



BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
OFFICE OF THE GENERAL MANAGER
BLOCK-II AREA, PO-NAWAGARAH, DHANBAD-828306
CIN:U10101JH1972GO1000918
Tel. No-0326-2393108/Fax No-0326-2393108

Ref: GM/B-II/Envr./21-22/CR-2

Date: 27.11.2021

To,
The Director
Ministry of Environment, Forest & Climate Change (MoEFCC),
Regional Office (ECZ), Bungalow No.-2
Shyamali Colony
Ranchi-834002

Sub:- Six monthly Compliance report for the period of Apr'2021 to Sept'2021 in respect of Cluster -II groups of mines, BCCL.

Ref:- EC Order no. J-11015/35/2011-IA II (M) dated 06.02.13

Respected sir,

Please find enclosed herewith six monthly Compliance report for the period of Apr'2021 to Sept'2021 in respect of Cluster -II groups of mines, BCCL.
This is for your kind information and record.

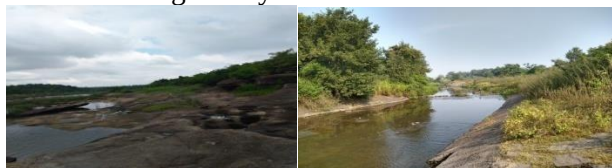
Encl: As above.

Yours Sincerely

General Manager
Block-II Area

Cc to: (i) R.O., JSPCB, HIG-I, Housing colony, Dhanbad
(ii) HoD (Env), HQ. Koyla Bhevan

ENVIRONMENTAL CLEARANCE COMPLIANCE OF CLUSTER-II MINING AREA OF BCCL
(GRANTED VIDE: J-11015/35/2011-IA II (M) dated 06.02.13
(01.04.2021 to 30.09. 2021)

Sl. no.	A. Specific Conditions by MOEF:	Compliance				
i	The maximum production by opencast mining shall not exceed beyond that for which environmental clearance has been granted for the 5 mine of Cluster- II .	The production from the Cluster is within limit for which environment clearance has been granted.				
		Mine Cluster II	Coal (MTPA)	2018-19	2019-20	2020-21
				5.97	5.36	5.05
ii	The measure to identify in the Environmental Plan for Cluster- II groups of mine and the conditions given in this environmental clearance letter shall be dovetailed to the implementation of the Jharia Action Plan.	Master Plan is dovetailed with environmental clearance condition. Action like trench cutting & water flushing is being taken to control, mine fires including old OB dump & areas as specified in Jharia Master Plan				
iii	The proponent shall prepare time -series maps of the Jharia Coalfields through NRSA to monitor and prevent fire problems in the Jharia Coalfields by Isothermal mapping /imaging and monitoring temperatures of the coal seams (whether they are close to spontaneous ignition temperatures) and based on which, areas with potential fire problems shall be identified. Measures to prevent ingress of air (Ventilation) in such areas, to prevent restart fresh/spread fires in other areas including in mines of cluster II shall be undertaken. Expertise available internationally could also be utilized for control of fire in Jharia Coalfields and for their reclamation and to further minimize time for fire and subsidence control. Monitoring of fire should be carried out regularly.	Time -series maps of the Jharia Coalfields is prepared by NRSA for 2017 &20 and will continue. There is a decrease in areal extent of the fire from 2017 to 2020. As compared 2017, when the total fire affected extent of the JCF was about 3.28 km2 ; in 2020 total fire affected extent is about 1.89 km2 (including TISCO mines). Within the mining lease of BCCL (excluding TISCO) in comparison 2017, when the total fire affected extent of the JCF was about 3.27 km2 ; in 2020 total fire affected extent is about 1.86 km2 (Copy of NRSA report is enclosed as Annexure-I)				
iv	Underground mining should be taken up after completion of reclamation of Opencast mine area.	It shall be complied. Presently only Open Cast working is being practiced.				
v	The embankment constructed along the river boundary shall be of suitable dimensions and critical patches shall be strengthened by stone pitching on the river front side and stabilized with plantation so as to withstand the peak water flow and prevent mine inundation.	Strong stony embankment is present along river &nalla flowing nearby. 				
vi	The rejects of washeries in Cluster –II should be send to FBC based plant.	No washery is present in cluster.				
vii	No mining shall be undertaken where underground fires continue. Measure shall be taken to prevent/ check such fire including in old OB dump areas where the fire could start due to presence of coal /shale with sufficient carbon content.	Mining is being carried out as per the guidelines of DGMS. Sufficient precaution like trench cutting and water flushing is being taken to guard against fire.				
viii	There shall be no external OB dumps. OB produce from the whole cluster will be 484.89Mm ³ . OB from 3 OCP and 2 patches in mixed mine shall be backfilled. At the end of the mining there shall be no void and the entire mined out area shall be re-vegetated. Areas where opencast mining was carried out and completed shall be reclaimed immediately thereafter.	OB produced is used in back-filling. Ecological restoration practices is being carried out at the stable OB dumps from where coal has been extracted Completely and grass seed are also spread on the slopes of the dumps for slope stability.				

ix	A detailed calendar plan of production with plan for OB dumping and backfilling (for OC mines) and reclamation and final mine closure plan for each mine of cluster-II shall be drawn up and implemented.	Calendar plan has been prepared. Mine closure plan as per the guidelines of Ministry of Coal have been prepared by Central Mine Planning and Design Institute (CMPDI) and it is being implemented. Calendar plan for OC mines of Cluster -II for next 3 yrs is:- <table><tr><td></td><td>2021-22</td><td>2022-23</td><td>2023-24</td></tr><tr><td>Coal(MTe)</td><td>11.3</td><td>11.3</td><td>12.5</td></tr><tr><td>OB (MM³)</td><td>22.10</td><td>22.10</td><td>24.80</td></tr></table>		2021-22	2022-23	2023-24	Coal(MTe)	11.3	11.3	12.5	OB (MM ³)	22.10	22.10	24.80
	2021-22	2022-23	2023-24											
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x	Mining shall be carried out as per statute from the streams/nalas flowing within the lease and maintaining a safe distance from the Nalas flowing along the lease boundary. A safety barrier of a minimum 60m width shall be maintained along the nalas/water bodies. The small water bodies in OC shall be protected to the extent feasible and the embankment proposed along water body shall be strengthened with stone pitching taking into account the highest flood level, based on past data, so as to guard against mine inundation. The slope of the embankment shall at least 2:1 towards the ML. The height of the embankment shall be at least 3 m higher than the HFL. The embankment to be constructed by OB /solid waste shall be strengthened with stone pitching. Slope stability of the embankment shall be done by planting suitable grass and shrubs using native species selected from the study area.	It is being followed. More than 60 m distance is being maintained from nearby river/nalla. Strong stony embankment with plantation is present along river/Nalla.  The height of the embankment of Jamunia river is 8 m higher than the HFL												
xi	Active OB dumps near water bodies and rivers should be re-handled for backfilling abandoned mine voids. However, those which have been biologically reclaimed need not be disturbed.	There is no active OB dumps near water bodies and rivers.												
xii	Thick green belt shall be developed along undisturbed areas, mine boundary and in mine reclamation. A total area of 1237.48ha shall be reclaimed and afforested.	It is being complied. Total area of 178 ha has been planted.A total area of 24.5 ha is taken for plantation in 2020-21 & being eco- restored.												
xiii	The road should be provided with avenue plantation on both side as trees act as sink of carbon and other pollutant.	400 no of sapling planted along connecting and transportation road. 2 nos. of Plantation sites are present along road(approx 400 m) connecting mine to state govt road and also there are 2-3 plantation site along permanent road in mines. Most of the coal is being transported through railway siding .Road transport is being carried out through existing network of NH/SH where avenue plantation already exist. 												
xiv	Specific mitigative measures identified for the Jharia Coalfields in the Environmental Action Plan prepared for Dhanbad as a critically polluted are and relevant for	Dhanbad Action Plan is being implemented. The salient actions of this area: 1. Covered transportation of Coal.												

	Cluster- II shall be implemented.	2. Water sprinkling. 3. Plantation. 4. Utilization of surplus mine water.
xv	The locations of monitoring stations in the Jharia Coalfields should be finalized in consultation with the Jharkhand State Pollution Control Board. The Committee stated that smoke/dust emission vary from source to source (fuel wood, coal, fly ash from TPPs, silica from natural dust, etc) and a Source Apportionment Study should be got carried out for the entire Jharia Coalfields. Mineralogical composition study should be undertaken on the composition of the suspended particulate matter (PM ₁₀ and PM _{2.5}) in Jharia Coalfields and also quantified. These studies would help ascertain source and extent of the air pollution, based on which appropriate mitigative measures could be taken.	Establishment of ambient environment quality monitoring stations has been finalized with the consultation of Jharkhand State Pollution Control Board. The work of source apportionment was awarded to NEERI, Nagpur on 12.05.2018. The reconnaissance survey has started on 24.09.2018. NEERI, Nagpur had submitted the draft final report on the source apportionment study and the mineralogical composition study in the Jharia Coalfields on 23rd August 2021 .The report is being examined by BCCL in reference with all terms and conditions and scope of work for the work order awarded.
xvi	The Transportation Plan for conveyor-cum-rail for Cluster-II should be dovetailed with Jharia Action Plan. Road transportation of coal during Phase-I should be by mechanically covered trucks, which should be introduced at the earliest.	CMPDIL RI-II has been requested to conduct study and prepare the plan in this regarding. No OEM is provided for mechanically covered trucks, transportation is being done by covering vehicle with Tarpaulin.
xvii	R&R of 1137 nos of PAF's involved. They should be rehabilitated at cost of Rs 45.08 Crores as per the approved Jharia Action Plan.	Implementation of master plan has already been started through Jharkhand Rehabilitation and Development Authority, Dhanbad. Survey of affected site by JRDA has done.
xviii	Regular monitoring of groundwater level and quality of the study area shall be carried out by establishing a network of existing wells and construction of new peizometers. The monitoring for quantity shall be done four times a year in pre-monsoon (May), monsoon (August), post-monsoon (November) and winter (January) seasons and for quality including Arsenic and Fluoride during the month of May. Data thus collected shall be submitted to the Ministry of Environment & Forest and to the Central Pollution Control Board/SPCB quarterly within one month of monitoring. Rainwater harvesting measures shall be undertaken in case monitoring of water table indicates a declining trend.	Groundwater level and quality is being regularly monitored by CMPDIL. BCCL floated the Tender for awarding the work for Drilling and installation of 23 nos of piezometric wells in the command area of BCCL on 28.03.2017; 22.12.2017; and 14.02.2019 . However, no Bidder qualified for final award of work. Accordingly, the proposal cost estimate was completely revised and tender was floated on 05.07.2021. The tender has opened on 28.07.2021 and four bidders have participated. Tender committee has concluded the technical scrutiny, opened the price bid and the recommended L1 Bidder for award of work. The proposal is under competent approval and letter of acceptance/Work order will be issued tentatively by Jan-22 with timeline of six months for completion. Water level monitoring at 5 hydrograph stations has been done in the months of May, August & November'2020 & Jan 2021 . (Soft copy of report with Copy of eNIT Notice is enclosed as Annexure II)

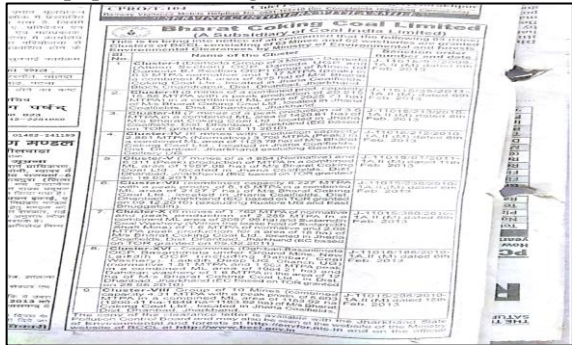
xix	Regular monitoring of subsidence movement on the surface over and around the working area and impact on natural drainage pattern, water bodies, vegetation, structure, roads, and surroundings shall be continued till movement ceases completely. In case of observation of any high rate of subsidence movement, appropriate effective corrective measures shall be taken to avoid loss of life and material. Cracks shall be effectively plugged with ballast and clayey soil/suitable material.	As the area is having O/C working mines, hence no subsidence is there.
xx	Sufficient coal pillars shall be left un extracted around the air shaft (within the subsidence influence area) to protect from any damage from subsidence, if any.	Presently only OCP working exist.
xxi	High root density tree species shall be selected and planted over areas likely to be affected by subsidence.	As the area is having O/C mines, hence no subsidence is there.
xxii	Depression due to subsidence resulting in water accumulating within the low lying areas shall be filled up or drained out by cutting drains.	As the area is having O/C mines, hence no subsidence is there.
xxiii	Solid barriers shall be left below the roads falling within the blocks to avoid any damage to the roads.	As the area is having O/C mines, hence no subsidence is there.
xxiv	No depillaring operation shall be carried out below the township/colony.	Presently only OCP working exist in this cluster.
xxv	A detailed CSR Action Plan shall be prepared for Cluster II group of mines. Specific activities shall be identified for CSR for the budget of Rs 77.50 Lakhs per year @ Rs 5/T of coal provided for CSR for 2012-2013 and Rs. 5/T of coal as recurring expenditure. The 416.98 ha of area within Cluster II ML existing as waste land and not being acquired shall be put to productive use under CSR and developed with fruit bearing and other useful species for the local communities. In addition to afforesting 1237.48 ha of area at the post-mining stage, the 122.18ha of fallow/abandoned land and 416.98 ha waste land /barren land within Cluster- II mining lease area shall be rehabilitated/reclaimed as forest/agricultural land under CSR Plan in consultation with local communities. Third party evaluation shall be got carried out regularly for the proper implementation of activities undertaken in the project area under CSR. Issue raised in the Public Hearing shall also be integrated with activities being taken up under CSR. The details of CSR undertaken along with budgetary provisions for the village-wise various activities and expenditure thereon shall be uploaded on the company website every year. The company must give priority to capacity building both within the company and to the local youth, who are motivated to carry out the work in future.	BCCL is implementing CSR activities, as per Govt. norms with a CSR Committee being evaluated by Tata Institute of Social Science. Rs. 191.67 lakhs spend for Construction and maintenance of toilets for 5 years in Government schools in Gumla District under Swachh Vidyalaya Abhiyan. 125 toilets in 69 schools were constructed. All welfare/ CSR activities are also uploaded in Company web site. Work undertaken as per issue raised(Road, electricity, water availability, pond creation & cleaning etc) is given in Annexure III A (Expenditure under CSR is given in CSR Booklet enclosed as Annexure III)
xxvi	Details of transportation, CSR, R&R and implementation of environmental action plan for the clusters-II should be brought out in a booklet form within a year and regularly updated.	Booklet form is being maintained. (Soft copy of booklet is enclosed as Annexure III.) Environmental action plan is formulated and implementation is initiated.

xxvii	Mine discharge water shall be treated to meet standards prescribed standards before discharge into natural water courses/agriculture. The quality of the water discharged shall be monitored at the outlet points and proper records maintained thereof and uploaded regularly on the company website.	Mine discharge water is being allowed to settle down in the mine sumps and is being used for domestic purpose after treatment through Pressure Filter. Regular monitoring of Water Quality Parameters is being carried out by CMPDIL and reports are being uploaded regularly on company website. Max. value of parameters of mine discharge is given in the table below: <table><tr><td>Total Suspended Solids</td><td>51</td></tr><tr><td>pH</td><td>8.89</td></tr><tr><td>Oil & Grease</td><td>< 2</td></tr><tr><td>COD</td><td>48</td></tr></table> (Soft copy of monitoring report is enclosed as Annexure IV)	Total Suspended Solids	51	pH	8.89	Oil & Grease	< 2	COD	48
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xxviii	No groundwater shall be used for the mining activities. Additional water required, if any, shall be met from mine water or by recycling/reuse of the water from the existing activities and from rainwater harvesting measures. The project authorities shall meet water requirement of nearby village(s) in case the village wells go dry to dewatering of mine.	It is being complied and mine water is being used for the industrial purpose. Further mine water is also utilized for the community and irrigation purposes. Following action has been taken by the Company: 1. Utilization of surplus mine water for irrigation, pisciculture purpose.								
xxix	The void shall be converted into a water reservoir of a maximum depth of 15-20 m and shall be gently sloped and the upper benches of the reservoir shall be stabilised with plantation and the periphery of the reservoir fenced. The abandoned pits and voids should be backfilled with OB and reclaimed with plantation and or may be used for pisciculture.	. The void will be converted into the water body as specified in EMP at the end of the mining.								
xxx	Regular monitoring of groundwater level and quality of the study area shall be carried out by establishing a network of existing wells and construction of new peizometers. The monitoring for quantity shall be dome four times a year in pre-monsoon (May), monsoon (August), post-monsoon (November) and winter (January) seasons and for quality including Arsenic and Fluoride during the month of May. Data thus collected shall be submitted to the Ministry of Environment & Forest and to the Central Pollution Control Board/SPCB quarterly within one month of monitoring. Rainwater harvesting measures shall be undertaken in case monitoring of water table indicates a declining trend.	Groundwater level and quality is being regularly monitored by CMPDIL. BCCL floated the Tender for awarding the work for Drilling and installation of 23 nos of piezometric wells in the command area of BCCL on 28.03.2017; 22.12.2017; and 14.02.2019 .However, no Bidder qualified for final award of work.. Accordingly, the proposal cost estimate was completely revised and tender was floated on 05.07.2021. The tender has opened on 28.07.2021 and four bidders have participated. Tender committee has concluded the technical scrutiny, opened the price bid and the recommended L1 Bidder for award of work. The proposal is under competent approval and letter of acceptance/Work order will be issued tentatively by Jan-22 with timeline of six months for completion. Water level monitoring at 5 hydrograph stations has been done in the months of May, August & November'2020 & Jan 2021 .(Soft copy of report with Copy of eNIT Notice is enclosed as Annexure II)								
xxxi	ETP shall also be provided for workshop, and CHP, if any. Effluents shall be treated to confirm to prescribe standards in case discharge into the natural water course.	Oil & grease Trap for workshop is provided								

xxxii	The location of monitoring stations in the Jharia coalfield should be finalized in consultation with Jharkhand State Pollution Control Board.	The location of monitoring stations in the Jharia Coalfield has been finalized with the Jharkhand State pollution Control Board.
xxxiii	For monitoring land use pattern and for post mining land use, a time series of land use maps, based on satellite imagery (on a scale of 1: 50000) of the core zone and buffer zone, from the start of the project until end of mine life shall be prepared once in 3 years (for any one particular season which is consistent in the time series), and the report submitted to MOEF and its Regional office at Bhubaneswar.	Presently a time series map of vegetation cover in the Jharia Coal Field is being carried out through CMPDI, Ranchi using satellite imagery for every 3 years & it has been uploaded on the official website of company. Also CIL issued a work order to CMPDI for monitoring of land reclamation status of all the OC coal mines having production capacity of more than 5MM3 /Annum(coal+ OB) regularly on annual basis and for monitoring of less than 5 MM3I Annum at an interval of 3 years. With a total leasehold area of 16.32 Km2, two projects, Block-II and Muraidih were considered for land reclamation monitoring based on satellite data during 2019-20. Total excavated area is only 5.77 Km2, of which 0.85 Km2 area (14.73%) has been planted, 3.82 Km2 area (66.20%) is under backfilling and 1.10 Km2 area (19.06%) is under active mining. It is evident from the analysis that 80.94% of total area of the two OC projects has come under reclamation and balance 19.06% area is under active mining. (Soft copy of land reclamation report is enclosed as Annexure V)
xxxiv	A Final Mine Closure Plan along with details of Corpus Fund shall be submitted to the Ministry of Environment & Forests five year before mine closure for approval. Habitat Restoration Plan of the mine area shall be carried out using a mix of native species found in the original ecosystem, which were conserved in-situ and ex-situ in an identified area within the lease for reintroduction in the mine during mine reclamation and at the post mining stage for habitat restoration.	BCCL is being depositing the amount in ESCROW account as specified in the progressive mine closure Plan. A Final Mine Closure Plan along with details of Corpus Fund will be submitted to the Ministry of Environment & Forests five year before mine closure for approval. Native species (Sheesham,sirish,Arjuna,grass etc) are being used in mine reclamation. (Details of amount deposited enclosed as Annexure VI)
xxxv	A separate management structure for implementing environment policy and socio-economic issues and the capacity building required in this regard.	A full-fledged Environment cell, with a suitable qualified multidisciplinary team of executives has been established. GM (Environment) at head quarter level, co-ordinates with all the Areas and reports to the Director (Technical) and in turn he reports to the CMD of the company. Socio economic issues and capacity building are being evaluated by Tata Institute of Social Science.
xxxvi	(A) Corporate Environment Responsibility:	

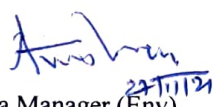
	a)The Company shall have a well laid down Environment Policy approved by the Board of Directors. b)The Environment Policy shall prescribe for standard operating process/procedures to bring into focus any infringements/deviation/violation of the environmental or forest norms/conditions. c) The hierarchical system or Administrative Order of the company to deal with environmental issues and for ensuring compliance with the environmental clearance conditions shall be furnished. d)To have proper checks and balances, the company shall have a well laid down system of reporting of non-compliances/violations of environmental norms to the Board of Directors of the company and/or shareholders or stakeholders at large.	A well defined Corporate Environment Policy has already been laid down and approved by the Board of Directors. This is also posted on BCCL website. Complied. A hierarchical system of the company to deal with environmental issues from corporate level to mine level already exists. Being complied.
B	General Conditions by MOEF:	
i	No change in mining technology and scope of working shall be made without prior approval of the Ministry of Environment and Forests.	Mining is being done by shovel-dumper combination.
ii	No change in the calendar plan of production for quantum of mineral coal shall be made.	Noted.
iii	Four ambient air quality monitoring stations shall be established in the core zone as well as in the buffer zone for PM ₁₀ , PM _{2.5} , SO ₂ and NO _x monitoring. Location of the stations shall be decided based on the meteorological data, topographical features and environmentally and ecologically sensitive targets in consultation with the State Pollution Control Board. Monitoring of heavy metals such as Hg,As,Ni,Cd,Cr ,etc carried out at least once in six months.	The location of monitoring stations in Jharia Coal Field has been finalized in consultation with the Jharkhand State Pollution Control Board. Ambient air quality along with heavy metals such as Hg ,As, Ni, Cd, Cr ,etcis carried out at least once in six months by CMPDIL. (Soft copy of monitoring report is enclosed as Annexure IV)
iv	Data on ambient air quality (PM ₁₀ , PM _{2.5} , SO ₂ and NO _x Hg, As, Ni, Cd,Cr and other monitoring data shall be regularly submitted to the Ministry including its Regional Office at Bhubaneswar and to the State Pollution Control Board and the Central Pollution Control Board once in six months. Random verification of samples through analysis from independent laboratories recognized under the EPA rules,1986 shall be furnished as part of compliance report.	Data on ambient air and other monitoring data is being regularly submitted to the Ministry & Pollution Control Board along with compliance report. (Soft copy of report is enclosed as Annexure IV)
v	Adequate measures shall be taken for control of noise levels below 85 dBA in the work environment. Workers engaged in blasting and drilling operations, operation of HEMM, etc shall be provided with ear plugs/muffs.	Noise level varies from 67.9 dBA (Madhuband Washery) to 53.7dBA (Madhuband UGP) . Regular maintenance of vehicles and other machineries are being practiced for control of noise level. Ear plugs/muffs are provided (250 Nos in 2020-21) to the persons engaged in blasting and drilling operations, operation of HEMM, etc . (Soft copy of monitoring report is enclosed. as Annexure IV)
vi	Industrial waste water (workshop and waste water from	Oil and grease trap is installed for treatment of

	the mine) shall be properly collected, treated so as to conform to the standards prescribed under GSR 422 (E) dated 19 th May 1993 and 31 st December 1993 or as amended from time to time before discharge. Oil and grease trap shall be installed before discharge of workshop effluents.	Workshop effluents.  (Oil & Grease trap) Excess mine water is being stored at old quarries and ponds for community use. This will help to recharge the ground water.
vii	Vehicular emissions shall be kept under control and regularly monitored. Vehicles used for transporting the mineral shall be covered with tarpaulins and optimally loaded.	Regular pollution under control check-up is being done. Regular maintenance of vehicle is being practiced to keep vehicular emission under control. Coal is being transported in tarpaulin covered trucks. (Pollution under control certificate of vehicles are enclosed as Annexure VII)
viii	Monitoring of environmental quality parameters shall be carried out through establishment of adequate number and type of pollution monitoring and analysis equipment in consultation with the State Pollution Control Board and data got analyzed through a laboratory recognized under EPA Rules, 1986.	It is being done by CMPDIL, Ranchi having NABL accreditation.
ix	Personnel working in dusty areas shall wear protective respiratory devices and they shall also be provided with adequate training and information on safety and health aspects.	2300 Nos. of dust masks was provided in 2020-21 to personnel working in dusty areas . Vocational training center under separate Human Resource Development Deptt. is conducting regular training programme on these issues. More than 500 nos of employee got training at VTC Barora in FY 2020-21 (Training list enclosed as Annexure VIII)
x	Occupational health surveillance programme of the workers shall be undertaken periodically to observe any contractions due to exposure to dust and to take corrective measures, if needed and records maintained thereof. The quality of environment due to outsourcing and the health and safety issues of the outsourced manpower should be addressed by the company while outsourcing.	Initial Medical Examination (IME) and Periodical Medical Examination (PME) of all the personnel are carried out as per the Statutes and Director General of Mines Safety (DGMS) guideline. Medical examination of outsourcing Manpower is also being done.
xi	A separate environmental management cell with suitable qualified personnel shall be set up under the control of a Senior Executive, who will report directly to the Head of the company.	A full-fledged Environment cell, with a suitable qualified multidisciplinary team of executives has been established. GM (Environment) at head quarter level, co-ordinates with all the Areas and reports to

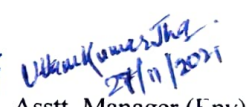
		the Director (Technical) and in turn he reports to the CMD of the company. Socio economic issues and capacity building are being evaluated by Tata Institute of Social Science.
xii	The funds earmarked for environmental protection measures shall be kept in separate account and shall not be diverted for other purpose. Year-wise expenditure shall be reported to this Ministry and its Regional Office at Bhubaneswar.	Separate head "plantation", & "environment" is there for recurring expenditure and used for eco-restoration, environmental protection measures, statutory payments etc. In 2020-21 approx Rs.40 lakhs expenditure incurred on plantation, eco-restoration & environmental monitoring. (Excluding the cost of manpower & Diesel consumed in water spraying tanker)
Xiii	The project authorities shall advertise at least in two local newspapers widely circulated around the project, one of which shall be in the vernacular language of the locality concerned within seven days of the clearance letter informing that the project has been accorded environmental clearance and a copy of the clearance letter is available with the State Pollution control Board and may also be seen at the website of the ministry of Environment & Forests at http://envfor.nic.in .	It has been complied. Advertisement in local newspaper has been given. 
xiv	A copy of the environmental clearance letter shall be marked to concern Panchayat/Zila Parishad, Municipal corporation or Urban local body and local NGO, if any, from whom any suggestion /representation has been received while processing the proposal. A copy of the clearance letter shall also be displayed on company's website.	Being complied. Clearance letter has been displayed on Company web site. Also Clearance letter has been sent to Mukhiya of different Panchayat. (Soft copy of letters are enclosed as Annexure IX)
xv	A copy of the environmental clearance letter shall also be displayed on the website of the concerned State Pollution Control Board. The EC letter shall also be displayed at the Regional Office, District Industry Sector and Collector's Office/Tehsildar's Office for 30 days.	Complied.
xvi	The clearance letter shall be uploaded on the company's website. The compliance status of the stipulated environmental clearance conditions shall also be uploaded by the project authorities on their website and updated at least once every six months so as to bring the same in public domain. The monitoring data of environmental quality parameter (air, water, noise and soil) and critical pollutant such as PM ₁₀ , PM _{2.5} , SO ₂ and NO _x (ambient) and critical sectoral parameters shall also be displayed at the entrance of the project premises and mine office and in corporate office and on company's website.	Clearance letter has been displayed on Company web site and updated regularly. The monitoring data of environmental quality parameter (air, water, noise and soil) and critical pollutant such as PM ₁₀ , PM _{2.5} , SO ₂ and NO _x (ambient) and critical sectoral parameters is being displayed at the entrance of the project premises and Area office.
xvii	The project proponent shall submit six monthly compliance reports on status of compliance of the stipulated environmental clearance conditions (both in hard copy and in e-mail) to the respective Regional	Being submitted.

	Office of the Ministry, respective Zonal Office s of CPCB and the SPCB.	
xviii	The Regional Office of this Ministry located at Bhubaneswar shall monitor compliance of the stipulated conditions. The Project authorities shall extend full cooperation to the office(s) of the Regional Office by furnishing the requisite data/ information/monitoring reports.	The Project authorities shall extend full cooperation to the office(s) of the Regional Office by furnishing the requisite data/ information/monitoring reports.
xix	The Environmental statement for each financial year ending 31 March in For -V is mandated to be submitted by the project proponent for the concerned State Pollution Control Board as prescribed under the Environment (Protection) Rules,1986,as amended subsequently, shall also be uploaded on the company's website along with the status of compliance of EC conditions and shall be sent to the respective Regional Offices of the MoEF by E-mail.	Being submitted on time.


General Manager
Block-II Area

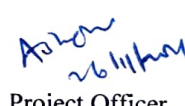

Area Manager (Env)
Block-II Area


Project Officer
ABOCP Mine


Asstt. Manager (Env)
ABOCP Mine


General Manager
Barora Area


Area Manager (Env)
Barora Area


Project Officer
AMP Colliery


Asstt. Manager (Env)
AMP Colliery

ANNEXURE-I

**DELINEATION OF SURFACE COAL FIRE AND
ASSOCIATED LAND SUBSIDENCE IN THE
JHARIA COALFIELD, USING SATELLITE
BASED REMOTE SENSING TECHNIQUES**



**GEODYNAMICS AND GEOHAZARDS DIVISION
GEOSCIENCES GROUP
REMOTE SENSING APPLICATIONS AREA
NATIONAL REMOTE SENSING CENTRE
INDIAN SPACE RESEARCH ORGANISATION
DEPT. OF SPACE, GOVT. OF INDIA
HYDERABAD-500 037**

AUGUST, 2021

data is difficult as it requires visible signatures of subsidence in the form of cracks on the ground and damage to anthropogenic structures. In this study, data analysis and consequent field verification resulted in identification of 4 subsidence areas, within the BCCL mine boundary. Of these, the major area where considerable ground subsidence is occurring is the Moonidih UG project. Long term underground mining has resulted in continuous subsidence in the area. Apart from this, the other three areas are south of South Govindpur, Bagdigi and Bhagaband mines, however, the field evidences of the same are not conclusive. No quantitative estimates of the subsidence have been carried out in the study.

7.2 Conclusions

The following conclusions can be made:

1. As of the date of study in the year 2020 and in comparison with the previous study done in 2017, there has been a change in areal extent and disposition of the fire affected areas. On the other hand, persistent subsidence is seen in the Moonidih area due to underground mining activities.
2. Compared to 2012, the eastern flanks (Lodna, Tisra, Bhulanbarai areas) show considerable decrease in fire disposition and the western flank (Shatabdi and Block II area) show diminished fire presence.
3. The fires are continuation of existing fire affected areas as seen in the 2017 study.
4. The mines in Kusunda remain to be the worst affected with maximum presence of active fires.
5. There is a decrease in areal extent of the fire from 2017 to 2020. As compared 2017, when the total fire affected extent of the JCF was about 3.28 km²; in 2020 total fire affected extent is about 1.89 km² (including TISCO mines). Within the mining lease of BCCL (excluding TISCO) in comparison 2017, when the total fire affected extent of the JCF was about 3.27 km²; in 2020 total fire affected extent is about 1.86 km².

***Note:** The minimum mapable unit from satellite image is 30m by 30m or 0.0009 km². Estimations of fire extent (in terms of sq.km.) both in 2017 and in the present 2020 study are pixel based. They may differ from the actual ground area under fire. These estimations are made for comparative purpose only, to indicate the increase or decrease of areal disposition of fire. Hence, they should not be quoted as fire area on the ground.*



GROUNDWATER LEVEL & QUALITY REPORT FOR CLUSTER OF MINES, BCCL

(Assessment year – 2020-21)

[CLUSTER – I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XIII, XIV, XV & XVI of Mines, BCCL]

JHARIA COALFIELD AND RANIGANJ COALFIELD (PART)

**For
(BHARAT COKING COAL LIMITED)**

(A Subsidiary of Coal India Limited)

KOYLA BHAWAN (DHANBAD)

**Prepared by
Hydrogeology Department
Exploration Division
CMPDI (HQ), Ranchi**

MARCH – 2021



**GROUNDWATER LEVEL & QUALITY REPORT
FOR CLUSTER OF MINES, BCCL**

(Assessment year – 2020-21)

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MARCH – 2021

B. GROUND WATER LEVEL OF CLUSTER-II

Cluster-II consists of seven mines namely; (Block II Mixed mines (OCP & UGP), Jamunia OCP, Shatabdi OCP, Muraidih Mixed mines (OCP & UGP), and Phularitand OCP of BCCL is located in the western most part of Jharia coalfield in Bokaro district and Dhanbad district of Jharkhand. The life of the project works out upto 30 years considering annual target production of 20.215 MTPA. It is located in the extreme western part of Jharia Coalfield in Dhanbad district of Jharkhand (Toposheet no- 73 I/1 and I/5).

The present leasehold area of Cluster-II is 2260.54 Ha. The Damoda block area marked by more or less flat and gently undulating topography. The RL varies from 176 m to 235 m AMSL. Jamuniya River, Khudia River and its tributaries are controlling the drainage system of the area. The area comes under the watershed of Jamuniya River and Khudia River.

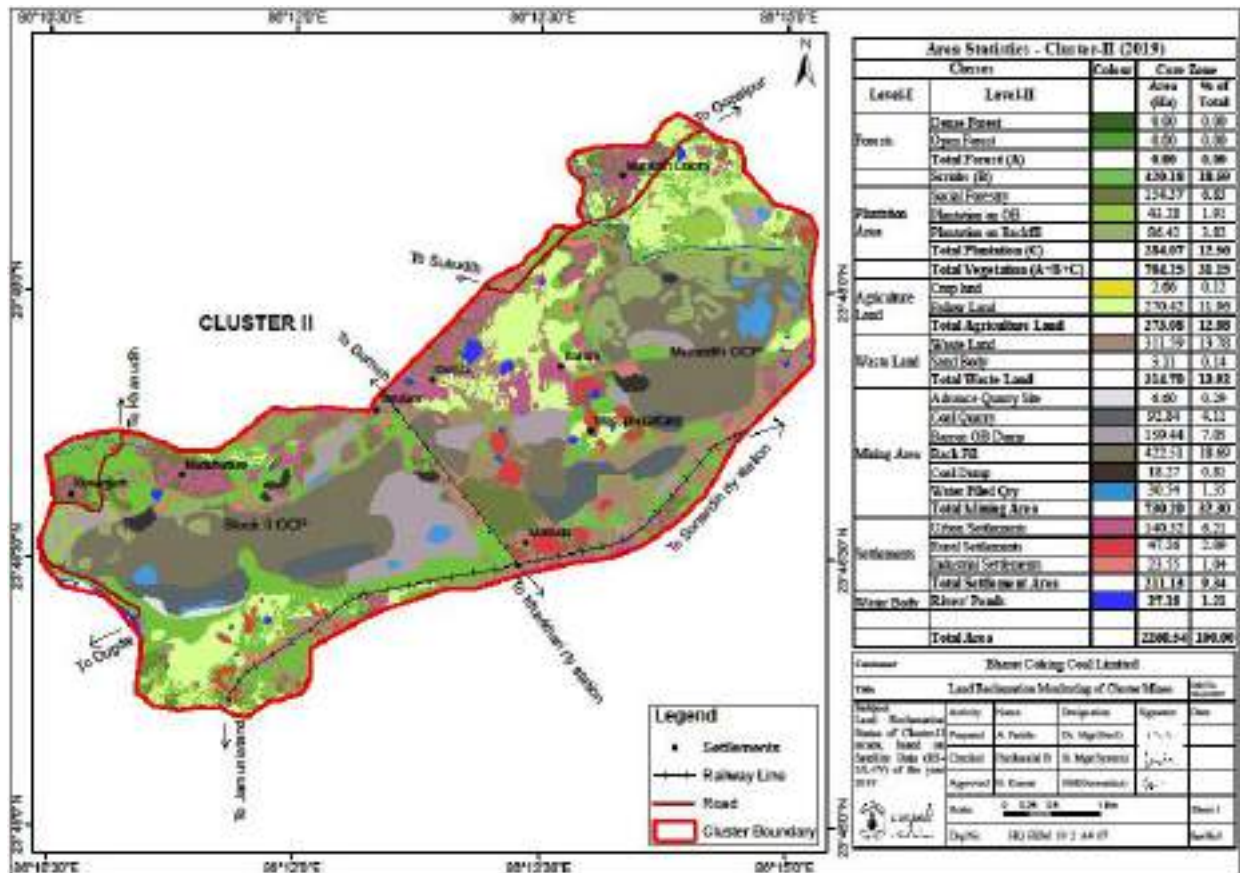
Monitoring stations (**B-1, B-59, B-60, B-61A and B-62A**) are located in the core zone of the mine area. Water level monitoring in these monitoring stations has done in the months of May'20, August'20, and Nov'20 and January'21, the Ground water level data enclosed in the table below:

Sl No.	Well No.	Location	Water level (bgl in meters)											
			2020-21				2019-20				2018-19			
			May	Aug	Nov	Jan	May	Aug	Nov	Jan	Feb	May	Aug	Nov
1	B-1	Muraidih	3.28	0.73	1.63	1.73	3.18	1.33	1.73	1.98	1.68	2.88	1.48	2.08
2	B-59	Khodovaly	5.25	0.67	1.40	2.10	6.20	0.80	0.90	1.20	1.38	5.47	0.90	1.10
3	B-60	Bahiyardih	10.33	0.91	3.21	6.13	8.13	1.23	3.23	4.93	8.21	13.68	3.13	4.23
4	B61A	Kesargora	3.32	0.85	1.60	2.07	3.32	1.39	0.52	1.12	1.27	2.57	2.62	2.02
5	B62A	Sadiyardih	6.95	2.77	3.00	4.95	7.55	2.80	3.25	4.95	5.87	8.27	4.00	4.78
Average WL (bgl)			5.83	1.19	2.17	3.40	5.68	1.51	1.93	2.84	3.68	6.57	2.43	2.84

LAST THREE-YEAR ASSESSMENT:

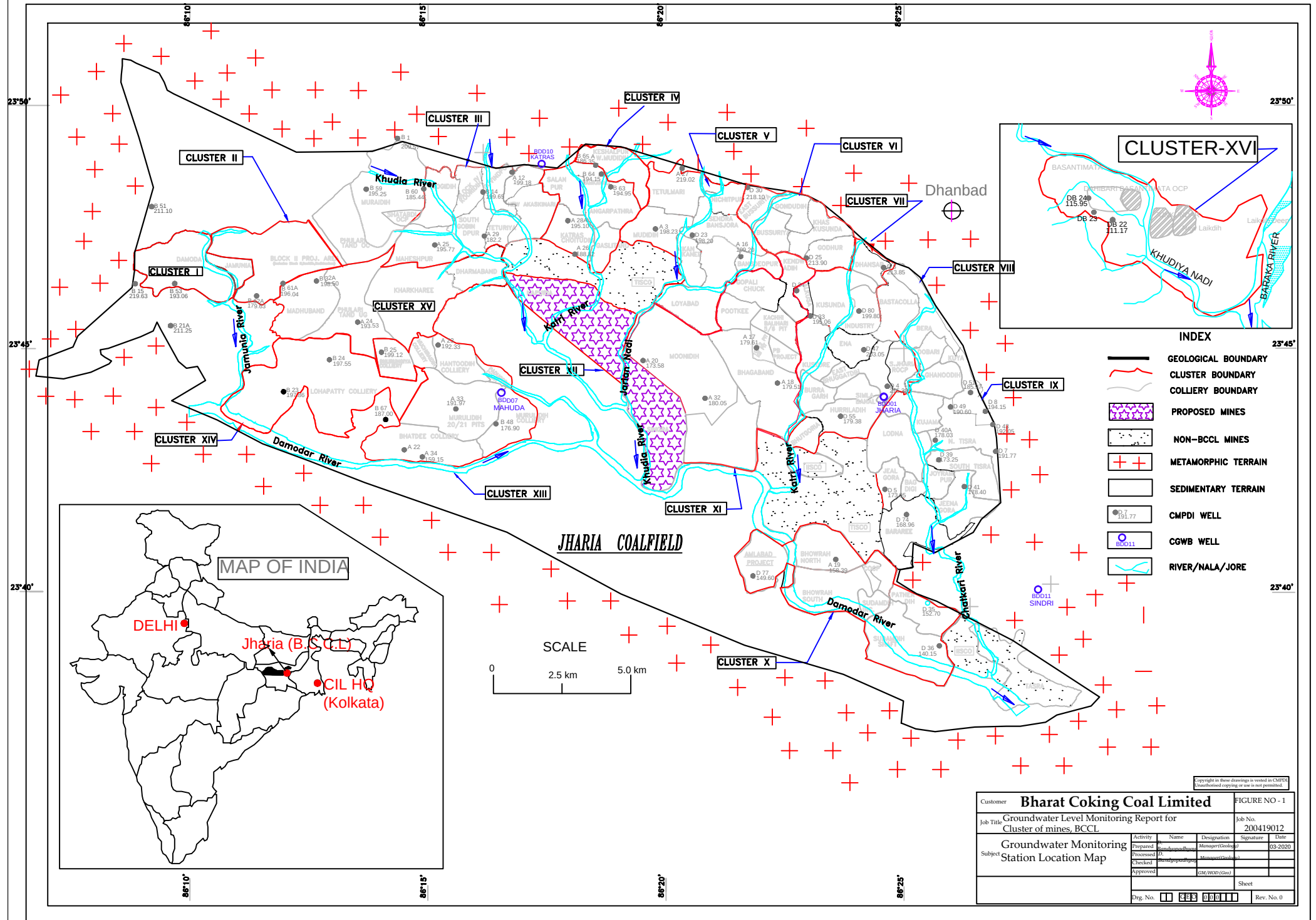
Pre-monsoon GW Level (m): Min – 2.57 m Max – 13.68 m
Post-monsoon GW Level (m): Min – 0.52 m Max – 4.78 m

LAND USE / LAND COVER MAP OF THE CLUSTER-II MINES, BCCL

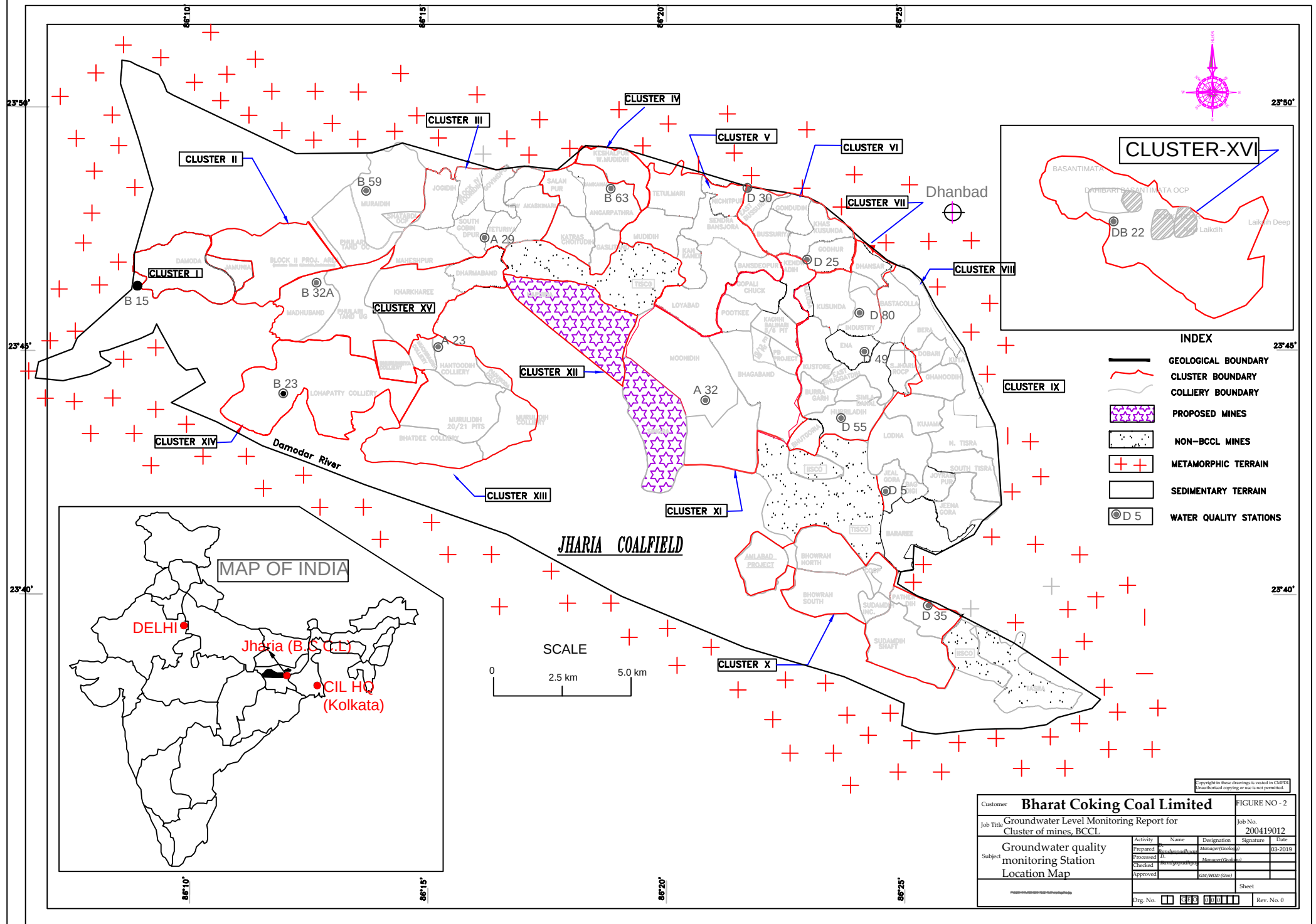


Sl no	Land Use Details	Existing (sq. meter)	Proposed (sq. meter)	Grand Total (sq. meter)
1	Green Belt Area	977.33 x 10 ⁴	977.33 x 10 ⁴	977.33 x 10 ⁴
2	Open Land	1072.08 x 10 ⁴	1072.08 x 10 ⁴	1072.08 x 10 ⁴
3	Road/ Paved Area	140.32 x 10 ⁴	140.32 x 10 ⁴	140.32 x 10 ⁴
4	Roof top area of building/ sheds	70.81 x 10 ⁴	70.81 x 10 ⁴	70.81 x 10 ⁴
5	Total	2260.54 x 10 ⁴	2260.54 x 10 ⁴	2260.54 x 10 ⁴

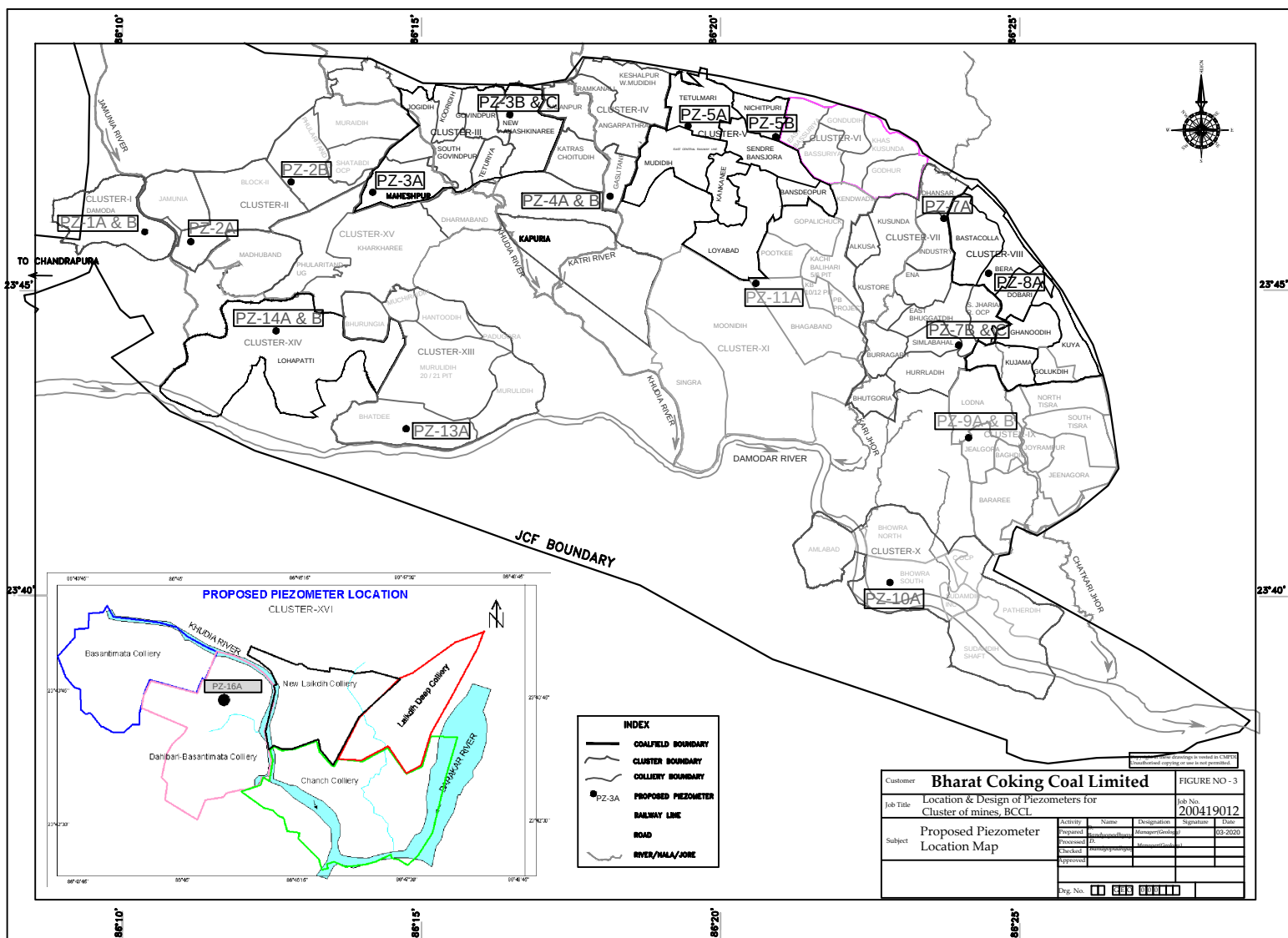
GROUNDWATER MONITORING STATION LOCATION MAP

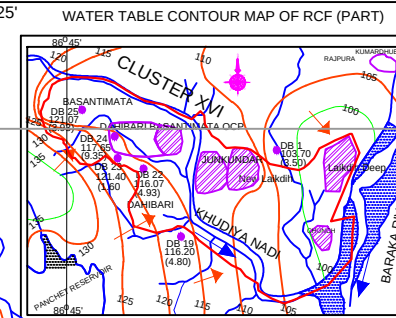


GROUNDWATER QUALITY MONITORING STATION LOCATION MAP



PROPOSED PIEZOMETER LOCATION MAP, JCF & RCF (part)

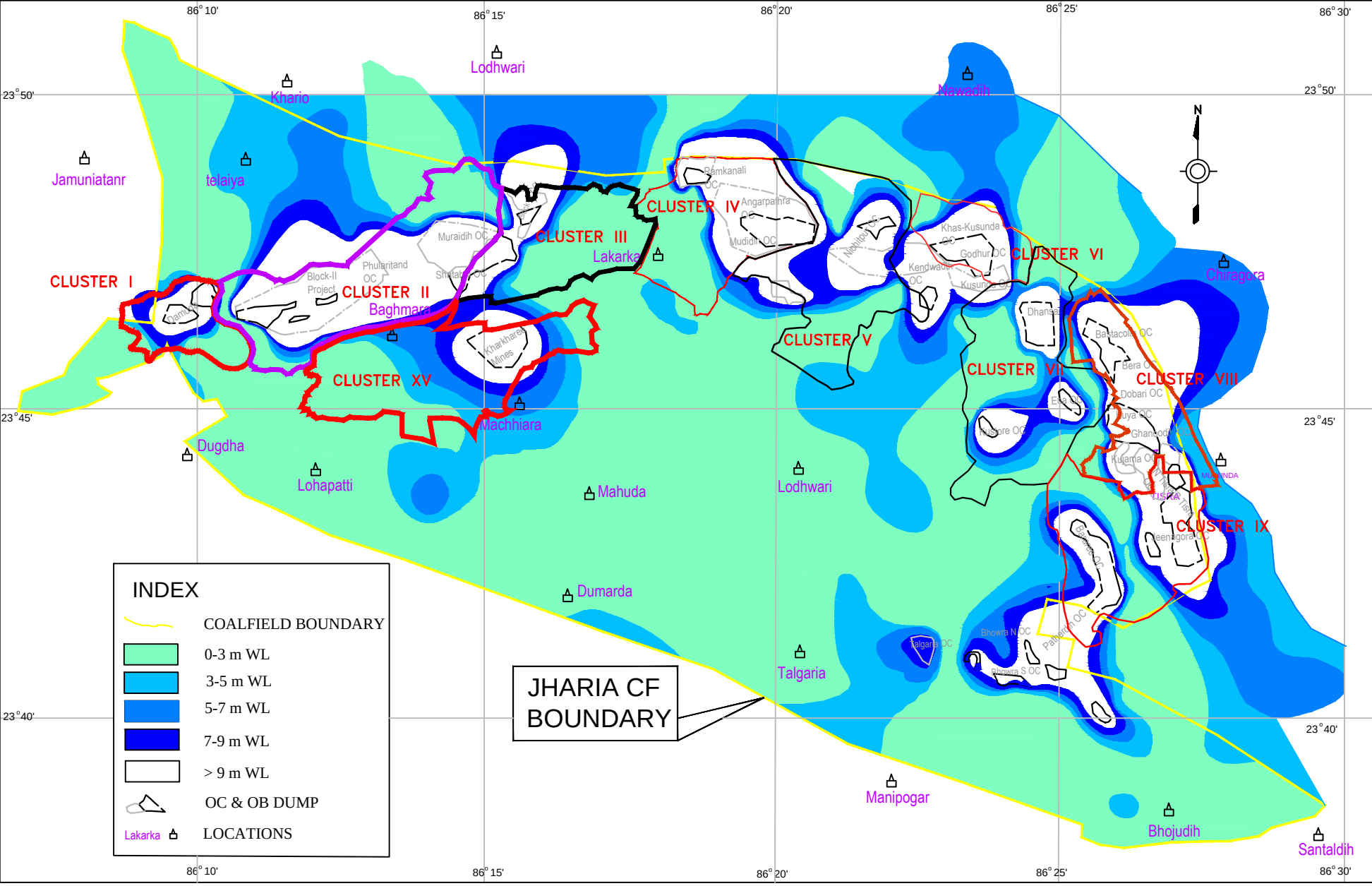


[illegible]

	WATER TABLE CONTOUR (m)
	RIVER/NALA/JORE
	CMPDI OBSERVATION WELL
	EXISTING/ABANDONED MINES
	GW FLOW DIRECTION
	RIVER FLOW DIRECTION

REF. - Drawing No. - XYZABC - REV No. - MNO DATED - 11-11-2011										COPYRIGHT IN THIS DRAWING IS VESTED IN CPMDI UNAUTHORISED COPYING OR USE IS NOT PERMITTED																																																																																																																																																																																																																																															
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Subject										WATER TABLE CONTOUR MAP										Activity										Name										Designation										Signature										Date																																																																																																																																																																																													
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DEPTH TO WATER LEVEL MAP OF JHARIA COALFIELD



INDEX

0-3 m WL

3-5 m WL

Lakarka

Customer: BHARAT COKING COAL LIMITED

Job Title: HYDROGEOLOGICAL STUDIES FOR BCCL CLUSTERS

Subject: DEPTH TO WATER LEVEL MAP

Activity: Prepared by: J.S. CHAKRABORTY, Checked by: J.S. CHAKRABORTY, Approved by: J.S. CHAKRABORTY

Scale: 5000

Sheet: 15000

Rev: 0

CMPDI ISO 9001 Company

	भारत कोकिंग कोल लिमिटेड (कोल इंडिया लिमिटेड का एक अंग) BHARAT COKING COAL LIMITED (A Subsidiary of Coal India Limited) Civil Engineering Department, Koyla Nagar, Dhanbad – 826 005 (JH) <i>Corporate Identity No. (CIN): U10101JH1972GOI000918</i> GSTIN: 20AAACB7934MFZB (JH), 19AAACB7934M2Z7 (WB) e-mail: gmcivil.bccl@coalindia.in; Website – www.bcclweb.in
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NIT Ref. BCCL/CED/TC/eNIT-12/2021-22/225;

dated: 05.07.2021

Notice Inviting Tender

1. Tenders are invited on-line under two part system on the website <https://coalindiatenders.nic.in> from the eligible bidders having 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, for the following work:

Description of work	Location	Estimated Cost of Work (Including GST) (In Rs.)	Period of Completion (In Days)
Drilling and installation of 23 nos of piezometric wells in the command area of BCCL	BCCL Dhanbad	2,16,19,913.33	175 days

Provident fund is applicable for this work.

(i). For Site visit of location of work, the prospective bidder(s) may contact

Tender inviting authority	Contact Person(s)/Tender Dealing Officer(s)	
GM(Civil/Industrial), BCCL	Sri Sunil Nigam GM(Geology) Contact : 9470596404	Preety Priya Assistant Manager(Civil) CED, HQ, BCCL

2. Time Schedule of Tender:

Sl. No	Particulars	Date	Time
a.	Tender e-Publication date	09.07.2021	15:00
b.	Document download start date	09.07.2021	15:00
c.	Document download end date	27.07.2021	15:00
d.	Bid Submission start date	10.07.2021	15:00
e.	Bid submission end date	27.07.2021	15:00
f.	Start date for seeking Clarification on-line	09.07.2021	15:00
g.	Last date for seeking Clarification on-line	20.07.2021	15:00
h.	Technical Bid (Cover I) opening date	28.07.2021	16:00
i.	Price Bid (Cover II) opening date(tentative)	28.08.2021	11:00

Note: The auto extension of submission of bid shall be applicable as per details mentioned in clause No.14 of NIT.

3. Bid Securing Declaration:

3.1 In place of a bid security/EMD, Bidders shall have to sign a Bid securing declaration accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline or any other default which attracts forfeiture of EMD (as prescribed in the existing Manuals) as defined in the request for bid document/Tender Document, they will be banned for two years from being eligible to submit bids in CIL and its subsidiaries. This banning shall be done under the provisions of NIT with the approval of Tender Accepting Authority by Application Admin of CIL e-Procurement Portal.(In case of a JV/Consortium all partners will be banned)

3.2 Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) will be exempt from the payment of earnest money (applicable only for Services tenders).

Such exempted MSE bidders shall upload the scanned copy of document (attested by notary public) in support of exemption will have to be uploaded by the bidder during bid submission. However, this option is to be enabled only in those cases where the exemption of EMD to some bidders is allowed as per NIT.

Bid Securing Declaration in the Undertaking at **Annexure II** shall be **accepted by bidder unconditionally in GTE (General Technical Evaluation)**.

4. Pre-bid Meeting:

The pre-bid meeting if applicable shall be held in the office of Tender Inviting Authority, on the scheduled date & time, if specified in the NIT. The purpose of the pre-bid meeting is to clarify the issues and to answer the questions on any matter that may be raised at that stage. Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidder and it shall

be presumed that the bidder does not require any clarification. The management shall circulate proceedings of the pre-bid meeting, if held.

5. Clarification of Bid:

The bidder may seek clarification on-line within the specified period. However, the management will clarify as far as possible to the relevant queries.

6. User Portal Agreement:

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

7. Eligible Bidders:

The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm, company, Joint Venture having eligibility to participate as per eligibility criteria stipulated in clause No.8 of NIT and having 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.

Note: Joint Venture shall not be allowed for participation in the bid with estimated cost of work put to tender up to Rs. 2.00 (two) crores.

8. Eligibility Criteria:

A. Work Experience:

The Intending bidder must have in its name or proportionate share as a member of Joint Venture/Partnership firm experience of having successfully **completed similar** works, as a prime contractor, during last 7(seven) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) should be any of the following :-

Three similar **completed works** each costing not less than the amount equal to 40% of the estimated cost put to tender.

Or

Two similar **completed works** each costing not less than the amount equal to 50% of the estimated cost put to tender.

Or

One similar **completed work** costing not less than the amount equal to 80% of the estimated cost put to tender.

Experience for those works only shall be considered for evaluation purposes, which match eligibility requirement stipulated above, on or before the last day of month previous to one in which tender has been invited(publication date of NIT). The experience of incomplete/ongoing works as on last date of eligibility period will not be considered for evaluation. If the referred work includes construction as well as maintenance after construction, the experience of such work may be considered as 'acceptable' if the construction part is completed as on the last date of 'eligibility period', even if maintenance work is ongoing, and the certificate issued clearly stipulates the same .

In all the above cases, while considering the value of completed works, the full value of completed work be considered whether or not the date of commencement is within the said 7(seven) years period. The date of completion of work should be during last

7(seven) years ending last day of month previous to the one in which bid applications are invited.

Cost of previous completed works shall be given a simple weightage of 5% per year to bring them at current price level, while evaluating the qualification requirement of the bidder. Such weightage shall be considered after end date of completion. Updating will be considered for full or part of the year (total no. of days / 365) i.e. considering 365 days in a year, till the last day of month previous to one in which bid has been invited.

In case the bidder is not a prime contractor, but a sub-contractor, the bidder's experience as sub-contractor will be taken into account, against suitable document that the contract in support of qualification is a sub-contract in compliance with the provision of such sub-contracts in the original contract awarded to prime contractor. The document may be issued by owner/Govt. department on behalf of the owner.

Joint Venture shall be allowed for participation in the bid with estimated cost above Rs. 2.0 Crores.

The above qualification criteria shall be fulfilled by JV in the following manner:

The qualifying criteria parameter e.g. experience of the individual partners of the J.V will be as deliberated hereinafter towards fulfilment of qualification criteria related to experience.

a) In case of completion of single work of similar nature costing, not less than the amount equal to 80% of the estimated cost put to tender:-

Any of the JV partner shall have the experience of having completed successfully a single work of similar nature equal to 80% of the estimated cost put to tender.

Or

b) In case of completion of two works of similar nature each costing not less than the amount equal to 50% of the estimated cost put to tender :-

i) Any one partner can match the above requirement.

Or

ii) At least two partners should each have completed at least one work of similar nature each costing not less than the amount equal to 50% of the estimated cost put to tender.

Or

c) In case of completion of three works of similar nature, each costing not less than the amount equal 40% of the estimated cost put to tender:-

i) Any one partner can match the above requirement.

Or

ii) Any two partners shall match the above requirement through completion of at least two work by one partner and one work by other partner of similar nature each costing not less than the amount equal 40% of the estimated cost put to tender.

Or

iii) All the three partners shall match the above requirement through completion of at least one work of similar nature each costing not less than the amount equal 40% of the estimated cost put to tender.

However, the participating share of JV partners shall be as below:

i) Lead Partner shall have at least 50% participating share in JV

ii) Other partner(s) shall have at least 20% participating share in JV

Works of similar nature may be suitably defined by respective subsidiaries based on its own necessity.

The definition of Similar work shall be as follows:

“Drilling of 250 mm or more borehole for installation of Piezometer.”

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

- i) Description of qualifying experience (similar nature)
- ii) Work order Number /Agreement Number of each experience
- iii) Name & address of Employer/Work Order Issuing authority of each experience
- iv) Percentage (%) share of each experience (in case the experience has been earned by the bidder as a partner in a joint venture firm/partnership firm then the proportionate value of experience in proportion to actual share of bidder in that joint venture firm/partnership firm will be considered against eligibility else it shall be taken as 100%).
- v) Executed Value of work against each experience
- vi) Start date & end date of each qualifying experience (similar nature)

Note:

- a. In case the bidder is a Joint Venture, work experience as above may be furnished as the work experience of the bidder. If a bidder participates as a Joint Venture(JV), the benefits as per Public Procurement Policy for MSEs order-2012 shall not be applicable for them (for Service nature of works).
- b. Confirmation in the form of Yes/No regarding submission of similar work experience as defined in the NIT.

B. Financial Turnover: Average annual financial turnover during the last 3 (three) years ending 31st March of the previous financial year should be at least 30% of the estimated cost put to tender.

(The “Previous Financial Year” shall be computed with respect to the e-Publication date of NIT).

If any bidder does not furnish the turnover value for any financial year out of the last 3 financial years, the turnover for that financial year shall be taken as ‘Zero’ and the average annual financial turnover shall be calculated accordingly.

Financial turnover shall be given a weightage to bring them at current price level by adding 5% for each completed year (total number of days/365) after the end of respective financial year (i.e. 31st March) till the last day of month previous to one in which e-tender has been invited.

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

- i) Annual turnover of each of the last 3 (three) years ending 31st March of the previous financial year.
- ii) Name of the Chartered Accountant issuing the Profit and Loss A/c or the Turnover certificate.
- iii) Membership Number of the Chartered Accountant.
- iv) Date of certificate issued by Chartered Accountant.

Note:

- a. In case the bidder is a Joint Venture, the turnover of the individual partners of the JV will be added together for each financial year and is to be furnished as the turnover of

the bidder for that particular financial year. However, the information against Sl.No.(ii) & (iii) above will be given w.r.t. the lead partner of JV only. If a bidder participates as a Joint Venture(JV), the benefits as per Public Procurement Policy for MSEs order-2012 shall not be applicable for them (for Service nature of works).

- b. In case of JV, if financial turnover of all the partners is not submitted; the JV will not be disqualified and instead the required turnover will be calculated assuming zero value for partner/partners who has/have not submitted the financial turn over certificate.

C. Permanent Account Number(PAN) : The bidder should possess valid Permanent Account Number (PAN) issued by Income Tax department, Govt. of India.

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

- i) Confirmation regarding possessing of Permanent Account Number(PAN) issued by Income Tax department, Govt. of India in the form of Yes / No.

Note : In case of JV, PAN card for each Indian partner of JV and Verifiable Tax Residency Certificate of respective country for each foreign partner or JV itself. If a bidder participates as a Joint Venture(JV), the benefits as per Public Procurement Policy for MSEs order-2012 shall not be applicable for them (for Service nature of works).

Scanned copy of documents to be uploaded by bidders in bidder space (Other Important Document): PAN CARD of the bidder.

D. Goods and Services Tax (Not Applicable for Exempted Services)

The bidder should be either GST Registered Bidder under regular scheme

OR

GST Registered Bidder under composition scheme

OR

GST unregistered Bidder

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

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

Note:

i). *In case of JV* a Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India *confirming the status of JV w.r.to GST in compliance with relevant GST rules or GST Registration Certificate of JV.* If a bidder participates as a Joint Venture(JV), the benefits as per Public Procurement Policy for MSEs order-2012 shall not be applicable for them (for Service nature of works).

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

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

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

Scanned copy of documents to be uploaded by bidder(s) in bidder space (Other Important Document)

E. Purchase Preference under 'Make in India' Policy for "Local supplier".

Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020, issued by Govt. of India as amended from time to time shall be applicable.

In terms of the above said policy, purchase preference shall be given to Class-I local supplier.

In terms with the above said policy, Class-I local suppliers and Class-II local suppliers shall be eligible to bid.

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

- A. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under said order.
- B. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under said order.
- C. 'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20% as defined under said order
- D. '*Local Content*' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- E. 'Margin of Purchase Preference' means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference is 20%.

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

- i). Confirmation in the form of Yes/No regarding possessing of required document indicating percentage of local content as enlisted in NIT.

Note:-

- I. If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit either self-certification indicating the percentage of local content in the offered items **as per format in Annexure- II.**
- II. If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content. Scanned copy of documents to be uploaded by bidder(s) in support of information / declara-

tion furnished online by the bidder against Eligibility Criteria **as Other Important Documents in Bidder Space.**

9. Submission of Bid:

a. (i). In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL (<https://coalindiatenders.nic.in>) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person. The bidder is one whose name will appear as bidder in the e-Procurement Portal.

(ii). The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions, Integrity Pact and other conditions, if any, along with 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. No conditional bid shall be allowed/accepted.

(iii). The bidders have to accept unconditionally in GTE (General Technical Evaluation) the Undertaking at **Annexure II** regarding Genuineness of the information furnished by him on-line & authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility criteria, Bid Security Declaration, declaration w.r.t Make in India order dated 16.09.2020, and compliance w.r.t procurement from bidder of a country which shares a border with India etc., **Annexure I** (Letter of Bid), **Annexure-X** (Integrity pact).

Moreover, the **Bidders** are required to upload following Other Important Documents (OID) in the Bidder space and no recycling will be done for these documents i.e. no further clarification will be sought from bidder :

	Eligibility Criteria	Scanned copy of documents to be uploaded by bidder(s) in support of information/declaration furnished online by the bidder in Other Important Documents (OID) in the Bidder space
1	2	3
1	Financial Turnover (Ref. Clause No.8(B) of NIT)	Financial Turnover certificate having a Unique Document Identification Number (UDIN) with Institute of Chartered Accountants of India for last 3 (three) financial years issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India. (In case of JV, turnover certificate for each individual partner of JV. If a bidder participates as a Joint Venture(JV), the benefits as per Public Procurement Policy for MSEs order-2012 shall not be applicable for them (for Service nature of works).)
2	Permanent Account Number (Ref. Clause No.8(C) of NIT)	PAN card issued by Income Tax department, Govt. of India. (In case of JV, PAN card for each Indian partner of JV and Verifiable Tax Residency Certificate of respective country for each foreign partner or JV itself. If a bidder participates as a Joint Venture(JV), the benefits as per Public Procurement Policy for MSEs order-2012 shall not be applicable for them (for Service nature of works))
3	Goods and Ser-	The following documents depending upon the status w.r.to GST as de-

	vices Tax (GST) Status of Bidder <u>(Not Applicable for Exempted Services)</u> (Ref. Clause No.8(D) of NIT and BOQ)	clared by Bidder in the BOQ sheet: a) Status: <u>GST Registered Bidder under regular scheme</u> Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India. b) Status: <u>GST Registered Bidder under composition scheme</u> Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India. c) Status: GST unregistered bidder: Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder in compliance with the relevant GST rules of India. [In case of JV a Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV w.r.t GST in compliance with relevant GST rules or GST Registration Certificate of JV. If a bidder participates as a Joint Venture(JV), the benefits as per Public Procurement Policy for MSEs order-2012 shall not be applicable for them (for Service nature of works).] Note: <i>i) If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST registration as per GST Act and rules.</i>
4	Legal Status of the bidder	<u>Document(s) covered under any one of the following sub-head(s):</u> 1. Affidavit or any other document to prove proprietorship/Individual status of the bidder. Note : <u>Affidavit for legal status of a proprietorship firm should contain the NIT Ref. & Name of work, Purpose of affidavit, deponent Identification document no like Aadhar No, enrolment no of identifying advocate.</u> 2. Partnership deed containing name of partners. 3. Memorandum & Article of Association with certificate of incorporation containing name of bidder. 4. Joint Venture agreement as per format in Annexure-IX containing name of partners and lead partner, Power of Attorney to the Lead Partner and share of each partner. 5. In case of Co-operative societies formed by Project Affected Persons (PAPs), following documents to be submitted: i. Certificate of Registration issued by Registrar of the Cooperative Society. ii. Copy of Rules and Bye Laws of Cooperative Societies.

5	Local supplier status of the Bidder	If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content.
Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.		

b. Confirmatory Documents: All the confirmatory documents as enlisted in the NIT in support of online information submitted by the bidder are to be uploaded in Cover-I by the bidder while submitting his/her/their bid.

	Eligibility Criteria	Scanned copy of documents to be uploaded by bidder(s) in support of information/declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENTS)
1	2	3
1	Work Experience (Ref. Clause No.8(A) of NIT)	Satisfactory Work Completion Certificate issued by the employer against the experience of similar work containing all the information furnished by bidder on-line. In case of Sub-contractor suitable document as per provision of eligibility, if applicable. Work order, BOQ and/or TDS may be sought during clarification or along with deficient documents as per clause 13(B). <i>(In case of JV, Satisfactory Work Completion Certificate against individual partner(s) including Lead Partner of JV as applicable as per details mentioned in clause No. 8. If a bidder participates as a Joint Venture(JV), the benefits as per Public Procurement Policy for MSEs order-2012 shall not be applicable for them (for Service nature of works))</i>
2	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 online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder.
4	Undertakings	Undertaking as per Annexure –II to be submitted by Bidder/s on his/her/their Letter Head regarding : a. Genuineness of the information furnished by him on-line and authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility & Bid Security Declaration. b. Local Supplier status: self-certification indicating the percentage of local content in the offered items (As per Clause No.8(C) of NIT). Note : Only Class-I local suppliers and Class-II local suppliers shall be eligible to bid. Non-local supplier is not eligible to bid. c. Undertaking for CONSENT TO ARBITRATION CLAUSE 16 and 16A

		OF GTC, to be submitted by Partnership/JV firm. d. Performa for certificate regarding Restrictions under Rule 144 (xi) of the GFRs.
Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.		

c. Letter of Bid(LoB): The bidders have to accept unconditionally the Letter of Bid in GTE (General Technical Evaluation) at the time of bid submission. No recycling will be done for this document i.e. no further clarification will be sought from bidder.

d. Price bid: The Price bid containing the Bill of Quantity will be in Excel format and will be downloaded by the bidder and bidder will quote the rates for all items on this Excel file. Prior to quoting the rates in the BOQ file, the bidder will select the appropriate status from the following drop down list given in the BOQ:-

- I. Status: GST Registered Bidder under regular scheme
- II. Status: GST Registered Bidder under composition scheme
- III. Status: GST unregistered bidder

The rates quoted by the bidder will be excluding GST and GST component (to be paid by CIL / Subsidiary and/or the bidder) will appear as a separate entity. The component of GST will be taken by the system based on the status of bidder selected by the bidder during bid submission and with the pre-defined business logic given in the BOQ file by the department. This file will be digitally signed and uploaded by the bidder after ascertaining the correctness of facts and figures.

Thereafter, the bidder will upload the same Excel file during bid submission in cover-II. The Price-bid (excluding GST) will be in Item Rate or Percentage Rate or Mixed Rate[combination of Item Rate and Percentage Rate] BOQ format and the bidder will have to quote for all the tendered items. The Price Bid of the tenderers will have no condition. The price bid which is incomplete and not submitted as per instruction given in this document is liable for rejection.

System for decision of L1 bidder

The L1 bidder will be decided based on Overall Quoted Value (i.e. cost to the Company). The system for decision of L1 bidder will be as per following 02(two) cases:-

Case – 1: Supply for which INPUT TAX CREDIT (ITC) is not available to the Company.

For calculation of Overall Bid Value, the GST [CGST, SGST/UTGST, IGST and GST (compensation to state tax)] to be paid by the bidder **or** by CIL/ Subsidiary taken by the system will be added to decide the L1 i.e the ranking of the Bidders will be decided based on rates quoted by the bidders plus GST. This value of the bidder will be “the Cost to Company”.

Then share of GST to be deposited by CIL/ Subsidiary, if any will be deducted from overall bid value to arrive at the Contract value. The Price-bids of the tenderers shall have no condition. The Price Bid which is incomplete and not submitted as per instruction given above is liable for rejection.

Case – 2: Supply for which INPUT TAX CREDIT (ITC) is available to the Company.

For calculation of Overall Bid Value, the GST [CGST, SGST/UTGST, IGST and GST (compensation to state tax)] to be paid by the Bidder **or** by CIL/ Subsidiary taken by the system will be ignored to decide the L1 i.e the ranking of the Bidders will be decided based on rates quoted by the bidders excluding GST. This value of the bidder will be “the cost to Company”.

Then share of GST to be paid by bidder shall be added with overall bid value to arrive at the Contract value. The Price-bids of the tenderers shall have no condition. The Price Bid which is incomplete and not submitted as per instruction given above is liable for rejection.

Note: The bidder should select their GST category as per clause no. 8.D of NIT.

10. Bid Submission:

All bids are to be submitted on-line on the website <https://coalindiatenders.nic.in>. No bid shall be accepted off-line unless otherwise specified.

11. System Requirement:

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 website. Under any circumstances, CIL/ Subsidiary 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. Opening of Technical Bid:

12.1 The Technical bid (Cover-I) will be opened one day after the Bid submission end date or next working day whichever is later. Technical bid (Cover-I) will be decrypted and opened online by the "Bid Openers" with their Digital Signature Certificates after the prescheduled date & time of Tender Opening.

12.2 The e-Procurement System will evaluate the Technical bids automatically on the basis of relevant data provided by bidder through a form in an objective and structured manner while submitting bid. If the parameter given by bidder in objective and structured manner does not confirm to required eligibility criteria as specified in the tender document then the bid will be auto rejected.

12.3 All the documents uploaded by bidder(s) including i.e. Letter of Bid & EMD exemption documents (if any) (Bid Securing declaration/Udyam Registration Certificate" or any other Registration certificate issued to MSEs) and the Evaluation sheets generated by the system online shall be downloaded after opening of Technical bid (Cover-I). After decryption and opening of Technical bid (Cover-I) the "technical bid opening summary" will be uploaded on the same day.

13. Technical Evaluation of Tender:

- A.** After opening of Technical bid, the documents submitted by bidder(s) in cover I as enlisted in the NIT will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/declarations furnished by the bidder(s) online. If it confirms to all of the information/ declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be considered eligible for opening of price bid.
- B.** In case the Tender Committee finds that there is some deficiency in uploaded documents (i.e. with respect to confirmatory documents) corresponding to the information furnished online or in case corresponding document have not been uploaded by bidder(s) then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 x 24 hours) time for online re-submission by bidder(s). The bidder(s) will get this information on their personalized dashboard under "Upload confirmatory document" link.
- C.** Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e- mail and SMS will not be accepted as a reason of non-submission of documents

within prescribed time. The bidder(s) will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 7 days. No further clarification shall be sought from Bidder.

- D. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.
- E. The tender will be evaluated on the basis of documents uploaded by bidder(s) online. The bidder(s) is/are not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
- F. In case the bidder(s) submit(s) requisite documents online as per NIT, then the bidder(s) will be considered eligible for opening of Price Bid.
- G. Seeking clarification shall be restricted to confirmation of submitted document/online information only and it should be only for one time for a period of upto 7 days. The clarification shall be taken in online mode in the e- Procurement portal of CIL only.
- H. In case bidder(s) fails to confirm the online submitted information(s)/ declaration(s) by the submitted documents as (B) above, their/his bid shall be rejected; however, if the confirmatory documents do not change eligibility status of the bidder in connection his submitted online information(s)/declaration(s), then his/their bid will be accepted for opening of Price Bid.
- I. After Technical evaluation of tender, "Technical Evaluation Summary" will be uploaded by the evaluator and price bid shall be opened on/after preschedule date and time mentioned in the NIT online in the e- Procurement portal of CIL. However, in case there is any extension of date and time of price bid opening, it shall be notified online and price bid shall be opened online on e-Procurement portal of CIL after rescheduled date and time.
- J. In case none of the bidder(s) complies the technical eligibility criteria as per NIT, then bidder(s) will be rejected online and re-tender (if required) will be done (with the same or different quantity, as per the instant requirement).
- K. **If L1 bidder backs out (i.e. Techno commercially established L1 bidder, the bidder will be banned for two years from being eligible to submit bids in CIL and its subsidiaries. This banning shall be done under the provisions of NIT with the approval of Tender Accepting Authority by Application Admin of CIL e-Procurement Portal.**

Note: In case If the defaulter L1 bidder is a Joint Venture(JV) firm, penal action against the JV will also be applicable to all the partners of JV.

- L. **Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020, issued by Govt. of India as amended from time to time shall be applicable.**

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

- I. 
 - i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract for full quantity will be awarded to L-1 at L-1 price by the Purchaser.

- ii) If L-1 is not a Class-I local supplier, 50% of the order quantity shall be awarded to L-1. Thereafter, the lowest bidder among the Class-I local suppliers will be invited to match the L-1 price for the remaining 50% quantity subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such local supplier subject to his matching the L-1 price. In case such lowest eligible Class-I supplier fails to match the L-1 price or accept less than the offer quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L-1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on L-1 bidder.

II.

- i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract will be awarded to L-1.
- ii) If L-1 is not from a Class-I local supplier, the lowest bidder among the **Class-I** local suppliers, will be invited to match the L-1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L-1 price.
- iii) In case such lowest eligible Class-I local supplier fails to match the L-1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L-1 price, then the contract may be awarded to the L-1 bidder.

Note: The confirmation from the bidder regarding matching of L1 price may be taken in confirmatory document link of e-Procurement portal by recycling 'Any other document' link.

Verification of local content :

- I. If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit either self-certification indicating the percentage of local content in the offered items.
- II. If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content.
- III. CIL/ Subsidiary may constitute committees with internal and external experts for independent verification of auditor's / accountant's certificates on random basis and in the case of complaints.
- IV. -False declarations will attract banning of business of the bidder for a period up to two year and with process in line with clause 19 of GTC.

- V. A local supplier who has been debarred by any procuring entity for violation of above order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

Note (For departmental users & not to be part of Tender Document):

1. In case of procurement of all goods, services or works in respect of which the Nodal Ministry of department has communicated that there is a sufficient local capacity and local competition, only Class-I local supplier as defined under the said order, shall be eligible to bid irrespective of purchase value.
2. In procurement of all goods, services or works, not covered by sl. No.1 above and with estimated value of purchases less than Rs.200 crore in accordance to Rule 161 (iv) of GFR 2017, Global tender enquiries shall not be issued except with competent approval as designated by Department of Expenditure. Only Class-I local supplier and Class-II local supplier as defined under the order, shall be eligible to bid in procurements undertaken by procuring entities, except when global tender enquiries have been issued. In global tender enquiries, Non-local suppliers shall also be eligible to bid long with Class-I local suppliers and Class-II local suppliers.

L. Procurement from Micro and Small Enterprises (MSEs) (APPLICABLE FOR SERVICE NATURE OF TENDERS)

i) Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, 25% of the work will be awarded to MSE as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) for the tendered work/item. Where the tendered work can be split, MSE quoting a price within a price band of L1 + 15% shall be awarded at least 25% of total tendered work provided they match L1 price. In case the tendered work cannot be split, MSE shall be awarded full work provided their quoted price is within a price band of L1 + 15% and they match the L1 price.

ii) In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the work may be shared proportionately if the job can be split. If the job cannot be split, then the opportunity to match the L-1 rate of the tender shall be given first to MSE who has quoted lowest rate among the MSEs and the total job shall be awarded to them after matching the L-1 price of the tender. If the MSE who have quoted lowest rate among the MSEs in the price band of L1 + 15% do not agree to match the rate of L1 of the tender, then the MSE with next higher quoted rate in the price band of L1 + 15% shall be given chance to match the rate of L1 for award of the complete job. This process to be repeated in till work is awarded to MSE or MSE bidders are exhausted.

iii) Out of the 25% target of annual procurement from micro and small enterprises 3(three) percent shall be earmarked for procurement from micro and small enterprises owned by women. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, 3(three) percent sub-target so earmarked shall be met from other MSEs.

iv) Out of the 25% target of annual procurement from micro and small enterprises 4(four) percent shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste & Scheduled Tribe entrepreneurs. In the event of failure of such MSEs to participate in the tender

process or meet the tender requirements and L1 price, four percent sub-target so earmarked shall be met from other MSEs.

v) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority must be submitted by the bidder in addition to certificate of registration with anyone of the agencies mentioned in paragraph (I) above. The bidder shall be responsible to furnish necessary documentary evidence for enabling CIL/ Subsidiary to ascertain that the MSE is owned by SC/ST. MSE owned by SC/ST is defined as:

- In case of proprietary MSE, proprietor(s) shall be SC /ST
- In case of partnership MSE, The SC/ST partners shall be holding at least 51% shares in the enterprise.
- In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
- In case of Public Limited Companies, at least 51% share shall be held by SC/ST entrepreneurs at any given point of time.

vi) Classification of Micro and Small Enterprise are as under:

a. Micro Enterprise –Enterprise where the investment in plant and machinery or equipment does not exceed one crore Rupees and turnover does not exceed five core rupees.

b. Small Enterprise- Enterprise where the investment in plant and machinery or equipment does not exceed ten crore Rupees and turnover does not exceed fifty core rupees.

vii) The MSEs should be registered with District Industries Centers (DICs)/ Khadi & Village Industries Commission (KVIC)/ Khadi & Village Industries Board (KVIB)/ Coir Board/ NSIC/ Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) are eligible for availing benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 as amended from time to time.

viii) The MSEs are required to submit copy of documentary evidence, issued by their registering authority whether they are small enterprise or micro enterprise as per provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 with latest guidelines/clarifications provided by MoMSME.

xi) The existing MSE enterprises registered prior to 30th June 2020, shall continue to be valid for a period up to 31.03.2021 only. Mandatorily bidders need to have “Udyam Registration Certificate” after 31.03.2021 for availing benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 as amended from time to time.

x) If MSE Bidder withdraws his offers after last date of bid submission or fails to sign the Agreement or commence the work as per Conditions of Contract then such Bidder shall be banned for a minimum period of 2(Two) year in line with provisions of Banning of Business.

14. Auto Extension of Critical Date

If number of bids received online is found to be less than 03(three) on end date of bid submission then the following critical dates of the Tender will be automatically extended for a period of four days ending at 17.00 hrs:

- Last date of submission of Bid.
- Last date of receipt of Bid Securing Declaration.
- Date of Opening of Tender.

If any of the above extended Dates falls on Holiday i.e. a non-working day as defined in the e-Procurement Portal then the same is to be rescheduled to the next working day.

This extension will be also applicable in case of receipt of zero bid.

Notes:

1. The validity period of tender should be decided based on the final end date of submission of bids.
2. The auto extension shall work on the basis of number of bids received only. It may so happen that any of these bids may be eventually rejected during Tender Opening, Technical evaluation or further process of evaluation resulting the total number of valid bids becoming less than 03(three).
3. After extension, the tender shall be opened irrespective of available number of bids on the extended date of opening of tender.

15. 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 / Private Limited Company. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

Conflict of Interest:

A bidder may be considered to have a Conflict of Interest with one or more parties in this bidding process, if:

- a) They have controlling partner(s) in common; or
- b) They receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) They have the same legal representative/ agent for purposes of this bid; or
- d) They have relationship with each other, directly or through common third parties , that put them in a position to have access to information about or influence on the bid of another bidder; or
- e) A bidder or any of its affiliate participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid; or
- f) In case of a holding company having more than one Subsidiary/ Sister concern having common business ownership/ management only one of them can bid. Bidders must proactively declare such sister/ common business/ management in same/ similar line of Business;

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

16. Deleted

17. Site Visit:

17.1 The bidder, at the Bidder's own responsibilities, cost and risk, is encouraged to visit and examine the Site of Works and it's surrounding, approach road, soil condition, investigation report, existing works, if any, connected to the tendered work, drawings 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 cost of visiting the Site shall be at the Bidder's own expense.

17.2 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/she/they actually visits the Site /Area or not and has taken all the factors into account while quoting his/her/their rates.

17.3 The Bidder is expected, before quoting his rate, to go through the requirement of materials/workmanship, specification, requirements and conditions of contract.

17.4 The Bidder, in preparing the bid, shall rely on the site investigation report referred to in the bid document (if available), supplemented by any information available to the Bidder.

18. Taxes and Duties:

All duties, taxes (excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable) only) and other levies, royalty, building and construction workers cess (as applicable in States) payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST, if any, either payable by bidder or by company under reverse charge mechanism shall be computed by system in BOQ sheet as per predefined logic.

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

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

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

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

Further, any GST credit note required to be issued by the bidder / contractor under the GST provisions should be issued within the time limit prescribed under the GST law.

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

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

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

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

The 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.

In case of collection of minor minerals in area (both virgin and non-virgin), acquired by the Company under the Coal Act, the contractor will have to produce a royalty clearance certificate from the District Authorities before full and final payment.

Further, where any damages or compensation becomes payable by either the Company or the bidder / contractor pursuant to any provision of this Agreement, appropriate GST wherever applicable as per the GST provisions in force shall also apply in addition to such damages or compensation.

19. Cost of Bidding:

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

20. Technical Specifications:

The tenderer shall closely study all specifications in detail, which govern the rates for which he is tendering.

21. Currencies of Bid and Payment:

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

22. Handing Over of Site:

On completion of the work all rubbish, debris, brick bats etc. shall be removed by the contractor(s) at his/their own expense and the site cleaned and handed over to the company and he/they shall intimate officially of having completed the work as per contract.

23. Deployment of Manpower and Machineries:

The tenderer(s) will deploy sufficient number and size of equipments/machineries/vehicles and the technical/ supervisory personnel required for execution of the work.

24. Change in Constitution of the Contracting Agency:

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

25. Canvassing in Tender:

Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.

26. Letter of Acceptance (LOA)/Work Order/Agreement:

The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer electronically online on the e-procurement portal of CIL prior to expiration of the Bid validity period. The L-1 bidder will get the information regarding award of work on their personalised dash-board on-line. On receipt of Letter of Acceptance (LOA)/Work Order of the tender issued by the Company, the successful tenderer shall execute contract agreement in the company's prescribed form for the due fulfilment of the contract. Failure to enter into the required contract within the specified period in the work order shall entail cancellation of LOA/work order and the bidder will be banned for two years from being eligible to submit bids in CIL and its subsidiaries. This banning shall be done under the provisions of NIT with the approval of Tender Accepting Authority by Application Admin of CIL e-Procurement Portal.

27. Bid Validity:

The validity period of the tenders shall be **120(One Hundred Twenty)** days from the end date of bid submission. The validity period of tender shall be decided based on the final end date of submission of bids.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The employer's request and the bidder's responses shall be made 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.

The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to take action as per clause No.28 (Modification and Withdrawal of Bid) of NIT.

28. Modification and Withdrawal of Bid:

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

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

a. If the request of withdrawal is received before online notification for opening of price bid, the bidder will be banned for two years from being eligible to submit bids in CIL and its subsidiaries. The Price-bid of remaining bidders will be opened and the tender process shall go on.

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

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

Note :

- i). In case of clause (a) & (b) above, a letter will be issued to the bidder by Tender Inviting Authority with the approval of Tender Accepting Authority (When TAA is CMD then with the approval of concerned Director and in case the TAA is above CMD (i.e. FDs/Empowered Committee/Board) then with the approval of CMD. In case TAA is below CMD, then approval of respective TAA is required), stating that **the bidder will be banned for two years from being eligible to submit bids in CIL and its subsidiaries. This banning shall be done under the provisions of NIT with the approval of Tender Accepting Authority by Application Admin of CIL e-Procurement Portal.** This letter will be circulated to all Areas of the Subsidiary and the updated list will be maintained by all Tender Inviting Authority/Evaluators.
- ii). Penal action against clause (a) & (b) above will be enforced from the date of issue of such order. The standard operating procedure to handle withdrawal of bid after end date of submission shall be as Clause no 14 of Chapter I.

29. Standard Operating Procedure for Withdrawal of Bid:

I. The Mode of withdrawal: -

A. Online Withdrawal of Bids:

- a. The system of online withdrawal is available on the portal up to end date of bid submission, where any bidder can withdraw his/her bid which will attract no penal action from department side.
- b. The system of online withdrawal beyond end date of bid submission and till award of contract is also available but not fully functional and under development stage.

Once it is developed and implemented only online withdrawal shall be considered except for some exceptional cases as mentioned in clause below.

B. Offline Withdrawal of Bids :

- a. A partner of bidder (in case of JV and partnership firms) whose DSC is registered on the e-Procurement portal can access the portal for online withdrawal but when there is a split in the business relationship, the partners whose DSC is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners may opt to use offline method of withdrawal of his/her offer (or express his disassociation from the bidder organization).
- b. Till a fully functional system of online withdrawal of bid (beyond end date of bid submission and till award of contract) is not developed and implemented, offline withdrawal shall also be considered.

II. Acceptance of withdrawal by Tender Committee:

- A. Every case of withdrawal under Clause I-(A) (b) and Clause I-(B) shall be put up to Tender Committee for deliberation and further course of action.
- B. The Tender Committee shall apply its due diligence to decide:
 - a. Whether the request for withdrawal of offer has been received from right source and authentic. For this purpose a letter is to be sent by registered post/speed post to the bidder on the address as given by him in the enrollment page of e-Procurement portal, allowing 10 days' time to confirm the withdrawal. If the bidder does not confirm the withdrawal within the stipulated period then it should be construed that there is no withdrawal of bid. In case the withdrawal/disassociation from the firm (Joint Venture or Partnership firm) has been submitted by any other partner then also the confirmation has to be sought from the bidder and if bidder wants to deny the withdrawal/disassociation from the JV or the partnership firm then the bidder shall be required to furnish a legally acceptable document signed by all the partners of the firm to substantiate his claim.
 - b. Whether the withdrawal is due to the reason other than to support any mala fide intention of any participating bidder such as participating or supporting a cartel formation etc.
 - c. If the mala fide intentions in the withdrawal are apprehended then the tender should be cancelled apart from other penal action as per e-Procurement Manual for works and services of CIL and other guidelines/manuals of CIL.
 - d. If no mala fide intentions in the withdrawal are apprehended then the penal action in line with the prescriptions of the e-Procurement Manual for works and services of CIL will be applicable.
 - e. The Tender Committee may also obtain the opinion of legal department in order to ascertain the legal course of action in case of Clause II-(B)(b) and II-(B)(c) above.

30. Postponement of scheduled date(s):

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

31. Public Enterprises preference:

The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.

32. Contract Agreement Document(s):

This Tender Notice shall be deemed to be part of the Contract Agreement. The "General Terms & Conditions", Additional Terms & Conditions, Special Terms & Conditions (if any), Technical Specifications, drawings (if any) and any other document uploaded on portal as NIT document forms an integral part of this NIT and shall also form a part of the contract agreement as per clause 2 of General Terms and Conditions.

33. Sub-letting of Work:

No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department.

The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose

any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in-Charge/Designated Officer-in-charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge/Designated Officer-in-Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

34. Prohibition of Child Labour engagement:

The contractor/contractual Agencies must not engage any Child Labour during the course of execution of the contract work within the meaning and scope of the Child Labour Prohibition & Regulation Act-1986 and its relevant Act and Rules amended from time to time by the Govt. of India.

35. Implementation of CMPF/EPF:

The tenderer shall have to ensure implementation of CMPF/EPF, if applicable, in respect of the workers deployed by him as detailed in the tender document.

36. Splitting up of the work:

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 tenderer(s) or accept the tender in part and not in its entirety.

37. Settlement of Disputes:

Matters relating to any dispute or difference arising out of this tender and subsequent contract Awarded based on this tender, shall be dealt as per Clause No. 16- title-‘Settlement of Disputes’ of the ‘General Terms and Conditions’ of ‘Conditions of Contract’ of the tender document.

38. Integrity Pact (applicable for tenders with estimated cost exceeding Rs. 2.00 Crores).

The bidders have to accept unconditionally the Integrity Pact (as per Annexure- X) in GTE (General Technical Evaluation) at the time of bid submission and the same shall be part of Tender document. No recycling will be done for this document i.e. no further clarification will be sought from bidder.

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

<u>Sl.</u>	<u>Name</u>	<u>Address</u>	<u>email Id</u>
1	Shri Aditya Prakash Mishra , IRSE (Retd.)	Flat No.-24, Aster-1, Vatika City, Sohna Road, Setor -49, Gurugram-122003	apmishra53@gmail.com
2	Shri Gautam Sen, IDAS (Retd.)	Flat no.I-081, Vendanta, Gurugram, Sector-108, Haryana-122001	gautamsen1976@gmail.com

39. Restrictions on Procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries:

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as per details given in Annexure-XIII)
- II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain context) means any person or firm or company, including any member of a Joint venture (that is an association of several persons or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency, branch or office controlled by such person, participating in a procurement process.

- III. "Bidder from a country which shares a land border with India" means:-
- An entity incorporated, established or registered in such a country; **or**
 - A subsidiary of an entity incorporated, established or registered in such a country; **or**
 - An entity substantially controlled through entities incorporated, established or registered in such a country; **or**
 - An entity whose beneficial owner is situated in such a country; **or**
 - An Indian (or other) agent of such an entity; **or**
 - A natural person who is a citizen of such a country; **or**
 - A joint venture where any member of the joint venture falls under any of the above.

- IV. "The beneficial owner" for the purpose of (III) above will be as under:
- In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation-

- "Controlling ownership interest" means ownership of, or entitlement to more than Twenty Five Percent of shares or capital or profits of the company;
 - "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
 - Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 - In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the competent Authority.

Note:

- (a) The intending bidders must submit "Certificate" as per the format given at **Annexure-II** in compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to "restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries"

AND

- (b) Valid registration from competent authority (if applicable). Registration should be valid at the time of submission of bid and at the time of acceptance of bids.
2. Regarding registration with Competent Authority, **Annexure-XIII** may please be referred. Regarding exclusion from restriction, **Annexure-XIV** may please be referred.

Tender Inviting Authority

INSTRUCTIONS TO BIDDERS

1. SCOPE OF BIDDER

1.1 The Coal India Limited / **Subsidiary** (referred to as Employer in these documents) invites bids for the works as mentioned in the Bid Notice. The Bidders should submit Bids for all the works mentioned in the Notice.

1.2 The successful Bidder will be expected to complete the Work(s) by the Intended Completion period specified in the Bid document/Notice.

2. ELIGIBLE BIDDERS

2.1 The Invitation for Bid is open to all Bidders including an individual, proprietorship firm, partnership firm, company registered under Companies Act, or joint ventures. The bidders shall be eligible to participate only if they fulfil the qualifying/eligibility criteria specified in e-Tender Notice and at Clause No.3.

2.2 **Joint Venture: Two or three companies/contractors may jointly undertake contract/contracts. Each entity will be jointly and severally responsible for completing the task as per the contract (applicable for bids having estimated cost above Rs.2 Crores).**

Joint Venture details :

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

1. Lead partner
2. Partner
3. Partner

Joint Venture must comply the following requirements :

i) Following are the minimum qualification requirements for Joint Venture:

- a) The qualifying criteria parameter e.g. experience of the individual partners of the J.V will be as deliberated under clause 8(A) of e-tender Notice towards fulfilment of qualification criteria related to experience.
- b) The qualifying criteria parameter e.g. financial resources (Turnover) of the individual partners of the J.V. will be added together, for the relevant period, and the total criteria should not be less than as deliberated under clause 8(B) of e-tender Notice towards fulfilment of qualification criteria related to financial turnover.

ii) The formation of joint venture or change in the Joint Venture character/ partners after submission of the bid and any change in the bidding regarding Joint Venture will not be permitted.

iii) The bid, and in case of a successful bid, the agreement, shall be signed so as to legally bind all partners jointly and severally and any bid shall be submitted with a copy of the Joint Venture Agreement providing the joint and several liabilities with respect to the contract.

iv) The pre-qualification of a Joint Venture does not necessarily pre-qualify any of its partners individually or as a partner in any other Joint Venture or association. In case of dissolution of a Joint Venture, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.

v) The bid submission must include documentary evidence to the relationship between Joint

INSTRUCTIONS TO BIDDERS

Venture partners in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the Joint Venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.

vi) One of the partners shall be nominated for being in charge of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners.

vii) The JV Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.

viii) The contract agreement should be signed by each Joint Venture Partners. Subsequent declarations/ letters/ documents shall be signed by lead partner authorised to sign on behalf of joint venture or authorised signatory on behalf of JV.

ix) **The bid should be signed/digitally signed by the DSC holder submitting the bid.**

x) **An entity can be a partner in only one Joint Venture. Bid submitted by Joint Ventures including the same entity as partner will be rejected.**

xi) The JV agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required to fulfil eligibility and also for the 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 Bid Security Declaration can be submitted by the Joint Venture / one or more partners of the joint venture.

xiii) The JV agreement must specifically state that it is valid for the project for which bidding is done. If JV breaks up mid-way before award of work and during bid validity period bid will be rejected.

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

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

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

xv) JV shall open a Bank Account in the name of JV and all payments due to the JV shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN/GSTIN, etc. in the name of the Joint Venture shall be submitted by JV 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

INSTRUCTIONS TO BIDDERS

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 Notice Inviting Tender (NIT) and Instructions to Bidders (ITB), including General and Additional 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 part work/piece rated work.

The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in-Charge/Designated Officer in charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge / Designated Officer in Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

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 fulfil the eligibility / qualifying criteria as detailed at Cl. No.8 & 9 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.

3.4 Even though the bidders meet the above eligibility/qualifying criteria, they are subject to be disqualified if they have:

- a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.

Notes:

The documents to be furnished by the bidder to prove that he is satisfying the qualification criteria laid down should all be in the bidder's name except in cases where though the name has changed, owners continued to remain the same and in cases of amalgamation of entities and when a holding company relies on credential of its wholly owned subsidiary.

4. COST OF BIDDING

4.1 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.

INSTRUCTIONS TO BIDDERS

5. CONTENT OF BIDDING DOCUMENTS

5.1 The set of bidding documents comprises the documents listed in the table below as issued online by the Employer and addendum/corrigendum issued in accordance with relevant provision.

- a. Notice Inviting Tender
- b. Instructions to Bidders;
- c. Conditions of Contract;
- d. Scope of work/Bill of Quantities;
- e. Forms of Securities and form of Article of Agreement.
- f. Pre contract Integrity Pact (if applicable)
- g. User portal Agreement
- h. Guidelines of Banning of Business
- i. Other document, if required.

6. CLARIFICATION OF BIDDING DOCUMENTS

6.1 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. The last date for seeking clarification will be as specified online. 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.

7. AMENDMENT OF BIDDING DOCUMENTS (BE DELETED FOR NORMAL WORKS, APPLICABLE FOR SPECIALISED WORK)

- 7.1 Before the deadline for submission of Bids, the Employer may modify the bidding documents by issuing addenda.
- 7.2 Any addendum thus issued shall be a part of the bidding document and shall be displayed in the website. The bidder shall upload the same during bid submission.
- 7.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with Sub-clause 11.2 below.
- 7.4 Bidders are requested to look into website for any addendum as specified in the NIT.

8. LANGUAGE OF BID

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

9. BID PRICES

9.1. 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.

9.2. The price bid containing the bill of quantity will be excel format and will be downloaded by the

INSTRUCTIONS TO BIDDERS

bidder and he will quote the rates for all items/heads/sub-heads on this excel file as detailed at clause No.9(d) of e-Tender Notice.

9.3 All duties, taxes (excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable) only) and other levies, royalty, building and construction workers cess (as applicable in States) payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST, if any, either payable by bidder or by company under reverse charge mechanism shall be computed by system in BOQ sheet as per predefined logic.

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

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

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

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

Further, any GST credit note required to be issued by the bidder / contractor under the GST provisions should be issued within the time limit prescribed under the GST law.

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

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

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

Note:

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

INSTRUCTIONS TO BIDDERS

9.4. 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.

10. BID SECURITY DECLARATION

10.1 The bidder shall furnish, as part of his bid, a Bid Securing Declaration (in case of MSEs, Udyam Registration Certificate" or any other Registration certificate issued by authorities specified by Ministry of Micro, Small and Medium Enterprises as per Clause 3 of e-tender Notice.

10.2 Any Bid not accompanied by an acceptable Bid Securing declaration (in case of MSEs, Udyam Registration Certificate" or any other Registration certificate issued by authorities specified by Ministry of Micro, Small and Medium Enterprises) shall be rejected by the employer as non-responsive.

10.3 The bidder will be banned for two years from being eligible to submit bids in CIL and its subsidiaries:

(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.

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

10.4 Deleted

10.5 Deleted

10.6 Deleted

10.7 Deleted

10.8 Deleted

11. DEADLINE FOR SUBMISSION OF BIDS

11.1. Bids shall be submitted online on the web site <https://coalindiatenders.nic.in> within the date and time specified in the e-Tender Notice.

11.2. The employer may extend the deadline for submission of bids 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.

12. SIGNING AND SUBMISSION OF BID

12.1 The Letter of bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Letter of Bid bears the physical signature in addition

INSTRUCTIONS TO BIDDERS

to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the bid.

12.2 Submission of bid shall be as detailed at Clause No.9 of e-Tender Notice.

13. Tender Status:

It will be the bidder's responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract. Additionally, information shall also be sent by system generated e-mail and SMS at nodal points (Date of bid opening, Requisition for Clarification on Confirmatory document from L-1 bidder, award of work etc.). No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of Confirmatory documents within prescribed time. This will be specifically mentioned in the NIT. The Tender Status will be in public domain and anyone visiting the site can view it by identifying the tender.

14. EVALUATION AND COMPARISON OF BIDS.

14.1 Evaluation and comparison of Bids will be done by System online. This online evaluation will be validated by CIL/ Subsidiary at each stage as deliberated in e-Tender Notice. The bidder shall also comply with system requirement as deliberated in e-Tender Notice. Bid evaluation shall be done after taking into consideration overall quoted price by the bidder and effect of Goods and Service tax (GST), GST Compensation Cess etc. as applicable. L-1 will be decided based on Cost to the Company.

14.2 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, in case of Abnormally Low Bids the company may seek written clarifications from the bidder, including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid documents.

Justified price shall be finalized by the owner on the basis of prevalent market rate of materials and labour analysed as per standard analysis of rate of CPWD/ NBO, and shall be binding on the bidder.

If, after evaluation the price analysis, the company determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the company may reject the bid/ proposal without any Penal action against the bidder.

15. ABNORMALLY HIGH RATE & ABNORMALLY LOW RATE ITEMS.

PROVISIONS FOR DEALING WITH VARIATIONS IN RESPECT OF ABNORMALLY HIGH RATE AND ABNORMALLY LOW RATE ITEMS.

The abnormally high rate items are those whose quoted rates are more than 20% of the justified rates decided by the owner.

The abnormally low rate items are those whose quoted rates are less than 20% of the justified rates

INSTRUCTIONS TO BIDDERS

decided by the owner.

In case of Item Rate Tenders, the revision of rates for (i) abnormally high rate items and (ii) abnormally low rate items, shall become operative under the following circumstances: -

For increase in quantity of more than 25% in respect of works executed below plinth level and 10% in respect of works executed above plinth level.

Quantity variation beyond the limit mentioned above shall be dealt by arriving at new rate based on prevalent market rate of materials and labour analyzed as per standard analysis of rate of CPWD/NBO. Payment of extra quantity over the permitted quantity as explained above would be made on the basis of the new analyzed rate.

The variation in quantity of abnormally low rate items for item rate tenders shall not be permitted below 25% for the items below plinth level and below 10% for the items above plinth level of the agreement schedule quantity, but in exceptional cases with written consent of Engineer-in-Charge arising out of technical necessity.

The above provisions shall be applicable for item rate tenders only and not applicable for percentage rate tenders for works based on standard schedule of rates of the company.

For the purpose of operation, the following works shall be treated as works related to foundation, unless otherwise defined in the contract:

- a) For Buildings: All works up to 1.2 meters above ground level or up to floor 1 level whichever is lower.
- b) For abutments, piers and well steining: All works up to 1.2m above the bed level.
- c) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs / tanks and other elevated structures: all works up to 1.2 meters above the ground level.
- d) For reservoirs / tanks (other than overhead reservoirs / tanks): All works up to 1.2 meters above the ground level.
- e) For basement: all works up to 1.2m above ground level or up to floor 1 level whichever is lower.
- f) For Roads, all items of excavation and filling including treatment of sub base.

16. AWARD CRITERIA

16.1 Subject to Clause No.17, 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.

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

17.1 Notwithstanding Clause No.16, 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.

18. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

18.1 The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer

INSTRUCTIONS TO BIDDERS

electronically online on the e-procurement portal of CIL prior to expiration of the Bid validity period. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").

The offline communication of LOA shall not be mandatory.

18.2 The notification of award (LOA/Work Order) will constitute the formation of the Contract.

The works should be completed as per period specified in the NIT from the Date of Commencement as defined in Clause 6.0 of General Terms and Condition.

18.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder, work programme etc. within 30 (thirty) days following the 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 written request of the bidder, if any, the department will take action as prescribed in Guidelines for Banning of Business in addition to that the bidder may be banned for two years from being eligible to submit bids in CIL and its subsidiaries. The bidder will also be banning from participating in re-tender.

No payment for the work shall be made before execution of this agreement.

18.4 In the bidding process, the cause of rejection of Bid of any bidder shall be intimated to non-qualified bidder after the award of the work to the successful one as per provision of e-Tender Notice.

18.5 The contractor shall enter into and execute contract agreement in the prescribed form on non-judicial stamp paper in accordance with the relevant law of the State/Union of India. The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties. One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the company. For additional copy, cost to be charged. All additional copies should be certified by the Engineer-in-Charge. 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. The contract document shall not 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. Until the formal agreement is signed between the Owner and Contractor, LOA/Work Order together with Contract Document, shall constitute the Contract.

19. PERFORMANCE SECURITY/SECURITY DEPOSIT

19.1 Security Deposit shall consist of two parts:

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

The security deposit shall bear no interest.

For details refer Clause No.4 of Conditions of Contract (General Terms and Conditions)

20. EMPLOYMENT OF LABOUR

INSTRUCTIONS TO BIDDERS

20.1 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 minimum wages as per minimum Wages Act or such other legislations or award of the minimum wage fixed by respective State Govt. or Central Govt. as may be in force.

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

The contractor needs to ensure that the employee has become a member of any of the provident fund as the case may be and the unique membership number of the CMPF/EPF or Allied Scheme needs to be submitted to Employer.

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

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

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

20.4 The contractors shall register themselves on the Contract Labour Payment Management Portal (CLPMP) of CIL within 30 days of issue of work order and will have to enter and update periodically the following details in the portal:

- a. Work Order details
- b. Details of Contractor workers and payment of wages in respect of each Work Order each month.

20.5 All the contract workers shall be covered with the Bio-metric attendance system for payment of wages.

20.6 The bidder shall comply with statutory requirements of various acts including Child Labour (Prohibition & Regulation) Act, 1986 as amended from time to time and all rules, regulations and schemes framed thereunder from time to time in addition to other applicable labour laws.

20.7 The bidder shall also follow other guidelines as incorporated at Clause 13 of GTC covered under additional responsibilities of the contractor.

NOTE: In case company decides/ circulates separate wages for underground works / for works within mine premises, the same may be allowed based on appropriate circular. Clause 13(xiv) of GTC shall stand amended to this extent before notification of bid.

21. LEGAL JURISDICTION

Matter relating to any dispute or difference arising out of this bid and subsequent contract awarded based on the bid shall be subject to the jurisdiction of local court only where the subject work is to be executed.

22. e-PAYMENT

22.1 Successful bidder will be required to submit a Mandate Form duly signed by bidder and the

INSTRUCTIONS TO BIDDERS

Bank Officials for e-Payment.

23 MISCELLANEOUS

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

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

CONDITIONS OF CONTRACT

GENERAL TERMS AND CONDITIONS

1. Definitions

i) The word "**Employer**" or "**Company**" or "**Owner**" wherever occurs in the conditions, means the Coal India Limited / **Subsidiary**, represented at Head Quarters of the Company by the General Manager (Civil) or his authorized representatives or any other officer specially deputed for the purpose who will employ the contractor.

ii) The word "**Principal Employer**" wherever occurs, means the officer nominated by the Company to function on its behalf.

iii) The word "**Contractor/ Contractors**" wherever occurs means the successful bidder /bidders who has/have submitted the bid security declaration (in case of MSEs, Udyam Registration Certificate" or any other Registration certificate issued by authorities specified by Ministry of Micro, Small and Medium Enterprises) and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or Company, as the case may be and any constitutional, or otherwise change of which shall have prior approval of the employer.

iv) "**Site**" means the land and places including any building and erection thereon, over, under, in or through which the Permanent works or Temporary works designed by the Engineer-in-Charge are to be executed and any other lands and places provided by the Employer for working space or any other purpose as may be specifically designated in the Contract as forming part of the site.

v) The term "**Sub-Contractor**" as employed herein, includes those having a direct contract with Contractor either on piece rate, item rate, time rate or any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplies materials.

vi) "**Accepting Authority**" shall mean the management of the company and includes an authorized representative of the company or any other person or body of persons empowered on its behalf by the company.

vii) "**Engineer-in-charge**" shall mean the officer nominated by the company in the Civil Engineering cadre/ discipline who is competent to direct supervisors and authorised to be in charge of the works for the purpose of this contract. The Engineer-in-Charge/Designated Officer in Charge, who is of an appropriate seniority, will be responsible for supervising and administering the contract, certifying payments due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. The Engineer-in-Charge/Designated Officer in Charge may further appoint his representatives i.e. another person/Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under their Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned, will be that of the Engineer-in-Charge/Designated Officer in Charge.

viii) The "**Contract**" shall mean the notice inviting tender, the tender as accepted by the Company, the work order issued to the contractor, and the formal contract agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, scope of work, frozen terms & conditions/technical parameters/scope of work and revised offer, if any, specifications, drawings, including those to be submitted during progress of work, schedule of quantities with rates and amounts. Until the formal agreement is signed between the Owner and Contractor, LOA/Work Order together with Contract

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Document, shall constitute the Contract.

ix) A **"Day"** shall mean a day of 24 hours from midnight to midnight.

x) The **"Work"** shall mean the works required to be executed in accordance with the contract/work order or parts thereof as the case may be and shall include all extra or additional, altered or substituted works 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.

xi) **"Schedule of Rates"** referred to in this conditions shall mean the standard schedule of rates prescribed by the company and the amendments issued from time to time.

xii) **"Contract amount"** shall mean:

a) In the case of turnkey / lump sum contracts the total sum for which tender is accepted by the company.

b) In the case of other types of contracts the total sum arrived at based on the individual rate(s)/percentage rate(s) quoted by the tenderer for the various items shown in the Schedule of Quantities" of the tender document as accepted by the Company with or without any alteration as the case may be.

xiii) **"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 contractors firm or to an office of the company for whom it is intended, or if delivered at or sent by registered mail/e-mail to the last business address known to him who gives the notice.

xiv) **"The constructional plant"** means all appliances, tools, plants or machinery of whatsoever nature required in or about the execution, completion or maintenance of the works but does not include materials or other things intended to form part of the permanent work.

xv) **"Letter of Acceptance of Tender"** means letter giving intimation to the tenderer that his tender has been accepted in accordance with the provisions contained in that letter.

xvi) **"Department"** means the Civil Engineering Department of Coal India Limited or any of its subsidiary companies/units represented by the appropriate authority.

xvii) **"Act of insolvency"** means as it is designed by Presidency Town Insolvency Act or Provincial Insolvency Act or any act amending such originals.

xviii) The words indicating the singular only also include the plural and vice-versa where the context so requires.

xix) **"Drawings"/"Plans"** shall mean all:

- a) drawings furnished by the owner with the bid document, if any, as a basis for proposals,
- b) working drawings furnished by the Owner after issue of letter of acceptance of the tender to start the work,
- c) subsequent working drawings furnished by the owner in phases during progress of the work, and
- d) drawings, if any, submitted by the contractor as per provision of the contract and duly approved by the owner.

xx) **"Codes"** shall mean the following, including the latest amendments, and/or replacements, if

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any:

- a) Bureau of Indian Standards relevant to the works under the contract and their specifications.
- b) Indian Electricity Act and Rules and Regulations made there under.
- c) Indian Mines Act and Rules and Regulations made there under.
- d) Any other Act, rule and regulations applicable for employment of labour, safety provisions, payment of provident fund and compensation, insurance etc.

2. Contract Documents and Miscellaneous Provisions:

The following documents shall constitute the contract documents:

- i) Articles of Agreement.
- ii) Letter of Acceptance of Bid/ Work Order indicating deviation, if any, from the conditions of contract incorporated in the tender document issued to the bidder.
- iii) Notice Inviting Tender and Instructions to Bidders.
- iv) Conditions of Contract including General Terms & Conditions of contract, Additional Terms & Conditions, Special Terms & Conditions, and Commercial Terms & Conditions etc.- as applicable.
- v) Frozen terms & conditions / technical parameters and revised offer, if any.
- vi) Specifications/scope of Work, if any.
- vii) Schedule of quantities (or Bill of Quantities) along with accepted rate.
- viii) Contract drawings and work programme.
- ix) Safety Code etc. forming part of the tender,
- x) Integrity Pact (If applicable).
- xi) Guidelines for Banning of Business.
- xii) Any other document if required.

2.1 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 will be supplied to the contractor free of cost and the original is to be retained by the company. For additional copy, cost to be charged.

All additional copies should be certified by the Engineer-in-Charge.

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 The contract document shall not 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.

2.3 The local Court, where the subject work is to be executed shall have exclusive jurisdiction in all matter arising under this contract.

2.4 The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in-Charge / Designated Officer in charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge / Designated Officer in Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

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2.5 Acceptance of Offer:

“Letter of Acceptance”- is an acceptance of offer by the company. It shall be communicated electronically through e-procurement portal of CIL to the successful bidder and shall make the binding Contract with the Company.

3. Discrepancies in contract documents & Adjustments thereof

The documents forming part of the contract are to be treated as mutually explanatory of one another and in case of discrepancy between schedule of quantity, the specifications and/or drawing, the following order of preference shall be observed;

- a) Description in Bill of Quantities of work.
- b) Particular specification and special conditions, if any
- c) Drawings.
- d) General specifications.
- e) BIS Specifications.

3.1 In the event of varying or conflicting provision in any of the document(s) 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 Bill of 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 Drawings and Specifications forming part of the particular contract document.

4.00 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 should be 3% of contract amount and should be submitted within 21 days of issuance of LOA by the successful bidder in any of the form given below:

- a Bank Guarantee in the form given in the bid document from any Scheduled bank. The BG issued by outstation bank shall be operative at its local branch at or branch at.....
Bank Guarantee against Performance Security shall be applicable if the amount of Performance Security exceeds Rs. 5.0 lakhs.
- Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner.
- Demand Draft drawn in favour of **Bharat Coking Coal Limited** on any Scheduled Bank payable at its Branch at Dhanbad.

However, Company may approve submission of Performance Security beyond 21 days by another 14 days with proper justification on a case to case basis. The approving authority for the above shall be as per letter ref. CIL/GM(CMC)/2021/1356; dated: 18.05.2021.

The Earnest Money/ Bid Security deposited shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/ 1st part of security deposit.

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The bid security deposited may be adjusted against the Performance security (1st part of security deposit) at bidder's option.

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 /extended contract period (if any), whichever is more.

The BG (If performance security is provided by the successful bidder in the form of bank guarantee) issued by issuing bank on behalf of the bidder in favour of "BHARAT COKING COAL LIMITED " shall be in paper form (Stamp Paper) as well as issued under "Structured Financial Messaging System". Issuing Bank should send the underlying confirmation message in IFN760COV or IFN767COV message type for getting the BG advised through our bank. Also issuing bank should mention "_____ " in field no. "7037" of IFN760COV or IFN767COV. The message will be sent to the beneficiary bank through SFMS. The details of beneficiary Bank for issue of BG through SFMS Platform is furnished below:-

For State Bank of India:

Name of beneficiary and his details	Name	Bharat Coking Coal Limited
	Area	Head Quarter
	Bank Account no.	35160317947
	Department	Civil Engineering Department, BCCL, HQ, Koyla Nagar, Dhanbad
Beneficiary Bank, Branch & Address	State Bank of India	
	Main Branch, Bank More, Dhanbad	
IFSC Code	IFSC Code : SBIN0000066	
Customer ID	80288729233	

Or

For ICICI Bank:

SFMS Field No.	Details
7035	IFSC Code : ICIC0000196
7036	ICICI BANK LTD, MUNICIPAL HOLDING NO 576/577 SHASTRI NAGAR, BANK MORE, DHANBAD, JHARKHAND, PIN-826001 Account No : 019605001057
7037	BCCL508459233

Note: For availing the email service BCCL needs to ask its vendors (BG Applicant) to specifically ask BG issuing Bank to mention the code **BCCL508459233** in field no 7037 of IFN760COV/ IFN67COV

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so as to enable the email id's tagged with the account to receive advised BG over emails.

Original copy of the Bank Guarantee issued by the Issuing Bank shall be sent by the issuing bank to Civil Engineering Division of CIL/ Subsidiary.

In case the successful bidder fails to submit the Performance Security, within the stipulated time then the award of work shall be cancelled with banning of bidder for two years from being eligible to submit bids in CIL and its subsidiaries.

Additionally, the bidder shall be banned for two years from being eligible to submit bids in CIL and its subsidiaries. This banning shall be done under the provisions of NIT with the approval of Tender Accepting Authority by Application Admin of CIL e-Procurement Portal.

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

4.3 3% Performance Security should be refunded within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects).

4.4 All running on account bills shall be paid at 95% (ninety-five percent) of work value. The balance 5% shall be treated as retention money and will be second part of security deposit.

Retention Money may be refunded against equivalent Bank Guarantee, on written request of the contractor, on its accumulation to a minimum amount of Rs. 5 lakhs subject to the condition that amount of any Bank Guarantee except last one, shall not be less Rs. 5 lakhs.

However, Bank Guarantee against retention money shall be with suitable validity based on nature of work which shall be 90 days beyond the defect liability period, but in no case less than the period of one year.

Bank Guarantee is to be submitted in the format prescribed by the company. Bank Guarantee shall be irrevocable and will be from Scheduled Banks as elaborated at Clause 4.2.

4.5 Retention Money should be refunded after issue of No Defect Certificate.

4.6 The Company shall be at liberty to deduct/appropriate from the security deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the security deposit shall have to be restored by further deduction from the contractors subsequent on account running bills, if any.

4.7 REFUND OF SECURITY DEPOSIT: The refund of security deposit shall be subject to company's right to deduct/ appropriate its due against the contractor under this contract or under any other contract.

On completion of the entire work and issue of defect liability certificate (taking over certificate with a list of defects) by the Engineer-in-charge, one half of the security deposit remaining with the company (Performance Security) shall be refunded as elaborated at Clause 4.3.

The other half (Retention Money) shall be refunded to the contractor after issue of No Defect Certificate by the Engineer-in-Charge on the expiry of Defect Liability Period of six months, subject to the following conditions:

a) Any defect/defects in the work, if detected after issue of defect liability certificate (Taking over certificate with list of defects) is/are rectified to the satisfaction of the Engineer-in-Charge within the said defect liability period of six months or on its due extension till completion of the rectification works as required.

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b) In the case of building work or other work of similar nature, the refund shall be made on the expiry of the said six months period or at the end of one full monsoon period i.e. June to September, whichever is later in point of time and any defects such as leakages in roof, effloresces in walls, dampness, defects in drainage etc. should be rectified to the satisfaction of Engineer-in-Charge.

NB: In case of Maintenance contracts, that ends with successful completion of work, where question of Defect Liability Period does not arise (e.g. sweeping / cleaning, horticulture, tank cleaning, jungle cutting, grass cutting, surface dressing etc.), the performance security and retention money (second part of bid security) can be released simultaneously after completion of work and taking over by department.

4.8 Deleted

4.9 Refund of Security Deposit regarding Specialized Item of Works (shall be applicable only when relevant item exists in the contract and shall be for 10% of value of such items in the contract or for 10% of value of contract with such specialized items only).

a) For some specialized items of work such as anti-termite treatment, waterproofing work, kiln seasoned and chemically treated wooden shutters, or any other item of work deemed as such 'specialized' by Engineer-in-Charge that are entrusted to specialized firms or contractors who associate specialized agencies, the contractor / firm executing the work should be asked to give a specific guarantee that they shall be responsible for removal of any defects cropping up in these works executed by them during the guarantee period. The form of the guarantee to be executed by the contractors shall be as enclosed.

b) The security (performance security and retention money) deposited / deducted from the bills of the contractors, relevant to the item(s), shall be refunded to him after expiry of Guarantee period. The security amount relevant to the item(s) of work, may be released after 12 months of completion of work against equivalent BG and furnishing Guarantee as at (a) above.

4.10 Refund of security deposit for contracts with supply installation and commissioning of equipment i.e. with Mechanical & Electrical Works (shall be applicable only when relevant item exists in the contract)

For some specialized contracts like Pump house, Intake well etc. there may be Civil works as well as Mechanical and Electrical works. For such works security deposit (performance security and retention money)- deposited / deducted from the bills of the contractors shall be refunded to him after expiry of guarantee period, which will be one year from the date of commissioning of equipment/ completion of work and/or rectification of any defect which may be detected in the individual equipment for the whole system under the contract, whichever is later.

In addition, all types of manufacturers guarantee/warranty wherever applicable are to be issued/ revalidated in the name of the owner by the contractual agency and will be covered with relevant counter guarantee.

Bank guarantees furnished against Performance Security and Retention Money shall be validated for a period 90 days beyond the guarantee period.

5. Deviations/Variations in Quantities and Pricing.

The quantities given in the "Schedule of Quantities" are based on estimates and are meant to indicate the extent of the work and to provide a uniform basis for tendering and any variation either

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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 work, under contract, have power to make any alterations in or additions to or substitution of the original specifications, drawings, designs 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(s) in accordance with the instructions given to him in writing by the Engineer-in-Charge or his representative on behalf of the company. Such altered or additional or substituted work, which shall form part of the original contract, shall be carried out by the contractor on the same terms and conditions in all respects on which they agreed to do the main work and at the same rate/rates as are specified in the contract/ work-order.

5.2 The right is reserved to cancel any items of work included in the contract agreement or portion thereof in any stage of execution if found necessary to the work and such omission shall not be a waiver of any condition of the contract nor invalidate any of the provisions thereof.

5.3 If the additional, altered or substituted work includes any class of work for which rate/rates is/are not specified in the contract/work order, rates for such items shall be determined by the Engineer-in-Charge as follows:

a) In the case of percentage tenders, if the rate for the extra item of work executed is available in the company's approved SOR, it will be paid at the schedule rate plus or minus the accepted percentage as per contract.

However, if the extra item is not available in company's approved SOR, then the rate for such extra item(s) shall be dealt as at (c) below.

b) In case of item rate tenders, the rate for extra item shall be derived from the rate for similar item or near similar item / class of work available in the agreement schedule of work or by analysis of rates as at below and the lower rate out of the above two shall be considered.

In case of composite item rate tenders, where two or more schedule of quantities for similar item description may form part of the contract, the applicable rates 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.

For derivation of rates based on analysis, the same shall be done by analysis on prevalent market rate of materials and labour based on standard norms of analysis of rate of C.P.W.D/ N.B.O.

c) In the case of extra item(s) that are completely new, and are in addition to the items contained in the contract, the contractor may within 15 days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis. The Engineer-in-Charge shall determine the rate(s) by analysis based on prevalent market rate of material and labour and on standard norms of analysis of rate of CPWD / NBO.

d) In case of combined tender with partly item rate for non-schedule items & partly percentage tenders for SOR items, the rate for extra item shall be derived as at (b) & (c) above in case of non-schedule items rates and in case of percentage rates for SOR items the rate for extra item shall be derived as at (a) above.

In case of any difference between the contractor and the Engineer-In Charge as to the fixation of rates, the matter shall be referred to the accepting authority of the company i.e. GM(C) of the company or Staff Officer(C) for the work awarded at Company Hqrs. level and Area level respectively,

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whose decision shall be final and binding on the contractor.

5.4 Alteration in the quantities shall not be considered as a change in the condition of the contract nor invalidate any of the provision thereof provided that a deviation estimate / revised estimate/supplementary agreement for the item(s) involved is made. Such approval shall be from appropriate authority.

5.5 Payment for such deviated items [additional/ altered / substituted items of work of the agreement schedule] shall be made in the contractors running on account bills, till the revised estimate / deviation 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 i.e. GM(C) of the company or SO(C) of the Area, if the rate is directly available in the SOR of the company/ if the 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, i.e. GM(C) of the company or SO(C) of the Area, if it is analysed item rates based on prevalent market rates of materials and labour following CPWD / NBO norms.

Total payment for such extra items of work shall not exceed 10% of work order / agreement value/approved deviation estimate value. Also total payment including extra items of work shall not exceed the work order / agreement / approved deviation estimate value.

5.6 PROVISIONS FOR DEALING WITH VARIATIONS IN RESPECT OF ABNORMALLY HIGH RATE AND ABNORMALLY LOW RATE ITEMS.

The abnormally high rate items are those whose quoted rates are more than 20% of the justified rates decided by the owner.

The abnormally low rate items are those whose quoted rates are less than 20% of the justified rates decided by the owner.

In case of Item Rate Tenders, the revision of rates for (i) abnormally high rate items and (ii) abnormally low rate items, shall become operative under the following circumstances: -

For increase in quantity of more than 25% in respect of works executed below plinth level and 10% in respect of works executed above plinth level.

Quantity variation beyond the limit mentioned above shall be dealt by arriving at new rate based on prevalent market rate of materials and labour analysed as per standard analysis of rate of CPWD/NBO. Payment of extra quantity over the permitted quantity as explained above would be made on the basis of the new analysed rate.

The variation in quantity of abnormally low rate items for item rate tenders shall not be permitted below 25% for the items below plinth level and below 10% for the items above plinth level of the agreement schedule quantity, but in exceptional cases with written consent of Engineer-in-Charge arising out of technical necessity.

The above provisions shall be applicable for item rate tenders only and not applicable for percentage rate tenders for works based on standard schedule of rates of the company.

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For the purpose of operation, the following works shall be treated as works related to foundation, unless otherwise defined in the contract.

- a) For Buildings: All works up to 1.2 metres above ground level or up to floor 1 level whichever is lower.
- b) For abutments, piers and well steining: All works up to 1.2m above the bed level.
- c) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs / tanks and other elevated structures: all works up to 1.2 metres above the ground level.
- d) For reservoirs / tanks (other than overhead reservoirs / tanks): All works up to 1.2 metres above the ground level.
- e) For basement: all works up to 1.2m above ground level or up to floor 1 level whichever is lower.
For Roads, all items of excavation and filling including treatment of sub base

5.7 The time of completion of the originally contracted work shall be extended by the company in the event of any deviation resulting in additional cost over the awarded value, if requested by the contractor as follows: -

(i) In the proportion which the additional cost of the altered, additional or substituted work (in value) bears to the original tendered value plus.

(ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

5.8 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 in case of non-availability of a portion of the site or for any other reason and the contractor shall be bound to carry out the rest of the work in accordance with the instructions given by the Engineer-in-Charge. No claim from the Contractor shall be entertained/ accepted on these grounds.

5.9 In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope/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 and the rate/rates to be paid for such deviations shall be resolved separately with the company as per the procedures/ norms laid down hereafter.

6. Time for Completion of Contract, Extension thereof, Defaults and Compensation for Delay

Time is the essence of the contract and as such all works shall be completed within the time stipulated in the contract/ work order. The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor.

Immediately after the contract is concluded i.e. LOA/Work Order is issued, the Engineer-in-Charge and the contractor shall agree upon a detailed time and progress chart prepared based on BAR CHART/ PERT CPM techniques on the basis of a construction schedule submitted by the contractor at the time of executing contract showing the order in which the work is proposed to be carried out within the time specified in the LOA /work order.

For the purpose of this detailed time and progress chart, the work shall be deemed to have commenced on the expiry of 10* (ten) days from the issue of Letter of Acceptance of Tender or 7(seven) days after handing over the site of work or handing over reasonable number of working drawings to the contractor or the period of mobilization allowed in the work order for starting the work in special circumstances, whichever is later. However, the Date of Commencement may be decided with mutual consent with the Contractor prior to the date as prescribed above.

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* For Specialized Works/ High Value Works (above Rs. 5 crores), the period shall be 30 days.

6.1 If the contractor, without reasonable cause or valid reasons, commits default in commencing the work within the aforesaid time limit, the company shall, without prejudice to any other right or remedy, be at liberty, by giving 15 day's notice in writing to the contractor to commence the work, failing which to ban the bidder for two years from being eligible to submit bids in CIL and its subsidiaries and to rescind the Letter of Acceptance of Tender/Work Order and also to debar the contractor to take part in the future re-tender.

The bidder shall be banned for two years from being eligible to submit bids in CIL and its subsidiaries. This banning shall be done under the provisions of NIT with the approval of Tender Accepting Authority by Application Admin of CIL e-Procurement Portal.

6.2 If the contractor fails to complete the work and clear the site on or before the date of completion 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, pay as compensation (Liquidated Damages):

i) @ half percent ($\frac{1}{2}$ %) of the contract amount/Revised Contract amount whichever is less, per week of delay.

OR

ii) $\frac{1}{2}$ % of the contract-value of group of items/revised completion value of group of items whichever is less, per week of delay, for which a separate period of completion is originally given.

The aggregate of such compensation/ compensations shall not exceed:

i) 10% (ten) percent of the total amount of the contract/ Revised contract amount, whichever is less.

OR

ii) 10% of the contract-value of group of items/ revised completion value of group of items whichever is less, for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the company.

6.2.1 The company, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half percent of the contract value of the works for each week or part of the week subject to a ceiling as described at Clause 6.2.

6.2.2 The company, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.

6.2.3 The company, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

6.2.4 In the event of such termination of the contract as described in clauses 6.2.2 or 6.2.3 or both,

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the company, shall be entitled to impose penalty/LD as deliberated at Clause 10. Additionally, the bidder shall be banned for two years from being eligible to submit bids in CIL and its subsidiaries. This banning shall be done under the provisions of NIT with the approval of Tender Accepting Authority by Application Admin of CIL e-Procurement Portal.

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

Further Performance Security forfeited will be inclusive of GST.

6.3 The company may at its sole discretion, waive the payment of compensation on request received from the contractor indicating valid and acceptable reasons if the entire work is completed within the date as specified in the contract/work order or as validly extended date without stipulating any compensation for delay.

6.4 Extension of date of completion: On occurrences of any events causing delay as stated here-under, the contractor shall intimate immediately in writing to the Engineer-in-Charge.

a) Force Majeure:

- i) Natural phenomena like unprecedented flood and draught, earthquakes & epidemics.
- ii) Political upheaval, civil commotion, strikes, lockouts, acts of any Govt. (domestic/foreign) including but not limited to war, proprieties, and quarantine embargoes.

The successful bidder/ contractor will advise in the event of his having to resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition.

In the event of delay due to Force Majeure for more than one month the contract may be terminated at the discretion of the company. Termination under such circumstances will be without any liability on either side.

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 clauses of Force Majeure and neither company nor bidder / contractor shall be liable to pay extra cost (like increase in rates, remobilization advance, idle charges for labour and materials etc.) provided it is mutually established that Force majeure conditions did actually exists.

- b) Serious loss or damage by fire and abnormally bad weather.
- c) Non-availability of stores which are the responsibility of the company to supply as per contract.
- d) Non-availability of working drawings in time, which are to be made available by the company as per contract during progress of the work.
- e) 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.
- f) Non-availability or breakdown of tools and plant to be made available or made available by the company.
- g) The execution of any modified or additional items of work or excess quantity of work.
- h) Any other causes which, at the sole discretion of the company, is beyond the control of the contractor.

6.4.1 A HINDRANCE REGISTER shall be maintained by both department and the contractor at site to record the various hindrances, as stated above, encountered during the course of execution.

Hindrance register will be signed by both the parties. The contractor may also record his observations in the Hindrance Register. In case the contractor has a different opinion for hindrance

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and a dispute arises then the matter would be referred to the EIC and or the next higher authority whose decision would be final & binding on the contractor & the decision to be communicated within 15 days.

6.4.2 The contractor shall request the company in writing for extension of time within 15 days of happening of such event causing delay stating also, the period for which extension is required. The company may, considering the genuinity of the request, give a 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(one) month of the date of receipt of such request.

6.4.3 The opinion of the Engineer-in-charge, whether the grounds shown for the extension of time are or are not reasonable, is final. If the Engineer-in-charge is of the opinion that the grounds shown by the contractor are not reasonable and declines to the grant of extension to time, the contractor cannot challenge the soundness of the opinion.

The opinion of the Engineer-in-charge that the period of extension granted by him is proper or necessary is not, however, final. If the contractor feels that the period of extension granted is inadequate he can appeal to the GM(Civil)/CM(Civil) of the company for consideration on the question whether the period of extension is or is not proper or necessary.

6.4.4 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.

6.4.5 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 Department or of both. The extension will have to be by party's agreement, express or implied.

In case the contractor does not apply for grant of extension of time within 15(fifteen) days of the hindrance occurring in execution of the work and the department wants to continue with the work beyond the stipulated date of completion for reason of the work having been unavoidably hindered, the Engineer-in-charge can grant 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 the contract.

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

7. Material Supply & other facilities:

The contractor shall at his own expense, provide all materials required for the work, unless otherwise specified, and the rates quoted by the contractor shall be for finished work inclusive of all materials required for completion of the work as specified in the contract.

*The company may, of its own or at the request of the contractor, supply such materials as may be specified, if available, at rate/rates to be fixed by the Engineer-in-charge.

7.1 For the materials which the company has agreed to supply for the contract, the contractor shall give in writing of his requirements in accordance with the agreed phased programme to the

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Engineer-in-charge sufficiently in advance. The value of materials so supplied shall be set off or deducted from the payment to be made for the items of work in which such materials have been consumed, or from any sum then due or to become due to the contractor thereafter.

7.2* The company will supply steel both reinforcement and structural and cement at the following rates inclusive of all taxes. The contractor shall bear all the cost for transportation; handling and storage from the issuing store of the company to contractor's work site store.

i) Reinforcement Steel *:-

- a) M.S.Round : Rs.
- b) Tor Steel : Rs.
- c) Structural Steel : Rs.

ii) Cement * : Rs.

[* delete whichever is not applicable]

7.3 If the steel is issued by the department, the wastage of steel shall be the barest minimum. The wastage allowed from theoretical quantity will be upto a maximum of 5% to cover the wastage due to cutting into pieces, bending and other factors. No cut pieces or scrap less than 2 mtr. in length will be taken by the department. Efforts should be made to use the cut pieces of 2 mtr. or above length as far as possible.

If the wastage of steel is more than the permissible variation mentioned above the cost of excess wastage made by the contractor shall be recovered at double the issue rates indicated above, or 115% of prevailing market rate along with GST and any other Tax applicable during the period of work, whichever is more.

No allowances shall be entertained on account of Rolling Margin for the steel either issued by the department or procured by the contractor.

7.4 If the cement is issued by the department, the variation of 5% will be permitted over the theoretical consumption of cement for value of work upto Rs.10.00 lakhs and 3% for value of work above Rs.10.00 lakhs. In the event of cement consumed is more/less than specified above, the recovery for the quantity of cement consumed in excess or less than the specified quantity shall be made at double the issue rate or 115% of prevailing market rate along with GST and any other Tax applicable during the period of work, whichever is more.

7.5 In case the department is not able to supply cement/steel as per the provisions of the contract, the Engineer-in-Charge may allow, with the approval of GM/HOD(Civil) of the company, the contractor in writing for procurement of cement/ steel from the approved sources and the extra on this account including transport charges, if any, over the issue rate shall be reimbursed to the contractor on production of authentic documents. Transportation of cement/ steel from the place of purchase to the site of work and proper storage of cement/steel at site shall be contractor's responsibility. He should maintain proper account of cement/steel issued/procured by him and should allow inspection of his go down and his cement/steel account by the concerned Engineer-in-charge or any other authorized officers of the company. Contractor should draw materials from the company on the basis of actual requirement as assessed by the Engineer-in-Charge on "as and when required" basis.

7.6 Recovery of cost of materials issued on sale A/c will be made as per actual consumption basis but the Engineer-in-Charge will have the discretion for making full recovery while processing a particular bill or asking for the return of the balance materials if the work is not progressing satisfactorily.

The contractor shall keep accurate record of materials issued by the company, maintain proper account for the materials received and consumed in the work and shall be open to check by the Engineer-in-Charge or his authorized representative. The contractor shall ensure that such materials

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are consumed for the contract works only and the Register for the aforesaid account shall be signed both by the representatives of Engineer In Charge and the contractor.

7.7 All materials, tools and plants brought to site by the contractor including the materials supplied by the company shall be deemed to be held in lien by the company and the contractor shall not have the right to remove the same from the site, without the written permission of the Engineer-in-Charge. The company shall not however be liable for any loss, theft or damage due to fire or other cause during this period of lien, the responsibility for which shall lie entirely on the contractor.

7.8 The contractor shall bear the cost of loading, transportation to site, unloading, storing under cover as required etc. as may be necessary for the use and keeping the materials in good condition.

7.9 Any surplus materials issued by the company, remaining after completion or termination of the contract, shall be returned by the contractor at his cost to the place of issue and the Engineer-in-Charge shall accept the same at the rate not exceeding the rate at which these were originally issued taking into consideration the deterioration or damage, if any, that may have been caused during the custody of the contractor. In the event, the contractor fails to return the surplus materials out of those supplied by the company, the Engineer-in-Charge may, in addition to any other liability which the contractor would incur in this regard, by giving notice in writing require the contractor to pay the amount at double the issue rate for such unreturned surplus materials or 115% of the prevailing market rate along with GST and any other tax applicable during the period of work, whichever is more.

7.10 On completion or on termination of the contract and on complete recovery of secured advance paid by the company, if any, in respect of materials brought to site, the contractor with due permission of the Engineer-in-Charge shall be entitled to remove at his expenses all surplus materials originally supplied by him and upon such removal, the same shall become the property of the contractor.

7.11 All charges on account of GST or any other applicable taxes, duties or levies on materials obtained for the works from any source (excluding materials supplied by the company) shall be borne by the contractor. This clause may be read in conjunction with 13(ix) of condition of contract.

7.12 The contractor shall arrange necessary electricity at his own cost for the work and his own establishment. However, if available and feasible the company may arrange electricity at one point near the work site and necessary recovery of cost of energy consumed will be made at rates prescribed by the company from time to time. Energy meter for this purpose shall be provided by the contractor.

7.13 The contractor shall arrange necessary water for the work and his own establishment and nothing extra will be paid for the same. Such water used by the contractor shall be fit for construction purposes. However, if available and feasible the company may arrange water, at the written request of the contractor, to the extent possible, at one point near the work site for which recovery @ 1% of the contract value of work done will be made from the contractor's bills. The contractor shall make his own arrangement of water connection and laying of pipe lines from main source of supply. Department do not guarantee to maintain uninterrupted supply of water. No claim of damage or refund of water charges will be entertained on account of such break down.

7.14 Explosives, detonators and other inflammable materials shall not be used in the execution of the work at site by the contractor without prior written permission of the Engineer-in-Charge. Transportation and storage of such materials shall be done in specified manner in accordance with the law in force. The contractor shall also obtain license under such laws for, transportation, storage,

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use and all other operations, connected with the handling of the same.

8. Quality Assurance - Materials and Workmanship

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 drawings, specifications, (as enclosed or in absence of enclosed specifications current CPWD/BIS specifications) instructions of the Engineer-in-Charge. The Engineer-in-Charge may issue, from time to time, further drawings, detailed instructions/ directions in writing to the contractor. All such drawings, instructions/directions shall be consistent with the contract documents and should be reasonably inferable there from, along with clarifications/ explanations thereof, if necessary. However, the contractor will be solely responsible for design and erection of all temporary structures required in connection with the work.

8.1 For Quality Assurances of all the Civil Engineering Works the norms/ guidelines laid down by the company herein and elsewhere will form part of the contract for the purpose of quality of works.

8.2 The contractor shall be responsible for correct and complete execution of the work in a workman like manner with the materials as per specification which shall be subject to the approval of the company. All work under execution in pursuance of the contract shall be open to inspection and supervision by the Engineer-in-Charge or by his authorized representative or any other official of higher rank or any other person authorized by the company on his behalf & the contractor shall allow the same.

8.3 All materials to be provided by the contractor shall be in conformity with the specifications/schedule of work as per the contract and the contractor shall furnish proof, if so required by the Engineer-in-Charge to his satisfaction that the materials do so comply.

8.4 The contractor shall immediately after the award of work draw up a schedule giving dates for submission of samples as required or necessary as per the specification for approval of Engineer-in-Charge who shall approve, if found acceptable, promptly so that there is no delay in the progress of the work of the contractor or of the work of any of the sub-contractor.

On receipt of samples as per schedule, the Engineer-in-Charge shall arrange to examine/test with reasonable promptness ensuring conformity of the samples with the required specification and complying with the requirements as per contract documents keeping in view that the work shall be in accordance with the samples approved by him. The contractor shall be bound to furnish fresh sample, if disapproved by the Engineer-in-Charge, for his approval. The contractor shall not start bringing materials at the site unless the respective samples are approved. Materials conforming to approved samples shall only be brought to site. However, Engineer-in-Charge's approval for any sample, design / drawings (permanent/temporary structures) shall not alter contractor's full responsibility whatsoever for the performance and safety of the executed job.

Samples are to be supplied by the contractor at his own cost. The cost involved in tests shall be borne by the contractor. If any test is ordered by the Engineer-in-Charge which is to be carried out by any independent person or agency at any place other than the site even then the cost of materials and testing charge etc. shall be borne by the contractor. If the test shows that the materials are not in accordance with the specifications, the said materials shall not be used in the work and removed from the site at contractors' cost.

8.5 The company, through the Engineer-in-Charge, shall have full powers to reject any materials or work due to a defect therein for not conforming to the required specification, or for materials not being of the required quality and standard or for reasons of poor workmanship or for not being in accordance with the sample approved by him. The contractor shall forthwith remedy the defect/replace the materials at his expense and no further work shall be done pending such

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rectification/replacement of materials, if so instructed by the Engineer-in-Charge.

In case of default on the part of the contractor, the Engineer-in-Charge shall be at liberty to procure the proper materials for replacement and/or to carry out the rectifications in any manner considered advisable under the circumstances and the entire cost & delay for such procurement/rectification shall be borne by the contractor.

8.6 The Engineer-in-Charge shall be entitled to have tests carried out for any materials, according to the standard practice followed for such tests, other than those for which satisfactory proof has already been furnished by the contractor who shall provide at his expense all facilities which the Engineer-in-Charge may require for the purpose. All such expenses born by the contractor are not to be paid separately by the employer and shall be assumed covered in accepted prices.

The cost of any other tests, if so required by the Engineer-in-Charge, shall be borne by the company. However, if the test shows the workmanship or materials not to be in accordance with the provision of the contract or the instruction of Engineer-in-Charge the cost shall be borne by the contractor.

8.7 Access to the works: The Engineer-in-charge and any person authorized by the company shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles are being obtained for the works and the contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

8.8 Inspection of works: i) No work shall be covered up or put out of view without the approval of the Engineer-in-charge or the Engineer-in-charge's representative or any other officer nominated by the company for the purpose and the contractor shall afford full opportunity for the EIC or EIC's representative or any other officer nominated by the company for the purpose to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The contractor shall give due notice to the Engineer-in-charge's representative whenever any such work or foundations is ready or about to be ready for examination and the Engineer-in-charge's representative shall, without unreasonable delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such work or foundations.

ii) The contractor shall uncover any part or parts of the works or making openings in or through the same as the Engineer-in-Charge may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of Engineer-in-charge.

If any such part or parts have been covered up or put out of view after compliance with the requirement of sub-clause above and are found to be executed in accordance with the contract, the expenses of uncovering, making openings in or through and making good the same shall be borne by the Employer, but in any other cases all costs shall be borne by the contractor.

8.9 Removal of Improper Work and Materials:

i) The Engineer-in-charge shall during the progress of the works have power to order in writing from time to time:

a) The removal from the site, of any materials which in the opinion of Engineer-in-charge, are not in accordance with the contract/ work order/ approved sample.

b) The substitution with proper and suitable materials.

c) The removal and proper re-execution, notwithstanding any previous test thereof or interim payment there from, of any work which in respect of materials or workmanship is not in accordance

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with the contract.

ii) In case of default on the part of the contractor in carrying out such order, the Engineer-in-charge shall be entitled to employ and pay other agency to carry out the same and all expenses consequent thereon shall be recoverable from the contractor or may be deducted from any amount due or which may become due to the contractor.

8.10 Devaluation of Work: In lieu of rejecting work done or materials supplied not in conformity with the contract/work order/approved samples, the Engineer-in-charge or any other officer nominated by the company for the purpose may allow such work or materials to remain, provided the Engineer-in-Charge/ the officer nominated by the company is satisfied with the quality of any materials, or the strength and structural safety of the work, and in that case shall make such deduction for the difference in value, as in his opinion may be reasonable.

8.11 Final Inspection of Work: The Engineer-in-charge and any other officer nominated by the company for the purpose shall make final inspection of all work included in the contract/work order, or any portion thereof, or any completed structure forming part of the work of the contract, as soon as practicable after notification by the contractor that the work is completed and ready for acceptance. If the work is not acceptable to the Engineer-in-charge at the time of such inspection, he shall inform the contractor in writing as to the particular defects to be remedied before final acceptance can be made.

8.12 Defects appearing after acceptance: Any defects which may appear within the defect liability period and arising, in the opinion of the Engineer-in-charge, from lack of conformance with the drawings and specifications, shall, if so required by the Engineer-in-charge in writing, be remedied by the contractor at his own cost within the time stipulated by the Engineer-in-charge. If the contractor fails to comply, the Engineer-in-charge may employ other persons to remedy the defects and recover the cost thereof from the dues of the contractor.

8.13 Site Order Book: A Site Order Book is a Register duly certified by the Engineer-in-charge regarding number of pages it contains, each page being numbered, name of work, name of contractor, reference of contract/ work order and the aforesaid certificate should be recorded on its first page.

Site Order Books shall be maintained on the sites of works and should never be removed there from under any circumstances. It shall be the property of the company. The Engineer-in-Charge or his authorized representative shall duly record his observations regarding any work which needs action on the part of the contractor like, improvement in the quality of work, failure to adhere to the scheduled programme etc. as per contract/work order. The contractor shall promptly sign the site order book and note the orders given therein by the EIC or his representative and comply with them. The compliance shall be reported by the contractor in writing to EIC in time so that it can be checked.

The Site Order Book will be consulted by the Engineer-in-Charge at the time of making both running on account and final bills of the contractor. A certificate to this effect should be given in the Measurement books by the Engineer-in-Charge or his representative.

8.14 Samples and Testing of Materials: All the materials to be procured by the contractor and to be used in work shall be approved by the Engineer-in-Charge in advance, and shall pass the tests and analysis required by him, which will be as specified in the specifications of the items concerned and or as specified by BIS or the IRC / MORTH standard specifications acceptable to the Engineer-in-Charge. The method of sampling and testing shall be as per the relevant BIS, IRC/ MORTH and other relevant standards and practices. Minor minerals like sand, stone chips etc. shall be conforming to

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relevant BIS standards. All bought out items including Cement and Steel shall be procured from such manufacturers who hold valid license conforming to relevant BIS standards for manufacturing of such items.

8.15 Storage of Materials: Materials shall be so stored as to ensure the preservation of the quality and fitness for the work. When considered necessary by the Engineer-in-charge, they shall be placed on wooden platforms or other hard, clean surfaces and not directly on the ground.

Materials shall be placed under cover when so directed and the contractor shall erect and maintain at his own cost temporary weather-proof sheds at the work site for the purpose. Stored materials shall be so located as to facilitate prompt inspection. All stored materials shall be inspected at the time of use in the work, even though they may have been inspected and approved before being placed in storage or during storage.

8.16 Defective Materials: All materials not conforming to the requirements of the specifications shall be considered as defective, and all such materials, whether in place or not shall be rejected. They shall be removed immediately by the contractor at his expenses and replaced with acceptable material.

No rejected material, the defects of which have been subsequently corrected, shall be used on the work until approval in writing has been given by the Engineer-in-Charge. Upon failure on the part of the contractor to comply with any instruction of the Engineer-in-charge made under the provisions of this article within the time stipulated by the Engineer-in-charge, the Engineer-in-charge shall have authority to remove and replace defective material and recover the cost of removal and replacement from the contractor.

Further all such defective material lying at site not removed and replaced within 30 days after issue of notice by the Engineer-in-charge, if the Engineer-in-charge so decides shall dispose of such material in any manner without any further written notice to the contractor.

9. Measurement and Payments

Except where any general or detailed description of the work in the Bill of Quantities or specifications of the contract/ work order provides otherwise, measurement of work done shall be taken in accordance with the relevant standard method of measurement published by the Bureau of Indian Standards (BIS) and if not covered by the above, other relevant Standards/practices shall be followed as per instructions of the Engineer-in-Charge.

9.1 All items of work carried out by the contractor in accordance with the provision of the contract having a financial value shall be entered in the Measurement Book as prescribed by the company so that a complete record of the measurements is available for all the works executed under the contract and the value of the work executed can be ascertained and determined there from. Measurements of completed work / portion of completed work shall be recorded only in the Measurement Books.

9.2 Measurement shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative.

9.3 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 measurements, a note to

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that effect shall be made in the Measurement Book / Log Book and signed and dated by both the parties.

9.4 The measurement of the portion of work/items of work objected to, shall be re-measured by the Engineer-in-Charge himself or the authority nominated by the company for the purpose in the presence of the contractor or his authorized representative and recorded in the M.B. which shall be signed and dated by both the parties. Measurements so recorded shall be final and binding upon the contractor and no claim whatsoever shall thereafter be entertained.

In case the contractor or his authorized representative does not attend to the joint measurements at the prefixed date and time after due notice, the measurements taken by the Engineer-in-Charge or his representative shall be final and binding on the contractor.

Measurement of the extra items of work or excess quantities of work duly authorized in writing by the Engineer-in-Charge shall also be taken and recorded in the M.B. based on the existing items in the SOR of the company and if such items do not exist in the company's SOR, the description of the work shall be as per actual execution. Payment for such extra items will be based on the rates to be derived as described in the relevant clauses of the contract/ work-order.

9.5 No work shall be covered up or put out of view without the approval by the Engineer-in-Charge and recording of measurements and check measurement thereof duly accepted by the contractor. The contractor shall provide full opportunity to the Engineer-in-Charge or his representative to examine and measure all works to be covered up and to examine the foundations before covering up.

The contractor shall also give notice to Engineer-in-Charge whenever such works or foundations are ready for examination and the Engineer-in-Charge shall without unreasonable delay arrange to inspect and to record the measurements, if the work is acceptable and advise the contractor regarding covering of such works or foundations.

9.6 In case of items which are claimed by the contractor but are not admissible according to the department, measurements of such items, will be taken for record purposes only and without prejudice so that in case it is subsequently decided by the department to admit the contractor's claims, there should be no difficulty in determining the quantities of such work. A suitable remark should, however, be made against such measurements to guard against payment in the ordinary way.

9.7 Payments: The running on account payments may be made once in a month or at intervals stipulated in the work order/ contract agreement.

9.7.01 Running on account bill/bills for the work executed/ materials supplied in accordance with the work order/ contract shall be prepared on the basis of detailed measurements recorded as described herein before and processed for payments.

9.7.02 Payment of on account bill shall be made on the Engineer-in-Charge's certifying the sum to which the contractor is considered entitled by way of interim payment for the following :

- a) The work executed as covered by the bill/bills after deducting the amount already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the work order/ contract.
- b) (i) Payment for excess quantity of work done with the written instructions of the Engineer-in-Charge for items already appearing in the bill of quantities of work with approved rates, will be made along with the on account bills only up to 10% of the quantity provided in the agreement

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subject to overall value of work not exceeding the agreement value.

(ii) The GM(Civil) of the company and / or the Staff Officer(C) of the Area may authorize interim payment for excess work done up to 20 % of the quantity of work provided in the Bill of Quantity of the work awarded from Company level and Area level respectively subject to overall value of work done does not exceed the contract value. This however, shall not be applicable for High Value Items.

- c) Extra items of work executed will be paid on specific written authorization of GM(C) of the company or Staff Officer (Civil) of the Area provided that the value of such extra items of work when added together is not more than 10% of the contract value and the total gross payment including excess quantity does not exceed the contract value.

Balance amount on account of excess quantity and extra items of work executed shall be paid after the deviation estimate / revised estimate regularizing the extra items and excess quantities of work is sanctioned by the competent authority of the company with the concurrence of the Finance Department of the company.

- d) On the Engineer-in-Charge's certificate of completion in respect of the work covered by the contract/final measurements of the work certified by the Engineer In Charge or his representative.

9.7.03 The measurements shall be entered in the M.B for the work done up to the date of completion and evaluated based on the approved rates for the items in the contract agreement/sanctioned revised estimate. In case of extra items of work, the rates shall be derived as stated in the relevant clause of the contract.

The payments shall be released against the final bill subject to all deductions which may be made on account of materials supplied, water supply for construction, supply of electricity and any other dues payable by the contractor to the company, and further subject to the contractor having given to the Engineer-in-Charge a no claim certificate.

The contractor shall indemnify the company against proof of depositing royalty on account of minor minerals used in the work before the final bill is processed for payments. The final payment to be made will also be subject to Clause-4.6 & 4.7 of the General Terms & Conditions of the contract.

9.7.04 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.

9.7.05 The company reserve the right to recover/enforce recovery of any overpayments detected after the 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 shall be recovered from subsequent bills under the contract, failing that from contractor's claim under any other contract with the company or from the contractor's security deposit or the contractor shall pay the amount of over payment on demand. In case of contractor's non-payment on such demand, the same should be realised from the contractor's dues, if any, with Coal India Limited or any of its subsidiaries.

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9.7.06 The contractors are required to execute all works satisfactorily and according to the specifications laid down in the contract/ work order. If certain items of work, executed by the contractor, are below specifications, the contractor should re-do them according to the specifications and instructions of EIC and if the contractor fails to rectify the defect within the time and in the manner specified by the EIC, the work shall be got re-done or rectified by the department at the risk and cost of the contractor. Engineer-in-Charge may accept such work of below specifications provided the department is satisfied with the quality of such works and the strength/ structural safety of such works. In that case Engineer-in-Charge shall make such deductions for the difference in value, as in his opinion is reasonable and is approved by the accepting authority of the company i.e. GM/HoD(C) of the company in this case or any other officer nominated by GM/HoD(C) for the purpose.

9.7.07 Payment Stage: The payment stage involved will be as under,

- i. Signature of Subordinate Engineer(Civil)/ EA(Civil)/ Sr. Overseer(C) / Overseer(C) in MB's both in pages recording measurements, abstract of bill & the duly filled in bill form.
- ii. Signature of Sr. Officer(C)/ Asstt. Manager(Civil) with appropriate check measurements in the MB's and the bill form.
- iii. *Signature of Dy. Manager(C)/ Manager(C) with appropriate check measurements in MB's and the bill form.*
- iv. Signature of Engineer-in-Charge as per definition as at clause 1(vii) of the General Terms and Conditions, as a token of acceptance for payment of the bill. The EIC may sign in the abstract of the bill in the MB & the bill form. In between stage iii) and iv) accountal checking may be made by the concerned Accounts Officer/ Accountant.

In case of non-availability of officials as at (i) above, company may authorize suitable executives for the works outlined at (i). Further for check measurement also company may authorize Executives based on availability.

9.7.08 Secured Advance: Secured advance can be paid for items of materials required for execution of the work and covered under categories A & B and supplied by the contractor at work site, supported by necessary vouchers, challans, test certificates etc. after execution of indemnity bond as per prescribed Form of the company on non-judicial stamp paper of prescribed value.

This advance shall be recovered in four equal installments or as per consumption whichever is higher. Engineer-in-Charge shall recover at his discretion all or any part of secured advance paid, if in his opinion the work is not progressing satisfactorily or the security of these materials at site is not adequately taken care of by the contractor. Secured advance shall be payable for contracts of value above Rs.50.00 lakhs only.

Secured advance for structural steel sections, reinforcement steel and cement, collected at site, will be paid upto 75% of the corresponding stock yard prices of SAIL for the corresponding steel items and Govt. approved/ D.G.S.D. prices for cement, if the same exist.

In case of non-availability of Govt. approved prices of cement & steel and for the materials falling under Category - A and B the secured advance will be paid at the basic rate available in the approved schedule of rates of the company plus or minus the overall percentage on which the work was awarded, provided such rate is not more than 60% of the quoted rate of the contractor for the actual work.

At any point of time the outstanding recoverable secured advance shall not be more than 10% of the contract value.

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Items against which secured advance can be granted:

Category-A

Civil:

1. Bricks.
2. Stone and brick aggregate.
3. Stones.
4. Finished products of brass, iron and steel such as doors & windows frames, wire mesh, gate, GI Sheets.
5. Pre-cast R.C.C. products such as pipes, jali, water storage tanks etc.
6. Doors & Window fittings.
7. Pipes and sanitary fittings of CI, SCI & HCI.

Electrical :

1. Steel conduits
2. G.I. Pipes
3. I.C. Boards
4. Switchgears (Air circuit breakers and Air break switches)
5. C.I. Boxes.
6. A.C.S.R. Conductors
7. A.C. Plant & Machinery
8. Pumps
9. Generating sets (without oil)

Items against which secured advance can be granted:

Category- B

Civil:

1. Glazed tiles, terrazzo tiles and similar articles.
2. Marble slabs.
3. Asbestos cements products.
4. Finished timber products such as doors, windows, flush doors, particle boards (subject to mandatory test being satisfactory) etc.
5. Bitumen in sealed drums.
6. Bitumen felt.
7. Polythene pipes and fittings and tanks.
8. Sanitary fittings and pipes of S.W., porcelain and chinaware materials
9. Laminated / Safety, one way vision, and bullet proof glasses.
10. Chemical required for anti-termite treatment (in sealed drums).
11. Paints, varnishes, distempers, pigment, spirits etc.

Electrical:

1. Transformers
2. Oil-filled switch gears.
3. L.T. & H.T. Cables
4. Fans
5. Storage and Dry Batteries
6. Insulation tapes.
7. Epoxy cable compounds.
8. Electric light fittings.
9. Wooden battens, casing & capping and wooden boards.
10. Flexible wires.
11. PVC materials.
12. Oil and lubricants.

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13. Rubber materials.

14. Glass wool, thermocole & other insulating materials.

15. Porcelain H.T. and L.T. insulators.

In addition to indemnity bond, for materials listed under Category-B, the contractor shall be required to provide necessary insurance cover of equivalent value of materials.

Items against which no secured advance shall be granted:

Civil:

1. Glass products other than those indicated in Category-B.

2. Sand and moorum

3. Chemical compounds other than those indicated in Category-B.

Electrical:

1. Glass gloves and shades

2. Bulbs and tubes

3. Petrol and diesel

4. Freon and other refrigeration gases.

9.8 Income tax deduction @ 2% (Two percent) of the gross value (excluding GST) of each bill or at the rate as amended from time to time, shall be made unless exempted by the competent authority of the Income Tax Department. Further, TDS under GST will be deducted at applicable rates as per the provisions of GST Act wherever applicable.

Building and Construction Workers Cess (as applicable in States) shall be payable by the contractor. If, however, the company is asked to make deduction from the contractor's bills, the same shall be done and a certificate to this effect shall be issued to the contractor for dealing with the State Govt. and the company does not take any responsibility to do anything further in this regard.

9.9 No interest shall be payable on the amounts withheld, under the terms of the Contract Agreement/Work-order.

10 Termination, Cancellation, Suspension and 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, and whether the date of completion has or has not elapsed, by notice in writing 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) 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

c) obtains a contract with the company as a result of ring tendering or other non-bonafide methods of competitive tendering

Or

d) 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 his company.

Or

e) 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.

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Or

f) 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 by giving a written notice, cancel the whole contract or portion of it in default.

10.1 The contract shall also stand terminated under any of 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 contractors company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the contractor's 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 (twenty-one) 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 the legal representative or to the partnership concern.

10.2 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, any materials, constructional plant, equipment, stores etc. thereon and carry out balance work through any means or 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 bidder shall be banned for two years from being eligible to submit bids in CIL and its subsidiaries. This banning shall be done under the provisions of NIT with the approval of Tender Accepting Authority by Application Admin of CIL e-Procurement Portal.

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 at the disposal of the employer.

Or

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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.

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, equipment 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 10.1(d).

10.3 Suspension of Work:

Suspension of work – The Company shall have power to suspend the work. The contractor shall on receipt of the order in writing of Engineer-in -charge (whose decision shall be final and binding on the contractor), suspend the progress of work or any part thereof for such time in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage, or endanger the safety thereof for any of the following reasons:

- a) on account of any default on the part of the contractor, or
- b) for proper execution of the works, or part thereof, for reasons other than the default of the contractor or,
- c) for safety of the works, or part thereof.

The contractor shall, during such suspension properly protect and ensure the works to the extent necessary and carry out the instruction of the Engineer-in-charge. If the suspension is ordered for reasons (b) & (c), the contractor shall be entitled to an extension of time equal to the period of every such suspension plus 25%. This shall also be applicable for completion of the item or group of items of the work for which a separate period of completion as specified in the contract and of which the suspended work forms a part.

The contractor shall carry out the instructions given in this respect by the Engineer-In Charge & if such suspension exceeds 45 (forty-five) days, the contractor will be compensated on mutually agreed terms.

10.4 Foreclosure of contract:

If at any time after acceptance of the tender the company decides to abandon or reduce the scope of work for any reason whatsoever the company, through its Engineer-in-Charge, shall give notice in writing to that effect to the contractor and contractor shall act accordingly in the matter. In the event of abandonment, the contractor shall have no claim to any payment of compensation or otherwise whatsoever, other than those mentioned below: -

- a) to pay reasonable amount assessed and certified by the Engineer-in-Charge of the expenditure

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incurred, if any, by the contractor on preliminary works at site e.g. temporary access roads, temporary construction for labour and staff quarters, office accommodation, storage of materials, water storage tanks and water supply for the work including supply to labour/ staff quarters, office etc.

- b) to pay the contractor at the contract rates full amount for works executed and measured at site up to the date of such abandonment.
- c) to pay for the materials brought to site or to be delivered at site, which the contractor is legally liable to pay, for the purpose of consumption in works carried out or were to be carried out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials. The materials to be taken over by the company should be in good condition and the company may allow at its discretion the contractor to retain the materials in full or in part if so desired by him and to be transported by the contractor from site to his place at his own cost with due permission of the EIC.
- d) to take back the materials issued by the company but remaining unused, if any, in the work on the date of abandonment/reduction in the work, at the original issue price less allowance for any deterioration or damage caused while in custody of the contractor.
- e) to pay for the transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less.

10.4.01 The contractor shall, if required by the Engineer-in-Charge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Engineer-in-Charge to assess the amounts payable in terms of clauses 10.4 (a) (c) & (e) of the contract. The contractor shall not have any claim for compensation for abandonment of the work, other than those as specified above.

11. Carrying out Part Work at Risk & Cost of Contractor.

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, penalty will not be applicable other than on account of delayed completion.

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 or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

12. Completion Certificate / Defect Liability Certificate

Except in cases where the contract provides for "Performance Test" before issue of Defect Liability certificate, in which case the issue of Defect Liability certificate shall be in accordance with the procedure specified therein, the contractor shall give notice of completion of work, as soon as the work is completed, to the Engineer-in-Charge. The Engineer-in-Charge and or any other Officer,

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nominated for the purpose by the company, shall within 30 (thirty) days from the receipt thereof, inspect the work and ascertain the defects/deficiencies, if any, to be rectified by the contractor as also the items, if any, for which payment shall be made at reduced rate.

If the defects, according to the Engineer-in-Charge are of a major nature and the rectification of which is necessary for the satisfactory performance of the contract, he shall intimate in writing the defects and instruct the contractor to rectify the defects/remove deficiencies within the period and in the manner to be specified therein. In such cases Defect Liability Certificate will be issued by the EIC after the above rectifications are carried out/ deficiencies are removed by the contractor to the satisfaction of EIC.

In the event there are no defects or the defects/ deficiencies are of a minor nature and the Engineer-in-Charge is satisfied that the contractor has already made arrangements for rectification, or in the event of contractor's failure to rectify the defects for any reason whatsoever, the defects can be rectified by the company departmentally or by other means and the 50% of the security deposit of the contractor shall be sufficient to cover the cost thereof, he shall issue the Defect Liability Certificate (Taking Over Certificate with list of defects) indicating the date of completion of the work, defects to be rectified, if any, and the items, if any, for which payment shall be made at reduced rate indicating reasons there for and with necessary instructions to the contractor to clear the site/place of work or all debris/ waste materials, scaffoldings, sheds, surplus materials etc. making it clean.

12.1 In cases where separate period of completion for certain items or groups of items are specified in the contract, separate Defect Liability certificate for such items or groups of items may be issued by the Engineer-in-Charge after completion of such items on receipt of notice from the contractor only in the event the work is completed satisfactorily in every respect.

Refund of security deposit and payment of final bill shall, however, be made on completion of the entire contract work, but not on completion of such items of work.

12.2 Before the date fixed for completion of work, the work as well as the site of work are to be made clean after removal of rubbish, scaffolding, surplus materials, temporary structures etc.

12.3 In case of contractor's failure to clear the site, the EIC shall have right to get the work done. The cost thereof shall be recovered from the final bill of the contractor.

13. Additional Responsibilities of the Contractor(s)

The cost on account of the "Additional Responsibilities of the Contractors" under this clause is deemed to be included in the tendered rates.

i) The company reserves the rights to let other contractors also work in connection with the Project and the contractor/contractors shall co-operate in the works for the introduction and stores and materials and execution of his/their works.

ii) The contractor/contractors shall keep on the work site during the progress a competent and experienced Resident Engineer exclusively for the work and necessary assistants who shall represent the contractor(s). The contractor shall employ, on the site in connection with the execution and maintenance of the work, technical and managerial staff as mentioned below.

Sl.No.	Value of Work	Manpower Requirement
1.	More than 10 Crores	One Resident Engineer (Degree Holder), One Engineer (Degree Holder), Two Engineers (Diploma Holder)
2.	5 Crores to 10 Crores	One Resident Engineer (Degree Holder), Two Engineers

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		(Diploma Holder)
3.	2 Crores to 5 Crores	One Resident Engineer (Diploma Holder), One Engineer (Diploma Holder)
4.	50 lakhs to 2 crores	One Resident Engineer (Graduate/ Diploma Holder)

For works below Rs. 50 lakhs, the deployment of manpower shall be as assessed by Engineer.

The contractor shall intimate the Engineer-in-Charge in writing the names, qualifications, experience and full postal address of each and every technical personnel employed at site by him.

The contractor(s) shall not be allowed to execute the work unless he/they engage the required technical staff as assessed by Engineer-in-charge or as specifically mentioned in the bid. The delay on this account, if any, shall be the contractor's responsibility.

Important instructions shall be confirmed to the contractor(s) in writing. If the contractor/contractors in course of the works finds/find any discrepancy between the drawing, forming part of the contract documents and the physical conditions of the locality or any errors or omissions in drawings except those prepared by himself / themselves and not approved by the Engineer-in-Charge. It shall be his/their duty to immediately inform the Engineer-in-Charge in writing and the Engineer-in-Charge shall verify the same. Any work done after such discovery and without intimation as indicated above will be done at the risk of the contractor/contractors.

iii) The contractor / contractors shall employ only competent, skilful and orderly men to do the work. The Engineer-in-Charge shall have the right to ask the contractor/ contractors to remove from the work site any men of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within 3 (three) hours of such orders.

The contractor shall employ apprentices in the execution of the contract work as required under Apprentices Act.

The contractor shall further be responsible for making arrangements at his own cost, or accommodation and social needs of the staff and workers under his employment.

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

All scaffoldings, ladders and such other structures which the workmen are likely to use shall be examined by the Engineer-in-Charge or his authorized representative whenever they want and the structure must be strong, durable, and safe and of such design as required by Engineer-in-Charge.

In no case any structure condemned by the Engineer-in-Charge or his authorized representatives shall be kept on the work and such structure must be pulled down within three hours of such condemnation and any certificate or instructions, however, shall in no way absolve the contractor/contractors from his/their responsibility, as an employer, as the company shall in no way be responsible for any claim.

The contractor / contractors shall at all times exercises 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 Govt. or Central Govt. 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.

v) 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.

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vi) The contractor shall maintain all records as per the provision made in the various statutes including Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules, 1971, Minimum Wages Act, Workmen Compensation Act etc. and latest amendment thereof. Such records maintained by the contractor shall be opened for inspection by the Engineer-in-Charge or by the nominated representative of the Principal Employer.

vii) The contractor/ contractors shall provide facilities 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/ contractors shall vigorously prohibit committing of nuisance at any other place. Cost of all works under this item shall be covered by the contractor/contractor's tendered rates.

viii) 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.

ix) All duties, taxes (excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable) only) and other levies, royalty, building and construction workers cess (as applicable in States) payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST, if any, either payable by bidder or by company under reverse charge mechanism shall be computed by system in BOQ sheet as per predefined logic.

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

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

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

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

Further, any GST credit note required to be issued by the bidder / contractor under the GST provisions should be issued within the time limit prescribed under the GST law.

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

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

If CIL/Subsidiary fails to claim Input Tax Credit(ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier/vendor of goods and services in incorporating the tax invoice issued to CIL/Subsidiary in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes &

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cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier/vendor along with interest and penalty, if any.

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

The 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.

In case of collection of minor minerals in area (both virgin and non-virgin), acquired by the Company under the Coal Act, the contractor will have to produce a royalty clearance certificate from the District Authorities before full and final payment.

Further, where any damages or compensation becomes payable by either the Company or the bidder / contractor pursuant to any provision of this Agreement, appropriate GST wherever applicable as per the GST provisions in force shall also apply in addition to such damages or compensation.

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

x) The contractor / contractors shall make his / their own arrangement for all materials, tools, staff and labourer required for the contract, which shall include cost of lead, lift, loading, unloading, railway freight, recruiting expenses and any other charges for the completion of the work to entire satisfaction of the company.

xi) The contractor / contractors shall make their own arrangement for carriage of all materials to the work site at his/their own cost.

xii) The work shall not be sublet to any other party, unless approved by Engineer-in-Charge, in writing. Prior permission is required to be taken from the owner for engagement of sub-contractor in part work/piece rated work.

xiii) a) No fruit trees or valuable plants or trees with trunk diameter exceeding 150mm shall be pulled, destroyed or damaged by the contractor/contractors or any of his/their employees without the prior permission of the company, failing which the cost of such trees or plants shall be deducted from the contractor/contractors dues at the rate to be decided by the company. The rates quoted are supposed to include clearance of shrubs and jungles and removal of such trees up to 150 mm dia., as will be permitted by the Engineer-in-Charge in writing.

b) Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the employer. The Contractor is to notify the Nodal Officer or his nominee of such discoveries and carry out the Nodal Officer or his nominee's instructions for dealing with him.

xiv) The contractor / contractors shall not pay less than the minimum wages to the labourer engaged by him/them as per Minimum Wages Act or such other legislation or award of the minimum wage fixed by the respective State Govt. or Central Govt. as may be in force. The contractor / contractors shall make necessary payments of the provident fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and allied scheme and Miscellaneous Provisions Act, 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be.

xv) All accounts shall be maintained properly and the company shall have the right of access and inspection of all such books of accounts etc., relating to payment of labourer in online mode

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including payment of provident fund considered necessary.

xvi) The contractor shall in additions to any indemnity provided by the relevant clauses of the agreement or by law, indemnify and keep indemnified for the following:

a) The company or any agent or employee of the company against any action, claim or proceeding relating to infringement or use of any patent or design right and shall pay any royalties or other charges which may be payable in respect of any article or material included in the contract.

However, the amount so paid shall be reimbursed by the company in the event such infringement has taken place in complying with the specific directions issued by the company or the use of such article or material was the result of any drawing and/or specifications issued by the company after submission of tender by the contractor. The contractor must notify immediately after any claim being made or any action brought against the company, or any agent or employee of company in respect of any such matter.

b) The company against all claims, damages or compensation under the provisions of payment of Wages Act, 1938, Minimum Wages Act, 1948, Employer's Liability Act, 1938, The Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947, Mines Act as applicable, Employees State Insurance Act 1948 and Maternity Benefit Act, 1961, Acts regulating P.F. or any modification thereof or any other law relating thereto and rules made there under from time to time, as may be applicable to the contract which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and also against costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury.

c) The company against all losses and claims for injuries or damages to any third party or to any property belonging to any third party which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and against all claims/demands proceedings/damages, cost charges and expenses whatsoever in respect of or in relation thereto.

xvii) The contractor is under obligation to hand over to the company the vacant possession of the completed building structures failing which the Engineer-in-Charge can impose a levy upon the contractor up to 5% of the total contract value for the delay in handing over the vacant possession of the completed works after giving a 15 (fifteen) days' notice to the contractor.

xviii) **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.

The contractor/contractors shall take following insurance policies during the full contract period at his own cost:

a). In the case of construction works, without limiting the obligations and responsibilities under the contract, the contractor shall take insurance policy for the works and for all materials at site so that the value of the works executed and the materials at site up to date are sufficiently covered against risk of loss/damage to the extent as permissible under the law of insurance. The contractor shall arrange insurance in joint names of the company and the contractor. All premiums and other insurance charges of the said insurance policy shall be borne by the contractor.

The terms of the insurance policy shall be such that all insurance claims and compensations payable by the insurers, shall be paid to the Employer and the same shall be released to the contractor in instalments as may be certified by the Engineer-in-charge for the purpose of rebuilding or replacement or repair of the works and/or goods destroyed or damaged for which payment was

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received from the insurers. Policies and certificates for insurance shall be delivered by the contractor to the EIC for his approval before the starting date. Alterations to the terms of insurance shall not be made without the approval of EIC.

b). Where any company building or part thereof is used, rented or leased by the contractor for the purpose of storing or using materials of combustible nature, the contractor shall take separate insurance policy for the entire building and the policy shall be deposited with the company.

c) The contractor shall at all times during the tenure of the contract indemnify the company against all claims, damages or compensation under the provision 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.

d) The contractor shall ensure that the insurance policy/ policies is/are kept alive till full expiry of the contract by timely payment of premiums and it/they shall not be cancelled without the approval of the company and a provision is made to this effect in all policies, and similar insurance policies are also taken by his sub-contractors if any. The cost of premium shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.

e) 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 to the contractor.

THE CLAUSE 13(xviii) SHALL BE APPLICABLE FOR WORKS OF ESTIMATED VALUE OF OVER Rs. 50 LAKHS.

xix) **Setting Out:** The contractor shall be responsible for the contract and proper setting out of the works and correctness of the position, reduced levels, dimensions and alignment of all parts of the work including marking out the correct lay out in reference to the permanent bench mark and reference points. Only one permanent bench mark and basic reference lines shall be marked and shown to the contractor as basic data.

The contractor shall have all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of work any error is detected in respect of the position, levels, dimensions or alignment of any part of the work, the contractor on being required to do so by the Engineer-in-Charge or his representative shall at the expenses of the contractor rectify such errors to the satisfaction of Engineer-in-Charge unless such error is due to incorrect data supplied by the Engineer-in-Charge.

xx) On receipt of Letter of Acceptance of Tender / Work Order the contractor shall forthwith Register and obtain License from the competent authority under the Contract Labour (Regulation & Abolition) Act 1970, the Contract Labour (Regulation & Abolition) Central Rules, 1971 and submit certified copies of the same to the Engineer-in-Charge and the Principal Employer.

xxi) Deleted.

xxii) The contractor shall, in connection with works, provide and maintain, at his own cost, all lights, security guards, fencing when and where necessary as required by the Engineer-in-Charge for the purpose of protection of the works, materials at site, safety of workmen and convenience of the public.

xxiii) All materials (e.g. stone, moorum and other materials) obtained in the course of execution of the work during excavation and dismantling etc. shall be the property of the company and the same may be issued to the contractors, if required for use in the works at the rates to be fixed by the

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Engineer-in-Charge.

xxiv) Unless otherwise specifically provided for, dewatering of excavation pits, working areas etc. shall be the contractor's responsibility and is to be carried out at his own cost as per instructions of EIC. The rates quoted by the contractor shall be deemed to include the dewatering costs.

xxv) Approval by the Nodal Officer/Engineer-in-Charge or his nominee: The contractor shall submit specifications and drawings showing the proposed temporary work to the Nodal Officer/Engineer-in-Charge or his nominee, who is to approve them if they comply with the specifications and drawings.

The contractor shall be responsible for design of Temporary Works.

The Nodal Officer/Engineer-in-charge or his nominee's approval shall not alter the contractor's responsibility for design of the Temporary Works.

xxvi) The contractor shall directly pay the ex-gratia amount of Rs.15.00 (Fifteen) lakhs to the eligible dependent family members of the deceased contractor's worker, who died in mine accident as certified by DGMS, to whom the statutory benefits under Employee Compensation Act, Provident Fund etc. have been paid, as per the terms of contract or through Insurance Company by availing Group Personal Accident Insurance Policy for all its workers before commencement of the contract, which shall be renewed periodically to cover the entire duration of the contract. No reimbursement shall be made on this account by CIL/Subsidiary.

In order to comply with the above provisions, contractor shall immediately on receipt of letter of acceptance/work order shall obtain group personal accident insurance in respect of all the workmen engaged in mining activities for payment of Rs.15.00(fifteen) lakhs in case of death in mine accident. A proof to such effect shall be produced to the satisfaction of the management before commencement of the work. However, the responsibility of payment of special relief/ex-gratia amount shall lie exclusively with the Contractor.

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

14. Defects Liability Period:

In addition to the defect/s to be rectified by the contractor as per terms of the contract/ work order, the contractor shall be responsible to make good and remedy at his own expense the defect/s mentioned hereunder within such period as may be stipulated by the Engineer-in-Charge in writing:

a) Any defect/defects in the work detected by the Engineer-in-Charge within a period of 6 (six) months from the date of issue of Defect Liability certificate / completion certificate.

b) In the case of building works or other works of similar nature any defect in the work detected by the Engineer-in-Charge within a period of 6 (six) months from the date of issue of Defect Liability certificate/ completion certificate or before the expiry of one full monsoon period i.e. June to September whichever is later in point of time.

14.1 A programme shall be drawn by the contractor and the Engineer-in-Charge for carrying out the defects by the contractor detected within the defect liability period and if the contractor fails to adhere to this programme, the Engineer-in-Charge shall be at liberty to procure proper materials and carry out the rectifications in any manner considered advisable under the circumstances and the cost of such procurement of materials and rectification work shall be chargeable to the contractor and recoverable from any of the pending dues of the contractors.

The defect liability period can be extended by the company on getting request from the contractor only for valid reasons.

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There will be no defect liability period for works like Grass Cutting, Jungle Cutting, Surface Dressing & any other work of similar nature to be decided by the Engineer-in-Charge.

15. Operating and Maintenance Manual:

If “as built” drawings and/or Operating and Maintenance Manual are required the contractor shall supply them by the dates as per instruction of the Engineer-in-charge.

If the contractor does not supply the drawings and/or Manual by the dates as stated above, or they do not receive the Nodal Officer or his nominee’s approval, the Nodal Officer or his nominee shall withhold the amount as stated in the agreement.

16. 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 GM or GM/HoD(C). If difference still persist the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.

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

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

16A. Settlement of Disputes through Arbitration

If the parties fail to resolve the disputes/differences by in house mechanism, then, depending on the position of the case, either the employer/owner or the contractor shall give notice to other party to refer the matter to arbitration instead of directly approaching Court. The contractor shall, however, be entitled to invoke arbitration clause only after exhausting the remedy available under the clause 16.

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

Sole Arbitration:

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

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

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

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

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

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

Contracts with Partnership firm/ Joint Venture:

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

17. E-way Bill:

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

18. In the event of recovery of any claim towards LD charges, penalty, fee, fine or any other charges (Except EMD) from the supplier/vendor, the same will be recovered with the applicable GST and the amount shall be adjusted with the payment to be made to the supplier/vendor against their bill/invoice or any other dues.

19. Guidelines for Banning of Business

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

1. Observance of Principle of Natural Justice before banning the business dealings with any contracting entity.
2. The contracting entity may be banned in the following circumstances :-
 - i) If bidder backs out after notification of opening of price bid and if that bidder is found to be L-1.
 - ii) If L-1 bidder fails to submit PSD and/or fails to execute the contract within stipulated period.
 - iii) If L-1 bidder fails to start the work on scheduled time.
 - iv) In case of failure to execute the work as per mutually agreed work schedule.
 - v) Continued and repeated failure to meet contractual Obligations:
 - a. In case of partial failure on performance, agency shall be banned from future participation in tenders keeping his present contract alive.
 - b. On termination of contract.
 - vi) Willful suppression of facts or furnishing or wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means.
 - vii) Formation of price cartels with other contractors with a view to artificially hiking the price.
 - viii) The contractor fails to maintain/repair/redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.
 - ix) Contractor fails to use Mobilisation advance given to him for the purpose it was intended.
 - x) Contractor fails to renew the securities deposited to the department.
 - xi) The contractor fails to rectify any lapse(s) in quality of the work done within defect liability period.

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- xii) Transgression of any clause(s) relating to Contractor's obligation defined in the Integrity Pact wherever such Pact exists.
 - xiii) Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.
3. Such 'Banning of Business', if and when effected, shall be with prospective effect only. The effect of 'Banning of Business' shall be for future tenders from the date of issue of such Order. However, if any contracting entity is banned after online notification of opening of Price Bid, such a ban will not be effective for that work.
 4. The banning shall be for a minimum period of Two years and shall be effective for tenders of CIL and its all Subsidiaries. This banning shall be done under the provisions of the NIT with the approval of Tender Accepting Authority with intimation to all concerned and online blocking of the bidder shall be done on receipt of written communication from the Tender Inviting Authority by Application Admin of CIL e-procurement portal.
 5. Once a contracting entity is banned, it shall be extended to the constituents of that entity, all partners in case of Joint Venture, all the partners in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm and all the Directors in case of Limited Company. If such banned owner/Proprietor/ Partner/Director make/form different Firms/entity and attempts to participate in tenders, the same will not be entertained during the currency of such banning.
 6. The above 'Banning of Business' shall be in addition to other penal provisions of NIT/Contract document.
 7. **Approving Authority:** The 'Banning of Business' of a contracting entity shall be done with the approval of the Competent Authority as per the details below:
 - a) In case the Accepting Authority of the work is Board or Empowered Committee or FDs or CMD of CIL/Subsidiary Company, then the Competent Authority for banning shall be CMD of CIL/Subsidiary Company.
 - b) In case the Accepting Authority of the work is up to the level of Director of CIL/Subsidiary Company, then the Competent Authority for banning shall be Director of CIL/Subsidiary Company.
 8. Appellate Authority shall be one Rank higher than the Competent Authority meant for 'Banning of Business'. In case the banning is done with the approval of CMD of the Subsidiary Company then Chairman, CIL shall be the Appellate authority.
 9. Any change on the above may be done with approval of FDs of CIL.
 10. All the orders of banning or orders passed in appeal shall be marked to GM(CMC) / Civil / concerned HODs of CIL/Subsidiary Company. Further, all such orders will be uploaded in Coal India site as well website of the Subsidiary Company.
 11. Efforts shall be made by the concerned Department so that such order is linked to e-tender portal of Coal India Limited.
 20. The contractor shall submit valid electrical license either in his name or of his authorized representative/supervisor [under whose supervision electrification work (internal and/or external)

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will be executed] issued by Electrical Licensing Board / Authority of the Indian State / UT, in accordance with Indian Electricity Rule before execution of electrical works, if any.

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ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are also acceptable to the company. The tenderers are requested not to quote any further additional conditions in the tender.

1. Mobilization Advance

- i) No mobilization advance is payable for works whose estimated value is less than Rs.100.00 lakhs.
- ii) In the case of turnkey work whose estimated value is more than Rs.100 lakhs a maximum of 10 % of the total contract value of work will be paid as mobilization advance subject to submission of Bank Guarantee equal to 110% of the advance amount. The mobilization advance shall be paid in two installments.
- iii) In case of other civil works valued more than Rs.100 lakhs mobilization advance will be paid upto 5% of the contract value subject to submission of Bank Guarantee equal to 110% of the advance amount. The mobilization advance shall be paid in two installments.
- iv) Interest on mobilisation advance will be charged at the rate of CIL's borrowing rate under cash credit arrangement as on date of disbursement and to be compounded quarterly.
- v) The 'Mobilisation Advance' shall be recovered from the bills of the Contractor from the second running on account bills onward @ 20 % of the advance amount paid; however, the full amount of 'Mobilisation Advance' will be recovered maximum within scheduled date of completion of that particular activity as per original Agreement excluding the Defect Liability period. Though the 'Mobilisation Advance' shall be given interest free but the interest shall be charged @ of..... % (as per the rate of CIL's borrowing rate under cash credit arrangement as varying from time to time) to be compounded quarterly, on delayed recoveries either due to the late submission of bill by the Contractor or any other reason attributable to the Contractor besides the reason giving rise to encashment of BG as stated in the Clause for 'Mobilisation Advance' elsewhere. In addition to the above, interest will be charged as per aforesaid rate on Mobilisation Advance in case the contract is terminated due to default of the Contractor.
- vi) The value of Bank Guarantee may be reduced to the extent such advance is recovered by the company subject to the conditions that the value of Bank Guarantee amount at any time is more than the recoverable outstanding advance. Bank Guarantee shall be irrevocable and from a Scheduled- Bank acceptable to the Company.
- vii) Part Bank Guarantee" (BGs) against the Mobilization Advance shall be taken in as many numbers as the proposed recovery instalments and shall be equivalent to 110% of the amount of each instalment.
- viii) In case of "Machinery and Equipment advance", insurance and hypothecation to the employer shall be ensured.
- ix) Mobilization advance will be given in instalments and subsequent instalments will be released after getting satisfactory utilization Certificate from the contractor for the earlier instalments.

2. Application of Price Variation Clause.

If the prices of materials (not being the materials supplied at fixed issue rates by the company) and wages of labour required for execution of the work increase or decrease, the contractor shall be compensated for such increase or recoveries will be made from the bills for such decrease as per provisions detailed hereafter:

- a) The amount of the contract shall accordingly be varied subject to the condition that such compensation for escalation/ de-escalation in price 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. The Price Variation Clause shall not be applicable for works for which stipulated period of completion is six months or less.
- b) The base date for working out such escalation/de-escalation shall be the last date on which the bids (inclusive of price part) or revised price bids (inclusive of revised offer) were stipulated to be received.
- c) The compensation for escalation or recoveries to be made 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 will be made at the end of three months after the month (excluding) in which the tender was accepted and thereafter at three months' interval.
- d) Job specific modification in the formulae of price variation given in the following para(s) can be done with the approval of the CMD of the company

2.1 Escalation/ De-escalation for Labour: The amount paid to the contractor for the work done shall be adjusted for increase or decrease in the cost of labour and the cost shall be calculated quarterly in accordance with the following formula :

$$VL = W \times \frac{A}{100} \times \frac{L - L_0}{L_0}$$

Where :

VL= Variation in labour cost i.e., increase or decrease in the amount in rupees to be paid or recovered.

W = Value of work done during the period under reckoning to which the escalation/de-escalation relates as indicated in clause-2.4 of the Additional Terms & Conditions of the contract.

A = Component of labour expressed as percentage of the total value of the work adopted from the Table-1.

Lo = Minimum wages for unskilled workers payable as per the Minimum Wages Act / Rules of the State or Central Govt., whichever is more, applicable to the place of work as on the last date stipulated for receipt of the bids (inclusive of price part) or revised price bids whichever is later.

L = Revised minimum wages of unskilled worker corresponding to Lo during the period to which the escalation/de-escalation relates.

- 2.2 Escalation /De-escalation on Materials:** The amount to be paid to the contractor for the work done will be adjusted for increase or decrease in the cost of materials and the cost shall be calculated quarterly in accordance with the following formula :

$$V_m = W \times \frac{B}{100} \times \frac{M - M_0}{M_0}$$

Where :

V_m = Variation in the material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

W = Cost of work done during the period under reckoning to which the escalation / de-escalation relates as indicated in clause-2.4 of the Additional Terms & Conditions of the contract.

B = Component of material expressed as percentage of the total value of the work adopted from the Table -1.

M = Average All India Wholesale Price Index for all commodities for the period to which escalation/de-escalation relates as published by the RBI Bulletin, Ministry of Industry & Commerce, Govt. of India.

M_0 = All India Wholesale Price Index for all commodities as published by the RBI Bulletin, Ministry of Industry & Commerce, Govt. of India, relating to the last date on which the bids (inclusive of price part) or revised price bids whichever is later were stipulated to be received.

- 2.3 Escalation/ De-escalation on POL :** The amount to be paid to the contractor for the work done shall be adjusted for the increase or decrease in the cost of POL and the cost shall be calculated quarterly in accordance with the formula given below :

$$V_f = W \times \frac{C}{100} \times \frac{F - F_0}{F_0}$$

Where :

V_f = Variation in the cost of fuel, oil and lubricants i ncrease or decrease in the rupees to be paid or recovered.

W = Value of work done during the period under reckoning to which the escalation/ de-escalation relates as indicated in clause 2.4 of the Additional terms & Conditions of the contract.

C = Component of POL expressed as percentage of the total cost of the work taken from Table -1.

F = Average Index Number for wholesale price for the group of 'Fuel, Power, Light & Lubricants' as published by the Economic Adviser, Ministry of Industry, Govt. of India for the period to which the escalation/de-escalation relates.

F_0 = Index number of wholesale price for the group, Fuel, Power, light & lubricants as published by the Economic Adviser, Ministry of Industry, Govt. of India prevalent on the last date of receipt of bids (inclusive of Price Part) or revised price bids whichever is later.

2.4 While calculating the value of "W" the following may be noted : The cost on which the escalation will be payable shall be reckoned as 85 % of the cost of work as per the bills to which escalation relates, and from this amount the value of materials supplied or services rendered at the prescribed charges under the relevant provisions of the contract, and proposed to be recovered in the particular bill, shall be deducted before the amount of compensation for escalation or de-escalation is worked out. In the case of materials brought to site for which any secured advance is included in the bill, the full value of such materials as assessed by the Engineer-in-Charge (and not the reduced amount for which secured advance has been paid) shall be included in the cost of work done for operation of this clause. Similarly, when such materials are incorporated in the work and the secured advance is deducted from the bill, the full assessed value of the materials originally considered for operation of this clause should be deducted from the cost of the work shown in the bill, running or final. Further the cost of work shall not include any work for which payment is made at prevailing market rates.

2.5 In the event the price of materials and/ or wages of labour required for execution of the work decreases, there shall be downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formulae herein before stated under this clause shall mutatis/mutandis apply. No such adjustment for the increase / decrease in material price and/ or wages of labour before mentioned would be made in case of contracts in which the stipulated period of completion of the work is six (6) months or less.

2.6 Application of Price Variation Clause during extended period of Contracts.

The Price Variation Clause as stated above will be applied for extended time frame of a contract by following the principle stated as under:

- i) Normally, if and when it is understood that a contract is not going to be completed within the scheduled time period, the contract is kept operative by extending the time of completion provisionally. During this provisional extended period the operation of the Price Variation Clause will remain suspended.
- ii) If and when it is decided at the end of the successful completion of the work that the delay was due to causes not attributable to the contractor, then the Price Variation Clause will be revived and applied as if the scheduled date of completion has been shifted to the approved extended date.
- iii) If it is decided at the end of successful completion of the work that the delay was due to the fault of the contractor then the Price Variation Clause will not be revived for the purpose of escalation but shall be revived and applied for the purpose of de-escalation and no further payment will be made to the contractor on account of any escalation during this period but recovery shall be made for de-escalation, if any. Additionally, the Clause related to Compensation for delay will be applied.
- iv) If it is decided at the end of successful completion of work, the delay was partly due to the fault of the contractor and partly due to the fault of the employer and thereby Liquidated Damages (LD)/compensation due to delay is imposed then price variation clause for the purpose of escalation shall not be revived for this extended period, but shall be revived and applied for the purpose of de-escalation.

No payment will be made by applying "FROZEN INDICES "under any circumstances.

Table – 1

Value of A, B & C in the escalation formula in the additional terms & conditions for Civil Works :

Sl	Particulars	A% (Labour Component)	B% (Material Component)	C% (POL Component)	Remarks
1	For building works	25	75	Nil	
2	For Road works	15	80	05	
3	For external sewerage, External water supply, and external electrification	10	90	Nil	
4	For external water supply, external sanitary and external electrification (through labour rate contract)	75	25	Nil	
5	For steel structural works	15	85	Nil	
6	For steel structural works with Deptt. free supply of rolled steel sections (through labour rate contract)	75	25	Nil	
7	For Coal Handling Plant Civil Works	25	75	Nil	
8	For under-ground civil works such as Incline Drivage, Shaft Sinking etc.	35	65	Nil.	
9	For only labour oriented works of maintenance nature.	100	Nil	Nil	

For all other works not listed above, the component of labour, material and POL of the total cost of work shall be as specifically indicated in the tender document.

SPECIAL TERMS AND CONDITIONS (IF ANY)

SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).
2. Scaffolding of staging more than 3.6 m (12ft). above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm (3ft) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft) above ground level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3ft).
5. Safety means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m (30ft) in length while the width between side rails in rung ladder shall in no case be less than 20 cm (11 $\frac{1}{2}$ ") for ladder upto and including 3 m (10ft) in length. For longer ladders, this width should be increased at least $\frac{1}{4}$ " for additional 30 cm (1ft.) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. Excavation and Trenching: All trenches 1.2 m (4ft) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof. Ladder shall extend from bottom of the trench to at least 90 cm (3ft) above the surface of the ground. The side of the trenches which are 1.5 m (5ft) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m (5ft) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.
7. Demolition: before any demolition work is commenced and also during the progress of the work,
 - a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - b) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.

- c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned: - The following safety equipment shall invariably be provided.
- i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
 - iii) Those engaged in welding works shall be provided with welder's protective eye-shields.
 - iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measures are adhered to: -
 - a) Entry for workers into the line shall not be allowed except under supervision of the Engineering Assistant or any other higher officer.
 - b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
 - c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
 - d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
 - e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
 - f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
 - g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
 - h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.

- i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
- j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
- k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non-sparking gas engines also could be used but they should be placed at least 2 meters away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
- l) The workers engaged for cleaning the manholes / sewers should be properly trained before allowing to work in the manhole.
- m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non-sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
- n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
- o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
- p) The extents to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
- vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken: -
 - a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
 - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
 - c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
 - d) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
 - e) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - f) Overall shall be worn by working painters during the whole of working period.

- g) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
9. When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
10. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions: -
- i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
 - (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
 - iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 - iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.

16. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

TECHNICAL SPECIFICATIONS

Technical Specifications to be followed:

Civil Engineering Works

Latest CPWD specification shall be adopted. Presently CPWD specifications 2019 Vol. I & II is in vogue which may be followed. These specifications cover all type of Building Works. The specifications are available as a printed document issued by CPWD and also in soft copy PDF format in CPWD website.

Electrical Engineering Works

Latest CPWD specification shall be adopted. Presently the following are in vogue:

Part No.	Description	Year Of Issue
I	Internal	2013
III	Lifts And Escalators	2003
V	Wet Riser And Sprinklers System	2006
VI	Heating, Ventilation And Air Conditioning Works	2017

***Roads And Bridges**

Standard specifications issued by ministry of surface transport may be followed. Presently MORTH Specifications on roads and bridges 2013 is available. These specifications cover exhaustively various roads and bridge works. (Applicable for important and major roads.)

*Delete if not applicable

eTender Portal User Agreement

In order to create a user account and use the eTender portal you must read and accept this eTender portal User Agreement.

A. UNDERTAKINGS TO BE FURNISHED ONLINE BY THE BIDDER

I DO HEREBY UNDERTAKE

1. That all the information being submitted by me/us is genuine, authentic, true and valid on the date of submission of tender and if any information is found to be false at any stage of tendering or contract period, I/We will be liable to the following penal actions apart from other penal actions prescribed elsewhere in the tender document.
 - a. Cancellation of my/our bid/contract (as the case may be)
 - b. Banning for two years from being eligible to submit bids in CIL and its subsidiaries
 - c. Punitive action as per tender document
2. That I/we accept all terms and condition of NIT, including General Terms and Condition and Special/Additional Terms and Condition as stated there in the tender document as available on the website.
3. That I/we accept the Integrity Pact as given in the tender document (if applicable).
4. That I/we, am/are giving my/our consent for e-payment and submitting/ shall submit the mandate form for e-Payment in the format as prescribed in the document in case, the work is awarded to us.
5. That I/we do authorize CIL/Subsidiary for seeking information/clarification from my Bankers having reference in this bid.
6. That I/we will upload original/certified photo/scanned of all the relevant documents as prescribed in the tender document in support of the information and data furnished by me/us online.
7. I/We confirm that I/We have not been banned or de-listed by any Govt. or Quasi Govt. agencies or PSUs. In case We are banned or delisted this information shall be specifically informed to the tender issuing authority.
8. That I/We accept all the undertakings as specified elsewhere in the tender document.
9. That this online agreement will be a part of my bid and if the work is awarded to me/us, this will be a part of our agreement with CIL/Subsidiary Company.

B. TERMS AND CONDITIONS OF E-TENDER SERVICES AGREEMENT

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

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

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

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

Bidder Registration, Password and Security:

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

The Online registration/enrolment of bidder on the portal should be done in the name of the bidder. The person whose DSC is attached to the Registered Bidder should be either the bidder himself Or, duly authorized by the Bidder.

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

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

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

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

Modification of software:

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

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

any notice to the users.

System Requirements:

It is the user's responsibility to comply with the system requirements: hardware, software, Internet connectivity at user premises to access the eTender portal as mentioned in the home page in the link "Resources Required".

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

- (a). Incorrect use of the e-Tender System, or;
- (b). Internet Connectivity failures in respect of the equipment used by the Users or by the Internet Service Providers, or;
- (c). Inability of the Bidder to submit their bid due to any DSC related problems, hardware, software or any other factor which are personal/ special/local to the Bidder.

Contents of Tender Information:

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

Bid Submission Acknowledgement:

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

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

Upload files:

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

User Conduct:

You agree that all information, data, text, software, photographs, graphics, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content is originated. This means that you are entirely responsible for all Content that you upload, post, email or otherwise transmit via the eTender portal.

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

Amendments to a tender published:

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

Special Admonitions for International Use:

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

Links:

The Site may provide, links to other World Wide Web sites or resources. Because CIL/subsidiary has no control over such sites and resources, you acknowledge and agree that the CIL/Subsidiary is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources.

You further acknowledge and agree that the CIL/subsidiary shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, Goods or Services available on or through any such site or resources.

Miscellaneous:

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

Governing Law:

Terms shall be governed by, and construed in accordance with, Indian law. The parties agree that the principal civil court of the place where the registered office of Coal India/Subsidiary Company is situated shall have non-exclusive jurisdiction to entertain any dispute with Coal India/Subsidiary company. In case of dispute being with a regional Institute of CMPDIL, the principal Civil Court where the said regional Institute is situated shall be place of suing.

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

Modification of terms of Agreement:

CIL/its Subsidiaries reserves the right to add to or change/modify the terms of this Agreement. Changes could be made by us after the first posting to the Site and you will be deemed to have accepted any change if you continue to access the Site after that time. CIL/its Subsidiaries reserves the right to modify, suspend/cancel, or discontinue any or all services/ make modifications and alterations in any or all of the content, at any time without prior notice.

Policy and Security:**General Policy:**

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

Information Collected:

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

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

The Internet domain and IP address from which you access our portal;

The date and time you access our portal;

The pages you visit

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

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

Use of Cookies:

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

Security:

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

eMail/ SMS Notifications:

The GePNIC eProcurement Server has functionality of automatically sending eMail / SMS alerts at various events as per the bidders preference. There is no manual intervention while sending these pre-defined eMail / SMS alerts. All events for which eMails / SMS being sent is also available to users on the Dash Board / the user login of the Bidder. Although all efforts will be made to ensure timely delivery of eMail / SMS, due to dependency in various other external factors, the delivery of eMail / SMS may not be assured and bidders are requested to check the portal on a periodic basis for any such events. Non receipt of eMail / SMS cannot be quoted as a reason for failure of service as this is an added facility being provided to users.

C. The Letter of Bid as per Annexure-I is part of this user portal agreement as :

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

I /We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the bid conditions and bid documents in its entirety for the above work and agree to abide by and fulfil 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 **Coal India Limited**.

Should this bid be accepted, we agree to furnish Performance Security within **stipulated date** and commence the work within **stipulated date**. In case of our failure to abide by the said provision, **Coal India Limited** shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ **work order** /award and to act as per cl No. 3 of e-tender Notice and also ban us from participating in future tenders as per the tender document.

Guidelines for Restrictions under
Rule-144(xi) of the General Finance
Rules (GFRs), 2017,
Department of Expenditure,
Ministry of Finance, Govt. of India.

No. DPE/7(4)/2017-Fin.(Part-I)
Government of India
Ministry of Heavy Industries & Public Enterprises
Department of Public Enterprises

Public Enterprises Bhawan
Block No.14, CGO Complex
New Delhi – 110003

Date: 30th July, 2020

OFFICE MEMORANDUM

**Subject: Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017-
 Dept. of Expenditure OM No.6/18/2019-PPD dated 23rd July, 2020 -
 regarding**

The undersigned is directed to enclose Department of Expenditure's (DoE) OMs No. 6/18/2019-PPD dated 23rd July, 2020 & 24th July, 2020 imposing restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017 on the grounds of Defence of India and National Security for information and compliance.

2. All the administrative Ministries/ Departments of CPSEs are requested to ensure compliance of the directions issued by DoE by CPSEs under their administrative control.
3. This issues with the approval of competent authority.

K. Mishra

(Kalyani Mishra)
 Director
 Tel.24362061

Encl.: (DoE's OMs No. 6/18/2019-PPD dated 23rd July, 2020
 6/18/2019-PPD dated 23rd July, 2020 &
 6/18/2019-PPD dated 24th July, 2020)

- To
- i) All the Secretaries to the Administrative Ministries/Departments of CPSEs
 - ii) Chief Executives of CPSEs

Copy for information to:
 Secretary, D/o Expenditure, North Block, New Delhi

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Office Memorandum

Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,
(1) Secretaries of All Ministries/ Departments of Government of India
(2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

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F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Order (Public Procurement No. 1)

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
 - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed:* No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.
 - b) *If the tendering process has crossed the first exclusionary qualificatory stage:* If the qualified bidders include bidders from such countries, the

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entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

- 4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

- 5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
 - a. to all Autonomous Bodies;
 - b. to public sector banks and public sector financial institutions; and
 - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
 - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
 - e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

- 6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- 7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
- 8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

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- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose *beneficial owner* is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

10. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

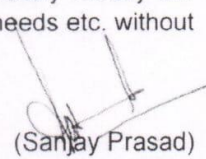
Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

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Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

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Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.**

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- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

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Annex II: Special Cases

- A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

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Annex III

Model Clause /Certificate to be inserted in tenders etc.

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

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

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- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the

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Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

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F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block
New Delhi
23rd July, 2020

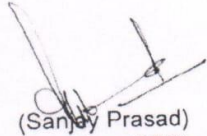
Order (Public Procurement No. 2)

Subject: Exclusion from restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 –regarding.

In Order (Public Procurement No. 1) dated 23rd July 2020, orders have been issued requiring registration of bidders from a country sharing a land border with India in order to be eligible to bid in public procurement.

2. Notwithstanding anything contained therein, it is hereby clarified that the said Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

3. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

F.No.6/18/2019-PPD
 Ministry of Finance
 Department of Expenditure
 Public Procurement Division

161, North Block,
 New Delhi
 24th July, 2020

Order (Public Procurement No. 3)

Subject: Clarification to Order (Public Procurement No.1) dated 23rd July 2020

Attention is invited to paragraph 3(b) of the Order (Public Procurement No.1), under the heading "Transitional provisions" which reads as follows:

b) If the tendering process has crossed the first exclusionary qualificatory stage: If the qualified bidders include bidders from such countries, the entire process shall be scrapped and initiated de novo. The de novo process shall adhere to the conditions prescribed in this Order.

It is hereby clarified that for the purpose of paragraph 3 (b), "qualified bidders" means only those bidders who would otherwise have been qualified for award of the tender after considering all factors including price, if Order (Public Procurement No. 1) dated 23rd July 2020 had not been issued.

2. If bidders from such countries would not have qualified for award for reasons unconnected with the said Order (for example, because they do not meet tender criteria or their price bid is higher or because of the provisions of purchase preference under any other order or rule or any other reason) then there is no need to scrap the tender / start the process de novo.

3. The following examples are given to assist in implementation of the Order.

Example 1: Four bids are received in a tender. One of them is from a country which shares a land border with India. The bidder from such country is found to be qualified technically by meeting all prescribed criteria and is also the lowest bidder. In this case, the bidder is qualified for award of the tender, except for the provisions of the Order (Public Procurement No. 1) dated 23rd July. In this case, the tender should be scrapped and fresh tender initiated.

Example 2: The facts are as in Example 1, but the bidder from such country, though technically qualified is not the lowest because there are other technically qualified bidders whose price is lower. Hence the bidder from such country would not be

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qualified for award of the tender irrespective of the Order (Public Procurement No. 1) dated 23rd July 2020. In such a case, there is no need to scrap the tender.

Example 3: The facts are as in Example 1, but the bidder from a country which shares a land border with India, though technically qualified, is not eligible for award due to the application of price preference as per other orders/ rules. In such a case, there is no need to scrap the tender.

Example 4: Three bids are received in a tender. One of them is a bidder from a country sharing a land border with India. The bidder from such a country does not meet the technical requirements and hence is not qualified. There is no need to scrap the tender.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform the clarification to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately circulate this clarification among Public Enterprises.
- (3) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

2/2

No. 00HMM/16/11/0012/2021-Materials Management Division, CIL-COAL INDIA LTD (Computer No. 44338
 Received 2021/03/04 2021/O/O HEAD OF MM DIVISION, CIL HQ

P-45021/102/2019-BE-II-Part(1) (E- 50310)
 Government of India
 Ministry of Commerce and Industry
 Department of Promotion of Industry and Internal Trade
 (Public Procurement Section)

Udyog Bhawan Delhi-110011
 Dated March 4, 2021

OFFICE MEMORANDUM

Subject: Clarification for local content calculation PPP-MII Order -reg.

The undersigned is directed to refer Public Procurement (Preference to Make in India) Order dated 2017, as amended on 16.09.2020 regarding purchase preference for local manufactured items in Public Procurement.

2. References have been received in this department from various procuring entities wherein procuring entities have sought clarification as to whether the bidders offering imported content can claim themselves as Class-I local/Class-II local suppliers claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition.
3. In this regard it is clarified that the bidders offering imported products will fall under the category of Non- local suppliers. They can't claim themselves as Class-I local suppliers/Class-II local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition.
4. This issues with the approval of competent authority.


 (Pritam Kumar)

Under Secretary to Government of India
 E-mail: pritam.k@gov.in
 Ph :- 011-23601306

To

All Ministries/Departments of Government of India

263095(3)/2021/R & I

No. F.18/37/2020-PPD
Government of India
Ministry of Finance
Department of Expenditure
Procurement Policy Division



512, Lok Nayak Bhawan,
New Delhi. Dated the 8th February 2021

OFFICE MEMORANDUM

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.

Attention is invited to this Department's Order (Public Procurement No.1) issued vide OM F.No.6/18/2019-PPD dated 23.07.2020. As per para 11 of the Order, in case of Works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. However, no such restriction is stipulated in the Order regarding other procurements i.e. procurement of Goods, Services, etc.

2. This office is in receipt of representations seeking clarification whether it is permitted for the bidders to procure raw material or components/ sub-assemblies or the finished goods etc. from the vendors from the countries sharing land borders with India.

3. In this context following is hereby clarified:

- i A bidder is permitted to procure raw material, components, sub-assemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as "sub-contracting".
- ii However, in case a bidder has proposed to supply finished goods procured directly/ indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.

4. This is issued with the approval of Secretary (Expenditure).


Kotluru Narayana Reddy
Deputy Secretary to the Govt. of India
Tel.: 24621305
Email: kn.reddy@gov.in

JS(VT)

To

- (1) Secretaries of All Ministries/ Departments of Government of India,
- (2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi.

ANNEXURES

Annexure-I**FORMAT FOR LETTER OF BID****Part of eTender Portal User Agreement and Tender Document**

To,
The Tender Committee
CIL/ Subsidiary

Sub: BID for the Work “

NIT No.:

Tender Id No:.....

Dear Sir,

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

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

Should this bid be accepted, we agree to furnish Performance Security within **stipulated date** and commence the work within **stipulated date**. 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/ **work order** /award and **to ban for two years from being eligible to submit bids in CIL and its subsidiaries**.

PROFORMA FOR UNDERTAKING

(To be uploaded by the Bidder on his Letter Head during submission of bid online)

- (a) Regarding Genuineness of the information furnished by him on-line and authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility & Bid Security Declaration :

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

1. I/We am/are submitting Bid for the work.....against 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 **Bharat Coking Coal Limited.**

OR

The details of relatives of Myself/Our Partners/Directors working as employee of Bharat Coking Coal Limited is as follows:

- a. Name of employee:
- b. Place of Posting:
- c. Department:
- d. Designation:
- e. Type of relation: Wife/Husband/Father/Step-Father/Mother/Step-Mother/Son/Step-Son/Son's Wife/Daughter/Daughter's Husband/Brother/Step-Brother/Sister/Step-Sister.

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

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

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

6. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.

7. *I/We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.

Or

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

*** Delete whichever is not applicable.**

8. ** I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs.

Or

**I / We have been banned by the organization named “_____” for a period of..... year/s, effective from to.....

**** Delete whichever is not applicable.**

9. I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020, issued by Govt. of India as amended from time to time (not applicable for works with estimated value put to tender less than 5 lakh).
10. **Bid Security Declaration:** If I/we withdraw or modify our bid during the period of validity, or if I/We are awarded the contract and I/We fail to sign the contract, or to submit a performance security before the deadline or any other default which attracts forfeiture of EMD (as prescribed in the existing manuals) as defined in the request for bids document, I/we will be banned for two years from being eligible to submit Bids in CIL and its subsidiaries.
11. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including banning for two years from being eligible to submit Bids in CIL and its subsidiaries.

(b) Regarding Local Supplier status: self-certification indicating the percentage of local content in the offered items (As per Clause No.8(C) of NIT). Note : Only Class-I local suppliers and Class-II local suppliers shall be eligible to bid. Non-local supplier is not eligible to bid :

We certify that the works/services offered by us against the tender for the work
 “.....(Name of work)” against NIT No/Tender ID. Dated....., meet
 the minimum local content requirement and has local content:

* Equal to or more than 50% (Select this, in case of Class-I Local Suppliers) i.e.....% (indicating the percentage of local content)

* Equal to or more than 20% but less than 50% (Select this, in case of Class-II Local Suppliers)
 i.e.....% (indicating the percentage of local content)

***Delete whichever is not applicable.**

Note:

1. If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content.

(c) Undertaking for CONSENT TO ARBITRATION CLAUSE 16 and 16A OF GTC, to be submitted by Partnership firm.

CONSENT TO ARBITRATION CLAUSE 16 and 16A OF GTC
(Applicable in case of Partnership/JV firm)

We,.....(Name of Partners of Partnership Firm), partners of(Name of Partnership Firm) hereby consent to abide by the provisions of Clause 16 and 16A of General Terms and Conditions pertaining to arbitration.

(d) Performa for certificate regarding Restrictions under Rule 144 (xi) of the GFRs.

“Certificate regarding compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries”

Name of work	
NIT No.	
Tender ID	

I/we have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/we certify that I am/we are not from such a country or, if from such a country, has/have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that I/we fulfil all requirements in this regard and I am/ we are eligible to be considered.

Annexure-III

MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT.

1. Name of the Bidder :

2. Address of the Bidder :

.....

City..... Pin Code.....

E-mail Id

Permanent Account Number

3. Particulars of Bank:

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

4. Date from which the mandate should be effective.

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

Place :

—

Date :

Signature of the Party / Authorised Signatory

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

Banker's Stamp

Date :

Signature of the Authorised official from the Bank)

Annexure-IV

SPECIMEN OF LETTER BY THE ENGINEER-IN-CHARGE TO CONTRACTOR FOR PROVISIONAL REDUCTION IN RATE FOR SUBSTANDARD WORK.

REGISTERED POST/A.D.

No.

date.....

To

M/S.....

.....

Dear Sir(s),

Subject: (Complete name of work) Agreement No

1) The..... (Name of the Company) considers that the items of work (specified in the statement appended herewith) relating to the work of undertaken by you in terms of the above agreement have not been executed in accordance with the prescribed specifications and/ or in a workman like manner and, therefore, cannot be accepted in terms of the above said agreement for payment at the rates specified in the agreement.

2) The (Name of the Company) is willing to consider acceptance of the same should you agree to receive payment at rates suitably reduced taking in consideration of substandard nature of the said items of work. The Area Engineer of this work will determine as to what suitable reductions in the rates should be made from the agreed rates for the said items. His decision shall be final. Pending such decision of the Area Engineer, however, the payment for the said items of work will be made at the provisional rates indicated against each item.

3) If you agree to the aforesaid conditions for acceptance of payment for the said items of work, you may please return the enclosed form duly executed by you.

4) If no reply is received from you within three weeks of the date of issue of the letter, it shall be presumed that the offer is not acceptable to you. In the said event, the offer shall stand withdrawn without prejudice to the rights and remedies of the (Name of the Company) in terms of the contract.

Encl: Proforma for Acceptance (Appdx.22)

Yours faithfully,

Engineer-in-Charge
For and on behalf of
(Name of the Company)

Annexure - V

**SPECIMEN OF LETTER OF CONTRACTOR'S ACCEPTANCE OF PROVISIONAL REDUCTION OF RATE FOR
SUBSTANDARD WORK.**

No.

Date:

To

.....
.....

Sir,

Subject: (Complete name of work)_____

Reference: Your letter No.....

I/We have carefully read the terms and conditions offered in your letter dated.....and they are acceptable to me/us.

Pending the decision of the Area Engineer of the final rates of payment against the items of work specified in the statement attached to your above letter which will be final and binding,. I/We agree to the same being paid at the provisional rates indicated against each of the said item of work for the above work as mentioned in your statement.

Yours faithfully,

Contractor(s).

Annexure- VI

**PROFORMA OF BANK GUARANTEE INLIEU OF
BID SECURITY/EARNEST MONEY**

N.A.

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 of relieving or discharging the Guarantor.

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code number)

(address)

“The Bank Guarantee as referred above shall be operative at our branch at..... 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.

**PROFORMA OF BANK GUARANTEE FOR MOBILISATION/
LUMP -SUM ADVANCE.**

M/s. Coal India Limited (with address)

Or

.....

(Name of the Subsidiary Company with address).

Dear Sir,

In consideration of Coal India Limited/Subsidiary Company 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 under the terms and conditions of the Contract No..... dated..... Entered into between Coal India Limited/Subsidiary Company and M/s having its Registered Office at (hereinafter called "the Contractor" to make mobilisation advance/lump-sum advance to the tune of Rs..... subject to submission of the Bank Guarantee for equal amount from any Nationalised/ Schedule Bank , We Bank (hereinafter referred to as the said Bank) having its Registered Office at do hereby undertake and agree to pay the Company to the extent of Rs..... on demand stating that the amount claimed by the Company is due and payable by the contractor for the reasons of non-refund and or non-recovery of the amount with interest thereon and to unconditionally pay the amount claimed by the company on such demand without any demur to the extent aforesaid.

2. We, ... Bank agree that the Company shall be the sole judge as to whether the said Contractor has failed/neglected in refunding the amount advanced by the Company and/or extent of loss and damages caused to or suffered by the Company on account of the amount advanced not being recovered in full and non-utilisation of the said advanced amount or part thereof for the purpose of performance of the contract and interest payable thereon and the decision of the company in this behalf shall be final and binding on us.

3) We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect upto and any claim received after the said date shall in no case bind the Bank.

4) The Company shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee or indemnity from time to time vary any of the terms and conditions of the said contract or to extend the time of performance by the said contractor or to postpone any time and from time to time any of the powers exercisable by it against the said contractor and either to enforce or to forbear from enforcing any of the terms and conditions governing the said contract or securities

available to the company and the said Bank shall not be released from its liability under these presents.

5. Notwithstanding anything contained herein the liability of the said Bank under this Guarantee is restricted to Rs..... and this Guarantee shall come into force from the date hereof and shall remain in full force and effect till unless the written demand or claim under this Guarantee is made by the Company with us on or before all rights of the Company under this Guarantee shall cease to have any effect and we shall be relieved and discharged our liabilities hereunder.

6. 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 contractor or the said Bank shall not discharge our liability hereunder.

7. This guarantee issued by Sri..... who is authorized by the Bank.

Under jurisdiction of court only.

PROFORMA OF JOINT VENTURE AGREEMENT

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

This Joint Venture agreement is made on 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 with.....and Sign all documents/agreements on behalf of M/s..... (hereinafter referred to as"")

AND

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

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

AND

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

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

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

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

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

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

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

1) FORMATION AND TERMINATION OF THE JOINT VENTURE.

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

a) The name and style of the Joint Venture shall be "....."

(hereinafter called the "Joint Venture")

b) The Head Office of the Joint Venture shall be located at..... and the site office will be located at the site of the Project. All communication regarding the project will be made to..... Telephone Nos.....

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

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

- i) The Joint Venture fails to obtain qualification from the Employer.
- ii) The Contract for the Project is not awarded to the Joint Venture.
- iii) The Employer cancels the Project.
- iv) The Project is completed including defects liability period to the satisfaction of the Employer and all the parties complete any and all duties, liabilities and responsibilities under or in connection with the Contract and the Joint Venture agreement.

2) LEAD PARTNER.

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

3) REPRESENTATIVE OF THE PARTNERS OF THE JOINT VENTURE.

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

JV Partner Name Position in the respective Company

M/s.....

M/s.....

M/s.....

4) PARTICIPATION SHARE & WORK RESPONSIBILITIES.

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

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

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 individually or collectively. in proportion to their share of participation in the Joint Venture 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 shall be liable jointly and severally during the Pre-qualification and Bidding process; and in the event the contract is awarded, during the execution of the Contract, in accordance with Contract terms.

6) WORKING CAPITAL

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

8) PERSONNEL & EQUIPMENT

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

9) NON-PERFORMANCE OF RESPONSIBILITY BY ANY PARTY OF JOINT VENTURE.

a) As between themselves, each Party shall be fully responsible for the fulfillment of all obligations arising out of its scope of the work for the Project to be clarified subject to the Agreement between the Parties and shall hold harmless and indemnified against any damage arising from its default or non-fulfillment of such obligations.

b) If any Party fails to perform its obligations described in this Agreement during the execution of the Project and to cure such breach within the period designated by the non-defaulting party, then the other party shall have the right to take up work, the interest and responsibilities of the defaulting party at the cost of the defaulting party.

c) Stepping into the shoes of the existing partner of Joint Venture with all the liabilities of the existing partner from the beginning of the contract with the prior approval on Northern Company.

d) Notwithstanding demarcation or allotment of work of between/amongst Joint Venture partners, Joint Venture shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.

e) In case bid being accepted by Company, the payments under the contract shall only be made to the Joint Venture and not to the individual partners.

10) BANK A/C.

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

11) LIMIT OF JOINT VENTURE ACTIVITIES.

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

12) TAXES.

Each Party shall be responsible for its own taxes, duties and other levies to be imposed on each party in connection with the Project. The taxes, duties and other levies imposed on the Joint Venture in connection with the Project shall be paid from the account of the Joint Venture.

13) EXCLUSIVITY

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

14) MISCELLANEOUS:

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

15) APPLICABLE LAW

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

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

For
 Signature
 (Name & Address)
 (Official Seal)
 Place
 Date
 Witness Witness
 Signature
 (Name & Address)

For
 Signature
 (Name & Address)
 (Official Seal)
 Place.....
 Date
 Signature
 (Name & Address)

(a) **PRE CONTRACT INTEGRITY PACT :****Part of Tender document.****General**

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

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

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

NOW, THEREFORE,

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

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

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

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

Section 1 – Commitments of the Principal

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

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

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

c. Principal will exclude from the process all known prejudiced persons.

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

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

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

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

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

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

d. The Bidder(s) / Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India , if any, Similarly the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s).Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only.

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

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

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

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

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

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

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

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

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

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to ban the bidder from participating in future bids for at least 02 years in CIL and its subsidiaries

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

Section 5 - Previous transgression

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

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

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

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

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

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

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

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

Section 8 - Independent External Monitor

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

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

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

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

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

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

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

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

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

(9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

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

(2) If the Contractor is a partnership or a Joint Venture, this agreement must be signed by all partners or JV members.

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

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

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

Section 11- Facilitation of Investigation

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

Section 12- Law and Place of Jurisdiction

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

Section 13 - Other Legal Actions.

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

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

PROFORMA FOR EXECUTION OF AGREEMENT**STAMP PAPER****(of appropriate value as per Stamp Act)**

This agreement is made on day of between (Name of Company) having its registered office at (hereinafter called the 'COMPANY' which expression shall, unless repugnant to the subject or context, include its successors and assignees) of the one part and (Name of the Contractor) carrying on business as a (partnership/ proprietorship/ Ltd. Co. etc.) firm under the name and style (hereinafter called the 'said Contractor' which expression shall, unless the context requires otherwise include them and their respective heirs, executors, administrators and legal representatives) of the other part.

Whereas the Company invited tenders for the work of "....." and whereas the said Contractor/ Firm submitted tender for the said work and whereas the tender of the said contract has been accepted by the Company for execution of the said work.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.
- 2) The following documents which are annexed to this agreement should be deemed to form and be read and construed as part of this agreement viz.
 - i) Annexure-A Tender Notice (Page .. to ..)
 - ii) Schedule –A General Terms & Conditions, Special Conditions and General Technical Specification (Page to ...) and Safety Code.
 - iii) Schedule-B The probable Quantities and Amount (Page ... to ...)
 - iv) Schedule-C Negotiation letters –
 - iv) Schedule-D Letter of Acceptance/Work Order (Page .. to ..)
 - v) Schedule-E Drawings (Page .. to ..)
- 3) In consideration for the payment of the sum of Rs.....(W/O Value; both in words and figures) or such other sum as may be arrived at under the clause of the specification relating to Payment by items measurements at unit prices by the Company, the said Contractor shall, subject to the terms & condition contained herein execute and complete the work as described and to the extent of probable quantities as indicated in Schedule B with such variations by way of alteration, addition to or reduction from the said works.
- 4) The company has received a sum of Rs..... towards Performance Security Deposit (1st part of Security Deposit) in the form of Demand Draft / Certified Cheque/ B.G./ *other form (details to be furnished)* .

5) The said contractor hereby covenants with the company that the company shall deduct at 5% of R/A Bills as Retention Money (2nd part of security deposit) as per the terms & condition of the tender/ contract.

IN WITNESS WHEREOF THE parties herein have set their hands and seals the date and year above written.

1 Partner. Signature

2 Partner Signature

On behalf of M/S.....

The Contractor, as one of the constituted attorney,
In the presence of –

1. Name _____ Signature

Address :

Occupation :

Signed by Sri on behalf of Signature
(Name of Company) in presence of -

a) Name : Signature
b) Address: .

To be submitted by Bidder on Non-Judicial Stamp Paper of Rs. 10/- duly attested by Notary Public.

GUARANTEE TO BE EXECUTED BY CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WTER PROOFING WORKS.

The agreement made this day of Two thousand and between..... (Hereinafter called Guarantor of the one part) and Limited (hereinafter called the Owner of the other part).

WHEREAS this agreement is supplementary to a contract (hereinafter called the contract), dated and made between the GUARANTOR OF THE ONE part and the Limited of the other part, whereby the contractor, inter-alia, undertook to render the buildings and structures in the said contract recited completely water and leak proof.

AND WHEREAS the Guarantor agreed to give a guarantee to the effect that the said structures will remain water and leak proof for five years from the date of giving water proofing treatment.

NOW THE GUARNTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be five years to be reckoned from the date after the maintenance period prescribed in the contract.

Provided that the Guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose.

- a) Misuse of roof shall mean any operation, which will damage proofing treatment, like chopping of fire wood and things of the same nature which might cause damage to the roof.
- b) Alternation shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts.
- c) The decision of the Engineer-in-Charge with regard to cause of leakage shall be final.

During this period of guarantee, the Guarantor shall make good all defects and in case of any defect being found render the building water proof to the satisfaction of the Engineer-in-Charge at his cost and shall commence the work for such rectification within seven days from the date of issue of notice from the Engineer-in-Charge calling upon him to rectify the defects failing which the work shall be got done by Coalfields by some other Contractor at the guarantor's cost and risk. The decision of the Engineer-in-Charge as to the cost, payable by the Guarantor shall be final and binding.

That if the Guarantor fails to execute the water proofing or commits breach thereunder, then the Guarantor will indemnify the principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and / or damage and / or cost incurred by Coalfields, the decision of the Engineer-in-Charge will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the Guarantor..... and by and for and on behalf of Limited on the day, month and year first above written.

Signed, sealed and delivered by Guarantor in the presence of -

- 1.
- 2.

Signed for and on behalf of Limited by

In presence of:

- 1.
- 2.

Competent Authority and procedure for Registration with Competent Authority in case of bidder from a country which shares a land border with India

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
 - B. The Registration Committee shall have the following members*:
 - i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
 - C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
 - D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
 - E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
 - F. The decision of the Competent Authority to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
 - G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
 - H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.
-

- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
 - ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]
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ANNEXURE-XIV

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block
New Delhi
23rd July, 2020

Order (Public Procurement No. 2)

Subject: Exclusion from restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 –regarding

In Order (Public Procurement No. 1) dated 23rd July 2020, orders have been issued requiring registration of bidders from a country sharing a land border with India in order to be eligible to bid in public procurement.

2. Notwithstanding anything contained therein, it is hereby clarified that the said Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

3. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi



CSR Booklet

Cluster-II

Bharat Coking Coal Limited

As per EC condition (Specific Condition : 27) The Details of transportation, CSR, R&R and implementation of environmental action plan for the clusters-II should be brought out in a booklet form within a year and regularly updated.

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1.0 INTRODUCTION

Coal India has adopted CSR as a strategic tool for sustainable growth. For Coal India in the present context, CSR means not only investment of funds for Social Activity but also Integration of Business processes with Social processes. Even much before the issue of CSR became global concern; Coal India was aware of its Corporate Social Responsibility and was fulfilling the aspiration of the Society through well-defined “Community Development Policy” within the periphery of 8 Kms. of the Project sites. This has resulted into a harmonious relationship between Coal India and the peripheral Communities. Coal India has identified land outsee, PAP and those staying within the radius of 25 Kms of the Project as primary beneficiaries. Poor and needy section of the society living in different parts of India is second beneficiaries. For carrying out CSR activities, 80% of the budgeted amount are be spent within the radius of 25 Km of the Project Site/Mines/Area HQ/Company HQ and 20% of the budget to be spent within the States in which operating.

2.0 SCOPE

As per Schedule VII of New Companies Act 2013 the following should be the Scope of Activities under Corporate Social Activities:

- 1) Eradicating hunger, poverty and malnutrition, promoting healthcare including preventive health care and sanitation and making available safe drinking water.
- 2) Promoting education, including special education and employment enhancing vocation skills especially among children, women, elderly, and differently able and livelihood enhancement projects.
- 3) Promoting gender equality, empowering women, setting up homes and hostels for women and orphans, setting up old age homes, day care centers and such other facilities for senior citizens and measures for reducing inequalities faced by socially and economically backward groups.
- 4) Ensuring environmental sustainability, ecological balance, protection of Flora and Fauna, animal welfare, agro-forestry, conservation of natural resources and maintaining quality of soil, air and water.
- 5) Protection of national heritage, art and culture including restoration of buildings and sites of historical importance and works of art; setting up public libraries, promotion and development of traditional arts and handicrafts.
- 6) Measures for the benefit of armed forces veterans, war widows and their dependents
- 7) Training to promote rural sports, nationally recognized sports, Paralympics sports and Olympic Sports.
- 8) Contribution to the Prime Minister’s National Relief Fund or any other fund set up by the Central Government for socio-economic development and relief and welfare of the Scheduled Castes, the Scheduled Tribes, other backward classes, minorities and women.
- 9) Contributions or funds provided to technology incubators located within academic institutions which are approved by the Central Government.
- 10) Rural development projects.

3.0 SOURCE OF FUND

The fund for the CSR should be allocated based on 2% of the average net profit of the Company for the three immediate preceding financial years or Rs. 2.00 per tonne of Coal Production of previous year whichever is higher.

4.0 ACTION PLAN FOR CORPORATE SOCIAL RESPONSIBILITY

CSR activities are mainly taken at corporate level.

5.0 STATUS OF CSR ACTIVITIES

5.1 Details of CSR expenditure made at M/s BCCL Level:

FY	Expenditure (In Cr.)
2020-21	6.21
2019-20	6.46
2018-19	1.43
2017-18	2.74

5.2 Details of Civil work ,Medical Camps, CSR Clinics & Awareness Programme under taken at area level:

Civil work

S. N.	Details	Award value (In Lac)	Remarks
1	Construction of PCC road at Gonduadih west under Mohanpur village (from Khalil Mahto home to Primary school).	3.98	25.01.2015 to 24.03.2015 (60 days)
2	Construction of Janaja shed at Ramakunda west under Amtand village	3.15	15.10.2014 to 14.12.2014 (60 days)
3	Construction of 1 no. chhathh ghat at Muraidih colony, Hirak road river side	3.01	15.10.2014 to 14.12.2014 (60 days)
4	Construction of Janaja shed at Muraidih colony near river of Hirak road	0.46	31.03.2014 to 29.04.2014 (30 days)
5	PCC Road jhunu Rajwar House to Tarkeswar Gope House at Bakaspura Village Luti Pahari (Jhunu Tarkeshwar) Road Length:-	2.30	This is benefiting to approx. 200 families in this locality by all-weather connectivity.
6	Making PCC Path from Manoj Matha House to Sahabuddin Ansari house at Ghunghusa Village (Mahato Shabbhuddin)	1.85	This is benefiting to approx. 300 families in this locality by all-weather connectivity
7	Steps for Ghat at sarbandh near hirak chowk under B-II Area	2.67	This will ease in performing rituals by local villages of Dumara ,harina & Bada pandeydih.
8	Cutting of earth from pond at Chaudhary bandh at Harina Basti, under B-II Area	19.22	This is benefiting to approx 5000 persons in this locality. This pond is used for multipurpose like irrigation, water for

			households drinking water for animals etc.it will also maintain the water level in locality.
9	Drinking Water pipe line works in hadi basti at Bhamkanali.	0.44	This is benefiting to approx. 150 families in this locality
10	Rep/Maint of Hand pump at Bara pandeydih (08 Nos).	0.26	This is benefiting to approx. 500 persons in this locality
11	Development work at rehabilitation site at Bhimkanali.	6.45	This is benefiting to approx. 500 persons in this locality
12	Construction of community hall at Bara Pandeydih Village Under Block-II Area	11.9	This is benefiting to approx. 1000 persons in this locality
13	Rep. Of Main road & Drain at Bakashpura rehabilitation site.	9.71	This is benefiting to approx. 1500 persons in this locality
14	Engagement of tankers for drinking water supply in nearby villages of B-II Area	1.9	This is benefiting to approx. 2000 families in Viallages like Benidih Baghmara, Luttipahadi, Harina, Kessurgarh, Rathand, Nudkhurkee,Pinalgarhia,Mandra.
15	Engagement of departmental tankers for drinking water supply in nearby villages of B-II Area as on need bais.	-	This is benefiting to approx. 2000 families in Viallages like Benidih Baghmara, Luttipahadi Kessurgarh, Madhuban Etc.

S.N.	Details	Award value (In Lac)	Remarks
1	Construction and maintenance for 5 years of toilets in Government schools in Gumla District under Swachh Vidyalaya Abhiyan. 125 toilets in 69 schools were constructed.	191.67	This is benefiting to approx. 7500 students
2	Construction and maintenance for 5 years of toilets in Government schools in Bokaro District under Swachh Vidyalaya Abhiyan. 179 toilets in 181 schools were constructed.	1702.98	This is benefiting to approx. 10000 students

Health: Medical Camps, CSR Clinics & Awareness Programme:

Medical Camps	Beneficiaries	Amount (in Rs.)
2014-15	5144	58095.75
2015-16	3397	38352.13
2016-17	595	30320.00
2018-19	789	30320.00
2019-20	310	-

CSR Clinic:

Year	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
Total no patients	1660	1301	1895	1293	1305	810	910

SN	Health Awareness Programme	Amount (in Rs.)
1	Nasa Mukti Abhiyan	10000.00
2	Blood Pressure Detection	5000.00
4	Aids Awareness Programme	5000.00
5	Eye Checkup camp	25000.00

5.3 COVID Prevention related Activities (2020-21):

Type	No of beneficiaries	Hand wash	Mask
Hand wash and Mask Distribution	500	450	500
Blood sugar strips	124	NA	NA

6.0 COAL TRANSPORTATION PLAN: Cluster-II consists of mines of Block-II Area and Barora Area.

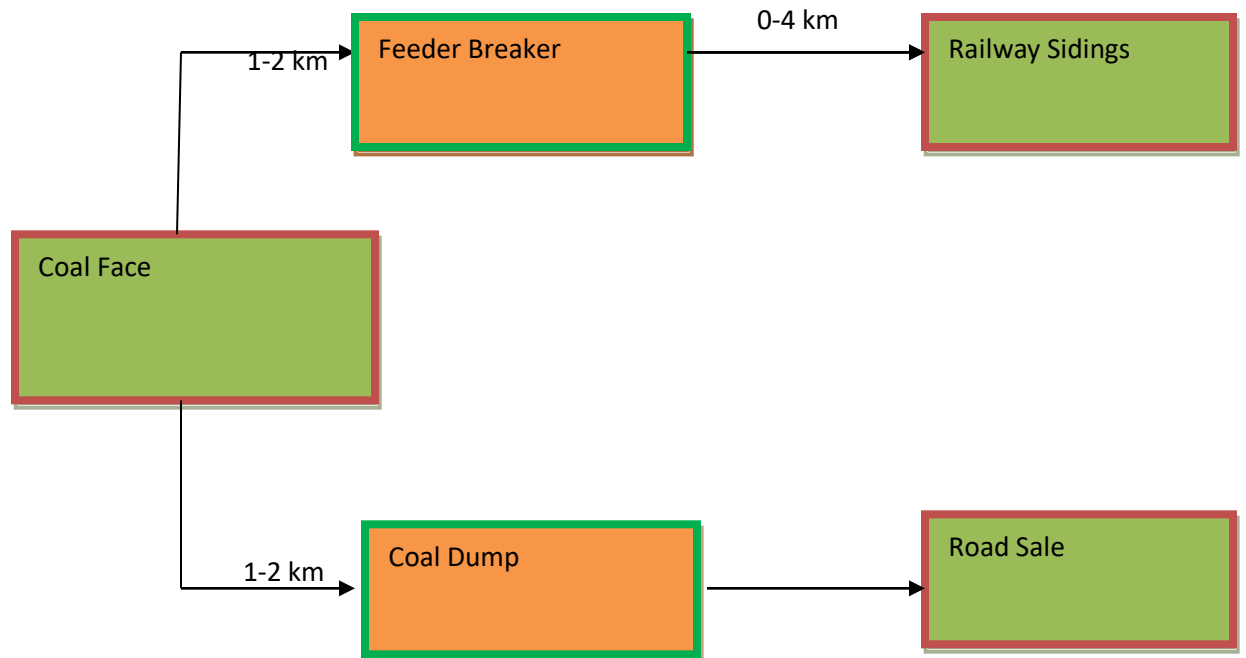


Fig: Coal transportation route

7.0 REHABILITATION AND RESETTLEMENT PLAN:

REHABILITATION AND RESETTLEMENT POLICY OF COAL INDIA LTD 2012.

Preamble

The location and quality of coal reserves, and their distance from major consumers determines to a great extent the selection of mine sites. For reserves that are close to the surface, opencast mining has proven to be the most efficient mining method. Opencast mines require relatively large areas of land. Population growth, particularly in India's eastern region, has made it increasingly difficult for the subsidiary coal companies to acquire the land they need for expanding their operations under the present Resettlement and Rehabilitation policy, 2008 of Coal India.

The resettlement and rehabilitation policies followed by the subsidiary companies have evolved over time and undergone numerous changes in response to changing circumstances. As and when the Central or State Governments enact amendments to the Land Acquisition Act, issue new guidelines for resettlement and rehabilitation, as per its requirement Coal India reviews and modifies its resettlement and rehabilitation policy taking into account the changing conditions in coal producing areas.

In addition to compensation for land coal companies provide Rehabilitation and Resettlement (R&R) package for project affected persons to compensate for loss of livelihood. Apart from compensation for house site, house, trees, cow shed, cost of shifting etc., employment is also provided to land oustees. In addition to this, efforts are made to rehabilitate them by construction of houses, building roads, streets, schools, providing water etc. wherever feasible. However, demand for both more land compensation and better R&R package has been raised by project affected persons and has been highlighted in various Parliamentary Committees. Coal Companies often have to face representations and agitations by these land oustees who obstruct the smooth working of existing mines and come in the way of expansion of new projects.

In the past, subsidiaries found it relatively easy to acquire land, if they were able to offer employment. Partly because of this practice, subsidiaries have built up a largely unskilled labour force beyond their needs. This has contributed to the heavy losses and many mines are incurring and has also affected their efficiency and viability. The subsidiaries may still need to hire people in selected locations and continue to give preference to those whose livelihood will be affected by coal mining operations. However, increasingly subsidiaries will need to develop other ways and means to compensate land owners and others adversely affected by their projects and give them the option to choose which method of compensation best suits their needs. Greater emphasis will also need to be given to community requirements like schools, hospitals etc. Only proper resettlement and rehabilitation will elicit the required cooperation of project affected people, and make it possible for Coal India to acquire the land it needs to fulfill the ever increasing demand of coal for the economic development of the Country.

- 1 -

The purpose of the Resettlement and Rehabilitation Policy 2012 is to revise and provide greater flexibility to the basic principles for the resettlement and rehabilitation of people affected by coal mining projects i.e. Project Affect People (PAPs). It attempts to consolidate the different resettlement and rehabilitation practices that are being followed by subsidiaries as per the different State land Acquisition Acts and various decisions of the Coal India Board and to modify the Policy of 2008 so as to give the Board of the subsidiary Companies greater flexibility to deal more effectively with resettlement and rehabilitation issues and determine the rehabilitation packages best suited to local needs in line with this policy. The provisions of the National Rehabilitation and Resettlement Policy, 2007 and the Land Acquisition, Rehabilitation & Resettlement Bill, 2011 have also been kept in mind while framing the policy.

While Coal India's basic philosophy for compensating land-losers and other project-affected people remains substantially unchanged, the revised policy emphasizes the need to cultivate and maintain good relationships with the people affected by Coal India's projects starting as early as possible; it also underscores that the subsidiaries have a responsibility towards the land oustees whose livelihood is often taken away. On the other hand, subsidiaries need to protect themselves more effectively against unjustified claims, redundant manpower and swelling Wage Bills. To this end, the statement proposes that subsidiaries prepare detailed resettlement and rehabilitation action plans (RAPs) that clearly identify, at an early stage, the entitlements of the people affected by coal projects and enables them to exercise a choice between various options. The concept of Annuity in lieu of compensation/employment is also being introduced to mitigate, if not eliminate the ever dependence of Project Affected Families (PAFs) on CIL for provision of employment.

(1) The revised Resettlement & Rehabilitation Policy, 2012 is based on the deliberations of the inter Ministerial Committee set up vide O.M. 490191/2011-PR/W-I dated 01-07-2011 of Ministry of Coal, deliberations of the CMDs meet held on 05/03/2012 at New Delhi and has been approved by the CIL Board in its 278th meeting held on 12th and 13th March, 2012.

(2) Objectives and general principles of Coal India's Resettlement and Rehabilitation Policy- 2012

- A. To re-visit CIL's existing R&R policy 2008 and evolve a PAP friendly policy by incorporating such provisions of the National Policy and The Draft Land Acquisition, Rehabilitation and Resettlement Bill-2011 as considered suitable in light of the growing difficulties many subsidiaries face in land acquisition.
- B. To accord the highest priority for avoiding or minimizing disturbance of the local population while taking decisions to open new mines or expand existing ones too (exploring alternative sites and project designs) and to ensure that wherever people are likely to be adversely affected by a project, the subsidiaries will prepare resettlement and rehabilitation action plans for the project.
- C. To ensure a humane, participatory, informed consultative and transparent process for land acquisition for coal mining and allied activities with the least disturbance to the owners of the land and other affected families.
- D. To provide just and fair compensation to the affected families whose land has been acquired or proposed to be acquired or are affected by such acquisition and make

adequate provisions for loss of livelihood of such affected persons including their rehabilitation and resettlement.

- E. To ensure that the cumulative outcome of compulsory acquisition should be that the affected persons become partners in development leading to an improvement in their post acquisition social and economic status and matters connected therewith or incidental thereto.
- F. Through the preparation of resettlement and rehabilitation action plans, subsidiaries will safeguard that project-affected people improve or at least regain their former standard of living and earning capacity after a reasonable transition period. The transition period is to be kept to a minimum. However, the involvement of subsidiaries in resettlement and rehabilitation activities may continue until all the actions specified in the rehabilitation plan have been completed.
- G. Involuntary resettlement is conceived and executed as a development programme with project-affected people being provided sufficient resources and opportunities to share in a project's benefits. The efforts of subsidiaries are complementary to the Government's schemes in rural development and the concurrence, approvals and support from concerned Government authorities will be sought.
- H. In parallel, subsidiaries will work closely with non-governmental organizations of proven repute which are legally constituted and recognized and also have the confidence of the project-affected people, in the preparation and implementation of rehabilitation plans.
- I. Corporate Social Responsibility (CSR) : Activities shall be intensified in and around the villages where land is being acquired in accordance with the CSR Policy of Coal India.
- J. Actual implementation of R&R package must follow a detailed survey of the project-affected villages to formulate the list of persons/families affected by the project, nature of the affect, the likely loss of income, etc. For this purpose, if necessary, the services of a reputed NGO with an impressive record of integrity and performance may be engaged.

3. SCOPE:

This Policy may be called "Rehabilitation and Resettlement Policy of Coal India Limited-2012". It extends to the Coal India Limited and its subsidiary companies in India. It shall come into force from the date of its approval by the CIL Board and is applicable to all cases in which land is taken after the date of approval by the CIL Board. While implementing the policy it is to be ensured that the provisions of the concerned Acts applicable and Rules mentioned there under shall not be violated.

4. Definitions

(a) **"affected family"** means:

- (i) a family whose primary place of residence or other property or source of livelihood is adversely affected by the acquisition of land (including direct negotiation) for a project or involuntary displacement for any other reason; or

- (ii) any tenure holder, tenant, lessee or owner of other property, who on account of acquisition of land (including plot in the abadi or other property) in the affected area or other wise, has been involuntarily displaced from such land or other property; or
 - (iii) any agricultural or non-agricultural labourer, landless person (not having homestead land, agricultural land, or either homestead or agricultural land), rural artisan, small trader or self-employed person, who has been residing or engaged in any trade, business, occupation or vocation continuously for a period of not less than three years preceding the date of declaration of the affected area, and who has been deprived of earning his livelihood or alienated wholly or substantially from the main source of his trade, business, occupation or vocation because of the acquisition of land in the affected area or being involuntarily displaced for any other reason.
- (b) **"family"** includes a person, his/her spouse, son including minor sons, dependant daughters, minor brothers, unmarried sisters, father, mother residing with him or her and dependent on him/her for their livelihood; and includes **"nuclear family"** consisting of a person, his/her spouse and minor children. Provided that where there are no male dependants, the benefit due to a land loser may devolve on dependent daughter nominated by the land loser.
- (c) **"land owner"** includes any person—
- (i) whose name is recorded as the owner of the land or part thereof, in the records of the concerned authority; or
 - (ii) who is entitled to be granted Patta rights on the land under any law of the State including assigned lands; or
 - (iii) who has been declared as such by an order of the court or District Collector;
- (d) **Displaced person** - means and includes any person who is deprived of his homestead on account of acquisition. Provided that the person/family who does not ordinarily reside in the homestead land acquired for the project can be termed "Displaced" but he will be eligible for compensation only for homestead and not for livelihood.
- (e) **Ordinarily resides** shall mean residing in the homestead / acquired land for a period more than 6 months every year for at least the preceding 5 years.

5. Socio-economic Survey and preparation of RAP.

A baseline socioeconomic survey will be carried out to identify the PAPs who are enlisted to receive benefits in line with Coal India's Resettlement and Rehabilitation Policy. This survey will be conducted within two months of notification under the relevant land acquisition Acts by the subsidiaries with the help of reputed independent institutional agencies, who are well versed with the social matrix of the area.

The basic objective of the socio-economic study will be to generate baseline data on the social and economic status of the population who are likely to lose their means of livelihood or homestead due to the acquisition of the land for the project. The data base will be used to formulate a viable and practical Rehabilitation Action Plan (RAP) for the affected persons in line with their entitlements. Digital Satellite Maps would also be prepared of the project Area freezing the dwelling units and habitations existing at the time of negotiation for Land Acquisition wherever feasible. The RAP will also address the following-

(A) Implementation, Monitoring and Evaluation, Dispute Mechanism

The rehabilitation action plan will address the following:

- (i) The project design, including an analysis of alternative designs aimed at avoiding or minimizing resettlement;
- (ii) Socio-economic survey and activities to ensure restoration of incomes of PAPs in line with Coal India's Resettlement and Rehabilitation Policy;
- (iii) Description of the institutional and other mechanisms for provision of entitlements;
- (iv) Time table for the acquisition and preparation of the resettlement site(s);
- (v) The cost and budgets for the resettlement and rehabilitation of PAFs;
- (vi) Project-specific arrangements to deal with grievances of PAFs; and
- (vii) Time tables, benchmarks and arrangements for monitoring the resettlement and rehabilitation effort.

The RAP will be formulated in consultation with PAPs and State government.

(B). Environment Impact Assessment (EIA) will be conducted as per any law, rule and regulation of the locality in which the land has been acquired.

6. Eligibility Criteria -

(A) Eligibility Criteria for Economic Rehabilitation Benefits

This benefit shall accrue only to Entitled Project Affected Person. Entitled Project Affected Person shall be one from the following categories.

- (i) Persons from whom land is acquired including tribals cultivating land under traditional rights
- (ii) Persons whose homestead is acquired.
- (iii) Sharecroppers, land lessees, tenants & day labourers.
- (iv) Tribal dependent on forest produce as certified by the District Forest Officer/Revenue Authorities.

(B) Eligibility Criteria for Resettlement Benefits

1. Only a 'Displaced' family / person shall be eligible for resettlement benefits.
2. A family/person shall be termed 'displaced' and hence eligible for resettlement benefits if such family/person has been a permanent resident and ordinarily residing in the project area on the date of publication of notification U/S 9 of CBA(A&D) 1957 / U/S 11 of LA Act, 1894/ Or both/ on the date of the land vested with the State/ Central government as the case may be.

and

 - (a) on account of acquisition of his/her homestead land / structure is displaced from such areas

or

 - (b) He/she is a homesteadless or landless family/person who has been/is required to be displaced.

7. Census & Identification of displaced families:

1. Within two months of publication of notice U/S 4(1) of the Land Acquisition Act or U/S 7(1) of CBA (A.D) Act 1957 for acquisition of land for the project a census would be undertaken in the manner to be decided by the Collector / project authority for identification of displaced families and for preparing their socio-economic profile and list of eligible persons for the purpose of receiving Rehabilitation & Resettlement Benefits.

2. A photo identity card to each Entitled Project Affected Person shall be issued under the signature of the Collector / project authority concerned indicating the following particulars:

- (a) Name of the village/GP/PS :
- (b) Name, Father's name and address of the head of the family :
- (c) Category of entitlement :
- (d) Whether S.C./S.T./O.B.C./General :
- (e) Age, Sex, educational qualification of the members of the family :

8. Types of Compensation and Rehabilitation Entitlement

Option to the land losers regarding Rehabilitation & Resettlement Benefit - The land losers shall have the option for Rehabilitation and Resettlement benefits in accordance with the awards for each affected family in terms of the entitlements passed by the Concerned Collector of the State or as per this Policy with the consent of the concerned Collector.

8.1 Eligibility and Compensation

The table below shows the compensation and rehabilitation benefits will be offered by the subsidiaries for each Project Affected Person or family, affected by one of their projects. Evidence to the effect that a person is a legitimate PAP will need to be provided in the form of a written legal document, or reference to a record, such as a revenue officer certificate, electoral roll, ration card or school record.

Category of Persons affected by the Project	Compensation and Rehabilitation entitlement option
	Provisions
(i) Persons (including tribals cultivating land under traditional rights) from whom land is acquired.	All land owners with titles will receive monetary compensation for the land acquired from them. The value of the land is determined on the basis of prevailing legal norms. <i>In respect of tribals cultivating land under traditional rights, authentication of land held under traditional rights by state authorities will be necessary.</i> In addition to above the following shall apply.

Category of Persons affected by the Project	Compensation and Rehabilitation entitlement option
	Provisions
	A). Land Compensation - Land compensation shall be paid as per the provisions of the concerned Act or State Govt. notification. Where no notification of the State Govt. is available the concerned subsidiary Board may decide on the rate of compensation keeping in view the compensation provided by the neighboring states. Authentication of land held under traditional rights by state authorities will be necessary. In addition to above Solatium will be paid as per provisions of the concerned Act / as imposed by the Concerned State Govt. Escalation of land compensation – Escalation will be paid as per provisions of the concerned Act / as imposed by the Concerned State Govt. or Escalation at the rate of 12% per annum for a maximum period of three years. (B): Employment provision: Apart from payment of the land compensation, employment may be given in the following manner – 1) The maximum total number of employments that may be provided to the land losers would be limited to the total no. of acres of land acquired divided by two. However employments will be released in proportion to the land possessed. 2) For every two acres of land one employment can be considered; 3) Subsidiaries of CIL may give an option to the Land losers having less than two acres of land to club together their land to the extent of two acres and nominate one of the land losers among the groups or their dependent for employment under package deal or employment under Descending order system by preparing the list of eligible land oustees in the descending order of land lost subject to the cut off equivalent to the total number of permissible employments or any other method with the approval of the respective Board of the subsidiary. 4) The land loser must be a domiciled resident/Mool Niwasi and the certificate to this effect shall be issued by the concerned State Authority 5) The modalities for offering employment shall be such as may be approved by the Board of the Subsidiary companies as per the unique conditions of the subsidiary provided that - a) The initial employment shall be given with pay of Category-I pay scale of NCWA, with training period of 6 months. b) In the seniority list, the seniority of the appointee should be reflected in appropriate manner in order to keep the senior most as senior. c) The land loser trainees shall be posted as per requirement, including underground duties.

Category of Persons affected by the Project	Compensation and Rehabilitation entitlement option
	Provisions
	(C): Lumpsum Monetary Compensation – 1. All the land losers who are not eligible for employment as above shall be entitled to receive monetary compensation in lieu of employment at the rate of Rs.5,00,000/- (Five Lakhs) for each acre of land on pro-rata basis. 2. Land losers who are offered employment as per principle specified in point No (6.(i)B) above will have the option either to opt for employment or to forego employment and opt for monetary compensation at the rate of Rs.5,00,000/- (Five lakhs) for each acre of land on pro-rata basis with minimum of Rs. 50,000 (Fifty thousands) provided that the employment thus surrendered shall not be available for offer to any other person and will stand lapsed from the total sanctioned number of employments as specified in point No.(8.(i)B1). 3. The Land losers who have clubbed their land in Package Deal can claim employment for only one land loser of the clubbed two acres of land and remaining land losers of the package cannot claim either employment or lump sum monetary compensation in lieu of the land contributed by them. 4. Annuity – All land losers who are entitled to get lump sum monetary compensation may opt for payment of compensation amount in the form of annuity made payable to the land losers monthly, annually or at such intervals (not less than one year) as may be opted for by him. The annuity be paid for a maximum period extending to 60 years of age or the life of the project for which the land has been acquired, whichever is earlier. Note: A person receiving a job forgoes all claims to above compensation and a person receiving above compensation forgoes all claims to employment.
(ii) Person whose homestead is acquired	I. Compensation for homestead shall be paid as per the standard valuation method of the L.A Act, of the concerned State Govt. II. One time lump sum payment of Rs.3,00,000/- (three lakhs), shall be paid in lieu of alternate House site, Assistance in designing Shifting Allowance, compensation for construction of cattle shed . Monetary compensation for construction of work shed etc. The compensation shall be paid to displaced persons only after vacation and demolition of the homestead/ work shed etc. III. Subsistence allowance :Each affected displaced family will get subsistence allowance at the rate of 25 days (Minimum Agricultural Wage) per month for one year.

Category of Persons affected by the Project	Compensation and Rehabilitation entitlement option
	Provisions
(iii) Sharecroppers, land lessees, tenants and day labourers	The subsidiary will assist PAP to take-up non farm self employment through petty contracts or formation of cooperatives. If such co-operatives will not be entitled for awarding work as per Manual for lack of experience, the said co-operative will be facilitated by awarding small jobs to acquire experience after relaxation of the provisions of the Manual pertaining to experience with approval of the Subsidiary Boards. Subsequent jobs may be awarded after getting report of the timely completion / quality / of the awarded jobs from the concerned Department or contractors. Contractors will also be persuaded to give job to eligible PAPs on a preferential basis, where feasible as per terms of contract.
(iv) Landless tribals, Tribal dependant on forest produce	The subsidiary will assist PAP to establish non farm self employment through the provision of infrastructure, petty contracts or formation of cooperatives and encourage provisions of Jobs with contractors. Contractors will be persuaded to give jobs to eligible PAPs on preferential basis, where feasible. - In addition, the subsidiaries will shift the tribal community as a unit and provide facilities to meet the specific needs of the tribal community that will allow them to maintain their unique cultural identity. - Tribal affected family will be given one time financial assistance of 500 days of MAW for loss of customary right or usages of forest produce. Loss of customary rights needs to be authenticated by the district authority. - Tribal affected families resettled out of the district shall be given 25% higher rehabilitation and resettlement benefit.

9. Resettlement & Rehabilitation Committee - A Committee will be constituted at project Level under the chairmanship of the Collector to be called the Rehabilitation and Resettlement Committee with the following objectives to monitor and review the progress of implementation of the Rehabilitation and Resettlement scheme and to carry out post-implementation social audits in consultation with the village panchayat in rural areas and municipality in urban areas in the manner will be decided by the concerned State Govt.

- I. To approve the list of land losers and other PAPs;
- II. To approve the list of persons eligible to be offered employment as per R&R Policy;
- III. To approve the detailed Rehabilitation Plan for the project in consultation with the displaced persons and Gram Sabhas;
- IV. To expedite issue of domicile certificates and other necessary documentation required for State Authorities;
- V. To monitor and review the progress of the Rehabilitation Scheme, grant of benefits and handing over of possession of land in a smooth manner;
- VI. To facilitate the land acquisition process in any other manner as may be required including resolution of disputes;
- VII. To carry out post implementation social audit in consultation with the authorities.

10. Community facilities - The subsidiary will provide at the resettlement site a school, road with street light, pucca drain, pond, dugwell and/or tubewell for drinking water supply, community center, place of worship, dispensary, grazing land for cattle and play ground. Similar infrastructural facility, if necessary, will be extended to the host locality. The community facilities and services would be available to all residents of the area, including PAPs and the host population.

The approach for operation of community facilities would be flexible and all efforts will be made to involve the State and local self Government / Panchayat for operating the facilities. To achieve this, subsidiaries will pursue with these agencies to ensure the same. The planning of the community facilities and their construction should be undertaken in consultation with the affected community.

11. Corporate Social Responsibilities - This should be as per Company's Corporate Social Responsibility (CSR) Policy.

12. Monitoring and Evaluation Mechanism.

The RAP will be monitored and evaluated periodically after the completion of the land acquisition process.

- I. The resettlement and rehabilitation activities are the responsibility of a separate group, both at the projects and corporate level, which will be constituted for planning, implementation, monitoring and evaluation of the Rehabilitation Action Plan. At the corporate level the group will be headed by a senior manager, whereas at the project, an executive of the rank of manager will head the group. The project group should have at least one member with social science qualification / experience and skills.

- II. The project group will closely interact with the state authorities during the implementation of the RAP. Although the subsidiaries will develop the plots and infrastructural facilities in the resettlement colony and actively implement the RAP, assistance of State authorities will be taken for administrative services such as allotment of land. Implementation will be planned, monitored and corrective measures will be incorporated in the RAP, if needed. In addition to the State Government, the PAPs, the village leaders including the Pradhans and NGOs will be consulted and associated with the implementation of the RAP.
- III. The Resettlement and Rehabilitation Cell at the corporate level will evaluate the implementation of the RAP after its completion.

13. Flexibility to the Subsidiary Companies – The Subsidiary Companies Boards have been authorised to approve necessary modifications in the R&R Policy with reference to unique conditions prevailing at the concerned Subsidiaries as the policy is not exhaustive.

(The above list is only indicative and not exhaustive)

Annexure-III (A)

Sl no.	Issue raised in PH	Implementation status
1.	Employment, Water supply and electricity, medical Facility, road etc. for nearby population	Employment is given as per R&R policy of CIL and Norms of 1 employment / 2 Acre of land. Details of work done related with water, health facility, roads etc is given below:
2.	Care for the environment & plantation	Covered transportation and water spraying is being practiced along-with plantation in phase-wise manner.

Details of work done related with water, health facility, roads etc:

Civil work

S. N.	Details	Award value (In Lac)	Remarks
1	Construction of PCC road at Gonduadih west under Mohanpur village (from Khalil Mahto home to Primary school).	3.98	25.01.2015 to 24.03.2015 (60 days)
2	Construction of Janaja shed at Ramakunda west under Amtand village	3.15	15.10.2014 to 14.12.2014 (60 days)
3	Construction of 1 no. chhathh ghat at Muraidih colony, Hirak road river side	3.01	15.10.2014 to 14.12.2014 (60 days)
4	Construction of Janaja shed at Muraidih colony near river of Hirak road	0.46	31.03.2014 to 29.04.2014 (30 days)
5	PCC Road jhunu Rajwar House to Tarkeswar Gope House at Bakaspura Village Luti Pahari (Jhunu Tarkeshwar) Road Length:-	2.30	This is benefiting to approx. 200 families in this locality by all-weather connectivity.
6	Making PCC Path from Manoj Matha House to Sahabuddin Ansari house at Ghunghusa Village (Mahato Shabbhuddin)	1.85	This is benefiting to approx. 300 families in this locality by all-weather connectivity
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Health: Medical Camps, CSR Clinics & Awareness Programme

Medical Camps	Beneficiaries	Amount (in Rs.)
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Year	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
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SN	Health Awareness Programme	Amount (in Rs.)
1	Nasa Mukti Abhiyan	10000.00
2	Blood Pressure Detection	5000.00
4	Aids Awareness Programme	5000.00
5	Eye Checkup camp	25000.00

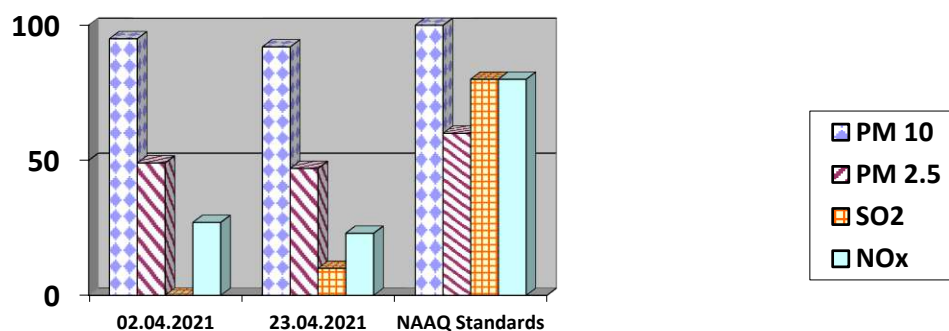
AMBIENT AIR QUALITY DATA

Cluster – II, Bharat Coking Coal limited

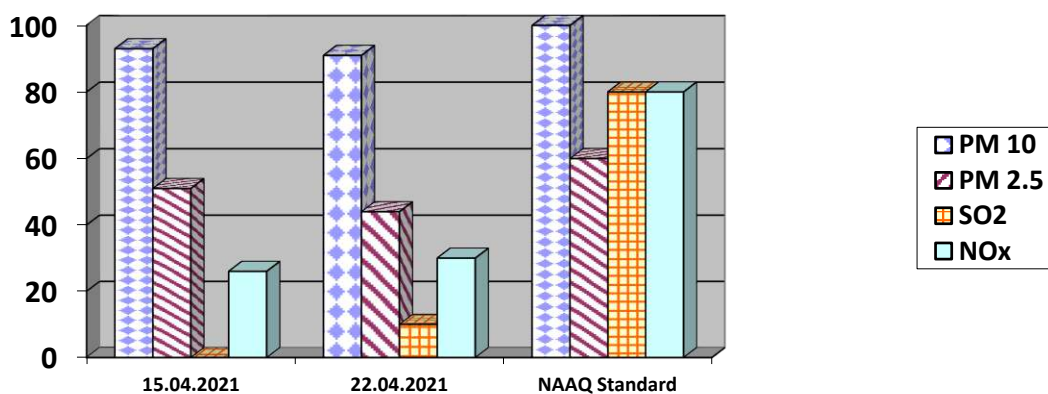
Month: APRIL.2021

Year : 2021-22.

Station Name: A4 – Block II OCP		Zone: Core		Category: Industrial	
Sl. No.	Dates of sampling	PM 10	PM 2.5	SO ₂	NO _x
1	02.04.2021	95	49	<10	27
2	23.04.2021	92	47	10	23
	NAAQ Standards	100	60	80	80



Station Name: A5, Muraidih OCP		Zone: Core		Category: Industrial	
Sl. No.	Dates of sampling	PM 10	PM 2.5	SO ₂	NO _x
1	15.04.2021	93	51	<10	26
2	22.04.2021	91	44	10	30
	NAAQ Standard	100	60	80	80



Note:

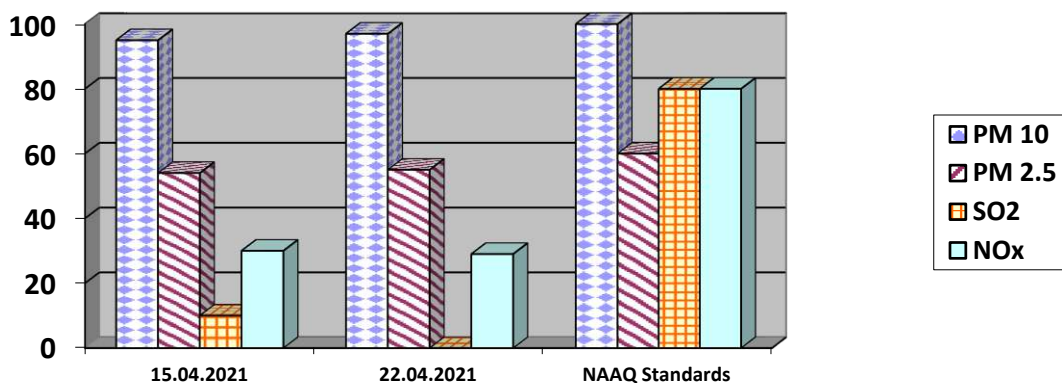
- All values are expressed in microgram per cubic meter.
- 24 hours duration

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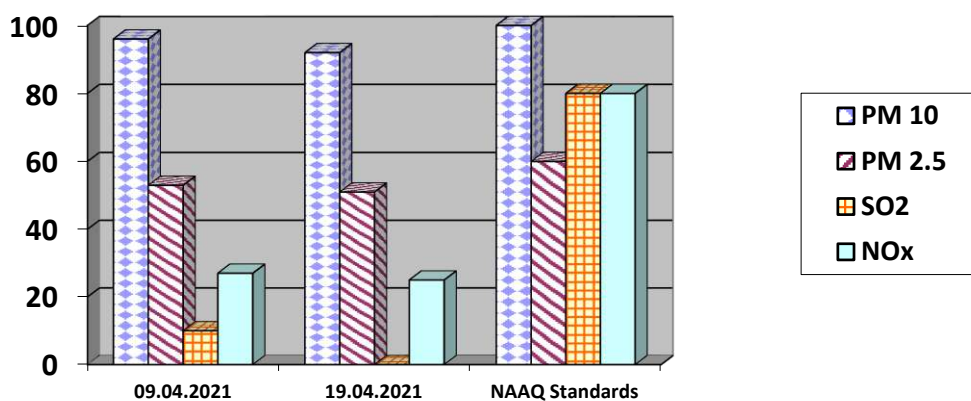
Checked By
Lab In Charge
RI-2, CMPDI, Dhanbad

अनुमोदित
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HOD(In-charge) Environment
RI-2, CMPDI, Dhanbad

Station Name: A3 Madhuband Washery		Zone: Buffer		Category: Industrial	
Sl. No.	Dates of sampling	PM 10	PM 2.5	SO ₂	NO _x
1	15.04.2021	95	54	10	30
2	22.04.2021	97	55	<10	29
	NAAQ Standards	100	60	80	80



Station Name: A33 Madhuband UGP		Zone: Buffer		Category: Industrial	
Sl. No.	Dates of sampling	PM 10	PM 2.5	SO ₂	NO _x
1	09.04.2021	96	53	10	27
2	19.04.2021	92	51	<10	25
	NAAQ Standards	100	60	80	80



Note:

- All values are expressed in microgram per cubic meter.
- 24 hours duration

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JSA/SA/SSA

Checked By
Lab In Charge
RI-2, CMPDI, Dhanbad

अनुमोदित
Approved By
HOD(In-charge) Environment
RI-2, CMPDI, Dhanbad

WATER QUALITY MONITORING

3.1 Location of sampling sites

(Refer Plate No. – II)

i) Mine Discharge of Block II (MW2)

A sampling point is fixed to assess the effluent quality of Mine discharge. This location is selected to monitor effluent discharge in to Khudia Nala.

3.2 Methodology of sampling and analysis

Water samples were collected as per standard practice. The effluent samples were collected and analyzed for four parameters on fortnightly basis at the Environmental Laboratory of CMPDI RI-II, Dhanbad.

3.3 Results & Interpretations

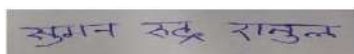
The results are given in tabular form along with the applicable standards. Results are compared with Schedule - VI, effluent prescribed by MoEF&CC. Results show that most of the parameters are within the permissible limits.

WATER QUALITY DATA

(EFFLUENT WATER- FOUR PARAMETERS)

Name of the Cluster: Cluster -II		Month: APRIL 2021	Name of the Station: Mine Discharge of Block II OCP	
Sl. No.	Parameters	MW2 First Fortnight	MW2 Second Fortnight	As per MOEF General Standards for schedule VI
		05.04.2021	19.04.2021	
1	Total Suspended Solids	51	47	100 (Max)
2	pH	8.11	8.14	5.5 - 9.0
3	Oil & Grease	<2.0	<2.0	10 (Max)
4	COD	16	16	250 (Max)

All values are expressed in mg/lit unless specified.


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NOISE LEVEL QUALITY MONITORING

4.1 Location of sampling sites

- i) Block II OCP (N4)
- ii) Muraidih OCP (N5)
- iii) Madhuband Washery (N3)
- iv) Madhuband UGP (N33)

4.2 Methodology of sampling and analysis

Noise level measurements in form of 'L_{EQ}' were taken using Integrated Data Logging Sound Level Meter (NL-52 OF RION CO. Ltd. Make) during day time. Noise levels were measured for about one hour time in day time. Noise levels were measured in Decibels, 'A' weighted average, i.e. dB (A).

4.3 Results & Interpretations

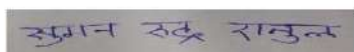
Ambient noise levels were recorded during day time and the observed values were compared with standards prescribed by MoEFCC. The results of Noise levels recorded during day time on fortnightly basis are presented in tabular form along with the applicable standard permissible limits. The observed values in terms of L_{EQ} are presented. The observed values at all the monitoring locations are found to be within permissible limits.

NOISE LEVEL DATA

Name of the Project: Cluster -II			Month: APRIL.2021		
Sl. No.	Station Name/Code	Category of area	Date	Noise level dB(A)LEQ	*Permissible Limit of Noise level in dB(A)
1	Madhuband Washery (N3)	Industrial area	15.04.2021	67.9	75
2	Madhuband Washery	Industrial area	22.04.2021	61.7	75
3	Block-II(N4)	Industrial area	02.04.2021	54.9	75
4	Block-II	Industrial area	23.04.2021	59.1	75
5	Muraidih(N5)	Industrial area	15.04.2021	64.4	75
6	Muraidih	Industrial area	22.04.2021	62.3	75
7	Madhuband UGP	Industrial area	09.04.2021	56.7	75
8	Madhuband UGP	Industrial area	19.04.2021	54.4	75

*Permissible limits of Noise Level as per MOEF Gazette Notification No. GSR 742(E) dt. 25.09.2000 Standards for Coal Mines and Noise Pollution (Regulation and Control) Rules, 2000.

* Day Time: 6.00 AM to 10.00 PM,


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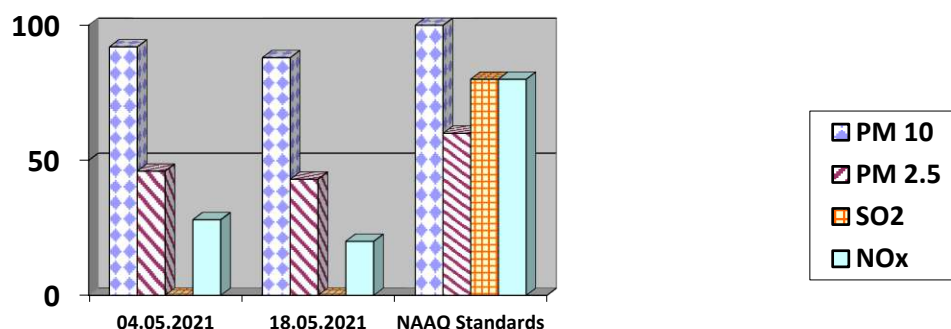
AMBIENT AIR QUALITY DATA

Cluster – II, Bharat Coking Coal limited

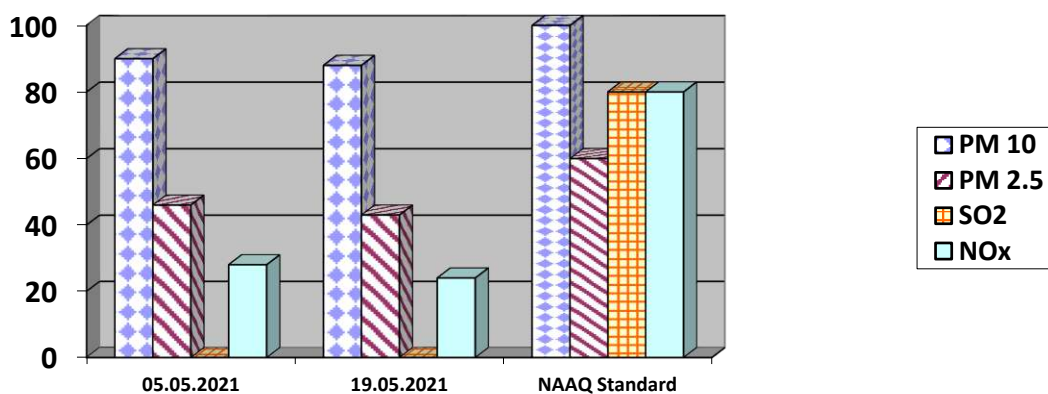
Month: MAY.2021

Year : 2021-22.

Station Name: A4 – Block II OCP		Zone: Core		Category: Industrial	
Sl. No.	Dates of sampling	PM 10	PM 2.5	SO ₂	NO _x
1	04.05.2021	92	46	<10	28
2	18.05.2021	88	43	<10	20
	NAAQ Standards	100	60	80	80



Station Name: A5, Muraidih OCP		Zone: Core		Category: Industrial	
Sl. No.	Dates of sampling	PM 10	PM 2.5	SO ₂	NO _x
1	05.05.2021	90	46	<10	28
2	19.05.2021	88	43	<10	24
	NAAQ Standard	100	60	80	80



Note:

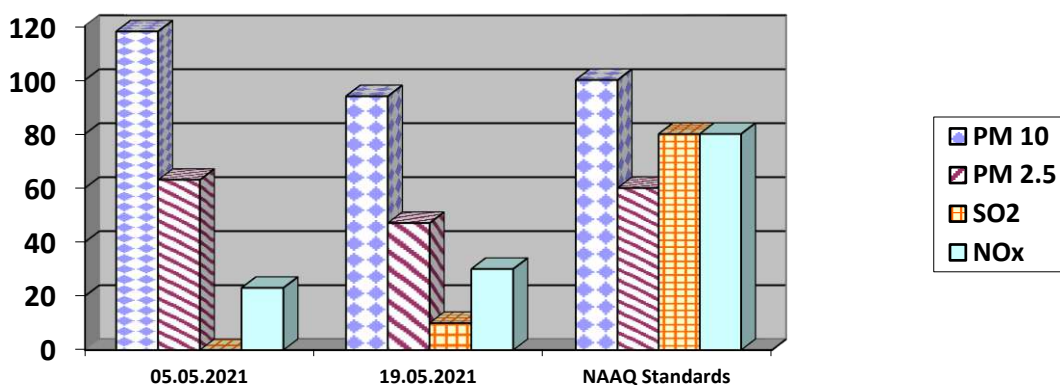
- All values are expressed in microgram per cubic meter.
- 24 hours duration

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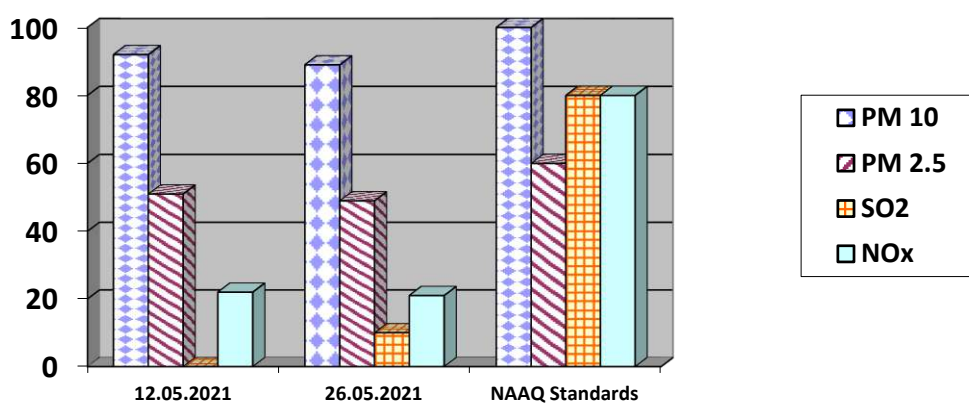
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 RI-2, CMPDI, Dhanbad

Station Name: A3 Madhuband Washery		Zone: Buffer		Category: Industrial	
Sl. No.	Dates of sampling	PM 10	PM 2.5	SO ₂	NO _x
1	05.05.2021	118	63	<10	23
2	19.05.2021	94	47	10	30
	NAAQ Standards	100	60	80	80



Station Name: A33 Madhuband UGP		Zone: Buffer		Category: Industrial	
Sl. No.	Dates of sampling	PM 10	PM 2.5	SO ₂	NO _x
1	12.05.2021	92	51	<10	22
2	26.05.2021	89	49	10	21
	NAAQ Standards	100	60	80	80



Note:

- All values are expressed in microgram per cubic meter.
- 24 hours duration

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Approved By
HOD(In-charge) Environment
RI-2, CMPDI, Dhanbad

WATER QUALITY MONITORING

3.1 Location of sampling sites

(Refer Plate No. – II)

i) Mine Discharge of Block II (MW2)

A sampling point is fixed to assess the effluent quality of Mine discharge. This location is selected to monitor effluent discharge in to Khudia Nala.

3.2 Methodology of sampling and analysis

Water samples were collected as per standard practice. The effluent samples were collected and analyzed for four parameters on fortnightly basis at the Environmental Laboratory of CMPDI RI-II, Dhanbad.

3.3 Results & Interpretations

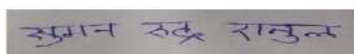
The results are given in tabular form along with the applicable standards. Results are compared with Schedule - VI, effluent prescribed by MoEF&CC. Results show that most of the parameters are within the permissible limits.

WATER QUALITY DATA

(EFFLUENT WATER- FOUR PARAMETERS)

Name of the Cluster: Cluster -II		Month: MAY 2021	Name of the Station: Mine Discharge of Block II OCP	
Sl. No.	Parameters	MW2 First Fortnight	MW2 Second Fortnight	As per MOEF General Standards for schedule VI
		03.05.2021	31.05.2021	
1	Total Suspended Solids	45	31	100 (Max)
2	pH	8.21	8.89	5.5 - 9.0
3	Oil & Grease	<2.0	<2.0	10 (Max)
4	COD	24	20	250 (Max)

All values are expressed in mg/lit unless specified.


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NOISE LEVEL QUALITY MONITORING

4.1 Location of sampling sites

- i) Block II OCP (N4)
- ii) Muraidih OCP (N5)
- iii) Madhuband Washery (N3)
- iv) Madhuband UGP (N33)

4.2 Methodology of sampling and analysis

Noise level measurements in form of 'L_{EQ}' were taken using Integrated Data Logging Sound Level Meter (NL-52 OF RION CO. Ltd. Make) during day time. Noise levels were measured for about one hour time in day time. Noise levels were measured in Decibels, 'A' weighted average, i.e. dB (A).

4.3 Results & Interpretations

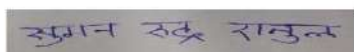
Ambient noise levels were recorded during day time and the observed values were compared with standards prescribed by MoEFCC. The results of Noise levels recorded during day time on fortnightly basis are presented in tabular form along with the applicable standard permissible limits. The observed values in terms of L_{EQ} are presented. The observed values at all the monitoring locations are found to be within permissible limits.

NOISE LEVEL DATA

Name of the Project: Cluster -II			Month: MAY.2021		
Sl. No.	Station Name/Code	Category of area	Date	Noise level dB(A)LEQ	*Permissible Limit of Noise level in dB(A)
1	Madhuband Washery (N3)	Industrial area	05.05.2021	58.2	75
2	Madhuband Washery	Industrial area	19.05.2021	57.3	75
3	Block-II(N4)	Industrial area	04.05.2021	57.8	75
4	Block-II	Industrial area	18.05.2021	56.7	75
5	Muraidih(N5)	Industrial area	05.05.2021	62.1	75
6	Muraidih	Industrial area	19.05.2021	63.2	75
7	Madhuband UGP	Industrial area	12.05.2021	57.3	75
8	Madhuband UGP	Industrial area	26.05.2021	56.2	75

*Permissible limits of Noise Level as per MOEF Gazette Notification No. GSR 742(E) dt. 25.09.2000 Standards for Coal Mines and Noise Pollution (Regulation and Control) Rules, 2000.

* Day Time: 6.00 AM to 10.00 PM,


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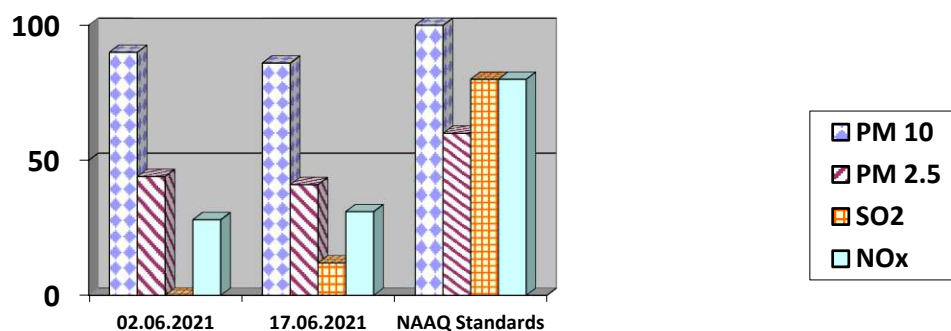
AMBIENT AIR QUALITY DATA

Cluster – II, Bharat Coking Coal limited

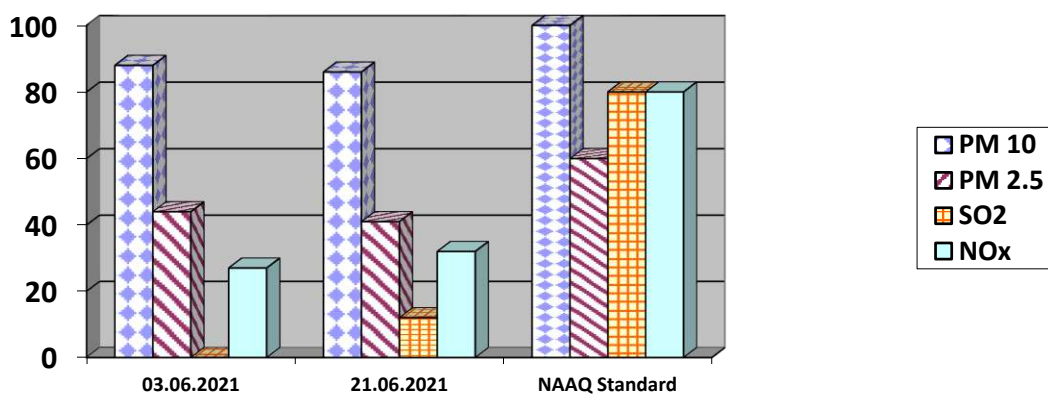
Month: JUNE.2021

Year : 2021-22.

Station Name: A4 – Block II OCP		Zone: Core		Category: Industrial	
Sl. No.	Dates of sampling	PM 10	PM 2.5	SO ₂	NO _x
1	02.06.2021	90	44	<10	28
2	17.06.2021	86	41	12	31
	NAAQ Standards	100	60	80	80



Station Name: A5, Muraidih OCP		Zone: Core		Category: Industrial	
Sl. No.	Dates of sampling	PM 10	PM 2.5	SO ₂	NO _x
1	03.06.2021	88	44	<10	27
2	21.06.2021	86	41	12	32
	NAAQ Standard	100	60	80	80



Note:

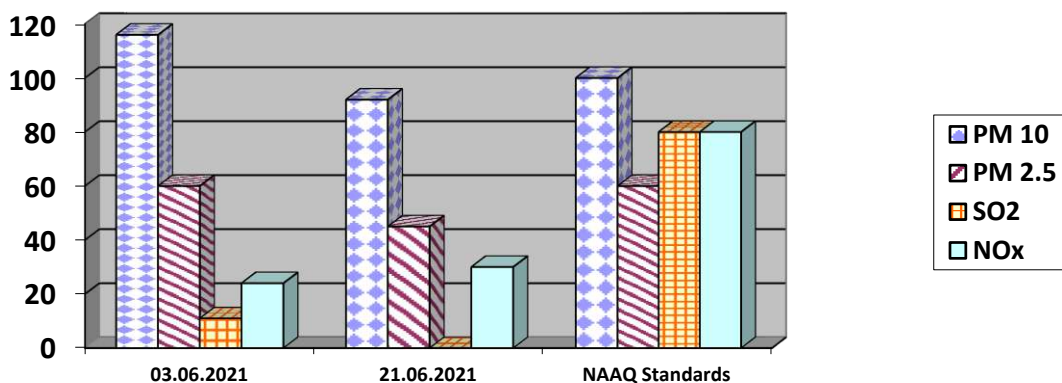
- All values are expressed in microgram per cubic meter.
- 24 hours duration


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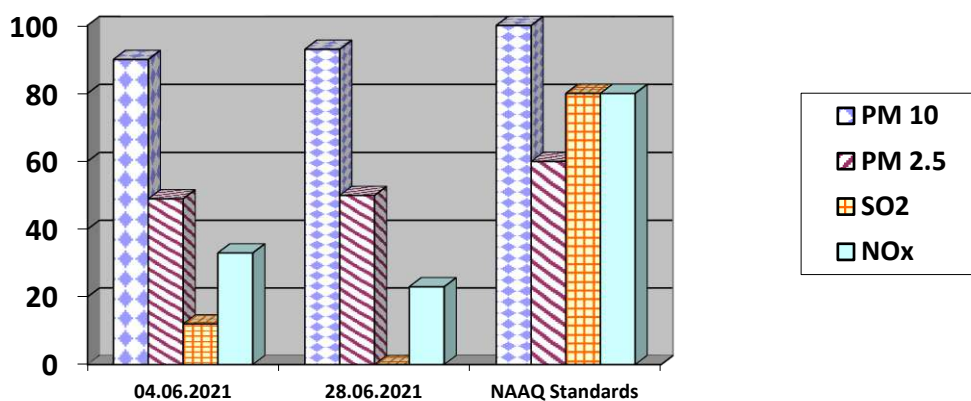

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 HOD(In-charge) Environment
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Station Name: A3 Madhuband Washery		Zone: Buffer		Category: Industrial	
Sl. No.	Dates of sampling	PM 10	PM 2.5	SO ₂	NO _x
1	03.06.2021	116	60	11	24
2	21.06.2021	92	45	<10	30
	NAAQ Standards	100	60	80	80



Station Name: A33 Madhuband UGP		Zone: Buffer		Category: Industrial	
Sl. No.	Dates of sampling	PM 10	PM 2.5	SO ₂	NO _x
1	04.06.2021	90	49	12	33
2	28.06.2021	93	50	<10	23
	NAAQ Standards	100	60	80	80



Note:

- All values are expressed in microgram per cubic meter.
- 24 hours duration

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HOD(In-charge) Environment
RI-2, CMPDI, Dhanbad

WATER QUALITY MONITORING

3.1 Location of sampling sites

(Refer Plate No. – II)

i) Mine Discharge of Block II (MW2)

A sampling point is fixed to assess the effluent quality of Mine discharge. This location is selected to monitor effluent discharge in to Khudia Nala.

3.2 Methodology of sampling and analysis

Water samples were collected as per standard practice. The effluent samples were collected and analyzed for four parameters on fortnightly basis at the Environmental Laboratory of CMPDI RI-II, Dhanbad.

3.3 Results & Interpretations

The results are given in tabular form along with the applicable standards. Results are compared with Schedule - VI, effluent prescribed by MoEF&CC. Results show that most of the parameters are within the permissible limits.

WATER QUALITY DATA

(EFFLUENT WATER- FOUR PARAMETERS)

Name of the Cluster: Cluster -II		Month: JUNE 2021	Name of the Station: Mine Discharge of Block II OCP	
Sl. No.	Parameters	MW2 First Fortnight	MW2 Second Fortnight	As per MOEF General Standards for schedule VI
		14.06.2021	28.06.2021	
1	Total Suspended Solids	32	37	100 (Max)
2	pH	8.16	8.14	5.5 - 9.0
3	Oil & Grease	<2.0	<2.0	10 (Max)
4	COD	20	16	250 (Max)

All values are expressed in mg/lit unless specified.

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Approved By
HOD(In-charge) Environment
RI-2, CMPDI, Dhanbad

NOISE LEVEL QUALITY MONITORING

4.1 Location of sampling sites

- i) Block II OCP (N4)
- ii) Muraidih OCP (N5)
- iii) Madhuband Washery (N3)
- iv) Madhuband UGP (N33)

4.2 Methodology of sampling and analysis

Noise level measurements in form of 'L_{EQ}' were taken using Integrated Data Logging Sound Level Meter (NL-52 OF RION CO. Ltd. Make) during day time. Noise levels were measured for about one hour time in day time. Noise levels were measured in Decibels, 'A' weighted average, i.e. dB (A).

4.3 Results & Interpretations

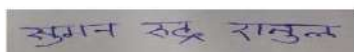
Ambient noise levels were recorded during day time and the observed values were compared with standards prescribed by MoEFCC. The results of Noise levels recorded during day time on fortnightly basis are presented in tabular form along with the applicable standard permissible limits. The observed values in terms of L_{EQ} are presented. The observed values at all the monitoring locations are found to be within permissible limits.

NOISE LEVEL DATA

Name of the Project: Cluster -II			Month: JUNE.2021		
Sl. No.	Station Name/Code	Category of area	Date	Noise level dB(A)LEQ	*Permissible Limit of Noise level in dB(A)
1	Madhuband Washery (N3)	Industrial area	03.06.2021	60.9	75
2	Madhuband Washery	Industrial area	21.06.2021	62.1	75
3	Block-II(N4)	Industrial area	02.06.2021	59.8	75
4	Block-II	Industrial area	17.06.2021	60.4	75
5	Muraidih(N5)	Industrial area	03.06.2021	61.4	75
6	Muraidih	Industrial area	21.06.2021	60.4	75
7	Madhuband UGP	Industrial area	04.06.2021	53.7	75
8	Madhuband UGP	Industrial area	28.06.2021	54.3	75

*Permissible limits of Noise Level as per MOEF Gazette Notification No. GSR 742(E) dt. 25.09.2000 Standards for Coal Mines and Noise Pollution (Regulation and Control) Rules, 2000.

* Day Time: 6.00 AM to 10.00 PM,


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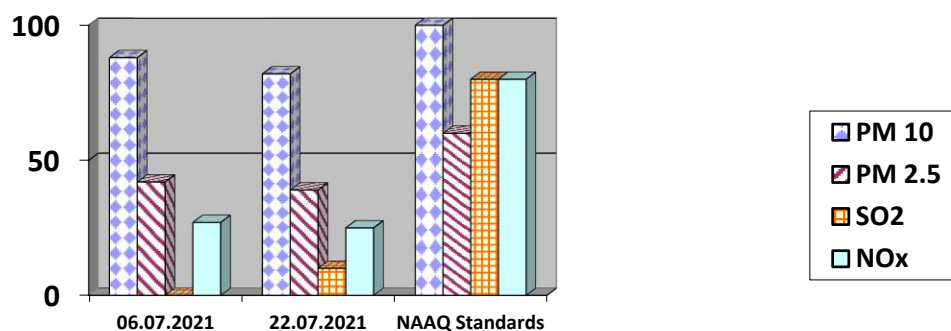
AMBIENT AIR QUALITY DATA

Cluster – II, Bharat Coking Coal limited

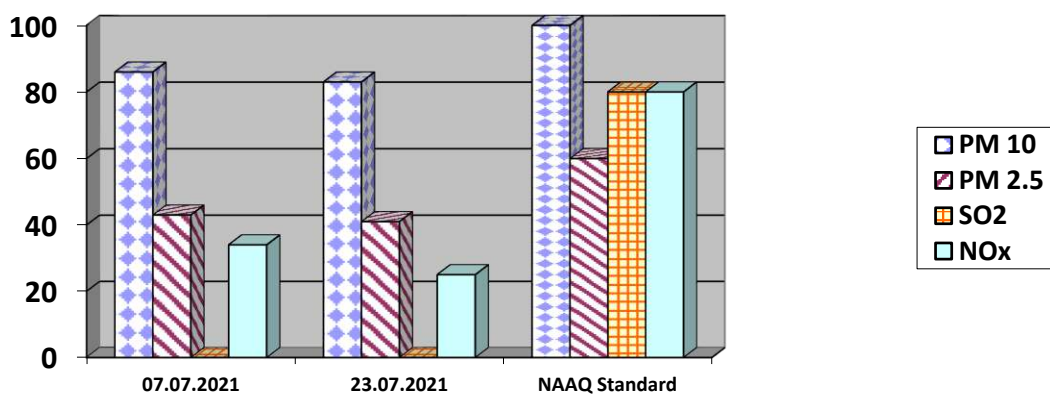
Month: JULY.2021

Year : 2021-22.

Station Name: A4 – Block II OCP		Zone: Core		Category: Industrial	
Sl. No.	Dates of sampling	PM 10	PM 2.5	SO ₂	NO _x
1	06.07.2021	88	42	<10	27
2	22.07.2021	82	39	10	25
	NAAQ Standards	100	60	80	80

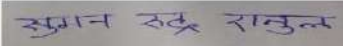


Station Name: A5, Muraidih OCP		Zone: Core		Category: Industrial	
Sl. No.	Dates of sampling	PM 10	PM 2.5	SO ₂	NO _x
1	07.07.2021	86	43	<10	34
2	23.07.2021	83	41	<10	25
	NAAQ Standard	100	60	80	80



Note:

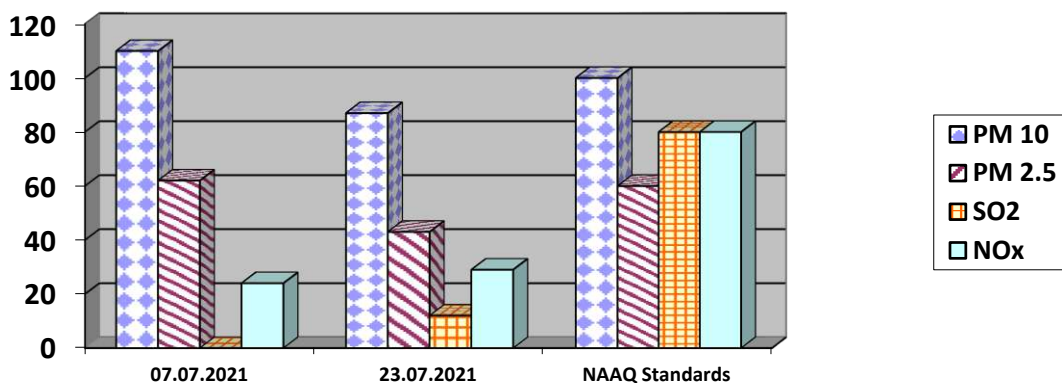
- All values are expressed in microgram per cubic meter.
- 24 hours duration


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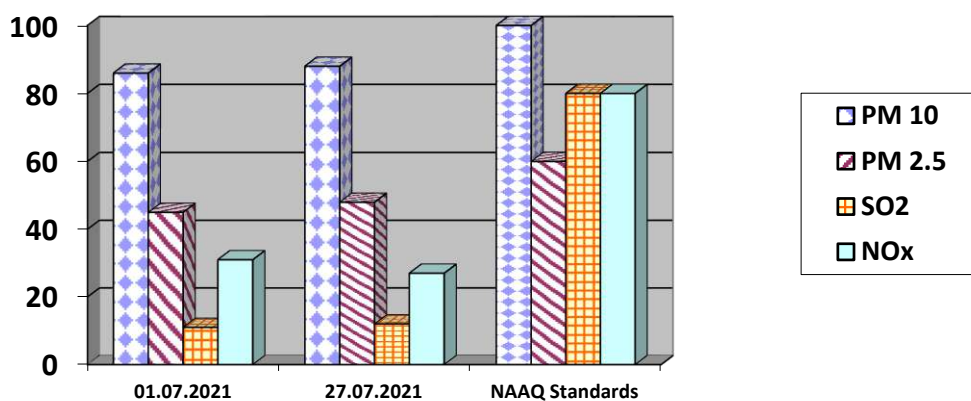

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 HOD(In-charge) Environment
 RI-2, CMPDI, Dhanbad

Station Name: A3 Madhuband Washery		Zone: Buffer		Category: Industrial	
Sl. No.	Dates of sampling	PM 10	PM 2.5	SO ₂	NO _x
1	07.07.2021	110	62	<10	24
2	23.07.2021	87	43	12	29
	NAAQ Standards	100	60	80	80



Station Name: A33 Madhuband UGP		Zone: Buffer		Category: Industrial	
Sl. No.	Dates of sampling	PM 10	PM 2.5	SO ₂	NO _x
1	01.07.2021	86	45	11	31
2	27.07.2021	88	48	12	27
	NAAQ Standards	100	60	80	80



Note:

- All values are expressed in microgram per cubic meter.
- 24 hours duration

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Lab In Charge
RI-2, CMPDI, Dhanbad

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Approved By
HOD(In-charge) Environment
RI-2, CMPDI, Dhanbad

WATER QUALITY MONITORING

3.1 Location of sampling sites

(Refer Plate No. – II)

i) Mine Discharge of Block II (MW2)

A sampling point is fixed to assess the effluent quality of Mine discharge. This location is selected to monitor effluent discharge in to Khudia Nala.

3.2 Methodology of sampling and analysis

Water samples were collected as per standard practice. The effluent samples were collected and analyzed for four parameters on fortnightly basis at the Environmental Laboratory of CMPDI RI-II, Dhanbad.

3.3 Results & Interpretations

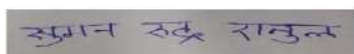
The results are given in tabular form along with the applicable standards. Results are compared with Schedule - VI, effluent prescribed by MoEF&CC. Results show that most of the parameters are within the permissible limits.

WATER QUALITY DATA

(EFFLUENT WATER- FOUR PARAMETERS)

Name of the Cluster: Cluster -II		Month: JULY 2021	Name of the Station: Mine Discharge of Block II OCP	
Sl. No.	Parameters	MW2 First Fortnight	MW2 Second Fortnight	As per MOEF General Standards for schedule VI
		12.07.2021	26.07.2021	
1	Total Suspended Solids	47	36	100 (Max)
2	pH	7.22	7.22	5.5 - 9.0
3	Oil & Grease	<2.0	<2.0	10 (Max)
4	COD	16	20	250 (Max)

All values are expressed in mg/lit unless specified.


 Analysed By
 JSA/SA/SSA


 Checked By
 Lab In Charge
 RI-2, CMPDI, Dhanbad


 Approved By
 HOD(In-charge) Environment
 RI-2, CMPDI, Dhanbad

NOISE LEVEL QUALITY MONITORING

4.1 Location of sampling sites

- i) Block II OCP (N4)
- ii) Muraidih OCP (N5)
- iii) Madhuband Washery (N3)
- iv) Madhuband UGP (N33)

4.2 Methodology of sampling and analysis

Noise level measurements in form of 'L_{EQ}' were taken using Integrated Data Logging Sound Level Meter (NL-52 OF RION CO. Ltd. Make) during day time. Noise levels were measured for about one hour time in day time. Noise levels were measured in Decibels, 'A' weighted average, i.e. dB (A).

4.3 Results & Interpretations

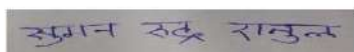
Ambient noise levels were recorded during day time and the observed values were compared with standards prescribed by MoEFCC. The results of Noise levels recorded during day time on fortnightly basis are presented in tabular form along with the applicable standard permissible limits. The observed values in terms of L_{EQ} are presented. The observed values at all the monitoring locations are found to be within permissible limits.

NOISE LEVEL DATA

Name of the Project: Cluster -II			Month: JULY.2021		
Sl. No.	Station Name/Code	Category of area	Date	Noise level dB(A)LEQ	*Permissible Limit of Noise level in dB(A)
1	Madhuband Washery (N3)	Industrial area	07.07.2021	57.3	75
2	Madhuband Washery	Industrial area	23.07.2021	56.2	75
3	Block-II(N4)	Industrial area	06.07.2021	58.6	75
4	Block-II	Industrial area	22.07.2021	59.3	75
5	Muraidih(N5)	Industrial area	07.07.2021	60.2	75
6	Muraidih	Industrial area	23.07.2021	59.3	75
7	Madhuband UGP	Industrial area	01.07.2021	56.2	75
8	Madhuband UGP	Industrial area	27.07.2021	57.3	75

*Permissible limits of Noise Level as per MOEF Gazette Notification No. GSR 742(E) dt. 25.09.2000 Standards for Coal Mines and Noise Pollution (Regulation and Control) Rules, 2000.

* Day Time: 6.00 AM to 10.00 PM,


 Analysed By
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 RI-2, CMPDI, Dhanbad


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 HOD(In-charge) Environment
 RI-2, CMPDI, Dhanbad

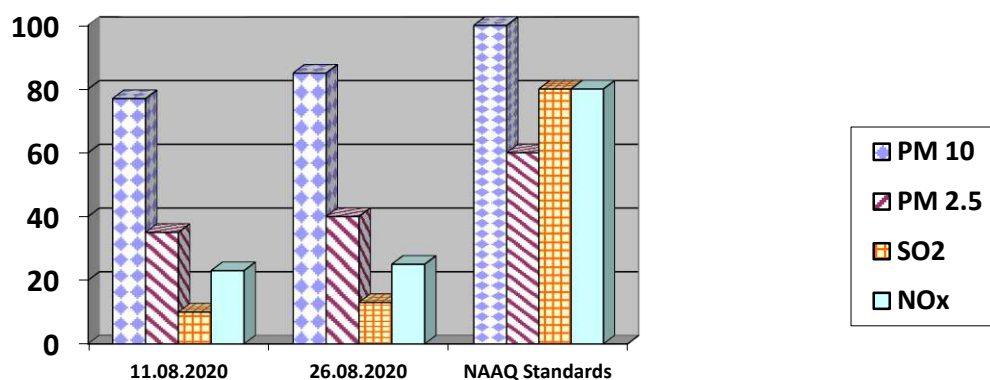
AMBIENT AIR QUALITY DATA

Cluster – II, Bharat Coking Coal limited

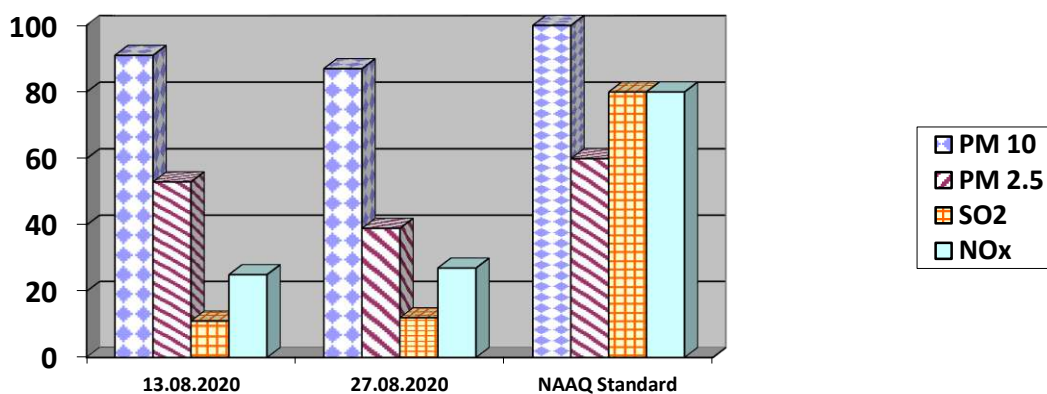
Month: AUG.2020

Year : 2020-21.

Station Name: A4 – Block II OCP		Zone: Core		Category: Industrial	
Sl. No.	Dates of sampling	PM 10	PM 2.5	SO ₂	NO _x
1	11.08.2020	77	35	10	23
2	26.08.2020	85	40	13	25
	NAAQ Standards	100	60	80	80



Station Name: A5, Muraidih OCP		Zone: Core		Category: Industrial	
Sl. No.	Dates of sampling	PM 10	PM 2.5	SO ₂	NO _x
1	13.08.2020	91	53	11	25
2	27.08.2020	87	39	12	27
	NAAQ Standard	100	60	80	80



Note:

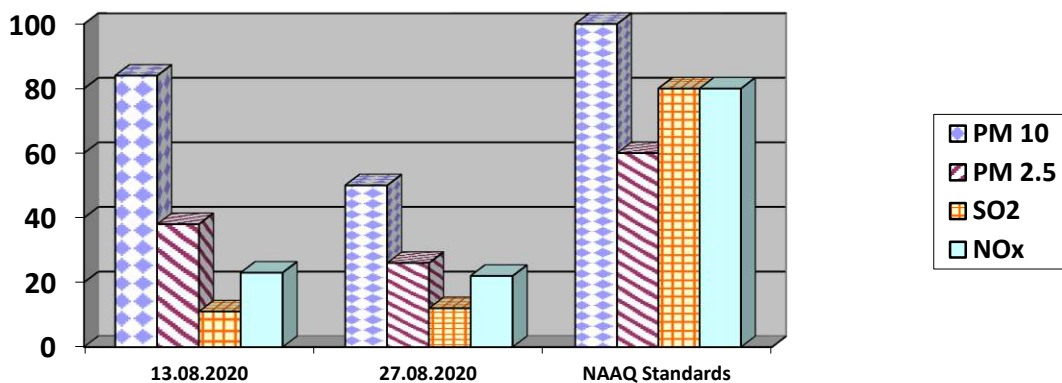
- All values are expressed in microgram per cubic meter.
- 24 hours duration


 Analysed By
 JSA/SA/SSA

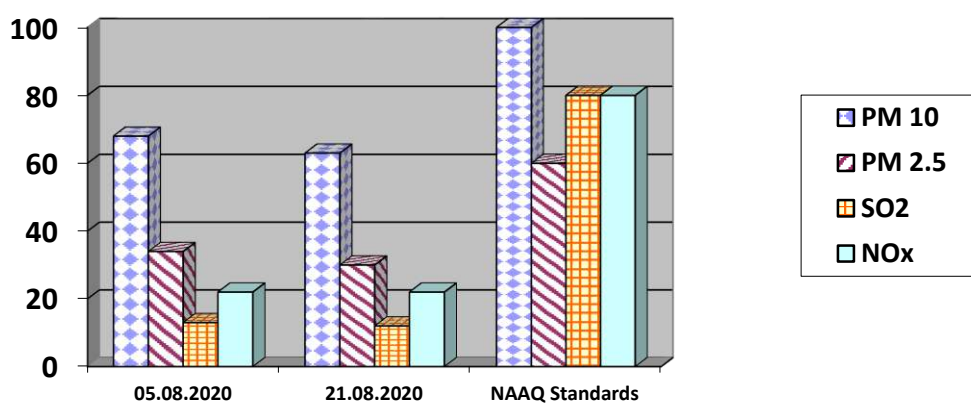

 Checked By
 Lab In Charge
 RI-2, CMPDI, Dhanbad


 Approved By
 HOD(In-charge) Environment
 RI-2, CMPDI, Dhanbad

Station Name: A3 Madhuband Washery		Zone: Buffer		Category: Industrial	
Sl. No.	Dates of sampling	PM 10	PM 2.5	SO ₂	NO _x
1	13.08.2020	84	38	11	23
2	27.08.2020	50	26	12	22
	NAAQ Standards	100	60	80	80

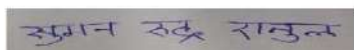


Station Name: A33 Madhuband UGP		Zone: Buffer		Category: Industrial	
Sl. No.	Dates of sampling	PM 10	PM 2.5	SO ₂	NO _x
1	05.08.2020	68	34	13	22
2	21.08.2020	63	30	12	22
	NAAQ Standards	100	60	80	80



Note:

- All values are expressed in microgram per cubic meter.
- 24 hours duration


 Analysed By
 JSA/SA/SSA


 Checked By
 Lab In Charge
 RI-2, CMPDI, Dhanbad


 Approved By
 HOD(In-charge) Environment
 RI-2, CMPDI, Dhanbad

WATER QUALITY MONITORING

3.1 Location of sampling sites

(Refer **Plate No. – II**)

i) **Mine Discharge of Block II (MW2)**

A sampling point is fixed to assess the effluent quality of Mine discharge. This location is selected to monitor effluent discharge in to Khudia Nala.

3.2 Methodology of sampling and analysis

Water samples were collected as per standard practice. The effluent samples were collected and analysed for four parameters on fortnightly basis at the Environmental Laboratory of CMPDI RI-II, Dhanbad.

3.3 Results & Interpretations

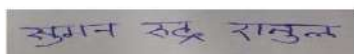
The results are given in tabular form along with the applicable standards. Results are compared with Schedule - VI, effluent prescribed by MoEF&CC. Results show that most of the parameters are within the permissible limits.

WATER QUALITY DATA

(EFFLUENT WATER- FOUR PARAMETERS)

Name of the Cluster: Cluster -II		Month: AUG.2020	Name of the Station: Mine Discharge of Block II OCP	
Sl. No.	Parameters	MW2 First Fortnight	MW2 Second Fortnight	As per MOEF General Standards for schedule VI
		10.08.2020	31.08.2020	
1	Total Suspended Solids	36	31	100 (Max)
2	pH	7.95	8.12	5.5 - 9.0
3	Oil & Grease	<2.0	<2.0	10 (Max)
4	COD	48	44	250 (Max)

All values are expressed in mg/lit unless specified.


 Analysed By
 JSA/SA/SSA


 Checked By
 Lab In Charge
 RI-2, CMPDI, Dhanbad


 Approved By
 HOD(In-charge) Environment
 RI-2, CMPDI, Dhanbad

NOISE LEVEL QUALITY MONITORING

4.1 Location of sampling sites

- i) Block II OCP (N4)
- ii) Muraidih OCP (N5)
- iii) Madhuband Washery (N3)
- iv) Madhuband UGP (N33)

4.2 Methodology of sampling and analysis

Noise level measurements in form of 'L_{EQ}' were taken using Integrated Data Logging Sound Level Meter (NL-52 OF RION CO. Ltd. Make) during day time. Noise levels were measured for about one hour time in day time. Noise levels were measured in Decibels, 'A' weighted average, i.e. dB (A).

4.3 Results & Interpretations

Ambient noise levels were recorded during day time and the observed values were compared with standards prescribed by MoEFCC. The results of Noise levels recorded during day time on fortnightly basis are presented in tabular form along with the applicable standard permissible limits. The observed values in terms of L_{EQ} are presented. The observed values at all the monitoring locations are found to be within permissible limits.

NOISE LEVEL DATA

Name of the Project: Cluster -II			Month: AUG.2020		
Sl. No.	Station Name/Code	Category of area	Date	Noise level dB(A)LEQ	*Permissible Limit of Noise level in dB(A)
1	Madhuband Washery (N3)	Industrial area	13.08.2020	60.1	75
2	Madhuband Washery	Industrial area	27.08.2020	61.3	75
3	Block-II(N4)	Industrial area	11.08.2020	56.7	75
4	Block-II	Industrial area	26.08.2020	57.7	75
5	Muraidih(N5)	Industrial area	13.08.2020	59.9	75
6	Muraidih	Industrial area	27.08.2020	62.1	75
7	Madhuband UGP	Industrial area	05.08.2020	53.9	75
8	Madhuband UGP	Industrial area	21.08.2020	55.9	75

*Permissible limits of Noise Level as per MOEF Gazette Notification No. GSR 742(E) dt. 25.09.2000 Standards for Coal Mines and Noise Pollution (Regulation and Control) Rules, 2000.

* Day Time: 6.00 AM to 10.00 PM,

अनुमन उद्ग राबुन
Analysed By
JSA/SA/SSA

Checked By
Lab In Charge
RI-2, CMPDI, Dhanbad

अमित
Approved By
HOD(In-charge) Environment
RI-2, CMPDI, Dhanbad

Ambient Air Quality Standards for Jharia Coal Field
As per the Environment (Protection) Amendment Rules, 2000 notified vide
notification G.S.R. 742(E), dated 25.9.2000.

Category	Pollutant	Time weighted average	Concentration in Ambient Air	Method of Measurement
1	2	3	4	5
III Coal mines located in the coal fields of • Jharia • Raniganj • Bokaro	Suspended Particulate Matter (SPM)	Annual Average * 24 hours **	500 $\mu\text{g}/\text{m}^3$ 700 $\mu\text{g}/\text{m}^3$	- High Volume Sampling (Average flow rate not less than 1.1 m^3/min)
	Respirable Particulate Matter (size less than 10 μm) (RPM)	Annual Average * 24 hours **	250 $\mu\text{g}/\text{m}^3$ 300 $\mu\text{g}/\text{m}^3$	Respirable Particulate Matter sampling and analysis
	Sulphur Dioxide (SO_2)	Annual Average * 24 hours **	80 $\mu\text{g}/\text{m}^3$ 120 $\mu\text{g}/\text{m}^3$	1.Improvedwest and Gaeke method 2.Ultraviolet fluorescene
	Oxide of Nitrogen as NO_2	Annual Average * 24 hours **	80 $\mu\text{g}/\text{m}^3$ 120 $\mu\text{g}/\text{m}^3$	1. Jacob & Hochheiser Modified (Na-Arsenic) Method 2. Gas phase Chemilumine-scence

Note:

* Annual Arithmetic mean for the measurements taken in a year, following the guidelines for frequency of sampling laid down in clause 2.

** 24hourly/8hourly values shall be met 92% of the time in a year. However, 8% of the time it may exceed but not on two consecutive days.

NATIONAL AMBIENT AIR QUALITY STANDARDS
New Delhi the 18th November 2009

In exercise of the powers conferred by Sub-section (2) (h) of section 16 of the Air (Prevention and Control of Pollution) Act, 1981 (Act No. 14 of 1981), and in supersession of the notification No(s).S.O.384(E), dated 11th April 1994 and S.O.935(E), dated 14th NOVEMBER 1998, the Central Pollution Control Board hereby notify the National Ambient Air Quality Standards with immediate effect.

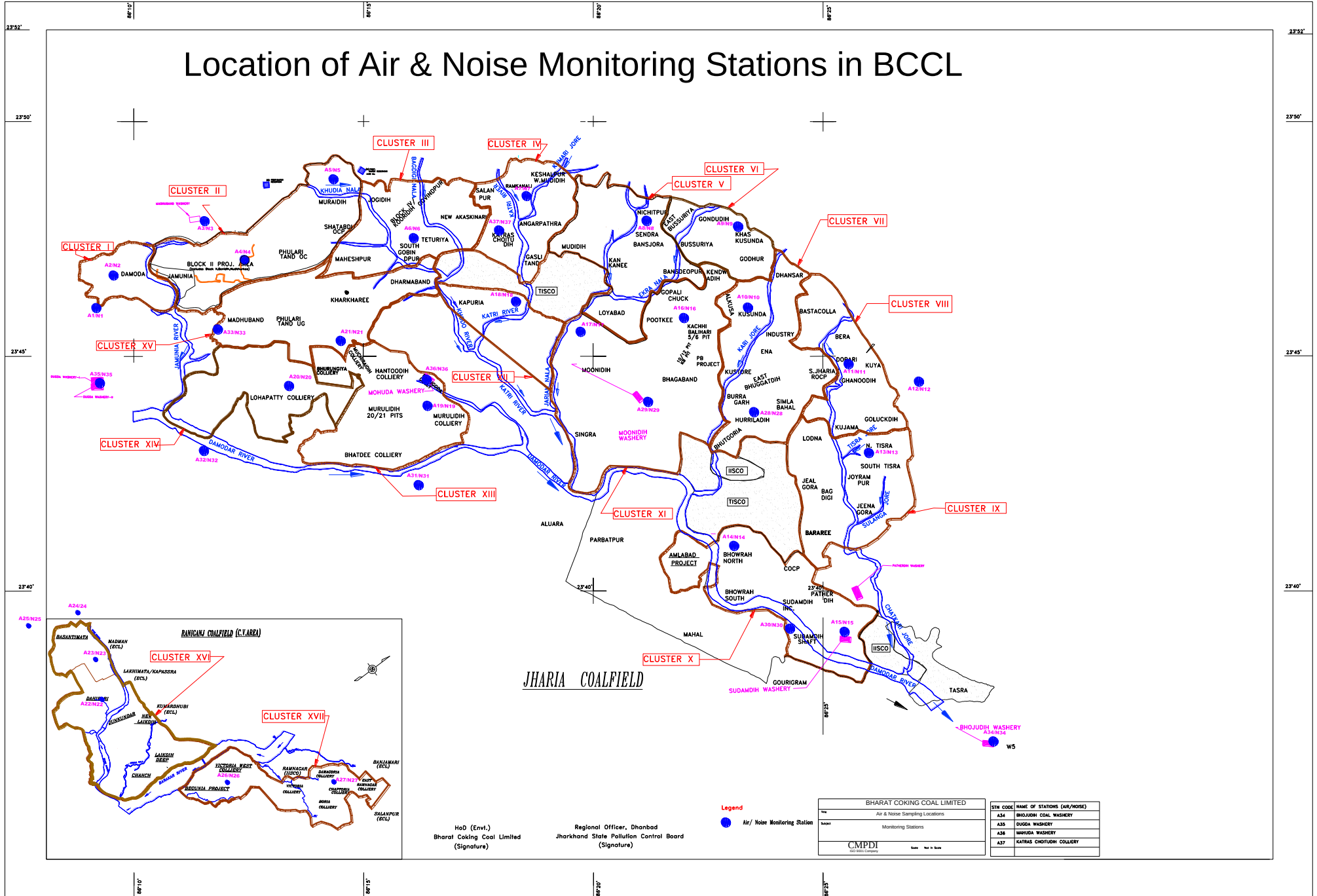
Pollutant	Time Weighted Average	Concentration in Ambient Air		Methods of Measurement
		Industrial, Residential I, Rural and other Areas	Ecologically Sensitive Area (Notified by Central Government)	
Sulphur Dioxide (SO₂), µg/m³	Annual * 24 Hours **	50 80	20 80	-Improved West and Gaeke Method -Ultraviolet Fluorescence
Nitrogen dioxide (NO₂), µg/m³	Annual * 24 Hours **	40 80	30 80	-Jacob & Hochheiser modified (NaOH-NaAsO ₂) Method -Gas Phase Chemiluminescence
Particulate Matter (Size less than 10µm) or PM₁₀, µg/m³	Annual * 24 Hours **	60 100	60 100	-Gravimetric -TEOM -Beta attenuation
Particulate Matter (Size less than 2.5µm) or PM_{2.5}, µg/m³	Annual * 24 Hours **	40 60	40 60	-Gravimetric -TEOM -Beta attenuation
Ozone (O₃) , µg/m³	8 Hours * 1 Hour **	100 180	100 180	-UV Photometric -Chemiluminescence -Chemical Method
Lead (Pb) , µg/m³	Annual * 24 Hours **	0.50 1.0	0.50 1.0	-AAS/ICP Method after sampling on EPM 2000 or equivalent filter paper -ED-XRF using Teflon filter
Carbon Monoxide (CO), mg/m³	8 Hours ** 1 Hour **	02 04	02 04	-Non dispersive Infrared (NDIR) Spectroscopy
Ammonia (NH₃), µg/m³	Annual * 24 Hours **	100 400	100 400	-Chemiluminescence -Indophenol blue method
Benzene (C₆H₆), µg/m³	Annual *	05	05	-Gas Chromatography (GC) based continuous analyzer -Adsorption and desorption followed by GC analysis
Benzo(a)Pyrene (BaP) Particulate phase only, ng/m³	Annual *	01	01	-Solvent extraction followed by HPLC/GC analysis
Arsenic (As), ng/m³	Annual *	06	06	-AAS/ICP Method after sampling on EPM 2000 or equivalent filter paper
Nickel (Ni), ng/m³	Annual *	20	20	-AAS/ICP Method after sampling on EPM 2000 or equivalent filter paper

* Annual Arithmetic mean of minimum 104 measurements in a year at a particular site taken twice a week 24 hourly at uniform intervals.

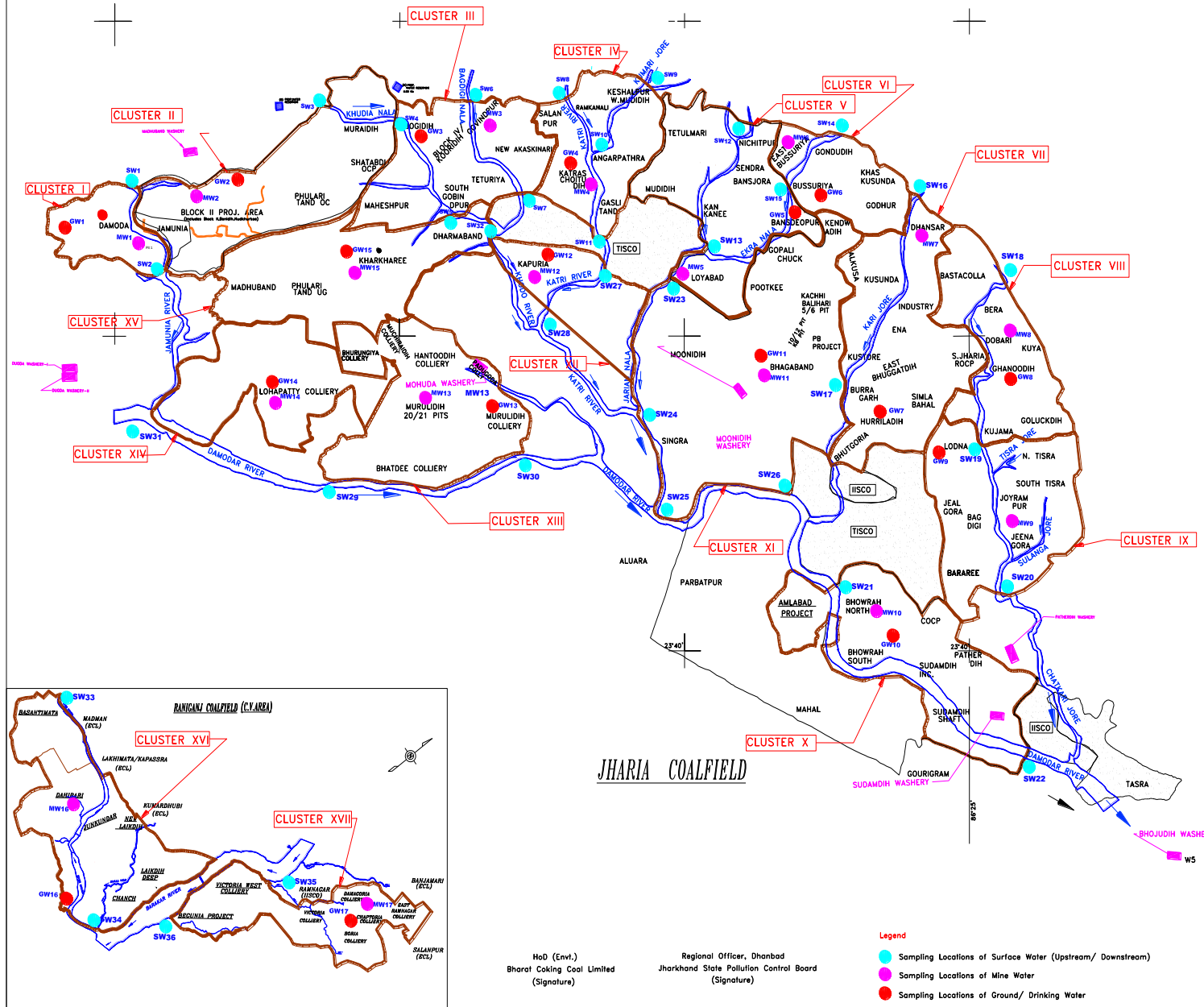
** 24 hourly or 8 hourly or 1 hourly monitored values, as applicable, shall be complied with 98% of the time in a year. 2% of the time, they JUNE exceed the limits but not on two consecutive days of monitoring.

NOTE: Whenever and wherever monitoring results on two consecutive days of monitoring exceed the limits specified above for the respective category, it shall be considered adequate reason to institute regular or continuous monitoring and further investigations.

Location of Air & Noise Monitoring Stations in BCCL



Water Sampling Locations in BCCL



INDEX

Cluster	Surface Water (U/S, D/S)	Name of River/Naala	Effluent Location	Sampling Location	Ground Water	Sampling Location
I	SW1, SW2	Damodar River	MW1	Damodar Area	GW1	Chutkura Village
II	SW3, SW4	Khudia Nala	MW2	Block II OCP	GW2	Joyrampur Village
III	SW4, SW5, SW6, SW7	Khudia Nala, Bagdigi Nala	MW3	Govindpur Colliery	GW3	Jogdih Village
IV	SW8, SW11, SW9, SW10	Kan River, Kuman Jore	MW4	Chotudih	GW4	Kankane Village
V	SW12, SW13, SW15	Jarian Nala, Ekra Nala	MW5	Mudidi	GW5	Nichitpur
VI	SW14, SW15	Ekra Nala	MW6	East Bassuria UGP	GW6	Bansara Borewell
VII	SW16, SW17	Kan Jore	MW7	Doban UGP	GW7	Humridih
VIII	SW18, SW19	Kan Jore	MW8	Doban UGP	GW8	Gharudih
IX	SW19, SW20	Kan Jore	MW9	Jemagora	GW9	Lodna
X	SW21, SW22	Damodar River	MW10	Bhowrah North	GW10	Bhowrah South
XI	SW23, SW24, SW25, SW26	Jarian Nala, Damodar River	MW11	Bhagaband UGP	GW11	Bhagaband
XII	SW27, SW28	Kan River	MW12	Kapuria	GW12	Kapuria
XIII	SW29, SW30	Damodar River	MW13	Murudih (20/21)	GW13	Murudih
XIV	SW31, SW32	Damodar River	MW14	Lohapatti	GW14	Lohapatti
XV	SW5, SW32	Kharkhane Nala	MW15	Kharkhane UGP	GW15	Kharkhane
XVI	SW33, SW34	Khudia River	MW16	Dahabari OCP	GW16	Pallabani Village
XVII	SW35, SW36	Barakar River	MW17	Damagoria Colliery	GW17	Chaptoria

Legend

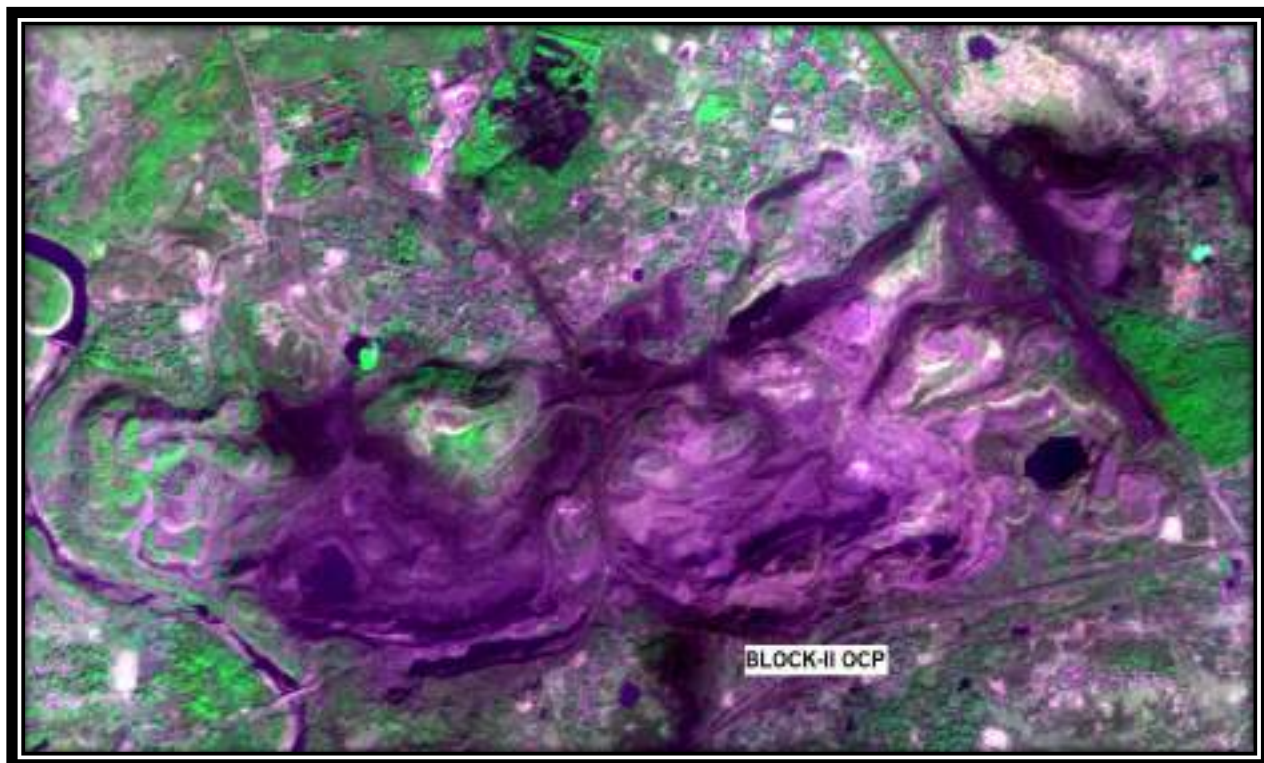
- Sampling Locations of Surface Water (Upstream/ Downstream)
- Sampling Locations of Mine Water
- Sampling Locations of Ground/ Drinking Water

HoD (Env.)
Bharat Coking Coal Limited
(Signature)

Regional Officer, Dhanbad
Jharkhand State Pollution Control Board
(Signature)

Company	BHARAT COKING COAL LIMITED
Title	WATER SAMPLING LOCATIONS
Subject	MONITORING STATIONS
CMPDI	Scale: Not to Scale

**Land Reclamation/ Restoration Monitoring of Open Cast Coal Mines
of Bharat Coking Coal Limited producing more than 5 million cu. m
(Coal+OB) based on Satellite Data of the Year 2019**



Submitted to
Bharat Coking Coal Limited



cmpdi
A Mini-Ratna Company

**Land Reclamation/ Restoration Monitoring of Opencast Coal Mines of
Bharat Coking Coal Limited producing more than 5 million cu. m
(Coal+OB) based on Satellite Data of the Year 2019**

March-2020



**Remote Sensing Cell
Geomatics Division
CMPDI, Ranchi**

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Executive Summary

- 1.0 Project** Land reclamation/ restoration monitoring of two opencast coal mines of Bharat Coking Coal Ltd. (BCCL) producing more than 5 million cu. m. of (Coal + OB) per year based on satellite data, regularly on annual basis.
- 2.0 Objective** Objective of the land reclamation/ restoration monitoring is to assess the areas of backfilled, plantation, social forestry, active mining, water bodies, and distribution of wasteland, agricultural land and forest area in the leasehold area of the project. This will help in assessing the progressive status of mined land reclamation and to take up remedial measures, if any, required for environmental protection.
- 3.0 Salient Findings**
- With a total leasehold area of 16.32 Km², two projects, Block-II and Muraidih were considered for land reclamation monitoring based on satellite data during 2019-20. Total excavated area is only 5.77 Km², of which 0.85 Km² area (14.73%) has been planted, 3.82 Km² area (66.20%) is under backfilling and 1.10 Km² area (19.06%) is under active mining. It is evident from the analysis that 80.94% of total area of the two OC projects has come under reclamation and balance 19.06% area is under active mining. Project wise details of reclamation are given in Table-1 & Fig -1.
 - On comparing the status of land reclamation for the year 2019 with respect to the year 2018, it is evident from the analysis that the area of land reclamation has increased from 4.48 Km² (Yr. 2018) to 4.67 Km² (Yr. 2019). This increase of an area of 0.19 Km² in land reclamation is the result of the efforts of the coal company taken up towards environmental protection. The area of plantation over backfilled area also increased by 17 ha. Of the two projects of BCCL considered for monitoring, Block - II has achieved land reclamation of 75.24% and Muraidih has 87.98%.

Table-1
Status of Land Reclamation in Bharat Coking Coal Limited based on Satellite Data for the Year 2019

(Projects producing more than 5 mcm of Coal+OB annually)

(Area in Sq. Kms.)

Sl. No.	Project	Total Leasehold Area	Technical Reclamation		Plantation						Area under Active Mining		Total Excavated Area		Total Area under Plantation (% Green Cover Generated in Leasehold Area)		Total Area under Reclamation	
			Area under Backfilling	Biological Reclamation		Other Plantations												
				Plantation on Excavated / Backfilled Area	Plantation on External Over Burden Dumps	Social Forestry, Avenue Plantation Etc.												
1	2	3	4		5		6		7		8		9 (=4+5+8)		10 (=5+6+7)		11(=4+5)	
			2018	2019	2018	2019	2018	2019	2018	2019	2018	2019	2018	2019	2018	2019	2018	2019
1	Block-II	9.07	2.18	2.22	0.16	0.18	0.1	0.14	0.57	0.59	0.84	0.79	3.18	3.19	0.83	0.91	2.34	2.40
			68.55%	69.59%	5.03%	5.64%					26.42%	24.76%			9.15%	10.03%	73.58%	75.24%
2	Muraidih	7.25	1.62	1.6	0.52	0.67	0.27	0.3	0.31	0.34	0.33	0.31	2.47	2.58	1.10	1.31	2.14	2.27
			65.59%	62.02%	21.05%	25.97%					13.36%	12.02%			15.17%	18.07%	86.64%	87.98%
	TOTAL	16.32	3.80	3.82	0.68	0.85	0.37	0.44	0.88	0.93	1.17	1.10	5.65	5.77	1.93	2.22	4.48	4.67
			67.26%	66.20%	12.04%	14.73%					20.71%	19.06%			11.83%	13.60%	79.29%	80.94%

(% is calculated with respected to Total Excavated Area as applicable)

Note In reference of the above Table-1, different parameters are classified as follows:

- 1 Area under **Biological Reclamation** includes Area under Plantation done on Backfill only
- 2 Area under **Technical Reclamation** includes Area under Backfilling only
- 3 Area under **Active Mining** includes Coal Quarry, Quarry filled with water & Advance Quarry Site, if any. Coal dump is excluded
- 4 Social Forestry and Plantation on External OB dumps are not included in Biological Reclamation, and are put under separate categories
- 5 (%) calculated in the above table is in respect of total excavated area except for "Total area under plantation" where % is in terms of leasehold area.

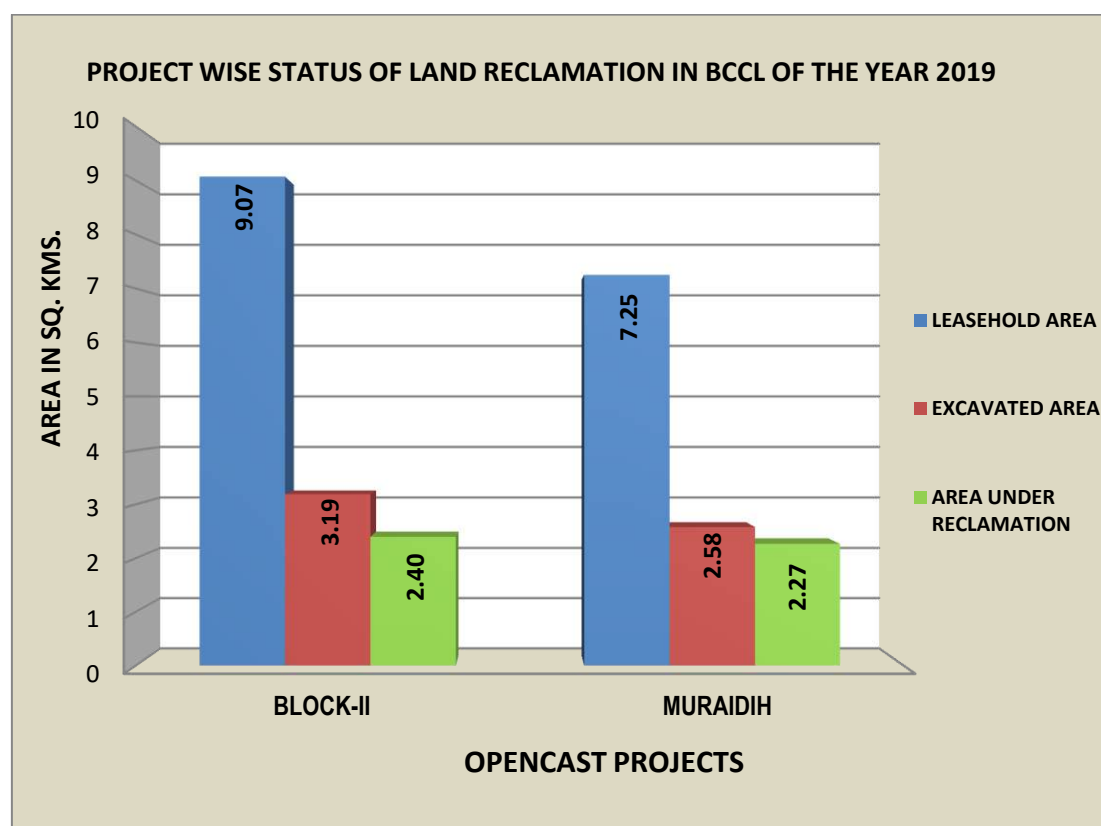


Fig. 1 Project wise Land Reclamation Status for the Year 2019

1.0 Background

- 1.1** Land is the most important natural resource which embodies soil, water, flora fauna and total ecosystem. All human activities are based on the land, which is a scarce natural resource in our country. Mining is a site specific industry and it could not be shifted anywhere else from the location where mineral occurs. It is a fact that surface mining activities do effect the land environment due to ground breaking. Therefore, there is an urgent need to reclaim and restore the mined out land for its productive use for sustainable development of mining. This will not only mitigate environmental degradation, but would also help in creating a more congenial environment for land acquisition by coal companies in future.
- 1.2** Keeping the above in view, M/s. Coal India Ltd. (CIL) issued a work order vide letter no. CIL/WBP/ENV/2011 dated 12.10.2012 to Central Mine Planning & Design Institute (CMPDI), Ranchi, for monitoring of land reclamation status of all the opencast coal mines having production of more than 5 million m³ per annum (Coal + OB taken together per annum) regularly on annual basis, and for monitoring of less than 5 million m³ per annum capacity (Coal +OB) projects at an interval of three years, based on remote sensing satellite data for sustainable development of mining. The work order was renewed vide letter no. CIL/WBP/ENV/2017/DP/8477 dated 21.09.2017 for a period of 5 more years from 2017-18 to 2021-22. The result of land reclamation status of all such mines are to be put on the website of CIL, (www.coalindia.in), CMPDI (www.cmpdi.co.in) and the concerned coal companies in public domain. Detailed report has to be submitted to Coal India and respective subsidiary companies.
- 1.3** Land reclamation monitoring of all opencast coal mining projects would also comply the statutory requirements of Ministry of Environment Forest & Climate Change (**MoEF&CC**). Such monitoring would not only facilitate in taking timely mitigation measures against environmental degradation, but would also enable coal companies to utilize the reclaimed land for larger socio-economic benefits in a planned way.

- 1.4** Present report is embodying the finding of the study based on satellite data of the year 2019 carried out for all the OC projects producing more than 5 mcm (Coal + OB) for Bharat Coking Coal Ltd. Satellite data of 13-01-2019 of ResourceSat-2, LISS-4, multispectral, 5 mtr. resolution was used for the present monitoring study.

2.0 Objective

Objective of the land reclamation/ restoration monitoring is to assess the area of backfilled, plantation, OB dumps, social forestry, active mining area, settlements and water bodies, distribution of wasteland, agricultural land and forest land in the leasehold area of the project. This is an important step taken up for assessing the progressive status of mined land reclamation and for taking up remedial measures, if any, required for environmental protection.

3.0 Methodology

There are number of steps involved between raw satellite data procurement and preparation of final map. National Remote Sensing Centre (NRSC) Hyderabad, being the nodal agency for satellite data supply in India, provides only raw digital satellite data, which needs further digital image processing for extracting the information and map preparation before uploading the same in the website. Methodology for land reclamation monitoring is given in fig 2. Following steps are involved in land reclamation /restoration monitoring:

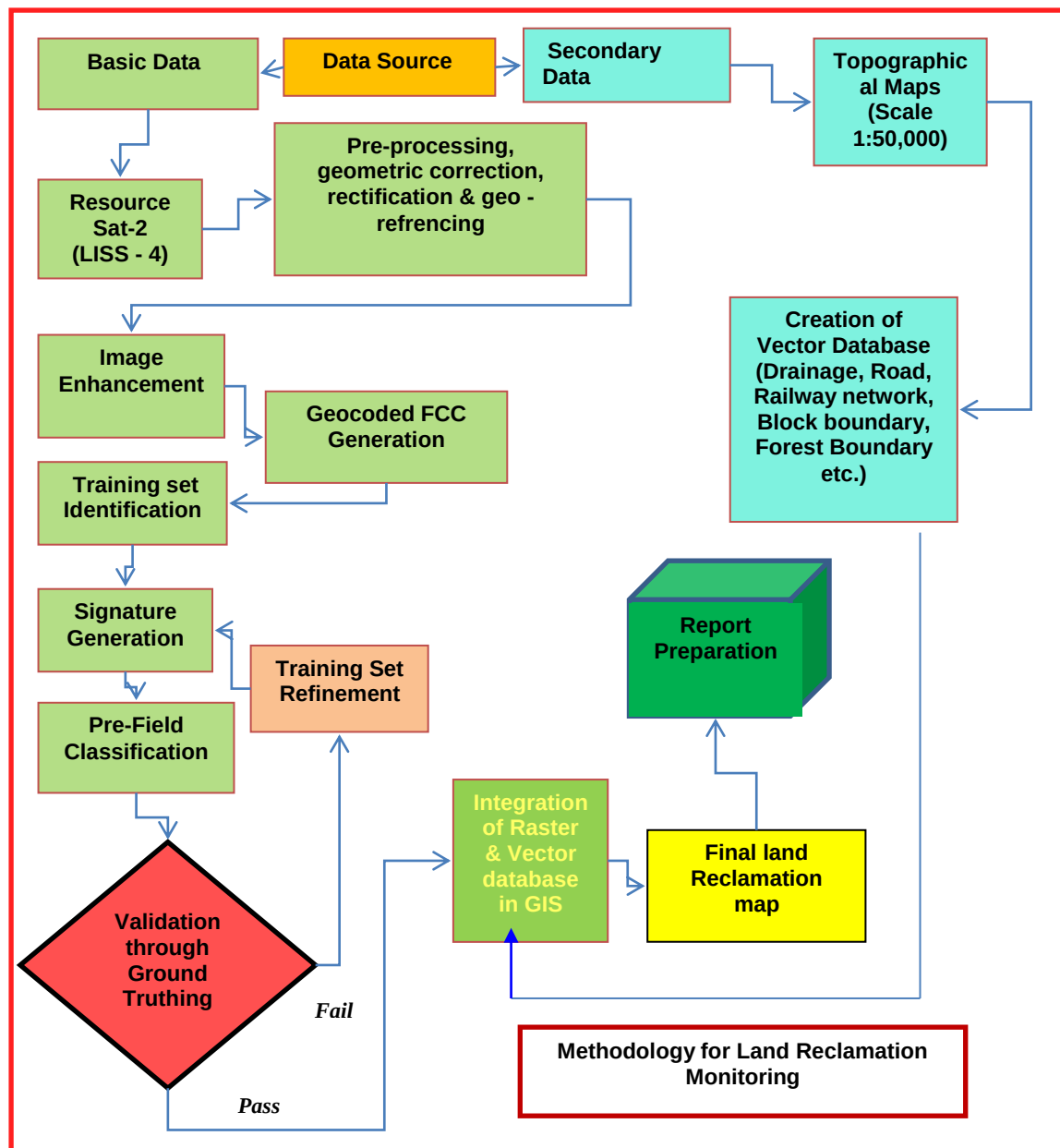


Fig. 2 *Methodology of Land Reclamation Monitoring*

3.1 Data Procurement: After browsing the data quality and date of pass on internet, supply order for data is placed to NRSC. Secondary data like leasehold boundary, topo sheets are procured for creation of vector database.

3.2 Satellite Data Processing: Satellite data are processed using ERDAS IMAGINE image processing s/w. Methodology involves the following major steps:

- **Rectification & Geo-referencing:** Inaccuracies in digital imagery may occur due to 'systematic errors' attributed to earth curvature and rotation as well as 'non-systematic errors' attributed to satellite receiving station itself. Digital images may contain geometric distortions, which make them unusable as maps. Therefore, geo-referencing / correction is required for correction of image data using ground control points (GCP) to make it compatible with the new series WGS-84 compatible Sol topo-sheet.
- **Image enhancement:**

To improve the interpretability of the raw data, image enhancement is necessary. Local operations modify the value of each pixel based on brightness value of neighbouring pixels using ERDAS IMAGINE 14.0 s/w. and enhance the image quality for interpretation.
- **Training set selection**

Training set requires to be selected, so that software can classify the image data accurately. The image data are analysed based on the interpretation keys. These keys are evolved from certain fundamental image-elements such as tone/colour, size, shape, texture, pattern, location, association and shadow. Based on the image-elements and other geo-technical elements like land form, drainage pattern and physiography; training sets were selected/identified for each land use/cover class. Field survey was carried out by taking selective traverses in order to collect the ground information (or reference data) so that training sets are selected accurately in the image. This was intended to serve as an aid for classification.
- **Classification and Accuracy assessment**

Image classification is carried out using the maximum likelihood algorithm. The classification proceeds through the following steps: (a) calculation of statistics [i.e. signature generation] for the identified training areas, and (b) the decision boundary of maximum probability based on the mean vector, variance, covariance and correlation matrix of the pixels. After evaluating the

statistical parameters of the training sets, reliability test of training sets is conducted by measuring the statistical separation between the classes that resulted from computing divergence matrix. The overall accuracy of the classification was finally assessed with reference to ground truth data.

- **Area calculation**

The area of each land use class in the leasehold area is determined using ERDAS IMAGINE 14.0 s/w.

- **Overlay of Vector data base**

Vector database is created based on secondary data. Vector layer like drainage, railway line, leasehold boundary, forest boundary etc. are superimposed on the image as vector layer in the Arc GIS 10.2 database.

- **Pre-field map preparation**

Pre-field map is prepared for validation of the classification result

3.3 Ground Truthing:

Selective ground verification of the land use classes are carried out in the field and necessary corrections if required, are incorporated before map finalization.

3.4 Land reclamation database on GIS:

- Land reclamation database is created on GIS platform to identify the temporal changes identified from satellite data of different cut - of dates. The database, boundary shape files (.shp), kml files and the Maps thus prepared confirm to the WGS-84 datum and UTM projected co-ordinated system.

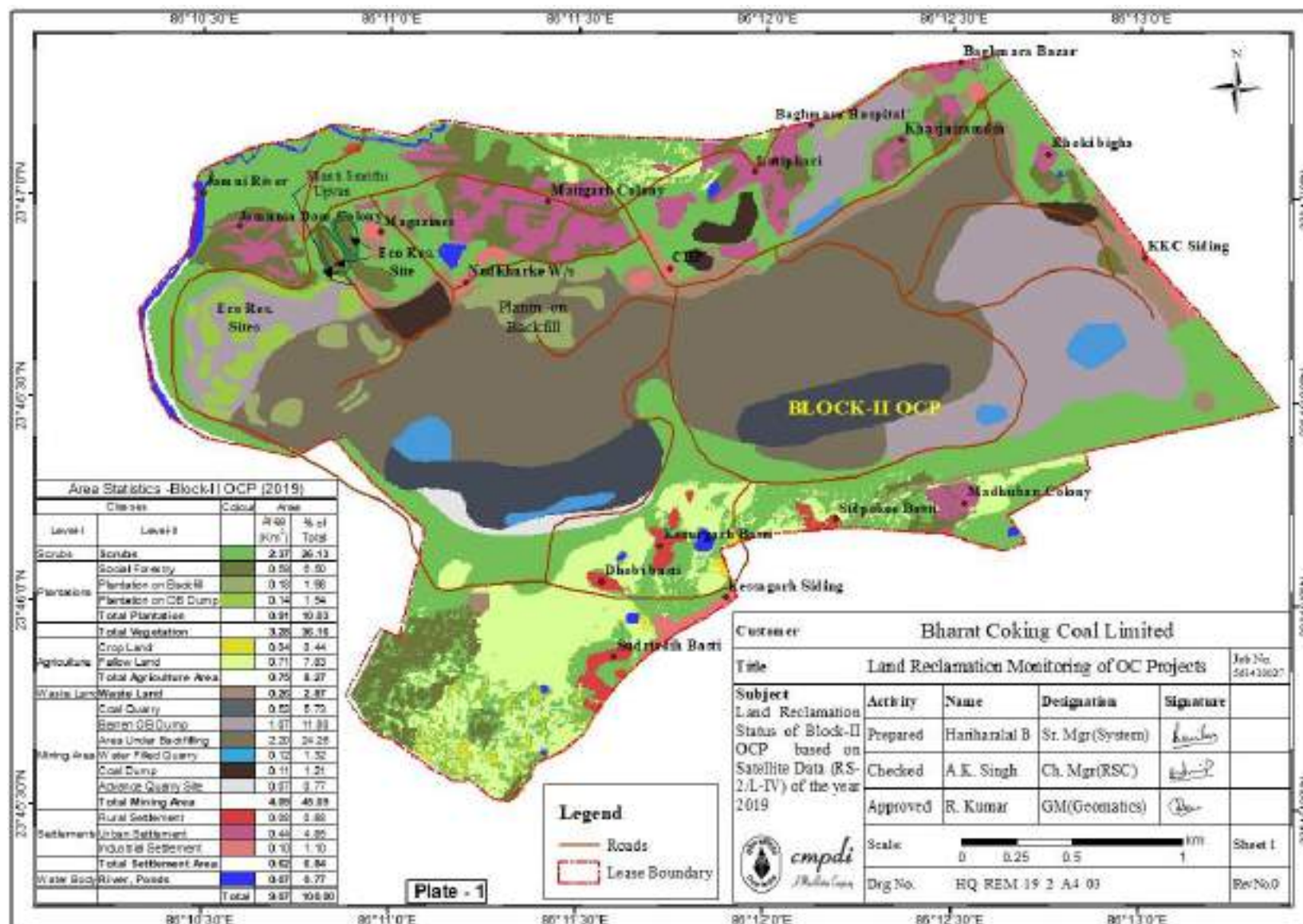
4.0 Land Reclamation Status in Bharat Coking Coal Ltd.

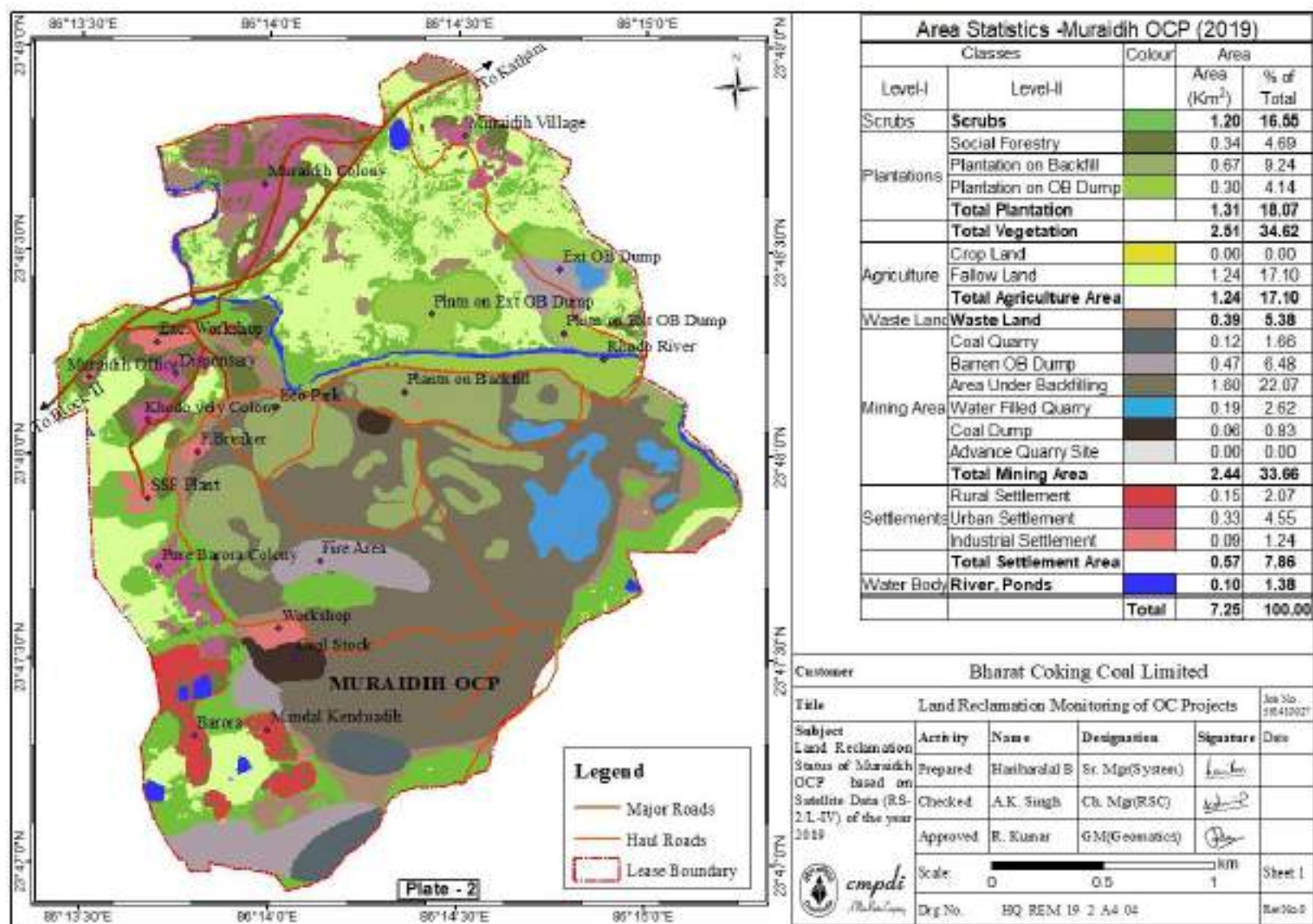
- 4.1 Following two OC projects of Bharat Coking Coal Ltd producing more than 5 million cubic m. (Coal + OB together) have been taken up for land reclamation monitoring in 2019, using satellite data, on annual basis:

Block-II and Muraidih

- 4.2 Project wise Land Reclamation status in BCCL for the year 2019 is given in Table-1 and also shown graphically in Fig-1. Area statistics of different land use classes present in the OC projects in the year 2019 is given in Table 2. Land use maps derived from the satellite data are given in Plate no. 1 & 2. Changes in land use status are shown in Fig. 3 & 4.
- 4.3 Study reveals that **80.94%** of total excavated area has come under reclamation by BCCL in the above two projects, out of which **14.74%** area has been re-vegetated, and 66.20% area is under backfilling.
- 4.4 After analyzing the satellite data of year 2019 vs. 2018, it is seen (from Table-1) that the plantation carried out on backfilled area, OB dumps as well as social forestry has increased from 1.93 Km² (11.83%) to 2.22 Km² (13.60%). Together, an increase of **0.29 Km²** area in social forestry/ backfilled area/ OB plantation, underlines the efforts taken up by the coal company (BCCL) towards plantation activities for land reclamation and environmental protection. With an eco-restoration park of **3.6 ha.** started in 2015-16, a new eco restoration area of **3.2 ha** is also developed by the company from 2018, over OB dump behind the coal stock yard of Block-II OCP.
- 4.5 An area of **6.5 ha.** developed by BCCL in 2016 in collaboration with The Energy and Resources Institute (**TERI**), Delhi, for bio-diversity through forest landscape restoration, over backfilled area of Muraidih OCP, is also maintained and growing well, which is a commendable job.

TABLE - 2								
Status of Land Use / Reclamation in OC Mines(>5m.cu.m) of Bharat Coking Coal Ltd. based on Satellite data of the Year 2019								
(Area in Sq Km)								
			BLOCK-II		MURAI DIH		TOTAL	
			Area	%	Area	%	Area	%
PLANTATION	Scrubs(A)		2.31	25.47	1.20	16.55	3.51	21.51
	Social Forestry		0.59	6.50	0.34	4.69	0.93	5.70
	Plantation on OB Dump		0.14	1.54	0.3	4.14	0.44	2.70
	Plantation on Backfill(Biological Reclamation)		0.18	1.98	0.67	9.24	0.85	5.21
	Total Plantation (B)		0.91	10.03	1.31	18.07	2.22	13.60
	Total Vegetation (A+B)		3.22	35.5	2.51	34.62	5.73	35.11
ACTIVE MINING	Coal Quarry		0.57	6.28	0.12	1.66	0.69	4.23
	Advance Quarry Site		0.10	1.10	0.00	0.00	0.10	0.61
	Quarry Filled With Water		0.12	1.32	0.19	2.62	0.31	1.90
	Area under Active Mining (D)		0.79	8.70	0.31	4.28	1.10	6.74
E	Coal Dump		0.11	1.21	0.06	0.83	0.17	1.04
	Barren OB Dump		1.07	11.80	0.47	6.48	1.54	9.44
	Area Under Backfilling(Technical Reclamation)		2.22	24.48	1.60	22.07	3.82	23.41
	Total Area under Mining Operation (D+E)		4.19	46.20	2.44	33.66	6.63	40.63
WASTELAND	Waste Lands		0.26	2.87	0.39	5.38	0.65	3.98
	Fly Ash Pond / Sand Body		0.00	0.00	0.00	0.00	0.00	0.00
WATERBODIES	Total Wasteland		0.26	2.87	0.39	5.38	0.65	3.98
	Reservoir, Nallah, Ponds		0.07	0.77	0.10	1.38	0.17	1.04
	Total Waterbodies		0.07	0.77	0.10	1.38	0.17	1.04
AGRICULTURE	Crop Lands		0.04	0.44	0.00	0.00	0.04	0.25
	Fallow Lands		0.67	7.39	1.24	17.1	1.91	11.70
	Total Agriculture		0.71	7.83	1.24	17.1	1.95	11.95
SETTLEMENTS	Urban Settlement		0.44	4.85	0.33	4.55	0.77	4.72
	Rural Settlement		0.08	0.88	0.15	2.07	0.23	1.41
	Industrial Settlement		0.10	1.10	0.09	1.24	0.19	1.16
	Total Settlement		0.62	6.84	0.57	7.86	1.19	7.29
	Grand Total		9.07	100.00	7.25	100.00	16.32	100.00





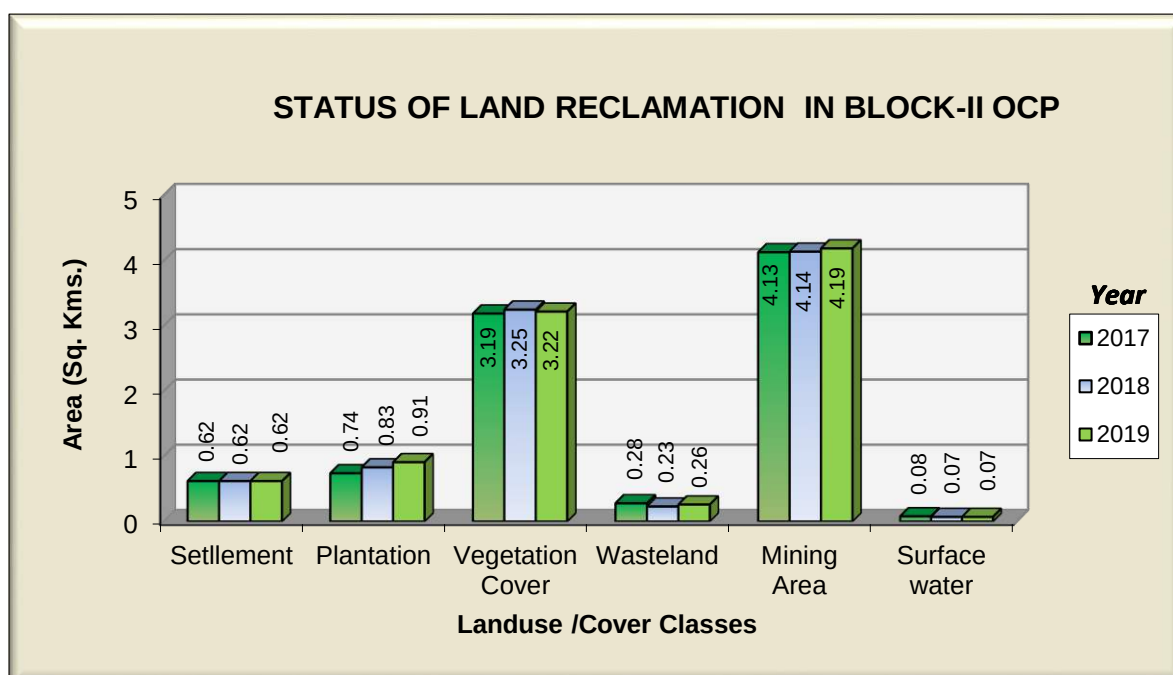


Figure 3 Status of Land Reclamation in Block-II OCP

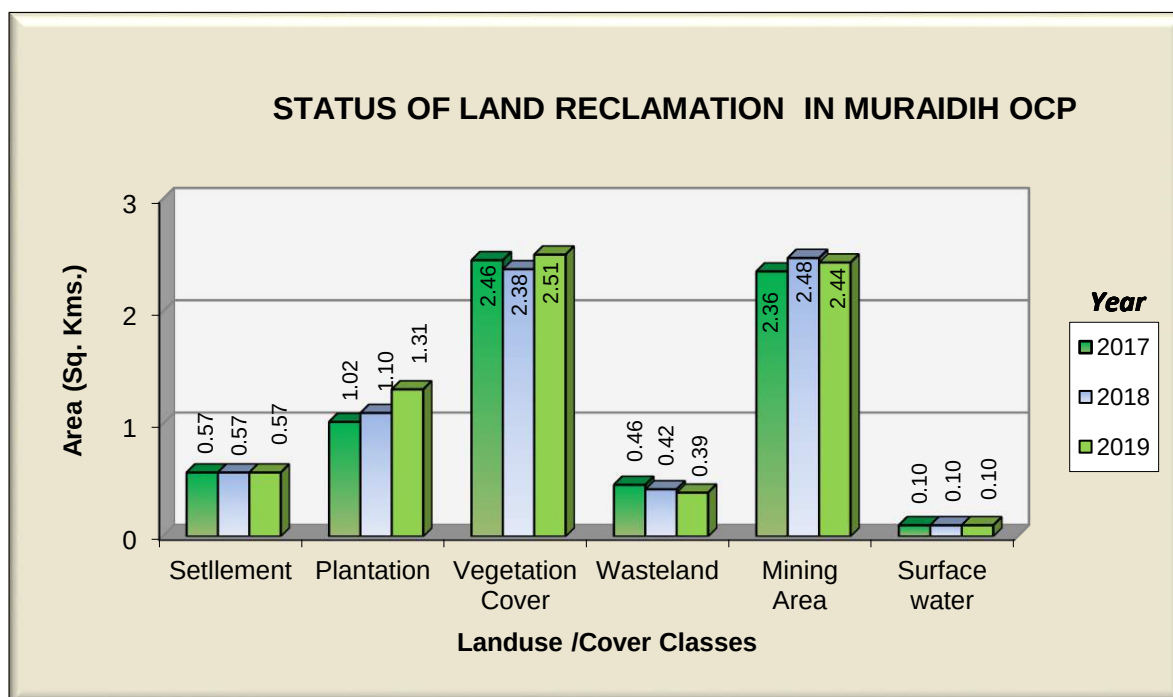


Figure 4 Status of Land Reclamation in Muraidih OCP



Photo-1. Eco Restoration Park (3.2 ha.) in Block-II OCP



Photo-2. Plantation carried out on backfilled area in Muraidih OCP



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Deposit in Escrow Accounts with Bank of Baroda/Union Bank of India

Rs. In lakhs

Sr No	ESCROW ACCOUNT AT BOB	A/C No	Deposit					Interest					Total	Interest					Total	G Total	
			2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2020-21	Total		2013-14	2014-15	2015-16	2016-17	2017-18			2018-19
1	MURKUDHISHABDI GRP OF MINES	00150100008816	270.79	284.33	298.55	313.48	329.15	345.61	-	-	1,841.91	10.30	26.70	50.67	63.11	81.78	109.71	141.91	138.81	622.98	2,464.89
2	PHILARTAND MIXED MINES	00150100009042	184.48	193.70	203.39	213.56	224.24	235.45	-	-	1,254.82	-	17.44	34.05	53.37	53.81	70.57	96.43	94.28	419.95	1,674.77
3	DAMODA GRP OF MINES	00150100008869	109.74	115.22	120.99	127.03	133.39	140.06	147.06	233.90	1,127.38	3.33	10.59	20.44	28.14	33.23	44.40	57.63	72.89	270.64	1,398.03
4	AMAL MURADHIL PHILARTAND MIXED MINES	00150100012014	-	-	-	-	-	-	-	608.79	608.79	-	-	-	-	-	-	-	4.53	613.32	1,222.11
5	MADHUBAND UG MINE	469403800002180	-	-	-	-	-	-	-	227.89	12.65	240.54	-	-	-	-	-	-	0.07	12.28	252.81
6	AMAL BLOCK II MINE	00150100009044	207.40	217.77	228.65	240.09	252.09	264.70	272.86	285.35	5,073.45	13.63	54.72	105.16	144.62	168.81	224.68	296.03	322.72	1,330.37	6,403.81
7	MAHESHPUR COLLIERY	00150100008834	38.40	15.84	16.63	17.46	18.34	19.25	20.22	21.23	167.37	1.46	3.73	5.09	5.47	6.46	8.18	10.16	12.47	53.02	220.39
8	KHARKHAREE COLLIERY	00150100008826	16.02	16.82	17.66	18.54	19.47	20.44	21.46	22.53	152.94	0.61	1.56	3.00	3.75	4.84	6.49	8.40	10.62	39.26	192.20
9	GOJIDHIL COLLIERY	00150100008833	39.85	8.58	9.01	9.46	9.94	10.43	10.96	11.50	109.73	1.52	3.87	4.61	4.55	5.05	6.12	7.34	8.77	41.83	215.96
10	GOVINDPUR UG	00150100008835	20.58	21.61	22.68	23.82	25.01	26.26	27.58	28.96	196.50	0.78	2.00	3.85	4.82	6.21	8.34	10.79	13.65	50.44	246.94
11	BLOCK IV KOORDHIL MINE	00150100008834	100.83	105.87	111.16	116.72	122.56	128.68	135.12	141.88	962.82	3.84	9.80	18.85	23.62	30.45	40.85	52.86	60.69	240.95	1,203.77
12	SNAC	00150100008831	60.59	63.62	66.80	70.14	73.65	77.34	81.19	85.26	578.59	2.31	5.89	11.33	14.19	18.30	24.55	31.77	36.47	144.80	723.39
13	SNAC TOTAL	237.34	237.34	243.94	256.14	265.40	276.97	282.40	296.53	311.36	2,167.95	10.51	26.85	46.72	56.41	71.30	94.51	121.31	142.67	570.29	2,738.24
14	AKWMC	00150100009051	189.04	198.50	208.42	218.84	229.18	240.05	251.45	262.90	1,879.26	3.79	9.68	18.64	26.62	33.35	42.01	54.52	68.96	256.05	4,252.08
15	SNAC	00150100009053	51.05	19.48	20.45	21.48	22.48	23.48	24.48	25.48	1,389.68	-	4.82	6.48	8.62	11.24	14.42	18.30	22.32	93.34	1,120.61
16	SALANPUR UG MINE	00150100009050	84.13	20.08	21.09	22.14	23.14	24.14	25.14	26.14	1,339.09	-	7.95	9.65	12.05	15.05	19.03	24.10	29.10	97.31	436.39
17	KATRAS CHATTUDDH	00150100010046	-	-	-	-	-	-	-	-	752.99	-	-	-	-	-	-	-	-	-	916.08
18	GASHTAND COLLIERY	00150100010048	-	-	-	-	-	-	-	-	430.91	-	-	-	-	-	-	-	-	-	473.03
19	NIGHTPUR COLLIERY	00150100008825	99.66	104.64	109.88	115.37	121.14	127.20	133.56	140.08	879.26	3.79	9.68	18.64	26.62	33.35	42.01	54.52	68.96	256.05	4,252.08
20	TEJULMARI COLLIERY	00150100008833	129.16	135.62	142.40	149.52	156.99	164.84	173.09	181.74	1,233.36	4.91	12.55	24.15	30.26	39.00	52.32	67.71	80.28	311.20	1,544.56
21	SENDRA BANSHORA COLLIERY	00150100008832	52.96	55.61	58.39	61.31	63.51	66.69	70.02	73.52	502.01	2.02	5.15	9.90	12.41	15.99	21.40	27.65	30.81	125.32	672.33
22	MIDDHIL COLLIERY	00150100008829	118.24	124.15	130.36	136.87	143.72	150.90	158.45	166.37	1,129.06	4.50	11.49	22.11	27.70	35.70	47.90	61.99	78.43	289.82	1,418.88
23	LOVABAD COLLIERY	00150100008826	83.75	19.73	20.72	21.75	22.84	23.98	25.18	26.44	244.39	3.19	8.14	9.82	12.40	15.98	16.12	16.12	16.12	90.78	335.14
24	KANKANE COLLIERY	00150100010073	-	-	-	-	-	-	-	-	695.82	-	-	-	-	-	-	-	-	-	763.70
25	BANSDEOPUR COLLIERY	00150100011831	-	-	-	-	-	-	-	-	216.64	-	-	-	-	-	-	-	-	-	223.86
26	KUSINDA OCP	00150100008870	103.82	109.01	114.46	120.18	126.19	132.50	139.13	146.08	991.38	3.15	10.01	19.34	26.62	33.35	42.01	54.52	68.96	256.05	1,247.43
27	EAST BASNARYA OC	00150100008876	48.31	50.72	53.26	55.92	58.72	61.65	64.73	67.97	461.28	1.47	4.66	9.00	12.40	16.33	19.54	23.37	32.09	119.14	580.41
28	DIHANSAR(CDC)	00150100008939	92.02	96.62	101.45	106.52	111.85	117.43	123.16	129.04	652.72	1.40	8.80	17.11	24.60	27.68	35.75	43.74	50.99	210.05	862.77
29	GOBHUR GRP OF MINES	00150100009048	55.23	57.99	60.89	63.94	67.13	70.49	74.01	77.72	527.41	-	5.22	10.19	15.98	15.98	15.98	15.98	15.98	134.38	661.79
30	BASSARYA UG MINE	00150100008944	151.88	5.91	6.21	6.52	6.83	7.19	7.55	7.92	200.03	2.30	14.52	15.03	15.18	15.38	15.62	15.87	18.98	110.95	310.98
31	GOVINDHUKHUS KUSINDA OC	00150100008875	134.40	141.12	148.18	155.59	163.37	171.53	180.11	189.12	1,283.41	4.08	12.96	25.04	32.46	40.69	54.38	70.58	89.28	331.47	1,614.88
32	ENA OCP	00150100008938	47.67	50.05	52.55	55.18	57.94	60.85	63.90	67.05	459.10	0.72	4.56	8.86	12.74	14.34	18.52	25.04	31.76	116.54	575.64
33	PB GRP OF MINES	00150100009045	84.91	34.30	36.02	37.82	39.71	41.70	43.78	45.97	364.20	-	8.03	10.95	14.69	13.58	16.77	22.00	27.01	113.02	583.389
34	BURRAGABI UG	00150100008821	6.67	7.00	7.35	7.72	8.11	8.50	8.94	9.38	63.68	0.25	0.65	1.25	1.56	2.01	2.64	3.31	4.18	15.86	79.54
35	HURRABADH UG	00150100008820	8.49	7.22	7.58	7.96	8.35	8.77	9.21	9.67	67.25	0.32	0.83	1.44	1.56	2.20	2.94	3.69	4.66	17.21	84.46
36	BITUGORIA UG	00150100008818	7.43	7.80	8.19	8.60	9.03	9.48	9.95	10.45	70.93	0.28	0.72	1.39	1.74	2.24	2.94	3.69	4.66	17.67	88.60
37	GOPALCHOK UG	00150100008819	75.49	11.06	11.61	12.19	-	-	-	-	110.35	2.87	7.34	8.28	7.86	8.48	9.21	10.03	10.99	65.07	175.42
38	GOPALCHOK MINE	00150100010972	-	-	-	-	-	-	-	-	266.19	-	-	-	-	-	-	-	-	-	292.16
39	KENDWADH OC MINE	00150100011299	-	-	-	-	-	-	-	-	178.92	-	-	-	-	-	-	-	-	-	190.02
40	BASTACOLLA COLLIERY	00150100008877	20.63	21.67	22.75	23.89	25.08	26.33	27.65	29.06	1,121.52	3.73	17.56	23.31	27.42	28.52	38.10	54.56	72.70	265.89	1,387.41
41	BERA COLLIERY	00150100008873	48.69	51.13	53.69	56.37	59.17	62.07	65.07	68.16	312.05	0.63	1.99	3.84	5.29	6.25	8.35	10.84	13.71	50.89	362.94
42	DODARI COLLIERY	00150100008935	5.50	5.78	6.06	6.34	6.62	6.90	7.18	7.46	275.83	1.48	4.83	9.08	12.50	14.75	17.29	20.32	22.56	102.82	378.65
43	GANSHODH OCP	00150100008936	78.35	82.27	86.38	90.70	95.23	99.99	104.99	-	637.91	1.19	7.49	14.57	20.94	23.57	30.44	41.03	46.01	176.72	1,823.14
44																					

Deposit in Escrow Accounts with Bank of Baroda/Union Bank of India

Rs. In lakhs

Sr No	ESCROW ACCOUNT AT	A/C No	Deposit									Interest									Total	G Total
			2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	Total	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21			
63	DAHIBARI BASANTIMATA OCP	00150100008828	128.57	135.00	141.75	148.84	156.28	164.09	172.30	180.91	1,227.74	4.89	-	24.04	30.12	38.82	52.09	67.41	73.91	303.78	1,531.52	
64	KALYANESHWARI GRP OF MINES	00150100009042	209.61	220.09	231.09	242.65	254.78	234.28	246.00	458.54	2,097.04	-	19.79	38.68	60.64	60.69	80.16	107.41	117.37	484.73	2,581.77	
65	BEGUNIA COLLIERY	00150100001365	460.06	383.99	403.18	423.35	-	110.92	-	-	110.92	9.53	44.30	77.05	105.06	115.54	0.04	6.80	7.47	14.31	125.23	
	TOTAL		5,416.00	4,511.20	4,612.78	4,692.61	5,721.18	6,192.78	6,087.63	6,828.89	44,063.05	113.47	520.36	905.26	1,222.04	1,351.30	1,810.27	2,406.08	2,858.39	11,187.17	55,250.23	
GRAND TOTAL																						

Note: In 2018-19, the amount deposited in MCP approved in Dobari Colliery is difference of amount provided in Board in Feb 2018 and amount deposited upto March 2018 as per MCP approved in July 2015.

ANNEXURE-VII

GVTC Performance report for the month of March- 2021

Name of GVTC: - GVTC Barora, Barora Area

Combined Report of Barora and Block- 2 Areas

1. Training as per MVT Rules, 1966 :-

Types of Training (Departmental)	Duration (in Days)	This Month		Cumulative	
		Target	Achievement (Training Completed)	Target	Achievement (Training Completed)
Basic / Initial	12 / 18/48	APNE	00	APNE	24
Refresher	12	38	32	511	552

2. Special Training as per MVT Rules: -

Types of Training	Duration In Days	This Month		Cumulative	
		Target	Achievement	Target	Achievement
Reorientation	12	-----	00		00
Trg. on handling Explosives	12	----	00		25
Trg. on Gas Testing	01		00		27
Trg. for change of job	12	-----	04		24
First Aid	01		00		27

3. Training as per Safety Conference Recommendation: -

Name of the Training Programme	Duration In days	Target	Achievement (This month)					Total Cumulative
			Exe.	O/M	M/S	F/M	Worker	
St. Trg. for Tech. Supervisors.	01		00	00	00	00	00	27
Fire Fighting	01		00	00	00	00	00	47
Roof Support	01							00
Solid Blasting	01		00	00	00	00	00	25
Workmen Inspector			00	00	00	00	00	28
Safety Committee Member	01		00	00	00	00	00	28
Air Borne Dust Survey			00	00	00	00	00	26
HEMM Workers	01		00	00	00	00	00	47
Contractors' Workers	12/18/48						01	159
Training of qualified employees for Mining Sirdar Exam	01							10
Need based Special Training Programme for Operation, Maintenance and Repairing of "BE 1000-1 Excavator"	01		00	0	0	0	00	27
Need base training for "PPE & Safety Gadgets" used in Mines	01		00	00	00	00	00	26
Need based training on Worklife balance and leadership development for female employees (8March)							36	36

A D 31.03.2021

Group Training Officer

GVTC Barora.

Details of Refresher Training, March-2021

Name of GVTC: - GVTC Barora, Name of Area: - Barora Area

1. Specific categories of Open Cast Workers / Supervisors: -

Types of training	Duration In days	This month		Cumulative	
		Target	Achievement	Target	Achievement
Drillers	12		03		13
Blasting Crew	12		01		06
Dumper Operators	12		04		65
Shovel Operators	12		02		18
Dozer Operators	12		00		11
Dragline Operators	12		00		01
Fitter / Mechanics	12		07		133
Electricians	12		00		18
Auto Electricians	12		03		15
Others	12		11		131
Total (Open Cast)			31		411

1. Specific Categories of Underground Workers / Supervisors: -

Types of Training	Duration in days	This Month		Cumulative	
		Target	Achievement	Target	Achievement
Trammer	12		00		27
Track Layers	12		00		06
Drillers	12		00		05
Support Personnel	12		00		16
Persons handling Explosive	12		00		10
Fitter / Mechanics	12		00		06
Electricians	12		00		00
Machine Operators/Drivers	12		00		18
Welders & Gas Cutters	12		00		00
Ventilation Gang	12		00		00
Fan Attendants	12		00		00
Winding Engine Drivers	12		00		00
Banksman / Onsetter	12		00		00
Others	12		01		53
Total (Underground)			01		141

31.03.2021

Group Training Officer
GVTC Barora, Barora Area

Additional Monthly Report (Ref.:- G.R.I. Guideline) for the Month of March- 2021

Name of GVTC: GVTC Barora, Barora Area				Month: March		Year: 2021		
(1)	(2)	(3)	(4)	(5)	(6)	(7)		(8)
Course Name	From --To	No. of Days	Nos. of Participants	Male Participants	Female Participants	Total Man days (272)		Total Training Hours
All trainings	01.03.2021	26	73	37	36	Male	Female	2036
	To 31.03.2021					236	36	

(9)		(10)		(11)		(12)				(13)	
Total Training Hours		Executive Participants		Non-Executive Participants		S/C Participants		S/T Participants		OBC Participants	
Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
1748	288	00	Nil	37	36	06	10	03	1	18	19

-----0-----0-----0-----

Training of Contractual Workers:

Surface		Opencast		UG		Mandays	
This Month	Cumulative	This Month	Cumulative	This Month	Cumulative	This Month	Cumulative
00	00	00	Trainees-75	01 (Basic MINOP)	84	UG = 20	2815

Total Training Completed and Certificate issued up to March 2021 = 159

S. N.	Type of Training	SC	ST	OBC	General	Male	Female	Total This Month	Cumulative
1	Initial	00	01	00	00	01	00	01	115
2	Refresher	00	00	00	00	00	00	00	44

A2
31.03.2021

Group Training Officer
GVTC Barora, Barora Area

POLLUTION UNDER CONTROL CERTIFICATE

Authorised By:
Transport Department, Government of Jharkhand



TEST RESULT : PASS
VALID TILL: 01/Oct/2021

Certificate No.: JH01002580000108
 Registration No.: JH100K3506
 Owner Name: SANJAY UDYOG PVT LTD
 Chassis No.: MBKMC5AE9JN020210
 Engine No.: 6DJA27911
 Type of Vehicle: Goods Carrier
 Make: MAN TRUCKS INDIA PVT. LTD.
 Model: AAKN0054F01_LF20_16_TYM
 Vehicle Category: HEAVY GOODS VEHICLE
 Date of Registration: 05/Feb/2018
 Emission Norms: BHARAT STAGE IV
 Fuel: DIESEL
 Date of Testing: 02/Oct/2020
 Test Equipment: Netel (India) Ltd
 Manufacturer Name: NPM-SM-111B
 Test Equipment: 2052
 Serial No.: 2052

DIESEL DRIVEN VEHICLES
Certified that the vehicle conforms to the standards prescribed under rule 115(2) of CMV Rules 1989

FUEL	Light Absorption Coefficient (Permissible Limit)	Measured Value
DIESEL	1.62	1.10334

Date of Testing: 11:16:34
 Fee Charged: Rs. 300.00
 Fee Charged: (three hundred rupees only)
 In case of any complaint Please write to Transport Commissioner Jharkhand
 Auto Emission Testing Centre Code: JH0100258
 Testing Centre Name: M/S SRI RAM AUTO POLLUTION CENTRE
 Centre Address: BHIKHRAJPUR KARMATAND, BALIAPUR, 826004
 Test Conducted By: SURESH KUMBHAKAR

**TEST RESULT FOR DIESEL VEHICLE**

	Idle RPM	MAX RPM	K VALUE	OIL TEMP
TEST 1	75.0	731.0	2.53	0.0
TEST 2	557.0	6631.0	0.46	0.0
TEST 3	285.0	6578.0	0.32	0.0
AVG	305.66667	4646.66667	1.10334	0.0

This is a computer generated certificate and does not require signature

Authorised By:
Transport Department, Government of Jharkhand



TEST RESULT : PASS
VALID TILL: 27/Feb/2022

DIESEL DRIVEN VEHICLES

Certified that the vehicle conforms to the standards
prescribed under rule 115(2) of CMV Rules 1989

FUEL	Light Absorption Coefficient (Permissible Limit)	Measured Value
DIESEL	1.62	0.71667

Reg. No. JH01000580000061
No. JH10AL8011
Name BAIKUNTH SAHU
MAT448062D3F*****
B591803231F633*****
Vehicle Goods Carrier
TATA MOTORS LTD
LPK2518
Category HEAVY GOODS VEHICLE
Registration 30/Aug/2013
Status BHARAT STAGE III/IV
Fuel DIESEL
Expiry 28/Feb/2021
Owner Naman Electronics
Owner Name
Owner Model NAMTECH SM S4
Owner Serial 2019/NAM/09-715

Time 13:25:59
Fee Rs.300.0
Fee (three hundred rupees only)
Any complaint Please write to Transport
Department Jharkhand
Auto Emission Testing Centre Code: JH0100058
Testing Centre Name: M/S
RADHASWAMI FUELS
Centre Address: DUMRA
NAWAGARH, BAGHMARA
DHANBAD, 828201
Test Conducted By: NIGAM KUMAR



TEST RESULT FOR DIESEL VEHICLE

	IDLE RPM	MAX RPM	K VALUE	OIL TEMP
ST 1	790.0	2360.0	0.75	72.0
ST 2	805.0	2350.0	0.7	72.0
ST 3	805.0	2415.0	0.7	72.0
VG	800.0	2375.0	0.71667	72.0

This is a computer generated certificate and does not require signature
Fuel Norms entered by PUC center JH0100058 manually, Please visit RTO and correct norms

POLLUTION UNDER CONTROL CERTIFICATE

Authorised By:

Transport Department, Government of Jharkhand



TEST RESULT : PASS
VALID TILL: 23/Sep/2021

Sl. No.: JH01000720000166
Registration No.: JH10AJ9171
Owner Name: RAM KISHUN SAH
Chassis No.: MAT448062D2C*****
Engine No.: B591803231C633*****
Type of Vehicle: Goods Carrier
Manufacturer: TATA MOTORS LTD
Model: LPK2518
Vehicle Category: HEAVY GOODS VEHICLE
Date of Registration: 18/May/2013
Emission Norms: BHARAT STAGE III
Fuel: DIESEL
Date of Testing: 24/Mar/2021
C Equipment: I3SYS
Manufacturer Name: I3SYS
C Equipment: ECM1601
Manufacturer Model: ECM1601
C Equipment Serial: C0481



DIESEL DRIVEN VEHICLES
Certified that the vehicle conforms to the standards
prescribed under rule 115(2) of CMV Rules 1989

FUEL	Light Absorption Coefficient (Permissible Limit)	Measured Value
DIESEL	2.45	0.155

Date of Testing: 10:47:12
Fee Charged: Rs.300.0
Fee Charged:
(three hundred rupees only)
In case of any complaint Please write to Transport
Commissioner Jharkhand

Auto Emission Testing Centre Code:
JH0100072
Testing Centre Name: DUMRA PETROL
SERVICE STATION
Centre Address: DUMRA, BAGHMARA,
POST-NAWAGARH, DHANBAD, 828306
Test Conducted By: SUBHASH KUMAR
AGARWAL



TEST RESULT FOR DIESEL VEHICLE

	IDLE RPM	MAX RPM	K VALUE	OIL TEMP
TEST 1	609.0	1803.0	0.133	27.0
TEST 2	633.0	1888.0	0.166	27.0
TEST 3	794.0	1901.0	0.166	27.0
AVG	678.66667	1864.0	0.155	27.0

This is a computer generated certificate and does not require signature
Fuel Norms entered by PUC center JH0100072 manually, Please visit RTO and correct norms

POLLUTION UNDER CONTROL CERTIFICATE

Authorised By:

Transport Department, Government of Jharkhand

**TEST RESULT : PASS**
VALID TILL: 28/Jun/2021**DIESEL DRIVEN VEHICLES**

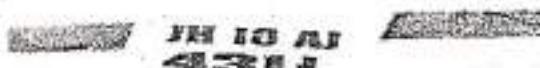
Certified that the vehicle conforms to the standards prescribed under rule 115(2) of CMV Rules 1989

FUEL	Light Absorption Coefficient (Permissible Limit)	Measured Value
DIESEL	1.62	0.51234

Vehicle SL No.: JH01000650000114
Registration No.: JH10AJ4311
Owner Name: SANJAY KUMAR
Owner Address: JALSWAL
Engine No.: MAT448117D3C06570
Chassis No.: B591803231C63316769
Type of Vehicle: Goods Carrier
Manufacturer: TATA MOTORS LTD
Model: LPK2518
Vehicle Category: HEAVY GOODS VEHICLE
Date of Registration: 16/Apr/2013
Emission Norms: BHARAT STAGE III/IV
Fuel Type: DIESEL
Date of Testing: 29/Jun/2020
Testing Equipment: Naman Electronics
Manufacturer Name: Naman Electronics
Testing Equipment: Naman Electronics
Manufacturer Model: NAMTECH SM 54
Vehicle Name: NAMTECH SM 54
Testing Equipment Serial: 2019/NAM/09-714

Date of Testing: 09:05:21
Charged: Rs.300.0
Charged: (three hundred rupees only)
In case of any complaint Please write to Transport Commissioner, Jharkhand

Auto Emission Testing Centre Code: JH0100065
Testing Centre Name: M/S JAI JAGDAMDEY FUEL STATION
Centre Address: BARA PANDEYDIH, BAGHMARA, DHANBAD, JHARKHAND, 828307
Test Conducted By: SHASHI KUMAR MAHATHA

**TEST RESULT FOR DIESEL VEHICLE**

	IDLE RPM	MAX RPM	K VALUE	OIL TEMP
TEST 1	1023.0	2460.0	0.063	30.0
TEST 2	1023.0	2340.0	0.04	30.0
TEST 3	1023.0	4120.0	1.434	30.0
AVG	1023.0	2973.33334	0.51234	30.0

This is a computer generated certificate and does not require signature
Fuel Norms entered by PUC center JH0100065 manually, Please visit RTO and correct norms

TESTING ORDER CONTROL CERTIFICATE

Authorised By:
Transport Department, Government of Jharkhand



TEST RESULT : PASS
VALID TILL: 28/Jun/2021

DIESEL DRIVEN VEHICLES
Certified that the vehicle conforms to the standards
prescribed under rule 115(2) of CMV Rules 1989

FUEL	Light Absorption Coefficient (Permissible Limit)	Measured Value
DIESEL	1.62	0.51234

Registration No. JH01000650000114
Registration No. JH10AJ4311
Owner Name SANTAY KUMAR
Jaiswal
Engine No. MAT448117D3C06570
Chassis No. B591803231C63316769
Type of Vehicle: Goods Carrier
Make: TATA MOTORS LTD
Model: LPK2518
Vehicle Category: HEAVY GOODS VEHICLE
Date of Registration: 16/Apr/2013
Current Status: BHARAT STAGE III/IV
Fuel: DIESEL
Date of Testing: 29/Jun/2020
Test Equipment: Naman Electronics
Manufacturer Name: NAMTECH SM 54
Manufacturer Model: NAMTECH SM 54
Test Equipment Serial: 2019/NAM/09-714



Test Time: 09:05:21
Test Charges: Rs.300.0
Test Charges: (three hundred rupees only)
If you have any complaint Please write to Transport
Department, Jharkhand
Auto Emission Testing Centre Code: JH0100065
Testing Centre Name: M/S JAI
JAGDAMDEY FUEL STATION
Centre Address: BARA
PANDEYDIH, BAGHMARA, DHANBAD,
JHARKHAND, 828307
Test Conducted By: SHASHI KUMAR
MAHATHA

TEST RESULT FOR DIESEL VEHICLE

	IDLE RPM	MAX RPM	K VALUE	OIL TEMP
TEST 1	1023.0	2460.0	0.063	30.0
TEST 2	1023.0	2340.0	0.04	30.0
TEST 3	1023.0	4120.0	1.434	30.0
AVG	1023.0	2973.33334	0.51234	30.0

This is a computer generated certificate and does not require signature
Fuel Norms entered by PUC center, JH0100065 manually, Please visit RTO and correct norms

POLLUTION UNDER CONTROL CERTIFICATE

Authorised By:
Transport Department, Government of Jharkhand



TEST RESULT : PASS
VALID TILL: 04/Sep/2021

Certificate SI No.: JH01001960002219
Registration No.: JH10AN7092
Owner Name: MANISH KUMAR AGARWAL
Chassis No.: MAT44B117E2B*****
Engine No.: BS91803241B633*****
Class of Vehicle: Goods Carrier
Make: TATA MOTORS LTD
Model: LPT2518TC
Vehicle Category: HEAVY GOODS VEHICLE
Date of Registration: 28/Mar/2014
Emission Norms: BHARAT STAGE III
Fuel: DIESEL
Date of Testing: 05/Mar/2021
PUC Equipment Manufacturer Name: AVL India Pvt Ltd
PUC Equipment Manufacturer Model: AVL 437C
Name: Name
PUC Equipment Serial No.: 4801

DIESEL DRIVEN VEHICLES
Certified that the vehicle conforms to the standards prescribed under rule 115(2) of CMV Rules 1989

FUEL	Light Absorption Coefficient (Permissible Limit)	Measured Value
DIESEL	2.45	0.77667



Time of Testing: 17:57:54
Fee Charged: Rs.300.0
Fee Charged: (three hundred rupees only)
In case of any complain Please write to Transport Commissioner Jharkhand

Auto Emission Testing Centre Code: JH0100196
Testing Centre Name: RUDRA ENTERPRISES
Centre Address: HIRAK ROAD JAMUATAND, DUMRA BAGHMARA DHANBAD, 828306
Test Conducted By: MADHUKAR RAM GUPTA



TEST RESULT FOR DIESEL VEHICLE

	IDLE RPM	MAX RPM	K VALUE	OIL TEMP
TEST 1	705.0	3035.0	0.74	88.0
TEST 2	710.0	3050.0	0.77	88.0
TEST 3	705.0	2985.0	0.82	88.0
AVG	706.66667	3023.33334	0.77667	88.0

This is a computer generated certificate and does not require signature
Fuel Norms entered by PUC center JH0100196 manually, Please visit RTO and correct norms

EMISSION UNDER CONTROL CERTIFICATE Authorised By: Transport Department, Government of Jharkhand



TEST RESULT : PASS
VALID TILL: 25/Mar/2022

DIESEL DRIVEN VEHICLES

Certified that the vehicle conforms to the standards prescribed under rule 115(2) of CMV Rules 1989

FUEL	Light Absorption Coefficient (Permissible Limit)	Measured Value
DIESEL	1.62	1.12667

Certificate SL No.: JH01000650000794
 Registration No.: JH10AH9338
 Owner Name: ANIL KUMAR
 Chassis No.: MAT448062D3A*****
 Engine No.: B591803231A633*****
 Class of Vehicle: Goods Carrier
 Make: TATA MOTORS LTD
 Model: LPK2518
 Vehicle Category: HEAVY GOODS VEHICLE
 Date of Registration: 28/Feb/2013
 Emission Norms: BHARAT STAGE III/IV
 Fuel: DIESEL
 Date of Testing: 26/Mar/2021
 PUC Equipment Manufacturer Name: Naman Electronics
 PUC Equipment Manufacturer Model: NAMTECH SM 54
 PUC Equipment Serial No.: 2019/NAM/09-714

Date of Testing: 10:42:27
 Fee Charged: Rs.300.0
 Fee Charged: (three hundred rupees only)

In case of any complaint Please write to Transport Commissioner Jharkhand

Auto Emission Testing Centre Code: JH0100065
 Testing Centre Name: M/S JAI JAGDAMDEY FUEL STATION
 Centre Address: BARA PANDEYDIH, BAGHMARA, DHANBAD, JHARKHAND, 828307
 Test Conducted By: SHASHI KUMAR MAHATHA



TEST RESULT FOR DIESEL VEHICLE

	IDLE RPM	MAX RPM	K VALUE	OIL TEMP
TEST 1	700.0	2240.0	1.05	0.0
TEST 2	700.0	2300.0	1.13	0.0
TEST 3	700.0	2200.0	1.2	0.0
AVG	700.0	2246.66667	1.12667	0.0

This is a computer generated certificate and does not require signature
 Fuel Norms entered by PUC center JH0100065 correctly. Please visit RTO and correct norms

POLLUTION UNDER CONTROL CERTIFICATE

Authorised By:
Transport Department, Government of Jharkhand



TEST RESULT : PASS
VALID TILL: 27/Dec/2021

Certificate St. No.: JH01000720000138
Registration No.: JH10AL0358
Owner Name: DHANANJAY MAHTO
Chassis No.: MAT448062D2H09053
Engine No.: B591803231H63340744
Class of Vehicle: Goods Carrier
Make: TATA MOTORS LTD
Model: LPK2518
Vehicle Category: HEAVY GOODS VEHICLE
Date of Registration: 27/Sep/2013
Emission Norms: BHARAT STAGE III/IV
Fuel: DIESEL
Date of Testing: 28/Dec/2020
PUC Equipment: 135YS
Manufacturer Name: ECM1601
PUC Equipment: Name
Manufacturer Model: ECM1601
PUC Equipment Serial No.: C0481



DIESEL DRIVEN VEHICLES

Certified that the vehicle conforms to the standards prescribed under rule 115(2) of CMV Rules 1989

FUEL	Light Absorption Coefficient (Permissible Limit)	Measured Value
DIESEL	1.62	0.098

Time of Testing: 15:31:28
Fee Charged: Rs.300.0
Fee Charged: 50
(three hundred rupees only)

In case of any complain Please write to Transport Commissioner Jharkhand

Auto Emission Testing Centre Code: JH0100072
Testing Centre Name: DUMRA PETROL SERVICE STATION
Centre Address: DUMRA, BAGHMARA, POST-NAWAGARH, DHANBAD, 828306
Test Conducted By: SUBHASH KUMAR AGARWAL



TEST RESULT FOR DIESEL VEHICLE

	IDLE RPM	MAX RPM	K VALUE	OIL TEMP
TEST 1	603.0	1859.0	0.098	27.0
TEST 2	713.0	2048.0	0.098	27.0
TEST 3	723.0	2027.0	0.098	27.0
AVG	679.66667	1978.0	0.098	27.0

This is a computer generated certificate and does not require signature
Fuel Norms entered by PUC center JH0100072 manually, Please visit RTO and correct norms

Dhananjay Mahto

EMISSION UNDER CONTROL CERTIFICATE

Authorised By:
Transport Department, Government of Jharkhand



TEST RESULT : PASS
VALID TILL: 14/Jul/2021



DIESEL DRIVEN VEHICLES

Certified that the vehicle conforms to the standards prescribed under rule 115(2) of CMV Rules 1989

Certificate No.: JH01001960001932
Registration No.: JH10AG9148
Owner Name: BHIM LAL RAWANI
Chassis No.: MAT448085C3N32431
Engine No.: B591803221L63302378
Class of Vehicle: Goods Carrier
Make: TATA MOTORS LTD
Model: LPK2518
Vehicle Category: HEAVY GOODS VEHICLE
Date of Registration: 10/Dec/2012
Emission Norms: BHARAT STAGE III
Fuel: DIESEL
Date of Testing: 15/Jan/2021
PUC Equipment: AVL India Pvt Ltd
Manufacturer Name: AVL India Pvt Ltd
PUC Equipment: AVL 437C
Manufacturer Model Name: AVL 437C
PUC Equipment Serial No.: 4801

FUEL	Light Absorption Coefficient (Permissible Limit)	Measured Value
DIESEL	2.45	1.64334



Time of Testing: 11:20:43
Fee Charged: Rs.300.0
Fee Charged: (three hundred rupees only)

Auto Emission Testing Centre Code: JH0100196
Testing Centre Name: RUDRA ENTERPRISES
Centre Address: HIRAK ROAD JAMUATAND, DUMRA BAGHMARA DHANBAD, 828306
Test Conducted By: MADHUKAR RAM GUPTA

In case of any complain Please write to Transport Commissioner Jharkhand

TEST RESULT FOR DIESEL VEHICLE

	IDLE RPM	MAX RPM	K VALUE	OIL TEMP
TEST 1	680.0	2960.0	1.62	75.0
TEST 2	690.0	3000.0	1.66	75.0
TEST 3	690.0	2990.0	1.65	75.0
AVG	686.66667	2983.33334	1.64334	75.0

This is a computer generated certificate and does not require signature
Fuel Norms entered by PUC center JH0100196 manually. Please visit RTO and correct norms

POLLUTION UNDER CONTROL CERTIFICATE

Authorised By:
Transport Department, Government of Jharkhand



TEST RESULT : PASS
VALID TILL: 28/Sep/2021

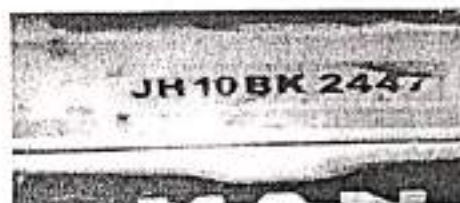
DIESEL DRIVEN VEHICLES
Certified that the vehicle conforms to the standards
prescribed under rule 115(2) of CMV Rules 1989

FUEL	Light Absorption Coefficient (Permissible Limit)	Measured Value
DIESEL	1.62	0.59

Certificate No.: JH01002580000053
Registration No.: JH10BK2447
Owner Name: SANJAY UDYOG PVT LTD
Chassis No.: MBKMCSAE23N020212
Engine No.: 6DJA27909
Class of Vehicle: Goods Carrier
Make: MAN TRUCKS INDIA PVT.
LTD.
Model: AAKN0054FD1_LF20_16_TYM
Vehicle Category: HEAVY GOODS VEHICLE
Date of Registration: 05/Feb/2018
Emission Norms: BHARAT STAGE IV
Fuel: DIESEL
Date of Testing: 29/Sep/2020
PUC Equipment
Manufacturer Name: Netel (India) Ltd
PUC Equipment
Manufacturer Model: NPM-SM-111B
Name
PUC Equipment: 2052
Serial No.

Time of Testing: 11:44:24
Fee Charged: Rs.300.0
Fee Charged: (three hundred rupees only)

Auto Emission Testing Centre Code: JH0100258
Testing Centre Name: M/S SRI RAM
AUTO POLLUTION CENTRE
Centre Address: BHIKHRAJPUR
KARMATAND, BALIAPUR, 826004
Test Conducted By: SURESH
KUMBHAKAR



TEST RESULT FOR DIESEL VEHICLE

	IDLE RPM	MAX RPM	K VALUE	OIL TEMP
TEST 1	85.0	5872.0	0.6	0.0
TEST 2	891.0	4660.0	0.58	0.0
TEST 3	952.0	2570.0	0.59	0.0
AVG	642.66667	4367.33334	0.59	0.0

This is a computer generated certificate and does not require signature

S



BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
OFFICE OF THE GENERAL MANAGER
BLOCK-II AREA, PO-NAWAGARAH, DHANBAD-828306
CIN:U10101JH1972GO1000918
Tel. No-0326-2393108/Fax No-0326-2393108

Ref: GM/B-II/18-19/ ८३२

Date: 24.10.2018

To,
The Mukhiya
Dumra (North) Gram Panchayat

Sub: Regarding submission of EC letter of Cluster-II groups of mines, BCCL.
Ref-EC letter no. J-11015/35/2011-IA.II(M) dt 06.02.2013

Dear Sir,
Environmental clearance of Cluster-II groups of mines, BCCL has granted by ministry of Environment, Forest and Climate Change vide EC letter no. J-11015/35/2011-IA.II(M) dt 06.02.2013. As per general condition no.xiv of EC letter, Please find enclosed herewith the above referred letter. This is for your kind information and record.

Encl: As above

Yours Sincerely

[Signature]
General Manager
Block-II Area

Copy to:
1. Dy. GM (Env), Koyla Bhawan.

Received
Gurpreet Arora
मुखिया २५-१०-१८
ग्राम पंचायत डुमरा उत्तर
ब्लॉक-II- नावागारा (धनबाद)

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BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
OFFICE OF THE GENERAL MANAGER
BLOCK-II AREA, PO-NAWAGARAH, DHANBAD-828306
CIN:U10101JH1972GO1000918
Tel. No-0326-2393108/Fax No-0326-2393108

Ref: GM/B-II/18-19/ ८३२

Date: 24.10.2018

To,
The Mukhiya
Dumra (South) Gram Panchayat

Sub: Regarding submission of EC letter of Cluster-II groups of mines, BCCL.
Ref-EC letter no. J-11015/35/2011-IA.II(M) dt 06.02.2013

Dear Sir,
Environmental clearance of Cluster-II groups of mines, BCCL has granted by ministry of Environment, Forest and Climate Change vide EC letter no. J-11015/35/2011-IA.II(M) dt 06.02.2013. As per general condition no.xiv of EC letter, Please find enclosed herewith the above referred letter. This is for your kind information and record.

Encl: As above

Yours Sincerely

[Signature]
General Manager
Block-II Area

Copy to:
1. Dy. GM (Env), Koyla Bhawan.

Received
Namrata Singh
मुखिया २५-१०-१८
ग्राम पंचायत डुमरा दक्षिण
ब्लॉक-II- नावागारा (धनबाद)



BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
OFFICE OF THE GENERAL MANAGER
BLOCK-II AREA, PO-NAWAGARAH, DHANBAD-828306
CIN:U10101JH1972GO1000918
Tel. No-0326-2393108/Fax No-0326-2393108

Ref: GM/B-II/18-19/ १३५

Date: 24.10.2018

To,
The Mukhiya
Barera Gram Panchayat

Sub: Regarding submission of EC letter of Cluster-II groups of mines, BCCL.

Ref-EC letter no. J-11015/35/2011-IA.II(M) dt 06.02.2013

Dear Sir,

Environmental clearance of Cluster -II groups of mines, BCCL has granted by ministry of Environment, Forest and Climate Change vide EC letter no. J-11015/35/2011-IA.II(M) dt 06.02.2013. As per general condition no.xiv of EC letter, Please find enclosed herewith the above referred letter. This is for your kind information and record.

Encl: As above

Yours Sincerely

General Manager
Block-II Area

Copy to:
1. Dy. GM (Env), Koyla Bhawan.

Received
मरीज देवी
25/10/2018
मुखिया
ग्राम पंचायत बरेरा



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Received
अमिता देवी
25/10/2018
(मुखिया) मुखिया-ग्राम पंचायत मुन्सिह