

Date: 02.05.2022

**REF NO.WCL.HQ. 2022-23
WESTERN COALFIELDS LIMITED
(A Subsidiary of Coal India Limited)
Coal Estate, Civil Lines, Nagpur**

**“Pre-NIT Meeting”
FOR JOB of
“Processing of OB (Overburden) to segregate sand and clay from overburden (OB)
including storage of finished product sand, disposal of clay in the designated site at
specified places at Durgapur OCM of Chandrapur Area, on hiring basis”.**

Pre-NIT Meeting is scheduled to be held on 11.05.2022 from 11:30 AM onwards soliciting inputs from the prospective bidders w.r.t. Pre-qualification criteria and other clauses of the NIT for the job of **“Processing of OB (Overburden) to segregate sand and clay from overburden (OB) including storage of finished product sand, disposal of clay in the designated site at specified places at Durgapur OCM of Chandrapur Area, on hiring basis”** (enclosed as Annexure A).

The relevant inputs in NIT are solicited from the intending bidders through e-mail to be sent at the email address of General Manager (Mining)/Business Development, WCL HQ, i.e. gmbd.wcl@coalindia.in by 10.05.2022 till 05:00 PM.

The intending bidders are requested to attend the meeting through VC through the weblink as mentioned below:

Pre-NIT meeting for "Setting up of OB Processing Plant in Durgapur OCM,
Hosted by gms telecom@coalindia.in

<https://westerncoalfields.webex.com/join?MTID=m917c3d2f581eb897006f2ad4f1bf4e13>

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

Meeting number: 2523 024 9153

Password: 1344

Join by video system

Dial [25230249153@westerncoalfields.webex.com](tel:25230249153)

You can also dial 210.4.202.4 and enter your meeting number.

General Manager
Business Development Department
WCL, Nagpur



WESTERN COALFIELDS LIMITED
OFFICE OF THE GENERAL MANAGER (CMC)
COAL ESTATE CIVIL LINES, NAGPUR – 440 001.
Ph.No. (0712)-2510048 Fax : (0712)-2510737
website of www.coalindiatenders.nic.in
or CPPP website of www.eprocure.gov.in

Ref. No. WCL/GM (CMC)/BD/OB PROCESSING/CHANDRAPUR/511

Date- 31.12.2021

Name of Area	Chandrapur Area	
Tender Title	Hq.-cmc p-51/2021-22 for "Processing of OB (Overburden) to segregate sand and clay from overburden (OB) including storage of finished product sand, disposal of clay in the designated site at specified places at Durgapur OCM of Chandrapur Area, on hiring basis.	
Tender ID	2021_WCL_228468_1	
Product Category	Mining/Sand Segregation	
Tender Value	Rs. 45,44,06,141/-	
EMD	NA (Bid Security declaration to be submitted in Annexure 'O')	
Tender Type	Open	
First Announcement Date & Time	31.12.2021 at 18:55	
Last Date & Time of Submission	22.01.2022 up to 17:00	
Date & Time of Technical Bid opening	24.01.2022 at 11:00	
Date & Time of Price Bid opening	14.02.2022 at 11:00 (Tentative)	
Tender Description	<p>Processing of OB (Overburden) to segregate sand and clay from overburden (OB) including storage of finished product sand, disposal of clay in the designated site at specified places of Durgapur OCM. The work comprises following:</p> <ol style="list-style-type: none"> Loading and transportation of OB from OB dumps of Durgapur OCM and unloading into processing plant at an average lead of 0.516 KM. Processing of OB for segregation of Sand and Clay including disposal of Clay at designated site/stacking yard of clay at an average lead of 0.5 KM. Transportation of sand from processing plant and unloading at sand stockyard at an average lead of 0.2 KM. Loading of finished sand into consumers vehicles from sand stock yard <p>The segregated sand must meet the quality specifications as per IS-383 standards.</p>	
Contact Person Name	Shri Navneet Khare	Shri Anuj Mathur
Designation	Manager (Mining)/CMC	Dy.Manager, Env/ BD
Telephone Number with STD code	0712-2510986	9860922439
Prequalification (if any)	As per NIT.	

General Manager (CMC)
WCL HQ. Nagpur.



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

TENDER DOCUMENT

e-TENDER NOTICE No. 51/2021-22

Ref. No. WCL/GM (CMC)/BD/OB PROCESSING/CHANDRAPUR/511

Date- 31.12.2021

NAME OF WORK :	Processing of OB (Overburden) to segregate sand and clay from overburden (OB) including storage of finished product sand, disposal of clay in the designated site at specified places of Durgapur OCM. The work comprises following: a. Loading and transportation of OB from OB dumps of Durgapur OCM and unloading into processing plant at an average lead of 0.516 KM. b. Processing of OB for segregation of Sand and Clay including disposal of Clay at designated site/stacking yard of clay at an average lead of 0.5 KM. c. Transportation of sand from processing plant and unloading at sand stockyard at an average lead of 0.2 KM. d. Loading of finished sand into consumers vehicles from sand stock yard The segregated sand must meet the quality specifications as per IS-383 standards
Date and time of closing of Bid submission of the tender : →	22.01.2022 up to 17:00
Date and time of Technical Bid opening of the tender : →	24.01.2022 at 11:00
Date and time of Price Bid opening of the tender : →	14.02.2022 at 11:00 (Tentative)

General Manager (CMC)
WCL HQ. Nagpur.

**WESTERN COAL FIELDS LIMITED
OFFICE OF THE GENERAL MANAGER (CMC)
COAL ESTATE, CIVIL LINES,
NAGPUR –440001**

E-TENDER NOTICE No. 51/2021-22

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

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

Ref. No. WCL/GM (CMC)/BD/OB PROCESSING/CHANDRAPUR/51

Date- 31.12.2021

e-TENDER NOTICE No. 51/2021-22

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

Particulars of Job	Quantity (in Cum)	Time of Completion	Approximate Value (Rs.) (excluding Good and Service Tax)
<p>Processing of OB (Overburden) to segregate sand and clay from overburden (OB) including storage of finished product sand, disposal of clay in the designated site at specified places of Durgapur OCM. The work comprises following:</p> <p>a) Loading and transportation of OB from OB dumps of Durgapur OCM and unloading into processing plant at an average lead of 0.516 KM.</p> <p>b) Processing of OB for segregation of Sand and Clay including disposal of Clay at designated site/stacking yard of clay at an average lead of 0.5 KM.</p> <p>c) Transportation of sand from processing plant and unloading at sand stockyard at an average lead of 0.2 KM.</p> <p>d) Loading of finished sand into consumers vehicles from sand stock yard</p> <p>The segregated sand must meet the quality specifications as per IS-383 standards. Daily requirement of Sand: 1000 cum Note: (i) The rate to be quoted on percentage rate basis. (ii) The rate for the job to be quoted exclusive of Goods and service tax & GST Compensation cess, but inclusive of all applicable Taxes, duties & levies. (iii) This job is covered under Mining services. (v) The subject work is not Divisible entirely and shall be dealt with as per the clause 12 K(A) of NIT.</p>	21,35,000 Cum.	120 days for installation + 2135 days (07 (Seven) years)	Rs. 38,50,89,950/-
Total value of Job excluding Goods and Service tax: Rs. 38,50,89,950/-			
Add Goods and service tax @18% on the total value of Job: Rs. 6,93,16,191/-			
Total value of Job including Goods and Service tax@ 18% on the total value: Rs. 45,44,06,141/-			
(Total value: Forty-Five crore Forty-Four Lakh Six thousand One hundred and Forty-one Rupees Only)			

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

1. www.coalindiatenders.nic.in
2. www.eprocure.gov.in
3. **Details of GST registration of WCL**

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

Estimate is based on the diesel price of Rs 92.64 per liter.

2. Time Schedule of Tender

S.No.	Particulars	Date	Time (hh:mm)
1	Tender e-Publication date	31.12.2021	18:55
2	Document download start date	01.01.2022	10:00
3	Document download end date	22.01.2022	17:00
4	Bid submission Start date	07.01.2022	10.00
5	Bid submission end date	22.01.2022	17:00
6	Start date for seeking Clarification online	01.01.2022	10.00
7	Last date for seeking Clarification online	12.01.2022	17:00
8	End date for providing clarification by WCL online	17.01.2022	17:00
9	Pre Bid Meeting	06.01.2022	11:30
10	Technical Bid Opening date	24.01.2022	11:00
11	Price Bid Opening Date (Tentative)	14.02.2022	11:00

3. Deposit of EMD:- Deleted (Bid Security declaration in Annexure 'O' is to be enclosed)

With respect to OM No. F. 9/4/2020-PPD dated 12.11.2020 by DoE, PPD regarding Bid Security: In place of a Bid security, Bidders shall have to sign a 'Bid Securing Declaration' accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline or any other default which attracts forfeiture of EMD (as prescribed in the existing manuals) as defined in the request for bids document, they will be banned for two years from being eligible to submit Bids in CIL and its subsidiaries. This banning shall be done under the provisions of the NIT with the approval of Tender Accepting authority with intimation to all concerned and online blocking of the bidder shall be done on receipt of written communication from the Tender Inviting Authority by Application Admin of CIL e Procurement portal.

However, in case of compelling circumstances where asking Bid Security is felt necessary, the same can be done with the approval of the next higher authority to the authority competent to finalize the tender.

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 self attested copy of valid document in support of their MSE status under the public procurement policy for Micro and small Enterprise (MSEs) order, 2012 of GOI.

4. **Pre-bid Meeting:** Pre-bid meeting in compliance with different manuals of CIL may take place, if required, after publication of Tender but in any case at least 1 (one) day before the start date of Bid submission. If a Pre-Bid meeting is held then the minutes of the Pre-Bid meeting shall be uploaded on the Portal, before start date of bid submission which can be viewed by all interested bidders.
5. **Seeking Online Clarification by bidder:** The bidder may seek clarification online within the specified period. The identity of the Bidder will not be disclosed by the system. The department will clarify as far as possible the relevant queries of bidders. The clarifications given by department will be visible to all the bidders intending to participate in that tender.

6. Eligibility Criteria

- a. **Work Experience :** The bidder must have experience of works (includes completed / ongoing) of similar nature of work such as Mineral Beneficiation process / extracting sand from Overburden / Beneficiation of coal / other minerals / preparation of m-sand / crushing of stone etc. valuing 50% of the annualized estimated cost of the work put to tender (for period of completion over 1 year) / 50% of the estimated cost of the work (for completion period up to one

year) put to Tender in any year (consecutive 365 days) during last 7 (seven) years ending last day of month previous to the one in which bid applications are invited.

“Annualised value” of the work shall be calculated as “Estimated value/Period of completion in Days x 365”.

The value of executed works shall be given a simple weightage to bring them at current price level by adding 5% for each completed year (total number of days/365) after the end date of experience till the last day of month previous to one in which e-Tender has been invited.

The above qualification criteria shall be met collectively by JV partners or JV itself.

The qualifying criteria parameter e.g. experience of the individual partners of the JV will be added together towards fulfillment of qualification criteria related to experience.

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. Start date of the year for which work experience of bidder is to be considered for eligibility.
- ii. Start date & end date of each qualifying experience (similar nature).
- iii. Work Order Number/ Agreement Number of each experience.
- iv. Name & address of Employer / Work Order Issuing authority of each experience.
- v. Percentage (%) share of each experience (100% in case of an Individual / proprietorship firm or the actual % of share in case of a Joint Venture / Partnership firm).
- vi. Executed Value of work against each experience.
- vii. In case the bidder is a Joint Venture, the work experience of any one, two or three of the individual partners of JV or the JV itself may be furnished as the work experience of the bidder.

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

Technical evaluation by the System :

- i. The system shall calculate the end date by adding 365 days to the start date of experience (provided by bidder). End date shall not be later than the last date (last day of month previous to the month in which NIT has been published on e-procurement portal).
- ii. The system shall check the Start & End date of each experience and accept it as a qualifying experience if it falls within the year selected by the bidder (as calculated by adding 365 days to the start date restricted to the 'last date')
- iii. The system shall calculate the value of each qualifying experience by multiplying the value with the % share of experience and adding 5% for each completed year (total No. of days/365) after the end date of experience of work till the last date of month previous to one in which the NIT has been published on e-Procurement portal.
- iv. The system shall calculate the value of all qualifying experiences taken together for each bidder and grade him as 'Eligible' if it meets the minimum requirements (50% of Annualised Value or estimated value whichever is less) or else as 'Ineligible'.
- v. In case any of the experiences does not fall in the selected period of 365 days (continuous), such experiences will be excluded from evaluation. Hence the bidder shall have to furnish the value of work executed only during the selected period of 365 days (continuous).
- vi. The weightage of 5% every year will be on simple rate and will not be compounded on yearly basis for the purpose of calculating the value of each qualifying experience."

- vii. The work experience of the bidder may be an ongoing work and the executed value of work shall be considered for evaluation.
- viii. In case the experience has been earned by the bidder as an individual or proprietor of a proprietorship firm, then 100% value of the experience will be considered against eligibility. But if the experience has been earned by the bidder as a partner in a Joint Venture firm / Partnership firm then the proportionate value of experience in proportion to the actual share of bidder in that Joint Venture firm / Partnership firm will be considered against eligibility.

If a Bidder participates as a Joint Venture (JV) 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 are required to submit Work Experience Certificate issued by the employer against the experience of similar work containing all the information as sought on-line.

Work order, BOQ and, TDS etc. may be sought during clarification or along with deficient documents.

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

The participating share of JV partners shall be as below:

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

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

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

Data to be furnished by Bidder on-line:

- i. Amount of available working capital inclusive of access to 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, the working capital of the individual partners of the JV will be added together for each financial year and is to be furnished as the turnover of the bidder for that particular financial year.

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

Technical evaluation by the System:

- i. The system 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.

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

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.

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

- 1) 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 online.
- 2) **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.**

c. Equipment Requirement:

“The bidder is required to give an undertaking on the letter head of the bidder in the prescribed format to deploy matching equipment as per NIT either Owned or hired”.

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 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 in the form of an Affidavit in the prescribed format “Annexure – B2” to deploy matching equipments / tippers / pay loaders / OB processing plant etc. as per NIT, either Owned or hired.**

****Bidder shall own the OB processing plant to be installed if work is awarded to them.**

Technology requirement:

The bidder shall furnish details of proposed process technology / flow sheet, list of process equipments and other allied equipment proposed to be used for producing sand and by-product clay along with capacity of each equipment, tentative capital expenditure etc, commensurate to meet the qualitative and quantitative requirement of sand and by-product clay as per NIT.

Data to be furnished by Bidder on-line:

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

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.

Technical specifications of Complete OB Processing Plant to be deployed & other related works:

- (i) **TECHNICAL DETAILS-** The plant shall consist of suitable and sufficient capacity of process equipments and allied equipments to produce required quantity of sand and by-product clay. (Sand quality as per IS: 383 Standards).
- (ii) **RAMP AND RETAINING WALL-** Vendor shall make arrangement for approach ramp and retaining wall of suitable capacity and size as per requirement.
- (iii) **CIVIL WORK-** Necessary civil work or structural work required for plant has to be carried out by vendor.
- (iv) **ILLUMINATION-** Sufficient effective illumination has to be provided by vendor covering total working area of plant under contract.

- (v) **DUST SUPPRESSION-** An effective dust suppression system has to be installed by vendor to suppress dust within plant area and at the part/ route relevant with plant.
- (vi) **SAFETY-** Vendor shall follow all statutory safety norms pertaining to installation, commissioning and operation of plant as per existing Coal Mine Regulation 2017 and CEA Regulation 2015 (Measures related to power supply and safety).
- (vii) **FIRE FIGHTING-** Suitable and effective fire fighting arrangement has to be provided by vendor at site to protect plant and machinery.
- (viii) **Supply of any item or any job** required for receiving, processing of over burden (OB), extracted Sand and stacking of sand, desiccated clay & rejects shall be provided by vendor.
- (ix) **POWER SUPPLY-** Western Coalfields Limited shall make available 3.3kv, 3phase, 50 hz power supply near site of electrical installation of PROCESSING PLANT.

Note: For further details refer "SPECIAL TERMS & CONDITIONS FOR OB PROCESSING CONTRACT".

The Complete OB processing plant must be commissioned within 120 days from the 10th day of issue of Letter of Acceptance (LOA) OR handing over the site whichever is later.

- d. **Permanent Account Number:** The bidder should possess a Permanent Account Number (PAN) issued by Income tax Department.

Data to be furnished by Bidder on-line:

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

Technical evaluation by the System :

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

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

PAN Card of the bidder.

- e. **Certificate of registration with provident fund authorities:** The bidder should possess a certificate of registration issued by provident fund authorities.

Data to be furnished by Bidder on-line:

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

Data to be furnished by Bidder on-line:

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

Technical evaluation by the System:

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

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

Certificate of Registration of the bidder with Provident fund authorities.

- f. **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

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

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

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

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

- a. Status: GST registered Bidder under Regular Scheme:
Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.
- b. Status: GST registered Bidder under composition Scheme:
Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.
- c. Status: GST unregistered bidder:
Document: A Certificate 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, a Certificate with UDIN from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV w.r.to GST in compliance with relevant GST rules or GST Registration Certificate of JV].

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

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

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

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

FOR SERVICES TENDERS (Processing of Over Burden to segregate sand and clay):

SI No.	Eligibility Criteria	Information to be furnished by bidder on line	Scanned copy of documents, to be uploaded by in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document

1	<p>THE WORK EXPERIENCE :</p> <p>The bidder must have experience of works (includes completed / ongoing) of similar nature of work <i>such as Mineral Beneficiation process/ extracting sand from Overburden/Beneficiation of coal/other minerals/preparation of m-sand/crushing of stone etc valuing 50% of the annualized estimated cost of the work put to tender (for period of completion over 1 year) / 50% of the estimated cost of the work (for completion period up to one year) put to Tender in any year (consecutive 365 days) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.</i></p>	<ol style="list-style-type: none"> 1. Start date of the year for which work experience of bidder is to be considered for eligibility. 2. Start & end date of each qualifying experience (similar nature) 3. Work Order / Agreement Number of each experience 4. Name and address of Employer / Work Order Issuing authority of each experience 5. Percentage (%) share of each experience (100% in case of an Individual / proprietorship firm or the actual % of share in case of a Joint venture / Partnership firm). 6. Executed Value of work against each experience. <p>In case the bidder is a Joint Venture, the work experience of any one, two or three of the individual partners of JV or the JV itself may be furnished as the work experience of the bidder.</p> <p>If a Bidder participates as a Joint Venture (JV) the benefits as per Public Procurement Policy for MSEs Order-2012 shall not be applicable for them.</p>	<p>For work experience, bidders are required to submit Work Experience Certificate issued by the employer against the experience of similar work containing all the information as sought on-line.</p> <p>Work order, BOQ and, TDS etc. may be sought during clarification or along with deficient documents.</p>
2	<p>THE AVAILABILITY OF WORKING CAPITAL:</p> <p>Evidence of possessing adequate working capital (at least 20% of the "Annualized value or Estimated value whichever is less" of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement. The bidder should possess the working capital within three months prior to the date of opening of tender.</p>	<ol style="list-style-type: none"> 1. Amount of available working capital inclusive of access to lines of credit and availability of other financial resources 2. Date on which the bidder possesses the required working capital 3. Date of issue of W.C. Certificate by CA 4. Name of the Chartered Accountant (CA) 5. Membership Number of CA who certifies the bidder's working capital. <p>If a Bidder participates as a Joint Venture (JV) the benefits as per Public Procurement Policy for MSEs Order-2012 shall not be applicable for them.</p>	<ol style="list-style-type: none"> 1. Certificate with UDIN of Working Capital issued by a Practising Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by Bidder online. 2. 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.
3	<p>Legal Status of the bidder</p>	<p>Confirmation in the form of Yes / NO for possessing the supporting documents</p>	<p><u>Any one of the following document :</u></p> <ol style="list-style-type: none"> 1. Affidavit or any other

			<p>document to prove proprietorship/Individual status of the bidder.</p> <p>2. Partnership deed containing name of partners</p> <p>3. Memorandum & Article of Association with certificate of incorporation containing name of bidder</p> <p>4. Joint Venture agreement containing name of partners and lead partner, Power of Attorney to the Lead Partner and share of each partner.</p> <p>To be uploaded in Bidder Space/ OID.</p>
4	Valid Permanent Account Number (PAN)	Confirmation in the form of Yes / NO for possessing the supporting documents	<p>PAN card 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) If a Bidder participates as a Joint Venture (JV) the benefits as per Public Procurement Policy for MSEs Order-2012 shall not be applicable for them.</p> <p>To be uploaded in Bidder Space/ OID.</p>
5	Valid Digital Signature Certificate	Confirmation in the form of Yes / NO for possessing the supporting documents	<p>If the bidder himself is the DSC holder bidding on-line then no document is required.</p> <p>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</p>
6	<p>Certificate of registration with provident fund authorities:</p> <p>The bidder should possess a certificate of registration issued by provident fund authorities</p> <p>In case of JV, all the partners should possess a certificate of registration issued by provident fund authorities.</p>	Confirmation in the form of YES/NO regarding possessing certificate of registration	<p>Certificate of registration issued by Provident authorities of bidder.</p> <p>In case of JV, Certificate of registration issued by Provident authorities of all partners or JV itself.</p>

7

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

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

			<p>Note:</p> <p>1. In case the work/service is awarded to a Joint Venture participating in the tender they have to <u>submit PAN, GST registration (as applicable in the tender and for the bidder status) etc.</u> in the name of the Joint Venture after Award of Work/Service at the time of execution of agreement/ before the payment of first running on account bill</p> <p><u>2. If turnover of bidder exceeds exemption limit, the bidder must have GST registration as per GST Act and rules</u></p> <p>To be uploaded in Bidder Space/ OID.</p>
8	Contractor's Bid and Acceptance of Bid Conditions.	Confirmation in form of Yes/No	<u>Not to be Uploaded by bidder online as it is a Part of Tender Document</u>
9	ANNEXURES		
9.a	<p>FLEET REQUIREMENT:</p> <p>The bidder is required to give an undertaking on letter head of bidder in the prescribed format to deploy matching equipments as per NIT, either owned or hired</p>	Confirmation in the form of Yes/NO.	An acceptance to deploy matching equipments as per NIT owned or hired on letter head of bidder (Annexure-B2).
9b	An undertaking regarding genuineness of the information furnished by him on-line and authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility, as per the format given in Annexure-C.		
9.c	Integrity Pact	Confirmation in form of Yes/No	Annexure-D (<u>Not to be Uploaded by bidder online as it is a Part of Tender Document</u>)
9d	Settlement of dispute through Arbitration clause 13A of condition of contract. (Annexure M) as per NIT.	Confirmation in form of Yes/No	
9e	Anti Profiteering of GST (Annexure -N) as per NIT.	Confirmation in form of Yes/No	
9.f	Bid Security Declaration	Confirmation in form of Yes/No	Annexure-O
9.g	Undertaking for one bid per bidder	Confirmation in the form of YES/NO regarding submission of information	Undertaking for one bid per bidder format given in NIT to be filled and uploaded (Annexure-P)

Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.

8. **Submission of Bid:**

All the bids are to be submitted online and on the website www.coalindiatenders.nic.in No bid shall be accepted offline.

However, in case of tenders having relaxation in eligibility criteria for co-operative societies formed by PAPs (Project Affected Persons), there will be provision for offline submission of bids by PAPs and online submission of bids by bidders other than PAPs in the same tender.

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/covers-I and OID :

Bid Security Declaration / Details of Earnest Money

Information on Eligibility/Qualifying criteria as detailed at Clause No.6 & 7 including necessary scanned documents as elaborated there.

Part II/covers-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 (even if JV bidder) have to get themselves registered online on the e-Procurement portal of CIL/Subsidiary (www.coalindiatenders.nic.in) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of bidder and if the bidder is JV entity the same should be registered in the name of JV, whereas DSC holder may be either bidder himself or his duly authorized person. The bidder is one whose name will appear as bidder in the e-Procurement Portal.

The MSE bidders should also enroll their name in the Coal India e-Procurement Portal as “Preferential Bidder” either by modifying their profile or while making “Online Bidder enrolment”. The document in support of MSEs should also be uploaded against the specific tender to avail benefits of Public Procurement Policy Order 2012.

- c. The bidders have to accept the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and Bid document, undertakings and the e-Tendering system through e-Procurement Portal of CIL (<https://coalindiatenders.nic.in>) in order to become an eligible bidder. This will be a part of the agreement.

d. **Letter of Bid:** It is a part of Tender Document.

e. **Confirmatory Documents:**

All the confirmatory documents as enlisted in the NIT in support of online information furnished by the bidder are to be uploaded in Cover-I & OID by the bidder while submitting the bid online.

f. **Price Bid (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 and levies but excluding Goods and Service Tax and GST Compensation Cess, if applicable.

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

The **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.

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

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

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

9. It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender portal. Under no circumstances, CIL/Subsidiary shall be liable to the bidders for any direct/indirect loss or damage incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.
10. **Extension of Time Schedule of tender: If the number of bids received online is found to be less than three on the end date of bid submission then the bid submission end date and bid opening date will be automatically extended by the System for a period of four days ending at 17.00 Hrs.**
11. **Opening of Technical Bid:** (For Works and Services with estimated value put to Tender for Rupees 50 Lakhs & above. The system shall be as follow):
 - 11.1 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.
 - 11.2 The e-Procurement System will evaluate the Technical bids automatically on the basis of relevant data provided by bidder through a form in an objective and structured manner while submitting bid. If the parameter given by bidder in objective and structured manner does not confirm to required eligibility criteria as specified in the tender document then the bid will be rejected.

- 11.3 All the documents uploaded by bidder(s), 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.

12. Technical Evaluation of Tender:

- A. After opening of Technical bid, the documents submitted by bidder(s) in cover I as enlisted in the NIT will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/declarations furnished by the bidder(s) online. If it confirms to all of the information/ declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be considered eligible for 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 get this information on their personalized dashboard under “Upload confirmatory document” link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder’s responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder(s) will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 7 days. No further clarification shall be sought from Bidder.
- C. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.
- D. The tender will be evaluated on the basis of documents uploaded by bidder(s) online. The bidder(s) is/are not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
- E. In case the bidder(s) submit(s) requisite documents online as per NIT, then the bidder(s) will be considered eligible for opening of Price Bid.
- F. Seeking clarification shall be restricted to confirmation of submitted document/online information only and it should be only for one time for a period of up to 7 days. The clarification shall be taken in online mode in the e-Procurement portal of CIL only.
- G. In case bidder(s) fails to confirm the online submitted information(s)/ declaration(s) by the submitted documents as (B) above, their/his bid shall be rejected; however, if the confirmatory documents do not change eligibility status of the bidder in connection his submitted online information(s)/declaration(s), then his/their bid will be accepted for opening of Price Bid.
- H. After Technical evaluation of tender, “Technical Evaluation Summary” will be uploaded by the evaluator and price bid shall be opened on preschedule date and time mentioned in the NIT online in the e-Procurement portal of CIL. However, in case there is any extension of date and time of price bid opening, it shall be notified online and price bid shall be opened online on e-Procurement portal of CIL at rescheduled date and time.
- I. **If L1 bidder backs out, the bidder will be banned for TWO (2) year from being eligible to submit Bids in CIL and its subsidiaries and tender shall be cancelled.**
- 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. Procurement from Micro and Small Enterprises (MSEs) shall be applicable for service tenders in accordance to notification of Govt. of India and including the amendments as notified by GOI 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.

L. 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.

13. 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.

14. Modification and Withdrawal of Bid:

Modification of the submitted bid shall be allowed on-line only before the deadline of submission of tender and the bidder may modify and resubmit the bid on-line as many times as he may wish.

Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded (if deposited). 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 bidder **will be banned for 2 (two) years from being eligible to submit bids in CIL and its subsidiaries.** The Price-bid of remaining bidders will be opened and the tender process shall go on.

b. If the request of withdrawal is received after online notification for opening of price bid, the bidder **will be banned for 2 (two) years from being eligible to submit bids in CIL and its subsidiaries.** The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:

i). If the bidder withdrawing his bid is other than L 1, the tender process shall go on.

ii). If the bidder withdrawing his bid is L-1, then re-tender will be done.

Penal action against clause (a) & (b) 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 Clause no 14 of Chapter I.

However, if such MSE Bidder withdraws his offers after last date of bid submission or fails to sign the Agreement or commence the work as per conditions of contract then such bidder shall be banned for 2 (two) years from being eligible to submit bids in CIL and its subsidiaries **in line with provisions of Banning of Business existing in E-procurement Guidelines for works and services of CIL.**

15. The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.

16. This Tender Notice shall be deemed to be part of the Contract Agreement.

17. The Company does not bind itself to accept the lowest bid and reserves the right to reject any or all the bid without assigning any reasons whatsoever and also to split up the work between two or more tenderers or accept the tender in part and not in its entirety, at its sole discretion.

18. Any addendum/corrigendum/date extension etc. in respect of this tender shall be issued on our website www.coalindiatenders.nic.in only. No separate notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.

19. **Payment Schedule:** Contractor shall submit monthly running account bills supported with receipted challan for measurement of work/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. **Pre-Contract Integrity Pact (applicable for tenders with estimated cost exceeding Rs. 5.00 Crores):**

The bidder is required to go through the integrity pact which is the part of bid document. The bidder, submitting the bid shall accept the Integrity Pact as given in the bid document.

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

Name	Address	Contact No.
1.Shri A.K. Mohapatra	Flat No.201, Manjusha Manor, Plot No.N3/382, IRC Village, Bhubaneswar-7512015	e-mail:amiyaifs@gmail.com
2.Dr. (Ms) Nivedita P. Haran	23, IFS Villas, P-6, Builders Area Greater Noida-201310 (U.P.)	e-mail:nharan@gmail.com

21. **Service provider: M/s. NIC**

Contact person: **Mr. Navneet Khare (Min)/CMC** : 0712-2510986

Mr. Anuj Mathur Dy.Manager, Env/ BD : 9860922439

Mr. Shubham Verma, Rep of NIC : 9637485523

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

Distribution :-

1. Notice Board, CMC, WCL Nagpur.
2. Director (Tech)/ Operation, WCL, Nagpur.
3. IEM, (i) Shri. A K Mohapatra, IFS (Retd), Flat No.201, Manjusha Manor, Plot No.N3/382, IRC Village, Bhubaneswar-751015
(ii) IEM, Dr.(Ms) Nivedita P Haran, IAS (Retd), 23 IFS Villas, P-6, Builders Area, Greater Noida-201310.
4. Nagpur Chamber of Commerce Limited, 73, Central Avenue, Nagpur, Maharashtra-440018
5. G.M. (Vigilance), WCL Nagpur.
6. All CGM (CMC)/GM(CMC), SECL, Bilaspur/CCL, Ranchi/BCCL, Dhanbad/ECL, Sanctoria/NCL, Singrauli/ CMPDIL, Ranchi/MCL, Sambalpur.
7. General Manager (Prod), WCL HQ. Nagpur.
8. General Manager (Finance)/Incharge-I, WCL, Nagpur.
9. CGMs/GMs, WCL, Nagpur/Pench/Kanhan/Wani/**Chandrapur**/Ballarpur/Majri/
PKD/WNA/Umrer_Areas- with two copies each for displaying on Notice Board.
10. Chief Cashier, WCL, Nagpur.

INSTRUCTIONS TO BIDDERS

1. SCOPE OF BIDDER

The Western Coalfields Limited (referred to as Employer in these documents) invites bids for the works as mentioned in the Bid Notice. The Bidders should submit Bids for all the works mentioned in the Notice.

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 fulfill the qualifying/eligibility criteria specified in e-tender Notice.

2.2 Joint Venture: Two or three companies/ contractors may jointly undertake contract/contracts. Each entity will be jointly and severally responsible for completing the task as per the contract.

Joint Venture details :

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

- 1 Lead partner
- 2 Partner
- 3 Partner

Joint Venture must comply the following requirements :

- i. The qualifying criteria parameter e.g. experience and the equipment/fleet strength of the individual partners of the JV will be added together and the total criteria should not be less than as spelt out in qualifying/eligibility criteria as specified in clause No. 6(a) & 6(c) in e-tender Notice.

However the required working capital shall be met by individual joint venture partner as spelt out in the qualifying/eligibility criteria as specified in clause No. 6(b) in e-tender Notice.
- ii. The formation of joint venture or change in the Joint Venture partners after submission of the bid and any change in the bidding regarding Joint Venture will not be permitted.
- iii. The bid, and in case of a successful bid - the agreement, shall be signed so as to legally bind all partners jointly and severally and any bid shall be submitted with a copy of the Joint Venture Agreement providing the joint and several liabilities with respect to the contract.
- iv. The pre-qualification of a Joint Venture does not necessarily pre-qualify any of its partners individually or as a partner in any other Joint Venture or association. In case of dissolution of a Joint Venture, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
- v. The bid submission must include documentary evidence to the relationship between Joint Venture partners in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the Joint Venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.
- vi. One of the partners shall be nominated for being 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 partners.
- vii. The JV Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.

INSTRUCTIONS TO BIDDERS

- viii. The contract agreement should be signed by each Joint Venture Partners. Subsequent declarations /letters /documents shall be signed by lead partner authorized to sign on behalf of the JV or authorized signatory on behalf of JV.
 - ix. The bid should be signed/digitally signed by the DSC holder.
 - x. An entity can be a partner in only one Joint Venture. Bid submitted by Joint Ventures including the same entity as partner will be rejected.
 - xi. The JV agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.
 - xii. The earnest money / bids security bank guarantee can be submitted by the Joint Venture or one or more partners of the Joint Venture.
 - xiii. The JV agreement must specifically state that it is valid for the project for which bidding is done. If JV breaks up midway before award of work and during bid validity period bid will be rejected.

If JV breaks up midway before award of work and during bid validity/after award of work/during pendency of contract, in addition to normal penalties as per provision of bid document, all the partners of the JV shall be debarred from participating in future bids for a minimum period of 12 months.
 - xiv. JV agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.
 - xv. JV shall open a bank account in the name of JV and all payments due to the JV shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN/GSTIN, etc. in the name of JV shall be submitted by Joint Venture before making any payment.
- 2.3 The bidders shall have Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root certificate of CCA.
- 2.4 The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and ITB, including General and Special Terms & Conditions, technical specifications, other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the bidder on-line in order to become an eligible bidder.
- 2.5 The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.
- 2.6 No sub-letting of the work as a whole by the contractor is permissible. Prior permission is required to be taken from the principle employer for engagement of sub-contractors in "Hiring Of Equipment"/ "Transport" contract for part work / piece rated work.
- 3. QUALIFICATION OF THE BIDDER**
- 3.1 In the event that pre-qualification of potential bidders has been undertaken, only bids from pre-qualified bidders will be considered for award of contract.
- 3.2 If the employer has not undertaken pre-qualification of potential bidders, all bidders shall fulfill the eligibility / qualifying criteria as detailed at point.6 & 7 of e-tender Notice. Such details shall be submitted as deliberated at e-tender Notice.
- 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.

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- 3.4 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified
- (a) if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.
 - (b) Deleted.
- 4. ONE BID PER BIDDER**
- 4.1 Each Bidder shall submit only one Bid, either individually, or as a proprietor, or as a partner in a partnership firm or as a partner 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 subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.
- 4.2 Conflict of Interest.
- A Bidder may be considered to have a conflict of Interest with one or more parties in this bidding process, if:
- a) They have controlling partner(s) in common: or
 - b) They receive or have received any direct or indirect subsidy / financial stake from any of them., or
 - c) They have the same legal representative / agent for purpose of this bid: or
 - d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
 - e) A Bidder or any of its affiliate participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the Bid; or
 - f) In case of a holding company having more than one subsidiary / sister concern having common business ownership / management only one of them can bid. Bidders must proactively declare such sister / common business / management in same / similar line of Business;
- All such Bidders having a conflict of Interest shall be disqualified.
- An undertaking is required to be submitted by bidder as per **Annexure 'P'** under point no. 4.2(d) and 4.2(e) above.
- 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**
- 7.1 The set of bidding documents comprises the documents listed in below.
- i) e-Tender Notice, ii) Instructions to Bidders, iii) Conditions of Contract (General Terms & Conditions, Special Terms and conditions, special notes and & additional terms & conditions, Vocational training and safety norms etc.), iv) Integrity Pact, v) Various Forms of Securities, Affidavits, form of Article of Agreement, vi) Bill of Quantities, vii) e-Tender User Portal Agreement. viii) addenda, if any, issued in accordance with

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clause 9.

8. CLARIFICATION OF BIDDING DOCUMENTS

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

9. Deleted.

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, 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.

11.2 The price bid containing the bill of quantity will be **excel** format and will be downloaded by the bidder and he will quote **a percentage in excess or less from the estimated value (i.e. above, equal or below the estimate)** on this excel file as detailed at clause 8(f) e-tender notice.

11.3 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 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.

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

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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.

- 11.4 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.

12. CURRENCIES OF BID AND PAYMENT:

The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees.

13. BID VALIDITY

- 13.1 Bid shall remain valid for a period not less than 120 days after the deadline for bid submission specified in Clause 15. A bid valid for a shorter period shall be rejected by the Employer.

- 13.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidder(s) extend the period of validity for a specified additional period. The request and the bidder's response shall be in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for the period of extension, and in compliance with Clause 14 in all respects.

14. BID SECURITY DECLARATION /EARNEST MONEY DEPOSIT:

With respect to OM No. F. 9/4/2020-PPD dated 12.11.2020 by DoE, PPD regarding Bid Security:

In place of a Bid security, Bidders shall have to sign a 'Bid Securing Declaration' accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline or any other default which attracts forfeiture of EMD(as prescribed in the existing manuals) as defined in the request for bids document, they will be banned for two years from being eligible to submit Bids in CIL and its subsidiaries. This banning shall be done under the provisions of the NIT with the approval of Tender Accepting authority with intimation to all concerned and online blocking of the bidder shall be done on receipt of written communication from the Tender Inviting Authority by Application Admin of CIL e Procurement portal.

However, in case of compelling circumstances where asking Bid Security is felt necessary, the same can be done with the approval of the next higher authority to the authority competent to finalize the tender.

- 14.1 The bidder shall furnish, as part of his bid, a **Bid Security Declaration/Earnest Money** (if Deposited) of the amount as-shown in e-tender notice and in the form as deliberated at Cl.3 of e-tender notice.
- 14.2 Any Bid not accompanied by an acceptable **Bid Security Declaration** shall be rejected by the employer as non-responsive.
- 14.3 The Bid Security /EMD (if Deposited) 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 (if Deposited) of the successful Bidder will be discharged when the Bidder has

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- signed the Agreement and furnished the required Performance Security/Security Deposit.
- The Bid Security / EMD (if Deposited) of successful bidder shall be retained and adjusted with performance security / security deposit at bidders option.
- 14.5 The Bid Security/Earnest Money (if Deposited) 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 **they will be banned for two years from being eligible to submit Bids in CIL and its subsidiaries.**
- 14.6 The Bid Security/ EMD deposited (if deposited) with the Employer will not carry any interest.
- 15. DEADLINE FOR SUBMISSION OF BIDS**
- 15.1 Bids shall be submitted on line on the web site www.coalindiatenders.nic.in within the date and time specified in the e-tender notice.
- 15.2 The employer may extend the deadline for submission of bids by issuing a corrigendum in accordance with provisions of e-tender notice/ITB, in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 16. SIGNING AND SUBMISSION OF BID**
- 16.1 The contractors bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Contractor's bid bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the bid.
- 16.2 Submission of bid shall be as detailed at clause 8 of e-tender notice.
- 17. MODIFICATION AND WITHDRAWAL OF BIDS**
- 17.1 Modification and withdrawal of bid shall be guided by clause 14 of e-tender Notice.
- 17.2 Deleted
- 17.3 Withdrawal of a Bid between the deadline for submission of Bids and the expiration of the period of Bid validity specified in the bid document or as extended pursuant to Sub-Clause 13.2 may result in the forfeiture of the earnest money pursuant to Clause 14.
- 18. BID OPENING**
- 18.1 All bids are to be submitted on line only at the web-site www.coalindiatenders.nic.in
- 18.2 Tenders [**Cover-I** (Technical-bid) and **Cover-II** (Price-bid)] will be decrypted and opened online by the Bid Openers with their Digital Signature Certificate (DSC) on the pre-scheduled date & time of tender opening. The bidder can view bid opening remotely on their personalized dash board under "Bid Opening (Live)" link.
- 19. CLARIFICATION OF BIDS**
- 19.1 In case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information furnished online or in case corresponding document have not been uploaded by bidder(s) then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 x 24 hours) time for online re-submission by bidder(s). The bidder(s) will get this information on their personalized dashboard under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder(s) will upload the scanned copy of all those specified documents in

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- support of the information/ declarations furnished by them online within the specified period of 7 days. No further clarification shall be sought from Bidder.
- 19.2 No document uploaded by the bidder after closing date and time of submission of Bid will be considered unless otherwise called for during scrutiny /evaluation and shall be against online request only.
- 20. EVALUATION OF TENDER**
- 20.1 After opening of Tender/ Technical bid (as the case may be), it will be evaluated by the constituted Tender Committee. Evaluation and comparison of bids will be as per the criteria as detailed at point 12 of e-tender Notice.
- 20.2 Deleted
- 20.3 **With respect to OM No. F. 9/4/2020 dated 12.11.2020 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.**
- Updated / justified cost shall be based on prevalent market rate of material components and labour components, analysed as per standard analysis of rate adopted in the preparation of SOR.
- 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.
- 21.2 It will be the Bidder's responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract. Additionally, information shall also be sent by system generated e-mail and SMS at nodal points (Date of bid opening, Requisition for Clarification on Confirmatory document from the Bidder(s), award of work etc.). No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of Confirmatory documents within prescribed time. This will be specifically mentioned in the NIT.
- 21.3 Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.
- 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:
- which affects in any substantial way the scope, quality, or performance of the works;
 - which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or
 - 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

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- accordance with Clause No. 22.
- 23.2 The evaluation of Bid, by the Employer shall be done as per Clause No. 20.
- 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.
- 23.6 There should 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.
- 24. AWARD CRITERIA**
- 24.1 Subject to Clause 23, 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:
- eligible in accordance with the provisions of NIT; and
 - qualified in accordance with the provisions of NIT.
- 25. EMPLOYER'S RIGHT TO ACCEPT ANY BID, NEGOTIATE AND TO REJECT ANY OR ALL BIDS**
- Notwithstanding Clause 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.
- 26. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT**
- 26.1 **The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer electronically online on the e-procurement portal of CIL 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: -**
- Time schedule for Execution of Formal written Agreement.
 - 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 submitted by the contractor as**

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per contract conditions.

In case of failure to enter in to agreement within specified period the contract will be terminated in accordance to clause 9 of conditions of contract (GTC).

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 Cl. 14.3.

26.5 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

27.1 Security Deposit shall consist of two parts:

- a. Performance Security to be submitted at award of work and
- b. Retention Money to be recovered from running bills.

The security deposit shall bear no interest.

For details refer cl. 4 of Conditions of Contract (General terms and Conditions)

28. EMPLOYMENT OF LABOUR

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

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

Payment of Provident Fund for the workmen employed by him for the work as per the Law prevailing under provision of CMPF/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.

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.

28.2 The bidder shall also comply with statutory requirements of various acts including CL(R&A) Act.

28.3 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

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

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

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 be treated as a breach of contract.

34. Miscellaneous.

- 34.1 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 entry 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.

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- iv.** The beneficial owner for the purpose of (III) above will be as under
1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural persons, 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 percent. of shares or capital or profits of the company
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership:
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural persons, 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 (d) 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.
 6. 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. UNDERTAKINGS TO BE FURNISHED ONLINE BY THE BIDDER

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

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

OR

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

- a. Name of the employee
- b. Place of posting
- c. Department
- d. Designation
- e. Type of relation- Wife/Husband/Father/Step-Father/Mother/Step-Mother/Son/Step-Son/Son's

INSTRUCTIONS TO BIDDERS

wife/Daughter/Daughter's Husband/ Brother/Step-Brother/Sister/Step-Sister.

(ii) That the firm/companyundertakes, pledges and promise that it will not engage any activities involving child labour and that it will not secure any services that will tap or employ children nor will it promote and encourage any activities or enterprises involving child labour, with respect of above mentioned work.

(iii) That the firm/ companyand any of its any Directors/ partners / officers/ supervisors will not engage, employ or tap any children nor will it contract any business to any contractors or sub- contractors who are engage in child labour, with respect of above mentioned work.

(iv) That, if it is reported and proved that the firm/ company has engage any child labour, then the firm/ company undertakes to pay the penalty as imposed by WCL as per the terms and conditions of the contract.

(v) That, if it is reported and proved that the firm/ company has engaged any child labour, then the firm/ company undertakes to comply with any other direction issued by WCL as per the terms and conditions of the contract.

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

Or

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

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

Or

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

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

* Delete whichever is not applicable

10. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including Earnest Money and banning of our firm and all partners of the firm etc.
11. I/We agree with terms and conditions of Letter of Bid as per Annexure-A of the NIT / Tender document.
12. I/We agree with terms and conditions of Pre-Contract Integrity Pact as per Annexure-D of the NIT / Tender document.

INSTRUCTIONS TO BIDDERS

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

B. TERMS AND CONDITIONS OF E-TENDER SERVICES AGREEMENT

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

You may print and download portions of material from the different areas of the website solely for your

INSTRUCTIONS TO BIDDERS

own non-commercial use provided that you agree that you shall not change or delete any copyright or proprietary materials from the site.

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

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

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

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

Bidder Registration, Password and Security

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

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

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

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

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

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

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

• **Modification of software**

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

INSTRUCTIONS TO BIDDERS

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

INSTRUCTIONS TO BIDDERS

person from which such Content is originated. This means that you are entirely responsible for all Content that you upload, post, email or otherwise transmit via the e-Tender portal.

CIL/subsidiary does not control the Content posted via the e-Tender portal and, as such, does not guarantee the accuracy, integrity or quality of such Content. Hence under no circumstances, CIL/subsidiary is liable in any manner for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, e-mailed or otherwise transmitted via the Site.

- **Amendments to a tender published:**

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

- ➔ **Special Admonitions For International Use:**

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

- ➔ **Links**

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

Miscellaneous

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

Governing Law

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

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

- **Modification of terms of Agreement**

CIL/its Subsidiaries reserves the right to add to or change/modify the terms of this Agreement. Changes could be made by us after the first posting to the Site and you will be deemed to have accepted any change if you continue to access the Site after that time. CIL/its Subsidiaries reserves

INSTRUCTIONS TO BIDDERS

the right to modify, suspend/cancel, or discontinue any or all services/ make modifications and alterations in any or all of the content, at any time without prior notice.

→ **Policy and Security**

General Policy

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

Information Collected

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

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

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

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

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

Use of Cookies:

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

Security

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

C. Letter of Bid (Annexure A).

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

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

INSTRUCTIONS TO BIDDERS

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.

37. Integrity Pact (Annexure D)

General

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

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

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

NOW, THEREFORE,

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

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

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

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

INSTRUCTIONS TO BIDDERS

Section 1 – Commitments of the Principal

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

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

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

Principal will exclude from the process all known prejudiced persons.

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

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

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

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

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

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

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

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

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

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

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

Section 5 - Previous transgression

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

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

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

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

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

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

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provisions.

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

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

Section 8 - Independent External Monitor

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

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

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

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

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

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

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

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

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

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

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

INSTRUCTIONS TO BIDDERS

Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

Section 10 - Other provisions

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

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

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

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

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

Section 11- Facilitation of Investigation

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

Section 12- Law and Place of Jurisdiction

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

Section 13 - Other Legal Actions.

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

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GENERAL TERMS AND CONDITIONS

1. DEFINITIONS :

- i. The word "Company" or "Employer" or "Owner" wherever occurs in the conditions, means the Western Coalfields Limited, represented at the headquarters of the Company by the Chairman-Cum-Managing Director or his authorised representative or any other officer specially deputed for the purpose.
- ii. The word "Principal Employer" wherever occurs, means the authorised representative or any other officer specially deputed by the Company for the purpose.
- iii. The word "contractor"/"contractors" wherever occurs means the successful Bidder/Bidders who has/have deposited the necessary Earnest Money and has/have been given written intimation about the acceptance of tender 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.
- iv. "The Site" shall mean the 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.
- v. 'Accepting authority' shall mean the management of the company and includes an authorised representative of the company or any other person or body of persons empowered in this behalf by the company.
- vi. A 'Day' shall mean a day of 24 hours from midnight to midnight.
- vii. 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 competent authority) who will be responsible for supervising and administering the contract.
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.
- viii. 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 conditions, if any, schedule of quantities with rates and amounts, Schedule of work.
- ix. 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 obviate any risk or accident or failure or become necessary for security.
- x. '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.
- xi. 'Contract price' shall mean
 - (a) in the case of lump sum contracts the total sum for which tender is accepted by the company.
 - (b) in the case of other types of contracts the total sum arrived at based on the individual rates quoted by the tenderer for the various items shown in the 'Bill of quantities' of the tender documents as accepted by the company with or without any alteration as the case may be.
- xii. '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 intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

2. CONTRACT DOCUMENTS:

The following documents shall constitute the contract documents:

- (i) Articles of Agreement,
- (ii) Notice Inviting Tender and Instructions to tenderers,
- (iii) Letter of Acceptance of Tender indicating deviations, if any, from the conditions of contract incorporated in the Bid/Tender document issued to the bidder,
- (iv) Conditions of contract, including general terms and conditions, additional terms and conditions, special conditions, if any etc. forming part of the Agreement,
- (v) Scope of works/Bills of quantities and

- (vi) Finalised work programme.
- (vii) Integrity Pact as applicable as decided by different Subsidiary companies
- (viii) Guidelines for Banning of Business.
- (ix) Any other document if required.

- 2.1 After acceptance of tender 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), excepting 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 authorised 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 of 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 '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.
 - b. 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 totaling 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 3% of Annualized value of contract or contract value whichever is lower having contract period up to 5 (Five) years and for the contract having contract period exceeding 5 (Five) years the Performance Security (First part of security deposit) should be 5% of Annualized value of contract and should be submitted within 21 days of issue of Award of work / issuance of LOA by the successful bidder in any of the form given below:**
- A Bank Guarantee in the form given in the bid document from any scheduled Bank. 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 favour of **Western Coalfields Limited** on any Scheduled Bank payable at its Branch at Nagpur.
- However, Company may approve submission of Performance Security beyond 21 days by another 14 days with proper justification on a case to case basis.**
- The Earnest Money/Bid Security deposited to be returned to the contractor after submission of performance security. The Earnest Money/Bid Security deposited may be adjusted against the security deposit (Performance Security) at bidder's option.

- 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 or
 - (b) by a foreign bank located in India and acceptable to the employer.

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

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

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

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 **Chandrapur**.

The paper BG would be delivered by Issuing Bank to the Beneficiary under Speed Post/Registered Post (AD). Original Bank Guarantee shall be accepted from Issuing Bank only. However, the paper BG would be operative

only on receipt of a separate advice through SFMS and confirmed by the Advising Bank (i.e. Beneficiary Bank).

The confirmation of issuance of BG through SFMS from Advising Bank shall be obtained through electronically as well as print out of the said message from Advising Bank with seal and signature.

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

Name of Beneficiary & its details	Name	Western Coalfields Limited
	Area	Chandrapur Area
	Bank Account No.	087005001259
	Department	Contract Management Cell
Beneficiary Bank & Address	ICICI Bank	
	Chandrapur Branch	
IFSC Code	ICIC0000870	

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

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

- 4.4 **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 150 days 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: Deleted

With respect to OM No. F. 9/4/2020 dated 12.11.2020 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.

- 5.1 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.

- 5.2 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/tender, failing which
- b. the rates shall be derived from the company's prescribed schedule of rates based on which the estimate for tendering 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 tender 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 ten 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 up to 30% of original awarded value may be awarded with the approval of Competent Authority.

5.4 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. 4.3 & 4.4 taking into consideration the period of extension.

5.5 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.

5.6 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 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, quantity beyond 10 % and up to 30 % of original awarded value may be done with the approval of as per DOP.

6 TIME FOR COMPLETION OF CONTRACT - EXTENSION THEREOF, DEFAULTS & COMPENSATION FOR DELAY:

Immediately after the Bid of the contract is concluded, the Engineer-in-charge and the contractor shall

agree upon time and progress chart prepared on the basis of a work schedule to be submitted by the contractor showing the order in which the work is proposed to be carried out within the time specified in the contract documents. 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 of work whichever is later.

However, the Date of Commencement may be decided with mutual consent with the Contractor on any date after issuance of Letter of Acceptance/Work Order or handing over the site of work prior to the date as prescribed above.

- 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 the 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:

a) 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 shortfall quantity 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 to 70% 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 shortfall 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 shortfall 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 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. delay on the part of the contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work

e. any other causes which, at the sole discretion of the company is beyond the control of the contractor.

"Hindrance Register" should be maintained for recording the 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.

6.5 **Deleted.**

6.6 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 shall be granted with the approval of Accepting Authority of the tender.

In case the Contractor does not apply for grant of extension of time within 30 (thirty) days before the stipulated date of completion of contract and the Company wants to continue with the work beyond the stipulated date of completion for reason of the work having been hindered, the Engineer-in-charge with the approval of Competent Authority as mentioned above can issue extension of time even in the absence of application from the Contractor. Such extension of time is valid provided the Contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to Company's right to levy penalty on account of shortfall quantity under clause 6.2 of condition of contract.

6.7 (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 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.

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.

8 **MEASUREMENT AND PAYMENT:**

Except where any general or detailed description of the work in quantities provides otherwise, measurements of work done shall be taken in accordance with the relevant standard method of measurement as applicable to the schedule of quantities/schedule of work /specification to the contract. In the case of items not covered by any of the aforesaid contract documents, measurement shall be taken in accordance with the relevant standard method of measurement issued by the Indian Standard Institution.

8.1 All items of work carried out by the contractor in accordance with the provisions of the contract having a financial value shall be entered in the Measurement Book/Log Book, etc. as prescribed by the company so that a complete record is obtained of all work performed under the contract and the value of the work carried out can be ascertained and determined there from.

8.2 Measurements shall be taken jointly by the Engineer-in-charge or his authorised representative and by the contractor or his authorised representative.

8.3 Before taking measurements of any work, the Engineer-in-charge or the person deputed by him for the purpose shall intimate the contractor to attend or to send his representative to attend the measurement. Every measurement thus taken shall be signed and dated by both the parties on the site on completion of the measurement. If the contractor objects to any of measurements, a note to that effect shall be made in the Measurement Book /Log Book and signed and dated by both the parties.

8.4 In the event of failure on the part of contractor to attend or to send his authorised representative to attend

the measurement after receiving the intimation, or to countersign or to record objection within a week from the date of the measurement, the measurement taken by the Engineer-in-charge or by his authorised representative shall be taken to be the correct measurement of the work done.

- 8.5 Payment on Account - The contractor shall submit interim bill/bills for the work carried out/materials provided in accordance with the 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 the 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, 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 a result of post-payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such over payment and irrespective of the facts whether such disputed claims of the contractor are the subject matter of arbitration or not. The amount of such over payments may be recovered from the subsequent bills under the contract, failing that from contractor's claim under any other contract with the company or from the contractor's security deposit or the 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 Contractors after departmental verification of such changes of tax law issued by Statutory authority.

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/terminate the contract in full or in part, if the 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

Or

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 06 (six) consecutive months or in part where shortfall of contractor is at 30% or more in 6 (six) consecutive months.)

However, when subsidiary 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 balanced 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 subsidiary 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.

- 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-organisation, 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-in-charge 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 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:
- i) 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 6.

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.

In this case the, Engineer-in-charge, shall give notice in writing to that effect to the contractor. In the event of abandonment/reduction in the scope of work, the company shall be liable to pay the contractor at the contract rates full amount for works executed and measured at site up to the date of such abandonment/reduction in the work.

The contractor shall, if required by the Engineer-in-charge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Engineer-in-charge to assess the amount payable. The contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work, other than those as specified above.

However, the penalty on account of shortfall quantity as per clause 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:

i) 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

i. The company reserve the right to let other contractors in connection with the project and the contractor/contractors shall co-operate in the works for the introduction and stores and materials and execution of his/their works.

ii. The contractor/contractors shall employ only competent, skilful 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.

iii. 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.

iv. The contractor/contractors shall familiarise themselves with and be governed by all laws and rules of India and Local statutes and orders and regulations applicable to his/their work.

v. 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' tendered rates.

vi. The contractor/contractors shall furnish to the Engineer-in-charge or his authorised representative with work reports from time to time regarding the contractor/contractors organisation and the progress made by him/them in the execution of the work as per the contract agreement.

vii. 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 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. 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 thereunder 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.

viii. 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.

ix. The contractor/contractors shall make his/their own arrangement for all materials, tools, staff and labourer 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.

x. 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.

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

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 years of age.

Payment of Bonus shall be paid as per The Payment of Bonus Act.

The contractor/ contractors shall not pay less than the wages fixed (notified and prevalent during execution of the work for mining activities as per policy decision of the Company / CIL valid from time to time) in respect of his employees of different categories.

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.

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.

The Minimum rates of wages showing the basic rates payable w.e.f. 01.10.2021 will be as under:-

Categories of Employee	Rate of Wages including VDA (in Rs.) per day w.e.f. 01.10.2021.
Unskilled	Rs. 787.00 + 163.00 = 950.00
Semiskilled / Unskilled Supervisory	Rs. 817.00 + 170.00 = 987.00
Skilled	Rs. 847.00 + 176.00 = 1023.00
Highly Skilled	Rs. 877.00 + 182.00 = 1059.00

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 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.

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.

xii. 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.

xiii. 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 tendered rate.
- d. In the event of contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the contractor is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due by the contractor.

xiv. 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."

xv. A contractor deployed in a mine for any work shall:-

- a. 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 risk;
- b. ensure arrangement for reporting work related injuries and diseases, ill health and incidents among his workers while performing work in the mine;
- c. provide relevant workplace safety and health hazards awareness and training to their workers prior to commencing and as work progresses as necessary; and
- d. ensure compliance of the provisions of Act, and the rules and regulations framed there under.

xvi. The Contractor shall comply with all the provisions / conditions of the Notification, Dhanbad, the 01st October 2018 under the head G.S.R. 987(E), published in Gazette of India, specifying the safety features and devices to be provided in Heavy earth Moving Machinery (HEMM) including trucks and Tippers used in coal Mine under regulation 216(2) of Coal Mine Regulations 2017.

xvii. Providing Land for establishing Diesel Dispensing Unit(s) along with workshop may be agreed on the request of the Contractor depending on the merit of the case and subject to availability of land.

The Contractor shall obtain all statutory approvals/license and ensure compliance of all applicable provisions for establishing of Diesel Dispensing Unit(s).

Diesel Dispensing Units will be used by Contractor only for their own use in the contracts awarded by company.

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 CGM, GM. If differences still persist the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the **committee**.

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

Disputes relating to the commercial contracts with Central Public Sector Enterprises / Govt. Departments (except Railways, Income Tax, Customs & excise duties)/ State Public Sector Enterprises shall be referred by either party for Arbitration to the PMA (Permanent Machinery of Arbitration) in the department of Public Enterprises.

In case of parties other than Govt. Agencies, the redressal of the dispute may be sought through Arbitration (THE ARBITRATION AND CONCILIATION ACT, 1996 as amended by AMENDMENT ACT of 2015).

13(A) SETTLEMENT OF DISPUTES THROUGH ARBITRATION

If the parties fail to resolve the disputes/differences by in house mechanism, then, depending on the position of the case, either the employer/owner or the contractor shall give notice to other party to refer the matter to arbitration instead of directly approaching Court. The contractor shall, however, be entitled to invoke arbitration clause only after exhausting the remedy available under the clause 12.

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

Sole Arbitration:

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

(a) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his/her award being set aside by the court for any reason, it shall be lawful for the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

(b) It is further a term of this contract that no person other than the person appointed by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.

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

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

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

Contracts with Partnership firm/ Joint Venture/Consortium:

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

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

8. Appellate Authority shall be one Rank higher than the Competent Authority meant for 'Banning of Business'. In case the banning is done with the approval of CMD of the Subsidiary Company then Chairman, CIL shall be the Appellate authority.
 9. Any change on the above may be done with approval of FDs of CIL.
 10. All the orders of banning 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.
 11. Efforts shall be made by the concerned Department so that such order is linked to e-tender portal of Coal India Limited.
17. The closure of contract shall be done within a period of 150 days after completion of the work.
18. 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.

SPECIAL TERMS & CONDITIONS FOR OB PROCESSING CONTRACT

1. SCOPE OF WORK

- a) Loading and transportation of OB from OB dumps of Durgapur OCM and unloading into processing plant at an average lead of 0.516 KM.
- b) Processing of OB through Processing unit (Grizzly/Screens, Crushers, Scrubber, thickener etc.) for segregation of sand and clay including disposal of Clay at designated site/stacking yard of clay at an average lead of 0.5 KM.
- c) Transportation of Sand from Processing Plant and unloading at Sand Stock yard at an average lead of 0.2 KM
- d) Loading of finished sand into consumer's vehicles form sand stock yard.

Specification of the product sand (IS-383 standards) to be prepared:

Size	Percentage of Passing			
	Grading Zone-I	Grading Zone-II	Grading Zone-III	Grading Zone-IV
10 mm	100	100	100	100
4.75 mm	90 – 100	90 – 100	90 – 100	95 – 100
2.36 mm	60 – 95	75 – 100	85 – 100	95 – 100
1.18 mm	30 – 70	55 – 90	75 – 100	90 – 100
600 micron	15 – 34	35 – 59	60 – 79	80 – 100
300 micron	5 – 20	8 – 30	12 – 40	15 – 50
150 micron	0 – 10	0 – 10	0 – 10	0– 15

2. FINANCING

Financing of the Project shall be done by the Bidder.

3. TECHNOLOGY & CAPACITY

The Plant shall be constructed and operated by the Successful Bidder who will enjoy the freedom of selection of technology, type and design of the Plant with zero effluent discharge & also operation and maintenance of the Plant, subject to various statutory & regulatory provisions, as prevalent in India, environmental regulations and safeguards as per norms etc. The Plant shall be designed with closed water circuit and zero effluent discharge. The Plant shall be capable of efficient performance with feed to produce specified sand capacity. Responsibility of obtaining various clearances will be of Successful Bidder. Support and help from WCL will be provided to the extent possible.

4. OVERBURDEN (OB) SUPPLY

Successful Bidder shall transport the Overburden as per their requirement from the specified OB dump site at an average lead of 0.516 KM from the Plant site.

5. SAND LOADING

The Successful Bidder shall make necessary arrangements for loading of sand in to the trucks /tippers of accessed customer identified by WCL after proper weighing / measurement (including tare weight/empty tipper)

6. SOURCE OF WATER

The source of water will be ground water through bore wells. The necessary arrangement for bore wells & internal distribution of water within the plant is the responsibility of successful bidder. The water cess on consumption of water at prevailing Government rates as applicable for Ground Water Abstraction will be paid by the bidder. The

consumption of water will be monitored by WCL. The proposed plant should be closed circuit with zero discharge of water and effluents

7. COMPLETION OF CONTRACT

Unless otherwise terminated under the provisions of any other relevant clause, the Contract of the Plant shall continue till expiry of Contract for operation & maintenance i.e. seven (7) years from the date of start of commercial operation [with a provision of reviewing by WCL for renewal of the Contract thereafter on the basis of mutually agreed terms and conditions.

8. ACCESS TO THE SITE

- i. The access to Site shall be granted by WCL to the Successful Bidder within ten (10) days from the date of signing of the Agreement for the entire Contract Period subject to the terms and condition of this Bid Document.
- ii. In consideration of construction of the Plant, this Bid Document and the covenants and warranties on the part of the Successful Bidder herein contained, WCL, in accordance with the terms and conditions set forth herein, shall grant to the Successful Bidder, commencing from the date of handing over the Site, access to and permission to work or to use in respect of all the land (along with existing infrastructures, etc. thereon) comprising the real estate, which is more particularly described, delineated and shown in Drawing hereto (the "Site"), on an "as is where is" basis to construct, operate and maintain the Sand segregation Plant, for the purposes permitted under this Bid Document, and for no other purpose whatsoever. **However, the entire Site shall be and shall at all times remain the exclusive and absolute property of WCL and neither the Successful Bidder nor any persons claiming through or under the Successful Bidder shall have or shall at any time claim any property, right, title or interest in such Site.**
- iii. All rights and permissions granted to the Successful Bidder in respect of the Site (including any temporary or permanent structures erected by the Successful Bidder) shall terminate automatically and forthwith, without the need for any action to be taken by WCL upon the termination of the Agreement for any reason whatsoever.
- iv. WCL (acting directly or through a nominee) shall be Successful Bidder's true and lawful attorney, to execute and sign in the name of the Successful Bidder a surrender of the rights granted hereunder at any time upon the termination of the Agreement, a sufficient proof of which will be the declaration of any duly authorised officer of WCL, and the Successful Bidder consents to it being registered for this purpose.
- v. During the Contract Period, the Successful Bidder shall protect the Site from any and all occupations, encroachments or encumbrances, and shall not place or create nor permit any contractor or other person claiming through or under the Successful Bidder to place or create any encumbrance or security interest over all or any part of the Site and/or the project assets, or on any rights of the Successful Bidder therein or under this Bid Document, save and except as otherwise expressly permitted in this Bid Document and/or the Agreement.
- vi. Following occurrence of the signing of the Agreement, a representative of the WCL (as authorised by the WCL in this regard) and the Successful Bidder shall, on a mutually agreed date and time, inspect the Site and prepare a memorandum containing an inventory of the Site including the vacant and unencumbered land, buildings, structures, road works, trees and any other immovable property on or attached to the Site.
- vii. The Successful Bidder shall be responsible for undertaking the construction of the Plant and associated activities in respect thereof at its own cost and expense. However, the WCL shall pay all taxes and impositions, as applicable in respect of the said Site including the enhancement of rates and taxes payable either to Panchayat/ Municipality/ Government.
- viii. Mining, geological or archaeological rights shall not form part of the permission granted to the Successful Bidder and the Successful Bidder shall not have any mining rights or interest in the underlying minerals, fossils, antiquities, structures or other remnants or things either of particular geological or archaeological interest and that such rights, interest and property on or under the Site shall vest in and belong to WCL or the concerned Government Instrumentality. The Successful Bidder shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or property.
- ix. Successful Bidder shall also not be entitled to let out, transfer, assign, mortgage or allow others to use the said Site. Notwithstanding anything to the contrary contained in this Document, the Successful Bidder shall not sub-lease, sub-licence, assign or in any manner create an Encumbrance on the Site, as the case may be, without prior written approval of WCL, which approval WCL may deny if such sub-licence, assignment or Encumbrance

has or may have a Material Adverse Effect on the rights and obligations of WCL under this Bid Document or the Applicable Laws.

- x. The Selected Bidder shall bear all expenses and charges for special or temporary way leaves required by him in connection with access to the Site.
- xi. All operations necessary for the execution of the works at Site and for the construction of any temporary works shall, so far as compliance with the requirements of the Contract permit, be carried on so as not to interfere unnecessarily or improperly with the public convenience or the access to use and occupation of public or private roads and footpaths or to or of properties whether in possession of the other agency or any other person and the Successful Bidder shall save harmless and indemnify WCL in respect of all claims, demands, proceedings, damages, cost charges and expenses whatsoever arising out of or in relation to any such matters in so far as the Bidder is responsible thereof.
- xii. On expiry of Contract period, the Successful Bidder shall yield to and deliver upon peaceful possession of Site and all rights and permissions granted to the Successful bidder in respect of site shall terminate automatically and forthwith.

9. BY PRODUCTS DISPOSAL

The Bidder shall stack/ dump by-products i.e. clay, etc. on the land identified by WCL. Transportation & disposal of clay shall be the responsibility of Bidder. The disposal of clay shall be as per norms of Environment Management Plan (EMP) duly approved by State/ Central and other concerned agencies.

10. SAFEGUARDS TO BE ENSURED BY THE CONTRACTOR

- a. Quantity of Products & by-products shall match with the quantity of OB supplied to the bidder during a specified period.
- b. Capacity of the Plant shall be in terms of Sand output per annum.
- c. The bidder shall provide storage facility for OB with rehandling arrangement in the Plant premises to ensure continuous production of sand.
- d. The bidder shall provide storage facilities for sand with suitable reclamation arrangement to cater the requirement.
- e. The technology selected shall be environment friendly and zero effluent discharge from Plant premises.

11. SCHEDULE OF WORK AND GUARANTEED QUANTITY OF SAND TO BE PRODUCED

- i. The successful bidder shall commence the work i.e. sand / clay production within 120 days from the date of issue of order (LOA) or handing over of the site for erection of the plant whichever is later.
- ii. The approximate requirement of sand quantity is 3,05,000 cum per year @ 1000 Cum per day.
- iii. The bidder shall indicate the schematic layout / flow diagram of the proposed OB processing plant showing the details on scale.
- iv. The successful bidder shall take all measures to produce the required quantity and quality sand to meet daily requirements.
- v. The monthly guaranteed quantities shall be arrived at basing the above daily requirement and number of working days in a month.
- vi. The bidder shall plan for the OB Processing Plant of adequate capacity to meet the requirement as specified above.
- vii. The bidder shall give due consideration to the stoppages even during rainy season for supplying annual requirement.
- viii. The successful bidder shall maintain sufficient stock of sand in stock yards to meet daily requirements.
- ix. The successful bidder shall build up sufficient stock of overburden (OB) in stock yards to meet the requirements during rainy season.
- x. Annual quantity of sand to be supplied and period of contract may vary on mutual agreement depending upon the demand requirement of prospective consumers of sand.
- xi. The successful bidder shall make arrangements for storing water required for next 24 hours.
- xii. **ENVIRONMENT/ STATUTORY & REGULATORY CLEARANCES**

The Successful Bidder shall be responsible for construction of the Plant as well as operating & maintaining of the same and all allied in compatible manner as per the norms laid down by Central/ State Pollution Control Boards or any other agency as applicable. Obtaining all Government Approvals (including the statutory/regulatory/ environmental clearances issued by the Central and/or State Pollution Control Boards) and other clearances etc. prevalent in the country under the applicable laws on behalf of the WCL shall be the responsibility of the Successful Bidder. WCL shall provide all necessary assistance/ support in this regard. The Successful Bidder must comply with all such requirements during Operation.

12. **WCL SCOPE**

- i. The required land (surface area of about eight (8) Acres) is already under the possession of Chandrapur Area will be made available to the successful bidder for use at free of cost, till the time of contract period for setting up of plant, stacking of OB, sand and clay (A site map enclosed).
- ii. WCL will provide overburden (OB) in the size of (-) 600 mm (at least 80%) at an average lead of 0.516 KM from the plant.
- iii. WCL will provide electric power at 3.3 KV / 550V / 440 V at the plant site and the consumption of electric power will be on chargeable basis as per prevailing rates of electric Board/MSEDCL from time to time.
- iv. The supply of electric power from WCL will be monitored by energy meter on primary side of the firm's circuit by the authority. Internal power distribution within the plant is the responsibility of successful bidder.
- v. WCL will pay only **processing charge** per cubic meter of sand produced.

13. **SITE VISIT, SCIENTIFIC INVESTIGATION AND TECHNOLOGY PROPOSED**

- i. Site visit is a prerequisite for the bidder to clearly understand the work involved and infrastructural facilities available at the site.
- ii. The bidder may undertake grain size, clay content, physico-chemical and flow characteristic etc. studies required on overburden available with WCL at his cost to get the fair idea about the percentage of recovery and other required economics.
- iii. The bidder shall clearly indicate the proposed technology for segregation of sand from Overburden, required civil construction and illustrate with sketches and diagrams wherever required.
- iv. The bidder shall clearly indicate the specifications of all equipments along with its capacity and capital investment as mentioned in Technology requirement (6c Fleet/equipment requirement under eligibility criteria breakup with supporting documents) to be installed for processing of OB to produce sand of required quality (as per IS-383 standards) and quantity.
- v. The bidder shall clearly indicate the operational plan for maximizing the recovery percentage.
- vi. The bidder shall clearly indicate the proposed method of waste water treatment plan.
- vii. The bidder shall give break up of costs for assessing reasonableness of the price quoted.

14. **STACKING, MEASUREMENT AND QUALITY OF SAND**

- i. The successful bidder shall stack (store) the produced sand preferably in Rectangle/Square shape in the area shown by WCL at an average lead of 0.2 KM from the plant.
- ii. Sand Production on daily basis will be cross checked by the stack measurements and actual dispatch from the stock yard.
- iii. Monthly measurements of sand stacked will be conducted by WCL to determine volume of the sand produced by the successful bidder for making payment.
- iv. The successful bidder or his representative shall attend the monthly stack measurements or measurements at lesser intervals. WCL shall give prior notice in this regard. If the successful bidder or his authorized representative does not attend for witnessing for any reason whatsoever in spite of prior notice, WCL will take measurements and the same shall be binding on the successful bidder and the bidder cannot dispute the measurements.
- v. Stack measurements record and truck measurements record shall be certified jointly by the WCL authorities and successful bidder or his authorized representative for releasing payments.
- vi. Stack measurements will be cross checked by the volume of the sand transported in trucks by dip stick method at the time of actual dispatch from the stock yard. The successful bidder or his authorized representative shall witness the measurements. In case, the difference between stack measured quantity and dispatched quantity or any quantity under other established method is less than 1%, the same will be ignored. If the difference is 1% or more, proportionate recovery @ of loss to the company (as per prevailing market rate of sand) will be made from

monthly running bills.

- vii. Laboratory tests will be conducted jointly for quality (as per IS-383 norms) and quantity (bulk density) at authorized NABL accredited laboratory for making payments. The frequency of tests will be decided jointly.
15. The contractor, before starting the work, shall furnish to the General Manager/ Project Officer the list of plant equipments / process diagram/ trucks/tipping trucks/ pay loaders/ equipments, proposed to be deployed for the work, with the related papers of registration, fitness certificate, permits, licenses, Insurance, driving licenses etc. for inspection. No tipping trucks/ trucks/ pay loaders/ equipments shall be deployed for the work without the approval of the Project Officer/ General Manager.
16. The Contractor shall comply with all the provisions / conditions of the Notification, Dhanbad, the 1st October 2018 under the head G.S.R. 987(E), published in Gazette of India, specifying the safety features and devices to be provided in Heavy earth Moving Machinery (HEMM) including trucks and Tippers used in coal Mine under regulation 216(2) of Coal Mine Regulations 2017.
17. The tippers/ trucks/ pay loaders/ equipments, deployed in any other project of the company or any project of any subsidiary of Coal India Limited, shall not be diverted for the work without the approval of the company. Similarly, the tipping trucks/trucks/ pay loaders/ equipments deployed for the work shall not be diverted to any other project without the approval of the General Manager.
18. The contractor shall deploy adequate number of tipping trucks/ equipments for the satisfactory execution of the work.
19. Only tipping trucks with mechanical unloading arrangements shall be deployed by the contractor and in no case "Dala" trucks shall be deployed or permitted to be deployed for the work of transportation. At least 10% of the tippers shall have mechanically covered body.
20. Only tipping trucks in good and safe condition having valid fitness certificate permits/ licenses etc. and in respect of which the required taxes/ fees have been deposited and which are properly covered by insurance, shall be deployed for the work.
21. The company shall have the right to inspect or arrange inspection of the vehicles/ equipments deployed by the contractor for the work at any time and declare any vehicle/ equipment unsafe and ask for its immediate withdrawal from the site/ operation. The contractor shall ensure prompt/ immediate compliance of the same.
22. The contractor shall at his own cost, arrange for regular checking/ maintenance/ repair of the tipping trucks/ equipment and keep them in good and safe conditions at all times.
23. Proper records of such checking/ maintenance/ repair shall be maintained in a Log Book kept on the vehicle for the purpose, which shall be readily available for inspection whenever required.
24. Only experienced, skilled and disciplined drivers of sound health, good behavior and antecedents having valid and requisite driving license shall be deployed by the contractor for driving the tipping trucks/trucks/ pay loaders/equipments deployed for the work.
25. In no case any un-authorized driving of the tipping trucks or operation of payloaders/ equipments shall be permitted by the contractor.
26. The tare-weight, gross weight, maximum carrying capacity of the truck and the dimensions of the body of the truck shall be clearly indicated on the body of each tipping trucks deployed for the work and maintained in good legible condition, at all times.
27. No addition or alteration to the size of the body or any such truck shall be carried out, without prior approval of the Project Officer/ General Manager.
28. The trucks shall be loaded only up to the maximum carrying capacity and shall not be overloaded under any circumstances.
29. The re-appropriation /re-allocation of the quantities may be done with the approval of Engineer-in-charge within the stipulated contract period and contract value with the approval of the approving authority of the contract. In case the approving authority is Board, then with the approval of the CMD of the Subsidiary Company.
30. No manual workers shall be engaged by the contractor for loading/ unloading of the trucks or loading of wagons, under any circumstances whatsoever.
31. The contractor shall bring/ take back and arrange for the transportation of the trucks/ equipments/ men and materials required for the work at his own cost.
32. Contractor's trucks should ply only on specified routes/ roads. In case, plying of the trucks on any other route/ road become necessary, due to any reason, prior approval for the same shall be taken by the contractor from the Project

Officer/ General Manager. In case of violation of this provision penalty may be imposed on the contractor and/ or the contract terminated.

33. The work shall be executed round the clock on all the days of week as directed by the Project Officer/ General Manager and the contractor shall be obliged to comply with the same.
34. The contractor shall not have any claim whatsoever for the idleness of his tipping trucks/ trucks/ payloaders/ equipments/ employees for want of OB/sand etc. or non-availability of departmental **equipment**, or lack of space available at the unloading site or any dislocation en-route and/ or for any other reason.
35. The contractor shall at his own cost arrange for all materials, stores, spares, tools, tackles etc. and maintenance/ repairs of the tipping trucks/ payloaders/ equipments required/ deployed for the work. The company shall have no liability whatsoever on this account.
36. In emergent situations 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 the General Manager but value of the same along with the handling/ departmental charges as per the then prevailing rules of the company shall be charged from him or recovered from his bills/ security deposit.
37. The contractor shall maintain proper records in English/ Hindi of the trucks/ equipments/ persons, etc. deployed for the work, work done, daily attendance of the employees, payment to the employees etc. and the Company shall have the right of access to and inspection of these records or to call for any or all these records or ask the contractor to submit such reports as it considers necessary and the contractor shall be bound to comply with such instructions.
38. The Company shall have no responsibility/ liability whatsoever for any accident/ damage to the contractor's vehicle/ equipments in transit or while engaged in the work.
39. The contractor shall familiarise 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, Workmen's Compensation Act, etc. and shall be fully responsible and liable for due observance of the same. The company shall have no responsibility/ liability whatsoever on these accounts and the contractor shall fully indemnify the Company against any claim/ dispute/ reference Award, etc. arising out of the same.
40. If the Company suffers any loss on account of suspension of production or idleness of its equipments/ employees or on any other account or damage to its property, due to any failure on the part of the contractor or due to any act of omissions or commission on the part of his representative/ employees or from the trucks/ equipments of the contractor, the value of the same as assessed by the Company, shall be recovered from the contractor's bill/ security deposit. The decision of the company in this regard shall be final and binding on the contractor.
41. In case a contractor fails to deploy adequate number of payloaders, the company may, without any reference to the contractor, deploy its own pay loader/s and or make alternative arrangements for loading of the wagons/trucks for which double the wagon/ truck loading charges payable to the contract/s, for the quantity loaded by the Company's Payloader/s of extra expenditure incurred by the Company on alternative arrangement made shall be recovered from the contractor.
42. The Contractor shall post adequate number of competent, experienced, skilled and disciplined persons having good antecedents for satisfactory execution of the work. A list of all such persons shall be kept in the office of the contractor and a copy of the same shall be furnished to the General Manager/Project Officer as and when required. All these persons shall be in the direct employment and under direct administrative control of the contractor and the management shall have no responsibility/ liability whatsoever in this regard.
43. The contractor shall issue an identity card/ employment card to each employee with photograph duly attested by him which the employee shall always carry with him, while on work and produce for inspection whenever required.
44. The contractor shall not engage any person of less than 18 years of age or females during night hours as required by relevant law.
45. The contractor shall pay to his employees wages not less than as per clause of NIT.
46. 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 representative authorised by General Manager/Project Officer who shall duly witness all payments by the contractor to his employees. For this purpose the contractor shall notify to the General Manager/ Project Officer the wage period (s) day/ date and time of payment.
47. The contractor shall prepare the wages sheet for his employees in duplicate, a copy of which shall be regularly submitted to the Project Officer.
48. 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, Regulations, Orders applicable to the work e.g. bonus under

Coal Mines Bonus Scheme and Payment of Bonus Act. Sunday Wages, Overtime, Holiday Wages, Leave Wages, Sick Leave etc.

49. The contractor shall also comply with the provisions of the Coal Mines Provident Fund Scheme and regularly deposit the contributions in accordance with the same. The Company shall have no liability whatsoever in this regard.
50. 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.
51. The contractor shall arrange for the training of his employees in accordance with the Mines Vocational Training Rules, 1966 as amended from time to time, at his own cost.
52. 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.
53. The contractor shall provide foot-wears, helmets and other protective equipments, to his employees as provided in the law, at his own cost. In case of failure on the part of the contractor to provide these Protective equipments, the company may provide the same to the employees at the cost of the contractor.
54. The successful bidder shall arrange for training of his employees in accordance with the Mines Vocational Training Rules, 1996 as amended from time to time, at his own cost. However, WCL shall provide their existing vocational training centers for undergoing the said training free of cost.
55. All employees deployed for the work shall undergo IME and PME as per statute and the record of the same shall be maintained in the office of Manager. An amount of Rs. 950/- only shall be charged towards conducting IME for each contractor's worker, which shall be recovered from the bills of the contractor.
56. The contractor shall deploy efficient state of art technology process equipments for better recovery of sand and clay with adequate number of tipping trucks/ equipments for the satisfactory execution of the work.
57. Bidder shall own the OB processing plant to be installed if work is awarded to them.
58. **Revision of Specific Prices (Processing Cost)**

The specific rates (Processing Cost) per cubic meter of sand produced shall be quoted by the Bidder in INR only. Payment under contractual obligation shall be made to the successful bidder only for sand produced.

Total contract period will be of 07 (seven) Years as indicated in the NIT.

If the price of diesel, and „other components“ (wages, consumables, spares, tyres) 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/ recoveries 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.

Where the contract period is up to 6 months, no compensation/ recovery for price variation will be made except for diesel. Where the contract period is more than 6 months, compensation/ recovery for price variation in respect of diesel, and „other components“ will be effected as per Price Variation formula provided in the Special Terms & Conditions. Such compensation/recoveries for variation in the prices when due shall be worked out based on the following provisions:

- 58.1 Where the contract period is more than 6 months, compensation/ recovery for price variation will be effected.
- 58.2 The base date for working out such price variation shall be the last date on which Bids were stipulated to be received. 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.
- 58.3 Benchmarking of price variation on account of diesel will be done on the basis of price of the diesel of the retail outlet

of IOC/BP (PSUs), nearest to the worksite and the price variation will be admissible on simple average of diesel rate (nearest to the worksite) of the period considered for price variation.

58.4 Formula for Revision of Price = Fixed component (31%) + Variable Component (69%)

The price variation in variable components is as below:-

Price Variation on account of Diesel

The compensation/recovery for escalation / de-escalation of Diesel prices will be governed by the following formula.

Diesel Price Variation compensation/recovery in Rs./ Cu.M of sand produced = $R \times C \times (D1-D0)/D0$.

Where, R = Awarded Rate in Rs/Cu.M of sand produced

C = 0.23 for "Diesel component" expressed as percentage of total value of work D0 = Base Price of Diesel corresponding to the last date of submission of Bid.

D1 = Revised price of Diesel, corresponding to period of variation within the period under consideration.

Price Variation on account of Wages

The compensation/recovery for escalation/de-escalation of "wages" will be governed by the following formula.

Wages components Price Variation compensation/recovery in Rs./ Cu.M of sand produced = $R \times C \times (W1-W0)/W0$.

Where,

R = Awarded Rate in Rs/Cu.M. of sand produced

C = 0.16 for "Wages" expressed as percentage of total value of work

W0 = All India Consumer Price Index for Industrial Workers, CPI(IW) as published by RBI Bulletin, Ministry of Industry & Commerce, Govt. of India, related to last date of bid submission.

W1 = Average All India Consumer Price Index for Industrial Workers, CPI (IW) for the period to which escalation / de-escalation relates as published by RBI Bulletin, Ministry of Industry & Commerce, Govt. of India

AND

Price variation on account of other components:

The compensation/recovery for escalation/de-escalation on account of "other components" will be governed by the following formula:

Other components Price Variation compensation/recovery in Rs./Cu.M of sand produced = $R \times C \times (M1-M0)/M0$.

Where,

R = Awarded Rate in Rs/Cu.M of sand produced

C = 0.30 for "other components" expressed as percentage of total value of work

M0 = All India Whole Sale Price Index for all commodities(WPI) as published by RBI Bulletin, Ministry of Industry & Commerce, Govt. of India, related to last date of bid submission.

M1 = Average All India Whole Sale Price Index for all commodities (WPI) for the period to which escalation / de-escalation relates as published by RBI Bulletin, Ministry of Industry & Commerce, Govt. of India.

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

(Not to be Uploaded by bidder online as it is a Part of Tender Document)

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

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 (if deposited) and also debar us from participating in future tenders for a minimum period 12 months.

Format of Affidavit to deploy matching equipment for OB processing Plant.

(To be filled by the Bidders).

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

1. We are submitting Bid for the work against Bid Notice No..... dated.....
2. We hereby confirm that we shall install Weightometer in product conveyor belt for measurement of quantity of sand production on daily basis.
3. We hereby confirm that we shall deploy matching equipment such as OB processing plant and allied accessories/equipments of required specifications as per NIT.
4. We hereby confirm that we shall be owner of the OB processing plant to be installed if work is awarded to us.

Signature of the Bidder.

Dated.....

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

Seal of Notary

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.

3. 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.

4. 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.

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.

PROFORMA FOR UNDERTAKING TO BE ACCEPTED UNCONDITIONALLY BY BIDDER/S (ON BIDDER'S LETTER HEAD) FOR GENUINENESS OF THE INFORMATION FURNISHED ONLINE AND 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 work.....against NIT No/Tender ID..... Dated..... and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.

2.(i) "Myself/ Our Partners/ members / Directors don't has/ have any relative as employee of(Name of Company)

OR

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.

(ii) That the firm/companyundertakes, pledges and promise that it will not engage any activities involving child labour and that it will not secure any services that will tap or employ children nor will it promote and encourage any activities or enterprises involving child labour, with respect of above mentioned work.

(iii) That the firm/ companyand any of its any Directors/ partners / officers/ supervisors will not engage, employ or tap any children nor will it contract any business to any contractors or sub- contractors who are engage in child labour, with respect of above mentioned work.

(iv) That, if it is reported and proved that the firm/ company has engage any child labour, then the firm/ company undertakes to pay the penalty as imposed and / or 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 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 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. Bid Security Declaration: If I/we withdraw or modify our bid during the period of validity, or if I/we are awarded the contract and I/we fail to sign the contract, or to submit a performance security before the deadline or any other default which attracts forfeiture of EMD (as prescribed in the existing manuals) as defined in the request for bids document, I/we will be banned for two years from being eligible to submit Bids in CIL and its subsidiaries.(Applicable for tenders to be invited upto 31.12.2021)

11.Certificate regarding compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 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.

12.*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.

13.*I/We have not been banned 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.....
year/s, effective from to.....(in case of JV, name(s) of the JV member(s)).

14.“I / We, 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)”

15.If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid
and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including
Earnest Money and banning of our firm and all partners of the firm etc.

* Delete whichever is not applicable.

Dated

Signature of the Bidder
In case of JV, Signature of all members of JV

PRE CONTRACT INTEGRITY PACT

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

General

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

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

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

NOW, THEREFORE,

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

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

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

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

Section 1 – Commitments of the Principal

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

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

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

Principal will exclude from the process all known prejudiced persons.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

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

Section 5 - Previous transgression

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

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

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

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

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

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

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

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

Section 8 - Independent External Monitor

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

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

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

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

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

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

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

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

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

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

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

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

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

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

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

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

Section 11- Facilitation of Investigation

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

Section 12- Law and Place of Jurisdiction

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

Section 13 - Other Legal Actions.

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

For & On behalf of the Principal)
(Office Seal)

(For & On behalf of Bidder/ Contractor)
(Office Seal)

Place -----

Date -----

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

PROFORMA OF JOINT VENTURE AGREEMENT

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

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

AMONGST/BETWEEN

M/s....., having its registered Office at
Represented by Shri.....(Name and Designation) of M/s.....Who has power of Attorney
to enter into Joint Venture with.....and
Sign all documents/ agreements on behalf of M/s..... (hereinafter referred to as”.....”)

AND

M/s....., having its registered Office at
Represented by Shri.....(Name and Designation) of M/s.....who has power of Attorney
to enter into Joint Venture with.....and
Sign all documents/agreements on behalf of M/s..... (hereinafter referred to as”.....”).

AND

M/s....., having its registered Office at
Represented by Shri.....(Name and Designation) of M/s.....who has power of Attorney
to enter into Joint Venture with.....and
Sign all documents/agreements on behalf of M/s..... (hereinafter referred to as”.....”).

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

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

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

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

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

1) FORMATION AND TERMINATION OF THE JOINT VENTURE.

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

a) The name and style of the Joint Venture shall be “.....”
(hereinafter called the “Joint Venture”

b) The Head Office of the Joint Venture shall be located at..... and the site office will be located at the

site of the Project. All communication regarding the project will be made to..... Telephone Nos.....

c) Neither of the parties of the Joint Venture shall be allowed to assign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture to any party including the existing partner of the Joint Venture.

d) The term of the Joint Venture shall begin as on the date first set forth above and shall terminate on the earliest of the following dates.

i) The Joint Venture fails to obtain qualification from the Employer.

ii) The Contract for the Project is not awarded to the Joint Venture.

iii) The Employer cancels the Project

iv) 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 Agreement.

2) LEAD PARTNER.

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

3) REPRESENTATIVE OF THE PARTNERS OF THE JOINT VENTURE.

Each constituent party of the Joint Venture appoints the following personnel as the representative of the relevant party with full power of attorney from the Board of Directors of the concerned company, or from the partners of the entity, or from the proprietor.

JV Partner Name Position in the respective Company

M/s..... ...Lead Partner

M/s..... ...Partner.....

M/s..... Partner.....

4) PARTICIPATION SHARE & WORK RESPONSIBILITIES.

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

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

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

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

4.2 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 individually or collectively.

4.3 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 partner of Joint Venture shall be liable jointly and severally during the Pre-qualification and Bidding process; and in the event the contract is awarded, during the execution of the Contract, in accordance with Contract terms.

6) WORKING CAPITAL

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

7) BID SECURITY:

Bid Security, Performance Security and other securities shall be paid by the Joint Venture except as otherwise agreed.

8) PERSONNEL & EQUIPMENT

Team of Managers / Engineers of all the partners of the Joint Venture 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.

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 with all the liabilities of the existing partner from the beginning of the contract with the prior approval on Northern Company.

d) Notwithstanding demarcation or allotment of work of between/amongst Joint Venture partners, Joint Venture 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 and not to the individual partners.

10) BANK A/C.

Separate Bank A/c. shall be opened in the name of the Joint Venture in a scheduled or Nationalized Bank in India as per mutual Agreement and all payments due to the Joint Venture 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 shall be discharged through the said Joint Venture Bank Account only and also all the payments received or paid by company to the Joint Venture shall be through that account alone.

11) LIMIT OF JOINT VENTURE ACTIVITIES.

The Joint Venture 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 in connection with the Project shall be paid from the account of the Joint Venture.

13) EXCLUSIVITY

The Parties hereto agree and undertake that they shall not directly or indirectly either individually or with other party or

parties take 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 shall assign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture to a third party without the Agreement of the other party in writing.

b. Subject to the above clause, the terms and conditions of this agreement shall be binding upon the parties, the Directors, Officers, Employees, Successors, Assigns and Representatives.

15) APPLICABLE LAW

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

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

For

For.....

Signature _____
(Name & Address)

Signature _____
(Name & Address)

(Official Seal)

(Official Seal)

Place

Place

Date

Date.....

Witness
Signature

Witness
Signature

(Name & Address)

(Name & Address)

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To
Western Coalfields Limited
.....Area
Re: Bank Guarantee in respect of Contract No.....
Dated..... Between (Name of the company)
and (Name of the Contractor)

WHEREAS

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

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

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

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

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

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

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

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

The Bank further agrees with the company that the company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forbear to enforce any of the terms and conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Guarantor.

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)
(Name)
(Designation)
(Code number)
(address)

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

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

To
Western Coalfields Limited
.....Area

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

WHEREAS

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

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

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

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

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

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

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

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

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

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to Rs.....

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

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

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

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor. The Bank has under it is constitution power to give this guarantee and Shri who has signed it on behalf of the Bank has authority to do so.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code number)

(address)

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

MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT.

1. Name of the Bidder :.....
 2. Address of the Bidder :

 3. City..... Pin Code.....
 E-mail Id
 Permanent Account Number

4. Particulars of Bank:

Bank Name		Branch Name	
Branch Place		Branch City	
Pin Code		Branch Code	
MICR No.			
(Digital Code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your Bank for ensuring accuracy of the Bank Name, Branch Name and Code Number.			
RTGS CODE			
Account Type	Savings	Current	Cash Credit
Account Number(as appearing in the Cheque Book.			

5. Date from which the mandate should be effective.

I hereby declare that the particulars given above are correct and complete. If any, transaction is delayed or not effected for reasons of incomplete or incorrect information. I shall not hold Company responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through SBI Net / RTGS transfer. I agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank for such e-transfer shall be borne by us.

Place :

Date:

Signature of the Party / Authorised Signatory -----

Certified that particulars furnished above are correct as per our records.

Banker's Stamp

Date

(Signature of the Authorised official from the Bank)

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 (if deposited)
 - c. Punitive action as per tender document
2. That I/we accept all terms and condition of NIT, including General Terms and Condition and Special/Additional Terms and Condition as stated there in the tender document as available on the website.
3. That I/we accept the Integrity Pact as given in the tender document (if applicable).
4. That I/we am/are giving my/our consent for e-payment and submitting/shall submit the mandate form for e-payment in the format as prescribed in the document in case, the work is awarded to us.
5. That I/we do authorize CIL/subsidiary for seeking information/clarification from my Bankers having reference in this bid.
6. That I/we will upload original/certified photo/scanned of all the relevant documents as prescribed in the tender document in support of the information and data furnished by me/us online.
7. I/We confirm that I/We have not been banned or de-listed by any Govt. or Quasi Govt. agencies or PSUs. In case We are banned or delisted this information shall be specifically informed to the tender issuing authority.
8. That I/We accept all the undertakings as specified elsewhere in the tender document.
9. That this online agreement will be a part of my bid and if the work is awarded to me/us, this will be a part of our agreement with CIL/subsidiary Company.

B. TERMS AND CONDITIONS OF E-TENDER SERVICES AGREEMENT

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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.

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

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

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

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

Bidder Registration, Password and Security

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

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

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

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

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

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

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

• **Modification of software**

With consent of **Project Advisory Committee**, e-procurement of CIL, the Administrator of e-Tender portal, reserves the right to modify, add, delete and/or change the contents, classification and presentation of the information on the marketplace at any time as it may in its absolute discretion find to be expedient and without giving any notice. It is the users responsibility to refer to the terms and/or any change or addition to the same while accessing the site.

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

→ System Requirements

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

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

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

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

or

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

→ Contents of Tender Information

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

→ Bid Submission Acknowledgement

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

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

→ Upload files

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

→ User Conduct

You agree that all information, data, text, software, photographs, graphics, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which

such Content is originated. This means that you are entirely responsible for all Content that you upload, post, email or otherwise transmit via the e-Tender portal.

CIL/subsidiary does not control the Content posted via the e-Tender portal and, as such, does not guarantee the accuracy, integrity or quality of such Content. Hence under no circumstances, CIL/subsidiary is liable in any manner for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, e-mailed or otherwise transmitted via the Site.

- **Amendments to a tender published:**

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

- **Special Admonitions For International Use:**

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

- **Links**

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

Miscellaneous

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

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

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

32. 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.

Format for submitting last Quoted Prices

(To be submitted on Company Letter Head of Bidder.

To,

GENERAL MANAGER (CMC)
WESTERN COALFIELDS LIMITED
OFFICE OF THE GENERAL MANAGER (CMC)
7th Floor, COAL ESTATE CIVIL LINES,
NAGPUR - 440-001.
Ph.No. (0712)-2510048 Fax : (0712)-2510737

Subject: We hereby accept our Last Quoted Price for Name of the Work:

For NIT No. GM(CMC)/—————

Date : DD.MM.YYYY

Particulars of Job(s)	Quantity (in Te.)	Rate in Rs & Paise per te (Both in figures & Words)	Amount in Rs
Job No. 1			
Job No. 2:			
Total value of the work excluding Goods and Service tax and GST Compensation cess, if applicable in Rs.			

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 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 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

* * *

To,
Tender Inviting Authority,
Western Coalfields Limited, Nagpur

Subject: Settlement of dispute through Arbitration clause 13A of condition of contract.

Dear Sir,

I hereby submit written consent to the clause of settlement of dispute through Arbitration under clause 13(A) of condition of contract (In case bidder is individual or sole proprietor)

Yours faithfully

Name and signature of Bidder

OR

We all the partners of partnership firm / joint Venture/Consortium hereby submit written consent of all the partners to the clause of settlement of dispute through Arbitration under clause 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

LETTER HEAD

To,
General Manager(CMC)
WCL, Nagpur

We undertake that any extra benefit / Excess liability in duties / taxes / Cess of Input Tax Credit (ITC) shall be passed to WCL under Anti Profiteering of GST due to introduction of GST w.e.f. from 01.07.2017.

Date:

Place:

Yours faithfully

Name and signature of Bidder

OR

We all the partners of partnership firm / joint Venture / Consortium hereby submit written consent of all the partners to the above clause .

Yours faithfully

Name and signature of all the partners of Partnership firm/Joint Venture/ Consortium.

- 1.
- 2.
- 3.

BID SECURITY DECLARATION

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

Name of Work: -----.

Tender Id: _____

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

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

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

Signature of the Bidder

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

Dated _____

Name of Work: -----.

Tender No: -----

Tender Id: _____

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

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

3. I/We am/are submitting Bid for the work ----- against Bid Notice no. _____ dated _____ and I/We offer to execute the work in accordance with all the terms, conditions and provisions of the bid.

4. I/We undertake that if I/We have relationship with each other, directly or through common third parties, that puts I/We in a position to have access to information about or influence on the bid of another Bidder;
or

I/We or any of our affiliate participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the Bid; shall be disqualified in the tender.

Signature of the Bidder

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

Dated _____

FORM OF AGREEMENT

Agreement No.

This agreement, made the _____ day of _____ (year) ...between _____
_____ (name and address of the Employer) (hereinafter called "the Employer" and
_____ (name and address of the Contractor)
(hereinafter called "the Contractor" of the other part)

Whereas the Employer is desirous that the Contractor execute
_____ (name and
identification number of Contract) (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor
for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows :

1. In this agreement , works and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this agreement.

2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of the defects wherein the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

(i) Letter of Acceptance;

(ii) Notice to proceed with the work;

(iii) Contractor's Bid

(iv) Conditions of Contract

(v) Specifications

(vi) Drawings

(vii) Bill of Quantities and

(viii) Scope of work and conditions of Contract

(ix) Integrity Pact (if applicable)

(x) 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)

