
 <p>...</p>	<p align="center"><b>CENTRAL COALFIELDS LIMITED</b>  <b>(A Mini Ratna Company)</b>  DARBHANGA HOUSE, RANCHI 834 029  Office of the General Manager (CMC)  Ph: 0651-2360219 , Fax: 0651-2361120  E.mail : hodcmc @ccl.gov.in</p>	 <p>एक कदम स्वच्छता की ओर</p>
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e- NIT No. : GM(CMC)/Magadh & Amrapali Area/2015/ 42

Dated : 08.12.2015

**e - TENDER NOTICE**

1. Tenders are invited on-line on the website <https://eps.buyjunction.in> from the experienced contractors having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India, for the work of:
  - A. Hiring of HEMM for removal of **OB/PARTING** including blast hole drilling, blasting Excavation of various rock Loading & transporting, dumping in dump yard, dozing, grading, leveling at dump site including face & other specified places, maintenance of haul Road, face pumping & Mine dewatering, water spraying, lighting in mine premises up to dump yard as per instruction of Engineer in Charge of Amrapali OCP of Magadh & Amrapali Area for a period of 8 years.
  - B. Hiring of HEMM for removal of **OB (REHANDLING)** including loading & transportation of all kinds of soil rocks, broken rocks, hard rocks, extraneous material including mixed soil, etc to the dump yard. The job involves maintenance of haul roads , dozing, grading and water sprinkling at haul road, face & dump yard, face pumping, water spraying, lighting in mine premises up to dump yard as per instruction of Engineer in Charge of Amrapali OCP of Magadh & Amrapali Area for a period of 8 years.
  - C. Hiring of HEMM such as excavator/FE Loader/Other loading machines, dumpers / tippers, drills. Dozers & Water Sprinklers to be deployed at outsourcing patch for the purpose of excavation, drilling, blasting, loading, transportation of **Coal** from Amrapali OCP face to Dump yard, dozing at specified places, grading and water spraying on haul road, maintenance of haul road, mine lighting & dewatering including face pumping as per instruction of the Engineer-in-Charge of Amrapali OCP of Magadh & Amrapali Area for a period of 8 years.
  - D. Hiring of equipments for extraction and mechanical transfer of Coal into Contractors' tipping truck by deploying **Surface Miner**, Pay loaders and other allied equipments on hiring basis including dust suppression on face & coal transportation roads including mine dewatering & lighting & transportation of coal from Amrapali coal face to Amrapali coal stock yard as per instruction of Engineer in Charge of Amrapali OCP of Magadh & Amrapali Area for a period of 8 years.

Description of work	Distance (KM)	Quantity (OB/Parting in Lakh Cu. M / Coal in Lakh Te)	Estimated Cost of work (in ₹ Lakhs)	Earnest Money (EMD) (in ₹.)	Period of completion
A. Hiring of HEMM for removal of <b>OB/PARTING</b> including blast hole drilling, blasting Excavation of various rock Loading & transporting, dumping in dump yard, dozing, grading, leveling at dump site including face & other specified places, maintenance of haul Road, face pumping & Mine dewatering, water spraying, lighting in mine premises up to dump yard as per instruction of Engineer in Charge of Amrapali OCP of Magadh & Amrapali Area for a period of 8 years.	0-1	5.00	Rs 217992.876 Lakhs (Rs Two Thousand One Hundred Seventy Nine Crores Ninety Two Lakhs Eighty Seven thousand Six Hundred) only  (Estimate is based on the HSD @ Rs. 48.92 per litre)	Rs 1000000/= (Rs. One Crore) only	8-Years
	1-2	345.00			
	2-3	1010.80			
	3-4	95.20			
B.Hiring of HEMM for removal of OB (RE HANDLING) including loading & transportation of all kinds of soil rocks, broken rocks, hard rocks, extraneous material including mixed soil, etc to the dump yard. The job involves maintenance of haul roads , dozing, grading and water sprinkling at haul road, face & dump yard, face pumping, water spraying, lighting in mine premises up to dump yard as per instruction of Engineer in Charge of Amrapali OCP of Magadh & Amrapali Area for a period of 8 years.	1-2	30.00			
C.Hiring of HEMM such as excavator/FE Loader/Other loading machines, dumpers / tippers, drills. Dozers & Water Sprinklers to be deployed at outsourcing patch for the purpose of excavation, drilling, blasting, loading, transportation of <b>Coal</b> from Amrapali OCP face to Dump yard, dozing at specified places, grading and water spraying on haul road, maintenance of haul road, mine lighting & dewatering including face pumping as per instruction of the Engineer-in-Charge of Amrapali OCP of Magadh & Amrapali Area for a period of 8 years.	1-2	80.00			
	2-3	10.00			
D.Hiring of equipments for extraction and mechanical transfer of <b>Coal</b> into Contractors' tipping truck by deploying <b>Surface Miner</b> , Pay loaders and other allied equipments on hiring basis including dust suppression on face & coal transportation roads including mine dewatering & lighting & transportation of coal from Amrapali coal face to Amrapali coal stock yard as per instruction of Engineer in Charge of Amrapali OCP of Magadh & Amrapali Area for a period of 8 years.		1125.50			
		1-2	465.50		
		2-3	580.00		
		3-4	80.00		
TOTAL					

Drilling and Blasting:- All the drilling and blasting operations in OB & Coal including preparation of drill face, charging of explosives in the blast hole will be done by the outsourced agency. However, the supervision of blasting operations will be under the company officials

All the manpower required for the operation will be provided by the contractor; however the statutory supervision will be done by the CCL officials.

Explosives, Detonators and related materials connected with blasting and services of statutory Supervisory personnel will be provided by CCL as and when necessary at free of cost.

Mine dewatering & lighting arrangement in Mine premises up to Dump Yard (including power arrangement) will be provided by Contractor.

The Contractor will take all necessary steps for prevention of loss of Coal due to fire & theft at Coal face as well as Coal Stock Yard.

Geology:

Four seams I, II, III & IV seams are present in the proposed outsourcing patch. The details of seams to be extracted are as below:-

Seam / Parting	Average Thickness of Coal seam (m)	Average Thickness of Parting (m)
Seam IV	4-7.5	--
Parting	--	7-9
Seam IIIC	5-9.5	--
Parting	--	6-8
Seam II(T)	1.2-2.7	--
Parting	--	4-10
Seam II(B)	1.5-2.5	--
Parting	--	30
Seam I(T)	3.5	--
Parting	--	1.5
Seam I(T & M)	11	--
Parting	--	3
Seam I( M & B)	14	--
Parting	--	3
Seam I (B)	6-8	--
Parting	--	2
Seam I (C)	23-25	--

Area of the patch	4000 m x 1200 m
Quantity of Inter burden/ OB to be removed	145.60 Million Cum
Quantity of OB to be rehandled	3.00 Million Cum
Quantity of coal to be extracted	121.55 Million Tonnes
Maximum depth	130 m

- The quantity of Inter burden / OB, Rehandling & Coal from the proposed patch has been calculated by CMPDIL and lead wise, year wise quantity has been furnished by CMPDIL, as noted in the plan prepared by CMPDIL, which is enclosed with the NIT.

**Rehandling:**

After getting competent approval, initially 9.00 Million Cum OB was dumped in Coal bearing area of Honhe village due to non availability of dumping area. This patch is a part of proposed working area. It has been proposed by the area that 3 Million Cum shall be rehandled in 6th year by Outsourcing under instant proposal.

**Life of the Proposal:**

Life of the proposed outsourcing patch : 08Years

Particulars (Coal/OB)		1 <sup>st</sup> year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> year	6 <sup>th</sup> Year	7 <sup>th</sup> Year	8 <sup>th</sup> Year	Total
Coal	Million Tonnes	0.00	3.00	8.55	15.00	20.00	25.00	25.00	25.00	121.55
OB (including inter-burden)	Million Cu. M.	0.50	2.58	8.79	15.80	18.34	27.39	35.58	36.62	145.60
Re-handling of OB	Million Cu. M.	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	3.00
Total OB	Million Cu. M.	0.50	2.58	8.79	15.80	18.34	30.39	35.58	36.62	148.60

At present rated capacity of Amrapali OCP is 12 MTY. (peak rated capacity). Steps are being taken to enhance it upto 35.00 MTY (peak rated capacity of Expansion PR). Steps have been taken to obtain all statutory clearances related to the Expansion PR within 3<sup>rd</sup> year. Successful bidder shall be asked to restrict the Coal production within the approved rated capacity and OB removal at average stripping ratio of the mine till all clearances are not obtained.

**OB Dumping:**

The planning of OB Dumping has been done by CMPDIL RI III and shown in the enclosed plan with the NIT.

**Coal Extraction:**

It has been proposed by the area that coal will be extracted partly by conventional Drilling /Blasting method and also by Surface miner as proposed by area.

Coal	Unit	1 <sup>st</sup> year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> year	6 <sup>th</sup> Year	7 <sup>th</sup> Year	8 <sup>th</sup> Year	Total
By Drilling & Blasting	Million Tonnes	0.00	0.00	1.50	1.50	1.50	1.50	1.50	1.50	9.00
By Surface Miner	Million Tonnes	0.00	3.00	7.05	13.50	18.50	23.50	23.50	23.50	112.55
Total Coal	Million Tonnes	0.00	3.00	8.55	15.00	20.00	25.00	25.00	25.00	121.55

In view of uncertain destination of Coal dispatch, it is proposed by area to extract Coal from face and stack the same at Coal Stock yard of Amrapali OCP which will be dispatched as per availability of destinations.

Presently land availability is uncertain and area management has stated that Coal stock will be prepared at the available land as per the NIT lead.

**Land:**

The revenue villages falling under said proposal are Kumrang Kalan, Kumrang Khurd, Ursu, Binglat and Honhe in Chatra District .

Total land required for the proposed outsourcing patch (including external dumping area) is 412 Ha approx. Out of which Forest land is 288 Ha and Non forest land (Tenancy and GMK) is 124 Ha. (Excluding broken area under existing contract)

Involved Forest land of area 243 Ha has already Stage II cleared, action on application for release of balance forest land (45.00 Ha) has been initiated by the area. GMK land is in the process of authentication.

It has been stated by the area that approx. 200 families exist within proposed patch. Work of rehabilitation has been taken up and it will be ensured by the project that no interruption in working occurs during actual operation due to land / rehabilitation.

Compensation and Employment against tenancy land is under process. It has been stated by the area that physical possession of land proposed for working is in progress.

Land acquisition and rehabilitation work will be done by CCL. However, the contractor will facilitate in taking Physical possession of land acquired/to be acquired by Amrapali OCP of CCL for the proposed work (including dumping area) and rehabilitation / resettlement of the project affected people to identified rehabilitation site.

The CCL management will ensure to take the physical possession of the total land required (including dumping area) for the outsourcing patch before or during execution in a phased manner to ensure unhindered progress of the work.

The company may restrict the magnitude of the work depending upon the availability of land for the purpose for which contractor will have no claim on Company. No compensation on this ground will be paid to the contractor.

**Major developmental activities required to be completed by the project authority are**

- 1) Nalla diversion ;
- 2) Road diversion from Kumrang Kalan to Honhe road;
- 3) Release of 45 Ha forest land;
- 4) Authentication of GMK land and;
- 5) Shifting of Manwa tongri tola & Binglat village etc.

Project authority will get the developmental works as above completed within time to ensure unhindered progress of work.

**2. Time Schedule of Tender:**

SL No	Particulars	Date	Time
1	Tender e-Publication date	14-Dec-15	-----
2	Bid Submission start date	15-Dec-15	10.00 Hrs.
3	Bid submission end date	16-Jan-16	18.00 Hrs.

4	Start date for seeking Clarification on-line from service provider	15-Dec-15	10.00 Hrs.
5	Last date for seeking Clarification on-line from service provider	04-Jan-16	18.00 Hrs.
6	Date of Pre bid Meeting	28-Dec-15	11.00 Hrs.
7	Proposed date of reply for any clarification sought online or in the above meeting (if any).	11-Jan-16	-----
8	Last date of submission of EMD, Annexure -I to IV and JV / consortium agreement etc. if applicable (Hard copy)	20-Jan-16	15.00 Hrs.

### **3. Deposit of EMD:**

Earnest Money can be deposited in the form of Demand Draft (DD)/Banker's Cheque (BC) / Banker's payorder (BPO) from any scheduled Bank drawn in favour of "Central Coalfields Limited" payable at "Ranchi".

EMD can also be deposited in the form of irrevocable Bank Guarantee (BG) from any scheduled Bank in the format given in the bid document. Bank guarantee issued by outstation bank shall be operative at their local branch i.e.at Ranchi. The validity of such BG should be minimum 90 days beyond the validity of the bid. **BG shall be acceptable only when value of Earnest money (EMD) exceeds Rs. 5.00 Lakhs.**

**EMD can also be deposited through online fund transfer through RTGS/NEFT from any schedule bank. Bidder will have to furnish online the alpha-numeric unique transaction reference (UTR) number before submission of bid. The payment made through NEFT/RTGS must be received in CCL designated account before the last**

**date and time of receipt of EMD. Bidder must upload scanned copy of RTGS/NEFT UTR receipt along with their bid.**

**NB: EMD is to be deposited through electronic payment in CCL SBI account no. 10106155123 maintained at SBI campus Branch, Ranchi having IFSC code SBIN0010400.**

The bidder has to furnish the DD/BC Number/ **unique transaction reference (UTR) number**, date of issue, expiry date, amount and name of issuing bank, while submitting the tender on line. Also the bidder has to upload the scanned copy of DD/BC/BG for "EMD" during submission of bid on line.

The bidder has to deposit the original DD/BC/BG against "EMD" in person which must be submitted after putting the documents in sealed cover in the tender box placed in the office of the General Manager (CMC), CCL, Ranchi on any working day after e-publication of NIT and up to three working days after the last date of submission of bid. The bidders are also required to submit two numbers of affidavits (as per Annexure I & II), contractor's bid and acceptance of bid conditions as per annexure- IV, Joint venture agreement (in case bidder is JV company) as mentioned in clause no.9 of the NIT, and Mandate form for e-payment ( as per Annexure III) along-with the aforesaid DD/BC/BGs in the sealed cover super scribing the NIT no.,

name of work and name and address of the bidder including contact number and Fax number.

The Company shall not be responsible for any delay in receipt of “EMD”, “Annexure I, II, III & IV” and JV agreement. In case the “EMD”, “Annexure I, II, III, IV” and JV agreement (if applicable) are not received within the aforesaid period, the bid will be outrightly rejected and the bidder will be debarred from participating in the tender.

**The bidders should submit A MANDATE FORM for e-payment along with EMD, as per the format given in the bid document at Annexure- III**

4. **Clarification of Bid** : The bidder may seek clarification on-line from the Service Provider M/S mjunction sevicees Ltd within the specified period at the following contact details.

Address : M/s M Junction services limited  
Godrej Waterside, Tower-1, 3rd floor, PlotNo.5, Block-DP,  
Sector-V, Salt Lake City, Kolkata –700091, West Bengal,  
INDIA.

FAX : +91 33 66011719: Phone No. +91 33 66106430

Contact Person : Sri Imtiaz Ahmed Mobile No. 09163348026

e-mail [imtiaz.ahmed@mjunction.in](mailto:imtiaz.ahmed@mjunction.in)

<https://eps.buyjunction.in>

5. The bidders have to accept on-line the user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and tender document, undertakings, pre contract Integrity Pact and the e-Procurement and Reverse Auction systems procedure through <https://eps.buyjunction.in> in order to become an eligible bidder. These will be a part of the agreement.

6. **Eligible Bidders**: The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm, public/private limited company as per company act or a Joint Venture/consortium having eligibility to participate as per eligibility criteria stipulated in Clause No. 7 of this NIT and having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Gov. of India.

**Note:** Joint Venture/consortium: Two or three companies/contractors may participate in the tender as Joint Venture (JV). Joint Ventures must comply the requirements of JV mentioned in detail in NIT/GTC Document displayed on above mentioned E-tender Portal.

## 7. **Eligibility Criteria**

**A Work Experience** : The bidder must have in its name or proportionate share as a member of JV/Consortium, experience of having successfully executed (includes completed / ongoing) works of similar nature (loading and transportation of soil/overburden/shale/minerals etc by mechanized means or excavation and transportation of soil/overburden/shale/minerals etc by mechanized means or

extraction of coal by mechanized means) valuing 65% of the annualized estimated cost of the work put to tender (for period of completion over 1 year) / 65% of the estimated cost of the work (for completion period upto one year) put to Tender in any year (consecutive 365 days) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.

For substantiating past experience the bidder should submit the work order, certificate of actual work already executed including value and period. TDS certificate may be sought during clarification.

Annualised value of the work shall be calculated as the “(Estimated Cost / Period of completion in days) x 365”.

For updation, Cost of previous executed works shall be given a simple weightage of 5% per year to bring them at current price level. The year can be considered as suitable consecutive 365 days till the last day of month previous to one in which Bid has been invited). Updation will be considered for full or part of the year considering 365 days in a year till the last day of month previous to one in which bid application has been invited.

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

- i) Work Order/Agreement Number of each experience of similar nature
- ii) Name & address of Employer/Work Order Issuing authority of each experience
- iii) Start date & end date of each qualifying experience (similar nature)
- iv) Executed Value of work within the start date and end date for the work order referred in iii above for each experience (in case of JV/Consortium, the executed value of partners be given separately)
- v) Percentage (%) share of each experience (100% in case of an Individual/proprietorship firm or a partnership firm or an entity registered as company under the Companies Act and the actual % of share in case of a Joint Venture/Consortium).
- vi) work experience certificate number and date.

**Note: In case the bidder is a joint venture/consortium, the above information in respect of each individual partner of JV/consortium may be furnished and the experience of JV/consortium will be assessed by adding the information furnished by the system.**

In case the bidder is a Joint Venture/consortium, the work experience of any or all of the individual partners of JV/consortium may be furnished to evaluate the work experience of the bidder. In case of JV/consortium, if work experience of all the partners are not submitted the system will not disqualify the JV/consortium and instead shall consider assuming a value of zero for partner/partners who has/have not submitted the experience value and certificate



**B. Working Capital:** The bidder must produce the evidence of adequacy of a minimum working capital, either 20% of the annualized value of estimated cost of the work ( for period of completion over one year) or 20% of the estimated cost of the work ( for period of completion upto one year), for this work.

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

- i) Source of working capital (bankers certificate and/or Audited balance sheet for the latest financial year )
- ii) In case of Banker’s Certificate (Scheduled Bank) regarding availability of access to credit, it should be issued within 3 months prior to the last date of submission of Bid.
- iii) Amount of available working capital
- iv) Name of the branch of bank, issuing banker’s certificate regarding availability of access to credit or Name of chartered Accountant (CA) auditing balance sheet.

**Note: In case the bidder is a joint venture/consortium, the above information in respect of each individual partner of JV/consortium may be furnished and the working capital of JV/consortium will be assessed by adding the information furnished by the system.**

In case of JV/consortium, if working capital of all the partners is not submitted the system will not disqualify the JV/consortium and instead shall consider assuming a value of zero for partner/partners who has/have not submitted the working capital certificate.

**C Fleet Requirement: Minimum fleet requirement for the tendered work is as below:-**

**Equipments required to be deployed by outsourcing agency:**

List of equipments likely to be deployed for extracting 121.55 Million Tonnes Coal (9.00 Million Tonnes by drilling / blasting & 112.55 Million Tonnes by surface miner) and removal of 148.60 Million Cu. M. Overburden (OBR) (including 3.00 Million Cu. M. of rehandling of OB in 6<sup>th</sup> year) in 8 years at Amrapali OCP.

Particulars	1 <sup>st</sup> year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> year	6 <sup>th</sup> Year	7 <sup>th</sup> Year	8 <sup>th</sup> Year	Total
OB by Drilling / Blasting Million Cu. M.	0.50	2.58	8.79	15.80	18.34	27.39	35.58	36.62	<b>145.60</b>
OB Rehandling (Without Drilling / Blasting)	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	<b>3.00</b>
Coal by Drilling / Blasting in Million Tonnes	0.00	0.00	1.50	1.50	1.50	1.50	1.50	1.50	<b>9.00</b>
Coal by Drilling / Blasting in Million Cu. M.	0.00	0.00	0.96	0.96	0.96	0.96	0.96	0.96	<b>5.73</b>
Coal by Surface Miner Million Tonnes	0.00	3.00	7.05	13.50	18.50	23.50	23.50	23.50	<b>112.55</b>
Coal by Surface Miner Million Cu. M	0.00	1.91	4.49	8.60	11.78	14.97	14.97	14.97	<b>71.69</b>
ToalCoal Million Tonnes	0.00	3.00	8.55	15.00	20.00	25.00	25.00	25.00	<b>121.55</b>

Digging Capacity required Million Cu. M	0.50	2.58	9.75	16.76	19.30	31.35	36.54	37.58
<b>No. of 2.8 to 3.2 Cu. M or equivalent shovels reqd.</b>	<b>1</b>	<b>3</b>	<b>13</b>	<b>22</b>	<b>26</b>	<b>42</b>	<b>48</b>	<b>50</b>
<b>Nos. of Surface Miners required ( SM 3800 or equivalent)</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>5</b>	<b>6</b>	<b>8</b>	<b>8</b>	<b>8</b>
<b>Nos. of payloaders required ( 2-3 cum)</b>	<b>0</b>	<b>4</b>	<b>10</b>	<b>19</b>	<b>26</b>	<b>33</b>	<b>33</b>	<b>33</b>
Hauling Capacity reqd for OB Million Cu. M. Drill /Blast	0.50	2.58	8.79	15.80	18.34	30.39	35.58	36.62
Hauling Capacity reqd for Coal Million Cu. M. Drilling Blasting	0.00	0.00	0.96	0.96	0.96	0.96	0.96	0.96
Hauling Capacity reqd for Coal Million Cu. M. Surface Miner	0.00	1.91	4.49	8.60	11.78	14.97	14.97	14.97
Hauling Capacity for Coal Million Cu. M.	0.00	1.91	5.45	9.55	12.74	15.92	15.92	15.92
No. of 16T hauling trucks required for OB	3	26	98	176	204	338	395	407
No. of 16T hauling trucks required for Coal	0	13	61	106	142	177	177	177
No. of 16T hauling trucks required	3	39	158	282	345	515	572	584
No. of drills required (160 mm)	1	3	11	19	21	31	41	42
No. of Dozers required (320 HP)	2	2	4	5	7	12	15	15
Grader & Water Sprinkler of suitable capacity required	1 each	1 each	2 each	2 each	3 each	3 each	4 each	4 each

\* Specific gravity of coal has been taken as 1.57.

Note :- All equipments used in the mine by outsourced agency should comply to DGMS circulars issued from time to time. Considering the very high population of equipment higher capacity equipment may be deployed.

In respect of the above eligibility criteria, the bidders are required to furnish the affidavit as per Annexure-II. The scanned copy of the affidavit should be uploaded on line and the original affidavit should be deposited in the office of GM (CMC) in the sealed cover along with EMD & tender as mentioned in Clause 3 above of the NIT.

**D. Permanent Account Number (PAN):** The bidder should possess Permanent Account Number (PAN) issued by the Income Tax Department, Govt. of India.

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

**Note:** In case the bidder is a Joint Venture, the PAN Number of each individual partner of JV shall be furnished.

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

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

Confirmation in the form of YES/NO regarding possessing certificate of registration  
In case of JV/consortium, all the partners should possess a certificate of registration issued by provident fund authorities.

**F. Certificate of registration with Service tax department (PAN based):** The bidder should possess a certificate of registration issued by service tax department.

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

Confirmation in the form of YES/NO regarding possessing of certificate of registration

In case of JV/consortium, all the partners or lead partner should possess certificate of registration issued by service tax department.

8. Sub-Contractors experience and resources will not be taken into account for determining the bidder's compliance with qualifying criteria.
9. In submission of tender on-line, the bidders will upload:
  - (i) The scanned copy of DD/BC/BG against EMD.
  - (ii) Scanned copy of Affidavit as per Annexure-I.
  - (iii) scanned copy of Affidavit for deployment of fleet and equipment as per Annexure-II
  - (iv) Scanned copy of e-mandate form duly filled in as per Annexure-III
  - (v) Joint Venture/Consortium agreement ( as per prescribed format ) containing name of partners and lead partner. Power of Attorney to the Lead Partner and share of each partner (in case bidder is a Joint venture/consortium company).
  - (vi) Contractor's bid and acceptance of bid conditions on the letter head of Bidder as per Annexure-IV

No other document shall be uploaded by the bidder on-line in the technical-bid.

The bidder will be required to quote their rate and amount in the Price Bid in the format provided on the website.

10. All bids are to be submitted on-line on the website <https://eps.buyjunction.in> . No bid shall be accepted off-line
11. 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 any circumstances CCL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.
12. After receipt of DD/BC/BG pertaining to "EMD" and the affidavits in original as stated in clause No. 9 of NIT, the documents/instruments shall be verified offline by CCL from the issuing banks/authorities. Similarly the affidavit will also be checked and verified for its acceptability.

13. As soon as the above step of offline checking and verification process is completed CCL will inform the status on above points with respect to each participating bidders to the Service Provider (mjunction services Ltd). Service Provider will feed in the above status w.r.t. each of the participating bidders in the system. As soon as the above information is entered on-line by the Service provider the tender will be decrypted in the system and following action will be completed on-line automatically based on the information furnished online by the bidder related to eligibility criteria as per clause no.7 of NIT and offline submission of document as per clause no.3 of NIT.
- i. A comparative statement of technical bid will be generated showing qualified/disqualified status against each bidder. Technically qualified/disqualified status of bidders will be sent individually through e-mail to each of the participating bidders.
  - ii. Price of the technically qualified bidders only will be decrypted by the system on line.
  - iii. The overall quoted lowest price along with the details of rate and amount of each item will be displayed by the system without disclosing the name of the bidder.
  - iv. A System generated e-mail shall be sent to all participating bidders who can be able to view the lowest bid offered at the stage of e-tendering process.
14. After evaluation of Technical Bid and discovery of lowest rate and price quoted (overall) in the tender, on- line reverse bidding will be carried out only amongst the bidders declared qualified by the system and accepted the terms and condition of reverse bidding process. The date and time and detailed clarification on reverse bidding process will be communicated by the Service provider to all qualified bidders by e-mail as well as through Telephone in advance. Bidders declared disqualified by the system will not be able to participate in reverse bidding process. **In case of non acceptance of Overall lowest bid price (start bid price of RA) by all the bidder(s) for participating in reverse auction (RA), the system will declare Start bid Price as lowest bid price and disclose the name of the bidder who have quoted the overall lowest bid price as L1 bidder.”**
15. By default 11.00 hrs. of the scheduled date of reverse bidding will be the start time of Reverse Bidding. The reverse bidding will remain open for 4 hours i.e. from 11.00 hrs. to 15.00 hrs. on the scheduled date. However, the bidding time will go on extending automatically after 15 00 hrs. in the slab of 30 minutes each from latest bid time ,if the latest response in the bidding is submitted within last 30 minutes of scheduled extended closing time of bidding. **The reverse bidding will pause at 18 Hrs. of 1<sup>st</sup> day and the reverse bidding will again be continued on the 2<sup>nd</sup> day from 11.00 hrs. as per the norms followed after 15.00 hrs. on the first day of the reverse bidding .The process of reverse bidding will finally stop sharp at 18.00 hrs. on the 2<sup>nd</sup> day.**
- The bidding will also stop in case the particular bid remains un-responded for continuous 30 minutes time between 15.00 hrs. to 18.00 hrs. in the 1<sup>nd</sup> day and 11.00 hrs. to 18.00 hrs. in the 2<sup>nd</sup> day.
16. The rate and price shown after opening of tender (vide Clause 13(ii) & (iii) above) will be the base rate/price for start of the Reverse Bidding. System will not accept price higher than the base price in Reverse bidding. Only the bidders declared qualified by the system for this tender shall be eligible for participation in Reverse Bidding process.

17. The participating bidders will be given option to reduce their rates during Reverse bidding below the base price. However, any reduction less than the followings in overall quoted price of the work will not be accepted by the system:

SLAB FOR REVERSE AUCTION	
Estimated Value of Tender in Rs	Minimum decremental amount(in Rs) in overall Quoted Price in Reverse Auction
21799287600	28000000

An amount equal to or exceeding the above shall only be accepted by the system. Also the system will not accept the rate/amount higher than the base price and the system will not accept same overall amounts for two or more bidders in the Reverse Bidding.

The Service provider will take all necessary steps to ensure smooth and uninterrupted functioning of system at their end. Bidders are advised to ensure stable connectivity at their end. Service provider or CCL will not be responsible for any disruption of connectivity or any failure at bidders end.

Manual extension of bidding time will not be allowed at the request of bidder. In case there is any technological or system failure at service provider's end the bidding will be paused and it will get extended for the period, the system remained down.

18. After closure of Reverse Bidding the bidding report will be available on-line for reference of authorized users/bidders/CCL officials on log on and a separate hard copy of comprehensive report duly stamped and signed by the service provider agency (mjunction services Ltd) will be made available to GM (CMC), CCL within three working days.
19. After completion of reverse bidding on line, the L-1 bidder emerged out of reverse bidding process will have to produce the original documents in support of the information furnished by him on-line, for verification by the Tender Committee, along with one set of self certified copy of documents as specified by them in website in support of their eligibility pertaining to 1,2,3,4,5, 6, 7, 8 & 9 on any working day within seven days after the date of closing of Reverse bidding. However, in case of PAN card and Memorandum & Article of Association with certificate of incorporation containing name of bidder, the submission of original for verification is not required; self certified copy of these documents is sufficient.

Sl. No.	Eligibility Criteria	Self certified copy of Supporting Document to be submitted and Original to be produced by L-1 bidder for verification by Tender Committee
1.	Work Experience (Ref. Clause No. 7(A) of NIT)	Satisfactory Work execution certificate/s, workorder/s, issued by the employer against the experience of similar work containing all the information furnished by bidder on line and TDS certificate.
2.	Working Capital (Ref. Clause No. 7(B) of NIT)	Certificate of Working Capital issued by Scheduled bank/Audited Balance Sheet of the latest Financial year containing all the information furnished by bidder on line.(in case of JV, working capital certificate for each individual partner of JV).

3	Permanent Account Number (Ref. Clause No. 7(D) of NIT)	PAN Card issued by Income Tax Department, Govt. of India (incase of JV, PAN card for each individual partner of JV).
4	Legal Status of the bidder	<u>Any one of the following document:</u> 1. Affidavit or any other document to prove proprietorship. 2. Partnership deed containing name of partners and details of assets. 3. Memorandum & Article of Association with certificate of incorporation containing name of bidder. 4. Joint Venture/consortium agreement containing name of partners and lead partner. Power of Attorney to the Lead Parnter and share of each partner.
5	Digital Signature Certificate (DSC)	If the bidder himself is the DSC holder bidding on-line then no document is required. However, if the DSC holder is bidding on line 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.
6	Certificate of registration with provident fund authorities	Photocopies of document related Provident fund
7	Certificate of registration with Service tax department (PAN based)	Photocopies of document related to registration with service tax department
8	Copy of financial turn over for last three years	Photocopies of document related to financial turn over for last three years as per format given online.
9	Any other document to support the qualification information as submitted by bidder on-line.	

**In case the L-1 bidder fails to produce the original documents as stated above within the specified period of seven days after the date of Reverse Bidding or if any of the information furnished by L-1 bidder on-line/off line is found to be false/incorrect by the Tender Committee during verification of original document, which changes the eligibility status of the bidder, then the tender will be cancelled and re-tendering will be done with forfeiture of EMD and banning of L-1 bidder for one year from participating in future tenders.**

The original documents as stated above will be returned to L-1 bidder after verification by Tender Committee and the self certified copy submitted by him shall be retained by the department.

20. **One Bid per Bidder:** Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a partner in a Joint Venture or a public limited firm. 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.

21. **Refund of EMD:** The Bid Security /EMD of the unsuccessful bidder(s) shall become refundable. The unsuccessful bidder for this purpose means the bidders who have not qualified for opening of Part-II Price Bid and those who have not emerged as L-1 Bidder after opening of price bid.

The Bid Security/ EMD (submitted in the form of BG) of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security (First part of Security Deposit).

The Bid Security / EMD (submitted in the form of Draft /Pay Order) may be retained and adjusted with performance security / security deposit in case of successful bidder.

22. **Site Visit:** The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the works. The cost of visiting the Site shall be at the Bidder's own expense.

It shall be deemed that the tenderer 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.

23. **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 and liable for this costs.

24. **Modification and Withdrawal of Bid:**

Modification of the submitted bid shall be allowed on line only before the deadline of submission of tender and bidder may modify and resubmit the bid on line as many times as he may wish. System is designed to accept only the latest revision submitted by the tenderer as their valid offer.

Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender.

No Bid may be modified after the deadline for submission of Bids.

Withdrawal of a Bid after the deadline for submission of Bids and the before expiration of the period of Bid validity specified in the Bidding Data or as extended pursuant to Clause 29 may result in the forfeiture of the Bid Security and Banning/delisting of bidder for one year period from participating in future tender.

25. **Bid Prices:** The Bidders shall offer for the whole work based on the Bill of Quantities. However, the employer reserves the right to allot part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.

The Bidder shall fill in online rates and prices for all items of the work described in the Bill of Quantities. The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

26. All duties, taxes (excluding Service Tax only) and other levies payable by the 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. 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 in the Price bid.

The item wise rate quoted shall be exclusive of service tax. Service tax will be paid extra, if payable. Payment of service tax by the service availer (i.e. CIL/Subsidiary), to the service provider would be made only on the latter submitting a Bill/Invoice in accordance with the provision of relevant service tax rules. CENVAT credit is to be availed by paying authority as per rule. Payment/deposit of service tax is the responsibility of the service provider.

27. **Currencies of Bid and payment:** The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees only.
28. The Company reserves the right to postpone the date of on-line submission and opening of tenders or to cancel the tenders without assigning any reason whatsoever.
29. **Bid Validity:** The Bid shall remain valid for a period of **120 days** after the end date for bid submission.  
In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend period of validity for a specified additional period. The Employer's request and bidder's response shall be made in writing. A bidder may refuse the request without forfeiting his EMD/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 EMD/bid security (if submitted in the form of BG) for a period of **90 days** beyond the extended validity of bid.
30. **Bid less than three:--** Tender will be opened on the pre-scheduled date if at least three tenders are received. If the number of tenders received up to the deadline of submission of tender are less than three, the bid submission end date and time, shall be extended by 2 (Two) working days. In this extended period any new bidder



having requisite eligibility can submit his online tender however the existing bidders shall be allowed to revise their bid.

Up to the extended date in above manner if number of tenders received remains less than three, the bid submission end date and time, shall be further extended by 5 (five) working days. However, the existing bidders are shall be allowed to revise their bid.

If up to the second extended date no fresh online tender is received, the tender(s) received so far shall be opened after verification of EMD and affidavits etc. as stipulated in the normal process.

In case of urgency, expressed by user department, bids may be considered for opening without granting any extension. In such cases prior approval be obtained before original stipulated last date of submission from approving authority.

Reverse bidding shall also be carried out as per normal process and the bidder(s) will have option either to accept the base bid price or reduce the price further but do not have option to quit from reverse bidding process which may result in the forfeiture of the bid security and debaring to participate in future tender for one year.

**31. Employer's Right to Accept or Reject the Bids:**

The Employer reserves the right to accept 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 or the grounds for the Employer's action

**32. Award Criteria:**

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 Bid Price after on-line reverse bidding, provided that such Bidder has been determined to be eligible in accordance with the provision of Clause No.6 (eligible bidders) and Clause No.7(eligibility criteria)

33. This Tender Notice shall be deemed to be part of the Contract Agreement and its stipulation supersedes corresponding Clauses mentioned anywhere else in the NIT document displayed on e-tender website.

34. The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and to split up the work between two or more tenderers or accept the tender in part and not in its entirety. Tendered quantity may be reduced along with the timeframe.

35. Matters relating to any dispute or difference arising out of this tender and subsequent contract awarded based on this tender shall be subject to the jurisdiction of District Court, where the subject work is to be executed.

36. Initial Medical examination of all contractual mining workers is mandatory and an amount of Rs.950/- only shall be charged towards conducting IME for each Contractor's worker, which shall be recovered from the bills of the contractors.

37. The payment to the contractors after award of work will be made through Electronic Mode.
38. Tenderers are advised to visit the work site before offering the rates for the above transportation work and if the work is awarded in their favour, future dispute regarding the route distances will not be entertained by the Management.
39. 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. The Minimum wages of the contractor's workers of different categories shall be as under prospectively:-

Categories of employee	Minimum wages of the contractor's workers including DA per day. (Rs) w.e.f 01.10.2015
Unskilled	495.00
Semiskilled	533.00
Skilled	571.00
Highly Skilled	609.00

40. The Bidders are required to sign online the pre contract Integrity Pact (applicable for bids with estimated cost exceeding Rs. 5 Crores) as per format given in General terms and condition of Tender Document.
41. **Diesel escalation/ de-escalation for the tendered work will be allowed as per special terms & conditions for hiring contracts.**
42. Name & address of the Independent External Monitor (IEM):

Sl. No.	Name	Address
1	Sri Chaman Kumar Retd. IAS	Bungalow No. 80, New Moti Bag, New Delhi-110023

**(Encl):** General Terms and Conditions .. Governing Hiring of Equipment for removal of Overburden, Extraction of Coal, transportation and loading in Areas of Central Coalfields Limited.. 79 Pages)

**General Manager (CMC)**

Copy to :

- I. Director (T)Opr., CCL, Ranchi : For kind information.
- II. CVO.CCL,Ranchi
- III. Sri Chaman Kumar Retd IAS , Bungalow No. 80, New Moti Bag, New Delhi-110023
- IV. Sri Imtiaz Ahmed Mobile No. 09163348026 E-mail:[imtiaz.ahmed@mjunction.in](mailto:imtiaz.ahmed@mjunction.in)

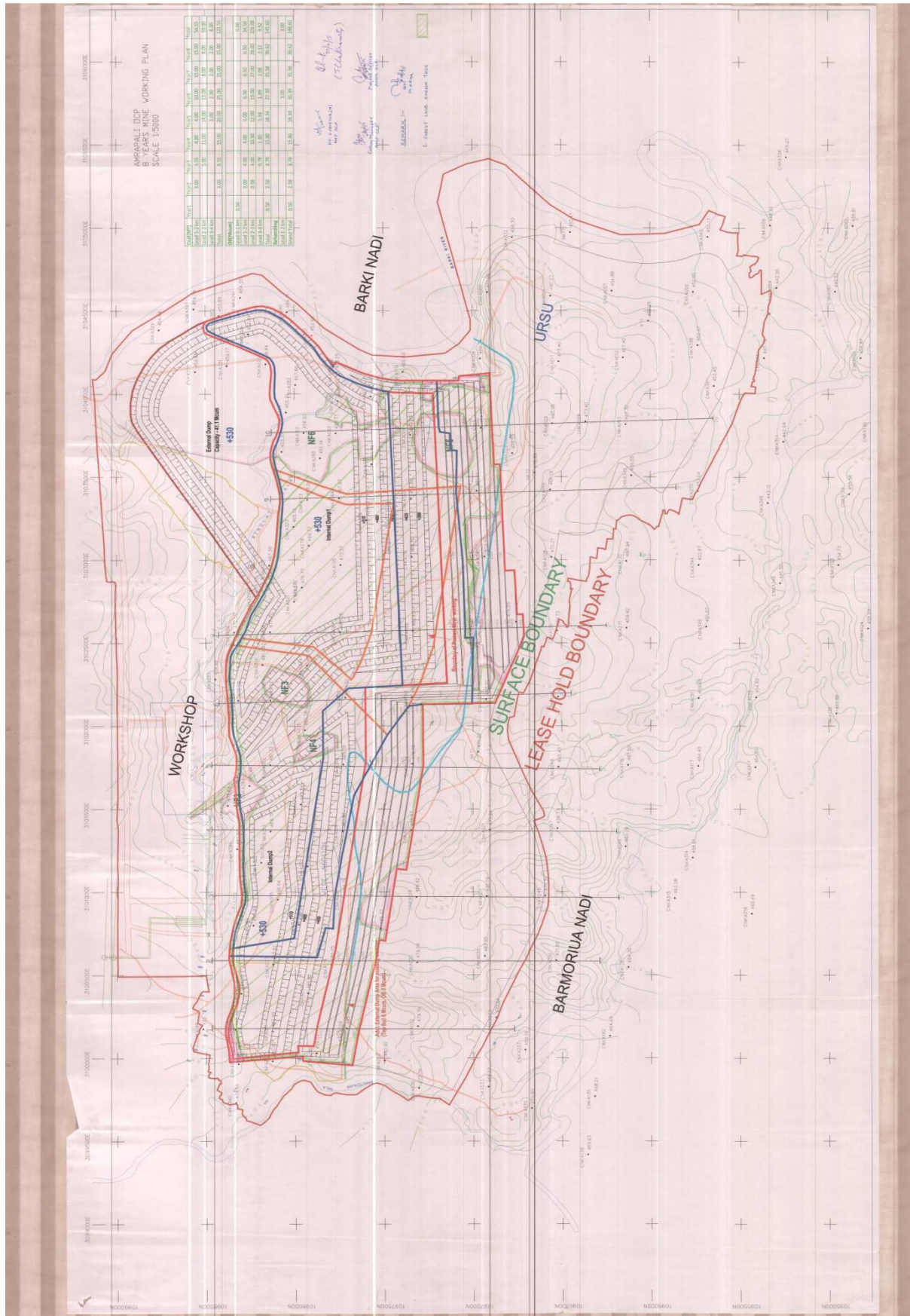
## PRICE BID FORMAT

- A. Hiring of HEMM for removal of **OB/PARTING** including blast hole drilling, blasting Excavation of various rock Loading & transporting, dumping in dump yard, dozing, grading, leveling at dump site including face & other specified places, maintenance of haul Road, face pumping & Mine dewatering, water spraying, lighting in mine premises up to dump yard as per instruction of Engineer in Charge of Amrapali OCP of Magadh & Amrapali Area for a period of 8 years.
- B. Hiring of HEMM for removal of OB ( REHANDLING) including loading & transportation of all kinds of soil rocks, broken rocks, hard rocks, extraneous material including mixed soil, etc to the dump yard. The job involves maintenance of haul roads , dozing, grading and water sprinkling at haul road, face & dump yard, face pumping, water spraying, lighting in mine premises up to dump yard as per instruction of Engineer in Charge of Amrapali OCP of Magadh & Amrapali Area for a period of 8 years.
- C. Hiring of HEMM such as excavator/FE Loader/Other loading machines, dumpers / tippers, drills. Dozers & Water Sprinklers to be deployed at outsourcing patch for the purpose of excavation, drilling, blasting, loading, transportation of **Coal** from Amrapali OCP face to Dump yard, dozing at specified places, grading and water spraying on haul road, maintenance of haul road, mine lighting & dewatering including face pumping as per instruction of the Engineer-in-Charge of Amrapali OCP of Magadh & Amrapali Area for a period of 8 years.
- D. Hiring of equipments for extraction and mechanical transfer of Coal into Contractors' tipping truck by deploying **Surface Miner**, Pay loaders and other allied equipments on hiring basis including dust suppression on face & coal transportation roads including mine dewatering & lighting & transportation of coal from Amrapali coal face to Amrapali coal stock yard as per instruction of Engineer in Charge of Amrapali OCP of Magadh & Amrapali Area for a period of 8 years.

Description of work	Distance (KM)	Quantity (OB/Parting in Lakh Cu. M and Coal in Lakh Te)	Rate (Rs./Cu. M. for OB/ Parting and Rs./Te for Coal) (To be quoted by bidders)	Amount in Rs.
A. Hiring of HEMM for removal of <b><u>OB/PARTING</u></b> including blast hole drilling, blasting Excavation of various rock Loading & transporting, dumping in dump yard, dozing, grading, leveling at dump site including face & other specified places, maintenance of haul Road, face pumping & Mine dewatering, water spraying, lighting in mine premises up to dump yard as per instruction of Engineer in Charge of Amrapali OCP of Magadh & Amrapali Area for a period of 8 years.	0-1	5.00		
	1-2	345.00		
	2-3	1010.80		
	3-4	95.20		

<p>B.Hiring of HEMM for removal of OB ( REHANDLING) including loading &amp; transportation of all kinds of soil rocks, broken rocks, hard rocks, extraneous material including mixed soil, etc to the dump yard. The job involves maintenance of haul roads , dozing, grading and water sprinkling at haul road, face &amp; dump yard, face pumping, water spraying, lighting in mine premises up to dump yard as per instruction of Engineer in Charge of Amrapali OCP of Magadh &amp; Amrapali Area for a period of 8 years.</p>	1-2	30.00				
<p>C.Hiring of HEMM such as excavator/FE Loader/Other loading machines, dumpers / tippers, drills. Dozers &amp; Water Sprinklers to be deployed at outsourcing patch for the purpose of excavation, drilling, blasting, loading, transportation of <b>Coal</b> from Amrapali OCP face to Dump yard, dozing at specified places, grading and water spraying on haul road, maintenance of haul road, mine lighting &amp; dewatering including face pumping as per instruction of the Engineer-in-Charge of Amrapali OCP of Magadh &amp; Amrapali Area for a period of 8 years.</p>	1-2	80.00				
	2-3	10.00				
<p>D.Hiring of equipments for extraction and mechanical transfer of <b>Coal</b> into Contractors' tipping truck by deploying <b>Surface Miner</b>, Pay loaders and other allied equipments on hiring basis including dust suppression on face &amp; coal transportation roads including mine dewatering &amp; lighting &amp; transportation of coal from Amrapali coal face to Amrapali coal stock yard as per instruction of Engineer in Charge of Amrapali OCP of Magadh &amp; Amrapali Area for a period of 8 years.</p>	<p>For <b>extraction and mechanical transfer of coal</b> into contractor's tipping trucks by deploying <b>surface miner, pay loaders and other allied equipments</b> on hiring basis including dust suppression on face &amp; coal transportation road including mine dewatering &amp; lighting</p>		-	1125.50		
	Transportation of coal from Amrapali coal face to Amrapali coal stock yard.	1-2	465.50			
		2-3	580.00			
		3-4	80.00			
<b>TOTAL</b>						

# Plan of Amrapali OCP ... 08 Years Mine Working Plan (For NIT)



**GENERAL TERMS AND CONDITIONS**  
Governing Hiring of Equipment for removal of Overburden,  
Extraction of Coal, transportation and loading  
in Areas of  
Central Coalfields Limited



**CENTRAL COALFIELDS LIMITED**

(A Subsidiary of Coal India Limited)

DARBHANGA HOUSE, RANCHI 834 001

**Contract Management Cell**

Ph:0651-2360219,2365592 Fax:0651-2361120

(Modified on 27.03.2015 .. as per CIL letter no.CIL/civil/31/Pt.IB/476 dated02.12.2014)

Tender Notice No.

Dated

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## INSTRUCTIONS TO BIDDERS

### 1. SCOPE OF BIDDER

- 1.1 The **Central coalfields Ltd** (referred to as Employer in these documents) invites bids for the works as mentioned in the e-NIT. The Bidders should submit Bids for all the works mentioned in the e-NIT.
- 1.2 The successful Bidder will be expected to complete the Work(s) by the Intended Completion period specified in the Bid document/e-NIT.

### 2. ELIGIBLE BIDDERS

- 2.1 The Invitation for Bid is open to all Bidders including an individual, proprietorship firm, partnership firm, company registered under Companies Act or joint ventures. The bidders shall be eligible to participate only if they fulfill the qualifying/eligibility criteria as specified in clause no. 6 & 7 of e-tender Notice.
- 2.2 Joint Venture / Consortium: 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 / Consortium details :**

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

1. Lead partner
2. Partner
3. Partner

Joint Venture /Consortium 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 partners of the JV / CONSORTIUM 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.
- ii) The formation of joint venture / Consortium or change in the Joint Venture /Consortium character/ partners after submission of the bid and any change in the bidding regarding Joint Venture /Consortium will not be permitted.
- iii) The bid, and in case of a successful bid - the agreement, shall be signed so as to legally bind all partners jointly and severally and any bid shall be submitted with a copy of the Joint Venture /Consortium Agreement providing the joint and several liabilities with respect to the contract.
- iv) The pre-qualification of a Joint Venture /Consortium does not necessarily pre-qualify any of its partners individually or as a partner in any other Joint Venture /Consortium or association. In case of dissolution of a Joint Venture /Consortium, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.



- v) The bid submission must include documentary evidence to the relationship between Joint Venture /Consortium partners in the form of JV / Consortium Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total ) and liabilities ( joint and several ) in respect of each and all of the firms in the Joint Venture /Consortium. Such JV / Consortium Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.
- vi) One of the partners shall be nominated 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 partners.
- vii) The JV / Consortium Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture /Consortium and the entire execution of the contract shall be done with active participation of the Lead Partner.
- viii) The contract agreement should be signed by each Joint Venture /Consortium Partners. Subsequent declarations/letters/documents shall be signed by lead partner authorized to sign on behalf of the JV/Consortium or authorized signatory on behalf of JV/Consortium.
- ix) The bid should be signed by all the partners of the Joint Venture/Consortium.
- x) An entity can be a partner in only one Joint Venture /Consortium. Bid submitted by Joint Venture /Consortiums including the same entity as partner will be rejected.
- xi) The JV / Consortium agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.
- xii) The earnest money / bids security bank guarantee can be submitted by the Joint Venture /Consortium or one or more partners of the Joint Venture /Consortium.
- xiii) The JV / Consortium agreement must specifically state that it is valid for the project for which bidding is done. If JV/Consortium breaks up midway before award of work and during bid validity period bid will be rejected.

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

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

### **3. QUALIFICATION OF THE BIDDER**

- 3.1 In the event that pre-qualification of potential bidders has been undertaken, only bids from pre-qualified bidders will be considered for award of contract.
- 3.2 If the employer has not undertaken pre-qualification of potential bidders, all bidders shall fulfill the eligibility / qualifying criteria as detailed at point.6&7 of e-tender Notice. Such details shall be submitted as deliberated at e-tender Notice.
- 3.3 If the bidder is subsidiary of a company, the experience and resources of the holding company or its other subsidiaries will not be taken into account. However, if the bidder is a holding company, the experience and resources of its wholly owned subsidiaries will be taken into consideration.
- 1.4 Even though the bidders meet the above eligibility/qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.

### **4. ONE BID PER BIDDER**

- 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 subcontractor or in cases of alternatives that

have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

## **5. COST OF BIDDING**

5.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

## **6. SITE VISIT**

6.1 The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of Works and its surroundings, go through the mine plans / drawings / bore hole details connected to the work, if / as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

6.2 It shall be deemed that the Bidder has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates.

6.3 It shall be deemed that the Bidder has got himself acquainted with the mining conditions and geological details available for the proposed work site.

## **7. CONTENT OF BIDDING DOCUMENTS**

7.1 The set of bidding documents comprises the documents listed in below  
i) e-Tender Notice, ii) Instructions to Bidders, iii) Conditions of Contract (General Terms & Conditions, Special Terms and conditions, special notes and & additional terms & conditions, Vocational training and safety norms etc.), iv) Integrity Pact, v) Various Forms of Securities, Affidavits, form of Article of Agreement, vi) Bill of Quantities, vii) e-Tender User Portal Agreement. Viii) addenda, if any, issued in accordance with clause 9.

## **8. CLARIFICATION OF BIDDING DOCUMENTS**

8.1 A prospective bidder requiring any interpretation or clarification of bidding document may seek clarification online or during pre-bid meeting (if any). The clarifications may be asked from the next day of e-Publication of NIT as per the schedule given in e-NIT. The department will clarify as far as possible only relevant queries. The clarifications given by department will be visible to all the bidders intending to participate in bid.

## **9. AMENDMENT OF BIDDING DOCUMENTS – deleted**

## **10. LANGUAGE OF BID**

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

## **11. BID PRICES**

- 11.1 The bidder shall closely study specification in detail and scope of work which govern the rates for which he is quoting. The Bidders shall offer for the whole Works as described in Sub-Clause 1.1, based on the Bill of Quantities. Based on priced bill of quantities submitted by the Bidder, the Employer reserves the right to allot whole or part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.
- 11.2 The price bid containing the bill of quantity will be in 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.
- 11.3 All duties, taxes (excluding Service Tax only) and other levies payable by the 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. 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 in the Price bid.

The item wise rate quoted shall be exclusive of service tax. Service tax will be paid extra, if payable. Payment of service tax by the service availer (i.e. CIL/Subsidiary), to the service provider would be made only on the latter submitting a Bill/Invoice in accordance with the provision of relevant service tax rules. Cenvat credit is to be availed by paying authority as per rule. Payment/deposit of service tax is the responsibility of the service provider.

- 11.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

## 12. CURRENCIES OF BID AND PAYMENT

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

## 13. BID VALIDITY

- 13.1 Bid shall remain valid for a period not less than **120 days** after the deadline for bid submission specified in Clause 15. A bid valid for a shorter period shall be rejected by the Employer.
- 13.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidder(s) extend the period of validity for a specified additional period. The request and the bidder's response shall be in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for the period of extension, and in compliance with Clause 14 in all respects.

#### 14. **BID SECURITY/EARNEST MONEY DEPOSIT**

- 14.1 The bidder shall furnish, as part of his bid, a Bid Security/Earnest Money of the amount as shown in e-tender notice and in the form as deliberated at Cl.3 of e-tender notice. In case of extension of bid validity, on mutual consent, the validity of B.G. shall be suitably extended.
- 14.2 Any Bid not accompanied by an acceptable Bid Security shall be rejected by the employer and non-responsive.
- 14.3 The Bid Security/ EMD of the unsuccessful bidder shall become refundable. The unsuccessful bidder for this purpose means the bidders who have not qualified for opening of Part-II Price Bid) and those who have not emerged as L-1 Bidder after opening of price bid.
- 14.4 The Bid Security/ EMD(submitted in the form of BG) of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/Security Deposit.

The Bid Security / EMD (submitted in the form of Draft /Pay Order/Electronic fund transfer) of successful bidder may be retained and adjusted with performance security / security deposit at bidder's option.

- 14.5 The Bid Security/Earnest Money may be forfeited:
- a. if the Bidder withdraws the Bid after Bid opening during the period of Bid validity / extended validity with mutual consent;or
  - b. in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
    - (i) sign the Agreement; or
    - (ii) furnish the required Performance Security/ Security Deposit.

Additionally the company reserves the right to debar such defaulting contractor from participating in future bids for a minimum period of 12(twelve) months.

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

#### 15. **DEADLINE FOR SUBMISSION OF BIDS**

- 15.1. Bids shall be submitted on line on the web site within the period specified in e-tender notice.
- 15.2. The employer may extend the deadline for submission of bids by issuing a corrigendum in accordance with provisions of e-tender notice/ITB, in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

#### 16. **SIGNING AND SUBMISSION OF BID**

- 16.1 The 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.

16.2 Submission of bid shall be as per detail given in e-tender notice.

## 17. MODIFICATION AND WITHDRAWAL OF BIDS

17.1 Modification and withdrawal of bid shall be guided by clause 24 of e-tender Notice.

## 18. BID OPENING

18.1 All bids are to be submitted on line as per e-NIT

19. **CLARIFICATION OF BIDS – Please refer clause no. 4 of e-NIT.**

## 20. EVALUATION AND COMPARISON OF BIDS –

20.1 please refer relevant clauses of e-NIT.

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

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

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

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

## 21. AWARD CRITERIA

21.1 Subject to Clause 22, 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 of Clause 2; and
- b) qualified in accordance with the provisions of Clause 3.

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

22.1 Notwithstanding Clause 21, 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.

## 23. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- 23.1 The Bidder, who's Bid has been accepted, will be notified of the award by the Employer prior to expiration of the Bid validity period by e-mail and confirmed by registered letter/speed post/courier. 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").
- 23.2 The notification of award will constitute the formation of the Contract.
- 23.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder within **28 days** following notification of award along with the letter of Acceptance and / or Work Order issued by department.
- In case of failure to enter in to agreement within specified period or extended period on the request of the bidder, if any, the department in addition to other penal measures as per clause 14.5 of ITB shall be at liberty to debar the selected bidder from participating in future Bids for at least 12 months.
- 23.4 In the bidding process, the cause of rejection of bid of any bidder should be intimated to non-qualified bidder after the award of the work to the successful one and the Security / Earnest Money shall be refunded to unsuccessful bidders as per provision of Cl. 14.3.
- 23.5 The contractor shall enter into and execute contract agreement in the prescribed form. 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.

## 24. PERFORMANCE SECURITY/SECURITY DEPOSIT

- 24.1 Security Deposit shall consist of two parts;
- Performance Security to be submitted at award of work and
  - Retention Money to be recovered from running bills.
- The security deposit shall bear no interest.

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

## 25. EMPLOYMENT OF LABOUR

- 25.1 Contractors are to employ, to the extent possible (as per policy decision of the company valid from time to time), local project affected people and pay wages not less than the wages fixed ( notified and prevalent during submission of the bid for mining activity) by the Company.

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

In addition, the contractors are to provide benefits of Provident Fund for the workmen employed by him for the work as per the Laws prevailing under provision of CMPF / EPF and allied scheme valid from time to time and also submit statutory returns..

25.2 The contractor shall utilize their regular employees throughout the period of contract. The bidder shall also comply with statutory requirements of various acts including CL(R&A) Act.

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

26. **LEGAL JURISDICTION**

26.1 Matter relating to any dispute or difference arising out of this bid and subsequent contract awarded based on the bid shall be subject to the jurisdiction of Ranchi court only.

**27. e-payment**

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

28. **Integrity Pact (Applicable for bids with estimated cost exceeding Rs. 5 Crores).**

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

29. **Change in the Constitution of Contracting Agency.**

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

30. **Miscellaneous.**

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

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

30.3 The site for work made available in parts.



## Various Forms of Securities, Affidavits, form of Article of Agreement

### ANNEXURE - I

#### Format for Affidavit:

To be Submitted by Bidder on Non-Judicial Stamp Paper of Rs. 50/- duly attested by Notary Public.

( For commitment, genuineness of the information furnished and authenticity of the documents furnished during bidding process )

#### **AFFIDAVIT.**

I/We,.....,Proprietor/Partner/Legal Attorney/ Director/  
Accredited Representative of Shri/Smt./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. Myself / Our Partners/Directors don't has/have any relative as employee of..... (Name of the Company)

3. All information furnished by me/us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.

4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.

5. I/ We hereby authorize department to seek references / clarifications from our Bankers.

6. I/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.\*We hereby undertake that we shall obtain Service Tax registration in respect other partners of JV, if the work is awarded to us and submit the same before any payment is made to us.

Or

\*We have service tax registration in respect of all the partners of JV and shall submit the same if the work is awarded to us

(applicable for JV only)

\* Delete whichever is not applicable.

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) ]

\*\* Delete whichever is not applicable.

9. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my 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/ delisting of my/our firm and all partners of the firm **from participating in future tenders for a minimum period 12 months.**

10. I / We hereby declare that I shall/we will accept the Bid documents as available in the website and our Bid shall be rejected if any tampering in the Bid document is found to be detected at the time of opening of Bid or at any time thereafter and in such case department shall be free to take appropriate action as it deems fit.

In case of missing pages, I shall / We will abide by the terms and conditions of the original Bid document as hoisted in the website of the company.

**Signature of the Bidder**

**Dated .....**

In case of JV, Signature of all partners of JV

**Seal of Notary**

**Annexure - II.**

**Format of Affidavit to deploy matching equipment / tippers / Payloaders.**

**( To be filled by the Bidders).**

**Non-Judicial Stamp Paper of Rs. 50/-**

**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, dumpers, tippers etc. of required capacity as per NIT either owned or through hiring.

Signature of the Bidder.

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

Seal of Notary





**PROFORMA FOR CONTRACTOR'S BID AND ACCEPTANCE OF BID CONDITIONS**

**(To be uploaded accepted by the Bidder on his letter head online during submission of bid online)**

To :

\_\_\_\_\_  
\_\_\_\_\_

Sub : BID for the Work \_\_\_\_\_

**NIT No.:**.....**dated**.....

**Tender ~~id~~ NIT No:**.....

Dear Sir,

This has reference to above referred bid. I/we have read and examined the conditions of contract, 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 28 days of issue of letter of acceptance and commence the work within 30 days of issue of letter of acceptance. In case of our failure to abide by the said provision CIL/Subsidiary 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.

Yours faithfully,

Signature of Bidder  
In case of JV, signature of all partners

**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 /ConsortiumPartner/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 fails 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.



<u>JV / CONSORTIUM Partner</u>	<u>Name</u>	<u>Position in the respective Company</u>
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M/s.....	.....	.....
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M/s.....	.....	.....
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**4) PARTICIPATION SHARE & WORK RESPONSIBILITIES.**

4.1 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)

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

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

**5) JOINT AND SEVERAL LIABILITIES.**

All partner of Joint Venture /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)**

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 P:roject 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 take part in the Bid for the said Project. Each Party further guarantee to the other party hereto that this undertaking shall also apply to its subsidiaries and companies under its direct or indirect control.

**14) MISCELLANEOUS:**

- a. Neither party of the Joint Venture /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 & Address )

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

.....

.....

(Official Seal )

(Official Seal )

Place .....  
Date .....  
Witness  
Signature .....

Place .....  
Date .....  
Witness  
Signature .....

(Name & Address )

( Name & Address )

.....

.....

**PROFORMA of BANK GUARANTEE IN LIEU OF  
BID SECURITY/EARNEST MONEY**

To

.....  
.....

Dear Sir,

1. In consideration of the notice issued by.....having its registered office at.....(hereinafter called “ the Company” which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to accept from M/s.....having its registered office at.....(herein after called ‘the said Bidder’ which expression shall unless repugnant to the subject or context includes its successors and assigns) a Bank Guarantee from a Scheduled Bank in lieu of deposit of Bid Security/Earnest Money in Bank draft amounting to Rs..... for the due fulfillment of the terms and conditions contained in the Bid No.....dated....., we.....Bank (hereinafter referred to as the Bank) having its office/Branch..... do hereby undertake to pay the company an amount not exceeding Rs.....on demand by the company, for the reason of any breach by the Bidder of any of the terms and conditions contained in the said Bids. The decision of the company as to whether any such breach having been committed by the Bidder shall be final and binding on us.
2. We.....Bank do hereby undertake to pay an amount due and payable under this guarantee without any demur merely on a demand from the company stating that the amount claimed is due from the Bidder for the reason of breach by the said Bidder of any of terms and conditions contained in the said Bid or for the reason of the Bidder failing to keep the Bid valid. Any such demand made on the Bank shall be conclusive. As regards the amount due and payable by the Bank under this Guarantee shall be restricted to an amount not exceeding.....
3. We, the said Bank further agree that the Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect till a demand or claim under this guarantee is made on us in writing on or before the.....\*\*..... We shall be discharged from all liability under this Guarantee thereafter.  
\*\* the bank shall allow guarantee up to bid validity period plus 90 days considering date of submission/revised submission or up to .....as fixed by the Notice Inviting Authority.
4. We, the said Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the company in writing and agree that any change in the constitution of the said Bidder or the Bank shall not discharge our liability hereunder.
5. 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..... payable at ranchi, Jharkhand.**

**(NIT shall specify town/city of the operative Branch. Bank Guarantee shall specify name of the branch with address of the specified town/city)”**

Signature of the authorized person For and on behalf of the Bank

**PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

To

.....  
.....

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

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

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..... payable at Ranchi Jharkhand.

(NIT shall specify town/city of the operative Branch. Bank Guarantee shall specify name of the branch with address of the specified town/city)”

NOTE:- The department shall ensure extension of guarantee period in case of extension of time.

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

To

.....

.....

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..... payable at.....

(NIT shall specify town/city of the operative Branch. Bank Guarantee shall specify name of the branch with address of the specified town/city)”

NOTE:- The department shall ensure extension of guarantee period in case of extension of time.



## PRE-CONTRACT INTEGRITY PACT

**(To be signed on Plain Paper)**

This pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the month of \_\_\_\_ 20... at .....

BETWEEN

Central coalfields Ltd. acting through.....on behalf of the Chairman and Managing Director, Central coalfields Ltd. (hereinafter called the “BUYER” 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 \_\_\_\_\_ (hereinafter called the BIDDER /SELLER 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 execute (Name of the work) and the BIDDER / SELLER is willing to offer / has offered the services and

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

NOW THEREFORE,

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

entered into with a view to:

Enabling the BUYER to complete the desired work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

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

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

### **1. Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for any advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYERS will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in

order to secure the contract or in furtherance to secure it and in particular, commit itself to the following:

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage, commission, fees, brokerage of inducement to any official of the BUYER or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with BUYER.
- 3.3 BIDDERS shall disclose the name and address of the Agents / representatives and Indian BIDDERS shall disclose their foreign principals of associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents / brokers of any other intermediary in connection with this bid / contract.
- 3.5 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payment he has made is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.6 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
- 3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8 The BIDDER shall not use improperly for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is

divulged.

3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.11 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER or alternatively, if any relative of an officers of the BUYER has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term relative for this purpose would be as defined in Section 6 of the Companies Act, 1956.

3.12 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transaction, directly or indirectly, with any employee of the BUYER.

#### 4. **Previous Transgression**

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject ,BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### 5. **Earnest Money (Security Deposit)**

5.1 While submitting commercial bid, the BIDDER shall deposit an amount..... (as specified in the NIT), as Earnest Money/Bid security with the BUYER in the mode as specified in the bid document.

5.2 The Earnest Money/ Bid security shall be valid for a period as specified in the bid document.

5.3 In case of the successful bidder a clause would also be incorporated in the Article pertaining to performance security/ bid security in the contract that the provisions of sanctions for Violation shall be applicable for forfeiture of Performance security / bid security in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for Violation of this pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money

/ Security Deposit for the period of its currency.

## 6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions wherever required.

- i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Security (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - iii) To immediately cancel the contract if already signed, without giving any compensation to the BIDDER.
- iv) To recover all sums already paid by the BUYER and in case an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii) To debar the BIDDER from participating in future bidding processes of the Govt. of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broker with a view to securing the contract.
- ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- x) Forfeiture of Performance Guarantee/ Security Deposit in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact

also on the Commission by the BIDDER or any

one employed by it or acting on its behalf, (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor (s) appointed for the purposes of this Pact.

## **7. Fall clause**

The BIDDER undertakes that it has not supplied/is not supplying similar products/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/department of the Government of India or PSU and if it is found at any stage that similar products/systems or subsystems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **8. Independent Monitors**

8.1 The BUYER has appointed independent Monitors(hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. (Name and addresses of the Monitors are listed in NIT).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions, neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all documents relating to the Project/procurement, including minutes of meeting.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project documentation. The same is applicable to

Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder / Subcontractor(s) with confidentiality.

8.7 The Buyer 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 parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

### **9. 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 Book 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.

### **10. Law and Place of Jurisdiction**

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

### **11. 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.

### **12. Validity**

12.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to five years Or the complete execution of the contract to the Satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case the BIDDER is unsuccessful, this Integrity Pact shall expire after Six (06) months from the date of the signing of the contract.

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

13. The parties hereby sign this integrity pact at \_\_\_\_ on \_\_\_\_\_ .

BUYER

BIDDER

(Name of the Officer)

Chief executive officer  
(Name of the Officer)

Designation

PSU

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

NOTE: Subject to change as approved from time to time

<b>CMF : 6.12</b>
<b>CIL LETTER OF ACCEPTANCE</b>



NO : \_\_\_\_\_ Dated \_\_\_\_\_

To : \_\_\_\_\_

Dear Sirs,

This is to inform that your Bid dated \_\_\_\_\_ for execution of the \_\_\_\_\_  
( name of the contract and identification number, as given in the Instructions to bidders ) for the  
contract Price of Rupees \_\_\_\_\_( \_\_\_\_\_ ) (amount in words and figures ), as  
corrected and modified in accordance with the Instructions to Bidders is hereby accepted.

The time of completion for the work shall be ..... days / month which shall be counted from the 30<sup>th</sup>  
day of issue of letter of acceptance or seven days after handing over of site whichever is later.

You are further advised to furnish Performance Security deposit in the form as detailed in Clause No 30  
of Instruction to Bidders for an amount of Rs. .... within 28<sup>th</sup> days of issue of this letter of  
acceptance and sign the contract failing which actions as stated in clause No. 15.5 / 29 of Instruction to  
Bidders will be taken.

You are advised to contact Area General Manager \_\_\_\_\_ Area, for detailed work order and  
execution of agreement.

You are also advised to return a copy of the letter of acceptance duly signed and sealed as a token of  
your acceptance within a week.

Yours faithfully,

Signature  
Name and Title of Signatory

This agreement, made the \_\_\_\_\_ day of \_\_\_\_\_ 200...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
  - (x) Any other document listed in the bid document/ Contract as forming part  
of the contract

IN witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written

The Common Seal of \_\_\_\_\_

was hereunto affixed in the presence of : \_\_\_\_\_

Signed, Sealed and Delivered by the said \_\_\_\_\_

\_\_\_\_\_

in the presence of : \_\_\_\_\_

Binding Signature of Employer \_\_\_\_\_

Binding Signature of the Contractor

Signature of Witness  
(Name , address & Date)

## CONDITIONS OF CONTRACT

### GENERAL TERMS AND CONDITIONS

#### 1. DEFINITIONS :

- i. The word "Company" or "Employer" or "Owner" wherever occurs in the conditions, means the..... Limited, represented at the headquarters of the Company by the..... or his authorized representative or any other officer specially deputed for the purpose.
- ii. The word "Principal Employer" wherever occurs, means the authorized representative or any other officer specially deputed by the Company for the purpose.
- iii. The word "contractor"/"contractors" wherever occurs means the successful Bidder/Bidders who has/have deposited the necessary Earnest Money and has/have been given written intimation about the acceptance of 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.
- iv. "The Site" shall mean the site of the contract work including land and any building and erections thereon and any other land allotted by the company for contractor's use.
- v. 'Accepting authority' shall mean the management of the company and includes an authorised representative of the company or any other person or body of persons empowered in this behalf by the company.
- vi. A 'Day' shall mean a day of 24 hours from midnight to midnight.
- vii. Engineer-in-Charge / designated Officer Incharge 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 Incharge for the awarded work will be the Area CGM / Area GM of the concerned Area / Project.

- viii. The 'contract' shall mean the notice inviting Bid, the Bid as accepted by the company and the formal agreement executed between the company and the contractor together with the documents referred to therein including work order, general terms and conditions, special terms and conditions, Additional terms and conditions etc., if any, schedule of quantities with rates and amounts, Schedule of work.
- ix. The 'works' shall mean the works required to be executed in accordance with the contract or parts thereof as the case may be and shall include all extra or additional or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- x. 'Schedule of Rates' referred to in these conditions shall mean the standard schedule of rates prescribed by the company and the amendments issued from time to time.
- xi. 'Contract price' shall mean
  - (a) in the case of lump sum contracts the total sum for which Bid is accepted by the company.
  - (b) in the case of other types of contracts the total sum arrived at based on the individual rates quoted by the Bidder for the various items shown in the 'Bill of quantities' of the Bid documents as accepted by the company with or without any alteration as the case may be.
- xii. 'Written notice' shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the Corporation/Company for whom it is 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.

## 2. **CONTRACT DOCUMENT:**

The following documents shall constitute the contract documents:

- I. Articles of Agreement,
- II. Notice Inviting Bid and Instruction to bidders,
- III. Letter of Acceptance of Bid indicating deviations, if any, from the conditions of contract incorporated in the Bid/Bid document.
- IV. Conditions of contract, including general terms and conditions, special notes and additional terms and conditions, special terms and conditions, Vocational Training & Safety Norms etc. forming part of the bid document,
- V. Integrity Pact, if applicable
- VI. Scope of work/Bill of Quantity and
- VII. Finalised work programme.

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

2.2 None of these documents shall be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

## 3. **DISCREPANCIES AND ADJUSTMENTS THEREOF:**

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

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

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

3.3 Any difference detected in the Bid/Bids submitted, resulting from:

- i) Discrepancy between description in words and figures the rate which corresponds to the words quoted by the contractor shall be taken as correct.
- ii) 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.
- iii) Discrepancy in totaling or carry forwards in the amount quoted by the contractor shall be corrected.

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

#### 4. PERFORMANCE SECURITY/SECURITY DEPOSIT

4.1 Security Deposit shall consist of two parts:

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

The security deposit shall bear no interest.

4.2 Performance Security(first part of security deposit) should be 5% of annualized value of contract amount and should be submitted within 28 days of issue 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 Area or branch at Ranchi.
  - - 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 Central coalfields Ltd on any Scheduled Bank payable at its Branch at.....

The Earnest Money/Bid Security deposited in the form of Bank Guarantee shall be duly discharged and returned to the contractor after the bidder has furnished requisite performance security. The Earnest Money/Bid Security deposited in the form of Demand draft may be adjusted against the security deposit (Performance Security) on bidder's acceptance.

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.

Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security.

Additionally the company reserves the right to debar such defaulting bidder from participating in future bids for a minimum period of 12(twelve) months.

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

The Retention Money amount may be refunded against equivalent Bank Guarantee, in the form given in the bid document only for values above Rs. 25 lakhs. The validity of the Bank Guarantee shall be for 270 days beyond the period of contract or extended period of contract, if any.

4.4 **Refund of Security Deposit :**

The refund of security deposit shall be subject to company's right to deduct/appropriate its dues against the contractor under this contract or under any other contract. On completion of the work and certified as such by the Engineer-in-charge, the security deposit remaining with the company shall be refunded.

Performance Security (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 180 days of the completion of the work.

#### **4.5 Additional performance security:**

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

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

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.

#### **5. DEVIATIONS/VARIATIONS IN QUANTITIES:**

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

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

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

5.2 If the additional or altered work includes any class of work for which no rate/rates is/are specified in the contract, rates for such items shall be determined by the Engineer-in-charge as follows:

a. the rate shall be derived from the rate/rates for similar or near similar class of work as is/are specified in the contract, failing which

b. the rates shall be derived from the company's prescribed schedule of rates based on which the estimate for tendered work has been prepared plus or minus the percentage by which the tendered amount for the whole work quoted by the contractor is above or below the estimated amount as per the Bid documents, failing which

c. the rate shall be derived from contractor's rate claimed for such class of work supported by analysis of the rate/rates claimed by the contractor. The rate to be determined by the Engineer-in-charge as may be considered reasonable taking into account percentage of profit and overhead not exceeding fifteen percent or on the basis of market rates, if any, prevailing at the time when work was done.

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

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

5.3 Alterations in the quantities shall not be considered as a change in the conditions of the contract nor invalidate any of the provision thereof provided that a revised work order for the item/items involved is issued. Such alterations shall need appropriate approval.

5.4 The time for completion of the originally contracted work shall be extended by the company in the proportion that the additional work (in value) bears to the original contracted work (in value) as may be assessed and certified by the Engineer-in-charge.

The validity of the Bank Guarantee, if submitted by the contractor, in lieu of performance security / security deposit shall be extended in pursuant to Clause Nos. 4.2 & 4.3 taking into consideration the period of extension.

5.5 The company through its Engineer-in-charge or his representative, on behalf of the company, shall have power to omit any part of the work for any reason and the contractor shall be bound to carry out the work in accordance with the instruction given by the Engineer-in-charge. No claim for extra charges/damages shall be made by the contractor on these grounds.

5.6 In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope and nature of the contract, the contractor shall under no circumstances suspend the work, either original or altered or substituted, and the dispute/disagreement as to the nature of deviation or the rate/rates to be paid thereof shall be resolved separately with the company.

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

Immediately after the contract is concluded the Engineer-in-charge and the contractor shall agree upon time and progress chart prepared on the basis of a work schedule to be submitted by the contractor showing the order in which the work is proposed to be carried out within the time specified in the contract documents. For the purpose of this time and progress chart, the work shall be deemed to have commenced on the expiry of 30 (thirty) days from the issue of letter of acceptance or one week from the



date of handing over the site of work whichever is later. However, preparatory works shall be started from 10th day of issue of LOA.

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

In addition, the department shall be at liberty to debar the selected bidder from participating in future Bids for at least 12 months.

6.2 In the event of the contractor's failure to comply with the required progress in terms of the agreed time and progress chart or to complete the work and clear the site on or before the date of completion of contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, shall become liable to pay for liquidated damage as under :

If the progress of work during the calendar month is less than the stipulated quantity indicated in the agreed work schedule/tender notice (quantity-wise), penalty as detailed below will be levied.

i) If the progress of work executed during the calendar month is less than 100% and more than 80% of agreed work schedule (quantity-wise), amount withheld shall be equal to 10% of the contract value of the short fall in work.

ii) If the progress of work executed during the calendar month is up to 80% of agreed work schedule (quantity-wise), amount withheld shall be equal to 20% of contract value of the short fall in work.

Amount for shortfall in quantity will be calculated every month and withheld. The contractor shall be allowed to make up the shortfall within the financial year. Once the shortfall is fully made up within the financial year the withheld amount will be released. However, if shortfall is not made up within the financial year, withheld amount shall be converted into penalty.

Where contract closes before completion of financial year, shortfall is to be made up within the contract period only.

iii) The aggregate of the penalties so levied shall not exceed -

a) 10% of the annualized contract value *in a year for contracts of duration more than 1 year* and

b) 10% of the total contract value / revised contract value, whichever is less, for the entire contracted work.

6.3 The company may waive the payment of compensation, depending upon merit of the case, on request received from the contractor if the entire work is completed within the date as specified in the contract or as validly extended without stipulating any penalty.

6.4 **Extension of date of completion** - on happening of any events causing delay as stated here under, the contractor shall intimate immediately in writing the Engineer-in-charge:

- a. abnormally bad weather
- b. serious loss or damage by fire
- c. civil commotion, strikes or lockouts affecting any of the trades employed

on the work

- d. delay on the part of the contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work
- e. any other causes which, at the sole discretion of the company is beyond the control of the contractor.

"Hindrance Register" should be maintained for recording the hindrances.

The contractor may request the company in writing for extension of time within 14 days of happening of such event causing delay stating also, if practicable, the period for which extension is desired. The company may, considering the eligibility of the request, give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor in writing by the company through the Engineer-in-charge within 1 month of the date of receipt of such request.

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

6.5 Provisional extension of time may also be granted by the Engineer in Charge during the course of execution, on written request for extension of time within 15 (fifteen) days of happening of such events as stated above, reserving the company's right to impose/ waive penalty at the time of granting final extension of time as per contract agreement.

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

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

In case the Contractor does not apply for grant of extension of time within 15 (fifteen) days of hindrance occurring in execution of the work and the Company wants to continue with the work beyond the stipulated date of completion for reason of the work having been hindered, the Engineer-in-charge at his sole discretion can grant provisional extension of time even in the absence of application from the Contractor. Such extension of time granted by the Engineer-in-charge is valid provided the Contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to Company's right to levy compensation under the relevant clause of contract.

6.7 (a) The successful bidder/ contractor will advise, in the event of his having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over one month, if arising out of Force Majeure, the contract may be terminated at the discretion of the company.

(b) For delays arising out of Force Majeure, the bidder/ contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither company nor the bidder shall be liable to pay extra costs (like increase in rates, remobilization advance, idle charges for labour and machinery etc.) Provided it is mutually established that the Force Majeure conditions did actually exist.

6.8 Whenever time extension is given to the contractor for reasons for delay solely attributed to the company, Price variation may have to be allowed depending on the conditions of the contract. In order to determine the above, a hindrance register will be maintained which will be jointly signed by both the

parties at the time of periodical review meetings to be held at least once in a month by the Engineer-in-Charge / Designated Officer-in-charge whose decision in this cases will be final. The delays will be determined solely on the basis of this register, and that any refusal on the part of the contractor to sign the register would mean that the delay, if it occurs will be solely attributed to him.

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

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

#### **7. QUALITY ASSURANCE:**

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

#### **8. MEASUREMENT AND PAYMENT:**

Except where any general or detailed description of the work in quantities provides otherwise, measurements of work done shall be taken in accordance with "New Code for Uniform System of Maintenance, Control and Verification of Coal Stock in all mines of CIL" and the relevant standard method of measurement as applicable to the schedule of quantities/schedule of work /specification to the contract. In the case of items not covered by any of the aforesaid contract documents, measurement shall be taken in accordance with the relevant standard method of measurement issued by the Indian Standard Institution.

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

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

8.3 Before taking measurements of any work, the Engineer-in-charge or the person deputed by him for the purpose shall intimate the contractor to attend or to send his representative to attend the measurement. Every measurement thus taken shall be signed and dated by both the parties on the site on completion of the measurement.

If the contractor objects to any of measurements, a note to that effect shall be made in the Measurement Book /Log Book and signed and dated by both the parties.

8.4 In the event of failure on the part of contractor to attend or to send his authorized representative to attend the measurement after receiving the intimation, or to countersign or to record objection within a week from the date of the measurement, the measurement taken by the Engineer-in-charge or by his authorized representative shall be taken to be the correct measurement of the work done.

8.5 Payment on Account - The contractor shall submit interim bill/bills for the work carried out/materials provided in accordance with the contract. The Engineer-in-charge shall then arrange for verification of the bill/bills with reference to the measurements taken or to be taken or any other records relevant for the purpose.

8.6 Payment on account shall be made on the Engineer-in-charge certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed as covered by the bill/bills after deducting the amount already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the contract.

8.7 Payment for excess quantity of work done with the written instruction of Engineer-in-Charge for items already appearing in the Bill of Quantities of the work with approved rate will be made in the following manner –

- i) Upto 20% of the quantities provided in the agreement/deviated agreement (interim revision) with the approval of GM area for works awarded beyond the power of delegation of G.M.
- ii) More than 20% of the quantities provided in the agreement/deviated agreement (interim revision) with the approval of approving authority. Where board is the approving authority with approval of C.M.D. of the subsidiary.

However, the above shall be applicable only when the overall executed value of the work remains within the agreement value / approved deviated value (interim revision), if any.

8.8 Payment of deviated items (additional/ altered items of work beyond the agreement schedule) shall be made in the contractors running on account bills, till the deviated estimate / revised estimate regularizing these items are sanctioned by the competent authority of the company, at the provisional rates and shall not exceed :

a) 75% of the rate recommended by the Engineer-in-Charge to the accepting authority of the company if the rate is available in the SOR of the company/rate is derived from available rate of BOQ.

b) 50% of the rate recommended by the Engineer-in-Charge to the accepting authority of the company, if the rate is analysed based on prevalent market rates considering materials, consumables, hiring charges and labour etc.

However, overall payment including deviated items shall not exceed, approved amount / deviated approved amount for the work and also shall not exceed 10% of the contract value.

8.9 Any certificate given by the Engineer-in-charge for the purpose of payment of interim bill/bills shall not of itself be conclusive evidence that any work/materials to which it relates is/are in accordance with the contract and may be modified or corrected by the Engineer-in-charge by any subsequent certificate or by the final certificate.

8.10 The company reserves the right to recover/enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the contractor are the subject matter of arbitration or not. The amount of such overpayments may be recovered from the subsequent bills under the contract, failing that from contractor's claim under any

other contract with the company or from the contractor's security deposit or the contractor shall pay the amount of overpayment on demand.

8.11 Amount payable/repayable for any subsequent change in the Tax/ Sales Tax on Works Contract will be made to/ from the Contractors after departmental verification of such changes of tax law issued by Statutory authority.

**9. TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT :**

The company shall, in addition to other remedial steps to be taken as provided in the Conditions of contract, be entitled to cancel the contract in full or in part, if the contractor

- a. makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer-in-charge, then on the expiry of the period as specified in the notice  
Or
- b. fails to achieve a monthly agreed quantity of 75%(Seventy five 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.  
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. Obtain 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 the whole contract or portion of it in default.

9.1 The contract shall stand terminated under the following circumstances:

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

purpose of amalgamation or re-organization, or a receiver or manager is appointed by the court on the application by the debenture holders of the company, if any.

c. If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 days.

d. On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to legal representative or to the partnership concern.

9.2 On cancellation of the contract or on termination of the contract, the Engineer-in-charge shall have powers:

a. To take possession of the site and carry out balance work through any other agency.

b. To give the contractor or his representative of the work 7 (seven) days notice in writing for taking final measurement for the works executed till the date of cancellation or termination of the contract. The Engineer-in-Charge shall fix the time for taking such final measurement and intimate the contractor in writing. The final measurement shall be carried out at the said appointed time notwithstanding whether the contractor is present or not. Any claim as regards measurement which the contractor is to make shall be made in writing within 7 (seven) days of taking final measurement by Engineer-In-charge as aforesaid and if no such claim is received, the contractor shall be deemed to have waived all claims regarding above measurements and any claim made thereafter shall not be entertained.

c. After giving notice to the contractor to measure up the work of the contractor and to take such whole or the balance or part thereof, as shall be unexecuted out of his hands and to give it to another contractor or take up departmentally, to complete the work. The contractor whose contract is terminated shall not be allowed to participate in future bidding for period of minimum twelve months.

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 and retention money and additional performance security, if any, at disposal of the employer.

Or

ii) 20% of value of incomplete work. The value of the incomplete work shall be calculated for the items and quantities remaining incomplete (as per provision of agreement) at the agreement rates including price variation as applicable on the date, when notice in writing for termination of work was issued to the contractor.

It is being clarified that the above liability is over and above the penalties payable by the contractor on account of shortfall in quantities as per provision of clause 6.

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

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

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

9.3 Suspension of work - The company shall have power to suspend the progress of the work any part thereof and the Engineer-in-charge may direct the contractor in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the contractor, or for proper execution of the work for reasons other than any default on the part of the contractor, or on ground of safety of the work or part thereof. In the event of suspension for reason other than any default on the part of the contractor, extension of time shall be allowed by the company equal to the period of such suspension.

9.4 Foreclosure of contract in full or in part - If at any time after acceptance of the Bid, the company decides to abandon or reduce the scope of the work for any reason whatsoever the company, through its 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

a) to pay the contractor at the contract rates full amount for works executed and measured at site up to the date of such abandonment/reduction in the work.

The contractor shall, if required by the Engineer-in-charge, furnish to him books of accounts, papers, and 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.

EMP & Forest clearance shall be the responsibility of the Company. In absence of Environmental & forest clearance of any part of the working site, the work will be stopped & contract will be closed without any liability on the part of Company other than as mentioned at 9.4 above.

## 10. **CARRYING OUT PART WORK AT RISK & COST OF CONTRACTOR.**

10.1 If the progress of the work or of any portion of the work is unsatisfactory, the Engineer-in-Charge, after giving the contractor 15 days' notice in writing, without cancelling or terminating the contract, shall be entitled to employ another Agency for executing the job or to carry out the work departmentally or contractually through tendering / limited tendering process, either wholly or partly, debiting the contractor with cost involved in engaging another Agency or with the cost of labour and the prices of materials, as the case may be. The certificate to be issued by the Engineer-in-Charge for the cost of the work so done shall be final and conclusive and the extra cost, if any, shall be borne by the contractor. However, when this clause is invoked, any other penalty will not be applicable other than on account of shortfall in quantities as per clause 6.2.

The value of the work taken away shall be calculated for the items and quantities taken away at the agreement rates including price variation as applicable on the date, when notice in writing for taking

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

If the expenses incurred by the department is less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

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.

#### 11. **COMPLETION CERTIFICATE/ DEFECT LIABILITY CERTIFICATE** :

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

#### 12. **RESPONSIBILITIES OF THE CONTRACTOR**

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

ii. The contractor/contractors shall employ only competent, skillful and orderly men to do the work. The Engineer-in-charge shall have the right to ask the contractor/contractors to remove from the work site any men of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within three hours of such orders.

iii. Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety required or recommendation by all applicable laws, codes, statutes and regulations will be observed. In case of accidents, he/they shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force, and shall indemnify the company against any claim on this account.

The contractor/contractors shall at all times exercise reasonable precautions for the safety of employees in the performance of his/their contract and shall comply with all applicable provisions of the safety laws drawn up by the State or Central Government or Municipalities and other authorities in India. The contractor/contractors shall comply with the provision of the safety hand book as approved and amended from time to time by the Government of India.

iv. The contractor/contractors shall 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.

v. Building for the sanitary necessities of all persons employed on the work shall be constructed and maintained in the number, manner and place approved or ordered by the Engineer-in-charge. The contractor shall vigorously prohibit committing of nuisance at any other place. Cost of all works under these items shall be covered by the contractor's/contractors' quoted rates.



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

Vii All duties, taxes (excluding Service Tax only) and other levies payable by the 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. 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 in the Price bid.

The item wise rate quoted shall be exclusive of service tax. Service tax will be paid extra, if payable. Payment of service tax by the service availer (i.e. CIL/Subsidiary), to the service provider would be made only on the later submitting a Bill and Invoice in accordance with the provision of relevant service tax rules. CENVAT credit is to be availed by paying authority as per rule.

Payment of service tax is the responsibility of the service provider.

viii The company reserves the right to deduct/ withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.

ix. The contractor/contractors shall make his/their own arrangement for all equipment, dumpers, materials, consumables (excluding explosives to be issued free of cost), tools, staff and labour required for the contract, which shall include cost of lead, lift, loading, unloading, railway freight, recruiting expenses and any other charges for the completion of the work to the entire satisfaction of the company.

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

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

x. No sub-letting of the work as a whole by the contractor is permissible. Prior permission is required to be taken from the principle employer for engagement of sub-contractors in hiring equipment contract for part work / piece rated work.

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

The execution of work shall be done by deploying machines / equipment through only regular employees of the contractor. The contractor shall also comply with statutory requirements under CL(R&A) Act and also obtain labour license.

The contractor shall not engage any person of less than 18 year age or females during night hours as required by relevant law.

The contractor/contractors shall not pay less than the wages fixed (notified and prevalent during 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.

The contractor shall make payment to his employees at the place(s) specified by the General Manager/Project officer and in the presence of company's authorized representative, who shall duly witness all payments by the contractor to his employees. For this purpose, the contractor shall notify the wage period(s), day/date and time of payment.

The payment of wages to the workers should be made through Bank.

The Contractor/ Contractors shall make necessary payment of the Provident Fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and Allied Schemes and Miscellaneous Provisions Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be. The Contractor shall regularly deposit the contribution in accordance with such scheme. The company shall have no liability whatsoever in this regard.

The contractor shall arrange treatment facilities to contractor's workers. However, treatment facilities, as available at company's hospital and dispensary shall be provided to contractors' workers, in case contractor wants to avail it. The treatment facility at company's Hospitals / Dispensary shall be free of cost, but to the extent of available medicines, pathological examination and other surgical treatment. Such facilities shall not be applicable to worker's spouse or dependent.

The contractor should issue Identity Card to the workmen deployed by them with photograph duly attested by him which the employee shall always carry with him while on work and produce for Inspection whenever required.

The contractor shall familiarize himself and fully comply with the provisions of all the Acts/Rules/Regulations/Bye-laws and orders of the Local authority / Municipality /State Govt./ Central Govt. applicable to the worker. Mines Act, Payment of Wages Act, Motor Vehicle Act, Workmen's Compensation Act, Labour Laws, Insurance etc. and shall be fully responsible and liable for the due observance of the same. The company shall have no responsibility / liability whatsoever on these accounts. The contractor shall fully indemnify the Company against any claim/dispute/reference Award, etc. arising out of the same.

The contractor shall make timely payment of all salary /wages/ dues to his employees and shall also provide all benefits to his employees as per various Acts/ Rules, Regulation, Orders applicable to the work e.g bonus under Coal Mines Bonus Scheme and Payment of Bonus Act, Sunday Wages, Overtime, Holiday Wages, Leave Wages, Sick Leave etc.

The contractor shall prepare the wages sheet for his employees in duplicate, a copy of which shall be regularly submitted to the Engineer-in- charge of the project.

The responsibility of the contractor in respect of all payments to his employees will be complete and absolute. The Company shall have no liability whatsoever in this regard and shall be fully indemnified by the Contractor against any claim arising out of any non-payment / short payment / dispute/ award.

In case any accident occurs or any injury is caused to any employee of the Company by the vehicles/equipments of the contractors or by any act of omission/ commission on the part of the contractor's representative/ employees, the compensation for the same, as provided in law or as assessed by the company shall be recovered from the contractor along with the costs and expenses incurred by the company on the same.

xii) 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.

xiii) All accounts shall be maintained in English and the company shall have the right of access and inspection of all such books of accounts etc. relating to payment of labourer considered necessary and the company may arrange for witnessing the payment to the labourer by its representatives.

xiv) Insurance - The contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for reasons which are beyond control of the contractor or act of God, e.g. flood, riots, war, earthquake, etc.) and shall at his own cost repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the contract and instructions of the Engineer-in-charge, if any :

- a. The contractor shall at all times during the pendency of the contract indemnify the company against all claims, damages or compensation under the provisions of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.
- b. The contractor shall ensure that the insurance policy/policies are kept alive till full expiry of the contract by timely payment of premiums and shall not be cancelled without the approval of the company and a provision is made to this effect in all the policies, and similar insurance policies are also taken by his sub-contractors if any. The cost of premiums shall be borne by the contractor and it shall be deemed to have been included in the quoted rate.
- c. In the event of contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the contractor is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due by the contractor.

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

xv) **ACCOMMODATION, SITE OFFICE, ELECTRICITY, WATER ETC.**

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

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

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

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

- c. It will be the responsibility of contractor, to whom the work would be allotted, for making other arrangements at their own cost.

- d. Electric power, if available, may be made available for the work by the employer at one point within the site or near the site on conditions as specified:

The contractor shall arrange at his own cost necessary cabling/wiring, switch board, switch gear etc and shall be responsible for the safe maintenance.

Distribution arrangement shall be done by the contractor at his cost as per approved layout. Distribution arrangement shall be shifted and rerouted at the contractor's cost during execution of work, if same is required for continuation of work or for any unforeseen reason.

The contractor shall install metering devices for recording of energy consumption. Tariff will be deducted as per Company rules. No extra payment will be made and no extension of time period will be allowed on account of power failure or delay in providing of power due to non-availability of such facility near the site. No idle wages will also be allowed on this ground.

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

The contractor shall employ certified and licensed electrician for carrying out the work and its maintenance.

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

### 13. **SETTLEMENT OF DISPUTES**

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

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

Effort shall be made to resolve the dispute in two stages

In first stage dispute shall be referred to Area CGM,GM. 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 company.

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 in the Court of Law.

**SPECIAL TERMS & CONDITIONS FOR HIRING CONTRACTS**  
**EXCAVATION AND REMOVAL OF OVERBURDEN.**

1.00 The contractor, before starting the work, shall furnish to the General Manager/ Project Officer /Engineer-in-Charge the list of equipment e.g. Excavator / Pay loaders / drills / surface miner/ tippers/ dumpers / light motor vehicles etc. as prescribed in the NIT proposed to be deployed for the work, with the related papers of registration, fitness certificate, permits, licenses, Insurance, driving licenses etc. for inspection. No equipment shall be deployed for the work without the approval of the Project Officer/ General Manager/ Engineer-in-Charge.

2.00 The equipment/dumpers deployed in any other project of the company or any project of any subsidiary of Coal India Limited, shall not be diverted for the work without the approval of the company. Similarly, the equipment / dumpers deployed for the work shall not be diverted to any other project without the approval of the General Manager / Engineer-in-Charge.

3.01 The contractor shall deploy adequate number of matching equipment at least as per NIT for the satisfactory execution of the work.

3.02 Only tipping trucks/dumpers with mechanical unloading arrangements shall be deployed by the contractor and in no case "Dala" trucks shall be deployed or permitted to be deployed for the work.

3.03 Only equipment as elaborated above, in good and safe condition having valid fitness certificate permits/ licenses etc. (wherever applicable) and in respect of which the required taxes/ fees have been deposited and which are properly covered by insurance, shall be deployed for the work.

The company shall have the right to inspect or arrange inspection of the vehicles/ equipment deployed by the contractor for the work at any time and declare any vehicle/ equipment unsafe and ask for its immediate withdrawal from the site/ operation. The contractor shall ensure prompt/ immediate compliance of the same.

3.04 The contractor shall at his own cost, arrange for regular checking/ maintenance/ repair of the tipping trucks/ equipment and keep them in good and safe conditions at all times.

Proper records of such checking/ maintenance/ repair shall be maintained in a Log Book kept on the equipment /vehicle for the purpose, which shall be readily available for inspection whenever required.

3.05 Only experienced, skilled and disciplined operators / drivers of sound health, good behavior and antecedents having valid and requisite driving/statutory license shall be deployed by the contractor for operating the equipment/ driving dumpers deployed for the work.

In no case any unauthorized driver of the tipping trucks or operator of pay loaders/ equipment shall be permitted by the contractor.

The Contractor shall post adequate number of competent, experienced, skilled and disciplined persons having good antecedents for satisfactory execution of the work. A list of all such persons shall be kept in the office of the contractor and a copy of the same shall be furnished to the General Manager/Project Officer as and when required. All these persons shall be regular employees and under direct administrative control of the contractor and the management shall have no responsibility/ liability whatsoever in this regard.

3.06 The tare-weight, gross weight, maximum carrying capacity of the tipping truck/dumper and the dimensions of the body of the truck/dumper shall be clearly indicated on the body of each dumper deployed for the work and maintained in good legible condition, at all times.

3.07 No addition or alteration to the size of the body or any such tipping truck/dumper shall be carried out, without prior approval of the Project Officer/ General Manager.

The truck/dumper shall be loaded only up to the maximum carrying capacity and shall not be overloaded under any circumstances.

4.00 No manual workers shall be engaged by the contractor for loading/ unloading of the truck/dumper, under any circumstances whatsoever.

5.00 The contractor shall bring/ take back and arrange for the transportation of the dumper/truck/ equipment/ men and materials required for the work at his own cost.

6.00 Contractor's dumper/tipping truck should ply only on specified routes/ roads. In case, plying of the dumper/tipping truck on any other route/ road become necessary, due to any reason, prior approval for the same shall be taken by the contractor from the Project Officer/ General Manager. In case of violation of this provision penalty may be imposed on the contractor and/ or the contract terminated.

7.00 The work shall be executed round the clock or during specified period on all the days of week as directed by the Project Officer/ General Manager and the contractor shall be obliged to comply with the same.

8.00 The contractor shall not have any claim whatsoever for the idleness of his equipment / dumpers due to non-availability of working site or any dislocation enroute and / or for any other reason.

9.00 The contractor shall maintain proper records in English/ Hindi of the trucks/ equipment/ persons, etc. deployed for the work, work done, daily attendance of the employees, payment to the employees etc. and the Company shall have the right of access to and inspection of these records or to call for any or all these records or ask the contractor to submit such reports as it considers necessary and the contractor shall be bound to comply with such instructions.

10.00 The Company shall have no responsibility/ liability whatsoever for any accident/ damage to the contractor's vehicle/ equipment in transit or while engaged in the work.

11.00 If the Company suffers any loss on account of suspension of production or idleness of its equipment/ employees or on any other account or damage to its property, due to any failure on the part of the contractor or due to any act of omissions or commission on the part of his representative/ employees or from the trucks/ equipment of the contractor, the value of the same as assessed by the Company, shall be recovered from the contractor's bill/ security deposit. The decision of the company in this regard shall be final and binding on the contractor.

12.00 The monthly rate of removal of OB shall be as per removal schedule of the agreement. However, the Engineer-in-charge (GM/Project officer) may call upon the contractor, for a limited period, to increase monthly rate of removal up to +20%. The contractor shall make necessary arrangement for the increased rate of removal and no claim shall lie against the company on account of such increase ordered.

In case of exigencies the Engineer-in-charge may call upon the contractor, for a limited period, to increase monthly removal of OB to a further higher range(mutually agreed), and no claim whatsoever shall lie against company on account of such variation ordered.

13.00 In case a contractor fails to deploy adequate number of equipment/dumpers, the company may, without any reference to the contractor, deploy its own equipment/dumpers and or make alternative arrangements. The extra expenditure incurred by the company for such use of company's equipment or for making alternative arrangements shall be recovered from the contractor.

14.00 The contractor shall provide foot-wears, DGMS approved helmets, dust musk florescent jacket, safety appliances and other protective equipment to his employees as provided in the law, at his own cost. In case of failure on the part of the contractor to provide these Protective equipment, the company may provide the same to the employees at the cost of the contractor.

15.00 Attested photocopy of Driving License of all contractor's drivers / operators shall be deposited with the company.

16.00 Materials obtained from excavation: Material of any kind obtained from excavation on the site shall remain the property of the company.

All fossils, coins, articles of value or antiquity, structure and other remains or things of Geological or Archaeological interest, discovered on the site shall be the absolute property of the company. The contractor shall immediately upon discovery thereof, and, before removal inform the Engineer-in-charge.

17.00. The contractor will attend site co-ordination meeting as fixed by the Engineer-in-charge from time to time to discuss all issues related to works in general and progress in particular. A site order book shall be kept at the site of work as far as possible, all orders regarding are to be entered in this book. All the entries shall be signed by the Engineer or his representative and contractor or his representative. The site order book shall not be removed from the work site and contractor or his representative shall be bound to take note of all instructions and directions meant for the contractor.

18.00 **Income Tax deduction will be regulated as per IT Act 1961.**

19.00 PAYMENT OF PRICE VARIATION: if the price of diesel, and 'other components' (wages, consumables, spares, tyres) increases or decreases, the contractor shall be compensated for such increase or recoveries shall be made from the dues of the contractor for such decrease as per

provisions detailed below (for the relevant period) and the amount of the contract shall accordingly be varied, subject to the condition that such compensation/ recoveries for variation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of the contract without any penal action. If the contract is to be extended beyond the stipulated period for completion of the work due to fault on the part of the contractor, escalation on prices should not be allowed further. However, during the extended period(beyond the stipulated period) of work due to fault on the part of contractor, recoveries shall be effected as per applicable price variation clause.

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

19.01 Where the contract period is more than 6 months, compensation/ recovery for price variation will be effected.

19.02 The base date for working out such price variation shall be the last date on which Bids were stipulated to be received.

The compensation of Price variation shall be worked out at quarterly intervals and shall be with respect to the work done during the previous three months. The first such payment shall be made at the end of three months after the month (excluding) in which the tender was accepted and thereafter at three months' interval.

19.03 The contractor shall submit certified copy of price of Diesel from retail outlet of IOC / BP etc. nearest to the worksite, which shall be basis for payment of diesel escalation.

19.04 Price Variation for excavation cum removal/Transportation of OB by conventional Mining-composite work.

#### 19.04.1 **Price Variation on account of Diesel**

##### **(Excavation cum removal/Transportation of OB)**

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

$$\text{Diesel Price Variation compensation/recovery in Rs./Cu.M} = R \times C \times \frac{D1-D0}{D0}$$

Where,

R = Awarded Rate in Rs./Cu.M forexcavation cum removal/Transportation of OB (including drilling)(First Dig or Loose Dumped).

C = 0.30 for Diesel component expressed as percentage of total value of work

D0 = Base Price of Diesel corresponding to the last date of submission of Bid.

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



19.04.2 **Price Variation on account of 'other components' (wages, consumables, spares, tyres etc.)**

The compensation/recovery for escalation/de-escalation of 'other components' will be governed by the following formula.

i) Other components Price Variation compensation/recovery in Rs./Cu.M =  $R \times C \times \frac{W1-W0}{W0}$

Where,

R = Awarded Rate in Rs./Cu.M for excavation cum Removal/Transportation of OB (including drilling) (First Dig or Loose Dumped).

C = 0.10 for 'other components' expressed as percentage of total value of work

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

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

AND

ii) Other components Price Variation compensation/recovery in Rs./Cu.M =  $R \times C \times \frac{M1-M0}{M0}$

Where,

R = Awarded Rate in Rs./Cu.M for excavation cum Removal/Transportation of OB (including drilling) (First Dig or Loose Dumped).

C = 0.15 for 'other components' expressed as percentage of total value of work

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

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

## **SPECIALTERMS & CONDITIONS FOR HIRING CONTRACTS**

### **EXCAVATION, REMOVAL OF OVERBURDEN, EXTRACTION OF COAL AND TRANSPORTATION.**

1.00 The contractor, before starting the work, shall furnish to the General Manager/ Project Officer /Engineer-in-Charge the list of equipment e.g. Excavator / Pay loaders / drills / surface miner/ tippers/ dumpers / light motor vehicle etc. as prescribed in the NIT proposed to be deployed for the work, with the related papers of registration, fitness certificate, permits, licenses, Insurance, driving licenses etc. for inspection. No equipment/dumpers shall be deployed for the work without the approval of the Project Officer/ General Manager/ Engineer-in-Charge.

2.00 The equipment/dumpers deployed in any other project of the company or any project of any subsidiary of Coal India Limited, shall not be diverted for the work without the approval of the company. Similarly, the equipment / dumpers deployed for the work shall not be diverted to any other project without the approval of the General Manager / Engineer-in-Charge.

3.01 The contractor shall deploy adequate number of matching equipment/dumpers at least as per NIT for the satisfactory execution of the work.

3.02 Only tipping trucks with mechanical unloading arrangements shall be deployed by the contractor and in no case "Dala" trucks shall be deployed or permitted to be deployed for the work.

3.03 Only equipment, as elaborated above, in good and safe condition having valid fitness certificate permits/ licenses etc. (wherever applicable) and in respect of which the required taxes/ fees have been deposited and which are properly covered by insurance, shall be deployed for the work.

The company shall have the right to inspect or arrange inspection of the vehicles/ equipment deployed by the contractor for the work at any time and declare any vehicle/ equipment unsafe and ask for its immediate withdrawal from the site/ operation. The contractor shall ensure prompt/ immediate compliance of the same.

3.04 The contractor shall at his own cost, arrange for regular checking/ maintenance/ repair of the tipping trucks/ equipment and keep them in good and safe conditions at all times.

Proper records of such checking/ maintenance/ repair shall be maintained in a Log Book kept on the equipment / vehicle for the purpose, which shall be readily available for inspection whenever required.

3.05 Only experienced, skilled and disciplined operators / drivers of sound health, good behavior and antecedents having valid and requisite driving/statutory license shall be deployed by the contractor for operating the equipment/ driving dumpers deployed for the work.

In no case any unauthorized driver of the tipping trucks or operator of pay loaders/ equipment shall be permitted by the contractor.

The Contractor shall post adequate number of competent, experienced, skilled and disciplined persons having good antecedents for satisfactory execution of the work. A list of all such persons shall be kept in the office of the contractor and a copy of the same shall be furnished to the General Manager/Project Officer as and when required. All these persons shall be in the regular employees and under direct administrative control of the contractor and the management shall have no responsibility/ liability whatsoever in this regard.

3.06 The tare-weight, gross weight, maximum carrying capacity of the dumper / tipping truck and the dimensions of the body of the dumper / tipping truck shall be clearly indicated on the body of each dumpers deployed for the work and maintained in good legible condition, at all times.

3.07 No addition or alteration to the size of the body or any such dumper / tipping truck shall be carried out, without prior approval of the Project Officer/ General Manager. The dumper / tipping truck shall be loaded only up to the maximum carrying capacity and shall not be overloaded under any circumstances.

4.00 No manual workers shall be engaged by the contractor for loading/ unloading of the dumper / tipping truck or loading of wagons, under any circumstances whatsoever.

5.00 The contractor shall bring/ take back and arrange for the transportation of the dumper / tipping truck / equipment/ men and materials required for the work at his own cost.

6.00 Contractor's dumper / tipping truck should ply only on specified routes/ roads. In case, plying of the dumper / tipping truck on any other route/ road become necessary, due to any reason, prior approval for the same shall be taken by the contractor from the Project Officer/ General Manager. In case of violation of this provision penalty may be imposed on the contractor and/ or the contract terminated.

7.00 The work shall be executed round the clock or during specified period on all the days of week as directed by the Project Officer/ General Manager and the contractor shall be obliged to comply with the same.

8.00 The contractor shall not have any claim whatsoever for the idleness of his equipment / dumpers due to non-availability of working site or any dislocation enroute and / or for any other reason.

9.00 The contractor shall maintain proper records in English/ Hindi of the trucks/ equipment/ persons, etc. deployed for the work, work done, daily attendance of the employees, payment to the employees etc. and the Company shall have the right of access to and inspection of these records or to call for any or all these records or ask the contractor to submit such reports as it considers necessary and the contractor shall be bound to comply with such instructions.

10.00 The Company shall have no responsibility/ liability whatsoever for any accident/ damage to the contractor's vehicle/ equipment in transit or while engaged in the work.

11.00 If the Company suffers any loss on account of suspension of production or idleness of its equipment/ employees or on any other account or damage to its property, due to any failure on the part of the contractor or due to any act of omissions or commission on the part of his representative/ employees or from the trucks/ equipment of the contractor, the value of the same as assessed by the Company, shall be recovered from the contractor's bill/ security deposit. The decision of the company in this regard shall be final and binding on the contractor.

12.01 Where wagons are being weighed at the loading end, payment for coal/middling transported to the siding/ CHP (where wagons are being loaded), loading of the tipping trucks by the Contractor's pay loader (s), picking, breaking and wagon loading by Contractor's pay loader (s), shall be made on the basis of the RR weight of coal/middling dispatched, duly re-conciled with the measured quantity every month and after effecting deductions of penalties/ recoveries as per terms & conditions of this contract.

12.02 (i) Where wagons are not being weighed at the loading end, payment for the items of work stated in 12.01 above shall be made on the basis of the actual weight of coal received by the Power Houses/ consignees as per the weighment of the wagons at their end, duly reconciled with measured quantity every month.

(ii) If in the case of wagons not being weighed at the loading end, the payment is made by any consignee on the basis of RR weight, the contractor (s) shall be paid accordingly however duly reconciled with measured quantity

(iii) In the case of wagons not being weighed at the loading end, 90% payment for items of work stated in 12.01 above, shall be made provisionally on the basis of RR weights. Balance payment shall be made after reconciliation, as explained in (i) above and effecting deduction of penalties/ recoveries as per terms & conditions of this contract.

12.03 In the case of coal transportation from face to stock if the trucks/tipping trucks are not being weighed, payment shall be made on volumetric measurement of the coal transported, converted to weight as per conversion factor adopted by the company for the work duly reconciled with the measured opening and closing stocks for the month and off-take from stock to the siding/ CHP as per 12.01/12.02 above and payment shall be made to the contractor (s) accordingly.

12.04 In case two or more contractors are engaged for the transportation work, the re-conciled total quantity for the month arrived at in 12.01/12.02 & 12.03 above shall be distributed between the transporting contractors, in proportion of the number of trips performed by each, during the month or in any other manner which the General Manager considers more appropriate.

12.05 In cases there is mixed contractual and departmental transportation to stock/CHP/Siding, the quantity transported departmentally shall be separated to arrive at the quantity transported contractually for 12.01/12.02 & 12.03 above.

13.00 In case two or more contractors are engaged on picking/ breaking and wagon loading, the distribution of the reconciled quantity for the month, arrived at in clause 12.01, 12.02 & 12.03 above.

14.00 In case of transportation of coal to the Washery, payment shall be made on the basis of the actual quantity received at the Washery, as per weighment of the trucks at the washery end, subject to such verification as the General Manager may consider necessary and appropriate.

In case the washery weighbridge goes out of order, the Project Officer shall make alternative arrangement for weighment of the trucks or the weight at the loading end shall be taken as the weight of coal received at the washery, subject to such checking/ verification as the Project Officer/ General Manager may deem necessary.

15.00 In case the weighbridge of the loading end goes out of order or is not available, the Project Officer/General Manager shall make alternative arrangement for weighment of the trucks or such arrangement (s) as he considers necessary to ensure that all coal loaded at the loading end reaches the destination.

16.00 In case the tipping truck / dumper is being weighed both at the loading end as well as unloading end, the figures of weighment at both the ends shall be reconciled every month in respect of each contractor and if there is any shortage of coal received at the unloading end, the value of coal found short, will be deducted at double the then prevailing rate including all royalty, cess, from the security deposit of the transporting contractor (s) concerned or otherwise, specifically mentioned in work order/agreement.

17.00 No payment shall be made to the contractor for stone/ shale/ bands/ extraneous materials segregated at the siding/ coal handling plant/ stock/ washeries in the process of dispatching coal to consumers.

18.00 If the work of transportation/ removal of picked out band/ shale/ stone/ extraneous materials/ overburden/ washery rejects is contracted out payment for the same shall be made on the basis of volumetric measurement of trucks, duly verified against the volumetric measurement of such materials at the site of unloading where weighment of such materials is not possible.

19.00 In case two or more contractors are engaged for loading of wagons at any siding, the allocation of wagons to be loaded by each of them will be decided by the Project Officer/ General Manager, which will be final and binding on each contractor.

20.00 Wagons supplied at the siding shall be loaded by the contractor (s) within the free loading time given by the railways / any period decided upon by the management. Such time period may vary periodically.

21.01 (i) If the demurrage of wagons occur due to less availability of coal at the siding because of less transportation of coal, the contractor shall be held responsible and liable for the same and the demurrage charges incurred shall be recovered from him.

(ii) If the demurrage is due to failure on the part of two or more coal transporting contractors the demurrage charges shall be apportioned by the General Manager/ Project Officer, amongst the concerned contractors as he considers appropriate and his decision in the matter shall be final and binding on each of these contractors.

21.02 (i) If the demurrage occurs due to failure on the part of contractor the demurrage charges incurred shall be recovered from the contractor.

(ii) In case there are two or more contractors for wagon loading, the contractor who has not completed the loading of all the wagons allotted to him, within the free loading time, shall be held responsible and liable for the demurrage and demurrage charges for the full rake shall be recovered from him.

(iii) In case demurrage of any rake occurs due to failure on the part of two or more wagon loading contractors, demurrage charges for the rake shall be recovered in proportion of the number of wagons allotted to each of them for loading.

21.03 (i) If the demurrage of wagons occurs due to failure on the part of the picking and breaking contractor, for not making available adequate quantity of clean and sized coal free from stone/ shale/ extraneous materials, he shall be liable for the demurrage charges incurred and the same shall be recovered from him.

(ii) In case the demurrage occurs due to failure of two or more picking/ breaking contractors, the demurrage charges shall be apportioned in the manner as considered appropriate by the Project Officer/ General Manager and his decision shall be final and binding on each of the concerned contractors.

22.01 The contractor, if allowed to load wagon, shall be also responsible for cleaning of the siding tracks/ between the line and on both sides of the same, leveling of coal loaded into the wagons and lime washing on the top of the same, in respect of the wagons allotted to him/ each of them.

In case any rake is put on demurrage/ any penalty is imposed on the company for failure on the accounts, the same shall be recovered from the contractor/s concerned.

22.02 In case any derailment of wagons occurs due to non-cleaning of the tracks by the contractor, if allowed to load wagon, the charges/ penalties for the same levied by the Railways as also the demurrage charges for the same shall be recovered from the defaulting contractor (s).

22.03 All such charges/ penalties shall be apportioned between the defaulting contractors, as the General Manager thinks fit and reasonable and his decision in all the above cases shall be final and binding on the contractors concerned.

23.00 In order to ensure proper loading of wagon, the contractor shall ensure loading upto proper level keeping in view the stipulated carrying capacity of the wagons and the loading will be done as per directions of Colliery/ Project/ Area officials responsible for the supervision of the loading of wagons at siding.

24.00 The contractor shall load clean coal free from stone/ shale/ bands/ extraneous materials and of stipulated size.

**(Note: Provisions at clause 12.01 to 24 shall be guided by provisions of “Measurement of Coal Removal and Regulations in Payment of Coal” under Special Notes and Additional Terms and Conditions)**

25.00 The monthly rate of removal of OB and extraction of Coal shall be as per removal schedule of the agreement. However, the Engineer-in-charge (GM/Project officer) may call upon the contractor, for a limited period, to increase monthly rate of removal of OB/Coal or both up to +20%. The contractor shall make necessary arrangement for the increased rate of removal and no claim shall lie against the company on account of such increase ordered.

In case of exigencies the Engineer-in-charge may call upon the contractor, for a limited period, to increase monthly removal of OB/Coal or both to a further higher range (mutually agreed), and no claim whatsoever shall lie against company on account of such variation ordered.

26.00 In case a contractor fails to deploy adequate number of equipment, the company may, without any reference to the contractor, deploy its own equipment and or make alternative arrangements. The extra expenditure incurred by the company for such use of company's equipment or for making alternative arrangements shall be recovered from the contractor.

27.00 The contractor shall provide foot-wears, DGMS approved helmets, dust musk florescent jacket, safety appliances and other protective equipment, to his employees as provided in the law, at his own cost. In case of failure on the part of the contractor to provide these Protective equipment, the company may provide the same to the employees at the cost of the contractor.

28.00 Attested photocopy of Driving License of all contractor's drivers / operators shall be deposited with the company.

29.00 Materials obtained from excavation: Material of any kind obtained from excavation on the site shall remain the property of the company.

All fossils, coins, articles of value or antiquity, structure and other remains or things of Geological or Archaeological interest, discovered on the site shall be the absolute property of the company. The contractor shall immediately upon discovery thereof, and, before removal inform the Engineer-in-charge.

30.00 The contractor will attend site co-ordination meeting as fixed by the Engineer-in-charge from time to time to discuss all issues related to works in general and progress in particular. A site order book shall be kept at the site of work as far as possible, all orders regarding are to be entered in this book. All the entries shall be signed by the Engineer or his representative and contractor or his representative. The site order book shall not be removed from the work site and contractor or his representative shall be bound to take note of all instructions and directions meant for the contractor.

31.00 Income Tax deduction at source will be regulated as per IT Act 1961.

32.00 **PAYMENT OF PRICE VARIATION:** if the price of diesel and 'other components' (wages, consumables, spares, tyres) increases or decreases, the contractor shall be compensated for such increase or recoveries shall be made from the dues of the contractor for such decrease as per provisions detailed below (for the relevant period) and the amount of the contract shall accordingly be varied, subject to the condition that such compensation/recovery for variation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of the contract without any penal action. If the contract is to be extended beyond the stipulated period for completion of the work due to fault on the part of the contractor, escalation on prices should not be allowed further However, during the extended period (beyond the stipulated period) of work due to fault on the part of contractor, recoveries shall be effected as per applicable price variation clause.

Where the contract period is up to 6 months, no compensation/recovery for price variation will be made. Where the contract period is more than 6 months, compensation/recovery for price variation in respect of diesel and other components' will be effected as per Price Variation formula provided in the Special

Terms & Conditions. Such compensation for variation in the prices when due shall be worked out based on the following provisions:

32.01 Where the contract period is more than 6 months, compensation/recovery for price variation will be effected.

**32.02 The base date for working out such price variation shall be the last date on which Bids were stipulated to be received.**

The compensation of Price variation shall be worked out at quarterly intervals and shall be with respect to the cost of work done during the previous three months. The first such payment shall be made at the end of three months after the month (excluding) in which the tender was accepted and thereafter at three months' interval.

32.03 The contractor shall submit certified copy of price of Diesel from retail outlet of IOC / BP etc. nearest to the worksite, which shall be basis for payment of diesel escalation.

**32.04 Price Variation for Excavation, Removal of Overburden, Extraction of Coal and Transportation - composite work**

**32.04.1 Price Variation on account of Diesel**

**(Excavation, Removal of Overburden, Extraction of Coal and Transportation)**

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

Diesel Price Variation compensation/recovery in Rs./Cu.M or Rs/Tonne =  $R \times C \times \frac{D_1 - D_0}{D_0}$  , where,

R = Awarded Rate in Rs./Cu.M for excavation cum Removal/Transportation of OB (including drilling) (First Dig or Loose Dumped) and Rs/Tonne for Extraction Of Coal and Transportation

C = 0.30 for Diesel Component expressed as percentage of total value of work

D<sub>0</sub> = Base Price of Diesel corresponding to the last date of submission of Bid.

D<sub>1</sub> = Revised price of Diesel corresponding to period of variation with in the period under consideration.

**32.04.2 Price Variation on account of 'other components'.**

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

i) Other components Price Variation compensation/recovery in Rs./Cu.M =  $R \times C \times \frac{W_1 - W_0}{W_0}$  ,  
Rs./Tonne , Where,

R = Awarded Rate in Rs./Cu.M for excavation cum Removal/Transportation of OB (including drilling)(First Dig or Loose Dumped) and Rs/Tonne for Extraction Of Coal and Transportation

C = 0.10 for 'other components' expressed as percentage of total value of work



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

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

AND

ii) Other components Price Variation compensation/recovery in  $\frac{\text{Rs./Cu.M}}{\text{Rs./Tonne}} = R \times C \times \frac{M1-M0}{M0}$ , Where,

R = Awarded Rate in Rs./Cu.M for excavation cum Removal/Transportation of OB (including drilling) (First Dig or Loose Dumped) and Rs/Tonne for Extraction Of Coal and Transportation

C = 0.15 for 'other components' expressed as percentage of total value of work

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

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

32.05 Price Variation(compensation/recovery) for extraction of Coal by deploying Surface Miner for the period under consideration shall be as under:

#### 32.05.1 Price Variation on account of Diesel.

##### (Extraction of Coal by Surface miner)

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

Diesel Price Variation compensation/recovery in Rs/Tonne =  $R \times C \times \frac{D1-D0}{D0}$

Where,

R = Awarded Rate in Rs/Tonne for Extraction Of Coal

C = 0.25 for 'Diesel Component' expressed as percentage of total value of work

D<sub>0</sub> = Base Price of Diesel corresponding to the last date of submission of Bid.

D<sub>1</sub> = Revised price of Diesel corresponding to period of variation with in the period under consideration.

#### 32.05.2 Price Variation on account of 'other components'.

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

i) Other components Price Variation compensation/recovery in Rs./Tonne =  $R \times C \times \frac{W1-W0}{W0}$

Where,

R = Awarded Rate in Rs/Tonne for Extraction Of Coal

C = 0.05 for 'other components' expressed as percentage of total value of work

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

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

**AND**

ii) Other components Price Variation compensation in Rs./Tonne =  $R \times C \times \frac{M1-M0}{M0}$

Where,

R = Awarded Rate in Rs/Tonne for Extraction Of Coal

C = 0.15 for 'other components' expressed as percentage of total value of work

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

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

**SPECIAL NOTES AND ADDITIONAL TERMS & CONDITIONS FOR HIRING CONTRACT  
EXCAVATION, REMOVAL OF OVERBURDEN, EXTRACTION OF COAL  
AND TRANSPORTATION**

**1. Scope of Work:**

The contractor, at all times during the contract period, ensure the fulfillment of its obligation in respect of excavation, removal, depositing of overburden, extraction and delivering coal in accordance with applicable laws, mining plan, the provisions of the agreement and good industry practice.

The contractor shall remove overburden excavated from mines/specified locations and deposit the same, as per provisions of the agreement, at specified locations decided by EIC or shown in the mine plan.

The contractor shall extract coal from mines and deliver at specified location as per provisions of the agreement at specified location(s) decided by the Engineer-in charge.

The contractor agrees and undertakes that the geometry of the mines including bench height and width of coal seams, Overburden and inter-burden shall at all times conform to provisions of this agreement, statutory provisions and standard industry Practice.

The work proposed covers removal of OB, de-coaling of area and back filling / dumping the same with available excavated spoils by deploying HEMM. The contractor is expected to execute any of the above work or all the works as per items covered under Bill of Quantities.

**This scope of work thus covers any or all of the following as specified in the Bill of Quantity:-**

i) Removal / Excavation of earth / soil (all kinds) / rock (all kinds) in various strata at all depth including transportation of the same, following approved route, dumping, spreading / dozing and allied works in specified dumping area(s) / adjoining area(s) / subsided area(s) / existing dump(s) using heavy earth moving machineries.

ii) Extraction / winning of coal (free from extraneous materials) from various strata and its transportation following approved route upto specified area like, departmental stock yard / coal dump / railway siding / coal handling plant etc. as desired by department using conventional HEMM or surface miner as well as dumpers, tippers etc.

iii) Loading into wagon deploying HEMM as and when required.

iv) Refilling / back filling of affected area after winning of coal including loading, transportation, dumping, spreading, compacting etc. all by mechanical means. Such refilling / back filling may be carried out simultaneously during excavation and transportation stage of overburden i.e. earth, soil, rock (all kinds) depending on availability of de-coaled area as per direction / approved work plan.

It should be the duty and responsibility of the contractor to report to the management as soon coal is exposed / likely to be exposed.

The contractor expressly agrees that excavation, removal of overburden, extraction of coal and delivery of coal shall be as per agreed work schedule.

Contractor shall be solely responsible for security of the extracted coal till delivery up to the department's specified destination. Contractor shall indemnify the company from any pilferage in handling of coal and also be liable to pay compensation for any mishandling of such materials at any stage of operation upto the delivery at the destination.

## **2. Equipment:**

The contractor shall deploy their diesel operated heavy earth moving machineries consisting of any or all of the following:

- a) Shovel / Scraper / Excavator.
- b) Dumper / tipper.
- c) Dozer / Grader.
- d) Wagon drill / blast hole drill and other deep hole drilling equipment.
- e) J.H. Drill.
- f) Compressor.
- g) Water sprinkler.
- h) Pay loader.
- i) Surface Miner
- j) Pump / Motor
- k) Any other equipment required for completion of the work.

Numbers, Size and capacity of such equipments shall be brought to site considering bid provisions, if any, or as directed by department to facilitate required output within the specified time frame and also environmental consideration.

## **3. Working Parameter:**

a) The area required to be excavated shall be shown in the plan / drawing given by the Engineer-in-charge. The contractor should sign the plan with pre-level survey and same should be the base plan for working.

b) The area thus set out shall be cleared from all obstruction such as rubbish of all kind, vegetation, bush etc. No additional payment shall be made to the contractor for such works.

c) After clearance of site, the central line of excavation will be given by the engineer-in-charge or his representative and it will be the responsibility of the contractor to go ahead with further detailed layout, bench marks etc. The permanent bench marking by constructing pillars, centers shall be permanently laid by the contractor at his own cost and shall remain at places till handing over the work/completion of the work.

d) The proposed site including the size of the block may vary depending upon geo-mining conditions and subject to mine working condition.

e) The site of dumping as shown in plan or as originally conceived may change depending on availability of space.

f) The deployment of equipment is to be done by the contractor, considering the working conditions, depth of the mine working, etc. in consultation with the EIC.

g) Excavation shall include removal of coal/soil as deliberated at 1(i) & (ii), all kinds (wet or dry) exactly in accordance with all levels and contours shown on the plan or as directed by the Engineer In Charge. No extra payment will be allowed for removal of semi liquid mud/sludge during the entire excavation of soil / or rock including coal and the rate quoted for the respective items of work shall be deemed to have been covered by the same. It shall be taken to the exact level and gradient of the lowest floor and the sides shall be cut by maintaining the statutory benches as required for the purpose.

h) Environment Protection Act, 1986 and rules and regulations made there under from time to time are to be strictly followed for blast hole drilling, blasting, excavation, loading, hauling and dumping of broken rocks / soil-earth by mechanical means. Air pollution control measures are to be adopted as per SPCB and CPCB norms. Sufficient Sprinklers are to be used to prevent air pollution. Dumping of OB shall be at specified location. Height of dump, slope of the dump is to be followed as per instruction of EIC.

The contractors shall follow the relevant provisions of clearance, as communicated by Ministry of Environment and Forest (MOEF) , as applicable for the mine / project and also instruction of Engineer-in-Charge.

**i) 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 blast hole design 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 department free of cost. However, necessary supporting manpower required for such blasting is to be provided by the Contractor. Department shall transport the explosives from departmental magazine.

j) Overburden is to be dumped at site indicated by Engineer-in-Charge or his representative. Necessary access road /haul road as required for the work for movement of vehicle / HEMM to the place of work and for transportation of excavated soil / rock to disposal point are to be made / maintained (as the case may be) by the Bidder for which no extra payment shall be made. For management of OB dump yard, haul roads, and working faces, dozers and graders are also to be provided. The contractor's quoted rate shall be deemed to cover the same.

**However, if soil transportation route follows any existing road (colliery road / DB road etc.), the maintenance of the same shall be the responsibility of management / appropriate authority.**

Extracted coal is to be transported to appropriate dump yard / railway siding / stock yard/ CHP / washeries etc. as decided by Engineer-in-charge. Necessary weighment through designated weighbridge shall also be covered in the scope of work, if so required. Necessary access/haul road for extraction of coal shall also be the responsibility of the Bidder including its making and maintenance. For management of coal dump yard(s), haul road(s) and working face(s), dozer(s) and grader(s)are also to be provided. The contractor's quoted rate shall be deemed to cover the same.

However, if the coal transportation route follows any existing road(colliery road / DB road etc.), the maintenance of the same shall be the responsibility of management / appropriate authority.

k) Face advance shall be as per approved mine plan/ section. OB removal and coal extraction shall be as per agreed work schedule. In respect of existing mines/workings, this can be seen at the office of CGM/GM of concerned Area.

l) The Bidder shall make his own arrangement of dust suppression by water spraying at faces, loading points, haul roads, transportation roads and dump yards etc. Water, if available, at working site with the authorities / department, shall be spared free of cost. In case of non-availability of such water, arranging water for dust suppression shall be the responsibility of the Bidder.

m) De-watering and drainage arrangement, as long as required, during the entire execution of work arising out of rain, sub soil water or stored water shall be the responsibility of the Bidder. The contractor will have to provide necessary pumping machineries and pipes.

In the event of failure to provide required pumping arrangement by the contractor to meet agreed work-schedule or Safety of mines, the company through its EIC may provide necessary pumping arrangement. The cost incurred for the same as derived shall be recovered.

n) Necessary quarry lighting as long as required during the entire execution of work shall be the responsibility of the contractor.

NOTE: However, company may decide based on location / mining consideration if drainage / de-watering / quarry lighting can be done departmentally. In case departmental de-watering and quarry lighting is preferred, the same be indicated in the bid document and necessary modification on (m&n) above can be incorporated indicating that the same shall be free of cost.

o) The contractor shall facilitate cleaning of faces, preparation of ramps and other work to facilitate movement and plying of machines deployed by him. Necessary equipments like dozers, graders etc. shall be deployed by the Bidder and shall be considered as a part of work.

p) Earth as available in the excavation may be kept revived for use / used as far as possible in the top layer or reclamation / covering the back filling or as directed.

q) The management shall not be liable for any compensation whatsoever in case of any detention / idling of the machinery of the contractor for any reason. The contractor will fully indemnify/compensate the company for the loss suffered by the company due to stoppage of work by the contractor and / or his employees / workers on his / their own accord / and / or for any damages caused to any property of Company or others due to any act of omission and commission on the part of the contractor and / or his employees. The assessment made by the company in this regard shall be final and binding on the contractor.

r) The custodial responsibility in respect of the property of the management or of the contractor will rest on the contractor fully from the date of the issue of Letter of Acceptance / Work Order till the completion / termination of the work and handing over the property back to the management.

s) The company shall provide the required land for execution, entirely or in a phased manner. The Company may restrict the magnitude of the work depending upon the availability of land for the purpose for which the contractor will have no claim on Company and no compensation on this ground will be paid to the contractor other than as mentioned under the general terms and conditions of the contract.

t) The cost of manpower & materials required for making pillars etc. for survey measurement shall be to the account of contractor and rates quoted by the Bidder shall be deemed to have included all such costs.

u) Company would not be liable for any compensation due to stoppage / change in scope of work, due to local disturbance, change in Govt. policy, law and any order of judiciary, obstruction or delay by any outside elements / agency.

v) Geometry, cross section etc. of haul roads etc. will have to be got checked by the Safety and Civil Engineering Department of the concerned project of company before putting in use.

4. **Detailed Scope of Work:** HEMM as detailed in clause no.2 above and others as required shall have to be engaged by the contractor for the works as detailed below subject to stipulation in BOQ.

a. Excavation of soil (all kinds and at all levels) and / or rock(all kinds, all strata and at all levels) from company's land and / or from the land (arranged by the company) at all depth as decided by EIC.

b. Necessary preparation of site and drilling holes to facilitate blasting (spacing and size of drilled holes shall be in consultation with management's representatives on day to day basis so as to avoid dispute and fragmentation of rock) in all soil and all rock stratas. The agency will be responsible for drilling in all gradient / terrain and stemming during charging of explosives as per requirement.

c. Facilitating blasting as described at 3 above

d. Loading the excavated spoils into dumper / tipping truck (size of such tipping truck / dumper shall be as per NIT or as decided by management to limit pollution level).

- e. Transporting, unloading and dumping the spoils on dump site or on the land arranged by the management / existing dump(s) and spreading or simultaneous dumping and spreading in layers for filling de-coaled area(s) or subsided area(s) by mechanical means.
- f. Necessary drilling to facilitate blasting (spacing and size of drilled holes shall be in consultation with management's representative on day to day basis so as to avoid dispute) in coal strata if applicable. The agency will be responsible for drilling in all gradient / terrain and stemming during charging of explosives as per requirement.
- g. Winning and extraction of coal from all strata, using conventional technology such as use of excavator / drill etc. (capacity and size shall be as per NIT or as decided by management to maintain targeted production within specified time period) as per provision of BOQ.
- h. Facilitating blasting as described at 3 above.
- i. Winning and extraction of coal using surface miner from all strata (capacity and size of surface miner shall be as per NIT or as decided by management to maintain targeted production within specified time period) as per provision of BOQ.
- j. Loading of coal into tipper / dumper, its transportation and unloading at the destination fixed by the EIC and stacking properly.
- k. Loading into wagons by pay loader (as per provision of BOQ).
- l. Making and maintaining haul roads, access roads. In case of existing mines where haul road already exists, maintenance of the same shall be within the scope of work.
- m. Back filling the coal faces after completing extraction of entire coal by way of re-handling of excavated dumped spoil (soil & rock) laid in layers and compacted only when specified in BOQ.
- n. De-watering, drainage arrangement and quarry lighting as long as required for the entire execution / operation of the work including at the coal benches (if specified in the BOQ). The contractor will have to provide required pumping arrangement along with pipings.
- o. Dust suppression by spraying water at workings as well as haul roads / roads.
- p. All other miscellaneous works for completion of the items of works as per BOQ

## 5. Measurements and Payments :

### Measurement of O.B and Coal :

Before an area is taken up for working, the pre-level survey shall be taken up jointly as described hereafter on the base plan. The contractor shall sign the base plan with respect of which subsequent survey volumes will be determined. Contractors are required to furnish their proposed work completion schedule indicating month-wise progress keeping in view the total quantum of work. The schedule so given should be agreed by Engineer-in-Charge.

The initial and final joint survey measurement of the works, coal and Over Burden (O.B) shall be carried out by Area authority in association with Hd. Qtr. Survey Team, CMPDIL / other subsidiary team and representative of agency.



All interim monthly measurement of O.B. and Coal shall be done on in situ basis by Unit Surveyor along with the representative of agency in accordance with survey measurement as prescribed in the code for uniform system of maintenance, control and verification of coal stock in all mines of CIL.

Mode of interim quarterly / half-yearly measurement is to be carried out by Area Surveyor, Unit Surveyor, representative of Head Quarter and representative of the agency. Association of CMPDIL / other subsidiaries may also be sought at the discretion of the CMD of the company.

**Surveying and levelling:-**

a) Initial surveying and levelling shall be carried out as per “New Code of Uniform System of Maintenance, Control and Verification of Coal Stock in all mine of CIL”. The subsidiary shall incorporate such mode in the bid document.

b) Subsequent Surveying and Levelling: This will be carried out as per “New Code of Uniform System of Maintenance, Control and Verification of Coal Stock in all mine of CIL”.

The dates of all such measurements and also the date of initial measurement will be recorded on the plan along with the reduced level of each point. If the entries are too numerous and difficult to accommodate on the plan, a register may be maintained for recording the levels with dates.

c) When coal seam is exposed, the levels of top of the seam will be taken before the coal is extracted by Area Surveyor. Similarly, the levels of floor will be taken before the area is back filled or allowed to get drowned by CMPDIL / other subsidiary team.

d) In the excavated portion also, the levels of the points along the grid where there are abrupt changes in the levels should also be taken.

e) A Bench Mark and a base line will be maintained at suitable places away from the quarry on firm undisturbed ground. The levels and positions of the pillars should be rechecked in reference to the bench mark and base line every six months by Area Office Surveyor.

f) **Measurement of Overburden Removal** : Any standard in Situ method for measurement of quantity of overburden removed can be adopted. But, once a method is adopted it will not be changed. Payment will be made of the quantities as measured.

g) **Measurement of Coal Removal** : In Situ volumetric measurement of coal production can be found out in the same manner prescribed in “New Code of Uniform System of Maintenance, Control and Verification of Coal Stock in all mine of CIL”.

h) **Regulations in payment for Coal**: The volumetric quantities of coal shall be calculated in accordance with prescribed guidelines in above para. The same shall be converted in ton and shall be reconciled with the quantity dispatched as per weighment of Railway / Truck receipts. Payment will be made on the lesser of the quantities as determined by the above modes.

The conversion factor / specific gravity for the specified seam of coal will be worked out and shall form the basis of conversion.

In reconciliation, if the quantity of coal delivered by the contractor at the destination is found to be less than the quantity measured at the place of work, the contractor shall be liable to pay penalty for the variation in quantity

upto 2% (two percent) at the rate of prevailing sale price of the said grade of coal and pay a penalty at double the aforesaid sale price for the quantity beyond / exceeding the variation of 2% (two percent).

i) The running on account bill will be raised every month or stipulated in the work order/ contract agreement and payment will be made within 30(thirty) days from the date of passing of the bill by the executing authority.

j) Payment will be released on quantity of coal dispatched outside the leasehold limits of the quarry and quantity of overburden removed for the above purpose as per steps mentioned below:

i) Current stripping ratio as mutually agreed, as per NIT/ agreed work schedule shall form the basis of release of payment in respect of overburden and coal.

ii) On Account payment for removal of OB will be admissible to the contractor to the extent of 50% (fifty percent) of the quantity of OB disposed of by the contractor till the initial coal seam is exposed for extraction.

iii) Subsequent payment on removal of OB within contract quantity will be restricted on the basis of agreed stripping ratio i.e. payment will be linked to extraction of coal. However, if OB removal and coal removal is as per agreed stripping ratio, full payment on removal of OB shall be made subject to dispatch of coal as indicated above. However, 50% of payment of OB removal in excess of commensurate quantity as per stripping ratio will be made within the contract quantity provided the so payable amount do not exceed security amount available with the department (covering Performance Security & Retention Money).

iv) Full value of payment due to coal dispatched within the contract quantity shall be released in 'On Account' bills when the coal extracted matches stipulated stripping ratio.

v) In case, coal extraction is more and OB removal is less than the stripping ratio, full payment on OB removal will be made.

In case, coal extraction and transportation is more than OB extraction compared to agreed stripping ratio, full payment will be restricted for quantity of coal, based on stripping ratio, corresponding to the actual OB removed.

However, for the portion of coal quantity for which payments could not be released due to restriction of the stripping ratio may be released to the extent of 80% of the payable amount provided the extra coal extracted / transported is dispatched by company and executing authority is satisfied about the stability of mining operation undertaken.

vi) The above stipulation for progressive payment is to ensure compliance of targets as per the mile stone indicated in the schedule of progress. However, actual quantity executed ( Coal & OB) as certified in the final joint measurement shall be paid after re-conciliation in the final bill irrespective of stripping ratio mentioned in agreed work schedule / Bid.

vii) In case of variation in available stripping ratio compared to agreed stripping ratio, the same can be modified based on actuals during the course of contract subject to approval of competent authority.

**NOTE:**

1) The above mode of release of payment shall be applicable where Hiring Works involve both removal of OB and extraction of coal.

In case only coal extraction or only OB removal is in the scope of work, no such restriction shall be applicable i.e. extraction of coal / removal of OB will be made based on in situ measurement. However in case of extraction of

coal release of payment shall be subject to dispatch. Mining shall be as per acceptable geometry including bench width and height, statutory provisions and standard industry practice.

- 2) Subsidiaries may also decide its own regulation towards mode of payment for items executed (duly approved) depending on location and geo mining site consideration. However, such mode shall be elaborated in the bid document.

**(The provisions made above are general in nature and can be modified depending on local considerations with the approval of subsidiary.)**

## **VOCATIONAL TRAINING AND SAFETY REQUIREMENTS.**

### **A) VOCATIONAL TRAINING**

#### **1) OBLIGATION ON THE PART OF CONTRACTOR.**

- i) Contractor shall ensure initial and refresher vocational training to his employees and supervisors as per V.T. rule 1966 (read with any amendments) at the company's training centre. Training shall be imparted to all workers, well in advance, before deployment in the mines. Trainees completing the training successfully shall be issued Training Certificate/Card. Trainees shall be entitled to receive stipend as per V.T. Rule for the period of training concerned.
- ii) The Contractor shall pay stipend to the entitled trainees as per V.T. rule for the entire period of training through Bank. In case of failure to pay stipend, the employer shall pay the same to trainees who complete training successfully. Payment so made, shall be recovered from the bill of the contractor.
- iii) The cost of stipend to impart Vocational Training, may be included in the bidders quoted Price.
- iv) Contractor shall receive training card/ certificate for trained persons, from the employer's training centre. The contractor shall maintain record of such trained persons with copy of certificate. A copy of certificate be submitted to the Engineer-in-charge. Only trained persons shall be deployed for the contracted work.
- v) The Contractor shall arrange training on simulation and 3D Virtual Reality System

2) **OBLIGATION ON THE PART OF EMPLOYER.**

- i) The employer shall arrange vocational training at the employer's training Centreas may be required in conformation with V.T. rule and the nature of work. Certificate to workers, completing training successfully shall be issued. Record of such trainees with their photograph shall be maintained.
- ii) The employer shall ensure payment of stipend to trainees, completing training successfully.
- iii) Employer shall ensure that only trained persons are deployed at work site during the contract period.

B) **SAFETY REQUIREMENTS**

The contractor shall comply with provisions of this agreement, applicable laws, guidelines of DGMS and conform to Standard Industry Practice for securing the safety of Mines, Equipment and Individual on or about the site. The contractor shall develop, implement and administer a surveillance and safety programme for providing a safe environment on or about the mines. Safety measures shall be implemented during entire contract period or extended period. Safety requirement include measures associated with safe movement, safety management, safety equipment, fire safety, enforcement and emergency response

The Contractor shall impart safety training to its employees and shall at all times be responsible for observance of safety procedure by its employees and agents.

The contractor shall comply with the instructions issued by Appropriate Government Authority and directions of Employer. The contractor shall also comply with the provisions of Mines Acts and rules made there under.

All cost or expenses arising out of or relating to safety requirement shall be borne by the contractor.

**Safety requirements to be complied.**

1) **General Aspect.**

- i) Contractor shall submit list of person deployed for the work. No person shall be deployed for the work without knowledge of the authority.
- ii) All employees deployed for the work shall undergo IME and PME as per statute and the record of the same shall be maintained in the office of Manager.
- iii) Contractor shall maintain form 'B' of his Employees and a soft copy shall be submitted to the Engineer-in-charge.
- iv) Contractor shall issue "Identity Card" with photograph duly attested mentioning Name of contractor, Name of employee, Designation, DOB, Date of IME/PME, VTC and period of validity etc. to each employee. The Drivers / employees shall carry original identity card, while on work and produce for inspection whenever required.
- v) Daily attendance shall be marked in form C/D/E for IN and OUT.
- vi) Safety requirement shall be exercised round the clock. In case of non-compliance of safety requirements or any

specific instruction given in writing by the Engineer-in-charge, the operation may be suspended till such non-compliance is rectified. In case of repeated violation of safety requirements, serious in nature, the Engineer-in-charge shall have right to suspend the work.

- vii) Safe Operating Procedure (SOP)/Code of practice/traffic rule for the work shall be prepared and shall be displayed in working place/important places in languages understood by the workers. Risk assessment shall be conducted and safe method to deal the same shall be carried out. Copy of SOP and Site Specific Code of Practice shall be given to the EIC/Authorized representative. Contractor shall deploy qualified and competent person to ensure working as per statute and SOP.
  - viii) Contractor shall ensure Group Insurance for all employees for a minimum coverage of Rs. 5 Lakhs.
  - ix) Contractor shall ensure that working hours for his employees comply with relevant sections of Mines Act 1952 and modifications thereof.
  - x) Contactor shall submit list of all accidents and analysis thereof.
  - xii) Contractors workers shall not remain unattended on the floor of the working face. Breakdown in mines shall be attended by competent supervisor.
  - xiii) Contractor shall provide roadworthy vehicle/pick up van for movement of maintenance/operator
- Safety requirement for equipment, vehicles and machinery

All equipment shall be provided with adequate safety features as per DGMS circulars. The operator's seat should be economically designed. Operator's cabin shall be air-conditioned and substantially strong to protect operator from dust, heat and noise.

All equipment and vehicles shall have Audio Visual Alarm(AVA), rear view camera, proximity detection device, additional warning system for operator's fatigue, rear vision system, efficient brake, Turbo charge guard, front and rear light speed retarder etc. to conform to DGMS requirement.

The transport vehicles shall have limiting speed device and load indicator and recorder. These shall be incorporated with AVA with sound level 5-20% higher than ambient noise level. The AVA should be of IP-67 compliance. Vehicles shall be fitted with Antiskid and Tail end protection system.

In case of surface miner there shall be automatic water sprinkling arrangement and suitable firefighting arrangements. All drills shall be with wet drilling system and portable fire extinguisher.

#### **Road Worthiness of Vehicle:**

All vehicles shall maintain / carry - (a) RC Book, (b) Valid Insurance, (c) Valid Pollution Clearance Certificate, (d)Valid Fitness Certificate, (e) Operation Manual & Maintenance Manual, (f) Any other requirement as per RTO.

The contractor shall ensure regular checking, maintenance, and repair of all vehicles and equipment as per best industry practice and keep them in good condition. Record of such activities shall be maintained in a logbook and kept in operator's custody, which shall always be available for inspection by EIC or his representative. In case of deficiency, EIC shall have the right to prohibit deployment of such vehicle/equipment.