



वेस्टर्न कोलफील्ड्स लिमिटेड

Western Coalfields Limited

(मिनीरत्न कंपनी) (A Miniratna Company)

(कोल इंडिया लि. की अनुषंगी कंपनी)

(A Subsidiary of Coal India Limited)



पर्यावरण विभाग

Environment Department

आईएसओ 9001:2015 प्रमाणित

ISO 9001:2015 Certified

Email- gmenvironment@westerncoal.gov.in

TELE/FAX: 0712 -2510151

CIN – U10100MH1975GOI018626

www.westerncoal.nic.in

पंजी. का. : कोयला विहार, सिविल लाइन्स, नागपुर (महाराष्ट्र) - 440001/ Regd. Off. : Coal Estate, Civil Lines, Nagpur (MS) – 440001

संदर्भ संख्या / Ref.No.: वेकोलि/ मुख्यालय/ पर्यावरण/17/ 1756 - 1770

दिनांक / Date : 23.12.2023

प्रति,

निदेशक,

CSIR - National Environmental Engineering Research Institute (NEERI),

Nehru Marg, Nagpur - 440020

Email: ms_kumar@neeri.res.in

PAN No: AAATC2716R

GST REG.NO: 27AAATC2716R2ZE

Kind Attention – Dr M Suresh Kumar (Chief Scientist – Head, EIS Division)

Subject: Time extension for work order : "Auditing/Certification of Progressive /Final Mine Closure Activities as per approved Mine Closure Plan for 80 mines of WCL" for a period of 1 year.

Reference : 1. Work Order No. WCL/HQ/Env/17/704-718 dated 27.12.2021

2. Email from CSIR-NEERI dated 23-12-2023.

Dear Sir,

This has reference to the work awarded to CSIR NEERI vide Work Order No. WCL/HQ/Env/17/704-718 dated 27.12.2021. As per clause 3 of the work order, the work completion period for the subject work will be 24 Months i.e. Two (02) years after the issue of work order. This period will be counted from the seventh day of issue of work order. As per original work-order, the date of completion is 03.01.2024.

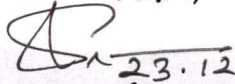
As per clause No. 6 of the work order, Competent Authority of WCL has accorded approval for grant of time extension of 1 year to CSIR-NEERI for the above work order. Further, CSIR-NEERI has

Aseem
23.12.23

communicated their acceptance of the extension in work order with the same terms and conditions of work order dated 27.12.2021 vide email dated 23.12.2023.

The terms of extension are as follows:

1. The time extension for the awarded work with same deliverables, payment and work terms and conditions as per the earlier issued work order (Ref -1) for a period of 1 year from the date of completion of original work order.
2. All other terms and conditions for the work will be as per work order issued vide letter dated 27.12.2021.

भवदीय,

23.12.2023
महाप्रबंधक (खनन)/ पर्यावरण

Copy to:

1. Area General Manager – Nagpur Area, Umrer Area, Majri Area, Wani Area, Wani North Area, Chandrapur Area, Ballarpur Area, Pench Area, Kanhan Area, Pathakhera Area.
2. General Manager (Fin.) I/c -I, WCL (HQ)
3. General Manager (Fin.) I/c -II, WCL (HQ)
4. TS to Director (Tech.) Oprn., WCL - for information to Director (Tech) Oprn, WCL
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केवल नागपुर कोर्ट के अधिकार क्षेत्र में



पर्यावरण विभाग

Email- gmenvironment@westerncoal.gov.in
CIN - U10100MH1975GOI018626

Environment Department

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संदर्भ संख्या: वेकोलि/ मुख्यालय/ पर्यावरण/ 17/ 704-718

दिनांक: 27.12.2021

प्रति,

निदेशक,

CSIR - National Environmental Engineering Research Institute (NEERI),
Nehru Marg, Nagpur - 440020

Email: ms kumar@neeri.res.in

PAN No: AAATC2716R

GST REG.NO: 27AAATC2716R2ZE

Kind Attention – Dr.M.Suresh Kumar (Chief Scientist – Head, EIS Division)

Subject: Award of Work for “Auditing/Certification of Progressive /Final Mine Closure Activities as per approved Mine Closure Plan for 80 mines of WCL”

Reference : (i) Inquiry No. : WCL/HQ/ENV/17/477-481 dated 22.09.2021

(ii) Your offer No. EISD/WCL/2021 dated : 04.10.2021

Dear Sir,

CSIR-NEERI, Nagpur is hereby awarded the work of “Auditing/Certification of Progressive /Final Mine Closure Activities as per approved Mine Closure Plan for 80 mines of WCL” as per following terms and conditions –

TERMS AND CONDITIONS OF WORK

- Total value of work is Rs. 1,74,07,545.26 (Rupees One Crore Seventy-Four Lakhs and seven thousand five hundred forty five and paise twenty six) only INCLUDING GST @ 18% as per following details:

Dear Sir,

Handwritten signature

S.N.	Item Description	Qty (No. of mines)	All fig in INR	Extended Value (INR)
			Rate per mine excluding GST	
1	Opencast Progressive Mine Closure Claim Certification (OPMCCCW)	32	2,04,994	65,59,808
2	Underground Progressive Mine Closure Claim Certification (UPMCCCW)	25	1,39,986	36,39,636
3	Underground Final Mine Closure Claim Certification (UFMCCCW)	11	1,84,983	20,34,813
4	Opencast Final Mine Closure Claim Certification (OFMCCCW)	11	2,28,900	25,17,900
Total Without GST				1,47,52,157.00
GST extra @18%				26,55,388.26
Total Value including GST				1,74,07,545.26

1. SCOPE OF WORK

1. Evaluation of Mine Closure Claim Files for justification of such claims through auditing of quantum of work, Vouchers/Bills/Work Completion certificate etc.
2. Ground Truthing of the present status of activities for which claim is proposed in file for the given claim period.
3. Preparation of 5 copies of Mine Closure Claim Certification Report (Along-with copies of surface Plan submitted to TPA) recommending therewith amount eligible for reimbursement Under Progressive Mine Closure Claims.
4. In case of Final Mine Closure Claims, TPA may have to inspect multiple times until all the observations on provisions of Approved Mine Closure Plan are complied by the project authorities.
5. Compliance of needful activities / processes / documentation needed for observations of Final Disbursement Authority i.e. CCO if any; and suggesting the necessary requirements to Project Authorities as applicable
6. The scope of audit of TPA would be limited only to the activities listed in approved MCPs, which will be provided by WCL.

2. ACCOMMODATION AND LOGISTICS: The accommodation and logistics has to be arranged by TPA's themselves and efforts would be made by WCL for facilitating residential accommodation (wherever possible) on payment basis. Also, local transport at

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area from AGM office to Mine premises will be arranged by WCL.

3. **WORK COMPLETION PERIOD:** The work completion period for the subject work will be Twenty-Four (24 months) i.e. Two (02) years after the issue of Work Order by WCL. This period will be counted from seventh day of date of issue of work order.

4. **PAYMENT TERMS:** Terms and Condition for release of payments are as follows:

(a). 10% of the total work value for the work awarded to a TPA, will be released by WCL as advance at acceptance of work order by TPA.

(b). 40% of the work value of mine for which the work has been awarded to TPA, will be released by WCL within 15 days of receipt of the Mine Closure Claim Certification Report in the office of General Manager (Env.), WCL-HQs., of such mine.

(c). 50% of the work value of mine for which the work has been awarded to TPA, will be released by WCL on acceptance of the Mine Closure Claim Certification Report by Coal Controller Organization (CCO) for such mine and after the acceptance notice is posted by Coal Controller Organization (CCO) on their website.

(d). There will be no Security Deposit imposed on the TPAs for the subject work, as all are government agencies and nominated by MoC.

(e). TPA will raise the invoice for release of payment as per above.

5. **JURISDICTION OF COURT:** All the legal matters pertaining to WCL are under jurisdiction of Nagpur Court only.

6. **EXTENSION OF DATE OF COMPLETION:** The delay in submission of Claim File or compliance of observations of TPA or any other such delay from the part of company i.e. WCL, will be in account of the company i.e. WCL (The date of submission for the TPA for such mine/s will be extended by the quantum of delay by company).

7. **FORCE MAJEURE CLAUSE:**

If the execution of the work is delayed beyond the period stipulated in the work as a result of outbreak of hostilities, declaration of an embargo or blockade, or fire, flood, acts of nature or any other contingency beyond the TPA's control due to act of God then Coal India Limited or its subsidiary companies may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by the Coal

6. **EXTENSION OF DATE OF COMPLETION:** The delay in submission of Claim File or compliance of observations of TPA or any other such delay from the part of company i.e. WCL, will be in account of the company i.e. WCL (The date of submission for the TPA for such mine/s will be extended by the quantum of delay by company).

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India Limited and its subsidiary companies, the work shall be read and understood as if it had contained from its inception the delivery date as extended.

On occurrences of any events causing delay as stated here-under, the TPA shall intimate immediately in writing to the Engineer-in-Charge (EIC), I.e. Head of Environment Department.

- i) The successful TPA will advise, in the event of his having to resort to this clause by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of cause of delay, within 15 days of the occurrence and cessation of such Force Majeure conditions. In the event of delay lasting out of Force Majeure, WCL will reserve the right to cancel the work order and provisions governing termination of work, as stated in the inquiry will apply.
- ii) For delays arising out of Force Majeure, the bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the cause of Force Majeure and neither WCL nor the TPA shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist.
- iii) If any of the force majeure conditions exists in the place of operation of the bidder even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.

8. PENALTY CLAUSE:

In the event of failure of delivery of the Claim Certification Reports within the stipulated date / period in accordance of acceptability of CCO and in the event of breach of any of the terms and conditions mentioned in the inquiry / work order, WCL have the right:

- a) To recover from the successful TPA as agreed liquidated damages, a sum not less than 0.5% (half Percent) of the price of any item which the successful TPA has not been able to complete as aforesaid for each week or part of week during which the delivery of such reports maybe in arrears limited to 10%. Wherever felt necessary the limit of 10% can be increased to 15% at the discretion of Head of Environment Department.
- b) To extend the period of delivery with or without penalty as may be considered fit and proper, the penalty, if imposed shall not be more than the agreed Liquidated Damages referred to in clause (a) above.



9. A HINDRANCE REGISTER: shall be maintained by both department and the TPA at site to record the various hindrances, as stated above, encountered during the course of execution. Hindrance register will be signed by both the parties. The TPA may also record his observations in the Hindrance Register. In case the TPA has a different opinion for hindrance and a dispute arises then the matter would be referred to the EIC and or the next higher authority whose decision would be final & binding on the TPA & the decision to be communicated within 15 days.

Enclosures : Annexure -1 (List of 80 Mines)

Please acknowledge the receipt of this Work Order by returning duly signed duplicate copy of the same.

Yours faithfully,

[Signature]
General Manager (Environment) / HOD

[Handwritten]
23/12/2021

9. A HINDRANCE REGISTER: shall be maintained by both department and the TPA at site to record the various hindrances, as stated above, encountered during the course of execution. Hindrance register will be signed by both the parties. The TPA may also record his observations in the Hindrance Register. In case the TPA has a different opinion for hindrance and a dispute arises then the matter would be referred to the EIC and or the next higher authority whose decision would be final & binding on the TPA & the decision to be communicated within 15 days.

Copy to:

1. Area General Manager – Nagpur Area, Umrer Area, Majri Area, Wani Area, Wani North Area, Chandrapur Area, Ballarpur Area, Pench Area, Kanhan Area, Pathakhera Area.

Concerned Sub Area Manager may kindly be advised to be well prepared for inspection and need to provide/supplement any additional data as may be sought by the TPA.

2. General Manager (Fin.) I/c -I, WCL (HQ)
3. General Manager (Fin.) I/c -II, WCL (HQ)

against BC No: BC/WCL/REV/GM(ENV)/2021-22/FINAL MINE CLOSURE/01/07/102, Dated. 21.12.2021 for Rs. 30,00,000/- only – For FY 2021-22

4. TS to Director (Tech.) Oprn., WCL - for information to Director (Tech) Oprn, WCL
5. TS to Director (Tech.) P&P, WCL - for information to Director (Tech) P&P, WCL

General Manager (Environment) / HOD

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Annexure 1

Progressive Mine Closure Claims			
S. NO.	2 year work period (Ph-I)	S. NO.	2 year work period (Ph-II)
1	Amalgamated Pauni II & III OC	1	Ambara OC patches
2	Amalgamated Yekona I & II OC	2	Ballarpur OC
3	Dinesh OC Mine	3	Ballarpur UG
4	Gokul OC	4	Barkui OC
5	Jamunia UG	5	Bhatadi OC
6	Makardhokada I-OC	6	Chattarpur-I UG
7	New Sethia OC	7	Chattarpur-II UG
8	Waghoda UG	8	Chhinda OC
9	Ghonsa OC	9	Mathani UG
10	Gondegaon OC	10	DRC UG
11	Junad Deep OC	11	Durgapur OC
12	Kolarpimpri OC	12	Ghorawari OC patches
13	Kolgaon OC	13	Hindustan Lalpeth OC
14	Mungoli OC	14	Jharna UG
15	Naigaon OC	15	Mahadeopuri UG
16	Niljal Expansion Deep OC	16	Mahakali UG
17	Pimpalgaon OC	17	Makardhokda-II OC
18	Sasti OC	18	Manna and Nandgaon UG
19	Singhori OC	19	Mohan UG
		20	Murpar UG
		21	Naheria UG
		22	Nandan-II UG
		23	New Majri - II (A) OC
		24	Padmapur OC
		25	Patansaongi UG
		26	Rajur UG
		27	Saoner UG
		28	Sarni UG
		29	Sasti UG
		30	Shivpuri OC
		31	Shobhapur UG
		32	Silewara UG
		33	Tandsi UG
		34	Tawa UG
		35	Tawa-II UG
		36	Ukni Deep OC
		37	Umrer OC
		38	Urdhan OC
		39	Vishnupuri-II UG

Annexure 1

Final Mine Closure Claims	
S. No.	2 year work period
1	Ghughus OC
2	Inder UG to OC
3	Kamptee Deep OC
4	Ganpati UG
5	Rawanwara Khas UG
6	Damua OC
7	Datla OC
8	Damua UG
9	Ambara UG
10	Adasa UG
11	Vishnupuri-I UG
12	Thesgora UG
13	Kumbharkhani UG
14	Pauni OC
15	Gauri OC
16	Telwasa OC
17	Navin Kunada OC
18	Juna Kunada OC
19	Pipla UG
20	Dhorwasa OC
21	Hindustan Lalpeth - I & III UG
22	CRC UG

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