangement to the approval of Engineer-in-charge.

The contractor shall remove immediately on completion of the work such buildings and make good, to the satisfaction EIC, all the damages sustained.

The contractor shall not use the land for any purpose other than that for or in connection with the contract.

In case contractor requires any land additional to what is made available to him, the contractor shall make arrangement for the same at his own cost.

- c) It will be the responsibility of contractor, to whom the work would be allotted, for making other arrangements at their own cost.
- d) The contractor shall make his own arrangement for water required for the work. Mine water, if available, may be utilized for this purpose and shall be provided free of cost. Arrangement of its pumping and distribution for use in his work shall be responsibility of contractor. Drinking water, if available, will be provided free of cost by company at one point. Distribution to required places will be the responsibility of contractor. The employer doesn't guarantee uninterrupted supply. It will incumbent on the contractor to make alternative arrangement for drinking water at his own cost.

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 resolved through conciliation:

Conciliation:

The party initiating conciliation shall send a written invitation to the other party to conciliate and proceedings shall commence when the other party accepts the initiations to conciliation. The parties may agree on the name of a sole conciliator or each party may appoint one conciliator. The conciliation shall assist the parties to reach an amicable settlement of their dispute. When the parties sign the settlement agreement, it shall be final and binding on the parties. The conciliator shall authenticate the settlement agreement and furnish a copy thereof to each party.

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

Disputes or differences relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprise (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Department), shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 05/003/2019-FTS-10937 dated 14th December 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

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).

13 (A): Settlement of Disputes through Arbitration

- i) Normally, there should not be any scope of dispute between the employer (department) and the contractor after entering into a mutually agreed valid contract. However, due to various unforeseen reasons, disputes may arise during the progress of the contract between the employer (department) and the contractor.
 - Therefore, the conditions governing the contract shall contain suitable provision for settlement of such disputes / differences binding on both the parties.
- ii) Mode of settlement of such disputes/differences shall be through Arbitration. However, when a dispute/difference arises, then, depending on the position of the case, either the employer (department) or the contractor shall give notice to the other party of its intention to commence arbitration. The applicable

- arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015.
- iii) Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued.
- iv) Applicable Law: The contracts shall be interpreted in accordance with the laws of the Union of India.
- v) Legal Advice: While processing a case for arbitration, the purchase organization is to take legal advice, at appropriate stages from competent authorities viz their Legal Department.
- vi) Following clause shall be included in the General Conditions of the Contract (GCC):

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 or such other place as the Chairman, CIL / CMD of Subsidiary Company (as the case may be) at his discretion may determine.

vii) Contracts with Partnership firm/ Joint Venture/Consortium:

A partner is the implied authority to bind the firm in a contract coming in the purview of the usual business of the firm. The implied authority of a partner, however, does not extend to enter into arbitration agreement on behalf of

the firm. Therefore, while entering into a contract with partnership firm /Joint Venture/Consortium care should be taken to obtain consent of all the partners to the arbitration agreement.

A suitable clause for obtaining consent of all the partners to the arbitration agreement shall be included in the General Conditions of the Contract (GCC).

viii) In cases where CIL/ Subsidiary has challenged an arbitral award and as a result, the amount of the arbitral award has not been paid, 75% of the arbitral award (which may include interest up to date of the award) shall be paid by CIL/ Subsidiary to the contractor/ concessionaire against a Bank Guarantee (BG). The BG shall only be for the said 75% of the arbitral award as above and not for the interest which may become payable to CIL/ Subsidiary should the subsequent court order require refund of the said amount.

The payment may be made into a designated Escrow Account with the stipulation that the proceeds will be used first, for payment of lenders' dues, second, for completion of the project and then for completion of other projects of CIL/ Subsidiary as mutually agreed/ decided. Any balance remaining in the escrow account subsequent to settlement of lenders' dues and completion of projects of CIL/ Subsidiary may be allowed to be used by the contractor/ concessionaire with the prior approval of the lead banker and CIL/ Subsidiary. If otherwise eligible and subject to contractual provisions, retention money and other amounts withheld may also be released against BG.

The only circumstances in which such payment need not be made is where the contractor declines, or is unable, to provide the requisite bank guarantee and/or fails to open a escrow account as required. Persons responsible for not adhering to are liable to be held personally accountable for the additional interest arising, in the event of the final court order going against the procuring entity.

- ix) Arbitration /court awards should be critically reviewed. In cases where there is a decision against CIL/Subsidiary the decision to appeal should not be taken in a routine manner, but only when the case genuinely merits going for the appeal and there are high chances of winning in the court/ higher court. There is a perception that such appeals etc. are sometimes resorted to postpone the problem and defer personal accountability. Casual appealing in arbitration / court cases has resulted in payment of heavy damages / compensation / additional interest cost, thereby causing more harm to the exchequer, in addition to tarnishing the image of the Government.
- x) Legal department of CIL/Subsidiary should monitor the success rate of appealing against arbitration awards. There should be a clear delegation to empower officials to accept arbitration / court orders. A special board / committee may be set up by legal department of CIL/ Subsidiary to review

the case before an appeal is filed against an order. Arbitration /court awards should not be routinely appealed without due application of mind on all facts and circumstances including realistic probability of success. The board / committee or other authority deciding on the matter shall clarify that it has considered both legal merits and the practical chances of success and after considering the cost of, and rising through, litigation / appeal / further litigation as the case may be, it is satisfied that such litigation / appeal /further litigation cost is likely to be financially beneficial compared to accepting the arbitration / court award

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.

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.

16. Guidelines Debarment of firms from Bidding

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

- 1. Observance of Principle of Natural Justice before debarment of firm from Bidding.
- 2. The contracting entity may be debarred 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) Wilful suppression of facts or furnishing or wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means.

- 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 'Debarment of firms from Bidding', if and when effected, shall be with prospective effect only. The effect of 'Debarment of firms from Bidding' 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 debarment 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 'Debarment of firms from Bidding' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required. In case of clause (2)(vi) above, minimum period of debarment shall be 05 (Five) years for work covered under Chapter 3 & 6 of CMM.
- Once a contracting entity is debarred, it shall be extended to the constituents 5. 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. lf such debarred owner/Proprietor/Partner/Director make/form different Firms/entity attempts to participate in tenders, the same will not be entertained during the currency of such debarment.
- 6. The above 'Debarment of firms from Bidding' shall be in addition to other penal provisions of NIT/Contract document.
- 7. Approving Authority: The 'Debarment of firms from Bidding' of a contracting entity shall be done with the approval of the Competent Authority as per the details below:
 - a) In case the Accepting Authority of the work is Board or Empowered Committee or FDs or CMD of CIL/Subsidiary Company, then the Competent Authority for debarring shall be CMD of CIL/Subsidiary Company.

- b) In case the Accepting Authority of the work is up to the level of Director of CIL/Subsidiary Company, then the Competent Authority for debarment shall be Director of CIL/Subsidiary Company.
- 8. Appellate Authority shall be one Rank higher than the Competent Authority meant for 'Debarment of firms from Bidding'. In case the debarment is done with the approval of CMD of the Subsidiary Company then Chairman, CIL shall be the Appellate authority.
 - Any change on the above may be done with approval of FDs of CIL.
- All the orders of debarment or orders passed in appeal shall be marked to GM(CMC) / Civil / concerned HODs of CIL/Subsidiary Company. Further, all such orders will be uploaded in Coal India site as well website of the Subsidiary Company.
- 10. Efforts shall be made by the concerned Department so that such order is linked to e tender portal of Coal India Limited.

17. CLOSURE OF CONTRACT:

The closure of contract shall be done within a period of 150 days after completion of the work.

18. GRIEVANCE REDRESSAL:

In case of any grievance on shortfall penalty, the Contractor may appeal to the Director (Technical) of the Subsidiary Company. Director (Technical) and Director (Finance) shall jointly dispose off the appeal within 15 days by passing suitable order based on the merit of the case. No further committee shall be constituted for redressal of such grievance.

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VOCATIONAL TRAINING AND SAFETY REQUIREMENTS

(As applicable for UG Mines)

A. VOCATIONAL TRAINING

1. OBLIGATION ON THE PART OF CONTRACTOR.

- i) Contractor shall ensure initial and refresher vocational training to his employees and supervisors as per Vocational Training Rule 1966 (read with any amendments) at the Company's training centre. Training shall be imparted to all workers, well in advance, before deployment in the mines. Trainees completing the training successfully shall be issued Training Certificate/Card. Trainees shall be entitled to receive stipend as per Mines Vocational Training Rules, 1966 (and its amendment from time to time) and /or other applicable minimum wages/remuneration whichever applicable for the period of training concerned.
- ii) The Contractor shall pay stipend as per Mines Vocational Training Rules, 1966 (and its amendment from time to time) and for other applicable minimum wages/remuneration whichever is applicable to the entitled trainees as per Vocational Training Rule 1966 for the entire period of training through Bank within 30 days of completion of training, in case of failure to pay stipend, the employer shall pay the same to trainees who complete training Successfully Payment so made, shall be recovered from the bill of the Contractor.
- iii) The cost of stipend as per Mines Vocational Training Rules, 1966 (and its amendment from time to time) and /or other applicable minimum wages/remuneration whichever applicable to impart Vocational Training, shall be borne by the Contractor.
- iv) Contractor shall receive training card/ certificate for trained persons, from the employer's training centre. The contractor shall maintain record of such trained persons with copy of certificate. A copy of certificate be submitted to the Engineer-in-charge. Only trained persons shall be deployed for the contracted work.
- v) The contractor at their own cost shall arrange training for all their operators and technicians through effective Simulators and 3D virtual Reality Systems before their actual deployment in the job and such training shall also be imparted at regular intervals as per Vocational Training Rules (and its amendment from time to time) to maintain their safety-oriented skills.
- vi) The Contractor shall ensure that only trained and skilled persons are deployed at work site during the contract period.

2. OBLIGATION ON THE PART OF EMPLOYER.

i) The employer shall arrange vocational training at the employer's training Centre as may be required in conformation with V.T. Rule and the nature of work. Certificate to workers, completing training successfully shall be issued Record of such trainees with their photograph shall be maintained.

B. SAFETY REQUIREMENTS

1.

i) The Contractor shall comply with provisions of this agreement and shall be responsible to carry out all the jobs & activities related to this contract strictly as per the provisions of all applicable statutes including Mines Act 1952, Coal Mines Regulation 2017, Mines Rules 1955 and related amendment thereof issued from time to time and conform to Standard Industry Practice for securing the safety of mines, equipment and individual within and about the site of operation/activities of the contract.

The Contractor shall through its Board of Directors/ Partners shall nominate either himself or a person(s) who shall be responsible as per applicable statutes including Mines Act 1952 and Coal Mines Regulation 2017, for the management, control, supervision or direction of all the jobs & operation/ activities assigned in this contract as above. Prior to start of the job of this contract, the contractor shall submit this nomination documents to Engineer – In- Charge who shall arrange for submission of notice in prescribed format(s) to Regulatory Authorities or Appropriate Government Authorities.

- ii) The Contractor shall develop, implement and administer a surveillance, safety and health programme for providing a safe environment on and about the mine/ site. Contractor shall provide relevant workplace safety and health hazards awareness and training to his workers prior to commencing and as work progresses. Such safety & health measure shall be implemented by the contractor during entire contract period or extended period.
- iii) Safety requirement include measure associated with safe movement, safety management, safety equipment, fire safety enforcement and emergency response.
- iv) The contractor shall at all times be responsible for observance of safety procedure by its employees and agents.
- v) The Contractor shall comply the instructions issued by appropriate Government Authority and directions of Employer.
- vi) "All cost or expenses arising out of or relating to compliance of safety requirement & up-skilling of his employees shall be borne by the Contractor."
- vii) Contractor shall submit list of persons deployed for the work to Mine Management and Engineer-in-Charge and Mines Manager. No person shall be deployed for the work without knowledge of the Mine Manager.
- viii) All employees deployed for the work shall undergo Initial Medical Examination IME and Periodical Medical Examination- PME as per statute and the record of the same shall be maintained by the contractor and copy of the same shall be provided by the contractor to the office of the Mine Manager for record keeping.
- ix) Contractor shall issue "Identity Card" with photograph duly attested mentioning Name of Contractor, Name of employee, Designation, DOB, Date of IME/PME, VTC and period of validity etc to each of his employees. The contractor shall ensure that his employees shall carry original identity card, while on work and produce for

inspection whenever required. Contractor shall maintain form 'A' of his Employees and a soft copy shall be submitted to the Engineer-In-Charge. Daily attendance of contractor employees shall be marked in Form 'D' for IN and OUT.

- x) Contractor shall establish effective ongoing communication and co- ordination between appropriate levels of supervisors, officials and senior officials of the mine prior to commencing work, which shall include provisions for identifying hazards and the measures to eliminate and control risks related to the assigned work & the site.
- xi) Safety requirement and safe work practices shall be exercised round the clock. In case of non-compliance of safety requirements and safe work practices or any specific instruction given in writing by the Engineer-In-Charge, the operation may be suspended till such non- compliance is rectified. In case of repeated violation of safety requirements, serious in nature, the Engineer-In-Charge shall have right to suspend the work.
- xii) Safe Operating Procedure (SOP)/Code of Practice (COP)/traffic rule for the work shall be prepared by the contractor and after the approval of the Mines Manager, these shall be displayed in working place/important places in languages understood by the employees and these shall also be handed over to concerned employees by the contractor under proper record. Copy of SOP and site-specific Code of Practice shall be given to the EIC/Authorized Representative. Contractor shall deploy qualified and competent persons to ensure proper management and supervision on the work as per statute and SOP.
- xiii) Contractor shall ensure that the installation, running and maintenance, in safe working order, all all machinery in the mine deployed by him shall be under the charge of competent persons in each working shift, in accordance with Coal Mines Regulation, 2017 and its amendment thereof. All those competent persons shall also be authorized by the mine manager.

All these competent persons shall be trained by the contractor.

Competency of the Operators and Drivers of HEMM and machinery shall be evaluated by a Evaluation Board constituted by the Mine management in accordance with Coal Mines. Regulation 2017 and its amendment thereof before their actual deployment in the mine. Such evaluation shall be done through a specified SOP.

- xiv) Contractor shall ensure that the competent persons authorized by Mine Manager are deployed as in-charge(s) of his machines, vehicles, equipment, HEMMS etc., and shall ensure that before commencing work these are in proper & safe working order. In respect of electrical machinery, machine-parts, plant, work-shop etc, such competent person shall be an engineer or electrician holding qualifications as specified in Central Electricity Authority (Measure relating to Safety and Electric Supply) Regulation, 2010 and amendments thereof. These authorized competent person(s) shall record the result of such checking & examination in bound paged book(s) kept for the purpose, which shall be verified by the authorized representative(s) of Engineer-In-Charge of this contract.
- xv) Contractor shall ensure Group Insurance for all employees for a minimum coverage of Rs. 15 Lakhs or any amount revised from time to time.

- xvi) Contractor shall ensure that working hours for his employees comply with relevant sections of Mines Act 1952 amended from time to time and amendments thereof.
- xvii) Contractor shall ensure the arrangements for reporting work related injuries and diseases, ill health and incidents among his workers while performing work in the mine. Contractor shall submit list of all accidents and analysis thereof.
- xviii) Contractor's workers shall not remain unattended in the mine and or working face. Breakdown of machinery in mine shall be attended by competent supervisor of the contractor.

2. Safety requirement for equipment, vehicles and machinery:

- i) All equipment shall be provided with adequate safety features as per relevant statutes and instructions thereunder communicated from time to time. The operator's seat should be ergonomically designed Operator's cabin shall be air-conditioned and substantially strong to protect operator from dust, heat and noise and flying object protection Contractor shall ensure that all equipment and vehicles deployed by him shall have Audio Visual Alarm (AVA), rear view camera, proximity detection and warning device, additional warning system for operator's fatigue, rear vision system, efficient brakes, turbo charger guard, front and rear light, speed retarder, Semi/AFDSS, Seat belt & its reminder system, Dump body Stabilizers, Auto Dipping Cabin guard extension etc. to conform to the relevant statute.
- ii) Contractor shall deploy only those equipment, HEMM, trucks, tippers, vans and vehicles etc. in the mine which are designed so as to afford the respective operator a clear and uninterrupted vision all around while in operation.
- iii) Contractor shall ensure that all these machineries which are used in ne shall be fitted with such safety features or devices as stipulated in the Gazette notification no. G.S.R. 987(E) issued on dated 01.10.2018, its amendments and related DGMS Circulars Issued from to time. Contractor shall also ensure that the fitment of safety features with minimum design requirements as mentioned in the DGMS Circular no. 06 of 2020 dated 27.02.2020, are provided and maintained in safe working order in respect of the machineries
- iv) The transport vehicles shall have limiting speed device and load indicator and recorder. These shall be incorporated with AVA with sound level 5-20% higher than ambient noise level. The AVA should be of IP-67 compliant. Vehicles shall be fitted with Antiskid and Tail end protection system.
- v) In surface miner shall have automatic water sprinkling arrangement and suitable fire fighting arrangements.
- vi) Contractor shall ensure that truck mounted drill machines designed for tube well drilling for sources of water shall not be used and only proper type of blast hole drill machine, especially designed for mining purpose, shall be used in the mine. All drills shall be fitted with portable fire extinguisher and wet drilling system shall be functional when deployed in drilling operation.

- vii) Contractor shall ensure that all machinery and plant used in connection with this contract are of good design, sound construction, and suitable material, adequate strength, free from patent defect and are properly maintained. Contractor shall ensure that no person except an engineer or other competent person under his supervision shall undertake any work on such machinery, plant and workshop jobs in which technical knowledge or experience is required.
- viii) Contractor shall ensure that only such fitters or mechanics possessing driver's or operator's license, shall be deployed in mine to carry out test-run of such machineries deployed by him.
- (ix) Contractor shall ensure that no person other than the operator or any person so authorized in writing by the mines manager shall be allowed to ride on heavy earth moving machinery deployed in connection with this contract.

3. Road Worthiness of Vehicle:

- i) Contractor shall provide roadworthy transport vehicle / pick-up van for movement of his maintenance crews and operators of equipment, machine, vehicles. These vehicles shall have limiting speed device and recorder. These vehicles and all other maintenance & Service Van vehicles deployed by the contractor shall be fitted with standard safety features required by the relevant statute All such vehicles shall maintain carry (a) RC Book, (b) Valid Insurance, (c) Valid Pollution Clearance Certificate (d) Valid Fitness Certificate, (e) Operation Manual & Maintenance Manual, (1) Any other requirement as per RTO.
- ii) The Contractor shall ensure regular checking, maintenance, and repair of all vehicles and equipment as per best industry practice and keep them in good working condition. Record of such activities shall be maintained in a logbook and kept in operator's custody, which shall always be available for inspection by EIC or his representative. In case of deficiency, EIC shall have the right to prohibit deployment of such vehicle/equipment.
- 4. In case of non-compliance of safety and health requirements as per statutes & provisions of this contract, Code of Practices, Traffic Rules. Standard operating Procedures, instructions given by Engineer- in-Charge/Mine Manager site incharge(s) etc., the following sanctions and penalties shall be applicable on the contractor:
 - i) The authorized mine officials shall have the right to stop the work related to this contract whenever a risk of bodily injury is apparent and to suspend the related operation until the necessary remedies have been put in place. They shall have the right to send out of the mine any such person or machine which infringes or attempt to infringe any provision of the Mine Act- 1952 amended from time to time, Rules, Regulations, by-laws or any order made thereunder, or fails to carry out the direction given with regards to safety. Il any dangerous condition & operation in the work place of the contractor is observed by the mine official, he shall withdraw all persons from this place and fence off the site till the danger has been removed.

- ii) Representatives authorized by the Contractor for the management & supervision of the work in the mine shall be liable for punitive disciplinary action by the contractor actions, in case of noncompliance of provisions related to discipline, safety & health in connection with the men, machineries, activities of this contract.
- iii) In case of repeated violations involving non- compliances of provisions related to discipline, safely and health of men and machineries deployed by the contractor, the Engineer-In-Charge shall have the right to suspend the related work, activities, men, machines, etc. In such cases, the company through its Engineer-In-Charge shall levy the compensation from the contractor's bills for the losses incurred by the company on account of such suspensions.
- iv) Recurrence of same violation more than (three) times shall be construed as repeated violation. The penalty on account of loss of work due to such violation or actions thereafter, shall be 5% (five percent) of the value of work for the period of loss. The value of work per hour shall be derived from the contract value excluding GST by dividing it with contract period in hours, as per LoA/ Work Order

The compensation such levied shall not be refunded. The aggregate of such compensation levied shall be limited to 2% (two percent) of the total contract value and shall be apart from other penalties as applicable under clause No.4.19.1. The shortfall in quantity due to suspended work as mentioned above shall not be included in the quantity accounted for shortfall penalty.

SPECIAL TERMS AND CONDITIONS OF CONTRACT

- 1. SCOPE OF WORK: The scope of work for the Contractor shall include procurement of new Side Discharge Loaders (SDL) / suitable intermediate technology / conveying or transportation system and machinery, other ancillary equipments and machineries / systems, etc., fabrication, construction, structural, mechanical, electrical and instrumentation facilities, transportation, insurance, loading/ unloading, storing and material control, construction of temporary facilities, painting, insulation, fire proofing, inspection, testing, pre-commissioning, commissioning in addition to existing coal conveying, material hauling, pumping, hydraulic sand stowing, electrical system and other machinery, facilities, systems, etc. of underground mine and thereafter operating and maintaining the same for a contract period of 9 (nine) years for coal extraction / production of 21 lakh tonne from Patansaongi Underground Mine, Nagpur Area of WCL on hiring basis in accordance with the detailed provisions of the Bidding Documents.
- 1.1 The Contractor shall make arrangements for production of coal by Development & Depillaring (including hydraulic sand stowing/ any other DGMS approved suitable UG void filling methodology) by deployment of sufficient Nos of suitable capacity new Side Discharge Loaders (SDL) / any other suitable intermediate technology with conveyor belt combination and addition or installation of required facilities / systems including Operation and Maintenance of all system (s) / facilities of underground mine at Patansaongi UG Mine, Nagpur Area of WCL to produce the minimum guaranteed coal production as per NIT & transport the coal from various working faces of the District through Belt conveyor system. The loaded coal shall be transported to the surface CHP through no. of trunk belts and main belts installed in underground including no. of strata/in-seam Bunkers belowground.
- 1.2 The successful bidder shall get conducted scientific study (if required) for obtaining DGMS permission for deployment of intermediate technology with suitable capacity SDLs and conveyor belt combination or any other suitable technology in the above mine and strata monitoring required by DGMS.
- 1.3 In addition to existing conveying system, Contractor shall procure, install, commission, operate and maintain the additional coal conveying system of sufficient capacity matching with production targets including electrical and other ancillaries and transport the coal produced from underground seam workings by loading on belt conveyors to surface CHP.
- 1.4 In addition to existing facilities / systems / ancillary machines, etc. the Contractor shall procure, install, commission, operate and maintain all other associated ancillary machinery required for coal production and transportation, roof and sides supporting material, lighting arrangements along coal transport route, white washing, stone dusting, water-spraying, haulages route, travelling roads, pumping arrangement in the mine, coursing of ventilation up to working faces of the concerned district, roof monitoring equipment and required communication system

in all the working areas.

- 1.5 The Contractor shall make his own arrangement for lowering of plant & machinery / equipments from surface to underground and vice versa. WCL shall indicate the way of transport route for lowering / marching of the equipments/machineries etc. However, the clearing of obstacles en-route etc. to the extent necessary during lowering/marching of the equipments /machineries etc. shall be in the scope of Contractor.
- 1.6 The Contractor shall deploy the plant & machineries / equipments of safe & proven technology of desired capacity for successful achievement of targeted coal production. The Contractor shall ensure and procure all kinds of spares and consumables required to repair, operate and maintain the equipment in good condition along the materials required for supporting the roof and sides during the contract period.
- 1.7 The Contractors shall obtain necessary permissions / approvals from Director General of Mines Safety (DGMS), Dhanbad, India for new Plant & Machinery / equipments and goods to be used / deployed under this contract for use in coal mines at his own cost, well before starting the coal production. Any addition/alteration suggested by DGMS while approving for deployment of P&M / equipments and goods shall be undertaken by the Contractor.
- 1.8 The Contractor shall procure all the required supporting materials and support the roof and sides suitably in accordance with Strata Control and Management Plan (SCAMP) under the provisions of Coal Mines Regulations 2017 (CMR 2017) and updated thereof, DGMS permission and as per the directions of WCL authorities.
- 1.9 The method of extraction involves development of property in panel system in Seam-V/Seam-IVM/Seam-IVB and depillaring of developed pillars with hydraulic sand stowing/ any other DGMS approved suitable UG void filling methodology in Seam-II.

The hydraulic sand stowing in Seam-II shall be under Contractors scope for which the sand shall be transported from Sand Ghat (Kanhan River at Silewara lease hold boundary) located at distance of 14.19 km from the mine. The availability of sand from these Sand Ghats shall be ensured by WCL and the royalty and applicable taxes to be paid to Govt. shall be the responsibility of WCL.

The arrangements for required number of tippers / trucks for loading and transportation of sand from Sand Ghat to Patansaongi UG Mine, stacking of sand and transport to sand bunker(s), maintenance of sand bunker(s), associated belts and further stowing shall be the responsibility of the Contractor.

However, if the Contractor desire to fill the UG voids other than Sand stowing (as approved by DGMS), then, the entire cost of UG void filling (including scientific study, DGMS permission, material cost, transportation/handling, manpower etc) shall be borne by Contractor.

1.10 The Contractor shall prepare Annual Operation Plan for achieving minimum guaranteed coal production as per NIT by incorporating month-wise coal production. The operational plan and panel wise sequence of extraction shall be

implemented with the approval S&C Dept. and Production Dept. of WCL. Any change in Annual Operational Plan during the course of implementation, shall be executed with Competent Approval of WCL.

The Contractor at all the time during the contract period shall maintain the same ratio of coal production from Development and Depillaring as mentioned in the Annual Production Plan (APP). However, the coal production from depillaring shall not be less than the annual coal production mentioned in the NIT.

1.11 With respect to the scope of the work, the Contractor shall also undertake its obligations relating to fulfillment of statutory requirements and other related activities in accordance with the Bidding Documents.

2. OBLIGATIONS OF CONTRACTOR

- 2.1 The Contractor shall perform all the activities mentioned under scope of work at Clause No.1.1 of Special Terms and Conditions of Contract (above and elsewhere in this tender document) along with all other activities to produce the minimum guaranteed coal production during the contract period of 9 (nine) years and extended thereof as per terms and conditions of contract.
- 2.2 The successful bidder (Contractor) after issue of LoA and before bringing the plant & machinery / equipments / cutting & loading equipment or any other equipment shall be allowed to take up the works as a preparatory arrangement. Details like route map for the transport of equipment, plans/sections with roadway dimensions shall be provided. However, before bidding, the bidders are advised to visit the site and assess the scope of work with prior intimation and permission from the Mine Authority.
- 2.3 The Contractor shall produce minimum guaranteed coal production without violating any provisions of Coal Mines related Acts, Laws, Rules and Regulations for safety.
- 2.4 The successful bidder shall arrange 100% financing for this proposed hiring work. WCL shall pay only hiring charges (Rupees per Metric Tonne) for the quantity of coal produced and delivered to WCL.
- 2.5 **DRIVAGE IN STONE (DRIFTS) DUE TO FAULTS AND GEOLOGICAL DISTURBANCES**: Drivage in stone may be required for the reasons like change in geo-mining conditions, faults, thinning down of the working seam; change over in working section/seam etc., The Contractor shall have to arrange for drivage of required dimensions of Drifts across faults and other geological; disturbances shall be done by the successful bidder with assured rate of advance per day as 01 metre/day as decided by mine authorities by blasting or any other method.

For this job, payment shall be made separately as per last awarded rate prevailing at the Mine / Area of WCL 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.

Drivage in stone bands due to encountering of geological disturbances at face will

not be considered for separate payment. Only full face stone drivage of known faults/dyke will be paid separately. During the process of drivage across faults/dyke/intrusion/geological disturbances etc. any material obtained other than coal shall be separately removed / disposed without mixing with coal by the successful bidder, at a place as indicated by Engineer In-charge.

2.6 COAL EVACUATION SYSTEM:

a) The evacuation and transportation of coal through existing belt conveyors or with new installation of belts and installation and fabrication of any UG bunker from various faces in underground is in the scope of Contractor. The Contractor shall ensure that the coal produced from various faces shall be loaded over belts by deploying SDLs, or with suitable technology by using a series of belt conveyors of adequate capacity.

The existing Conveying system shall be handed over to the Contractor for its operation and maintenance during the contract period with terms and conditions as set out in Clause No.2.19 of Special Terms and Conditions of Contract.

- b) Installation, operation, repairs and maintenance of necessary haulages, electricals and other equipments including arrangement of required spares shall be the responsibility of the Contractor. WCL will provide technical guidance for installation of haulages, if required.
- c) The coal evacuation from surface bunkers by facilitating opening of chute(s) in order to load into vehicles is the under the scope of WCL. In case of any problem in evacuation of coal from the surface bunker / CHP, WCL opts not to take delivery of Coal and instructs the Contractor in writing to stock the Coal otherwise available for delivery, at the Coal Depot (the "Undelivered Coal"), then subject to and in accordance with the terms of this Agreement, it is hereby clarified that no handling & re-handling charge is payable by WCL to the Contractor and the cost of such handling & re-handling of the Undelivered Coal shall be deemed to be included in the Hiring Charge.
- 2.7 PUMPING & DRAINAGE: Pumping, drainage & management of water within the working panels in all the seams and at the faces to intermediate, to the main sump and to surface is under the scope of the Contractor. Face pump & main pumps including pipe range installation for dewatering in all the four seams and stowing, operation, providing of manpower and maintenance shall be done by the Contractor.

Arrangements for supply of required quantity of water for equipment working and dust suppression etc. in UG working from surface shall be under scope of the Contractor.

The entire water pumping system of underground shall be handed over to the Contractor for its repair, operation and maintenance during the contract period with terms and conditions as set out in Clause No.2.19 of Special Terms and Conditions of Contract.

2.8 **POWER**: WCL will provide electrical power free of cost for use in underground

mine for activities for production of coal and at surface. The installation, operation and maintenance of electrical system from the point of supply of electricity by WCL till operation point (All electrical switches and subsequent electrical like GEB, starters etc.) in addition to existing electrical system shall be under the scope of Contractor. The maintenance, modification, replacement, rectification if any, in any power circuits used for operation of equipments for extraction of coal and subsequent transportation system or any other electrical system of underground mine shall be under scope of the Contractor.

The entire existing electrical system of underground shall be handed over to the Contractor for its repair, operation and maintenance during the contract period with terms and conditions as set out in Clause No.2.19 of Special Terms and Conditions of Contract

- 2.9 **LIGHTING**: Provision of lighting as per the standards specified by the DGMS and as per the CMR 2017 at all locations as per statute/permission within the panel and along coal transportation route, haulage roadways and travelling roadways shall be the responsibility of Contractor.
- 2.10 MEN TRANSPORT: The operation and maintenance (keeping the equipment in working order) of the Chair-Lift Man Riding system (under installation) from surface to Seam-II working shall be the responsibility of Contractor in line with OEM Guidelines.

The Chair-Lift Man Riding system shall be handed over to the Contractor for its repair, operation and maintenance in line with OEM Guidelines during the contract period with terms and conditions as set out in Clause No.2.19 of Special Terms and Conditions of Contract

2.11 MATERIAL TRANSPORT:

- a) The existing facilities for material transport from the surface of the mine to the proposed working seam can be utilized by the Contractor. It is the responsibility of the Contractor to transport material from surface to the working areas by installing required no of haulages periodically with the progress of workings. The existing transport facilities (set ups) from surface to UG shall be handed over to Contractor for its operation and maintenance during the contract period.
- b) However, handling of material on surface, loading, unloading etc. and the material transport within the panel shall be in the scope of the Contractor.
- c) The erection of new haulages along with electrical, extension of track line, works related to preparation of new Districts with the progress of workings as per statute shall be in the scope of the Contractor.

The existing haulage system of underground shall be handed over to the Contractor for its repair, operation and maintenance during the contract period with terms and conditions as set out in Clause No.2.19 of Special Terms and Conditions of Contract

2.12 ISOLATION STOPPINGS/ FIRE STOPPINGS:

- a) Providing preparatory stoppings, Isolation Stoppings, Fire Stoppings, Ventilation stoppings Air crossing(wherever required) around the working panels as per the standards specified by the DGMS authorities and sealing off the panel after completing the extraction are in the scope of the Contractor. The Contractor shall arrange for cutting and construction of the isolation stoppings as per the statute.
- b) The Contractor shall procure all the required materials like cement, bricks, metal, sand etc. required for the construction of such preparatory/ isolation/ fire stoppings etc. The Contractor shall also maintain, monitor, repair, maintain records and replace the same.

The payment on such jobs performed by the contractor shall be made separately as per last awarded rate prevailing at the Mine / Area of WCL. 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 item rate.

2.13 **VENTILATION**:

- a) WCL shall supply required quantity of air as per the statute at the mine entries. The required arrangements for coursing of air within the panel and also during development up-to the faces as per statute shall be the responsibility of the Contractor.
- b) The Operation, maintenance and monitoring of already installed operated Main Mechanical ventilator along with Stand-by MMV at Surface will be the responsibility of WCL.
- c) The required arrangements for coursing of air i.e. construction of ventilation stoppings, installation of auxiliary fans, arrangement of suitable flexible ducting's, Air Crossings and Other ventilation devices during development working and depillaring working is in the scope of the Contractor.
- d) Preparation, Procurement of required materials, chipping and Construction of fire seals, Preparatory Stoppings, Isolation stoppings, air crossings (wherever required) etc. and their maintenance, as per statute, within depillaring panels including provision of auxiliary fans etc., shall be the responsibility of the Contractor. All the ventilation devices including isolation stoppings /fire seals that are required to be constructed, operated and maintained shall be as per the prescribed standards of Coal Mines Regulations 2017 and in accordance to the stipulations of DGMS.
- e) Safety precautions against fire, explosion, gases, inundation, dust, roof and side fall etc. and its controlling measures whenever required within the underground workings is in the scope of the Contractor.
- f) The Contractor shall make arrangements for suppression and dealing of fire/spontaneous heating as per the directives of DGMS in case of occurrence of fire due to any reason in the mine.

The existing ventilation, sectionalisation stoppings, isolation stoppings and all the ventilation devices of underground shall be handed over to the Contractor for its repair, operation and maintenance during the contract period with terms and conditions as set out in Clause No.2.19 of Special Terms and Conditions of Contract.

2.14 PREVENTION OF CONTAMINATION OF COAL WITH FOREIGN MATERIAL:

The Contractor at all the time during extraction of coal shall take necessary steps to prevent contamination of coal with foreign/extraneous materials and ensure coal production as per declared grade of this mine from time to time.

2.15 **SUPERVISION**: WCL shall undertake the statutory supervision of the mine. However, Contractor shall appoint competent personnel pursuant to the requirements of the Mines in consultation with WCL.

2.16 **SAFETY MANAGEMENT PLAN (SMP):**

- a) Contractor shall be responsible for Implementation & monitoring of the Safety Management Plan (SMP) as formulated by Mine Manager under the supervision of WCL authorities including all additional requirements as per the instructions of DGMS authorities from time to time.
- b) Contractor shall ensure compliance of all the applicable provisions of CMR 2017 in general and in particular Reg.38 (General responsibilities of supplier, manufacturer and designer) & Reg.39 (Responsibilities of Contractor). Environment means all gases and environment conditions as required under CMR 2017.
- c) The precautions against danger from fire, dust, gas and water as per CMR 2017 (and updated thereof) shall be the joint responsibility of WCL management and the Contractor to ensure safe working conditions in the mine. If any dangerous incidences occur in the mine, the Contractor shall follow the instructions of the mine management to rectify and bring it to normalcy at his own cost.
- d) The establishment, shifting and maintenance of various stations such as fire fighting, reserve stations, First Aid stations, rest shelters, air monitoring stations etc. in working panels / mine shall be provided by the Contractor as per statutes.
- e) The Contractor shall provide & maintain all necessary monitoring equipments (like Flame Safety Lamps, Multi gas detectors, Anemometers, etc.) as required under statutes and permissions for safe operation of working/mine.
- 2.17 MANAGEMENT IN EMERGENCIES: In case of any eventualities arising out of the emergencies due to spontaneous heating, fires, explosions, inundations, etc. during mining operation in the entire mine within the contract period, the Contractor shall bear such cost to establish normalcy in the mine and to comply with all instructions given by WCL Authorities and the Officials of DGMS. However, if required, WCL will extend their available Mines Rescue Services free of cost.

If any dangerous incidences occur due to default of Contractor, then any damages to the man, machine and system of WCL shall be recovered from the Contractor. If such incidences are beyond the control of Contractor and WCL, which prevent or hindering to carry out the obligations under contract shall be considered as events of force majeure and shall be dealt as per Clause No.6.7 Force Majeure of Conditions of Contract. However, decision of WCL will be the final on such incidences and the same shall be binding to the Contractor.

2.18 **TRAINING**: Training/Re-training as per statute shall be provided to all contractual personnel including (unskilled, semi-skilled, skilled and highly skilled) and all competent persons.

2.19 O&M OF MACHINERY / EXISTING FACILITIES /SYSTEMS AND ITS HANDOVER:

UNDERGROUND:

The existing coal transport / conveying system, pumping system, material haulage transport system, Chair-Lift Man Riding system, Hydraulic Sand Stowing System, all electrical system and other all underground facilities / systems etc. which are not under the scope of WCL as per provisions of bidding document shall be handed over to the Contractor. The Contractor shall repair, replace, operate & maintain the same as per industrial standards with his own cost during the contract period.

After completion of contract period, the Contractor shall handover to WCL, the entire coal transport / conveying system, pumping system, material haulage transport system, Chair-Lift Man Riding system, Hydraulic Sand Stowing System, all electrical system and other all underground facilities / systems etc. (as earlier handed over by WCL as per provisions of contract) along with equipments / systems / facilities of fixed in Nature / Fixed Assets (other than the Moveable Assets) developed or built during the contract period by the Contractor, related engineering data, drawings, manuals and approvals in good working condition without any monetary claim.

However, all Moveable Assets such as cutting, drilling & bolting machines, roof testing / monitoring instruments and loading machineries deployed in the mine by the Contractor during contract period shall be the property of Contractor and the same shall be withdrawn by the Contractor at his own cost from the mine after completion of contract.

If required, condition survey shall be conducted by WCL for ensuring the good working condition of all the systems as mentioned above. In case any abnormality, correction, overhauling, repair, replace & maintenance are required after condition survey, the same shall be corrected, repaired or replaced by the Contractor with his own cost.

SURFACE: The existing surface facilities such as work-shop, Cap-lamp room, Haulage room, Surface CHP including belt-line, stowing plant, Black smithy shop, carpentry shop, etc. which is not under the scope of WCL as per provisions of Bidding document shall be handed over to the Contractor. The Contractor shall

repair, replace, operate & maintain the same with his own cost during the contract period.

After completion of contract period, Contractor shall handover the same to WCL in good working condition without any monetary claim. If required, condition survey shall be conducted by WCL for ensuring the good working condition of all the systems as mentioned above. In case any abnormality, correction, overhauling, repair, replace & maintenance are required after condition survey, the same shall be corrected, repaired or replaced by the Contractor with his own cost.

- **3. OBLIGATIONS OF OWNER**: During the Contract period, WCL shall own the following obligations.
- 3.1 WCL shall make the Mine Site available and hand over the all existing system / facilities of underground to the Successful bidder and shall carry out the surface activities such as operation & maintenance of main sub-station of the mine, Operation and maintenance of Main Mechanical Ventilator including Standby MMV and Fan house, weighment of coal and its dispatch, surface water supply arrangements, administrative buildings, colony maintenance, management & administration 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.
- 3.2 WCL will provide electrical power at one point through separate meter from existing Sub-Station of the Mine. The Operation and Maintenance of Surface Sub-Station shall be the responsibility of WCL. The distribution of electrical power at different voltage levels and further Repair, Operation & maintenance of electrical power system within the underground mines for operation of existing facilities/systems and new Plant & Machinery, etc. shall be the responsibility of Contractor. The consumption of electrical power shall be free of cost.
- 3.3 The Contractor shall deliver the coal at surface CHP, where WCL take its delivery for further weighment and dispatch. However, the operation and maintenance of CHP/Surface Bunker shall be responsibility of Contractor.
- 3.4 The weightment of coal shall be done in existing electronic weigh bridge of the Mine. The Repair, Operation & maintenance of electronic weigh bridge shall be done by WCL. However, Contractor may depute his representative during weighment and calibration.
- 3.5 WCL shall provide suitable space on the surface to Contractor for construction of the store during the contract period free of cost. Contractor shall make appropriate arrangement for proper storage of consumables, spares and assemblies etc.
- 3.6 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 free of cost.
- 3.7 Potable Water for Contractor's workers will be provided by WCL at one point on the surface free of cost.

- 3.8 WCL shall provide manpower for statutory supervision of various faces operations and monitoring of support being carried out by the Contractor.
- 4. PAYMENT OF PRICE VARIATION: if the price of wages, consumables, spares, etc. increases or decreases, the contractor shall be compensated for such increase or recoveries shall be made from the dues of the contractor for such decrease as per provisions detailed below (for the relevant period) and the amount of the contract shall accordingly be varied, subject to the condition that such compensation/recovery for variation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of the contract without any penal action. If the contract is to be extended beyond the stipulated period for completion of the work due to fault on the part of the contractor, escalation on prices should not be allowed further However, during the extended period (beyond the stipulated period) of work due to fault on the part of contractor, recoveries shall be effected as per applicable price variation clause.
- 4.1 The base date shall be the 10th day, prior to the last date on which the tenders were stipulated to be received (including the last date of submission of bid as mentioned in the NIT prior to revision, if any) for working out such **price variation.**
- 4.2 The compensation of Price variation shall be worked out at monthly intervals and shall be with respect to the work done during the previous month. The first such payment shall be made at the end of one month after the month (excluding) in which the tender was accepted and thereafter at monthly interval.

4.3 **Price Variation**

- 4.3.1 The Hiring Charge ("Base Hiring Charge") per metric tonne of coal produced & delivered to Employer (WCL) shall be quoted by the Bidder in INR only. Payment under contractual obligation shall be made to the successful bidder only for coal produced & delivered to Employer (WCL).
- 4.3.2 Total contract period will be of 09 (Nine) years as indicated in the NIT. For payment to the successful bidder, the Base Hiring Charge per metric tonne of coal produced & delivered to Employer (WCL) shall be subject to variation on monthly basis as follows:

Revised Hiring Charge/Te = (0.55 X Base Hiring Charge /Te) + (0.30 X Base Hiring Charge /Te X WPI_N/WPI_O) + (0.15 X Base Hiring Charge /Te X CPI_N/CPI_O)

 $WPI_N = Wholesale Price Index for industrial machinery published by the Ministry of Commerce and Industry, Government of India for the category 'mining/quarrying/metallurgical machinery/parts' for the month prior to Billing month.$

 WPI_O = Whole sale Price Index for industrial machinery published by the Ministry of Commerce and Industry, Government of India for the category 'mining/quarrying/metallurgical machinery/parts' for the month of submission of Bid.

 CPI_N = Consumer Price Index for Industrial workers as declared by Labour Bureau, Government of India for the month prior to billing month.

CPI_O = Consumer Price Index for Industrial workers as declared by Labour Bureau, Government of India for the month of submission of Bid.

5. OTHER TERMS & CONDITIONS OF CONTRACT:

5.1 TOTAL RESERVES TO BE EXTRACTED: The extractable coal reserves under this contract agreement shall be 21.0 lakh tonne with contract period of 9 (Nine) years, @ 2.5 lakh tonne/year from second to nine year and 1.0LT coal during 1st year. The seam wise estimated reserves during development and depillaring and Annual Production Plan (APP) are furnished below.

Estimated Coal Reserves

S.No	Seam	Coal Reserves to be extracted by bidder as perAAP (Lakh Te)	Remarks
1	Seam- V/IVM/IVB	10.50	Development working
2	Seam-II		Depillaring with hydraulic sand stowing
	Total	21.00	

Annual Production Plan (APP):

	Minimum Guaranteed Production (In Metric Tonne)					
Production Year	Production (Development)	Production (Depillaring)	Production (Total)			
1	50,000	50,000	1,00,000			
2	1,25,000	1,25,000	2,50,000			
3	1,25,000	1,25,000	2,50,000			
4	1,25,000	1,25,000	2,50,000			
5	1,25,000	1,25,000	2,50,000			

6	1,25,000	1,25,000	2,50,000
7	1,25,000	1,25,000	2,50,000
8	1,25,000	1,25,000	2,50,000
9	1,25,000	1,25,000	2,50,000
Total	10,50,000	10,50,000	21,00,000

The Contractor at all the time during the contract period shall maintain the same ratio of coal production from Development and Depillaring as mentioned in the APP. However, the coal production from depillaring shall not be lower than the APP tabulated above.

In case, any operating working panel in coal seams becomes in-operative due to any technical / safety reasons whatsoever, the Contractor shall be allowed to produce such quantity from the another operative coal seam.

The Contractor shall plan and execute the work as soon as possible,in the other working seams of mine as offered by WCL without any extra cost to WCL with same terms and conditions of this contract.

Explosives: Supply of explosives, detonators and related materials and accessories will be made by WCL free of cost. The quantity to be issued shall be to the extent as per established norms for such work.

The Contractor shall have to submit necessary programme before drilling with proper blasting pattern for taking up blasting work whenever necessary to Management well in advance for uninterrupted progress of work.

The services of statutory supervisory personnel as required for the work will be provided as and when considered necessary by WCL free of cost. Blasting shall be done by WCL with necessary manpower support from the Contractor.

MINE PROFILE & GEO-MINING CONDITIONS

1. GENERAL INFORMATION

LOCATION OF THE MINE

Patansaongi UG Mine is located in Kamptee - Silewara Coalfield under the administrative control of Nagpur Area of the WCL, in Nagpur District of Maharashtra State. Patansaongi UG Mine is around 4 km south west of Pipla UG Mine.

The present leasehold area of Patansaongi UG Mine is 409.17 hectares and the area proposed for coal production will be within the lease hold area itself. Patansaongi UG Mine falls in Kamptee - Silewara Coalfield. The Patansaongi UG Mine boundary is delineated in the plans appended with this profile as follows:

North: Fault F12-F12, barrier against railway line and incrop of coal seams South: 15m barrier line from Kolar River and Fault F6-F6

East: Arbitrary line joining borehole nos. NCKMT-118, 119 and 83 and extending upto fault F12-F12 in the north and F5-F5 in the south

West: Fault F1-F1 Patansaongi UG Mine is bounded by

Latitude : 21° 17' 30" N to 21° 20' 00" N Longitude : 79° 01' 00" E to 79° 04' 00" E

MINE ACCESSIBILITY

Nearest Airport : Nagpur at a distance of about 40 km

Nearest Railway Station : Patansaongi at a distance of around 2 km Approach by

Road 1 km from NH-47 towards North East

Nearest Seaport : Vishakhapatnam and Mumbai at a distance

of about 780 km and 825 km respectively.

HISTORY OF THE MINE / PROJECT

Patansaongi UG Mine was formally opened on 16th November 1976 and the mine started producing coal in March 1978. The method of mining proposed was Bord and Pillar with pillar extraction in conjunction with hydraulic sand stowing. The technology proposed for the mine was blasting-off-the-solids and manual loading onto coal tubs. Face gate and trunk transport upto Incline bottomwas proposed by haulages and a belt conveyor was proposed in Incline No. 8. Roof bolting machines were proposed for installing roof bolts for support.

With the passage of time and to avoid manual drudgery, piece rated loaders were replaced by SDLs which initially loaded onto coal tubs. Subsequently, the coal tubs and haulages were replaced by pony, gate and trunk belts and use of haulages and tubs/ trolleys is now restricted to material transport only. Due to steep gradient of 1 in 3.9, the virgin areas in all seams have been developed in apparent dip direction by making rhombus pillars. In apparent dip direction the gradient is around 1 in 4.5.

At present, coal is being prepared by blasting-off-the-solids and loaded by SDLs on to pony belt conveyors. Entire coal transport is by belt conveyors. During the last 5 years the mine has produced around 65000 tonnes per annum. Due to the presence of water bearing Kamthi formation, Seam-V has been developed along the floor and development height is around 2.50m. Around 2.00 m coal is left in the roof to serve as umbrella against Kamthi formation. Seam-IV(B) & IV(M)has also been developed along the floor taking full thickness. Seam-II has been developed along the roof up to a height of 2.8m and the floor coal is extracted during depillaring by floor dinting.

Patansaongi UG Mine is a present day operating mine.

COMMUNICATION FACILITIES AVAILABLE:

The mine is well connected by both road and rail. The mine is approachable from NH 47 (1 km) which in turn connected to Nagpur (35 km) via Dahegaon on Chhindwara Road. Patansaongi railway station is at a distance of around 2 km respectively under South-Eastern Railway from the mine.

CLIMATE

The area is characterized by Tropical Climate. The climate is generally hot and dry with day temperature ranging from 15° C to as high as 47° C but winters (November to February) are generally pleasant. The annual rainfall in the area varies from 900mm to 1500mm. The monsoon starts from middle of June and continues through September.

TOPOGRAPHY AND DRAINAGE

The area is generally very flat with elevation ranging between 295m and 302m above MSL. The entire area is covered under a thick cover of alluvium known as "Detrital Mantle". The upper part of alluvium consists of black cotton soil, which being hygroscopic, becomes extremely slushy and muddy when wet. The drainage of the area is mainly controlled by Kolar River which flows in west to east direction in southern part of the mine. There are a number of small nallas which discharge their water into the Kolar River. The HFL of nalla flowing by the side of inclines is 297.00m. The HFL of Kolar River in this locality is 296.00m.

STATUS OF MINING LEASE

Lease-hold area

The present leasehold of Patansaongi U/G Mine is 409.17 hectares approximately.

Land use pattern

The land acquisition status under different heads in the Leasehold Area is given as follows:

SI. No.	Type of Land	Area (in ha)
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1	Tenancy Land	375.00
2	Forest Land	0.00
3	Government Land	0.00
4	Acquired Land of WCL (Tenancy Land)	34.17
	TOTAL	409.17

As per the approved EMP, the total leasehold area of Patansaongi UG Mine is 410 ha out of which 35 ha was acquired under Surface Rights. The EMP was approved in 2010. Subsequently, 0.83 ha land along NH 47 was transferred to Central Govt. for widening of NH 47.

2. GEOLOGY

GEOLOGY OF THE COALFIELD:

The coalfield is essentially a concealed coalfield under a thick cover of alluvium called "Detrital Mantle". The stratigraphic sequence established on the basis of borehole data from NCDC and Department of Geology & Mining (Maharashtra) is given in the following table.

Age	Formations	Lithology	Range of Thickness (m)
Middle Permian	Moturs	Variegated clays, chloritic sandstones, grey shale and thin bands of coal	250.00 –300.00
Lower Permian	Barakars	Light Grey felspathic sandstones, grits, grey shale, carbonaceous shaleand coal seams	270.00–300.00 (Geo-physical Evidences)
Upper Carboniferous	Talchirs	Greenish fine grained shaly sandstone, calcareous and greenish shales	>350.00 (Geo- physical Evidences)
		UNCONFORMITY	
Archean	Metamorphic s		
Sub recent to recent	Detrital Mantle (Alluvium)	Top black cotton soil, medium to coarse grained sand, clay bands, boulders.	25.00 – 35.00
		UNCONFORMITY	
ferru grain		Hard quartzitic sandstone with ferruginous bands, fine to medium grained sandstone. Occasional clay bands.	50.00 – 100.00
		OVERLAP	

GEOLOGY OF THE AREA UNDER CONSIDERATION:-

The area is covered by thick cover of alluvium called "Detrital Mantle". The maximum and minimum elevation being 301.73m to 292.83m respectively above M.S.L. The general geological succession has been proven by sub-surface details as obtain by boreholes drilled from time to time. Summarized on the basis of boreholes data, the lithological formations present in the area underconsideration has been furnished in the table below:

Age	Formations	Lithology	Range of
			Thickness (m)
		Black cotton soil, medium to coarse	3.05 - 62.50
Recent	Alluvium	grained sand, clay bands, boulders	(generally30m)
		UNCONFORMITY	
Upper	Kamthis	Hard quartzitic sandstone with	
Permian		ferruginous bands, fine to medium	4.45 - 38.12
		grained sandstone.	
		OVERLAP	
Middle	Moturs	Clays, chloritic sandstones, grey shale	5.05 – 166.85
Permian		bands and thin bands of coal	
		Upper - Medium to coarse grained	
		sandstone	60.00 - 80.00
Lower		Middle – Contains all	100.00 –
Lower Permian	Barakars	the five	120.00
Perman	Barakars	important workable coal	
		seams/sections	
		Lower - Contains a number of thin	70.00 - 100.00
		coal bands, though completely not	
		devoid of coal seams	
Upper		Greenish fine grained	Not
Carboniferous	Talchirs	shaly	encountered
		sandstone, calcareous and greenish	
		shales	

The individual formations are described as below:

a) ALLUVIUM

The alluvium is of sub-recent to recent origin and consists of black cotton soil, medium to coarse sand with boulders of metamorphic rock and basalt. The thickness of the alluvium ranges from 3.05m to 62.50m but is usually between 25m and 35m. The upper part of the alluvium consists of black cotton soil which being hygroscopic, becomes extremely slushy and muddyand as a result, the communication is rendered extremely difficult during monsoon season. The alluvium is the main source of underground water in this area.

The sand beds of the alluvium form the acquifers. So far no artesian condition has been reported and the horizon is in hydraulic continuity.

b) KAMTHIS

This is the youngest formation of the Lower Gondwanas and is regarded as equivalent to 'Raniganj' formation of Damodar Valley. Kamthis are however, completely devoid of coal. Fairly large exposures are met around Babulkhera south of Kolar River but in the present block only a small exposure of sandstone occurs about 1 km ENE old Patansaongi village. The formation, wherever exposed, has been found to be horizontal whereas the lower members dip at angles of 10⁰ to 15⁰. Kamthis though being the youngest formation in this area do not occupy the central part of the basin, on the contrary occur at different places within the basin.

c) MOTURS

Motures consists mainly of thick clay horizons displaying a variety of colours from bright red to green and grey. Some of the individual clay beds are as thick as 15 m. These clay beds are more predominant in the upper portion of the formation compared to the lower portion which is more arenaceous. The clay beds are interspersed within a fairly thick sandstone horizon which is generally fine to medium grained. Moturs are completely devoid of any workable coal seams and are encountered immediately below the alluvium cover.

They are easily identified because of the clay beds so characteristic of thisformation. The Motur-Barakar contact lies about 60 - 80 m above Seam-V. The maximum thickness of Moturs so far encountered in the area is 166.85m in borehole NCKMT-112.

d) BARAKARS

The total thickness of Barakars is 270-300 m and is divided into three horizons, viz., Upper, Middle and Lower. The Upper Barakars is 60-80 m thick, do not contain any coal seam and lie immediately above Seam-V. The Middle Barakars is 100 -120 m thick and contain all the five importantworkable coal seams of the Kamptee Coalfield. The Lower Barakars start from the base of Seam –I of Middle Barakars and though completely not devoid of coal seams, contain a number of thin coal bands. The thickness of this horizon is 70 - 100 m.

The lithological details of the Barakars and the coal seams in the area are as follows:

Sub division	Lithology	Thickness	Remarks
Upper Barakars	Medium to coarse grained sandstone	60.00 - 80.00	
Middle	<u>Seam-V</u>	1.50 - 4.56	Considered
Barakars		(generally- 2.50 -	workable
		3.50)	
Parting	Predominantly	23.74 - 37.96	
	Sand stones		
	Seam IVT	0.40 -1.68	Not considered
		(generally-0.50 -1.00)	
Parting	Predominantlyshale/ carb. shale, coal bands and laminates	10.61 - 18.02	
	Seam-IVB	1.22 - 2.61	Workingseam
		(generally- 1.50 -	
		2.50)	

- ·	15	0.4.0.400.00	Г
Parting	Predominantly sand stones	24.34 - 29.92	
	Seam III	0.42 - 1.93	Not considered
	-	(mostly Unworkable)	
Parting	Predominantly Sand Stone	9.74 - 24.14	
	Seam II	2.10 - 6.62	Considered
		(generally- 3.50 -	workable in part of
		5.00)	area
Split	Top Split section	1.40-1.50	Considered
sections of			workable in limited
Seam II			area
	Middle Sect-ion	Unworkable	Not considered
	Bottom Split	1.14 - 2.14	Not considered
		(mostly un-workable)	
Parting	Generally Laminates	3.35 - 7.41	
	Seam IT	0.35 - 1.27	Not considered
		(mostly unworkable)	
Parting	Generally Laminates	3.52 – 6.32	
	Seam IB	0.22 - 1.31	Not considered
		Generally-	
		unworkable)	
Lower	Laminates, Sand stone,	70-100m.	
Barakars	Shale and thin coalbands		

It is seen from above table that while five coal horizons are present in the Middle Barakars, Seam II and III have been found to be unworkable in the major part of the area and Seam –I and Seam-IVT are entirely unworkable. It has also been found that in the coalfield there is a progressive reduction in the thickness of individual seams when traced from east to west. Seam- II which is found as one composite seam in Silewara area has been found in split sections in the major part of Patansaongi Block. The overall thickness also seems to have reduced.

a) TALCHIRS

Talchirs lie unconformably over metamorphics. Their thickness is nearly 350 m. They have not been touched in any of the boreholes.

b) METAMORPHICS

Metamorphics form the basement but are not exposed anywhere in Patansaongiblock.

c) EXPLORATION STATUS

d) This area was taken-up for regional drilling by the Directorate of Geology and Mining, Government of Maharashtra, which proved the existence of the five set of seams as

encountered in the Silewara and Kamptee Blocks.

Detailed drilling operation in Patansaongi Block was taken up by NCDC in September, 1971. NCDC drilled 40 boreholes covering a total of 6915.26 m. In addition, 3 regional boreholes drilled by D.G.M., Maharashtra are also located within the area covering a total of 779.73 m. Thus Patansaongi UG Mine was planned considering the data of 43 boreholes with a cumulative meterage of 7694.99m of drilling in an area around 3 km².

DIP AND STRIKE

The strike and dip of the beds have been evaluated from the stratum contours and present mine working. It is found that the beds strike in E-W to ESE-WNW direction and dip towards S to SSW. The gradient is mostly 1 in 4 except in NE part of the area, where it is 1 in 6 to 1 in 7.

a. INCROP / OUTCROP OF COAL SEAM (S)

As per the available plans and data, no coal seam incrop / subcrop in the proposed leasehold boundary.

COAL SEAMS

The sequence of Coal Seams with their thicknesses is as follows:

Seam / Seam	Seam Thickness	GCV	Average	Remarks
section	(m)	(k.Cal/kg)	Grade	
V	1.50 - 4.56	4460-4750	G9	Workable Section
IVT	*	*	*	Unworkable Seam section
IVM	2.70 – 3.00	*	G9	Workable Seam section
IVB	1.22 – 2.61	5070-5445	G9	Workable Seam section
III	0.42 – 1.93			Unworkable Seam
II	2.10 – 6.62	5235-5915	G9	Workable Seam

^{* -} In Patansaongi U/G Mine, Seam Section - IVT, has not attained workable thickness and is <1.5m thick. In the GR for Patansaongi block, Seam-IVM has not been delineated as a section. This section is composed of alternate bands of coal and carb. shale. This section has been delineated by Mine Authorities as a horizon 5 to 6 m above the roof of Seam-IVB. In this section, the coal component is reported to be 66% of the total thickness.

DESCRIPTION OF COAL SEAMS IN THE MINING AREA:

The mining area in Patansaongi U/G Mine is having four workable seams/ sections namely Seam-V, Seam-IVM, Seam-IVB and Seam-II in the descending order. The mine was opened with two inclines and an airshaft. Seam section- IVT, Seam-III, Seam Section-IT and Seam Section-IB are unworkable owing to less thickness and less reserves. In the GR for Patansaongi block, Seam-IVM has not been delineated as a section. This section is composed of alternate bands of coal and carb. shale. This section has been delineated by Mine Authorities as a horizon 5 to 6 m above the roof of Seam-IVB.

Seam-V is having a thickness of 1.50m to 4.56m. This seam has been developed in the rise side of mine area but is virgin on the dip side.

Seam-IVM is having a thickness of 2.70m to 3.00m. Maximum development has been carried out in this seam because of its good roof. Some virgin area is available in this seam. The seam has been partly depillared. The parting between Seam-V and IV(M) Seam is 32-35.0m.

Seam-IVB is having a thickness of 1.22m to 2.61m. This seam section too is partly developed and partly depillared. The parting between Seam IV(M) and IV(B) is 5-6.0m.

The balance depillaring reserves have been estimated in the pillars which are standing in this seam section.

Seam-II is having a thickness of 2.10m to 6.62m. This seam behaves as a composite seam in 50% of the mine area and splits into top and bottom sections in the remaining part of mine area. This seam has the best quality coal and goodroof condition. In the workable area, this seam has been fully developed and partly depillared. The parting between IV(B) and Seam-II varies from 40-45m

Faults:

The Patansaongi Block and a part of Zone-3 have been affected by faulting. The faults have been deciphered on the basis of floor contours drawn for the various—seams and their presence in actual workings of Seam –IVB. In all 11 faults have been deciphered in this area. Of all these faults, two faults F2-F2 & F3-F3 are strike faults, three fault F1-F1, F5-F5 and F12-F12 are dip faults and the rest are oblique faults. While F2-F2 is a major fault having a throw of nearly 20-30 meters, the throw of other faults varies between 5 and 15 meters only.

The two strike faults F2-F2 and F3-F3 are located almost in the middle of the property. These two strike faults hade against each other as a result a narrow horst block has been formed almost in the middle of the property.

The eastern & north eastern part of the area exhibits presence of minor faults/slips as encountered in present workings of Patansaongi UG Mine.

Intrusives:

The Kamptee-Silewara Coalfield in general and Patansaongi Expansion area in particulars is free from any igneous intrusives as evidenced from the mining activities as well as the drilling operations conducted.

Other geological disturbances:

Occurrence of minor faults and other geological disturbances cannot be ruledout.

Immediate roof and floor of coal seam(s):

Immediate Roof and Floor strata of Seam-V, Seam-IVM, Seam-IVB and Seam-II in Patansaongi UG Mine area is as under:

SEAM-V:

a) Roof: Sandstone / Carb. Shale

b) Floor: Shale / Carb. Shale

SEAM-IVM:

a) Roof: Shale / Carb. Shaleb) Floor: Shale / Carb. Shale

SEAM-IVB:

a) Roof: Shale / Carb. Shale

b) Floor: Sandstone/ Alternate Shale & Sandstone

SEAM-II:

a) Roof: Sandstone

b) Floor: Shale/ Sandstone

PROXIMATE & ULTIMATE ANALYSIS

The Proximate Analysis results on 60% RH and at 40°C in is given in the following table:

Seam / Section	Thickness (m)	Ash (%)	Moisture (%)	UHV (k. Cal/kg)	GCV (k. Cal/kg)	Grade
V	1.50 - 4.56	27.20 – 33.70	6.30 – 7.80	2004 - 3963	4460 - 4750	E to F
IVB	1.22 – 2.61	27.60 – 30.10	6.60 – 8.40	3343 - 5052	5070 - 5445	C to E
II	2.10 - 6.62	16.70 – 23.30	7.10 – 8.30	4062- 5528	5235 - 5915	C to D

OTHER TEST AND ANALYSIS

IDT, Hemispherical Point, Flow Point and Hardgroove Grindability Index have been determined for the coal seams in Patansaongi block. The results are tabulated as under:

Seam / Section	IDT (°C)	Hemispherical Point	FlowPoint	HGI
V	1300 to over 1400	Over 1400	Over 1400	80
IVB	1240 to 1340	1380 to 1410	1390 to over 1400	49 to 54
II	1290 to 1350	1380 to over 1400	Over 1400	48

b. <u>COAL RESERVE</u>

Patansaongi UG Mine is producing coal since March 1978. Four coal seams/ sections, namely, Seam-IVM, Seam-IVB and Seam-II are being exploited in the mine. Of these seam sections, the extent of development is the maximum in Seam-IVM. Seam-IVM is also partly depillared. Seam-II has developed workable thickness only in half of the mining area. Virgin areas are available in Seam-V, Seam-IVM and Seam-IVB. The balance extractable reserves in Patansaongi UG Mine have been estimated taking into account the restrictions imposed by DGMS, incubation period of coal seams, the latest depillaring permission and mining conditions in vogue.

The minimum balance Extractable Reserves in the Four Workable Seams/ Sections as on 01.04.2023 are as under-

Seam	Standing on Pillars	Virgin	Total Extractable Reserves
V	1.627	1.758	3.385
IVB	1.0	0.90	1.90
II	1.287	Nil	1.287
IVM	2.73	2.0	4.73
Total	6.644	4.658	11.302

Fig in MT

GEO-MINING CHARACTERISTICS

Gassiness of coal seam(s):

Degree of gassiness of all the workable seams in Patansaongi U/G Mine is Degree - I.

Water regime:

Hydro-geological studies have not been carried out for Patansaongi UG Mine. The make of water in the mine is 3000 GPM during dry season and 3300 GPM during monsoon season. The installed pumping capacity at the mine is 5000 GPM. Six nos. pumps are discharging water on the surface. In the last three years, total production has come from development so there is no addition of water below ground due to hydraulic sand stowing. The required pumping capacity at the mine is 5500 GPM.

Incubation period of coal seam(s):

As per the depillaring permission given by DGMS, the panel size has to be so fixed that the extraction of pillars has to be completed within 24 months. Being a stowing mine, incubation period has not been determined. Crossing Point temperature of Seam-II and Seam-IVM is 135°C and 147°C respectively.

Cavability of coal seams:

Data of cavability characteristics of coal seams is not available. Experience at nearby Saoner UG Project shows that the roof of all coal seams / sections is easily cavable.

c. Important surface features

- a. Incline No. 7 & 8
- b. Airshaft
- c. Sadbhavna Nagar (Patansaongi WCL Colony), Old WCL Colony
- d. Service Buildings
- e. 66 kV OHT Line
- f. Patansaongi Minor Irrigation Canal
- g. NH 47
- h. Aerial Ropeway
- i. Seasonal Nallas
- j. Kolar River
- k. BG railway line of South Eastern Railway
- Stowing Plants
- m. ROPlant, etc.

d. MAJOR CONSTRAINTS

Surface Constraints

- a) Entire infrastructure and service and office buildings of Patansaongi UGMine are located over coal bearing area within the mining lease area.
- b) NH 47, Approach Road, 66 kV OHT Power Line, Minor Irrigation Canal, Seasonal Nallas and Aerial Ropeway etc are passing through the Mine area.

Underground Constraints

- c) Gradient of coal seams is very steep, 1 in 3.9.
- d) All the workable seams/ sections are geologically disturbed with a number of minor faults, cleats, slips etc. crisscrossing the area. Five faults form the boundaries of the mine.
- e) Seam-V is overlain by water bearing Kamthi formation. Experience shows that drilling in Seam-V has to be done very cautiously to prevent puncturing of Kamthi formation. In case the Kamthi formation gets punctured, incessant and difficult to control flow of water starts. Due to this reason, Seam-V has been developed along the floor leaving around 2.00m coal against the roof to serve as umbrella against the Kamthi formation.
- f) The pillars in all the workable seams are standing since long time and some galleries are water logged.
- g) In Patansaongi U/G Mine, Seam -IVB has not been worked since 2007. Part of

the workings in this seam are water logged. Now development working from Western side patch of main Dip(2 DE Belt Line) has been started in IVB Seam.

- h) The dip side working in IV(M) is water logged which required to be dewatered for development working towards dip side in IV(B)
- i) BG railway line of South Eastern Railway is passing over the northern part of the mine. Developed galleries in Seam-IVB below the railway acquired land are required to be kept supported and available for inspection by Railway Authorities at all times. If the galleries are not required the area should be filledwith non-combustible material and sealed.
- j) Inspite of sufficient depth, development and extraction of coal seams below NH47 and Kolar River may be permitted by DGMS with stringent conditions.
- k) Patansaongi UG Mine has a history of underground fire. First instance of fire occurred on 11th March 2006 in Panel-A of Seam-II in second shift. Symptoms of spontaneous heating were detected at 12L/30D goaf edge. This fire was sealed on 12th March 2006 in second shift. Panel-A was under extraction for 1 year, 10 months and 21 days. The said area was completely sand stowed and isolated. Regular air sample analysis shows that there is no symptom of spontaneous heating.

While extracting Panel-C2 in Seam-II, which is located on the rise side of Panel-A, the stoppings in the barrier pillars breached leading to spontaneous heating. The symptoms of spontaneous heating were detected at 34D/6L in Panel-C2 in first shift on 18th November 2019. The affected area was sealed on 19th November 2019 in second shift. Now,the opening of sealed off Panel was done with the permission of DGMS and sub-Panelling work has been completed by construction of No. of Isolation stoppings along affected area as per compliance of DGMS in order to grant permission for coal extraction from C-2A Panel.

e. <u>PRESENT STATUS</u>

MINE ENTRIES & DRIFTS:

Patansaongi UG Mine is having three mine entries i.e., two inclines and one airshaft which are shown in the following table:

SI. No.	Entry	Length/ Depth (m)	Cross- section (m x m)	Gradient	Purpose
1.	Incline No. 7	235	3.50 x2.30	1 in 4.0	Main intake and haulage roadway.
2.	Incline No. 8	371	3.50 x2.30	1 in 4.0	Travelling roadway, Main intake and Belt Conveyor roadway
3.	Airshaft	47.50	4.0 m Ф	Vertical	Main return airway.
	Drift from		3.20 x2.30		For belt conveyor
4.	Seam-IVB to	400		1 in 4	TB2

	Seam-II				
5.	Drift from Seam-IVM to Seam-V	100	3.60 x2.30	1 in 4	For 17Rise belt conveyor
6.	Drift from Seam-IVB to Seam-III	270	4.80 x2.30	1 in 4	For belt conveyor
7.	Drift from Seam-III to Seam-II	30	4.80 x2.30	1 in 4	For belt conveyor

Five no. of strata bunkers have been constructed at different locations in the mine to feed the belt conveyors. Total capacity of these bunkers is reported as 620 tonnes.

MINING METHOD

In the four workable coal seams/ sections of Patansaongi U/G Mine, Semi- Mechanized Bord & Pillar method of mining has been adopted. The blasted coal is lifted by deploying SDL machines and loaded on belt conveyors. Development has been done in Seam-V, Seam-IVM, Seam-IVB and Seam-II .Depillaring in conjunction with hydraulic sand stowing has also been done partially in all three seams except in Seam-V.

STATUS OF MINING

Date of opening and start of production of Patansaongi U/G Mine are 16th November 1976 and March 1978 respectively. The mine is in operation as on date. The status (development & depillaring) of workable seams in Patansaongi U/G Mine are mentioned in the below given table:

SI. No.	Name of Seam	Status
1	Seam-V	Partly developed. Major area is virgin. Seam has been developed along the floor leaving around 2.00m coal against roof to serve as umbrella against the water bearing Kamthi formation. RMR — 31.5.Presently,development working is in progress with SDLs on rise side of Seam-V. The size of pillar formed is 25mx25m,rhombus shape with ave. gallery dimension of 3.6m ht. width and 2.5m ht.
2	Seam-IVM	Partly developed and depillared. Seam has been developed along the floor maintaining a parting of 5 to 6m with Seam-IVB.RMR - 47
3	Seam-IVB	Partly developed and depillared. Seam has been developed along the floor in contiguity with Seam-IVM taking full thickness RMR - 52.
4	Seam-II	Fully developed and depillared. Seam has developed workable thickness in nearly 50% of the mine area only. This seam has been developed along the roof and floor coal is extracted by dinting during depillaring. The seam has best quality coal among the four seams. RMR – 47.50

INFRASTRUCTURE AVAILABLE

Land:

The present leasehold area of Patansaongi U/G Mine is 409.17 hectares. The land acquisition status in the Leasehold Area is 34.17 ha tenancy land acquired by WCL under Surface Rights and Mining Rights and 375 ha tenancy land acquired under only Mining Rights.

Roads and culverts:

Patansaongi U/G Mine is located nearly 1 km from NH 47 around 35 km from Nagpur. The mine and mine entries are well connected by a pucca road of WCL connecting from Incline No. 7 & 8 to NH 47. The mine is having a proper network of service roads.

PLANTS AND MACHINERY

The Plant and Machinery available at Patansaongi UG Mine is tabulated as under:

ELECTRICAL& MINING EQUIPMENT:

Equipment	Location	Rating
Transformer	Surface	1600 kVA
Transformer	Surface	1600 kVA
Transformer	Surface	500 kVA
Transformer	Surface	400 kVA
Transformer	Surface	250 kVA
VCB	Surface	200 A
VCB	Surface	100 A
OCB	Surface	100 A
OCB	Surface	300 A
OCB	Surface	250 A
OCB	Surface	300 A
OCB	Surface	250 A
OCB	Surface	200 A
OCB	Surface	100 A
OCB	Surface	50 A
OCB	Surface	300 A
OCB	Surface	150 A
VCB	IV(B) 4D/4L	200 A
ACB		300 A
VCB		200 A
VCB		200 A
TRANSFORMER		315 kVA
VCB	V 2D/10L	200 A
VCB		100 A
VCB	V 10L/17R	100 A
TRANSFORMER		315 kVA
TRANSFORMER		315 kVA
VCB	IV(M) 13L/18D	100 A
TRANSFORMER		315 kVA
TRANSFORMER		315 kVA

VOD	1////// 4 OD /001	200.4	
VCB	IV(M) 19D/23L	200 A	
VCB	II 0D/3L	200 A	
VCB		200 A	
VCB		100 A	
TRANSFORMER		315 kVA	
VCB	II 10L/5D	200 A	
TRANSFORMER		315 kVA	
VCB	II 14D/6L	200 A	
VCB		150 A	
VCB		100 A	
TRANSFORMER		315 kVA	
GEB SDL	V AND II	100 A	
STARTERS	V	100 A	
	V	200 A	
	V	50 A	
	V	200 A	
	V	100 A	
	V	3.3 A	
	V	100 A	
	V	100 A	
DRILL PANEL	V		
AUX FAN	V		
	M	3.3 A	
		100 A	
	II	200 A	
		3.3 A	
		3.3 A	
ACB (6 nos.)	V	200 A	
ACB (6 nos.)	II	200 A	
EIMCO SDL	V	2 Nos. (Shall be withdrawn on award of	
	-	work)	
SIMPLEX SDL	V	2 Nos. Being transferred to other mines	
WEIGHBRIDGE	Surface	1 No.(50 Te.)	
MMV	Surface	2 Nos.	
		AF-90-5200 Cub.m/min(operating),PV-	
		200-3600 Cub.m/min(Stand by)	
		Capacity.	
L	·		

PUMPS:

MAKE	kW	HEAD (m)	CAPACITY (GPM)
MLA III	55	69	500
RKB 125/27	140	69	500
RKB 125/27	150	69	500
MLA V	90	80	500
RKB 150/34	236	184	1000
RKB 150/34	236	184	1000
RKB IV STAGE	236	124	1000
MAXFLOW 6 STAGE	180	124	1000
RKB 125/27	236	210	500

MLA II	37	50	500
MLA III	55	75	500
MLA III	55	75	500

BELT CONVEYORS:

Belts	Seam	Size	Length	Gradient	Power (kW)
TB 1	Incline No. 8	1000 mm	380 m	1 in 4	135
TB 2	Drift IV(B) to II	1000 mm	230 m	1 in 4	110
7 Level	IV(M)	800 mm	510 m	Level	110
17 Rise	Drift IV(M) to V	800 mm	100 m	1 in 4	22
11 Level	V	800 mm	20 m	level	15
18 Rise	V	800 mm	90 m	1 in 4	22
8 Level	V	800 mm	450 m	level	110
34 Dip	V	800 mm	190 m	1 in 4	47
13 level	V	800 mm	275 m	level	37
45 Dip	V	800 mm	90 m	1 in 4	22
45 Dip(Link	V	800 mm	40 m	1 in 4	22
Belt)					
16 level	V	800 mm	90 m	level	47
1st Drift	Drift IV(B) to III	1000 mm	270 m	1 in 4	90
2nd Drift	Drift III to II	800 mm	130 m	1 in 4	47
LINK	II	800 mm	50 m	1 in 4	22
GB 1	II	800 mm	400 m	level	90
GB 2	II	800 mm	250 m	level	50
28 Dip	II	800 mm	90 m	1 in 4	22
6 Level	II	800 mm	160	level	22
7 Level	IVB	800 mm	125	level	37

HAULAGES:

Haulage	Place	Make	Seam	Status	Power (kW)
Direct	Surface	Rana	Surface	Running	55
Direct	4 Rise	Usha Kiran	IV(B)	Running	55
Direct	Drift IV(B) to V	Old drum	V	Running	37
direct	14 D		V	Idle	37
Direct	5D		V	Running	37
Direct	11 L		V	Running	37
Direct	17 R		V	Running	37
Direct	17 D		IV(M)	Idle	37
Direct	18 R		IV(M)	Running	37
Endless	14 L		IV(M)	Idle	55
Direct	Bhura		IV(M)	Idle	90
Endless	3Dip		IV(M)	Idle	55
Endless	3 L		II	Running	55
Direct	6 D		II	Running	37
Direct	14 D		II	Running	37
Endless	4 L/ 14 D		II	Idle	NIL
Direct	29 D		II	Running	37

WORKSHOP EQUIPMENT:

Machine	Voltage	Status	Make
Drill	440 V	In use	VEEKAY
Lathe	440 V	In use	LEADING ENGG
Lathe	440 V	In use	SUPER PRISE
Lathe	440 V	B/D	OLD
Shaper M/c	440 V	In use	R K PRODUCT
Shaper M/c	440 V	B/D	OLD
Cutter	440 V	B/D	OLD

POWER SUPPLY AND DISTRIBUTION

The source of power is the MSETCL substation at Bhagimari which is located around 30 km from the mine. From Bhagimari substation also, power is supplied at 11 kV to Patansaongi UG Mine. This feeder is the main source of power.

2 x 1.6MVA + 0.5 MVA, 11/3.3 kV substation is in operation at the mine.

COAL HANDLING PLANT

The CHP at Patansaongi UG Mine consists of a 2 x 100 tonne overhead truck loading hopper and a 50 tonne road weighbridge. Coal is transported by truck to Saoner BG siding located at a distance of around 29.25 km.

RAILWAY SIDING

Railway Siding doesn't exist in Patansaongi U/G Mine. Coal is dispatched through Saoner BG Siding.

PRESENT PUMPING SYSTEM

The make of water in the mine is 3000 GPM during dry season and 3300 GPM during monsoon season. The installed pumping capacity at the mine is 5500 GPM. Six nos. pumps are discharging water on the surface.

In the last three years, total production has come from development so there is no addition of water below ground due to hydraulic sand stowing. The required pumping capacity at the mine is 5500 GPM. The details of main pumps available at the mine as listed below:

MAKE	kW	HEAD (m)	CAPACITY (GPM)
MLA III	55	69	500
RKB 125/27	140	69	500
RKB 125/27	150	69	500
MLA V	90	80	500
RKB 150/34	236	184	1000

RKB 150/34	236	184	1000
RKB IV STAGE	236	124	1000
MAXFLOW 6 STAGE	180	124	1000
RKB 125/27	236	210	500
MLA II	37	50	500
MLA III	55	75	500
MLA III	55	75	500

STOWING ARRANGEMENT

S. No.	Particulars	Capacity	Dia.	Length	Depth (m)
1	Sand Unloading Bunker	50 Cum	NA	NA	NA
2	Overhead Bunker	50 Cum	NA	NA	NA
3	Belt Conveyor	NA	NA	80 m	NA
4	Stowing Borehole	400	6"	131 m	NA
		Cum			
5	Stowing Borehole	200 cum	4"	131 m	NA
6	Stowing range			510 m	190 m
7	Sand is collected and transported from Kanhan River at Sillewara lease hold Boundary from a distance of 14.19 KM from mine.				

MAN RIDING ARRANGEMENT

A chairlift type man riding system has been procured for Patansaongi UG Mine. This system shall transport personnel over a length of around 712 m from surface to Seam-II through Incline No. 7 and two nos. drifts. There will be two nos. right angle bends in the path of Man Rider. Development work, such as, widening and heightening of galleries and foundation for man rider drive unit is in progress.

PRODUCTION FROM PATANSAONGI U/G MINE

Patansaongi UG Mine is an operating mine and the production of last 5 years istabulated as under:

S. No.	Financial Year	Production (t)

1.	2018-19	70045
2.	2019-20	69445
3.	2020-21	63225
4.	2021-22	53518
5.	2022-23	37142

AVERAGE GRADE OF COAL

The declared grade of coal from Patansaongi UG Mine for FY 2023-34 is as under:

Seam	Type of Declaration	STEAM	SLACK	ROM/CR.ROM
V	Composite Grade declared on			
IV(M)	00Hrs of 01.04.2022	G-8	G-9	G-9
II				
IV(B)	As Per PR	Grade D UHV 4578 k.Cal/Kg		578 k.Cal/Kg

The seam-wise grade is tabulated as under:

S. No.	Seam / Section	GCV Band
1.	V	G9
2.	IVM	G9
3.	IVB	G9
4.	II	G9

f. PROPOSED HIRING

The proposed hiring broadly comprises deployment of 08 nos of SDL / suitable equipments with conveyor belt combination and drilling blasting technology with average daily production of 383 Te from development districts in three Seams IVB,IVM & Seam-V and 383 Te from Seam II depillaring section with hydraulic sand stowing as per layout detailed in the mine plan including Operation and maintenance of all existing system (s) of underground mine and addition or installation of required facilities / systems for achieving the targeted production of 766 tonnes per day @ 1.0 LT/yr during 1st year and 2.5 lakh ton

per year from 2nd year onward with contract period of 9 (nine) years having total coal production of 21.0 LTe.during 09 years as mentioned in NIT.

ANNEXURE-A

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

(To be Accepted as per NIT)

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 OR to act as specified in the NIT.

ANNEXURE-B

Format to deploy matching equipment on Letter head of bidder.

(To be filled by the Bidders).

I/We,			Proprietor/Partner/Leg	ıal
Attorney/director/	Accredited	Representative		•
We are submitting Notice No			against B 	₿id
We hereby confirr capacity as per NIT.	n that we shall dep	loy matching equ	ipment etc. of require	ed
			Signature of the Bidde	er.
DatedS		,	joint venture/ Consortius sortium shall be required	

ANNEXURE-C

PROFORMA FOR UNDERTAKING TO BE ACCEPTED UNCONDITIONALLY BY BIDDER'S (ON BIDDER'S LETTER HEAD) FOR GENUINENESS OF THE INFORMATION FURNISHED ONLINE, AUTHENTICITY OF THE DOCUMENTS AND REGARDING RELATIVES AS EMPLOYEES OF COMPANY UPLOADED ONLINE IN SUPPORT OF HIS ELIGIBILITY

FORMAT OF UNDERTAKING

I / We,, Proprietor/Partner/member/Legal Attorney/Director/Accredited Representative of M/S, solemnly declare that:
1. I/We am/are submitting Bid for the workagainst NIT No/Tender ID
2.(i) "Myself/ Our Partners/ members / Directors don't has/ have any relative as employee of Coal India Limited/ Subsidiary. OR
The details of relatives of Myself/ Our Partners/ members / Directors working as employee of
a Name of the employee b Place of posting c Department d Designation e Type of relation- Wife/Husband/Father/Step-Father/Mother/Step- other/Son/Step-Son/Son's wife/Daughter/Daughter's Husband/ Brother/Step- other/Sister/Step-Sister.
(ii)That the firm/company
(iii) That the firm/ company
(iv) That, if it is reported and proved that the firm/ company has engage any child

Patnsaoungi UG Mine Page 141

contract.

labour, then the firm/ company undertakes to pay the penalty as imposed and / or to comply with any other direction issued by WCL as per the terms and conditions of the

- 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 have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time.
- 8. I/We do not have business relationship with any other participating Bidders, directly or through common third parties, that puts us in a position to have access to information about or influence on the bid of another Bidder, or
- 9. I/We or any of my/our affiliate has/have not participated as consultant in the preparation of the design or technical specification of the contract that is the subject of the bid.
- 10.Certificate regarding compliance to order no. F.7/10/2021- PPD dt 23/02/2023 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries I/we have read the Clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries; I/we certify that I am/ we are not from such a country or, if from such a country, has/have been registered with the Competent Authority and will not sub-contract any work to a Contractor from such countries unless such Contractor is registered with the Competent Authority. I hereby certify that I/we fulfil all requirements in this regard and I am/ we are eligible to be considered (Where applicable, evidence of Competent Authority shall be attached).

We hereby confirm that we shall deploy matching equipment of required capacity as per NIT either owned or through hiring.

11. 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.

12. I/We have not been debarred, banned or delisted by any Govt., or Quasi Govt.
Agencies or PSUs(In case of JV/ Consortium, all members are covered).
Or

I / Wehave been debarred, banned by the organization named "_____" for a period of...... year/s, effective from

to member(s)).	(in case of JV/ Consortium, name(s) of the JV/ Consortium	
Proprietor/ partrum Directors don't Transportation	er/ member/ legal Attorney/Director/ Accredited representative of M/s, solemnly declare that Myself / Our Partners/ members / las / have any work in washing of coal as washery operator and / o of coal to washery in(Name of Area(s) of	r
14. We, of by the relevant parbitration.	(Name of Partners of Partnership Firm/Joint Venture), partne (Name of Partnership Firm/Joint Venture) hereby consent to ab rovisions of General Terms and Conditions of CMM/MCEW pertaining to case of Partnership firm/Joint Venture)	ide
15. I/we abide t document.	ne Code of Integrity for Public Procurement (CIPP) as given in the tende	r
in any country.	nave any previous transgression of CIPP in last three years with any ent	·
Code of Integrity	peen debarred by(name of procuring entity) for violation of for Public Procurement (CIPP), for a period of year/s, to to	F
department may including terminate	ation and document submitted is found to be false/ incorrect at any time cancel my/our Bid and action as deemed fit may be taken against me/u tion of the contract, forfeiture of all dues including Earnest Money and firm and all partners of the firm as per the tender document.	
Dated Signature of all I	Signature of the Bidd In case of JV/ Consortium	

ANNEXURE - D

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
onday 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 Firs
Part and M/s Chief Executive
Officer (hereinafter called the "BIDDER/Seller/Contractor" which expression shall mear
and include, unless the context otherwise requires, his successors and permitted assigns
of the Second Part.

WHEREAS the BUYER proposes to execute(Name of the work) and the BIDDER/Seller is willing to offer/has offered the Services and

WHEREAS the BIDDER is a private company / public company / Government undertaking/ partnership/ proprietorship/ Joint Venture/Consortium constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/ Department of the Govt. of India/ PSU performing its functions on behalf of the President of India.

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 complete the desired work 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

- (1)The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
- a. 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.

- b. 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.
- c. Principal will exclude from the process all known prejudiced persons.
- (2) 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)

- (1) 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.
- a. 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.
- b. 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.
- c. 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.
- d. 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. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" shall be as per the provisions at Annexure-A.
- e. 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.

- f. 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.
- (2) 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.

- (1)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 1 (One) Year and maximum of 2 (two) years.
- (2) 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)".
- (3) 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.
- (4) 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

- (1) 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.
- (2) 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

(1) 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.
- (2) 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 Debarment of firms from Bidding".

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

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-Contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) 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)/ Sub-Contractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub-Contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub-Contractor 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

- (1) 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.
- (2) 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
- (3) 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.
- (4) 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.
- (5) 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.

- (6) 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.
- (7) 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.
- (8) 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.
- (9) 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

- (1) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (2) If the Contractor is a partnership or Joint Venture (JV)/Consortium, this agreement must be signed by all partners or JV/CONSORTIUMmembers.
- (3) 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.
- (4) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (5) 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)

Annexure-1

Guidelines for Indian Agents for Foreign Supplier

1. Authorised Indian Agent of a foreign manufacturer or indigenous manufacturer is also eligible to quote on behalf of its principal against the tender, in case manufacturer as a matter of corporate policy does not quote directly. However, in such case, authorised Indian Agent shall have to upload scanned copy of tender specific Manufacturer's Authorization,—signed and stamped by the manufacturer to quote against the CIL Tender, indicating the Tender Reference No. and date along with the offer. The authorised Indian Agent is to upload scanned copies of details in respect of its organization along with the copies of document like certificate of incorporation / registration etc. alongwith the offer. The firm (Indian Agent) should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent.

In case an Indian Agent is participating in a tender on behalf of one manufacturer, it is not allowed to participate / quote on behalf of another manufacturer in this tender or in a parallel tender for the same item. Further, in a tender, either manufacturer can quote or its authorised Indian Agent can quote but both are not allowed to participate/ quote in the same tender. Also one manufacturer can authorise only one agent to quote in the same tender. All the bids, not quoted as per the above guidelines, will be rejected.

2. The Foreign manufacturer must indicate the name & address of its agent in India. It should also indicate the commission payable to them and the specific services rendered by them. The Indian Agency commission will be payable only on FOB prices of goods and it should be quoted as a percentage of the FOB price. In case, the foreign manufacturer does not have any Indian Agent, it should be clearly mentioned in the bid. In terms of Integrity Pact, the bidder has also to disclose all payments to agents, brokers or any other intermediaries. The amount of agency commission payable to Indian Agent should not exceed 5% or what is specified in agency agreement, whichever is lower.

In addition to above A certificate that no commission is payable by the principal supplier to any agent, broker or any other intermediary against this contract other than percentage as indicated in BOQ (not exciding 5% of FOB) of FOB value of the contract to Indian Agent. This certificate forms a part of letter of credit.

- 3. The payment of Indian Agency Commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency commission if any, payable shall have to be mentioned in the offer by the foreign manufacturer.
- 4. The following documents shall be submitted by the bidder in case of contract with foreign principals involving Indian agents:
 - i. Foreign principal's pro-forma invoice or any other authentic document indicating the commission payable to the Indian agent, nature of after sales service to be rendered by the Indian Agent and the precise

- relationship between the Principal and the Agent and their mutual interest
- ii. Copy of the agency agreement if any with the foreign principal stating the precise relationship between them and their mutual interest in the business.

However, if all the details given in Para – (i) are complied with, the requirement of submission of document mentioned at Para – (ii) may be waived.

5. Agency commission, if any, shall be paid in equivalent Indian Rupees.

ANNEXURE-E

PROFORMA OF JOINT VENTURE /CONSORTIUM AGREEMENT

•	ncerned state)	III
	Joint Venture /Consortium agreement is made on thisda	ay
	AMONGST / BETWEEN	
M/s	, having its registered Office at	
has	sented by Shri(Name and Designation) of M/sWh power of Attorney to enter into Joint Venture /Consortiu and	
_	all documents/ agreements on behalf of M/s (hereinafter referred)	to
	AND	
M/s	, having its registered Office at	
has	sented by Shri(Name and Designation) of M/swh power of Attorney to enter into Joint Venture /Consortiu and	
	all documents/agreements on behalf of M/s (hereinafter referred).	to
mea shall	xpressions M/sand M/sShall, wherever the context admit and include their respective legal representatives, successors-in-interest and assigns ar collectively be referred to as "Joint Venture /Consortium/Parties" and individually as "Joint Partner/Party".	nd
orde techi	REAS M/sand M/sagreed to form a Joint Venture /Consortium to join their forces to obtain best results from the combinations of their individual resources cal and management skill, finance and equipment for the benefit of the project and in order the Bid for the work of "	of
Com		of
"Join the e	Parties hereby enter into this Joint Venture /Consortium Agreement (hereinafter referred to a Venture /Consortium Agreement") to jointly prepare and submit the Bid for the Project and ent of securing the Project from the Employer, to execute the Project in accordance with the terms and conditions, to the satisfaction of the Principal Employer.	in
NO\ as fo	THEREFORE, the parties, in consideration of the mutual premises contained herein, agreems:	эе
1)	FORMATION AND TERMINATION OF THE JOINT VENTURE /CONSORTIUM.	
1	ne parties under this Agreement have decided to form a Joint Venture /Consortium to subme Bid for the above Project and execute the Contract with the Principal Employer for the oject, if qualified and awarded.	
	ne name and style of the Joint Venture /Consortium shall be "ereinafter called the "Joint Venture /Consortium").	"
b) .	ne Head Office of the Joint Venture /Consortium shall be located at ar	nd

the site office will be loca	ated at the site of the Project.	. All communication	regarding the project
will be made to	Telephone Nos		

- 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.
- 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.
 - The Joint Venture /Consortium fail to obtain qualification from the Employer.
 - The Contract for the Project is not awarded to the Joint Venture /Consortium. ii)
 - 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)	LI	EAD PARTNER.
	re be or th ar wi M SI	shall be the Lead Partner of the Joint Venture /Consortium and is esponsible for performing a key function in contract management. M/s
	 	In case of submission of bid in GeM portal: All Joint Venture/Consortium Partners M/s, M/s
3)	R Ea	All Joint Venture/Consortium Partners M/s, M/s, M/s
3)	R E th	All Joint Venture/Consortium Partners M/s
3)	RI Ea th of	All Joint Venture/Consortium Partners M/s

PARTICIPATION SHARE & WORK RESPONSIBILITIES. 4)

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

19.	M/s	. :	% (per cent)	(Lead Partner)
20.	M/s	:	% (per cent)	(Partner) and
21.	M/s	:	% (per cent)	(Partner)

- 21.1 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.
- 21.2 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 Prequalification 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

During the execution of work/service, the requirement of Working Capital shall be met individually or collectively by the JV/ Consortium partners.

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	
Signature	Signature
(Name & Postal Address)	(Name & Postal Address)
(Official Seal)	(Official Seal)
Place	Place
Date Date	

Witness	Witness
Signature	Signature
(Name & Postal Address)	(Name & Postal Address)
	Dated

ANNEXURE-G

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY

Tο

	Area General Manager, Area.
Re:	Bank Guarantee in respect of Contract No
ente calle Com	EREAS (Name and address of the Contractor) (herein after called "the Contractor") has ered into a contract made as per letter of acceptance
	It has been agreed that the Contractor shall furnish a Performance Security in the be of Bank Guarantee from a Schedule bank for a sum of Rs as security for due pliance and performance of the terms and conditions of the said contract.
of th	We (name of the Bank) having its branch/Office at have, at the request be Contractor, agreed to furnish this bank Guarantee by way of performance Security.

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.

NOW, THEREFORE, we the...... Bank (herein after called The Bank) hereby,

unconditionally and irrevocably, guarantees and affirms as follows:

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.

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 forebear 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 or 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.

* 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.....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**.

ANNEXURE-H

PROFORMA OF BANK GUARANTEE FOR RELEASE OF **RETENTION MONEY** FROM RUNNING BILL IN LIEU OF RECEIVING PAYMENT AGAINST THE SECURITY DEPOSIT ACCRUED ANNUALLY AS PER RELEVANT CLAUSE OF NIT

10
Western Coalfields Limited
Area
Re: Bank guarantee in respect of contract No
WHEREAS
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 Retentior 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 or 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 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

Patnsaoungi UG Mine Page 159

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

This Guarantee shall remain in force until the dues of the company in respect of the

the company and as the company may demand.

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 forebear 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 or 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.

* 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.

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**

ANNEXURE-I

MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT.

1. Name of t	he Bic	der :															
2.		ddres				of				ne				dder			:
																•••	
-	ail Id																
	anent																
Particular																	
Bank Name								Brar	nch N	lame							
Branch Place								Bran	nch C	ity							
Pin Code								Bran	nch C	ode							
MICR No.																	
(Digital Code n attach Xerox co Name and Cod	opy of	a che															<u>;</u>
RTGS CODE																	
Account Type		Sav	ings		•		Cu	rrent	,		Cas	sh Cre	edit				
Account																	
Number (as appearing																	
in the Cheque																	
Book.																	
4. Date from I her transaction is not hold Cor account to f RTGS transi scheme. Any Place: Date:	eby c s dela npany acilita fer. I a	leclar yed o resp te up	e thor no onsider	at the t effe ble. I on of discha	e par cted also reco	rticula for re unde ords f respo	ars g eason ertak for p onsib	given ns of e to a urpos pility e or su	inco advis se of expec ch e-	mple e an cred trans	te or y ch dit o of m	r inco ange f am ne as shall	orrect in th ount a pa be bo	infor e pai throu articip orne t	rticula ugh Sl ant ur	n. I sh rs of I BI Ne nder t	nall my et / the
Certified that	t partic																
	•								•								
Banker's Sta	ımp																
Date																	
	(5	Signa	ture	of the	e Autl	horise	ed of	ficial	from	the I	Banl	()					

ANNEXURE-J

(To be Accepted as per NIT)

1. 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 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
- 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.
- 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

https://gem.gov.in/ is an e-procurement portal of Gol.

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

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 tender published: to а 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 corrigendum publishing applicable. as → Special **Admonitions** For International 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 which reside. in vou → 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 LawTerms 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.

ANNEXURE-L

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:

- i. 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.
- ii. 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:

- i. A partner of bidder(in case of JV/ Consortium 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).
- **ii.** 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:

- I. 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.
- II. 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/ Consortium 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

* * *

ANNEXURE-M

(To be Accepted as per NIT).

\sim
U.

Tender Inviting Authority, Western Coalfields Limited, Nagpur

Subject: Settlement of dispute through Arbitration clause 4.13A of condition of contract.

Dear Sir,

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.

ANNEXURE - N

(To be Accepted as per NIT)

General Manager (CMC) WCL, Nagpur	
We all the partners of partnership firm / joint Venture / Consortium hereby submit consent of all the partners to the above clause .	written

Date:

To,

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.

<u>ANNEXURE – P</u>

PROFORMA FOR DECLARATION TOWARDS CODE OF INTEGRITY FOR PUBLIC PROCUREMENT TO BE ACCEPTED UNCONDITIONALLY BY BIDDER/S

(To be accepted in GTE)

То	
Tender Inviting Authority,	
Sub: Declaration towards CIPP by Bidde	r
Ref: NIT No.:	
Tender Id No:	
Dear Sir,	
	presentative, partner of
Procurement in respect to this conditions. 2. Without prejudice to and in addit penal provisions as per the bid Authority comes to a conclusion consultant/ service provider, directintegrity in competing for the cont as per the punitive actions recordinated and the contract is awarded to the conditions.	the conditions of Code of Integrity for Public contract as laid down in the General Terms and cion to the rights of the Procuring Entity to other I documents or contract, if the Tender Inviting that a (prospective) bidder/contractor/ Supplier/ctly or through an agent, has violated this code of ract or in executing a contract, actions deemed fit mmended in the tender document may be taken of me/us, I/we will submit a signed copy of Code of signed by All Partners/Authorized Signatory of the
(For & On behalf of the Principal)	(For & On behalf of Bidder/ Contractor)
(Office Seal)	(Office Seal)
Place Date Witness 1: (Name & Address)	Place Date Witness 2: (Name& Address)

Code of Integrity for Public Procurement (CIPP)

1. Introduction

Public procurement is perceived to be prone to corruption and ethical risks. To mitigate this, the officials of Procuring Entities involved in procurement and the bidders/ contractors must abide by the following Code of Integrity for Public Procurement (CIPP). All Procuring officials may be asked to submit sign declarations to this effect while processing PR on ERP of CIL. To implement it uniformly and mandatorily, this undertaking shall be in-built in the PR format in ERP of CIL. The bidders/ contractors should be asked to sign a declaration about abiding by a Code of Integrity for Public Procurement (including subcontractors engaged by them) during submission of bid, with a warning that, in case of any transgression of this code, it would be liable for punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

2. Code of Integrity for Public Procurement

Procuring authorities as well as bidders, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- i) "Corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) "Fraudulent practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract:
- "Anti-competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv) "Coercive practice": harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) "Conflict of interest": Participation by bidding firm or any of its affiliates that are either Involved in the consultancy contract to which this procurement is inked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an Intent to gain unfair advantage in the procurement process or for personal gain.

All such Bidders having a Conflict of Interest, shall be disqualified.

The Bidders shall comply the above provision of "Conflict of Interest" and an undertaking (Annexure – P) is to be accepted in GTE.

Earnest Money deposited by such defaulting Bidders shall be forfeited and they shall be debarred from participating in future tenders in concerned Subsidiary/CIL HQ for a period of 12(twelve) months from the date of issue of such letter. In case of JV/CONSORTIUM/Partnership firm, the debarment shall also be applicable to all individual partners of JV/CONSORTIUM/Partnership firm.

vi) "Obstructive practice": materially impede the procuring entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity's rights of audit or access to information;

3. Obligations for Proactive Disclosures

- Procuring authorities as well as bidders, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declares any conflicts of interest (coming under the definition mentioned above process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii. Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iii. To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest may be evaluated and mitigation steps, if possible, may be taken by the procuring entity. Similarly voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder's actions in the tender and subsequent contract.

4. Punitive Provisions

Without prejudice to and in addition to the rights of the procuring entity to other penal provisions as per the bid documents or contract, if the procuring entity comes to a conclusion that a (prospective) bidder/ contractor directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the procuring entity may take appropriate measures including one or more of the following:

- i. If his bids are under consideration in any procurement
 - a) Forfeiture or encashment of bid security;
 - b) calling off of any pre-contract negotiations; and
 - c) rejection and exclusion of the bidder from the procurement process

ii. If a contract has already been awarded

- a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
- b) Forfeiture or encashment of any other security or bond relating to the procurement;
- c) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;

iii. Provisions in addition to above:

- a) banning/ debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;
- b) In case of anti-competitive practices, information for further processing may be filed, with the Competition Commission of India;
- c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

NOTE FOR INFORMATION TO THE BIDDERS: Bidders are required to accept the CIPP as available in the Bid document online at e-procurement portal of CIL. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement. In case of Partnership Firms/JV/CONSORTIUM all partners shall sign at the time of agreement.

NOTE FOR INFORMATION TO THE PROCURING ENTITY: A declaration shall be obtained from Procuring Officers for adherence to CIPP at the time of TC recommendation.

ANNEXURE - Q

Invitation and Declaration for Negotiations

(Refer Para 25(A) OF ITB)

Invitation for Negotiations

(On letterhead of the procuring entity)

No:	Dt:
To M/ s	Registered A/ D
Sub: Tender No opened on	for the supply of
Dear Sir,	
The rates quoted in your tender are considered h for negotiations of rates, on (date) at(time) at.	· ·
You should, however, come for negotiations only in case date the declaration appended herewith.	you are prepared to furnish before such
A copy of the form in which you may submit your revised	offer after negotiations is enclosed.\
	Yours faithfully,
Enclosure:	(Authorised Officer)
(1) Form of Declaration	Onicei)

(2) Form of Revised Offer

Officer authorised to sign the bid

documents on behalf of the bidder

ANNEXURE-R

Format of Revised Offer in Negotiations

(Refer Para 25(A) OF ITB)

Revised Offer in Negotiations

(On company letterhead)

From
Full address
То
Sir,
Sub: Tender No opened onfor the supply of
Ref: Your invitation for negotiations no: dated:
1) On further discussions with your representatives onin response to your letter no dated
We are not prepared to reduce the rates already quoted in the original tender, which will remain valid up to
1. I/ we reduce my/ our rates as shown in the enclosed schedule of items.
2. I/ we am/ are aware that the provisions of the original bidding document remain valid and binding on me.
3. I/ we undertake to execute the contract as per following Schedule
4. I/ we agree to abide by this tender on the revised rate quoted by me/ us, it is open for acceptance for a period of 120/ 180 days from this date, i. e., up to
Yours faithfully,
Signatures of bidder or

GTE (General Technical Evaluation) SHEET (To be Duly filled, Signed & Submitted by Bidder.)

S.No	Particulars	Expected	Mandatory
		Value	(To be filled
			by Bidder)
			,
1.	Does the bidder possess required document as	Yes	
	enlisted in NIT with respect to GST status of the		
	bidder.		
2.	I OR we accept all the terms and conditions of the	Yes	
	NIT and Tender Document Unconditionally on-line.		
3.	I OR we agree Annexure-A (Letter of Bid) as per	Yes	
٥.	NIT.	162	
	INIT.		
4	I OR we agree Annexure-D (Integrity Pact) as per	Yes	
	NIT.		
5	I OR we agree Annexure-N as per NIT.	Yes	
6	I OR we agree to accept Annexure-P (CIPP) as per	Yes	
	NIT.		
7	I OR we agree for Arbitration clause as per NIT.	Yes	
'		163	
	(Annexure-M)		
8	I OR we agree for Earnest Money Deposit clause as	Yes	
	per NIT.		
	'		
9	I OR we agree for Force majeure Conditions clause	Yes	
	as per NIT.		
4.0	LOD		
10	I OR we agree for payment terms as per NIT.	Yes	
11	I OR we agree for Taxes and duties clause as per	Yes	
''	NIT.	103	
	IVII.		
12	I OR we agree for undertaking of genuineness and	Yes	
	authenticity of documents OR credentials as per NIT.		
	(Annexure-C)		
	,		
13	I OR we agree for validity of Offer OR Bid clause as	Yes	
	per NIT.		
4.4			
14	I OR we agree Standard Operative Procedure (SOP)	Yes	
	for managing the cases of Withdrawal of Bids in e-		
	Procurement System of CIL OR Subsidiary		

	/Annanga I \ an an AUT		I
	(Annexure-L) as per NIT.		
15	I OR we agree that the department reserves the right to reject or accept or withdraw Bid if necessary.	Yes	
16	I OR we agree to abide by the jurisdiction of court as per NIT.	Yes	
17	I OR we agree to comply eligibility criteria as per 1.6 of NIT.	Yes	
18	I OR we agree to deploy matching equipments as per NIT hired or owned, undertaking to be given on letterhead of the bidder in prescribed format. (Annexure-B)	Yes	
19	I OR we agree to ensure implementation of CMPF OR EPF, in respect of the workers deployed by me OR us as per Clause of NIT.	Yes	
20	I OR we agree to provide required document to prove legal status.	Yes	
21	I OR we agree to provide Vender code (if already registered) OR filled vendor registration form (if not registered) if work awarded to me OR us.	Yes	
22	I OR we agree to submit Valid Digital Signature Certificate OR follow as per the provisions of GeM Portal.	Yes	
23	I OR we agree to submit Valid PAN.	Yes	
24	I OR we agree to submit TPS as attached online.	Yes	
25	I OR we agree User Portal Agreement (e-Tender Portal User Agreement) as per NIT.	Yes	
26	I OR we shall submit Mandate e-payment form for Electronic Fund Transfer OR Internet Banking Payment if work is awarded to me OR us. (Annexure-I)	Yes	
27	I OR we shall submit Performance Security Deposit as per NIT if work is awarded to me OR us.	Yes	

		Signature of the Bidder.
Dated		(In case of joint
	venture, Signature	of the Authorized member of JV/ Consortium)

Bid Confirmation Sheet (For Technical Evaluation) (To be filled & uploaded by Bidder)							
Date:							
Bid Informa							
Bidder Name:							
NIT Ref No:							
Tender no.	:						
Name Of Th	ne Work:						
		<u>Co</u>	rporate	Tend	derer Details		
Company N	lame:						
					Name of Partners /		
Registered	Address:				Directors / members	:	
City:					State:		
Postal Code	e:				PAN Number:		
Company's	Legal Status:				Company Category:		
Contact Na	me:	1			Correspondence Phone /Mobile:		
	Bank F	Respons	e on Pa	ayme	nt of EMD : RTGS/NE	<u>FT</u>	ı
Bid ref No.	& Date:						
Bank / UTR	Number:						
Bank Name):						
EMD Fee in	₹:						
			Bidder	GST	N Details		
S.No	State	e Code			GST Code		GST Name
	R	equired	WORK	ING I	Experience Details		

Coal F Packa		ll ll			Coal F Packa	Produc	operience ir ction/ per C			
From	Date				To da	te				
		<u>A</u>	vaila	ble Service	Experie	nce De	<u>etail</u>			
S.No ·	Work Description	Agree nt No./W Ord No	ork er	Employer Details	expe	re in rienc %	Period of work start Date	of e	eriod work end Oate	Coal Produc tion (Million Tonne)
Note:	 Additional row	may be	inse	rted by the	 bidder if	requi	red.			
Note:	Updated Work	Experie	nce	detail will be	e calcula	ted by	/ Departme	nt as	per N	IT.
			Requ	ired Workin	ng Capita	al Deta	iils			
Annı	ualized Value ir	ı₹				uired \ Capital	Working in ₹:			
Requi	red Working C	apital D	etails	should be a	as per Ni	Т.				
		:	Avail	able Workin	ng Capita	al Deta	<u>iils</u>			
S.No	Chartero Accountant N CA Membe Numbe	lame &	1	UDIN Number	Worki Capital	_	Date on Working Capital Availabl	9		of issue ertificate
	TOTAL	•								

Note:	Note: Additional row may be inserted by the bidder if required.				
			c	Signatura 9 Sa	aal of the bidder
				orginature & St	eal of the bidder
Dated	d (In case of	joint venture,	Signature of t	he Authorize	d member of JV/
Consc	ortium)	•			
	D		l T D.	-1-9-	
	<u>Red</u>	<u>uired Annualize</u>	ea Turnover De	<u>etaiis</u>	
			Required	Working	
Annı	ualized Value in ₹		Capital	•	
Requi	red Working Capital De	tails should be a	as per NIT.	•	
	<u>Ava</u>	<u>ilable Annualize</u>	ed Turnover De	<u>etails</u>	
	Chartered			Date on	
	Accountant Name &	UDIN	Working	Working	Date of issue
	CA Membership	Number	Capital in ₹	Capital	of certificate
S.No	Number	ramboi	Suprice III C	Available	or continuate
	Trainis of			Availabio	
	TOTAL				
Note:	Additional row may be	inserted by the	bidder if requ	ired.	
	Signature & Seal of the bidder				
Dates	l (In coor of	ioint venture	Cianatura of 4	ha Authariza	d mambar of 11/1
	d (In case of ortium)	joint venture,	orginature of t	ne Authorize	d member of JV/
551130					

Technical Parameter Sheet (TPS)

FORM OF AGREEMENT
Agreement No.
This agreement, made the day of (year)between
(name and address of the Employer) (hereinafte
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:
 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. 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. 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. 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. 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)	

TENDER DRAWINGS

S. No.	Subject
1.	Panel Layout Plan: Seam-II
2.	Panel Layout Plan: Seam-IVB
3.	Panel Layout Plan: Seam-IVM
4.	Panel Layout Plan: Seam-V











