

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

**Notice for Pre NIT Meeting**

A Pre-NIT Meeting will be held on **18.01.2023** at 11.30 A.M. in 4<sup>th</sup> Floor Conference Hall. **COAL ESTATE, CIVIL LINES, NAGPUR-440001** in Hybrid Mode (Physical as well as through Video Conference) with prospective bidders to discuss and finalized the NIT for following job:

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

- i) Scientific study for obtaining DGMS permission for deployment of suitable capacity SDLs/ intermediate technology / any other suitable technology with conveyor belt combination in Patansaongi UG mine of Nagpur Area and strata monitoring as required by DGMS.
- ii) To support the roof suitably in accordance with approved Strata Control and Monitoring Plan under Coal Mines Regulation 123 of CMR 2017.

**Web link:**

Hosted by Admin WCL HQ

<https://westerncoalfields.webex.com/westerncoalfields/j.php?MTID=m4da86439da449429c0c46224e7453e16>

Wednesday, Jan 18, 2023 11:30 am | 4 hours | (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi

Meeting number: [2516 464 6962](https://westerncoalfields.webex.com/join?mtid=m4da86439da449429c0c46224e7453e16)

Password: RbWKeENY755

Join by video system

Dial [25164646962@westerncoalfields.webex.com](https://westerncoalfields.webex.com/join?mtid=m4da86439da449429c0c46224e7453e16)

You can also dial 210.4.202.4 and enter your meeting number.

**DRAFT TENDER DOCUMENT is given below.**

**BID DOCUMENT**

**FOR**

**EXTRACTION OF COAL  
BY INTERMEDIATE TECHNOLOGY**

**ON HIRING BASIS**

**AT**

**PATANSAONGI UG MINE**

**NAGPUR AREA, WCL**



**WESTERN COALFIELDS LIMITED**

(A Subsidiary of Coal India Limited)

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

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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](mailto:gmcontracts@westerncoal.gov.in)  
 website of [www.coalindiatenders.nic.in](http://www.coalindiatenders.nic.in) or CPPP website of [www.eprocure.gov.in](http://www.eprocure.gov.in)

## **NOTICE INVITING TENDER (NIT)**

**(only through Electronic Tender)**

Ref. No. WCL/GM (CMC)/. / / /

Date: . .2023

### **E-TENDER NOTICE No.**

#### **1.1 TENDER NOTICE**

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

Particulars of Job	Quantity MT (Million Te.)	Time of Completion (2010 days)	
		Pre-APP	Coal Production
<p><b>Description of work:-</b>            Winning of coal from Seam V development district and Seam II depillaring section of Patansaongi UG mine of Nagpur Area by deployment of new suitable capacity SDL/ intermediate technology / any other suitable technology with conveyor belt combination and installation of required facilities / systems in addition to existing coal conveying, material hauling, pumping, hydraulic sand stowing, electrical system and other machinery, facilities, systems, etc. and thereafter Operation and Maintenance of the same on hiring basis in accordance with the detailed provisions of the Bidding Documents including</p> <p>i) Scientific study for obtaining DGMS permission for deployment of suitable capacity SDLs/ intermediate technology / any other suitable technology with conveyor belt combination in Patansaongi UG mine of Nagpur Area and strata monitoring as required by DGMS.</p>	<p>1.8 Million Tonnes</p> <p>Minimum guaranteed Production in</p> <p>1<sup>st</sup> year - 0.3 MT</p> <p>2<sup>nd</sup> year – 0.3 MT</p> <p>3<sup>rd</sup> year – 0.3 MT</p> <p>4<sup>th</sup> year – 0.3 MT</p> <p>5<sup>th</sup> year – 0.3 MT</p> <p>6<sup>th</sup> year – 0.3 MT</p> <p>(0.702 MT from Development District &amp; 1.098 MT from Depillaring Section)</p>	<p>180 days (06 Months)</p>	<p>1830 Days (06 Years, considering 305 working days in a year)</p>

ii) To support the roof suitably in accordance with approved Strata Control and Monitoring Plan under Coal Mines Regulation 123 of CMR 2017.			
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**Note:** The Bid document will be available on the following websites for downloading at free of cost.

1. [www.coalindiatenders.nic.in](http://www.coalindiatenders.nic.in)

2. [www.eprocure.gov.in](http://www.eprocure.gov.in)

#### Details of GST registration of WCL

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

#### 1.2 Time Schedule of Tender

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

#### 1.3 **Deposit of EMD: Rs.50,00000/- (Rupees Fifty lakhs only)** as Earnest Money / Bid Security can be deposited by following modes:

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

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

information flows from Bank to e-Procurement system. The earnest Money / Bid security of the unsuccessful bidder shall be refundable as promptly as possible and shall bear no interest.

No Bid will be accepted unless accompanied by requisite Earnest Money Deposit as stated above. In case of exemption of EMD the scanned copy of document (attested by notary public) in support of exemption will have to be uploaded by the bidder during bid submission.

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

- 1.3.1 Online EMD will be collected centrally at one account at CIL/WCL HQ viz. Pool Account.
- 1.3.2 Bidder will be allowed to submit his/her bid only after his/her EMD is received by CIL/WCL.
- 1.3.3 EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the bidders whose EMD is to be forfeited). Refund will be made by an automatic process triggered by the online rejection of bids by the system/evaluator. The bidders should make payment from their own account and any claim for non-receipt of the refund in any account other than the one from which payment of EMD is made, will not be entertained.
- 1.3.4 If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason then it will be paid through e-payment as per the prevalent manual system.
- 1.3.5 At appropriate stage of tender evaluation the EMD which is to be retained will be resettled to the respective Area Account by the system automatically.
- 1.3.6 Cash Book and other financial accounting will be done based on the system generated reports/ Reports from user department/ Bank statements.
- 1.3.7 In case the tender is cancelled then EMD of all the participating Bidders will be refunded unless it is forfeited by the department.
- 1.3.8 If the Bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender.
- 1.3.9 The EMD of successful Bidder (on Award of Contract) will be retained by CIL/Subsidiary and will be adjusted to Performance Security Deposit at the option of the Bidder.
- 1.3.10 The earnest money / bids security bank guarantee can be submitted by the **Joint Venture** or one or more partners of the Joint Venture.
- 1.3.11 **Exemption of EMD:**

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



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

During bid submission, MSE bidder may or may not (if prevented by bidder) see the pop-up message showing "This tender allows bidders to avail preferential treatment. If you are a preferential bidder, update the necessary details in your profile in My Accounts Menu. Otherwise, you will not be considered for preferential benefits". In both cases, the MSE bidders must enroll as preferential bidder by updating necessary details by clicking on preferential bidder checkbox and then selecting MSME option from preference category, in profile section of My Accounts Menu of Coal India Ltd- e Tenders Portal to avail benefits of public procurement policy for Micro and small Enterprise (MSEs) order, 2012 of GOI.

**Note:- Only those bidders who enrol their name as "Preferential Bidder" on Coal India Ltd- e-Tenders Portal will avail benefits of public procurement policy for Micro and small Enterprise (MSEs) order, 2012 of GOI.**

#### 1.4 **Pre-bid Meeting**

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

#### 1.5 **Seeking Online Clarification by bidder**

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

#### 1.6 **Eligibility Criteria**

##### 1.6.1 **Working Experience:**

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

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

OR

- b) The Bidder must have experience (includes completed/ ongoing) for at least 200 m length of drivage of tunnels or drivage of drifts / incline (as a single drift/incline either from Surface to Underground or within the Underground) in any underground mine during last 10 (ten) years ending last day of month previous to the one in which bid applications are invited.

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

Note:

- i. In case the bidder is a Joint Venture, the experience of any one, two or three of the individual partners of JV or the JV itself may be furnished as work experience of the bidder.
- ii. In case the experience has been earned by the bidder as an individual or proprietor of a proprietorship firm or partner of a partnership firm, then the same will be considered against eligibility.
- iii. However, the participating share of JV partners shall be as below:
  - 1) Lead partner shall have at least 50% participating share in JV.
  - 2) Other partner(s) shall have at least 20% participating share in JV.

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

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

**1.6.2 Working Capital:**

The evidence of possessing adequate working capital, not less than **Rs. 8.00 (Eight) crore (INR)** 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 intending Bidder must provide evidence of possessing adequate working capital of **INR 8.0 Crores** or equivalent US \$ inclusive of access to lines of credit and availability of other financial resources to meet the requirement.

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

The participating share of JV partners shall be as below:

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

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

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

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

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

**Note:**

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

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

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

- 1.6.3 **Financial Turnover:** The intending Bidder must have minimum financial turnover of **INR 26.00 Crores** or equivalent US \$ in any year during last 7 years ending last day of month previous to the one in which bid applications are invited.

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

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

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

**Note:**

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

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

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

**1.6.5 Equipment Requirement:**

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

**The bidder is required to give an undertaking on the letter head of the bidder in the prescribed format “Annexure–B” to deploy plant & machinery, equipments, systems, facilities, etc. of suitable capacity to meet the targeted production as per NIT.**

The bidder is required to submit a proposed scheme for winning of coal of 3 (three) lakh tonnes per year @1000 tonnes per day from Seam V development district and Seam II depillaring section of Patansaongi UG mine of Nagpur Area including procurement, installation, commissioning of new plant & machinery, technology, addition of new conveying / transportation system (with specifications) along with operation and maintenance of all new / existing system (s) / facilities, etc. for the contract period of 6 (six) years.

**Data to be furnished by Bidder on-line:**

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

**Technical evaluation by the System:**

The system will evaluate “Yes” as eligible and “No” as not eligible.

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

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

**1.6.6 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.

**1.6.7 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

**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 from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder in compliance with the relevant GST rules of India.**

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

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

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

**Supporting Documents to be uploaded online:**

1. Affidavit or any other document to prove Proprietorship/Individual status of the Bidder.
2. Partnership deed containing name of partners.
3. Memorandum & Article of Association with certificate of incorporation containing name of Bidder.
4. Joint Venture agreement as per the format given in the bid document.
5. The document(s) regarding legal status of all the individual members of JV as mentioned in Sl. No.1 or 2 or 3 above, as applicable and

6. Authorization to all the signatories of JV agreement by the respective members of JV either in the form of Power of Attorney or any sort of legally acceptable document as applicable.

#### 1.6.9 **Digital Signature Certificate (DSC):**

The Bidders have to get themselves registered online on the e-Procurement portal of CIL (<https://coalindiatenders.gov.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 registration should be in the name of Bidder, whereas DSC holder may be either Bidder himself or his duly authorized person.

If the Bidder himself is the DSC holder bidding on-line, then no document is required. However, if the DSC holder is bidding online on behalf of the Bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the Bidder.

#### 1.6.10 **Written Consent regarding Arbitration:**

It shall be taken as an undertaking by the Bidder during submission of bid in case the Bidder is a Partnership Firm/Joint Venture. For this a general form of undertaking has been specified in e-Procurement guideline of Works and Services containing this Clause. For other category of Bidders acceptance of terms and condition through User Portal Agreement / LOB complies this requirement.

- 1.6.11 **Letter of Bid (LoB):** The Letter of Bid addressed to the Tender Inviting Authority (TIA) will be given in Tender document containing name of the work, NIT No., Tender ID. This will be the covering letter of the Bidder for his submitted bid. The Bidders have to accept unconditionally the Letter of Bid in GTE (General Technical Evaluation) at the time of bid submission. This online acceptance during bidding through GTE shall be construed as submission of LoB by bidder.

#### 1.6.12 **Restrictions on Public Procurement from certain countries:**

The Undertaking of the Bidder 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 will be given in the tender document. The Bidders have to accept unconditionally this condition in GTE (General Technical Evaluation) at the time of bid submission. This online acceptance during bidding through GTE shall be construed as acceptance of the Bidder for fulfilment of the requirements towards eligibility under this provision.

- 1.6.13 **Undertaking:** An undertaking is to be given on Bidder's letter head online as per the format given in the bid document.

1.6.14 Documents as required to comply with the Order No. P-45021/2/2017-PP (BE-II) for preference to Make in India (as applicable) issued by Govt. of India as amended from time to time shall be submitted.

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

SI No	Eligibility Criteria	Information to be furnished by the bidder on-line.	Scanned copy of documents**to be uploaded by bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria as confirmatory document.
1	<b>THE WORK EXPERIENCE</b> (Eligibility criteria as per clause 1.6.1 of the e-tender notice)	Information to be furnished by the bidder as per Technical Parameter Sheet (TPS).	In case the bidder participates under:  i) Satisfactory Work Completion/ Executed Certificate (includes completed / ongoing works) issued by the employer against the Experience containing all the information as sought on-line mentioning that the bidder has required experience as noted in Clause.1.6.1 during last 10 (ten) years ending last day of month previous to the one in which bid applications are invited. ii) Copy of Work Order / BOQ iii) Copy of TDS Certificate in case of private experience.  In case of JV above documents of partner(s).
2	<b>THE AVAILABILITY OF WORKING CAPITAL</b> (as per Clause 1.6.2 of NIT)	Information to be furnished by the bidder as per Technical Parameter Sheet (TPS).	Certificate of Working Capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by bidder on-line with UDIN.
3	<b>FINANCIAL TURNOVER:</b> (Eligibility criteria as per clause <b>Error! Reference source not found.</b> ) of the e-tender notice)	Information to be furnished by the bidder as per Technical Parameter Sheet (TPS).	The intending bidder must submit the Financial Turnover certificate issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India, containing the information as furnished online. Additional information as per check list to be furnished by the bidder

			<p><b>(Chapter-3)</b></p> <p>The foreign bidders should submit Financial Turnover certificate** based on IFRS (International Financial Reporting Standards) accounting standard certified by a local practicing public accountant /audit firm.</p>
4	<p><b>EQUIPMENT:</b> The bidder is required to give an undertaking in the form of an Affidavit in the prescribed format to deploy matching equipments as per NIT.</p>	Confirmation in the form of Yes/No.	<p><b><u>The bidder is required to give an undertaking on the letter head of the bidder in the prescribed format “Annexure-B” to deploy plant &amp; machinery, equipments, systems, facilities, etc. of suitable capacity to meet the targeted production as per NIT.</u></b></p> <p><u>The bidder is required to submit a proposed scheme for winning of coal of 3 (three) lakh tonnes per year @1000 tonnes per day from Seam V development district and Seam II depillaring section of Patansaongi UG mine of Nagpur Area including procurement, installation, commissioning of new plant &amp; machinery, technology, addition of new conveying / transportation system (with specifications) along with operation and maintenance of all new / existing system (s) / facilities, etc. for the contract period of 6 (six) years.</u></p>
6	Technical Parameter Sheet (Ref. Clause 1.6.4 of NIT)	Bidder must agree, fill and submit Technical Parameter Sheet online.	Technical Parameter Sheet will be downloaded by the bidder and he will furnish all the required information on this Excel file.
7	Legal Status of the bidder	Confirmation in the form of YES/NO for possessing the supporting documents.	<p><u>Any one of the following document:</u></p> <ol style="list-style-type: none"> <li>1. Affidavit or any other document to prove/</li> <li>2. Partnership deed containing name of partners/</li> <li>3. Memorandum &amp; Article of Association with certificate of</li> </ol>



			<p>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><u>In case of foreign**bidders:</u> The details of the company duly notarized as appearing in the company register of the country/district/province as applicable, duly maintained officially in order to understand the legal status of the registered company.</p>
8	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 PAN card for each Indian partner of JV and verifiable Tax Residency Certificate of respective country for each foreign partner or JV itself )</p>
9	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. 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>
<b>Other Important Documents (OID)</b>			
10	<p><b><u>Goods and Services Tax (Not Applicable for Exempted Services)</u></b></p> <p>The bidder should be either</p> <p>a. GST registered Bidder under Regular Scheme. <b>OR</b></p> <p>b. GST registered Bidder under Composition Scheme. <b>OR</b></p> <p>c. GST unregistered bidder.</p>	<p>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.</p> <p>2. Status of their bidder in BOQ excel sheet being uploaded by the bidder during bid submission.</p>	<p>The following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ sheet:</p> <p><b>a. Status: GST registered Bidder under Regular Scheme):</b> <b>Document:</b> GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.</p> <p><b>b. Status: GST registered Bidder under Composition Scheme):</b> <b>Document:</b> GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.</p> <p><b>c. Status: GST unregistered bidder:</b> <b>Document:</b> A Certificate with</p>

			<p>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.</p> <p><i>[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].</i></p> <p><b>Note 1:</b>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><b>Note 2.</b> <u>If turnover of bidder exceeds exemption limit, the bidder must have GST registration as per GST Act and rules.</u></p> <p><b>To be uploaded in Bidder Space/ OID.</b></p>
11	Contractor's Bid and Acceptance of Bid Conditions.	Confirmation in form of Yes/No	Not to be Uploaded by bidder online as it is a Part of Tender Document
12	Integrity pact	Confirmation in the form of Yes/NO	Not to be Uploaded by bidder online as it is a Part of Tender Document.
13	Settlement of dispute through Arbitration clause 4.14A of condition of contract. (Annexure M) as per NIT.	Confirmation in the form of Yes/NO	
14	Anti Profiteering of GST (Annexure -N) as per NIT.	Confirmation in the form of Yes/NO	

15	Certificate in compliance to Restrictions under Rule 144 (xi) of General Financial Rules (GFRs) 2017 <b>(Ref. Clause No. 2.34 of NIT)</b>	Confirmation in the form of Yes/NO	Certificate as given in <b>Annexure-O</b>
16	One Bid Per Bidder (Ref. Clause No.2.4 of NIT)	Confirmation in the form of Yes/NO	Undertaking as given in <b>Annexure-P</b>
17	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.		
18	Any other document to support the qualification information as submitted by the bidder online.		
	Note: Only one file in pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.		

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

### 1.8 Submission of bid

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

a. The bidder should strictly comply with following instructions:

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

#### **Part-I/Cover-I and OID:**

Contractors bid (letter of Bid)

Bid Securing Declaration

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

*Technical Parameter Sheet (TPS).*

#### **Part II/cover-II:**

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

- b. In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL/Subsidiary (<https://coalindiatenders.nic.in>) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the

Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one-time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person. The bidder is one whose name will appear as bidder in the e-Procurement Portal.

- c. The bidders have to accept the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and Bid document, undertakings and the e-Tendering system through e-Procurement Portal of CIL (<https://coalindiatenders.nic.in>) in order to become an eligible bidder. This will be a part of the agreement.
- d. **Letter of Bid:** The format of Letter of Bid (**Annexure-A**) will be downloaded by the bidder and will be printed on Bidder's letter head and the scanned copy of the same will be uploaded during bid submission in Cover-I. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.

The Letter of bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Letter of Bid (LoB) bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the Letter of Bid.

- e. **Technical Parameter Sheet (TPS):** The Technical Parameter Sheet containing the technical specification parameters for the tendered work/service will be in Excel format (password protected) and will be uploaded during tender creation. This will be downloaded by the bidder and he will furnish all the required information on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in General Technical Evaluation (GTE). The Technical Parameter Sheet which is incomplete and not submitted as per instruction given above will be rejected.
- f. **Confirmatory Documents:** All the confirmatory documents as enlisted in the NIT in support of online information furnished by the bidder are to be uploaded in Cover-I by the bidder while submitting the bid online.
- g. **Price Bid (Part-II/ Cover II):** The price Bid containing the "Base Hiring Charge" per metric tonne of coal production along with guaranteed specific consumption of power (units/ metric tonne of coal production) will be in excel format and shall have to be downloaded by the Bidders. Thereafter, the Bidders will upload the same excel file during bid submission in Part-II/ Cover II. The price bid of the Bidders shall specify "Base Hiring Charge" and guaranteed specific consumption of power (units/ metric tonne of coal production) and the L-1 will be decided on overall quoted value (i.e. Cost to company). The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected. Any alteration/modification in the Excel format may lead to rejection of bid.

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

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

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

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

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

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

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

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

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

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

- 1.9** It is the bidder’s responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder’s premises to access the e-tender portal. Under no circumstances, CIL/Subsidiary shall be liable to the bidders for any direct/indirect loss or damage incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.
- 1.10** **Extension of Time Schedule of tender:** If the number of bids received online is found to be less than three on the end date of bid submission then the bid

submission end date and bid opening date will be automatically extended by the System for a period of four days ending at 17.00 Hrs.

#### **1.11 Opening of Technical Bid:**

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

#### **1.12 Technical Evaluation of Tender:**

- A.** After opening of Technical bid, the documents submitted by Bidder(s) in Cover I as enlisted in the NIT will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/declarations furnished by the Bidder(s) online. If it confirms to all of the information/ declaration furnished by the Bidder online and does not change the eligibility status of the Bidder then the Bidder will be considered eligible for opening of price bid.
- B.** In case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information furnished online or in case corresponding document have not been uploaded by Bidder(s) then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 x 24 hours) time for online re-submission by Bidder(s). The Bidder(s) will get this information on their personalized dashboard under “Upload confirmatory document” link. Additionally, information shall also be sent by system generated email and SMS, but it will be the Bidder’s responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The Bidder(s) will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 7 days. No further clarification shall be sought from Bidder.
- C.** It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.
- D.** The tender will be evaluated on the basis of documents uploaded by bidder(s)

online. The bidder(s) is/are not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.

- E. In case the bidder(s) submit(s) requisite documents online as per NIT, then the bidder(s) will be considered eligible for opening of Price Bid.
  - F. Seeking clarification shall be restricted to confirmation of submitted document/online information only and it should be only for one time for a period of up to 7 days. The clarification shall be taken in online mode in the e-Procurement portal of CIL only.
  - G. In case bidder(s) fails to confirm the online submitted information(s)/ declaration(s) by the submitted documents as (B) above, their/his bid shall be rejected; however, if the confirmatory documents do not change eligibility status of the bidder in connection his submitted online information(s)/declaration(s), then his/their bid will be accepted for opening of Price Bid.
  - H. After Technical evaluation of tender, “Technical Evaluation Summary” will be uploaded by the evaluator and price bid shall be opened on preschedule date and time mentioned in the NIT online in the e- Procurement portal of CIL. However, in case there is any extension of date and time of price bid opening, it shall be notified online and price bid shall be opened online on e-Procurement portal of CIL at rescheduled date and time.
  - I. In case none of the bidder(s) complies the technical eligibility criteria as per NIT, then bidder(s) will be rejected online and re-tender (if required) will be done (with the same or different quantity, as per the instant requirement).
  - J. Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) issued by Govt. of India as amended from time to time shall be applicable.
- 1.13 Bid Validity:** The Bid Validity Period will be 180 (one hundred eighty) days from the end date of bid submission. The validity period of tender shall be decided based on the final end date of submission of bids.
- 1.14 Modification and Withdrawal of Bid:** Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many times as he may wish.

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

- a. If the request of withdrawal is received before online notification for opening of price bid, the EMD will be forfeited and bidder will be banned for 1 (one) year from being eligible to submit the Bids in CIL and its Subsidiaries. The Price-bid of remaining bidders will be opened and the tender process shall go on.
- b. If the request of withdrawal is received after online notification for opening of price bid, the EMD will be forfeited and the bidder will be banned for 1 (one)

year from being eligible to submit the Bids in CIL and its Subsidiaries. The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:

- i) If the bidder withdrawing his bid is other than L 1, the tender process shall go on.
- ii) If the bidder withdrawing his bid is L-1, then re-tender will be done.

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

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

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

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

**1.19 Payment Schedule:** Contractor shall submit monthly running account bills supported with measurement of work duly certified by the officials authorized by the company's purpose. Payment of running account bill will be released within one month of presentation of bill duly passed and accepted for payment by engineer-in-charge. Payment of final bill will be released within 3 months of present and accepted for payment by the engineer-in-charge.

**1.20 Pre-Contract Integrity Pact (applicable for tenders with estimated cost exceeding Rs.2.00 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 Anil Kaushal	A-1/245, GF, Janakpuri, New Delhi - 110058	kaushal.anil17@gmail.com
2. Shri Sudhir Kumar	8022, ATS – One Hamlet, Sector – 104, PO Maharshi Nagar, Noida - 201304	sukuag@hotmail.com

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

**Contact person:**

1. Shri Gopal Masti, Chief Manager (CP)/New Initiatives-8275970106
2. Shri Ranjeet Kumar, Chief Manager (Min)/New Initiatives-8275970329
3. Shri Navneet Khare, Sr Manager (Min)/CMC Dept-9767170118
4. Shri Shubham Verma, NIC-9637485523



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

**Distribution: -**

1. Notice Board, CMC, WCL Nagpur.
2. Director (Tech)/ Operation, WCL, Nagpur.
3. Director (Tech) (P&P), WCL, Nagpur
4. Director (Finance), WCL, Nagpur
5. Shri Anil Kaushal (IEM), A-1/245, GF, Janakpuri, New Delhi – 110058.
6. Shri Sudhir Kumar (IEM), 8022, ATS – One Hamlet, Sector – 104, PO Maharshi Nagar, Noida – 201304.
7. Nagpur Chamber of Commerce Limited, 73, Central Avenue, Nagpur, Maharashtra-440018
8. GM (CA), WCL, Nagpur
9. G.M. (Vigilance), WCL Nagpur.
10. General Manager (P&P), WCL, Nagpur
11. GM (NI), WCL (HQ), Nagpur - for sending the NIT to CIL, New Delhi & Embassies
12. All GM (CMC), SECL,Bilaspur/CCL, Ranchi/BCCL, Dhanbad/ECL, Sanctoria/NCL, Singrauli/ CMPDIL, Ranchi/MCL, Sambalpur.
13. Regional Director, RI IV, CMPDI, Nagpur.
14. General Manager (Production), WCL HQ. Nagpur.
15. General Manager (System), WCL, Nagpur
16. General Manager (Finance)/In-charge-I, WCL, Nagpur.
17. AGMs, WCL, **Nagpur**/Pench/ Kanhan/ Wani/ Chandrapur/ Ballarpur/ Majri/PKD/ WNA/ Umrer Areas- With two copies each for displaying on Notice Board.
18. Embassies/Consultant: As per enclosed list.
19. Area Finance Manager, Nagpur Area.

# **CHAPTER - 2**

# **INSTRUCTION TO BIDDERS**

## 2.1 SCOPE OF BIDDER

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

## 2.2 ELIGIBLE BIDDERS

- 2.2.1 The invitation for Bid is open to all Bidders including an individual, proprietorship firm, partnership firm, company registered under Companies Act or joint ventures. The bidders shall be eligible to participate only if they fulfil the qualifying/eligibility criteria specified in e-tender Notice, Clause 2.3, and at Clause No.2.34. In a tender, a Bidder shall participate in one bid only.
- 2.2.2 Joint Venture (JV): 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 JV (not more than 3):

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

Joint Venture must comply the following requirements:

- i. The qualifying criteria parameter e.g. experience, financial resources (of the relevant period) and the equipment/fleet strength of the individual member of the JV will be added together and the total criteria should not be less than as spelt out in qualifying/eligibility criteria as specified in e-tender Notice. However, the required Working Capital shall be met by individual members of JV as spelt out in the relevant Clause.
- ii. The formation of JV or change in the JV character/ members after submission of the bid and any change in the bidding regarding JV 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 members jointly and severally and any bid shall be submitted with a copy of the JV Agreement providing the joint and several liabilities with respect to the contract.
- iv. The pre-qualification of a JV does not necessarily pre-qualify any of its members individually or as a member in any other JV. In case of dissolution of a JV, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
- v. The bid submission must include documentary evidence to the relationship between JV members in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and

financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the JV. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.

- vi. One of the members shall be nominated as 'In-charge' of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the members.
- vii. The JV must provide that the Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the JV and the entire execution of the contract shall be done with active participation of the Lead Member.
- viii. The contract agreement should be signed by each JV members. Subsequent declarations/letters/documents shall be signed by lead member 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 submitting the Bid.
- x. An entity can be a member in only one JV. Bid submitted by JVs including the same entity as member will be rejected.
- xi. The JV agreement may specify the share of each individual member for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to that extent to individual member for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.
- xii. 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.

- xiii. JV agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.

Note: If the work is awarded to a JV firm, they will register the JV agreement under Registration Act in accordance with law.

- xiv. 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, GST registration etc. shall be submitted by JV before making any payment.
- xv. The JV must enroll in the e-Procurement portal with the name of the firm as appearing in the JV agreement.

- 2.2.3 The bidders shall have Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root certificate of CCA.
- 2.2.4 The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and ITB, including General and Special Terms & Conditions, technical specifications, other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the bidder on-line in order to become an eligible bidder.
- 2.2.5 The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.
- 2.2.6 No sub-letting of the work as a whole by the contractor is permissible. Prior permission is required to be taken from the principle employer for engagement of sub-contractors for part work / piece rated work.

### **2.3 QUALIFICATION OF THE BIDDER**

- 2.3.1 In the event that pre-qualification of potential bidders has been undertaken, only bids from pre-qualified bidders will be considered for award of contract.
- 2.3.2 If the employer has not undertaken pre-qualification of potential bidders, all bidders shall fulfil the eligibility / qualifying criteria as detailed at Clause 1.6 & 1.7 of e-tender Notice. Such details shall be submitted as deliberated at e-tender Notice.
- 2.3.3 If the bidder is subsidiary of a company, the experience and resources of the holding company or its other subsidiaries will not be taken into account. However, if the bidder is a holding company, the experience and resources of its wholly owned subsidiaries will be taken into consideration.
- 2.3.4 Even though the bidders meet the above eligibility/qualifying criteria, they are subject to be disqualified if they have:
- a. made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
  - b. record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failures etc.

### **2.4 ONE BID PER BIDDER**

- 2.4.1 Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a partner in a Joint Venture /Consortium or a Public Ltd. /Private Ltd. company. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.
- 2.4.2 **Conflict of Interest:**  
A Bidder may be considered to have a conflict of Interest with one or more parties in this bidding process, if:
- a) They have controlling partner(s) in common: or
  - b) They receive or have received any direct or indirect subsidy / financial stake from any of them:, or
  - c) They have the same legal representative / agent for purpose of this bid: or

- d) They have business relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) A Bidder or any of its affiliate participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the Bid; or
- f) In case of a holding company having more than one subsidiary / sister concern having common business ownership / management only one of them can bid. Bidders must proactively declare such sister / common business / management in same / similar line of Business;

All such Bidders having a conflict of Interest shall be disqualified.

An undertaking is required to be submitted by bidder as per **Annexure 'P'** under point no. 2.4.2(d) and 2.4.2(e) above.

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

## **2.5 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.

## **2.6 SITE VISIT**

- 2.6.1 The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of Works and its surroundings, go through the mine plans / drawings / bore hole details connected to the work, if / as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 2.6.2 It shall be deemed that the Bidder has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates.
- 2.6.3 It shall be deemed that the Bidder has got himself acquainted with the mining conditions and geological details available for the proposed work site.

## **2.7 CONTENT OF BIDDING DOCUMENTS**

The set of bidding documents comprises the documents listed in below

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

## **2.8 CLARIFICATION OF BIDDING DOCUMENTS**

- 2.8.1 Pre-bid meeting, if required, after publication of Tender may take place but, in any case, at least 1 (one) day before the start date of Bid submission. 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.

- 2.8.2 The Bidder may seek clarification online within the specified period. The identity of the Bidder will not be disclosed by the system. The Department will clarify as far as possible the relevant queries of Bidders. The clarifications given by Department will be visible to all the Bidders intending to participate in that tender. The clarifications may be asked from the day of e-Publication of NIT. The period for seeking clarification by Bidder will be up to 7 (seven) days before the end date of bid submission. The replies to clarifications sought by Bidders should be given by the Department at least 2 (two) days before the end date of bid submission.

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

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

## 2.9 **CORRIGENDUM TO NIT**

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

## 2.10 **LANGUAGE OF BID**

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

## 2.11 **BID PRICES**

- 2.11.1 The bidder shall closely study specification in detail and scope of work which govern the rates for which he is quoting. The Bidders shall offer for the whole Works as described in Sub-Clause 1.1 of e-tender notice, based on the Bill of Quantities. Based on priced bill of quantities submitted by the Bidder, the Employer reserves the right to allot whole or part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.

Bidder shall quote the price ensuring minimum guaranteed production for 06 (Six) years as mentioned in NIT.

The bidders shall quote the **Hiring Price** in Indian Rupees per metric tonne of coal along with **Specific Energy Consumption** (units per metric tonne of Coal production) of electrical power.

**The price quoted shall be inclusive of all the activities under the scope of contractor.**

**Bidders are to Quote following parameters in the Bill of Quantities (BOQ)**

S.No.	Particulars
1	Price per tonne of Coal Production (Rs/Te)
2	Specific Energy Consumption of Electrical Power (Units/Metric Tonne of coal production)
<p>The prevailing cost of Electrical Power in Patansaongi UG Mine is Rs 7.02/ unit will be taken for evaluation purpose.</p> <p>Note: Refer Clause No.7.2 &amp; 7.3 of Special Terms &amp; Conditions of Contract</p>	

The L1 bidder will be evaluated considering the prices as mentioned above, viz, Quote for Price per tonne of Coal and Electrical Power consumption per tonne Coal production.

**Note:**

- i. Conditional Offer will be considered non responsive.
  - ii. All Bidders have to quote the Hiring Charge per tonne of coal production in Indian Rupees only.
  - iii. Payments shall be made in Indian Rupees only.
- 2.11.2 The price bid containing the bill of quantity will be excel format and will be downloaded by the bidder and he will quote the rates for all items/heads/sub-heads on this excel file as detailed at **clause 1.8** (Error! Reference source not found.) e-tender notice.
- 2.11.3 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 pre defined logic.

All investments, operating expenses, incidentals, overheads, leads, lifts, carriages etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total bid price submitted by the bidder.

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

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

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to



bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill / invoice in accordance with the provision of relevant GST Act and the rules made there under and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of bidder/contractor.

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

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

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

Note: 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.

- 2.11.4 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.

## **2.12 CURRENCIES OF BID AND PAYMENT**

- 2.12.1 The Hiring Charge (“Base Hiring Charge”) per metric tonne of coal produced & delivered to Employer (WCL) shall be quoted by the Bidder in INR only. Payment under contractual obligation shall be made to the successful bidder only for coal produced & delivered to Employer (WCL).

- 2.12.2 Total contract period will be of 06 (Six) years as indicated in the NIT. For payment to the successful bidder the Base Hiring Charge per metric tonne of coal produced & delivered to Employer (WCL) shall be subject to variation on quarterly basis as follows:

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

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

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

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

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

### **2.13 BID VALIDITY**

2.13.1 Bid shall remain valid for a period not less than 180 (One hundred and eighty) days after the deadline for bid submission specified in **Clause 2.15**. A bid valid for a shorter period shall be rejected by the Employer.

2.13.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidder(s) extend the period of validity for a specified additional period. The request and the bidder's response shall be in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for the period of extension, and in compliance with **Clause 2.14** in all respects.

### **2.14 BID SECURITY/EARNEST MONEY DEPOSIT**

2.14.1 The bidder shall furnish, as part of his bid, a Bid Security/Earnest Money of the amount as shown in e-tender notice and in the form as deliberated at **Clause No.1.3** of e-tender notice.

2.14.2 Any Bid not accompanied by an acceptable Bid Security/EMD shall be rejected by the employer as non-responsive.

2.14.3 The Bid Security/Earnest Money may be forfeited:

- a) If the Bidder withdraws the Bid after Bid opening during the period of Bid validity / extended validity with mutual consent; or
- b) In the case of a successful Bidder, if the Bidder fails within the specified time limit to:
  - i) Sign the Agreement; or
  - ii) Furnish the required Performance Security/ Security Deposit.

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

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

### **2.15 DEADLINE FOR SUBMISSION OF BIDS**

2.15.1 Bids shall be submitted on line on the web site [www.coalindiatenders.nic.in](http://www.coalindiatenders.nic.in) within the date and time specified in the e-tender notice.

2.15.2 The employer may extend the deadline for submission of bids by issuing a corrigendum in accordance with provisions of e-tender notice/ITB, in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

2.15.3 Auto extension of Bid may also be done in accordance to Guidelines for e-procurement for Works and Services of CIL.

### **2.16 SIGNING AND SUBMISSION OF BID**

2.16.1 The contractor's bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Contractor's bid bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the bid.

2.16.2 Submission of bid shall be as detailed at **Clause No. 1.8** of e-tender notice.

## **2.17 MODIFICATION AND WITHDRAWAL OF BIDS**

2.17.1 Modification and withdrawal of bid shall be guided by **Clause No. 1.14** of e-tender Notice.

2.17.2 Withdrawal of a Bid between the deadline for submission of Bids and the expiration of the period of Bid validity specified in the bid document or as extended pursuant to **Sub-Clause 2.13.2** may result in the forfeiture of the earnest money pursuant to **Sub-Clause No. 2.14.3**.

## **2.18 BID OPENING**

2.18.1 All bids are to be submitted on line only at the web-site [www.coalindiatenders.nic.in](http://www.coalindiatenders.nic.in).

2.18.2 **Opening of Technical bid:** The Technical bid (Cover-I) will be opened one day after the Bid submission end date or next working day whichever is later. Technical bid (Cover-I) will be decrypted and opened online by the "Bid Openers" with their Digital Signature Certificates on the prescheduled date & time of Tender Opening (Refer **Clause No. 1.1** of e-tender notice).

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

## **2.19 CLARIFICATION OF BIDS**

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

2.19.2 No document uploaded by the bidder after closing date and time of submission of Bid will be considered unless otherwise called for, during scrutiny /evaluation and

shall be against online request only.

## **2.20 PROCESS TO BE CONFIDENTIAL**

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

## **2.21 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

- 2.21.1 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents without material deviation or reservation. A material deviation or reservation is one:
- a. which affects in any substantial way the scope, quality, or performance of the works;
  - b. which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or
  - c. whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 2.21.2 If a Bid is not substantially responsive, it may be rejected by the Employer at its sole discretion.

## **2.22 EVALUATION AND COMPARISON OF BIDS**

- 2.22.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause No. 2.21.
- 2.22.2 The evaluation of Bid, by the Employer shall be done as per Clause No. 1.12.
- 2.22.3 The Employer reserves the right to accept or reject any Bid not conforming to the requirements of the Bidding documents.
- 2.22.4 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.

2.22.5 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.

2.22.6 There should be no provision in the Bid Documents regarding submission of Additional Security Deposit / Bank Guarantee (BG) in case of Abnormally Low Bids. 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 (of WCL) to the authority competent to finalize the particular tender.

In such cases Additional Performance Security (APS) shall be applicable if the bid price is below 15% of the updated/justified cost Finalized by the Owner as on the last date of Bid submission. The amount of such APS shall be the difference between 85% of the updated/justified cost Finalized by the Owner as on the last date of Bid submission and quoted price.

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.

Approving Authority of updated/justified cost shall be the authority who has approved the Scheme estimate for the Tender/as per existing guidelines in this regard. Additional Performance Security (APS) shall be furnished within 21 days of issuance of LOA by the successful Bidder.

Failure to submit such Additional Performance Security shall result into cancellation of the contract with forfeiture of earnest money.

Additionally, the Company shall debar such defaulting Contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum 1 (one) year from the date of issue of such letter. In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm. However, banning shall be done as per Guidelines for Banning of Business.

## 2.23 AWARD CRITERIA

Subject to **Clause No. 2.24**, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated **acceptable** Bid Price, provided that such Bidder has been determined to be:

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

## 2.24 EMPLOYER'S RIGHT TO ACCEPT ANY BID, NEGOTIATE AND TO REJECT

**ANY OR ALL BIDS**

Notwithstanding **Clause No. 2.23**, the Employer reserves the right to accept, negotiate or reject any Bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

**2.25 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT**

2.25.1 The 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 or extended thereof. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").

The offline communication of LOA shall not be mandatory.

2.25.2 The notification of LOA will constitute the formation of the Contract.

2.25.3 The work order shall be issued by Area GM for the contracts awarded from Company HQ, after submission of Performance Security and Additional Performance Security (if any) by the Contractor as per schedule with following details:

- a. Time schedule for Execution of Formal written Agreement.
- b. Any other salient detail as per standard format.

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

In case of failure to enter in to agreement within the specified period, the contract will be terminated in accordance to Clause 4.9 of Conditions of Contract. No payment for the work shall be made before execution of this agreement.

2.25.4 In the bidding process, the cause of rejection of bid of any Bidder shall be intimated to non-qualified Bidder online and the Earnest Money shall be refunded to unsuccessful Bidders as per provision of Clause No.1.3.

2.25.5 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.

**2.26 PERFORMANCE SECURITY/SECURITY DEPOSIT**

Security Deposit shall consist of two parts;

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

The security deposit shall bear no interest.

*For details refer Clause. 4.4 of Conditions of Contract*

## **2.27 EMPLOYMENT OF LABOUR**

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 HPC wages fixed (notified and prevalent during execution of the work for mining activity) by the Company and guidelines incorporated at Clause 4.13 of *Conditions of Contract*.

Payment of Provident Fund for the workmen employed by him for the work as per the Law prevailing under provision of CMPF/EPF or allied scheme valid from time to time shall be responsibility of the contractor.

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

Note: However, if the basic rate of wages of labour as fixed by CIL (i.e. with respect to HPC wages) is revised during the contract period then the incremental difference shall be reimbursed on actual basis through a suitable mechanism as decided by CIL/Subsidiary.

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

2.27.2 The contractor's workmen shall be paid through Bank.

## **2.28 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 (Maharashtra State)** court only.

## **2.29 DOWNLOADING BID DOCUMENT**

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

## **2.30 E-PAYMENT**

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

## **2.31 INTEGRITY PACT (As applicable)**

Bidders are required to accept the pre-contract integrity pact as available in the Bid document online at e-procurement portal of CIL. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement.

### **2.32 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.

### **2.33 MISCELLANEOUS**

2.33.1 The bidders should fill the bid document properly and carefully. They should avoid quoting absurd rates.

2.33.2 Throughout the bidding documents, the terms 'bid' and tender and their derivatives are synonymous.

2.33.3 The site for work made available in parts.

2.33.4 Provisions related to instructions to bidder shall be a part of agreement.

### **2.34 Restriction on Procurement from a bidder of a country which share a land border with India and on sub-contracting to Contractors from such countries:**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: –
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
  2. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;



3. "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;
  4. 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 or entitlement to more than fifteen percent of capital or profits of the partnership;
  5. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  6. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  7. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

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

# **CHAPTER-3**

# **QUALIFICATION INFORMATION**

(The information to be UPLOADED by all the Bidders)

### 3.0 INDIVIDUAL BIDDERS OR INDIVIDUAL MEMBERS OF JOINT VENTURE COMPANY

#### 3.1 Constitution or Legal status of Bidder (attach copy)

Place of registration.....

Principal place of business .....

Power of Attorney of signatory Bid: (attach)

#### 3.2 GENERAL INFORMATION

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

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

**3.3 DETAILS OF WORK EXPERIANCE FOR SIMILAR NATURE OF WORK****(In last 10 years i.e. after-----)**

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

**(Please use separate sheet for each work/project)**

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

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

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

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

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

Source of financing	Amount in Rs.
1.	
2.	

### 3.6 Details of bankers:

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

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

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

### 3.8 Details of the P&M, Equipments etc. proposed to be deployed for the work: The bidder is required to submit affidavit as per Annexure-B for deployment of matching plant & machinery and any other equipments, systems / facilities required to meet the targeted production as per NIT.

The bidder is required to submit a proposed scheme for winning of coal of 3 (three) lakh tonnes per year @1000 tonnes per day from Seam V development district and Seam II depillaring section of Patansaongi UG mine of Nagpur Area including procurement, installation, commissioning of new plant & machinery, technology, addition of new conveying / transportation system (with specifications) along with operation and maintenance of all new / existing system (s) / facilities, etc. for the contract period of 6 (six) years.

### 3.9 Permanent Income Tax Account No. (PAN)

#### 3.10 OTHER DETAILS

- Details of registration/ enlistment with Government organizations/ PSUs/ Subsidiaries of Coal India Limited.
- Certificate of registration as per statutory requirements under Contract Labour Laws etc. as may be applicable

- (c) Acceptance by the Bidder of the conditions of contract as per Tender Documents (attach signed copies of the bid document downloaded from website along with the tender as proof of acceptance).
- (d) List of minimum and maximum number of person grade and designation wise to be deployed in a shift by the bidder.

-----

Signature of the Bidder

**NOTE:**

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

**CHECK LIST TO BE FURNISHED BY THE BIDDER**

(To be submitted in Part I)

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

Sl. No.	Information/data/confirmation/ documentary proof furnished	Yes (Y) or No (N)	Ref. Page no. of offer
1	2	3	4
1	EMD deposited as per NIT and submitted		
2	Proof of fulfilling the eligibility criteria furnished.		
3	Proof of Financial Soundness furnished		
4	Furnished Audited/Certified Account/Financial Statement of last 3 years.		
5	Furnished P&L account and Balance sheet of last 3 years.		
6	Furnished Annual Turnover of last 3 years		
7	Furnished Average Turnover in last 3 years.		
8	Furnished status of DGMS approval of each equipments.		
9	Whether site of work visited		
10	Whether attended Pre bid meeting		
11	Offer has been submitted strictly as per Clause 2.16 under heading document comprising the Bid.		
12	Furnished document establishing good eligibility and conformity to bidder documents.		
13	Furnished detailed proposed Schemes along specification of equipment offered		
14	Furnished the Working capital certificate from CA as per Clause 1.6.2) of e-tender notice.		
15	Letter of authorization (Power of attorney) enclosed		
16	Furnished all documents as per Clause 1.7 of e-tender notice including Affidavit and contractors Bid.		
17	Read all instructions and guidelines issued by Govt. Of India for Restrictions under Rule 144 (xi) of General Financial Rules (GFRs) 2017 and furnished ANNEXURE-O in compliance to these guidelines.		
18	Furnished mine/district layout and sequence of operation.		
19	Furnished detailed Network of implementation.		
20	List of manpower (grade-wise) to be provided by the bidder in each AAP		
21	Requirement of air at the last split of each working district and at the entry of the district.		
22	Bidder to indicate the qualifying criteria under which they intend to qualify:		
23	i. Clause No. 1.6.1 <b>Error! Reference source not found.</b> of NIT		
	ii. Clause No. 1.6.1 <b>Error! Reference source not found.</b> of NIT		
24	Undertaking <b>Annexure-P</b> furnished in compliance with Clause No.2.4 of NIT.		

# **CHAPTER-4**

## **CONDITIONS OF CONTRACT**



#### 4.1 DEFINITIONS

- a) **“Accepting Authority”** shall mean the management of the Company and includes an authorized representative of the Company or any other person or body of persons empowered in this behalf by the Company.
- b) When the words **“Approved”**, **“Subject to Approval”**, **“Satisfactory”**, **“Equal to”**, **“Proper”**, **“Requested”**, **“As directed”**, **“Where directed”**, **“When directed”**, **“Determined by”**, **“Accepted”**, **“Permitted”**, or words and phrases of like import are used, the approval, judgment, direction etc. is understood to be a function of the Owner/Engineer/Engineer-in-charge.
- c) **“Bank Guarantee”** shall mean the Bank Guarantee to be provided by the bidder to the Owner.
- d) **“Codes”** shall mean the following, including the latest amendments, and/or replacements, if any:
  1. Standards of Bureau of Indian Standards relevant to the works under the contract and their specifications.
  2. Other internationally approved Standards and/or rules and regulations touching the subject matter of the contract.
    - i) A.S.M.E. Test codes.
    - ii) A.I.E.E. Test codes.
    - iii) American Society of Materials Testing Codes.
    - iv) Indian Electricity Act and Rules and Regulations made thereunder.
    - v) Indian Explosive Act and Rules and Regulations made thereunder.
    - vi) Indian Petroleum Act and Rules and Regulations made thereunder.
    - vii) Indian Mines Act and Rules and Regulations made thereunder.
  3. Any other laws, rules, regulations and Acts applicable in the country with respect to labour, safety, compensation, insurance etc.
- e) The word **“Company”** or **“Employer”** or **“Owner”** or **“WCL”** wherever occurs in the conditions, means the Western Coalfields Limited, represented at the headquarters of the Company by the Chairman cum Managing Director or his authorized representative or any other officer specially deputed for the purpose.
- f) The **“contract”** shall mean the notice inviting Bid, the Bid as accepted by the company and the formal agreement executed between the company and the contractor together with the documents referred to therein including work order, general terms and conditions, special terms and conditions, Additional terms and conditions etc., if any, schedule of quantities with rates and amounts, Schedule of work.
- g) **“Contract period”** shall start from the date of commencement of contract and includes 06 (six) production years of cumulative coal production starting within six months from the date of issuance of Letter of Acceptance (LOA) and

shall continue up to three months from last full and final payment **released** by WCL to the Contractor after issue of contract completion certificate by WCL.

- h) **“Contract price”** shall mean
- i) in the case of lump sum contracts, the total sum for which Bid is accepted by the company.
  - ii) in the case of other types of contracts, the total sum arrived at based on the individual rates quoted by the Bidder for the various items shown in the 'Bill of quantities' of the Bid documents as accepted by the company with or without any alteration as the case may be.
- i) The word "**contractor**"/"**contractors**" wherever occurs means the successful Bidder/Bidders who has/have submitted Bid Securing Declaration and has/have been given written intimation about the acceptance of Bid and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or company, as the case may be.
- j) A **“Day”** shall mean a day of 24 hours from midnight to midnight.
- k) **“Date of commencement of Contract”** shall mean the date of issuance of the 'Letter of Acceptance'.
- l) **“DGMS”** means Directorate General of Mines Safety, the Indian Government Regulatory agency for safety in mines and oil-fields.
- m) **“Development”** means the drivage of series of roadways parallel to each other and also at angles forming blocks of coal to support super-incumbent strata, in order that their network reach pre-determined boundary.
- n) **“District”** means independent blocks of coal connected at one end to the main arterial transport and ventilation networks and at the other end extending up to the boundary or barrier of the adjacent district with the barrier extending on the other two sides of the district. The district is as such an independent production unit in an underground mine.
- o) **“Drawings”/ “Plans”** shall mean all:
- i) drawings furnished by the owner/consultant as a basis for proposals,
  - ii) drawings submitted by Contractor with his proposal provided such drawings are acceptable to the Owner/Consultant,
  - iii) drawings furnished by the Owner/Consultant to Contractor during the progress of the work, if any and
  - iv) engineering data and drawings submitted by Contractor during the progress of the work provided such drawings are acceptable to the Engineer.
- p) **“Engineer-in-Charge” / “designated Officer In-charge”** for this contract will be Sri ..... (Post / Designation of an officer to be given here as decided by the competent authority) who will be responsible for supervising and administering the contract.

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.

- q) **“Final Acceptance”** shall mean the owner’s written acceptance of the works performed under the contract after successful completion.
- r) **“Inspector”** shall mean the Owner or any person nominated by the Owner from time to time, to inspect the equipments, stores or Works under the contract and/or the duly authorised representative of the owner.
- s) **“Letter of Acceptance”** of the tender shall mean the official notice issued by the company notifying the successful bidder that his tender has been accepted.
- t) **“The mine or Site”** shall mean the underground mine or site of the contract work including land and any building and erections thereon and any other land allotted by the company for Contractor’s use in the performance of the contract.
- u) **“Month”** shall mean a calendar month according to the Gregorian calendar.
- v) **“Movable Assets”** shall mean the machines / equipments such as cutting, drilling & bolting machines, roof testing / monitoring instruments and loading machineries deployed in the mine by the Contractor during contract period.
- w) Words importing **“Person”** shall include firms, companies, corporations, and associations or bodies of individuals, whether incorporated or not.
- x) The word **“Principal Employer”** wherever occurs, means the authorized representative or any other officer specially deputed by the Company for the purpose.
- y) **“Production Year”** shall mean 6100 production hours spread over one calendar year having normally 305 working days starting from the first day of the succeeding month immediately following deployment of bidder’s underground equipment and the date of commencement of production. In case of stoppages for which Employer is responsible, working on weekly rest days and public holidays will be allowed to compensate such stoppages. Stoppages of less than half an hour shall be disregarded entirely for the purpose of accumulation. “One day of additional work shall be allowed for every 20 hours of stoppages accumulated. The actual hours worked on any Sunday or a public holiday will reduce the accumulated hours of stoppages on ‘hour by hour’ basis. No additional hours will be permitted for any such stoppage on a Sunday or a public holiday. First Production Year therefore shall last for 305 working days from commencement plus any extensions as provided in this sub clause. Each of the subsequent Production Years shall commence on the expiry of the previous Production Year and shall last for 305 working days plus any extension as provided in this sub-clause. Where accumulated hours could not be covered by working on Sundays and holidays as mentioned above, the Production Year shall be extended (week-days and Sundays) to reduce the accumulated hours as quickly as

practicable before the commencement of the next Production Year.

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

A "**Hindrance Register**" shall be maintained by both the Company and the Contractor at site to record the various hindrances, as mentioned above, encountered during the course of Contact execution.

- z) "**Pillar extraction**" means extraction of coal blocks formed after development by any method; with a reasonable percentage of recovery of coal, leaving void underground. The method of pillar extraction should be approved in writing by DGMS.
- aa) "**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.
- bb) "**Site Investigation and Monitoring Services**" means those expert services which the Bidder shall procure from a suitably qualified firm. The Bidder has the responsibility for engaging such firm, coordinating provision of services for the Contract Period, and making payment to the firm.
- cc) "**Specification**" shall mean the technical specifications forming a part of the contract and such other schedules and drawings as may be mutually agreed upon.
- dd) The term "**sub-contractor**", means any person to whom execution of any part of the work including supply of any Equipment is sub-Contracted directly or indirectly by the Contractor, and includes his legal successors or permitted assigns.
- ee) "**Void Filling Methodology**" means filling of voids created on account of underground coal extraction during depillaring method by stowing (either hydraulic Sand Stowing or any other suitable technology with incombustible material) as per statute.
- ff) The "**Works**" shall mean the works required to be executed in accordance with the contract or parts thereof as the case may be and shall include all extra or additional or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to be obviate any risk or accident or failure or become necessary for security.
- gg) "**Written notice**" shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the Corporation/Company for whom it is in Bid, or if delivered at or sent by registered mail / e-mail to the last business address known to him who gives the notice.
- hh) Words importing singular only shall also include the plural and vice-versa where the context so requires.

## **4.2 CONTRACT DOCUMENT:**

4.2.1 The following documents shall constitute the contract documents:

- i) Articles of Agreements,
- ii) Notice Inviting Tender, Addendum (if any), Offer and various clarification furnished by the successful bidder.
- iii) Conditions of Contract, including General Terms and Conditions, Additional Terms and Conditions, Special Conditions, if any etc. forming part of the Agreement,
- iv) Letter of Acceptance of Bid indicating deviations, if any, from the Conditions of Contract incorporated in the Bid/Tender document issued to the Bidder,
- v) Scope of works/Bills of Quantities,
- vi) Finalized work programme,
- vii) Integrity Pact as applicable as decided by different Subsidiary Companies
- viii) Guidelines for Banning of Business,
- ix) Price/Rate and Price Variation
- x) Technical Specification of Equipment.
- xi) Other Documents
  - a. Time Schedule
  - b. List of equipment to be deployed
  - c. List of Manpower to be deployed
  - d. Designated Mining Area
  - e. Any other relevant documents.

4.2.2 After acceptance of Bid and on execution of Contract/issue of Work Order to proceed with the work, as the case may be, the Contractor shall be furnished, free of charge, two copies of contract documents. (certified true copies), accepting those drawings to be supplied during the progress of work. The Contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Engineer-In-Charge, his representatives or any other officials authorized by the Company for the purpose.

4.2.3 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.

**4.3 DISCREPANCIES AND ADJUSTMENTS THEREOF:** The documents forming part of the contract are to be treated as mutually explanatory.

4.3.1 In the event of varying or conflicting provisions made in any of the document/documents forming part of the contract, the Tender Accepting Authority's decision/clarification shall hold good with regard to the intention of the document or contract, as the case may be.

4.3.2 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.

4.3.3 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 totalling or carry forwards in the amount quoted by the Contractor shall be corrected.

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

#### **4.4 PERFORMANCE SECURITY/SECURITY DEPOSIT**

4.4.1 Security Deposit shall consist of two parts;

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

The security deposit shall bear no interest.

4.4.2 Performance Security (first part of security deposit) should be 3.0% of annualized value of contract amount and should be submitted within 21 days of award of work / issuance of LOA by the successful bidder in any of the form given below:

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

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

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

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

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

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

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 Nagpur.

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

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

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

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

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

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

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

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

However, banning shall be done as per Guidelines for Banning of Business.

- 4.4.4 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 contract of more than one year, Retention Money may be refunded the contractor annually on submission of the Bank Guarantee of the equivalent amount subject to satisfactory performance of the contractor during the year.

The validity of the Bank Guarantee shall be for 270 days beyond the period of contract or extended period of contract or one year whichever is more.

#### 4.4.5 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 (1<sup>st</sup> 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 (2<sup>nd</sup> part of security deposit) shall be refunded after 150 days of the completion of the work.

#### 4.4.6 Additional Performance Security (APS):

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

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

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

In such case Additional performance security shall be applicable if the bid price is below 15% of the updated/justified cost Finalized by the Owner as on the last date of Bid submission. The amount of such APS shall be the difference between 85% of the updated/justified cost Finalized by the Owner as on the last date of Bid submission and quoted price.

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.

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

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



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

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

This Additional Performance Security will not carry any interest and shall be released in the following manner:

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

#### **4.5 TIME FOR COMPLETION OF CONTRACT - EXTENSION THEREOF, DEFAULTS & COMPENSATION FOR DELAY**

4.5.1 Immediately after Bid of the contract is concluded, the Engineer-in-charge and Contractor shall agree upon time and progress chart prepared on the basis of a work schedule to be submitted by Contractor showing the order in which the work is proposed to be carried out within the time specified in the contract document. For the purpose of this time and progress chart, the work shall be deemed to have commenced on the expiry of 10 (Ten) days from the issue of letter of acceptance / work order or handing over the site whichever is later or as per the scheduled start as set out in this document.

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

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

4.5.2 If the contractor without reasonable cause or valid reason commits default in commencing the execution of the work within the aforesaid date, the company shall without prejudice to any other right or remedy be at liberty, by giving 15 days notice in writing to Contractor to commence the work, failing which to forfeit the Performance Security Deposit deposited by him.

Additionally, the Company shall debar such defaulting Contractor from participating in future tenders in concerned Subsidiary for a period of minimum 1 (one) year from the date of issue of such letter. In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm. However, banning shall be done as per Guidelines for Banning of Business.

- 4.5.3 However, Contractor may request the company in writing for extension of time giving full reason for the delay in commencing the execution of the work within the aforesaid date which the company may consider on basis of merit and may allow reasonable extension of time. Such extension shall be communicated to Contractor in writing by the company within 1 month from the date of receipt of such request.
- 4.5.4 Contractor shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him.
- 4.5.5 Time required for shifting from one panel to another shall be included in the production year. However, time period required in shifting the equipments from one seam to another seam shall be given additionally as per mutually agreed.
- 4.5.6 **EXTENSION:** Unless priorly terminated in accordance with the terms of the Agreement, the Agreement shall remain in force for 06 (six) production years of cumulative coal production starting within 6 (six) months from the date of issuance of Letter of Acceptance (LOA) with the right of WCL for extension of contract period up to 30% of original award value at existing terms and conditions, as set out in this Contract.

#### **4.6 QUALITY ASSURANCE**

Contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that work conforms strictly to the instructions of the Engineer-in-charge. The Engineer-in-charge may issue from time to time further detail instructions/ directions in writing to Contractor.

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.

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

#### **4.7 MEASUREMENT AND PAYMENT**

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

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

4.7.4 **Stockpiling and Re-handling:**

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

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

Clause 5 A Underground Mines:

- I. Weekly survey measurement shall be carried out to find out the quantity of coal extracted and the production reported during the previous week shall be reconciled, based on the measurement. After reconciliation, quantity of coal extracted as derived by the survey measurement shall be final and the record of such reconciliation shall be maintained and signed by the Colliery Surveyor, Manager & Agent (Project Officer).
- II. Before the commencement of extraction of pillars from an area, offset survey of the area shall be carried out and the quantity of coal (reserve) available in the area should be determined. Periodic offset survey shall subsequently be carried out with a view to find out the quantity of coal extracted from the area. The subsequent survey shall be so timed (as far as practicable) that the

quantity of coal left in stooks can be determined before they become unapproachable, due to extension of goaf. This offset survey shall not, however, be necessary for reporting production but shall enable determination of percentage of extraction, which will be useful from conservation point of view.

**4.7.5 Payment on Account** - Contractor shall submit monthly bill/bills for the work carried out in accordance with Contract. The engineer-in-charge shall then arrange for verification of the bill/bills and payment of verified amount after adjustment, if any, within 30 days of bill submitted by Contractor. Payment on account shall be made on the Engineer-in-charge certifying the sum to which Contractor is considered entitled by way of interim payment for the following:

- a) The work executed as covered by the bill/bills after deducting the amount already paid, electricity charges (if any) and such other amounts as may be deductible or recoverable in terms of the contract.

**4.7.6** The company reserve the right to recover/ enforce recovery of any overpayments detected after payment as result of post-payment audit or technical examination or any other means, notwithstanding the fact that amount of disputed claim, if any, of the Contractor exceeds the amount of such overpayment and irrespective of the fact whether such disputed claims of Contractor are the subject matter of arbitration or not. The amount of such over payment may be recovered from the subsequent bills under the contract, failing that from Contractor claim under any other contract with the company or from Contractor's security deposit or Contractor shall pay the amount of overpayment on demand.

**4.7.7** TDS as applicable will be deducted in accordance with relevant provisions of Income Tax act.

#### **4.8 MOBILISATION ADVANCE**

No Mobilisation Advance will be given by WCL.

#### **4.9 TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT**

**4.9.1** The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract, be entitled to cancel the contract in full, if Contractor

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

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

However, when Company decides to cancel the contract in parts as per (a) & (b) above, the quantity considered for partial cancellation shall be dealt as per Clause 4.9.3 of Conditions of Contract and the balance quantity shall be executed by the Contractor as per terms and conditions for the remaining quantity both in terms of daily agreed progress of work as well as total remaining quantity.

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

The approving authority shall be TAA or CMD, if originally awarded by CFDs/CMD or Board.

#### 4.9.2 The contract shall stand terminated under the following circumstances:

- a) If the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of insolvency act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any insolvency act.
- b) In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or re-organization, or a receiver or manager is appointed by the court on the application by the debenture holders of the company, if any.
- c) If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 days.
- d) On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to legal representative or to the partnership concern.

4.9.3 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 / cancelled shall not be allowed to participate in future bidding for period of minimum one year.

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

- 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 4.18.1.

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 4.9.2 (d).

- 4.9.4 **Suspension of work** –The company shall have power to suspend the progress of the work any part thereof and the Engineer-in-charge may direct 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.

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

- a) A drop in requirement consequent upon change in geo-mining conditions not allowing company/ management to proceed further being detrimental to the interest of Company.
- b) Continuation of work may endanger safety and security of men and property of the company.
- c) Causative events like land acquisition problems/problem of shifting of villagers etc.
- d) In absence of Environmental & forest clearance of any part of the working site (EMP & Forest clearance shall be the responsibility of the Company).

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

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

However, the penalty on account of shortfall quantity as per clause 4.19.1 will be levied on the contractor.

#### **4.10 LIABILITY FOR ACCIDENTS AND DAMAGES**

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

**4.11** The contractor shall take adequate Insurance coverage for payment of any compensation to any workmen / staff of contractor or of WCL if the said workman / staff / officers of either contractor or WCL dies or suffers an injury from any accident during the course of transportation, installation, operation and maintenance of equipments.

#### **4.12 FORCE MAJEURE**

**4.12.1** Should Force Majeure prevent or hinder the execution by either party of any of its obligations under this Contract, then the parties so affected shall be excused performance of its obligations for so long as such performance is thereby



prevented or delayed. Both parties shall make every reasonable effort to minimize the effects of Force Majeure upon the Contract as far as possible.

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

#### **4.13 RESPONSIBILITIES OF THE CONTRACTOR**

- 4.13.1 WCL & Contractor before starting the work, will have joint techno-commercial evaluation and inventory of the items existing in the Mine at the time of site handover.
- 4.13.2 Contractor, before starting the work, shall furnish to the Engineer in charge the list of equipments, proposed to be deployed for the work. No equipments shall be deployed for the work without the approval of the Company.
- 4.13.3 The Company shall have the right to inspect or arrange inspection of the equipments deployed by Contractor for the work at any time and declare any equipment unsafe and ask for its immediate withdrawal from the site/ operation. Contractor shall ensure prompt/ immediate compliance of the same.
- 4.13.4 Contractor shall at his own cost arrange for all materials, stores, spares, tools, tackles etc. and maintenance/repairs of the equipments required/ deployed for the work. The company shall have no liability whatsoever on this account.
- 4.13.5 Contractor shall at his own cost, arrange for regular checking/ maintenance/ repair of the equipment and keep them in good and safe condition at all times. Proper records of such checking/ maintenance/ repair shall be maintained in a Log Book kept for the purpose, which shall be readily available for inspection whenever required.
- 4.13.6 Only experienced, skilled and disciplined worker of sound health, good behaviour and antecedents having experience shall be deployed by Contractor to operate the equipments deployed for the work.
- 4.13.7 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
- 4.13.8 Contractor shall bring/ take back and arrange for the transportation of the equipments/ men and material required for the work at his own cost. However, the existing facilities available in the mine may be used by Contractor with the permission of the Engineer.
- 4.13.9 WCL shall have no responsibility / liability whatsoever for compensation payment in case of accident / damage to Contractor's equipments either in transit or while engaged in the work The work shall be executed round the clock on all the days of week, if required or as directed by the Engineer in charge and Contractor shall be obliged to comply with the same.
- 4.13.10 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.
- 4.13.11 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.
- 4.13.12 The Contractor/Contractors shall familiarize themselves with and be governed by all laws and rules of India and Local statutes and orders and regulations applicable to his/their work.
- 4.13.13 Contractor shall maintain proper records in English/ Hindi of the equipments/persons etc. deployed for the work, work done, daily attendance of the employee, payment to the employees etc. and the Company shall have the right of access to and inspection of these records or to call for any or all these records or ask Contractor to submit such reports as it considers necessary and Contractor shall be bound to comply with such instructions.
- 4.13.14 The Company shall have no responsibility/ liability whatsoever for compensation payment in case of accident / damage to Contractor's equipments in the transit or while engaged in the work.
- 4.13.15 Contractor shall familiarize himself and fully comply with the provisions of all the Acts/ Rules/ Regulations/ Bye-laws and orders of the Local authority/ Municipality/ State Govt./ Central Govt. applicable to the worker, Mines Act, CMR-2017, Payment of Wages Act, Workmen's Compensation Act, etc. as amended from time to time and shall be fully responsible and liable for due observance of the same. The company shall have no responsibility / liability whatsoever on these account and Contractor shall fully indemnify the Company against any claim/ dispute / reference Award, etc. arising out of the same.
- 4.13.16 Contractor shall post adequate number of competent, experienced, skilled and

disciplined persons having good antecedents for satisfactory execution of the work. A list of all such persons shall be kept in the office of Contractor and a copy of the same shall be furnished to the Engineer in charge as and when required. All these persons shall be in the direct employment and under direct administrative control of Contractor and the management shall have no responsibility / liability whatsoever in this regard.

4.13.17 Contractor shall arrange for the training of his employees in accordance with the Mines Vocational Training Rules, 1966 as amended from time to time at his own cost. However, WCL shall provide their existing vocational training centre for undergoing the said training free of cost.

4.13.18 Contractor shall provide footwear, helmets and other protective equipments, to his employees as provided in law at his own cost.

4.13.19 Initial Medical Examination (**IME**) of all contractual mining workers is mandatory and an amount of Rs.950/- per person or as per prevailing rate shall be charged towards conducting IME for each worker, which shall be recovered from the bills of Contractor.

4.13.20 Payment to Contractor will be done through Electronic mode. For this the desired information are to be furnished by the bidder after becoming successful.

4.13.21 The Contractor shall keep Company indemnified against all damages caused to any employee and / or property of company due to negligence of the Contractor and / or its men and agents.

4.13.22 At the time of end of Contract period, the Contractor has obligation to return the site/mine in working condition with joint techno-commercial audit and evaluation by WCL & Contractor of all inventories etc.

**4.13.23 Provision related to Employment of Labour, payment of wages and Provident Fund deduction:**

- The execution of work shall be done by deploying machines / equipment through only regular employees of the Contractor. The Contractor shall also comply with statutory requirements under CL (R&A) Act and also obtain labour license.
- The Contractor shall not engage any person of less than 18-year age and the engagement of female employee shall be dealt as per prevailing relevant law.
- The Contractor/Contractors shall not pay less than the wages fixed (notified and prevalent during submission of the bid for mining activities as per policy decision of the Company/CIL valid from time to time) in respect of his employees of different categories.

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

*The Minimum rates of wages (HPC) showing the basic rates +VDA, payable w.e.f. 01.10.2022 will be as under (Indicative):*

Categories of Employee	Rate of Wages including VDA (in Rs.) per day w.e.f. 01.10.2022.
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Unskilled	Rs. 787.00 + 220.00 = 1007.00
Semi Skilled / Unskilled Supervisory	Rs. 817.00 + 228.00 =1045.00
Skilled	Rs. 847.00 + 237.00 = 1084.00
Highly Skilled	Rs. 877.00 + 245.00 = 1122.00

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

against any claim arising out of any non-payment / short payment/ dispute/ award.

- In case any accident occurs or any injury is caused to any employee of the Company by the vehicles/equipment 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.

4.13.24 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 item wise rate quoted by Bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to Bidder/Contractor (if GST payable by Bidder/Contractor) would be made only on the latter submitting a Bill/Invoice in accordance with the provision of relevant GST Act and the rules made 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.

- 4.13.25 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.
- 4.13.26 The Contractor/Contractors shall make his/their own arrangement for all equipment, materials, consumables (excluding explosives to be issued free of cost), tools, staff and labour required for the contract, which shall include cost of lead, lift, loading, unloading, railway freight, recruiting expenses and any other charges for the completion of the work to the entire satisfaction of the Company.
- 4.13.27 The Contractor shall at his own cost arrange maintenance/repair of all equipment required/deployed for the work. The Company shall have no liability whatsoever on this account.
- 4.13.28 No sub-letting of the work as a whole by the Contractor is permissible. Prior permission is required to be taken from the Principal Employer for engagement of Sub-Contractors in this contract for part work / piece rated work.  
The works contract may provide for the contractor to get specified works executed from subcontractors included in the pre-qualification application or later agreed to by the Procuring Entity, with a caveat that the responsibility for all sub-contact work rests with the prime contractor. Sub-contracting may be for specialized items of work. Procurement of material, hiring of equipment or engagement of labour will not mean sub-contracting. The total value of subcontracted work should not exceed the percentage of the contract price specified in the contract (say 25%). Sub-contracting by the contractor without the approval of the Procuring Entity shall be a breach of contract, unless explicitly permitted in the contract.
- 4.13.29 The Contractor will have to make necessary security arrangement to prevent theft of coal from the project premises, during transportation and also at coal dumps.

#### **4.14 SETTLEMENT OF DISPUTES**

It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the company level.

The contractor should make request in writing to the Engineer-in-charge for settlement of such disputes/ claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/ claims of the contractor shall be entertained by the company.

Effort shall be made to resolve the dispute in two stages.

In first stage dispute shall be referred to Area General Manager. If difference still persists the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.

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

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

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

#### **4.13(A): Settlement of Disputes through Arbitration**

If the parties fail to resolve the disputes/differences by in house mechanism, then, depending on the position of the case, either the employer/owner or the contractor shall give notice to other party to refer the matter to arbitration instead of directly approaching Court. The contractor shall, however, be entitled to invoke arbitration clause only after exhausting the remedy available under the clause 4.14.

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

##### Sole Arbitration:

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

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

Subject as aforesaid, Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015 and the rules thereunder and any statutory modification

thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

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

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

Contracts with Partnership firm/ Joint Venture/Consortium:

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

#### **4.15 E-way Bill**

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

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

#### **4.17 SUB-CONTRACTING**

##### **No Sub-Contracting Without Permission**

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

#### **4.18 CERTIFICATE NOT TO AFFECT RIGHT OF OWNER AND LIABILITY OF CONTRACTOR**

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



#### 4.19 COMMITMENT TOWARDS MINIMUM GUARANTEED PRODUCTION

Contractor would guarantee to produce the minimum guaranteed production of coal as per NIT.

##### 4.19.1 Commitment Charges:

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

<b>Actual Production in % of Annual Minimum Guaranteed production</b>	<b>Penalty to be Deducted</b>
From <100% to 85%	@10% of price per tonne charged on the difference of production from minimum guaranteed production of that production year.
From < 85% to 70%	Amount calculated in above commitment charges (for <100% to 85%) plus 20% of price per tonne charged on the difference of production from 85% of minimum guaranteed production of that production year
Less than 70%	Amount calculated in above commitment charges (for <100% to 85% and <85% to 70%) plus 30% of price per tonne charged on the difference of production from 70% of minimum guaranteed production of that production year

4.19.2 The Contractor at all the time during the contract period shall maintain the same ratio of coal production from Development and Depillaring as mentioned in the APP under Clause No.7.4.1.

4.19.3 However, the coal production from depillaring shall not be lower than the Minimum Guaranteed production as per APP. If the contractor fails to produce the minimum guaranteed coal production from Depillaring Section other than reasons acceptable to WCL under Clause No.7.4.1, than the commitment to the extent of such shortfall shall be applicable on annual basis.

4.19.4 The payment of coal production during commercial production period will be made on monthly basis. The interim adjustment for commitment charges will be done quarterly and the final adjustment will be made on the basis of coal production in that particular production year.

#### 4.20 DGMS APPROVAL

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

- 4.20.2 DGMS approval for the deployment of Plant & Machinery and any ancillary equipments (approved by DGMS) in the Underground mine for development & depillaring would be obtained by WCL with the help of Contractor. WCL would put up application and Contractor will provide all necessary assistance to WCL for obtaining DGMS approval.
- 4.20.3 Shipment of the equipment shall be made by Contractor, only after the approval of concerned equipment and Technology by DGMS has been obtained.

#### **4.21 APPLICABLE LAWS**

- 4.21.1 The contract shall be governed by the laws of India being in force for the time being. The Contractor shall be governed by any applicable National, Municipal, Local or other law and any requirement or regulations of any Indian Governmental Authority or Agency in connection with the performance of the work.
- 4.21.2 The Contractor shall observe all the safety rules and regulations as required under the statutory Acts of the Government of India including specially, Mine Safety Regulations of India. The Contractor shall be well acquainted with all such laws applicable in connection with the performance of the contract and diligently observe and comply with all such laws.
- 4.21.3 WCL shall have the right to object to an unsafe practice followed by the Contractor and direct that the work be carried out in a safe manner.

#### **4.22 INSURANCE**

- 4.22.1 The Contractor shall carry and keep current during the Term of this Agreement adequate insurance coverage for the Contractor's employees, the coal mining, handling & transportation facilities, the contracted facilities and equipment, Third Party Liability policies and Motor vehicle insurance covering own damage, Third Party Property damage and Third Party Personal Injury insurance to the satisfaction of WCL. The Contractor shall upon request of WCL, furnish WCL with particulars of the insurance policies procured by the Contractor for the purpose of the Works.
- 4.22.2 The Contractor shall indemnify WCL against any losses as above that may result due to lack of required insurance cover.
- 4.22.3 The contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for reasons which are beyond control of the contractor or act of God, e.g. flood, riots, war, earthquake, etc.) and shall at his own cost repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the contract and instructions of the Engineer-in-charge, if any :
- a. The contractor shall at all times during the pendency of the contract indemnify the company against all claims, damages or compensation under the provisions of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.

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

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

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

- c. The contractor shall ensure that the insurance policy/policies are kept alive till full expiry of the contract by timely payment of premiums and shall not be canceled without the approval of the company and a provision is made to this effect in all the policies, and similar insurance policies are also taken by his sub-contractors if any. The cost of premiums shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.
- d. In the event of contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the contractor is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due by the contractor.

#### **4.23 ACCESS TO SITE AND WORKS ON SITE**

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

#### **4.24 COMPLETION CERTIFICATE**

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

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

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

#### **4.26 BIOMETRIC ATTENDANCE SYSTEM**

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

#### **4.27 Guidelines for Banning of Business**

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

1. Observance of Principle of Natural Justice before banning the business dealings with any contracting entity.
2. The contracting entity may be banned in the following circumstances:-
  - i) If bidder backs out after notification of opening of price bid and if that bidder is found to be L-1.
  - ii) If L-1 bidder fails to submit PSD and APSD, if any and/or fails to execute the contract within stipulated period.
  - iii) If L-1 bidder fails to start the work on scheduled time.
  - iv) In case of failure to execute the work as per mutually agreed work schedule.
  - v) Continued and repeated failure to meet contractual Obligations:
    - a. In case of partial failure on performance, agency shall be banned from future participation in tenders keeping his present contract alive.

- b. On termination of contract.
- vi) Willful suppression of facts or furnishing or wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means (In this case the banning shall be for a minimum period of 05 (five) years.
  - vii) Formation of price cartels with other contractors with a view to artificially hiking the price.
  - viii) The contractor fails to maintain/repair/redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.
  - ix) Contractor fails to use Mobilisation advance given to him for the purpose it was intended.
  - x) Contractor fails to renew the securities deposited to the department.
  - xi) The contractor fails to rectify any lapse(s) in quality of the work done within defect liability period.
  - xii) Transgression of any clause(s) relating to Contractor's obligation defined in the Integrity Pact wherever such Pact exists.
  - xiii) Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.
3. Such 'Banning of Business', if and when effected, shall be with prospective effect only. The effect of 'Banning of Business' shall be for future tenders from the date of issue of such Order. However, if any contracting entity is banned after online notification of opening of Price Bid, such a ban will not be effective for that work.
  4. The banning shall be for a minimum period of 1 (One) year and shall be effective for the concerned Subsidiary for the tenders invited at Subsidiary level. Similarly, in case of tenders of CIL HQ, banning shall be for CIL HQ. However, if such 'Banning of Business' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required.
  5. Once a contracting entity is banned, it shall be extended to the constituents of that entity, all partners in case of Joint Venture, all the partners in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm and all the Directors in case of Limited Company. If such banned owner/Proprietor/Partner/Director make/form different Firms/entity and attempts to participate in tenders, the same will not be entertained during the currency of such banning.
  6. The above 'Banning of Business' shall be in addition to other penal provisions of NIT/Contract document.

## CHAPTER-5

### MINE PROFILE OF PATANSAONGI UG MINE

#### 5.1 GENERAL INFORMATION

##### LOCATION OF THE MINE

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

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

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

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

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

Latitude : 21° 17' 30" N to 21° 20' 00" N

Longitude : 79° 01' 00" E to 79° 04' 00" E

##### MINE ACCESSIBILITY

Nearest Airport : Nagpur at a distance of about 40 km

Nearest Railway Station : Patansaongi at a distance of around 2 km Approach by Road 1 km from NH-47 towards North East

Nearest Seaport : Vishakhapatnam and Mumbai at a distance of about 780 km and 825 km respectively.

##### HISTORY OF THE MINE / PROJECT

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

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

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

Patansaongi UG Mine is a present day operating mine..

### **COMMUNICATION FACILITIES AVAILABLE:**

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

### **CLIMATE**

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

### **TOPOGRAPHY AND DRAINAGE**

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

### **STATUS OF MINING LEASE**

#### **Lease-hold area**

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

#### **Land use pattern**

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

<b>Sl. No.</b>	<b>Type of Land</b>	<b>Area (in ha)</b>
1	Tenancy Land	375.00
2	Forest Land	0.00
3	Government Land	0.00

4	Acquired Land of WCL (Tenancy Land)	34.17
	<b>TOTAL</b>	<b>409.17</b>

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

## 5.2 GEOLOGY

### GEOLOGY OF THE COALFIELD:

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

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



Upper Permian	Kamthis	Hard quartzitic sandstone with ferruginous bands, fine to medium grained sandstone. Occasional clay bands.	50.00 – 100.00
OVERLAP			

### GEOLOGY OF THE AREA UNDER CONSIDERATION:-

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

Age	Formations	Lithology	Range of Thickness (m)
Recent	Alluvium	Black cotton soil, medium to coarse grained sand, clay bands, boulders	3.05 – 62.50 (generally 30m)
UNCONFORMITY			
Upper Permian	Kamthis	Hard quartzitic sandstone with ferruginous bands, fine to medium grained sandstone.	4.45 – 38.12
OVERLAP			
Middle Permian	Moturs	Clays, chloritic sandstones, grey shale bands and thin bands of coal	5.05 – 166.85
Lower Permian	Barakars	Upper – Medium to coarse grained sandstone	60.00 – 80.00
		Middle – Contains all the five important workable coal seams/ sections	100.00 – 120.00
		Lower – Contains a number of thin coal bands, though completely not devoid of coal seams	70.00 – 100.00

Upper Carboniferous	Talchirs	Greenish fine grained shaly sandstone, calcareous and greenish shales	Not encountered
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The individual formations are described as below:

**a) ALLUVIUM**

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

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

**b) KAMTHIS**

This is the youngest formation of the Lower Gondwanas and is regarded as equivalent to 'Raniganj' formation of Damodar Valley. Kamthis are however, completely devoid of coal. Fairly large exposures are met around Babulkhera south of Kolar River but in the present block only a small exposure of sandstone occurs about 1 km ENE old Patansaongi village. The formation, wherever exposed, has been found to be horizontal whereas the lower members dip at angles of  $10^{\circ}$  to  $15^{\circ}$ . Kamthis though being the youngest formation in this area do not occupy the central part of the basin, on the contrary occur at different places within the basin.

**c) MOTURS**

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

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

**d) BARAKARS**

The total thickness of Barakars is 270-300 m and is divided into three horizons, viz., Upper, Middle and Lower. The Upper Barakars is 60-80 m thick, do not contain any coal seam and lie immediately above Seam-V. The Middle Barakars is 100 -120 m

thick and contain all the five important workable coal seams of the Kamptee Coalfield. The Lower Barakars start from the base of Seam –I of Middle Barakars and though completely not devoid of coal seams, contain a number of thin coal bands. The thickness of this horizon is 70 - 100 m.

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

Sub division	Lithology	Thickness	Remarks
Upper Barakars	Medium to coarse grained sandstone	60.00 - 80.00	
Middle Barakars	<u>Seam-V</u>	1.50 - 4.56 (generally- 2.50 - 3.50)	Considered workable
Parting	Predominantly Sand stones	23.74 - 37.96	
	<u>Seam IVT</u>	0.40 - 1.68 (generally-0.50 - 1.00)	Not considered
Parting	Predominantly shale/ carb. shale, coal bands and laminates	10.61 - 18.02	
	<u>Seam-IVB</u>	1.22 - 2.61 (generally- 1.50 - 2.50)	Working seam
Parting	Predominantly sand stones	24.34 - 29.92	
	<u>Seam III</u>	0.42 - 1.93 (mostly Unworkable)	Not considered
Parting	Predominantly Sand Stone	9.74 - 24.14	
	<u>Seam II</u>	2.10 - 6.62 (generally- 3.50 - 5.00)	Considered workable in part of area
Split sections of Seam II	Top Split section	1.40-1.50	Considered workable in limited area
	Middle Section	Unworkable	Not considered
	Bottom Split	1.14 - 2.14 (mostly un-workable)	Not considered

Parting	Generally Laminates	3.35 - 7.41	
	<u>Seam IT</u>	0.35 - 1.27 (mostly unworkable)	Not considered
Parting	Generally Laminates	3.52 – 6.32	
	<u>Seam IB</u>	0.22 - 1.31 Generally- unworkable)	Not considered
Lower Barakars	Laminates, Sand stone, Shale and thin coalbands	70-100m.	

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

**a) TALCHIRS**

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

**b) METAMORPHICS**

Metamorphics form the basement but are not exposed anywhere in Patansaongi block.

**c) EXPLORATION STATUS**

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

Detailed drilling operation in Patansaongi Block was taken up by NCDC in September, 1971. NCDC drilled 40 boreholes covering a total of 6915.26 m. In addition, 3 regional boreholes drilled by D.G.M., Maharashtra are also located within the area covering a total of 779.73 m. Thus Patansaongi UG Mine was planned considering the data of 43 boreholes with a cumulative meterage of 7694.99m of drilling in an area around 3 km<sup>2</sup>.

**DIP AND STRIKE**

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

**5.3 INCROP / OUTCROP OF COAL SEAM (S)**

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

### **COAL SEAMS**

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

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

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

### **DESCRIPTION OF COAL SEAMS IN THE MINING AREA:**

The mining area in Patansaongi U/G Mine is having four workable seams/ sections namely Seam-V, Seam-IVM, Seam-IVB and Seam-II in the descending order. The mine was opened with two inclines and an airshaft. Seam section- IVT, Seam-III, Seam Section-IT and Seam Section-IB are unworkable owing to less thickness and less reserves. In the GR for Patansaongi block, Seam-IVM has not been delineated as a section. This section is composed of alternate bands of coal and carb. shale. This section has been delineated by Mine Authorities as a horizon 5 to 6 m above the roof of Seam-IVB. In this section, the coal component is reported to be 66% of the total thickness.

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

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

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

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

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

#### **Faults:**

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

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

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

#### **Intrusives:**

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

#### **Other geological disturbances:**

Occurrence of minor faults and other geological disturbances cannot be ruled out.

#### **Immediate roof and floor of coal seam(s):**

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

##### **SEAM-V:**

- a) Roof: Sandstone / Carb. Shale
- b) Floor: Shale / Carb. Shale

##### **SEAM-IVM:**

- a) Roof: Shale / Carb. Shale
- b) Floor: Shale / Carb. Shale

##### **SEAM-IVB:**

- a) Roof: Shale / Carb. Shale
- b) Floor: Sandstone/ Alternate Shale & Sandstone

**SEAM-II:**

- a) Roof: Sandstone  
 b) Floor: Shale/ Sandstone

**PROXIMATE & ULTIMATE ANALYSIS**

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

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

**OTHER TEST AND ANALYSIS**

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

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

**5.4 COAL RESERVE**

Patansaongi UG Mine is producing coal since March 1978. Four coal seams/ sections, namely, Seam-V, Seam-IVM, Seam-IVB and Seam-II are being exploited in the mine. Of these seam sections, the extent of development is the maximum in Seam-IVM. Seam-IVM is also partly depillared. Seam-II has developed workable thickness only in half of the mining area. Virgin areas are available in Seam-V, Seam-IVM and Seam-IVB. The

balance extractable reserves in Patansaongi UG Mine have been estimated taking into account the restrictions imposed by DGMS, incubation period of coal seams, the latest depillaring permission and mining conditions in vogue.

The minimum balance Extractable Reserves in the Four Workable Seams/ Sections, i.e., Seam-V [Standing on Pillars + Virgin Area], Seam Section-IVM [Standing on Pillars + Virgin Area], Seam Section-IVB [Standing on Pillars + Virgin Area] and Seam-II [Standing on Pillars] works out to approximately 10.25Mt as on 01/10/2022.

The expected production in the remaining months of FY 2022-23 is 25000 tonnes from Seam-V.

## **5.5 GEO-MINING CHARACTERISTICS**

### **Gassiness of coal seam(s):**

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

### **Water regime:**

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

### **Incubation period of coal seam(s):**

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

### **Cavability of coal seams:**

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

## **5.6 Important surface features**

- a. Incline No. 7 & 8
- b. Airshaft
- c. Sadbhavna Nagar (Patansaongi WCL Colony), Old WCL Colony
- d. Service Buildings
- e. 66 kV OHT Line
- f. Patansaongi Minor Irrigation Canal
- g. NH 47
- h. Aerial Ropeway
- i. Seasonal Nallas
- j. Kolar River



- k. BG railway line of South Eastern Railway
- l. Stowing Plants
- m. R O Plant, etc.

## 5.7 **MAJOR CONSTRAINTS**

### **Surface Constraints**

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

### **Underground Constraints**

- c) Gradient of coal seams is very steep, 1 in 3.9.
- d) All the workable seams/ sections are geologically disturbed with a number of minor faults, cleats, slips etc. crisscrossing the area. Five faults form the boundaries of the mine.
- e) Seam-V is overlain by water bearing Kamthi formation. Experience shows that drilling in Seam-V has to be done very cautiously to prevent puncturing of Kamthi formation. In case the Kamthi formation gets punctured, incessant and difficult to control flow of water starts. Due to this reason, Seam-V has been developed along the floor leaving around 2.00m coal against the roof to serve as umbrella against the Kamthi formation.
- f) The pillars in all the workable seams are standing since long time and some galleries are water logged.
- g) In Patansaongi U/G Mine, Seam –IVB has not been worked since 2007. Part of the workings in this seam are water logged. Side spalling and roof falls may have occurred in the area which is standing on pillars.
- h) BG railway line of South Eastern Railway is passing over the northern part of the mine. Developed galleries in Seam-IVB below the railway acquired land are required to be kept supported and available for inspection by Railway Authorities at all times. If the galleries are not required the area should be filled with non-combustible material and sealed.
- i) In spite of sufficient depth, development and extraction of coal seams below NH47 and Kolar River may be permitted by DGMS with stringent conditions.
- j) Patansaongi UG Mine has a history of underground fire. First instance of fire occurred on 11<sup>th</sup> March 2006 in Panel-A of Seam-II in second shift. Symptoms of spontaneous heating were detected at 12L/30D goaf edge. This fire was sealed on 12<sup>th</sup> March 2006 in second shift. Panel-A was under extraction for 1 year, 10 months and 21 days. The said area was completely sand stowed and isolated. Regular air sample analysis shows that there is no symptom of spontaneous heating.

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

## 5.8 PRESENT STATUS

### MINE ENTRIES & DRIFTS:

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

Sl. No.	Entry	Length/ Depth (m)	Cross-section (m x m)	Gradient	Purpose
1.	Incline No. 7	235	3.50 x2.30	1 in 4.0	Main intake and haulage roadway.
2.	Incline No. 8	371	3.50 x2.30	1 in 4.0	Travelling roadway, Main intake and Belt Conveyor roadway
3.	Airshaft	47.50	4.0 m $\Phi$	Vertical	Main return airway.
4.	Drift from Seam-IVB to Seam-II	400	3.20 x2.30	1 in 4	For belt conveyor TB2
5.	Drift from Seam-IVM to Seam-V	100	3.60 x2.30	1 in 4	For 17Rise belt conveyor
6.	Drift from Seam-IVB to Seam-III	270	4.80 x2.30	1 in 4	For belt conveyor
7.	Drift from Seam-III to Seam-II	30	4.80 x2.30	1 in 4	For belt conveyor

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

### **MINING METHOD**

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

### **STATUS OF MINING**

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

<b>Sl. No.</b>	<b>Name of Seam</b>	<b>Status</b>
1	Seam-V	Partly developed. Major area is virgin. Seam has been developed along the floor leaving around 2.00m coal against roof to serve as umbrella against the water bearing Kamthi formation. RMR – 31.5. Presently, development working is in progress with SDLs on rise side of Seam-V. The size of pillar formed is 25mx25m, rhombus shape with ave. gallery dimension of 3.6m ht. width and 2.5m ht.
2	Seam-IVM	Partly developed and depillared. Nearly 20% of the area is virgin. Seam has been developed along the floor maintaining a parting of 5 to 6m with Seam-IVB. RMR - 47
3	Seam-IVB	Partly developed and depillared. Nearly 50% of the area is virgin. Seam has been developed along the floor in contiguity with Seam-IVM taking full thickness RMR - 52.
4	Seam-II	Fully developed and depillared. Seam has developed workable thickness in nearly 50% of the mine area only. This seam has been developed along the roof and floor coal is extracted by dinting during depillaring. The seam has best quality coal among the four seams.  RMR – 47.5

**INFRASTRUCTURE AVAILABLE**

Land:

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

Roads and culverts:

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

**PLANTS AND MACHINERY**

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

**ELECTRICAL& MINING EQUIPMENT:**

<b>Equipment</b>	<b>Location</b>	<b>Rating</b>
Transformer	Surface	1600 kVA
Transformer	Surface	1600 kVA
Transformer	Surface	500 kVA
Transformer	Surface	400 kVA
Transformer	Surface	250 kVA
VCB	Surface	200 A
VCB	Surface	100 A
OCB	Surface	100 A
OCB	Surface	300 A
OCB	Surface	250 A
OCB	Surface	300 A
OCB	Surface	250 A
OCB	Surface	200 A
OCB	Surface	100 A
OCB	Surface	50 A

OCB	Surface	300 A
OCB	Surface	150 A
VCB	IV(B) 4D/4L	200 A
ACB		300 A
VCB		200 A
VCB		200 A
TRANSFORMER		315 kVA
VCB	V 2D/10L	200 A
VCB		100 A
VCB	V 10L/17R	100 A
TRANSFORMER		315 kVA
TRANSFORMER		315 kVA
VCB	IV(M) 13L/18D	100 A
TRANSFORMER		315 kVA
TRANSFORMER		315 kVA
VCB	IV(M) 19D/23L	200 A
VCB	II 0D/3L	200 A
VCB		200 A
VCB		100 A
TRANSFORMER		315 kVA
VCB	II 10L/5D	200 A
TRANSFORMER		315 kVA
VCB	II 14D/6L	200 A
VCB		150 A
VCB		100 A
TRANSFORMER		315 kVA

GEB SDL	V AND II	100 A
STARTERS	V	100 A
	V	200 A
	V	50 A
	V	200 A
	V	100 A
	V	3.3 A
	V	100 A
	V	100 A
DRILL PANEL	V	
AUX FAN	V	
	M	3.3 A
		100 A
	II	200 A
		3.3 A
		3.3 A
ACB (6 nos.)	V	200 A
ACB (6 nos.)	II	200 A
EIMCO SDL	V	2 Nos. (Shall be withdrawn on award of work)
SIMPLEX SDL	V	2 Nos. Being transferred to other mines
WEIGHBRIDGE	Surface	1 No.(50 Te.)
MMV	Surface	2 Nos. AF-90-5200 Cub.m/min(operating),PV-200-3600 Cub.m/min(Stand by) Capacity.

**PUMPS:**

<b>MAKE</b>	<b>kW</b>	<b>HEAD (m)</b>	<b>CAPACITY (GPM)</b>
MLA III	55	69	500
RKB 125/27	140	69	500
RKB 125/27	150	69	500
MLA V	90	80	500
RKB 150/34	236	184	1000
RKB 150/34	236	184	1000
RKB IV STAGE	236	124	1000
MAXFLOW 6 STAGE	180	124	1000
RKB 125/27	236	210	500
MLA II	37	50	500
MLA II	37	50	500

**BELT CONVEYORS:**

<b>Belts</b>	<b>Seam</b>	<b>Size</b>	<b>Length</b>	<b>Gradient</b>	<b>Power (kW)</b>
TB 1	Incline No. 8	1000 mm	380 m	1 in 4	135
TB 2	Drift IV(B) to II	1000 mm	230 m	1 in 4	110
7 Level	IV(M)	800 mm	510 m	Level	110
17 Rise	Drift IV(M) to V	800 mm	100 m	1 in 4	22
11 Level	V	800 mm	20 m	level	15
18 Rise	V	800 mm	90 m	1 in 4	22
8 Level	V	800 mm	450 m	level	110
34 Dip	V	800 mm	190 m	1 in 4	47
13 level	V	800 mm	275 m	level	37

43 Dip	V	800 mm	90 m	1 in 4	22
16 level	V	800 mm	90 m	level	47
1st Drift	Drift IV(B) to III	1000 mm	270 m	1 in 4	90
2nd Drift	Drift III to II	800 mm	130 m	1 in 4	47
LINK	II	800 mm	50 m	1 in 4	22
GB 1	II	800 mm	400 m	level	90
GB 2	II	800 mm	250 m	level	50
28 Dip	II	800 mm	90 m	1 in 4	22
6 Level	II	800 mm	160	level	22

**HAULAGES:**

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



Direct	6 D		II	Running	37
Direct	14 D		II	Running	37
Endless	4 L/ 14 D		II	Idle	NIL
Direct	29 D		II	Running	37

### **WORKSHOP EQUIPMENT:**

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

### **POWER SUPPLY AND DISTRIBUTION**

Patansaongi UG Mine has two sources of power. It is receiving power at 11 kV from MSETCL substation through Pipla Rohana feeder. The length of this feeder is 20 KM. This feeder is the stand-by feeder for the mine.

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

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

**COAL HANDLING PLANT**

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

**RAILWAY SIDING**

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

**PRESENT PUMPING SYSTEM**

The make of water in the mine is 3000 GPM during dry season and 3300 GPM during monsoon season. The installed pumping capacity at the mine is 5000 GPM. Six nos. pumps are discharging water on the surface.

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

<b>MAKE</b>	<b>kW</b>	<b>HEAD (m)</b>	<b>CAPACITY (GPM)</b>
MLA III	55	69	500
RKB 125/27	140	69	500
RKB 125/27	150	69	500
MLA V	90	80	500
RKB 150/34	236	184	1000
RKB 150/34	236	184	1000
RKB IV STAGE	236	124	1000
MAXFLOW 6 STAGE	180	124	1000
RKB 125/27	236	210	500
MLA II	37	50	500
MLA II	37	50	500

**STOWING ARRANGEMENT**

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

### **MAN RIDING ARRANGEMENT**

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

### **PRODUCTION FROM PATANSAONGI U/G MINE**

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

S. No.	Financial Year	Production (t)
1.	2017-18	59490
2.	2018-19	70045
3.	2019-20	69445
4.	2020-21	63225
5.	2021-22	53518

### **AVERAGE GRADE OF COAL**

The declared grade of coal from Patansaongi UG Mine for FY 2022-23 is as under:

Seam	Type of Declaration	STEAM	SLACK	ROM/CR.ROM
V	Composite Grade declared on			

IV(M)	00Hrs of 01.04.2022	G-8	G-9	G-9
II				
IV(B)	As Per PR	Grade D UHV 4578 k.Cal/Kg		

The seam-wise grade is tabulated as under:

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

## 5.9 PROPOSED HIRING

The proposed hiring broadly comprises deployment of 10 nos of SDL / suitable equipments with conveyor belt combination and drilling blasting technology with daily production of 400 Te from Seam V development district south side of NH47 and 600 Te from Seam II depillaring section as per development layout detailed in the mine plan including Operation and maintenance of all existing system (s) of underground mine and addition or installation of required facilities / systems for achieving the targeted production of 1000 tonnes per day / 3 lakh per year with contract period of 6 (six) years as mentioned in NIT.

# **CHAPTER-6 TENDER DRAWINGS**

<b>S. No.</b>	<b>Subject</b>	<b>Page No.</b>
1.	Panel Layout Plan: Seam-II	
2..	Panel Layout Plan: Seam-V	

# **CHAPTER-7**

## **SPECIAL TERMS AND CONDITIONS OF CONTRACT**

- 7.1 SCOPE OF WORK:** The scope of work for the Contractor shall include procurement of new Side Discharge Loaders (SDL) / suitable intermediate technology / conveying or transportation system and machinery, other ancillary equipments and machineries / systems, etc., fabrication, construction, structural, mechanical, electrical and instrumentation facilities, transportation, insurance, loading/ unloading, storing and material control, construction of temporary facilities, painting, insulation, fire proofing, inspection, testing, pre-commissioning, commissioning in addition to existing coal conveying, material hauling, pumping, hydraulic sand stowing, electrical system and other machinery, facilities, systems, etc. of underground mine and thereafter operating and maintaining the same for a contract period of 6 (six) years for coal extraction / production of 18 lakh tonne from **Patansaongi Underground Mine, Nagpur Area of WCL** on hiring basis in accordance with the detailed provisions of the Bidding Documents.
- 7.1.1 The Contractor shall make arrangements for production of coal by Development & Depillaring (including hydraulic sand stowing/ any other DGMS approved suitable UG void filling methodology) by deployment of sufficient Nos of suitable capacity new Side Discharge Loaders (SDL) / any other suitable intermediate technology with conveyor belt combination and addition or installation of required facilities / systems including Operation and Maintenance of all system (s) / facilities of underground mine at Patansaongi UG Mine, Nagpur Area of WCL to produce the minimum guaranteed coal production as per NIT & transport the coal from various working faces of the District through Belt conveyor system. The loaded coal shall be transported to the surface CHP through no. of trunk belts and main belts installed in underground including no. of strata/in-seam Bunkers in underground.
- 7.1.2 The successful bidder shall get conducted scientific study (if required) for obtaining DGMS permission for deployment of intermediate technology with suitable capacity SDL and conveyor belt combination or any other suitable technology in the above mine and strata monitoring required by DGMS.
- 7.1.3 In addition to existing conveying system, Contractor shall procure, install, commission, operate and maintain the additional coal conveying system of sufficient capacity matching with production targets including electricals and other ancillaries and transport the coal produced from both underground seam workings by loading on belt conveyors to surface CHP.
- 7.1.4 In addition to existing facilities / systems / ancillary machines, etc. the Contractor shall procure, install, commission, operate and maintain all other associated ancillary machinery required for coal production and transportation, roof and sides supporting material, lighting arrangements along coal transport route, white washing, stone dusting, water-spraying, haulages route, travelling roads, pumping arrangement in the mine, coursing of ventilation up to working faces of the concerned district, roof monitoring equipment and required communication system in all the working areas.
- 7.1.5 The Contractor shall make his own arrangement for lowering of plant & machinery / equipments from surface to underground and vice versa. WCL shall indicate the way of transport route for lowering / marching of the equipments/machineries etc.



However, the clearing of obstacles en-route etc. to the extent necessary during lowering/marching of the equipments /machineries etc. shall be in the scope of Contractor.

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

The hydraulic sand stowing in Seam-II shall be under Contractors scope for which the sand shall be transported from Sand Ghat (Kanhana River at Silewara lease hold boundary) located at distance of 14.19 km from the mine.

The arrangements for required no of tippers / trucks, loading and transportation of sand from Sand Ghat to Patansaongi UG Mine, stacking of sand and transport to sand bunker(s), maintenance of sand bunker(s), associated belts and further stowing shall be the responsibility of the Contractor.

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

- 7.1.10 The Contractor shall prepare Annual Operation Plan for achieving minimum guaranteed coal production as per NIT by incorporating month-wise coal production. The operational plan and panel wise sequence of extraction shall be implemented with the approval of WCL. Any change in Annual Operational Plan during the course of implementation, shall be executed with Competent Approval of WCL.

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

- 7.1.11 With respect to the scope of the work, the Contractor shall also undertake its

obligations relating to fulfillment of statutory requirements and other related activities in accordance with the Bidding Documents.

## **7.2 OBLIGATIONS OF CONTRACTOR**

7.2.1 The Contractor shall perform all the activities mentioned under scope of work at Clause No.7.1 (and elsewhere in this tender document) along with all other activities to produce the minimum guaranteed coal production during the contract period of 6 (six) years and extended thereof as per terms and conditions of contract.

7.2.2 The successful bidder (Contractor) after issue of LoA and before bringing the plant & machinery / equipments / cutting & loading equipment or any other equipment shall be allowed to take up the works as a preparatory arrangement. Details like route map for the transport of equipment, plans/sections with roadway dimensions shall be provided.

However, before bidding, the bidders are advised to visit the site and assess the scope of work with prior intimation and permission from the mine authority.

7.2.3 The Contractor shall produce minimum guaranteed coal production without violating any provisions of Coal Mines related Acts, Laws, Rules and Regulations for safety.

7.2.4 The successful bidder shall arrange 100% financing for this proposed hiring work. WCL shall pay only hiring charges (Rupees per Metric Tonne) for the quantity of coal produced and delivered to WCL.

7.2.5 **DRIVAGE IN STONE (DRIFTS) DUE TO FAULTS AND GEOLOGICAL DISTURBANCES:** Drivage in stone may be required for the reasons like change in geo-mining conditions, faults, thinning down of the working seam; change over in working section/seam etc., The Contractor shall have to arrange for drivage of required dimensions as decided by mine authorities by blasting or any other method. Such drivage shall be separately removed / disposed without mixing with coal. If blasting is required shall be done by WCL free of Cost with manpower support from Contractor.

### **7.2.6 COAL EVACUATION SYSTEM:**

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

The existing Conveying system shall be handed over to the Contractor for its operation and maintenance during the contract period with terms and conditions as set out in **Clause No.7.2.19**.

b) Installation, operation, repairs and maintenance of necessary haulages, electricals and other equipments including arrangement of required spares shall be the responsibility of the Contractor. WCL will provide technical guidance for installation of haulages, if required.

- c) The coal evacuation from surface bunkers is the responsibility of WCL. In case of any problem in evacuation of coal from the surface bunker / CHP, WCL opts not to take delivery of Coal and instructs the Contractor in writing to stock the Coal otherwise available for delivery, at the Coal Depot (the "Undelivered Coal"), then subject to and in accordance with the terms of this Agreement, it is hereby clarified that no handling & re-handling charge is payable by WCL to the Contractor and the cost of such handling & re-handling of the Undelivered Coal shall be deemed to be included in the Hiring Charge.

**7.2.7 PUMPING & DRAINAGE:** Pumping, drainage & management of water within the working panels in both the seams and at the faces to intermediate, to the main sump and to surface is under the scope of the Contractor. Face pump & main pumps including pipe range installation for dewatering and stowing, operation, providing of manpower and maintenance shall be done by the Contractor.

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

The entire water pumping system of underground shall be handed over to the Contractor for its repair, operation and maintenance during the contract period with terms and conditions as set out in Clause No.7.2.19

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

However, the consumption of electrical shall be free of cost up to the limit as quoted by the bidder in the BoQ. The extra consumption on & above the Specific Energy Consumption shall be on chargeable basis as per prevailing rates to be paid to the electrical power supplying agency plus 20% as handling charges.

The entire existing electrical system of underground shall be handed over to the Contractor for its repair, operation and maintenance during the contract period with terms and conditions as set out in Clause No.7.2.19

**7.2.9 LIGHTING:** Provision of lighting as per the standards specified by the DGMS and as per the CMR 2017 at all locations as per statute/permission within the panel and along coal transportation route, haulage roadways and travelling roadways shall be the responsibility of Contractor.

**7.2.10 MEN TRANSPORT:** The operation and maintenance (keeping the equipment in working order) of the Chair-Lift Man Riding system (under installation) from surface to Seam-II working shall be the responsibility of Contractor in line with OEM Guidelines.

The Chair-Lift Man Riding system shall be handed over to the Contractor for its repair, operation and maintenance during the contract period with terms and conditions as set out in Clause No.7.2.19

#### **7.2.11 MATERIAL TRANSPORT:**

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

**The existing haulage system of underground shall be handed over to the Contractor for its repair, operation and maintenance during the contract period with terms and conditions as set out in Clause No.7.2.19**

#### **7.2.12 ISOLATION STOPPINGS/ FIRE STOPPINGS:**

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

#### **7.2.13 VENTILATION:**

- a) WCL shall supply required quantity of air as per the statute at the mine entries. The required arrangements for coursing of air within the panel and also during development upto the faces as per statute shall be the responsibility of the Contractor.
- b) Operation, maintenance and monitoring of already installed operated Main Mechanical ventilator along with Stand-by MMV at Surface will be the responsibility of the Contractor.
- c) The required arrangements for coursing of air i.e. construction of ventilation stoppings, installation of auxiliary fans, arrangement of suitable flexible ducting's, Air Crossings and Other ventilation devices during development working and depillaring working is in the scope of the Contractor.

- d) Preparation, Procurement of required materials , chipping and Construction of fire seals, Preparatory Stoppings, Isolation stoppings, air crossings (wherever required) etc. and their maintenance, as per statute, within depillaring panels including provision of auxiliary fans etc., shall be the responsibility of the Contractor. All the ventilation devices including isolation stoppings /fire seals that are required to be constructed, operated and maintained shall be as per the prescribed standards of Coal Mines Regulations 2017 and in accordance to the stipulations of DGMS.
- e) Safety precautions against fire, explosion, gases, inundation, dust, roof and side fall etc. and its controlling measures whenever required within the underground workings is in the scope of the Contractor.
- f) The Contractor shall make arrangements for suppression and dealing of fire/spontaneous heating as per the directives of DGMS in case of occurrence of fire due to any reason in the mine.

The existing ventilation, sectionalisation stoppings, isolation stoppings and all the ventilation devices of underground shall be handed over to the Contractor for its repair, operation and maintenance during the contract period with terms and conditions as set out in Clause No.7.2.19

#### 7.2.14 **PREVENTION OF CONTAMINATION OF COAL WITH FOREIGN MATERIAL:**

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

- 7.2.15 **SUPERVISION:** Statutory supervision shall be under scope of WCL. However, Contractor also shall deploy sufficient competent persons holding valid statutory certificate of competency (under CMR 2017 issued by DGMS and CEAR 2010 Rules) in each shift for organizing all the production related activities. The Contractor shall deploy required number of qualified & competent persons for carryingout various jobs in a safe manner as per the directions of WCL authorities and in line with the DGMS permission.

#### 7.2.16 **SAFETY MANAGEMENT PLAN (SMP):**

- a) Contractor shall be responsible for Implementation & monitoring of the Safety Management Plan (SMP) as formulated by Mine Manager under the supervision of WCL authorities including all additional requirements as per the instructions of DGMS authorities from time to time.
- b) Contractor shall ensure compliance of all the applicable provisions of CMR 2017 in general and in particular Reg.38 (General responsibilities of supplier, manufacturer and designer) & Reg.39 (Responsibilities of Contractor). Environment means all gases and environment conditions as required under CMR 2017.
- c) The precautions against danger from fire, dust, gas and water as per CMR 2017 (and updated thereof) shall be the joint responsibility of WCL management and the Contractor to ensure safe working conditions in the

mine. If any dangerous incidences occur in the mine, the Contractor shall follow the instructions of the mine management to rectify and bring it to normalcy at his own cost.

- d) The establishment, shifting and maintenance of various stations such as fire fighting, reserve stations, First Aid stations, rest shelters, air monitoring stations etc. in working panels / mine shall be provided by the Contractor as per statutes.
- e) The Contractor shall provide all necessary monitoring equipments (like FSL, Multi gas detectors, Anemometers, etc.) as required under statutes and permissions for safe operation of working/mine.

**7.2.17 MANAGEMENT IN EMERGENCIES:** In case of any eventualities arising out of the emergencies due to spontaneous heating, fires, explosions, inundations, etc. during mining operation in the entire mine within the contract period , the Contractor shall bear such cost to establish normalcy in the mine and to comply with all instructions given by WCL authorities and the Officials of DGMS. However, if required, WCL will extend their available Mines Rescue Services free of cost.

If any dangerous incidences occur due to default of Contractor, then any damages to the man, machine and system of WCL shall be recovered from the Contractor. If such incidences are beyond the control of Contractor and WCL, which prevent or hindering to carry out the obligations under contract shall be considered as events of force majeure and shall be dealt as per Clause No.4.11 Force Majeure of Conditions of Contract. However, decision of WCL will be the final on such incidences and the same shall be binding to the Contractor.

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

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

**UNDERGROUND:**

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

In addition to equipments / systems / facilities of fixed in Nature / Fixed Assets (other than the Moveable Assets) developed or built during the contract period by the Contractor along with related engineering data, drawings, manuals and approvals, the Contractor shall handover to WCL, the entire coal transport / conveying system, pumping system, material haulage transport system, Chair-Lift Man Riding system, Hydraulic Sand Stowing System, all electrical system and other all underground facilities / systems etc. (handed over earlier by WCL as per

provisions of contract) in good working condition without any monetary claim after completion of contract period.

After completion of contract period, Contractor shall handover the same to WCL in good working condition without any monetary claim.

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

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

**SURFACE:** The existing surface facilities such as work-shop, Cap-lamp room, Haulage room, Surface CHP including belt-line, Fan house, stowing plant, Black smithy shop, carpentry shop, etc. which is not under the scope of WCL as per provisions of Bidding document shall be handed over to the Contractor. The Contractor shall repair, replace, operate & maintain the same with his own cost during the contract period.

After completion of contract period, Contractor shall handover the same to WCL in good working condition without any monetary claim.

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

**7.3 OBLIGATIONS OF OWNER:** During the Contract period, WCL shall own the following obligations.

7.3.1 WCL shall make the Mine Site available and hand over the all existing system / facilities of underground to the Successful bidder and shall carry out the surface activities such as operation & maintenance of main sub-station of the mine, weighment of coal and its dispatch, surface water supply arrangements, administrative buildings, colony maintenance, management & administration of the mine as per all statutes and laws, including but not limited to Coal Mines Act, Regulations, Rules, and other statutes and laws applicable to coal mines in India.

7.3.2 WCL will provide electrical power at one point through separate meter from existing Sub-Station of the Mine. The Operation and Maintenance of Surface Sub-Station shall be the responsibility of WCL. The distribution of electrical power at different voltage levels and further Repair, Operation & maintenance of electrical power system within the underground mines for operation of existing facilities/systems and new Plant & Machinery, etc. shall be the responsibility of Contractor.

**However, the consumption of electrical power shall be free of cost up to the limit as quoted by the bidder in the BoQ. The extra consumption on & above the Specific Energy Consumption as quoted by the bidder shall be on chargeable basis as per prevailing rates to be paid to the electrical power supplying agency with an additional charge of 20% as handling charges.**

- 7.3.3 The Contractor shall deliver the coal at surface CHP, where WCL take its delivery for further weighment and dispatch. However, the operation and maintenance of CHP/Surface Bunker shall be responsibility of Contractor.
- 7.3.4 The weightment of coal shall be done in existing electronic weigh bridge of the Mine. The Repair, Operation & maintenance of electronic weigh bridge shall be done by WCL. However, Contractor may depute his representative during weighment and calibration.
- 7.3.5 WCL shall provide suitable space on the surface to Contractor for construction of the store during the contract period free of cost. Contractor shall make appropriate arrangement for proper storage of consumables, spares and assemblies etc.
- 7.3.6 WCL shall provide suitable accommodation on chargeable basis, if available, for use by Contractor. However, WCL shall provide sufficient land for construction (at the cost of Contractor) of temporary accommodations for Contractor's personnel free of cost.
- 7.3.7 Potable Water for Contractor's workers will be provided by WCL at one point on the surface free of cost.
- 7.3.8 WCL shall provide manpower for statutory supervision of various faces operations and monitoring of support being carried out by the Contractor.

#### **7.4 OTHER TERMS & CONDITIONS OF CONTRACT:**

- 7.4.1 **TOTAL RESERVES TO BE EXTRACTED:** The extractable coal reserves under this contract agreement shall be 18.00 lakh tonne with contract period of 6 (six) years, @ 3 lakh tonne per year. The seam wise estimated reserves during development and depillaring and Annual Production Plan (APP) are furnished below.

##### **Estimated Coal Reserves**

S.No	Seam	Extractable Coal Reserves (Lakh Te)	Remarks
1	Seam-V	7.02	Development
2	Seam-II	10.98	Depillaring with stowing
	Total	18.00	



**Annual Production Plan (APP):**

Production Year	Minimum Guaranteed Production (In Metric Tonne)		
	Production (Development)	Production (Depillaring)	Production (Total)
1	1,17,000	1,83,000	3,00,000
2	1,17,000	1,83,000	3,00,000
3	1,17,000	1,83,000	3,00,000
4	1,17,000	1,83,000	3,00,000
5	1,17,000	1,83,000	3,00,000
6	1,17,000	1,83,000	3,00,000
<b>Total</b>	<b>7,02,000</b>	<b>10,98,000</b>	<b>18,00,000</b>

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

In case, any one of the proposed coal seams is in-operative due to any technical / safety reasons whatsoever, the Contractor shall be allowed to produce such quantity from the another operative coal seam.

If both the coal seams are in-operative due to any technical / safety reasons whatsoever, WCL reserves the right to offer the other workable seams in that mine for such period. The Contractor shall plan and execute the work in the other seams as indicated by WCL without any extra cost to WCL with same terms and conditions of this contract.

In case the Contractor is unable to start the coal production within 3 (Three) months if both the coal seams are in-operative due to any technical / safety reasons, the Contractor shall have an option to claim such event under force majeure and shall be dealt as per Clause No.4.11 Force Majeure of Conditions of Contract. However, decision of WCL will be the final on such incidences and the same shall be binding to the Contractor.

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

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

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

**ANNEXURE-A****PROFORMA FOR LETTER OF BID TO BE UPLOADED BY BIDDER DURING SUBMISSION OF BID ONLINE:****FORMAT OF "Letter of Bid" (for Works & Services Tenders)****LETTER HEAD OF BIDDER (As enrolled on the e-Procurement Portal of CIL)**

To,  
The Tender Committee  
Western Coalfields Limited

Sub. Letter of Bid for the work of

\_\_\_\_\_ as per Job as mentioned in NIT.

Ref. : 1. NIT No.: " \_\_\_\_\_ "

2. Tender Id No. : " \_\_\_\_\_ "

Dear Sir,

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

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

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

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

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

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

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

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

**ANNEXURE- B**

Format of Affidavit to deploy matching equipment.

(To be filled by the Bidders).

Non-Judicial Stamp Paper of Rs. 10/-

**AFFIDAVIT**

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

1. We are submitting Bid for the work .....against Bid Notice  
No..... dated.....

2. We hereby confirm that we shall deploy matching equipment etc. of required capacity as per  
NIT.

Signature of the Bidder.

Dated.....

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

Seal of Notary

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

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

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

Or

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

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

Or

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

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

\* Delete whichever is not applicable.

Signature of the Bidder.

Dated.....

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

Seal of Notary

**ANNEXURE - D****PRE CONTRACT INTEGRITY PACT**

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

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of .....20..., between, on one hand, Coal India Limited/Subsidiary Cos. acting through Shri ....., Designation of the officer, (hereinafter called the "BUYER / Principal", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. ....represented by Shri....., Chief Executive Officer (hereinafter called the "BIDDER/Seller/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

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

NOW, THEREFORE,

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

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

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

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

**Section 1 – Commitments of the Principal**

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

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

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

Principal will exclude from the process all known prejudiced persons.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Section 4 - Compensation for Damages**

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

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

#### **Section 5 - Previous transgression**

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

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

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

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

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

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

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



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

### **Section 8 - Independent External Monitor**

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

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

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

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

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

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

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

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

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

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

**Section 9 - Pact Duration**

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

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

**Section 10 - Other provisions**

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

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

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

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

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

**Section 11- Facilitation of Investigation**

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

**Section 12- Law and Place of Jurisdiction**

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

**Section 13 - Other Legal Actions.**

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

For & On behalf of the Principal)  
Contractor)

(For & On behalf of Bidder/

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:  
(Name & Address)

Witness 2:  
(Name & Address)

**ANNEXURE-E****PROFORMA OF JOINT VENTURE /CONSORTIUM AGREEMENT**

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

This Joint Venture /Consortium agreement is made on this .....day of.....

**AMONGST / BETWEEN**

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

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

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

**AND**

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

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

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

The expressions M/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 /Consortium/Parties" and individually as "Joint Venture /Consortium Partner/Party".

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

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

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

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

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

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

- a) The name and style of the Joint Venture /Consortium shall be "....." (hereinafter called the "Joint Venture /Consortium").
- b) The Head Office of the Joint Venture /Consortium shall be located at..... and the site office will be located at the site of the Project. All communication regarding the project will be made to..... Telephone Nos.....
- c) None of the parties of the Joint Venture /Consortium shall be allowed to assign, pledge, sell or

otherwise dispose all or part of its respective interests in the Joint Venture /Consortium to any party including the existing partner of the Joint Venture /Consortium.

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

**2) LEAD PARTNER.**

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

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

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

JV / CONSORTIUM Partner Name    Position in the respective Company

M/s.....

M/s.....

**4) PARTICIPATION SHARE & WORK RESPONSIBILITIES.**

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

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

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

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

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

4.4 The parties shall jointly execute the works under the Project as an integrated entity and allocate responsibilities as regards division of work between themselves by organizing the adequate resources for successful completion of the Project. However, all parties shall

remain jointly and severally responsible for the satisfactory execution of the Project in accordance with the Contract terms and conditions.

**5) JOINT AND SEVERAL LIABILITIES.**

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

**6) WORKING CAPITAL**

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

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

**8) PERSONNEL & EQUIPMENT**

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

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

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

**10) BANK A/C.**

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

**11) LIMIT OF JOINT VENTURE /CONSORTIUM ACTIVITIES.**

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

**12) TAXES.**

Each Party shall be responsible for its own taxes, duties and other levies to be imposed on

each party in connection with the Project. The taxes, duties and other levies imposed on the Joint Venture /Consortium in connection with the Project shall be paid from the account of the Joint Venture /Consortium.

**13) EXCLUSIVITY**

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

**14) MISCELLANEOUS:**

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

**15) APPLICABLE LAW**

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

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

For .....  
For.....

Signature \_\_\_\_\_  
(Name & Postal Address )

Signature \_\_\_\_\_  
( Name & Postal Address )

.....  
.....  
(Official Seal )

(Official Seal )

Place .....

Place

Date .....  
Date.....

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

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

.....  
.....

**ANNEXURE - F**

**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 \_\_\_\_\_



**ANNEXURE-G****PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

To  
The Area General Manager,  
\_\_\_\_\_ Area.

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

**WHEREAS**

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

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

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

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

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

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

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

The Bank further agrees with the company that the company shall have the fullest

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

**ANNEXURE-H**

**PROFORMA OF BANK GUARANTEE FOR RELEASE OF RETENTION MONEY/BID SECURITY DEDUCTED 3% FROM RUNNING BILL IN LIEU OF RECEIVING PAYMENT AGAINST THE SECURITY DEPOSIT ACCRUED ANNUALLY BY PAYING THE RUNNING BILL AT 97%, i.e. THE RETENTION MONEY DEDUCTED @ 3% FROM RUNNING BILL**

To

Western Coalfields Limited,  
.....Area.

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

WHEREAS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Bank has under it is constitution power to give this guarantee and Shri ..... who has signed it on behalf of the Bank has authority to do so.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code number)

(address)

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

**ANNEXURE-I**

**MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT.**

1. Name of the Bidder :.....
2. Address of the Bidder :  
 .....  
 City..... Pin Code.....  
 E-mail Id .....  
 Permanent Account Number .....

3. Particulars of Bank:

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

4. Date from which the mandate should be effective.

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

Place :

Date:

Signature of the Party / Authorised

Signatory

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

Banker's Stamp

Date

(Signature of the Authorised official from the Bank)

**ANNEXURE-J****1. UNDERTAKINGS TO BE furnished ON-LINE BY THE BIDDER****USER PORTAL AGREEMENT****e-Tender Portal User Agreement**

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

**A. UNDERTAKINGS TO BE FURNISHED ONLINE BY THE BIDDER****I DO HEREBY UNDERTAKE**

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

**B. TERMS AND CONDITIONS OF E-TENDER SERVICES AGREEMENT**

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

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

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

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

## Bidder Registration, Password and Security

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

The Online registration/enrollment of bidder on the portal should be done in the name of the bidder. The person whose DSC is attached to the Registered Bidder should be **either** the bidder himself **Or**, duly authorized by the Bidder.

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

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

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

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

### + **Modification of software**

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

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

### + **System Requirements**

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

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

- (a) Incorrect use of the e-Tender System, or;
- (b) Internet Connectivity failures in respect of the equipments used by the Users or by the Internet Service Providers, or ;
- (c) Inability of the Bidder to submit their bid due to any DSC related problems, hardware, software or any other factor which are personal/ special/ local to the Bidder.

### + **Contents of Tender Information**

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

→ **Bid Submission Acknowledgement**

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

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

→ **Upload files**

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

→ **User Conduct**

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

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

→ **Amendments to a tender published:**

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

→ **Special Admonitions For International Use:**

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

→ **Links**

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

**Miscellaneous**

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



### → **Governing Law**

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

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

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

### → **Policy and Security**

#### **General Policy**

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

#### **Information Collected**

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

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

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

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

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

#### **Use of Cookies:**

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

#### **Security**

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

**ANNEXURE-L****Standard Operative Procedure (SOP) for managing the cases of Withdrawal of Bids in e-Procurement System of CIL/Subsidiary****I. The Mode of Withdrawal:****A. Online Withdrawal of Bids:**

- a. The system of online withdrawal is available on the portal up to end date of bid submission, where any bidder can withdraw his/her bid which will attract no penal action from department side.
- b. The system of online withdrawal beyond end date of bid submission and till award of contract is also available but not fully functional and under development stage. Once it is developed and implemented only online withdrawal shall be considered except for some exceptional cases as mentioned in clause below.

**B. Offline Withdrawal of Bids :**

- a. A partner of bidder (in case of JV and partnership firms) whose DSC is registered on the e- Procurement portal can access the portal for online withdrawal but when there is a split in the business relationship, the partners whose DSC is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners may opt to use offline method of withdrawal of his/her offer (or express his disassociation from the bidder organization).
- b. Till a fully functional system of online withdrawal of bid (beyond end date of bid submission and till award of contract) is not developed and implemented, offline withdrawal shall also be considered.

**II. Acceptance of withdrawal by Tender Committee:**

**A.** Every case of withdrawal under Clause I-(A)(b) and Clause I-(B) shall be put up to Tender Committee for deliberation and further course of action.

**B.** The Tender Committee shall apply its due diligence to decide:

- a. Whether the request for withdrawal of offer has been received from right source and authentic. For this purpose, a letter is to be sent by registered post/speed post to the bidder on the address as given by him in the enrollment page of e-Procurement portal, allowing 10 days' time to confirm the withdrawal. If the bidder does not confirm the withdrawal within the stipulated period, then it should be construed that there is no withdrawal of bid. In case the withdrawal/disassociation from the firm (Joint Venture or Partnership firm) has been submitted by any other partner then also the confirmation has to be sought from the bidder and if bidder wants to deny the withdrawal/disassociation from the JV or the partnership firm then the bidder shall be required to furnish a legally acceptable document signed by all the partners of the firm to substantiate his claim.
- b. Whether the withdrawal is due to the reason other than to support any mala fide intention of any participating bidder such as participating or supporting a cartel formation etc.
- c. If the mala fide intentions in the withdrawal are apprehended, then the tender should be cancelled apart from other penal action as per e-Procurement Manual for works and services of CIL and other guidelines/manuals of CIL.
- d. If no mala fide intentions in the withdrawal are apprehended, then the penal action in line with the prescriptions of the e-Procurement Manual for works and services of CIL will be applicable.
- e. The Tender Committee may also obtain the opinion of legal department in order to ascertain the legal course of action in case of Clause II-(B)(b) and II-(B)(c) above.

**III.** The SOP shall be a part of e-Procurement Manual for works and services and the NIT documents shall be framed in line with the SOP.

**ANNEXURE-M**

**PROFORMA TO BE SUBMITTED UNDER CLAUSE 4.13A OF CONDITION OF CONTRACT.**

To,

Tender Inviting Authority,  
Western Coalfields Limited, Nagpur

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

Dear Sir,

I hereby submit written consent to the clause of settlement of dispute through Arbitration under clause 4.13(A) of condition of contract (In case bidder is individual or sole proprietor)

Yours faithfully

Name and signature of Bidder

**OR**

We all the partners of partnership firm / joint Venture/Consortium hereby submit written consent of all the partners to the clause of settlement of dispute through Arbitration under clause 4.13(A) of condition of contract.

Yours faithfully

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

- 1.
- 2.
- 3.

**ANNEXURE - N**

Format of Affidavit under Anti Profiteering of GST due to introduction of GST w.e.f. from 01.07.2017.

( To be filled by the Bidders).

Non-Judicial Stamp Paper of Rs. 100/-

**AFFIDAVIT**

To,  
General Manager(CMC)  
WCL, Nagpur

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

Date:

Place:

Yours faithfully

Name and signature of Bidder

**OR**

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

Yours faithfully

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

- 1.
- 2.
- 3.

**ANNEXURE - O**

(Format of Undertaking)

**UNDERTAKING**

(To be uploaded by the bidder during submission of bid online in compliance to Clause No.2.34 of NIT)

*(This undertaking shall be submitted on the letterhead of the Bidder)*

{Insert name of the Bidder}, ("Undersigned Bidder") hereby agrees, undertakes, and confirms each of the following:

- 1) The Undersigned Bidder is submitting a Bid for the work \_\_\_\_\_ against NIT No. \_\_\_\_\_ dated \_\_\_\_\_ and agrees and undertakes to execute the work in accordance with all the terms, conditions and provisions of the Bidding Documents.
- 2) The Undersigned Bidder is aware of the restrictions on procurement from a "bidder from a country which shares a land border with India", as defined and specified under the General Financial Rules, 2017 read with the OM No. F.No.6/18/2019-PPD dated 23 July 2020 issued by the Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India ("Indian Public Procurement Laws") and the Press Note No. 3 (2020 Series) dated '17 April 2020 issued by the Department for Promotion of Industry and Internal Trade (FDI Policy Section), Ministry of Commerce and industry, Government of India or as amended from time to time.
 

I/ We hereby declare and certify that:

  - a) The Undersigned Bidder is not incorporated or registered in a country which shares a land border with India and is eligible to be considered, in terms of the Indian Public Procurement Laws OR
 

The Undersigned Bidder is incorporated or registered in a country which shares a land border with India and is registered with the competent authority, as prescribed under the Indian Public Procurement Laws. A certified true copy of the registration certificate obtained by the Undersigned Bidder is submitted along with the Bid and
  - b) The Undersigned Bidder is permitted to submit the Bid and carry out all the functions of a successful Bidder in accordance with the applicable laws in India.
- 3) All copies of documents uploaded along with our Bid are genuine, authentic, complete, true and valid.
- 4) If any information and document furnished/ uploaded by the Undersigned Bidder is found to be false or incorrect at any time, the Authority may reject the Bid of the Undersigned Bidder and action(s) as deemed fit may be taken against the Undersigned Bidder, including but not limited to the termination of the Contract Agreement (if the Project is awarded to the Undersigned Bidder), forfeiture of all dues including the Bid Security and banning and/or delisting of the Undersigned Bidder and all its members, partners or other constituents.
- 5) All capitalised terms used herein, unless specifically defined herein, shall have the same meaning assigned to them in the Bidding Documents.

Signature of the Bidder  
(In case of the Consortium, signature of all the Members)

Dated:

Seal of Notary

**ANNEXURE – P**

Name of Work: .....

Tender No: .....

Tender Id: \_\_\_\_\_

I/We , \_\_\_\_\_ proprietor/partner/Legal  
Attorney/Directed/Accredited

Representative\* of M/s \_\_\_\_\_, solemnly undertake that:

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

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

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

Signature of the Bidder

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

Dated \_\_\_\_\_

**FORM OF AGREEMENT**

**Agreement No.**

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

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

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

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

(i) Letter of Acceptance;

(ii) Notice to proceed with the work;

(iii) Contractor's Bid

(iv) Conditions of Contract

(v) Specifications

(vi) Drawings

(vii) Bill of Quantities and

(viii) Scope of work and conditions of Contract

(ix) Integrity Pact (if applicable)

(x) Guidelines for Banning of Business.

(xi) Any other document listed in the bid document/ Contract as forming part of the contract

IN witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written

The Common Seal of \_\_\_\_\_

was hereunto affixed in the presence of : \_\_\_\_\_

Signed, Sealed and Delivered by the said \_\_\_\_\_

\_\_\_\_\_

in the presence of : \_\_\_\_\_

Binding Signature of Employer \_\_\_\_\_

Binding Signature of the Contractor

Signature of Witness  
(Name , address & Date)



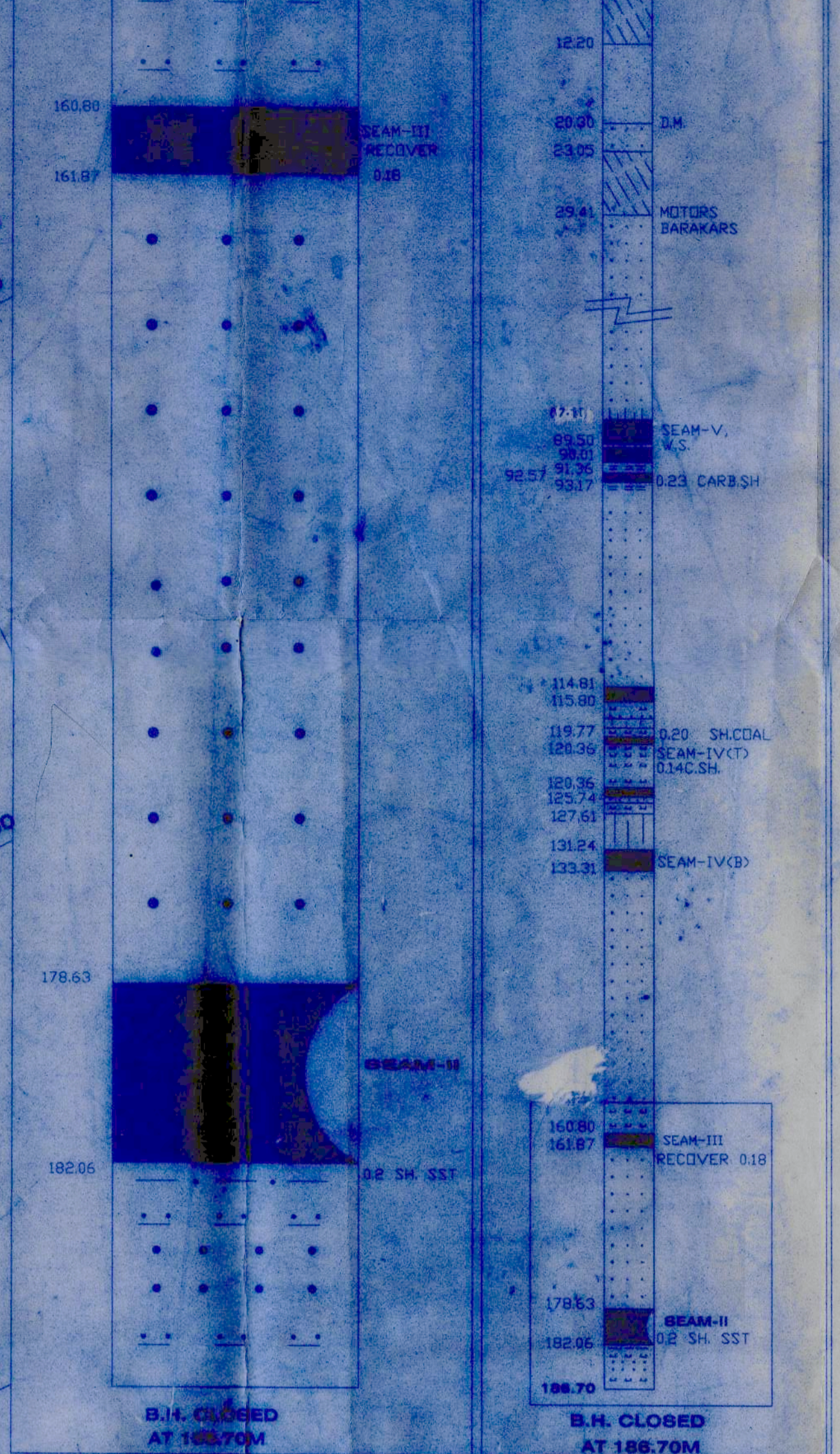
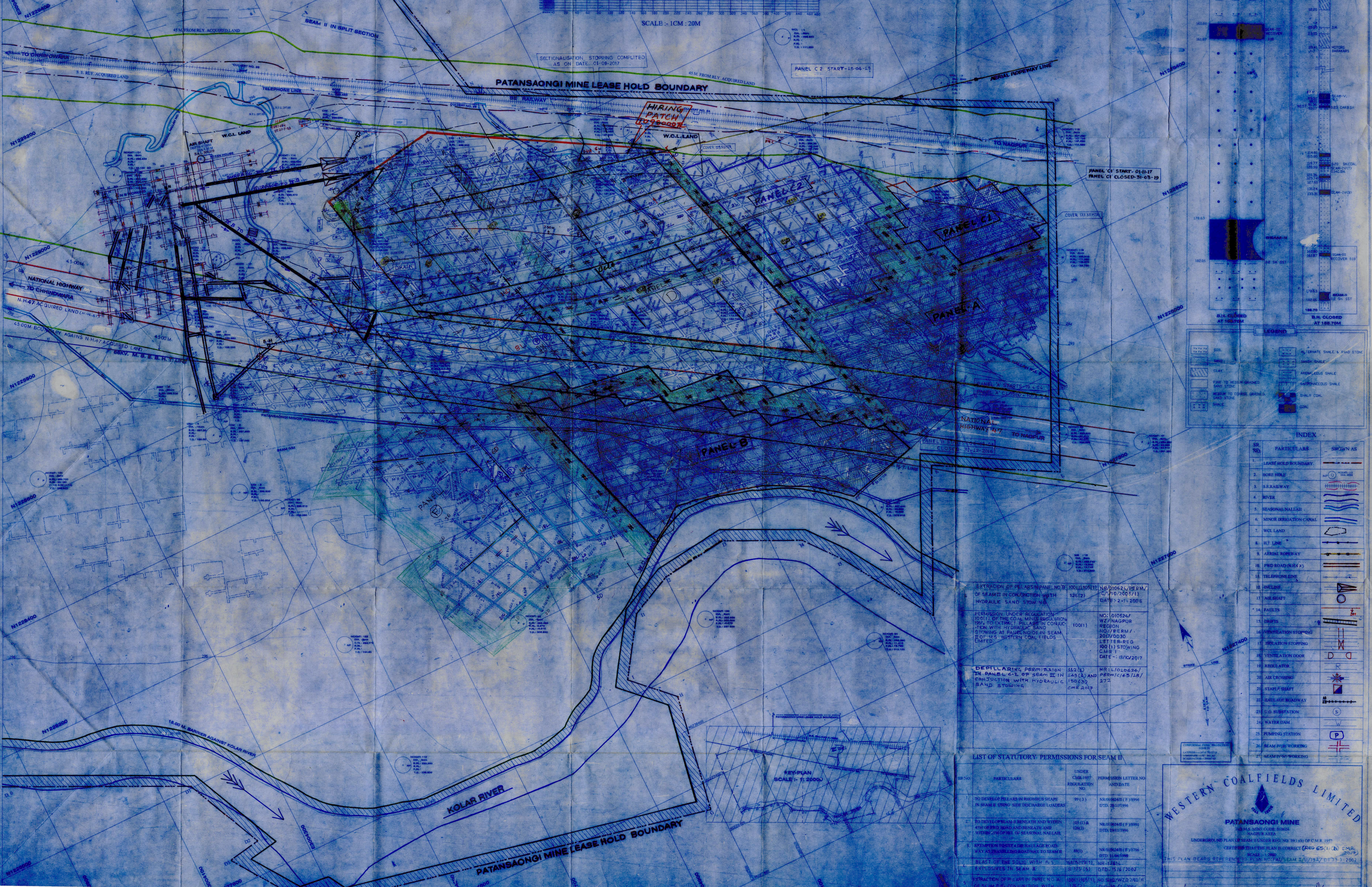
SCALE - 1 CM : 20 M

SECTIONALISATION STOPPING COMPLETED AS ON DATE 01-09-2017

PANEL C 2 START - 15-04-13

PANEL C1 START - 01-11-17  
PANEL C1 CLOSED - 31-03-19

PATANSAONGI MINE LEASE HOLD BOUNDARY



**LEGEND**

[Symbol]	SOIL	[Symbol]	ALTERNATE SHALE & SAND STONE
[Symbol]	SAND	[Symbol]	SANDY SHALE
[Symbol]	CLAY	[Symbol]	ARENACEOUS SHALE
[Symbol]	FINE TO MEDIUM GRAINED SAND STONE	[Symbol]	GASTRACEOUS SHALE
[Symbol]	MEDIUM TO COARSE GRAINED SAND STONE	[Symbol]	SHALY COAL
[Symbol]	SHALE	[Symbol]	COAL

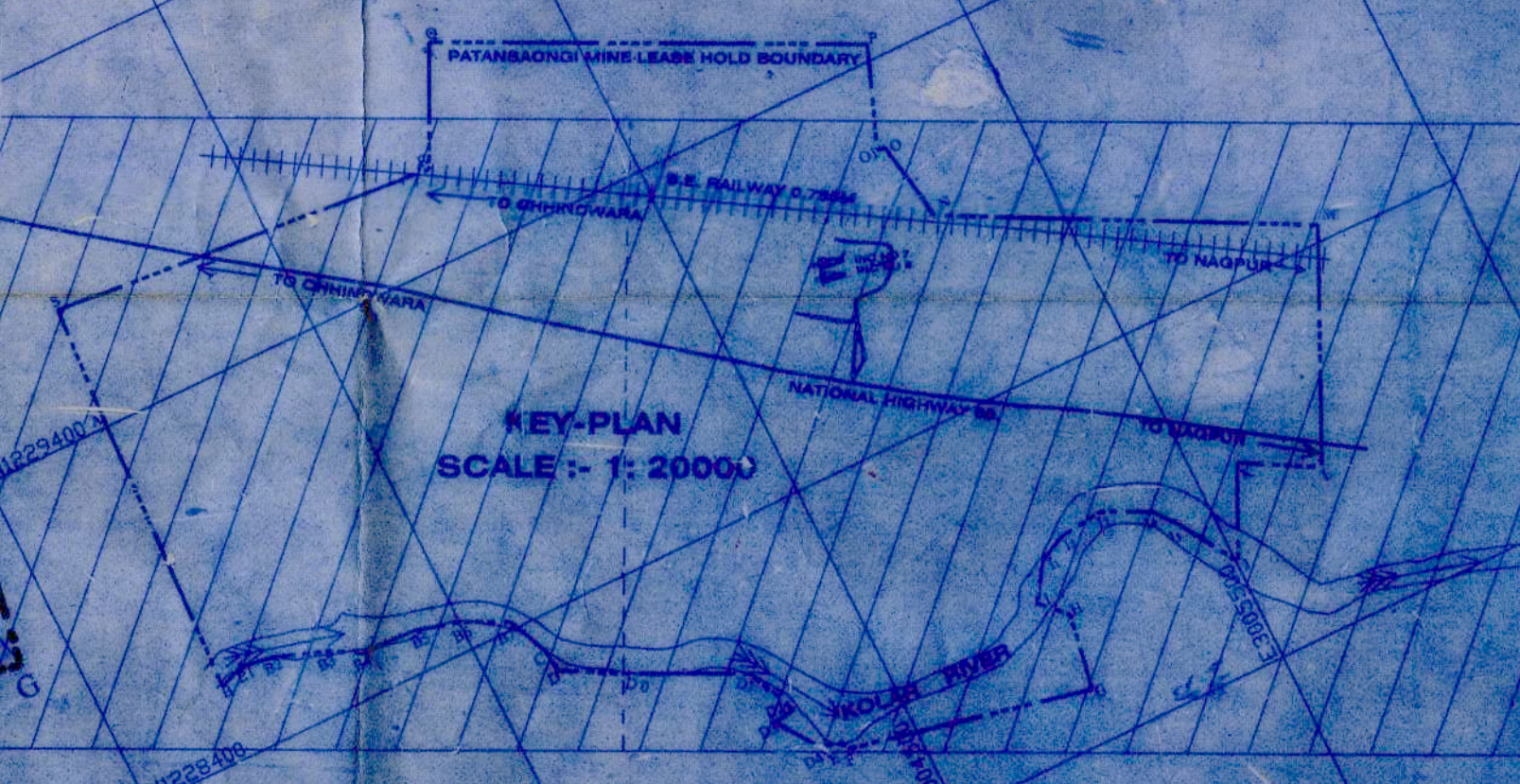
**INDEX**

SR. NO.	PARTICULARS	SHOWN AS
1.	LEASE HOLD BOUNDARY	[Symbol]
2.	BORE HOLE	[Symbol]
3.	S.RAILWAY	[Symbol]
4.	RIVER	[Symbol]
5.	SEASONAL NALLAI	[Symbol]
6.	MINOR IRRIGATION CANAL	[Symbol]
7.	WCL LAND	[Symbol]
8.	HT LINE	[Symbol]
9.	AERIAL ROPEWAY	[Symbol]
10.	PWD ROAD (NH 49)	[Symbol]
11.	TELEPHONE LINE	[Symbol]
12.	INCLINE	[Symbol]
13.	AIR SHAFT	[Symbol]
14.	FAULTS	[Symbol]
15.	DROPS	[Symbol]
16.	VENTILATION STOPPING	[Symbol]
17.	ISOLATION STOPPING	[Symbol]
18.	VENTILATION DOOR	[Symbol]
19.	REGULATOR	[Symbol]
20.	AIR CROSSING	[Symbol]
21.	STAFF SHAFT	[Symbol]
22.	RAILAGE ROADWAY	[Symbol]
23.	D.O. SUBSTATION	[Symbol]
24.	WATER DAM	[Symbol]
25.	PUMPING STATION	[Symbol]
26.	SEAM II IN WORKING	[Symbol]
27.	SEAM IV IN WORKING	[Symbol]

EXTRACTION OF PILLARS IN PANEL NO. B OF SEAM II IN CONJUNCTION WITH HYDRAULIC SAND STOWING	10011105/13	NR/010624/BERM/C/10/2005/13	DATE - 2-1-2006
PERMISSION UNDER REGULATION 1997 TO EXTRACT PILLARS IN CONJUNCTION WITH HYDRAULIC SAND STOWING AT RAJESHOOR IN SEAM II OF M/S. WESTERN COAL FIELDS LIMITED	100111	NO: 010524/WZ/NAGPUR REGION (NO)/BERM/2017/0030	LETTER-REG RD (1) STOWING CMR 1 DATE - 18/10/2017
DEPILLARING PERMISSION IN PANEL C-2 OF SEAM II IN CONJUNCTION WITH HYDRAULIC SAND STOWING	112 (1) 149 (A) AND 150 (B) CMR 2017	NR/1101625A/PERM/145/18/272	

**LIST OF STATUTORY PERMISSIONS FOR SEAM II**

SR. NO.	PARTICULARS	UNDER CMR-1957 REGULATION NO.	PERMISSION LETTER NO AND DATE
1.	TO DEVELOP PILLARS IN RHOMBUS SHAPE IN SEAM II USING SIDE DISCHARGE LOADERS	99 (3)	NR/010624/C/13996 DTD: 20/11/1996
2.	TO DEVELOP BEAM-R BENEATH AND WITHIN 45M OF ROAD AND BENEATH AND WITHIN 45M OF RAIL OF SEASONAL NALLAI	105 (1) & (2)(B)	NR/010624/C/13999 DTD: 08/11/1996
3.	TO DEVELOP PILLARS & THE RAILAGE ROADWAY AS SHOWN IN ROADWAY TO SEAM II	48 (1)	NR/010624/C/13996 DTD: 11/06/1999
4.	BLAST OF THE SOILD WITH P.S. EXPLOSIVES IN SEAM II	168 (1)(3)(1) & 375 (5)	NR-11/611 DTD: 15/12/2002
5.	EXTRACTION OF PILLARS IN PANEL NO. A OF SEAM II IN CONJUNCTION WITH HYDRAULIC SAND STOWING	10011105/13	NR/SID/WZ/2003/13 DTD: 20/11/2006



**WESTERN COALFIELDS LIMITED**

**PATANSAONGI MINE**  
120 M.S. MINE CODE: 310024  
NAGPUR AREA

UNDERGROUND PLAN OF SEAM II UNDER REG. NO. 391 (K) OF CMR 1957

CERTIFIED THAT THE PLAN IS CORRECT (REG 65 (1) (b) CMR 1957)

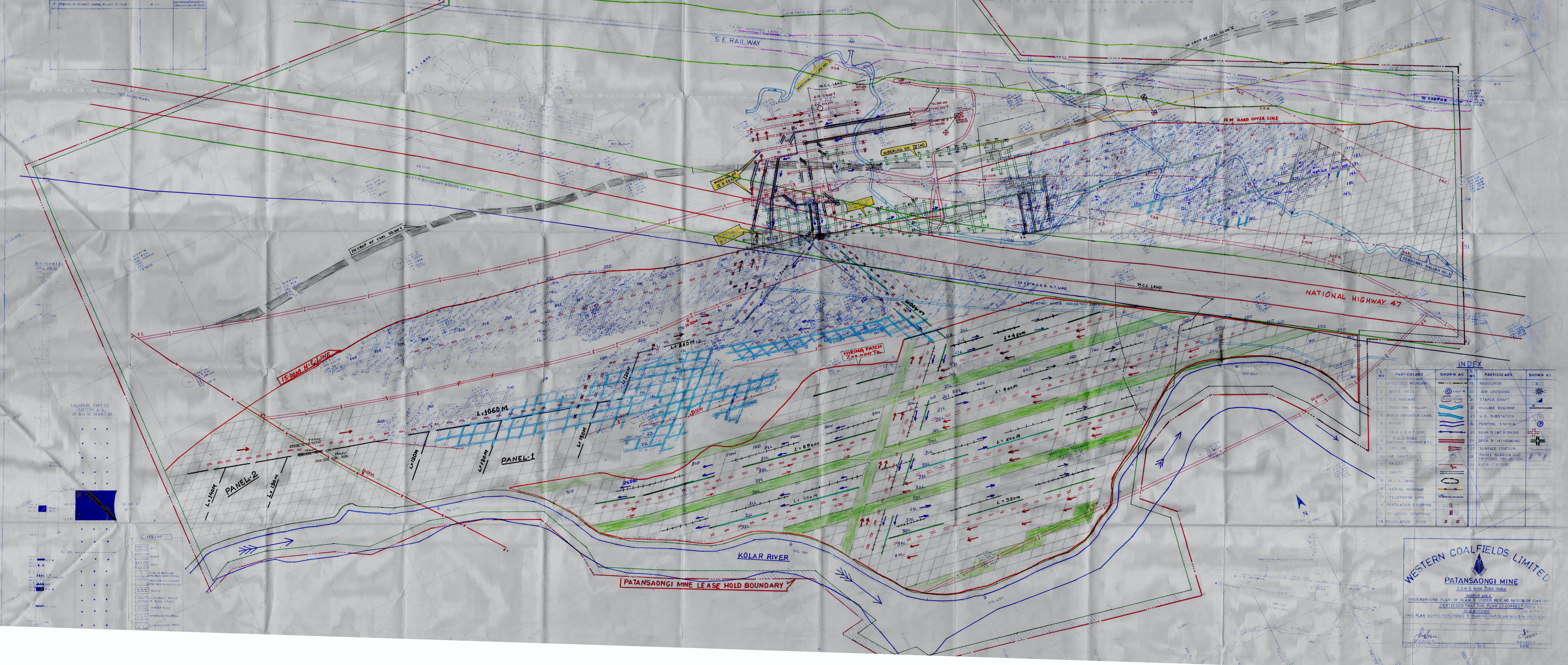
SCALE: 1 CM = 20 M

THIS PLAN BEARS REFERENCE TO PLAN NO. PAT/SEAM II/1957/D/73.3.2002

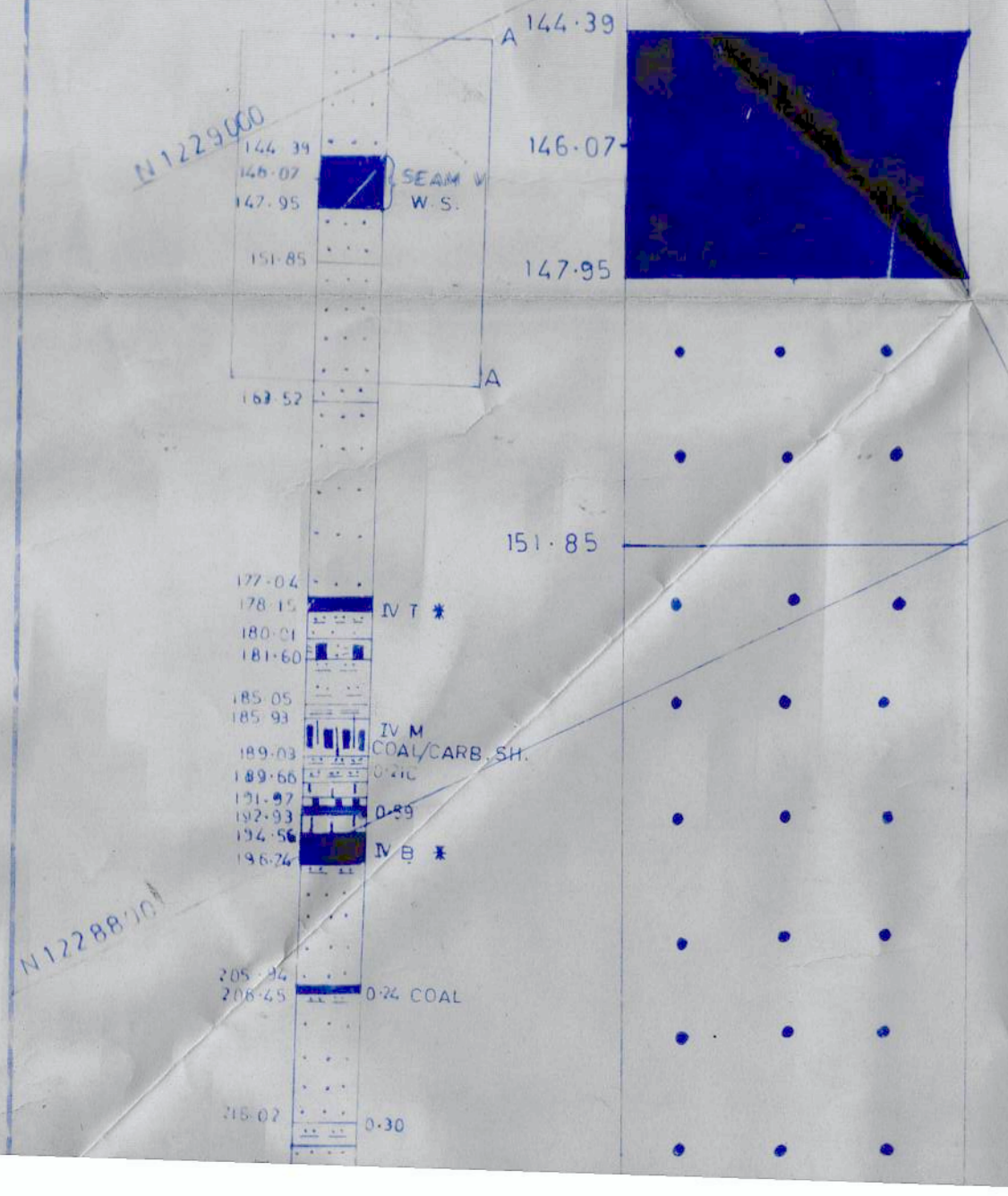
*[Signature]*  
SURVEYOR

*[Signature]*  
MANAGER

USE OF HAULAGE ROADWAY LEADING TO SEAM V AS TRAVELLING ROADWAY  
 NO. 16/100/1/PERMISSION  
 ENFORCEMENT OF P.L. 12/12/10  
 NO. 10/100/1/PERMISSION  
 ENFORCEMENT OF P.L. 12/12/10



ENLARGED PART OF SECTION A-A OF B.H. NO. NCKMT 198



LEGEND

[Symbol]	SAND
[Symbol]	CLAY
[Symbol]	FINE TO MEDIUM GRAINED SANDSTONE
[Symbol]	MEDIUM TO COARSE GRAINED SANDSTONE
[Symbol]	SHALE
[Symbol]	ALTERNATE SHALE
[Symbol]	SANDY SHALE
[Symbol]	ARENACEOUS SHALE
[Symbol]	CARBONACEOUS SHALE

INDEX

S. NO.	PARTICULARS	SHOWN AS	S. NO.	PARTICULARS	SHOWN AS
1	LEASE HOLD BOUNDARY	[Symbol]	19	REGULATOR	[Symbol]
2	BORE HOLE	[Symbol]	20	AIR CROSSING	[Symbol]
3	S.E. RAILWAY	[Symbol]	21	STAPLE SHAFT	[Symbol]
4	SEASONAL RALLAH	[Symbol]	22	HAULAGE ROADWAY	[Symbol]
5	MINOR IRRIGATION CANAL	[Symbol]	23	U.G. SUBSTATION	[Symbol]
6	RIVER	[Symbol]	24	PUMPING STATION	[Symbol]
7	66 K.V. E.H.T. LINE	[Symbol]	25	SEAM N (BT) WORKING	[Symbol]
8	R.W.D. ROAD (NATIONAL HIGHWAY 47)	[Symbol]	26	SEAM N (M) WORKING	[Symbol]
9	INCLINE	[Symbol]	27	SURFACE CONTOUR	[Symbol]
10	AIR SHAFT	[Symbol]	28	PANEL BARRIER AND PROPOSED PROJECTION	[Symbol]
11	FAULTS	[Symbol]	29	FLOOR CONTOUR	[Symbol]
12	DRIFTS	[Symbol]			
13	W.C.L. LAND	[Symbol]			
14	AERIAL ROPEWAY	[Symbol]			
15	TELEPHONE LINE	[Symbol]			
16	VENTILATION STOPPING	[Symbol]			
17	ISOLATION STOPPING	[Symbol]			
18	VENTILATION DOOR	[Symbol]			

**WESTERN COALFIELDS LIMITED**  
**PATANSAONGI MINE**  
 D.G.M.'S MINE CODE: 10002  
 UNDERGROUND PLAN OF SEAM V UNDER REG. NO. 58 (III) OF CMR 1957  
 CERTIFIED THAT THE PLAN IS CORRECT (REG. NO. 58 (III) OF CMR 1957)  
 SCALE: 1:2000  
 THIS PLAN BEARS REFERENCE TO PLAN NO. PAT/SEAM V/27A/01/2010/2011  
 DATE: 27/01/2012