



COAL INDIA LIMITED

**MANUAL FOR CIVIL ENGINEERING
WORKS
(MCEW)**

(Updated up to October 2023)



PART – I

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PART – I**

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INTRODUCTION

Coal India Limited (CIL) the state-owned coal mining corporate came into being in November 1975. With a modest production of 79 Million Tonnes (MTs) at the year of its inception CIL, today is the single largest coal producer in the world and one of the largest corporate employer with manpower of 248550 (as on 1st April, 2022). CIL functions through its subsidiaries in 84 mining areas spread over eight (8) states of India. Coal India Limited has 318 mines (as of 1st April 2022) of which 141 are underground, 158 opencast, and 19 mixed mines and also manages other establishments like workshops, hospitals, and so on. CIL has ten fully owned Indian subsidiary companies, Eastern Coalfields Limited (ECL), Bharat Coking Coal Limited (BCCL), Central Coalfields Limited (CCL), Western Coalfields Limited (WCL), South Eastern Coalfields Limited (SECL), Northern Coalfields Limited (NCL), Mahanadi Coalfields Limited (MCL), Central Mine Planning & Design Institute Limited (CMPDIL), CIL Navi Karniya Urja Limited for development of non-conventional/clean & renewable energy and CIL Solar PV Limited for development of solar photovoltaic module. In addition, CIL has a foreign subsidiary in Mozambique namely Coal India Africana Limitada (CIAL). Further CIL has four Joint Venture companies- Hindustan Urvarak & Rasayan Limited, Talcher Fertilizers Ltd., CIL NTPC Urja Pvt. Ltd. and Coal Lignite Urja Vikas Private Limited.

Coal India limited and its subsidiaries have been spending substantial amount of their budget in procurement of works and services for its production support, welfare activities of its employees and community development.

To ensure that these procurements are made by following a uniform, systematic, efficient and cost-effective procedure and also to ensure fair and equitable treatment of bidders/ contractors, there are statutory provisions; rules; financial, vigilance, security, safety, counter- trade and other regulations; orders and guidelines of the Government on the subject of public procurement (hereinafter referred as 'Procurement Guidelines') which provide framework for the public procurement system.

This manual has been prepared in line with "Manual for Procurement of Works (updated June 2022)" issued by Department of Expenditure, Ministry of Finance, Government of India.

The comprehensive procurement guidelines are intended to serve basic norms and practices governing public procurements of works especially Civil Engineering departments who undertakes major construction activities in CIL and its subsidiaries.

Though this manual has been prepared for Civil Engineering Works but it shall be applicable for E&M and other works too. In such cases, the term 'Civil' in that case may be construed as executing department as per context.

PROCUREMENT GLOSSARY

- i) "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers.
- ii) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any eligible person or firm or company, including a **Joint Venture** (that is an association of several persons, or firms or companies), participating in a procurement process with a Procuring Entity.
- iii) "(Standard) Bid(ding) documents" (including the term 'tender (enquiry) documents' or 'Request for Proposal Documents' – RfP documents in certain contexts) means a document issued by the Procuring Entity, including any amendment thereto, that sets out the terms and conditions of the given procurement and includes the invitation to bid. A Standard (Model) Bidding Document is the standardised template to be used for preparing Bidding Documents after making suitable changes for specific procurement.
- iv) "Bidder empanelment/enlistment document" means a document issued by a procuring entity, including any amendment thereto, that sets out the terms and conditions of empanelment/enlistment proceedings and includes the invitation to empanelment/enlistment.
- v) "Bid security" (including the term 'Earnest Money Deposit'(EMD), in certain contexts) means a security from a bidder securing obligations resulting from a prospective contract award with the intention to avoid: the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents; failure to sign the contract or failure to provide the required security for the performance of the contract after an offer has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the tender documents.
- vi) "Class-I local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under the Public Procurement (Preference to Make in India), Order 2017.
- vii) "Class-II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under the Public Procurement (Preference to Make in India), Order 2017.
- viii) "Competent Authority" means the officer (s) who have been delegated powers to approve the decision.
- ix) "Consultancy services" covers a range of services that are of an advisory or professional nature and are provided by consultants. These Services typically involve providing expert or strategic advice e.g., management consultants, policy consultants or communications consultants, Advisory and project related Consultancy Services and include, for example: feasibility studies, project management, engineering services, Architectural Services, finance and accounting services, training and development. It may include small works or supply of goods or non-Consultancy services which are incidental or consequential to such services.
- x) "Enlisted Contractor" means any contractor who is on a list of enlisted contractors of the procuring entity.
- xi) "Enlisting authority" means an authority which enlists bidders for different categories of procurement.
- xii) "Enlistment" means including the name of the contractor in the list of after verification of credentials.
- xiii) "e-Procurement" means the use of information and communication technology (specially the internet) by the Procuring Entity in conducting its procurement processes with bidders for the acquisition of goods (supplies), works and services with the aim of open, non-discriminatory and efficient procurement through transparent procedures.
- xiv) "Goods" includes all articles, material, commodity, livestock, medicines, furniture, fixtures, raw material, consumables, spare parts, instruments, machinery, equipment, industrial plant, vehicles, aircrafts, ships, railway rolling stock assemblies, sub-assemblies, accessories, a group of machines comprising an integrated production process or such other categories of goods or intangible, products like technology

- transfer, licenses, patents or other intellectual properties (but excludes books, publications, periodicals, etc., for a library), procured or otherwise acquired by a Procuring Entity. Procurement of goods may include certain small work or some services, which are incidental or consequential to the supply of such goods, such as transportation, insurance, installation, commissioning, training and maintenance.
- xv) "Indenter" (or the term 'User (Department)' in certain contexts) means the entity and its officials initiating a procurement indent, that is, a request to the Procuring Entity to procure goods, works or services specified therein.
- xvi) "Inventory" means any material, component or product that is held for use at a later time.
- xvii) "Invitation to (pre-)qualify" means a document including any amendment thereto published by the Procuring Entity inviting offers for pre-qualification from prospective bidders.
- xviii) "Invitation to Enlist" means a document including any amendment thereto published by the procuring entity inviting offers for bidder enlistment from prospective bidders.
- xix) "Invitation to register" means a document including any amendment thereto published by the Procuring Entity inviting offers for bidder registration from prospective bidders.
- xx) "Local Content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, 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.
- xxi) "Non-Local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under the Public Procurement (Preference to Make in India), Order 2017.
- xxii) "Notice inviting tenders" (including the term 'Invitation to bid' or 'request for proposals' in certain contexts) means a document and any amendment thereto published or notified by the Procuring Entity, which informs the potential bidders that it intends to procure goods, services and/or works.
- xxiii) "Other services" (including the term 'Non-consultancy services' in certain contexts) are defined by exclusion as services that cannot be classified as Consultancy Services. Other services involve routine repetitive physical or procedural non-intellectual outcomes for which quantum and performance standards can be tangibly identified and consistently applied and are bid and contracted on such basis. It may include small works, supply of goods or consultancy service, which are incidental or consequential to such services. other services may include transport services; logistics; clearing and Forwarding; courier services; upkeep and maintenance of office/ buildings/ Estates (other than Civil & Electrical Works etc.); drilling, aerial photography, satellite imagery, mapping and similar operations etc.
- xxiv) "Outsourcing of Services" means deployment of outside agencies on a sustained long-term (for one year or more) for performance of other services (Non-consultancy Services) which were traditionally being done in-house by the employees of Coal India Limited and its subsidiaries (e.g. OB removal, coal extraction, Loading of coal, Coal Transportation and other related services for mining activities, Security Services, Horticultural Services, Janitor/ Cooking/ Catering/ Management Services for Hostels and Guest Houses, Cleaning/ Housekeeping Services, Errand/ Messenger Services, and so forth). Besides outsourcing, other services also include procurement of short-term stand-alone services.
- xxv) "Pre-qualification (bidding) procedure" means the procedure set out to identify, prior to inviting bids, the bidders that are qualified to participate in the procurement.
- xxvi) "Pre-qualification document" means the document including any amendment thereto issued by a Procuring Entity, which sets out the terms and conditions of the pre-qualification bidding and includes the invitation to pre-qualify.
- xxvii) "Procurement" or "public procurement" (or 'Purchase', or 'Government Procurement/ Purchase' in certain contexts) means acquisition by way of purchase, lease, license or otherwise, either using public funds or any other source of funds (e.g. grant, loans, gifts, private investment etc.) of goods, works or services or any combination thereof, including award of Public Private Partnership projects, by a

Procuring Entity, whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition of goods, works or services without consideration, and the term "procure" or "procured" shall be construed accordingly.

xxviii) "Procurement contract" (including the terms 'Purchase Order' or 'Supply Order' or 'Withdrawal Order' or 'Work Order' or 'Consultancy Contract' or 'Contract for other services' under certain contexts), means an agreement relating to the subject matter of procurement, entered into between the Procuring Entity and the supplier, service provider or contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country. The term "contract" will also include "rate contract" and "framework contract".

The agreement shall include the notice inviting tender, the tender/bid 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, frozen terms and 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 document accepted by the bidder (i.e., bid/ tender/ proposal/ offer) shall constitute the contract.

xxix) "(Public) Procurement Guidelines" means guidelines applicable to Public Procurement, consisting of under relevant context a set of – i) Statutory Provisions (The Constitution of India; Indian Contract Act, 1872; Sales of Goods Act, 1930; IT Act and other laws as relevant to the context); ii) Rules & Regulations; Delegation of Financial Power Rules and any other regulation so declared by theCIL and its subsidiaries' iii) Manuals of CIL for Procurement and any other circular relevant to the context..

xxx) "Procurement process" means the process of procurement extending from the assessment of need; issue of invitation to pre-qualify or to register or to bid, as the case may be; the award of the procurement contract; execution of contract till closure of the contract.

xxxi) "Procuring Entity" (including Procuring Authority or Employer) means CIL or its subsidiaries or a unit thereof or its attached or subordinate office to which powers of procurement have been delegated.

xxxii) "Project" means one-time, short-term expenditure resulting in creation of capital assets, which could yield financial or economic returns or both. A project may comprise one or more related but independent task-oriented 'Works'. Projects may either be approved as individual projects within an approved scheme envelope or on a stand-alone basis. They may be executed through budgetary, extra-budgetary resources, or a combination of both.

xxxiii) "Prospective bidder" means anyone likely or desirous to be a bidder.

xxxiv) "Public Private Partnership" means an arrangement between the central, a statutory entity or any other government-owned entity, on one side, and a private sector entity, on the other, for the provision of public assets or public services or both, or a combination thereof, through investments being made or management being undertaken by the private sector entity, for a specified period of time, where there is predefined allocation of risk between the private sector and the public entity and the private entity receives performance-linked payments that conform (or are benchmarked) to specified and predetermined performance standards, deliverables or Service Level agreements measurable by the public entity or its representative.

xxxv) "Rate contract " (or the term 'framework agreement' in certain contexts) means an agreement between a Procuring Entity with one or more bidders, valid for a specified period of time, which sets out terms and conditions under which specific procurements can be made during the term of the agreement and may include an agreement on prices which may be either predetermined or be determined at the stage of actual procurement through competition or a predefined process allowing their revision without further competition.

- xxxvi) "Registration/enrolment" means simply registering the bidder/ supplier/ service provider/ contractor, without any verification, say on e-procurement website etc..
- xxxvii) "Registered Supplier/Service Provider" means any supplier who is on a list of registered suppliers of the Procuring Entity.
- xxxviii) "Reverse auction" (or the term 'Electronic reverse auction' in certain contexts) means an online real-time purchasing technique utilised by the Procuring Entity to select the successful bid, which involves presentation by bidders of successively more favourable bids during a scheduled period of time and automatic evaluation of bids.
- xxxix) "service" is defined by exception as any subject matter of procurement other than goods or works, except those incidental or consequential to the service, and includes physical, maintenance, professional, intellectual, training, consultancy and advisory services or any other service classified or declared as such by a Procuring Entity but does not include appointment of an individual made under any law, rules, regulations or order issued in this behalf. It includes 'Consultancy Services' and 'Other (Non-consultancy) Services'.
- xl) "Works" refer to any activity, sufficient in itself to fulfil an economic or technical function, involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more of engineering design, architectural design, material and technology, labour, machinery and equipment. Supply of some materials or certain services may be incidental or consequential to and part of such works. The term "Works" includes (i) civil works for the purposes of roads, railway, airports, shipping-ports, bridges, buildings, irrigation systems, water supply, sewerage facilities, dams, tunnels and earthworks; and so on, and (ii) mechanical and electrical works involving fabrication, installation, erection, repair and maintenance of a mechanical or electrical nature relating to machinery and plants.



Chapter I : DETAILS & SYSTEM REVIEW OF CIVIL ENGINEERING WORKS

1. FUNCTIONS OF CIVIL ENGINEERING DEPARTMENT.

1.01 DETAILS OF CIVIL ENGINEERING WORKS:

The activities of Civil Engineering Discipline in Coal India are of diverse nature and are broadly categorized below:

1.01.1 ENABLING WORKS:

- Temporary approach road
- Temporary hutments for office/ camp living
- Temporary water supply arrangements
- Erection platforms for HEMM
- Temporary stores & workshops etc.

1.01.2 INFRASTRUCTURES:

- Office buildings and rest house.
- Pit head bath & cap lamp room
- Incline mouth roofing & walling
- Headgears & shaft sinking
- Haulage rooms & fan houses
- Haul roads & permanent approach roads
- Regional/ Central stores
- Regional/ Central workshops
- Railway sidings & wharf walls

1.01.3 HEAVY INDUSTRIAL STRUCTURES:

- Coal handling plants including RLS
- Coal preparation plants
- Winder house
- Check dams
- Bridges
- Underground transport system

1.01.4 TOWNSHIP:

- Residential building
- Colony & approach road
- Water supply arrangement
- Drainage system
- Plantations & landscaping

1.01.5 WATER SUPPLY & EFFLUENT DISPOSAL

- Intake arrangement (intake well, weir etc.)& Pump House
- Treatment plant
- Treated water storage & distribution
- Overhead reservoirs
- Deep Tube well & Hand Pump
- Sewerage Treatment Plant.
- Effluent Treatment Plant



Sewerage Disposal System.

1.01.6 WELFARE BUILDINGS:

Worker institute
Schools & colleges
Shopping centers
Post office & Banks
Hospitals & Dispensaries
Recreation Centers & Clubs
Canteens
Auditoriums & Stadiums
Swimming Pool

1.01.7 TOWNSHIP ENGINEERING :

Maintenance of residential & office buildings
Maintenance of welfare facilities
Maintenance of water supply arrangements / Water Treatment Plant.
Maintenance of sewerage/ drainage systems / Effluent Treatment / Sewerage Treatment Plant
Maintenance of roads.
Maintenance of Industrial Buildings & Structures.
Organizing festivals, sports meet, foundation stone laying ceremony etc.

N.B. The work of Town Engineering/ Administration at HQ level shall be under GM/HoD(C)/ GM(C) of the company. The practice of entrusting this Engineering function to other departments shall be discouraged.

1.01.8 Miscellaneous Activities:- In addition to the aforesaid main activities of Civil Engineering Department, the Civil Engineering personnel have to undertake various day to day activities such as organising festivals, sports, fairs, foundation laying ceremonies, work connected to corporate social responsibility and sustainable development etc. apart from day to day repairs and maintenance works of townships, water supply, infrastructures, heavy industrial structures etc.

1.01.9 Classification of Works:

The civil works are classified into three categories:

- (a) Original Works
- (b) Minor Works and
- (c) Repairs Works.

“Original works” means all new constructions, site preparation, additions and alterations to existing works. It also includes special repairs to newly purchased or previously abandoned buildings or structures, including remodelling or replacement.

“Minor works” mean works which add capital value to existing assets but do not create new assets.

“Repair works” means works undertaken to maintain building and fixtures. Expenditure on Repair Work does not add to the value of the asset and only restores the functionality of the asset.

Repair Work can be further categorized as-

- i. Annual repairs covering routine and yearly operation and maintenance work on buildings and services
- ii. Special repairs, which are undertaken as and when required, covering major repairs to existing structure/

Roads or installation or other works due to major breakdowns, or deterioration, or periodic renewal, which do not result in a genuine increase in the value of the property. Some types of the Special repairs may qualify to be categorised as 'Original Work' as mentioned earlier.

1.01.10 Power to Sanction Work

The power delegated to various authorities to accord administrative approval, sanction expenditure and re-appropriate funds for works are regulated by Delegation of Power and other orders contained in the respective departmental regulations.

1.01.10.1 Normally no works shall be commenced or liability incurred in connection with it until, -

- i) Administrative approval has been obtained from the appropriate authority;
- ii) Sanction to incur expenditure has been obtained from the competent authority;
- iii) Preliminary / detailed design has been made;
- iv) Estimates / detailed estimates containing details specification and quantities has been prepared on the basis of approved schedule of rate / analyzed rate /market rate. However, once estimate/detailed estimates are approved, steps at i, ii & iii above are not required ;
- v) Fund certification will be available.
- vi) Tenders invited and finalized.
- vii) Work order issued.

NOTE: Estimate containing detail specifications and quantities, if approved, action as per (i), (ii) & (iii) above shall not be applicable.

On grounds of urgency, or otherwise, if it becomes necessary to carry out a work or incur a liability under circumstances when the provisions set out under Cl. 1.01.11 cannot be complied with, the concerned executive officer may do so in consultation with higher authority. Simultaneously, he should initiate action to obtain approval from competent authority.

1.01.11. Processing of Works-

- a. All Original Works Valuing Rs.10 Crore or More or Specialized Work like STP, ETP, Workshop, CHP/Silo, Washery, Water Supply System, Township, Road Network etc. must follow the below mentioned stages in planning, sanctioning and execution of work.
 - i) Perspective Planning for works;
 - ii) Preparation of Preliminary Project Report (PPR) or Rough Cost Estimate;
 - iii) Acceptance of necessity and issue of in-Principle Approval;
 - iv) Preparation of Detailed Project Report (DPR) or Preliminary Estimate (PE);
 - v) Administrative Approval and Expenditure Sanction (A/A&E/S) or 'Go ahead' Approval;
 - vi) Detailed Design, Estimate and Technical Sanction and competent approval as per DOP;
 - vii) Appropriation/ re-appropriation of funds, if required;
 - viii) Preparation of Bid documents, Publication, Receipt and Opening of Bids;
 - ix) Evaluation of Bids and Award of Work;
 - x) Execution and Monitoring of works and Quality Assurance.
- b. For all other Civil Engineering works of both Capital and Revenue nature, the process from a(i) to (v) above shall not be required and only a detailed estimate with supporting design/drawing (in line with



clause no. 2.02 (b)), as required along with justification of work shall be prepared and steps vi to x shall be followed.

1.01.12. Emergency Works.

Emergency works are those kind of works which arise all of a sudden and are of inescapable nature requiring immediate action that cannot afford any delay. In case of emergency, the work may be executed in absence of any or all of the above mentioned pre-requisite. On such aforesaid situation the concerned executive officer should obtain the administrative approval and expenditure sanction of the competent authority to regularize the liability as early as possible.

Emergency works are like:

- i. Natural calamities like Earthquakes, Blizzards, Hurricanes/ Lightning, Tornados, Tsunami waves, Floods.
- ii. Other causes like Explosions/Arson, Fire, War, Sudden collapse of building/bridge, Terrorist attack, Mass strike affecting civic services such as water, sewer and power supply, spread of epidemic, works required for maintaining law and order.
- iii. Restoration of essential services in case of accidents/ break down etc.
- iv. Any other work, apart from the above, declared as Emergent by the CMD or Director or Area GM.
- v. To ensure transparency and uniformity while declaring the works emergent, the Competent Authority i.e. GM /Ch,Mgr/SO (civil) should record a certificate that:
 - (a) The work has arisen all of sudden.
 - (b) The work is of inescapable nature requiring immediate action that cannot brook any delay.
- vi. The Competent Authority while declaring any work as emergent may also decide the mode of procurement.
- vii. The Engineer in Charge as per his competence shall proceed to carry out the necessary work and shall immediately intimate AGM/GM(Civil)/SO(civil) concerned that such liability is being incurred with approximate amount of liability.
- viii. Such emergent works can be awarded through calling of quotation or as per clause no. 2.03 (iv) or through e-tendering with period of submission 03 days as decided by competent authority.
(Normal works which require compressed schedule for completion/early start should not be considered as Emergent works).

1.01.13 Urgent Works

Urgent works need not be treated at par with the works to be taken up under emergency situation. Urgent works may be defined as those kinds of works which requires fast start / completion within compressed schedule and are to be taken up on top most priority at the instruction of the competent authority. GM(HoD), Civil / GM, Area / GM(Project) shall be final authority to approve the execution of urgent works. Under such situation availability of funds shall be ensured before taking up execution of such works.

Normally, works as mentioned below can be considered as urgent works.

- a) Interior furnishings - both hard and soft.
- b) Afforestation, Landscape, Lawns, Gardens etc.
- c) General leveling and dressing.
- d) Inauguration, foundations stone laying & special occasions.
- e) House Keeping.
- f) Works related to maintaining water supply and drainage.
- g) Works related to maintaining power supply / electrification / Air-conditioning System.
- h) Works affecting production in mines.
- i) Works as decided by above authorities.

Such works can be awarded through call of quotation or through e-tendering with period of submission 05 days as decided by competent authority.

1.02 System Review of Civil Engineering Works:

1.02.1 Feasibility Study Report/ Preliminary Project Report (PPR)

A preliminary project report (PPR) or Rough Cost Estimate shall be prepared based on Land, Site Details, functional and space requirements (or Various Facilities, Special Requirements/ Features and Broad Specifications for specialised Equipment and Plants), Layout Plans etc, with the technical details. Concerned project / unit/ Headquarter may prepare such report on their own or with assistance of CMPDI or by external hired agency.

Based on PPR or Rough Cost Estimate, the competent authority grants in Principle approval indicating approval of the concept and scope of the project at the rough cost assessed.

The preliminary project report shall provide the following details:

- i) Background of the work/ project justifying the need for the work
- ii) Details of scope of the project
- iii) Exclusions (if any) - This will cover part of the work, which is not included in this particular project estimate.
- iv) Availability of land - There should be a clear indication about the availability of land required for completion of whole project. The land shall be made available free of all encumbrances.
- v) Availability of auxiliary services - like roads, power, water, solid & liquid waste disposal system, street lighting and other civic services shall be ensured.
- vi) Reference to Concept Plans/ Preliminary Drawings, if any and their acceptance - This shall indicate the details of Concept Plans/ Preliminary Drawings prepared and their approval by the requisitioning authority.
- vii) Mode of procurement-open tender/ nomination basis etc.
- viii) Rough Cost Estimate: CIL/Subsidiaries may carefully assess alternative technological options, their area requirements and obtain Rough Cost on the basis of prevailing Plinth Area rates (or any other reliable basis) without preparation of drawings to enable the competent authority to accord in principle approval.
- ix) If relevant, Cost benefits analysis of the project, including evaluation of options for cost sharing/ recovery (user charges) for infrastructure/ services. Principles of Life Cycle Cost may also be considered, to the extent feasible.
- x) Cash flow: This will show year-wise requirement.
- xi) Source & availability of funds - The manner of transferring the fund to the executing agency to be spelt out.
- xii) Enclosures:
 - i) Requisition of the concerned department, if any;
 - ii) Concept Plans/ Preliminary Drawings;
 - iii) Reference to approval of Concept Plans/ Preliminary Drawings, if any.
- xiii) Any other relevant documents.
- xiv) A presentation on the findings of the feasibility study/ PPR may be made by a team (which may include engineers/ consultants/ outside experts, finance officers etc.) before the competent authority. This is to provide an opportunity to the competent authority to have an overall assessment of the situation, appraisal of various options as well as likely challenges and mitigation measures. In the case of very large projects, such presentation

may be made to CMD of CIL/Subsidiary. The record of discussions during the presentation may become part of the Detailed Project Report (DPR) and tender file/project record.

In-principle approved and financially concurred PPR shall be made available for preparation of Detailed Project Report (DPR) or Preliminary Estimates.

1.02.2 Preparation of Detailed Project Report (DPR)

On receipt of in-Principle Approval and financial concurrence of the project, the CIL/Subsidiary shall finalize the Detailed Project Report giving reference to the documents mentioned below. The DPR should provide a level playing field to the bidders and should ensure as far as feasible, the widest possible competition:

- i) Reference to Concept plan/ preliminary drawings and their acceptance - This shall indicate the details of Concept plan/ preliminary drawings prepared and their approval by the requisitioning authority;
- ii) Details of scope of the project indicating clearly the list of Engineering Services (Mechanical/ Electrical/ Plumbing) as well as Operation and Maintenance included or not included in the DPR/PE;
- iii) Preliminary estimated cost – This will also include the expected escalation for the period of completion of the project and also the departmental or lump sum charges to be paid to the executing agency. Cash flow projection should show year-wise requirement. While designing the projects etc, if and to the extent possible, principles of Life Cycle Cost may also be considered;
- iv) Time of the completion – This will consist of two parts, one for pre- construction activity till award of the work and the other one for the execution;
- v) Details of land required along with land plan schedule to implement timely land acquisition procedures;
- vi) Environmental impact assessment (EIA) of the project and approval thereof, wherever applicable;
- vii) Social Impact Assessment and Resettlement and Rehabilitation: Social Impact Assessment needs to be done, based on baseline socio-economic survey and census survey data, to identify the Project Affected People (PAPs). A Resettlement and Rehabilitation Plan should be prepared for the PAPs in accordance with the LARR Act 2013 or National Policy on Resettlement and Rehabilitation (NPRR), and State Governments framework of resettlement policies and other social safeguard policies designed to protect the rights of the affected persons and communities as applicable;
- viii) List of Approval of Statutory Bodies required;
- ix) Annual plan allocation and Cash flow;
- x) Systems to be adopted for project monitoring;
- xi) Works accounting system;
- xii) Quality assurance system/ mechanism;
- xiii) Bidding Systems

In case the work is being executed by the CIL/Subsidiary, DPR and PE will be prepared by the CIL/Subsidiary itself or with assistance of CMPDIL or any hired agency. In case the Work is assigned to Public Works Organisation or the Public Sector Undertaking, that agency shall prepare the DPR and PE.

Major reasons for the problem in works contracts (in particular relating to construction of roads, dams etc. on item-rate or percentage rate basis) is the out-sourcing of preparation of Detailed Project Reports to consultants without sufficient relevant experience or giving them sufficient time to do so. It is therefore essential to stipulate & ensure successful project design/ supervision experience while selecting consultants, especially for large works contracts. DPR in such contracts is required to be based on proper ground investigation at each specified stretch (normally

50 metres), called “reach”, and the Consultant be directed to exercise such due diligence.

The involvement of the concerned Department in providing proper inputs including user requirements during the preparation of the DPR and before accepting the draft DPR is paramount in ensuring successful implementation. Proper field surveys and investigations of ground conditions are critical in preparation of a reliable DPR. Providing scientifically valid data to bidders will depend on the quality of the investigations done. It is also essential that the CIL/Subsidiary insists that the Consultant offers them technology options at the early stage of preparation of the DPR, so that a cost-efficient choice may be made using principles of Life Cycle Costing. In case the deviations between actual ground situation and the situation recorded in such DPR results in significant cost and time over-runs, the engineer, while doing valuation of variations, must bring notice the reach-wise differences and the CIL/Subsidiary may consider stringent action against the consultant who has prepared such DPRs, including debarment from future consultancy contracts, after following due procedure. Such clauses may be included in the contracts for preparation of DPR. Wherever consultants are appointed for preparation of DPR, field units of the CIL/Subsidiaries should also be associated with the process. The inputs from these field units can be useful in proposing best solutions for design and execution of the work as they are the custodian of legacy data, which may not be available with the consultants, as they may not be operating regularly in that geographical region.

Presentation may be made about the DPR before the competent authority, for projects above a threshold value, as decided by CIL/Subsidiary. The presentation may include salient features of the project including general layout, architectural drawings, broad specifications, cash flow (over the life of the project), composition of the project team, quality management plan for the project, important milestones in the project execution, obligations of the authority and the contractor/concessionaire and possible risks and mitigation measures. In the case of very large projects such presentation may be made to the CMD of CIL/Subsidiary. The record of discussions during the presentation shall become part of tender file/project record.

Administrative approval and financial concurrence will be accorded to the execution of work by the competent authority after due examination of Detailed Project Report and Preliminary estimates. Post approval changes in scope and specification lead to delay, loss of quality and contractual penalties therefore such approval and concurrence shall be accorded after carefully assessing their requirements. The estimates framed by a PWO or other engineering organisation may be modified for such sanction only with their concurrence.

The sanction order should contain scope of work, estimated cost, and timeschedule for completion of work and funding sources along with their share.

1.02.3 Detailed Designs, Detailed Estimates and Technical Sanction and Competent Approval

Except where the work is to be undertaken in the EPC(Turnkey) mode, on receipt of sanction of the project, based on DPR or PE and assurance of funds, the CIL/Subsidiary shall prepare and accord Technical Sanction to detailed and coordinated design of all the Architectural, Civil, Electrical, Mechanical, Horticulture and any other services included in the scope of the sanction and of the Detailed Cost Estimates containing the detailed specifications and quantities of various items prepared on the basis of the schedule of rates maintained by CPWD or SOR of the company so as to ensure that proposals are structurally sound and that the estimates are accurately calculated based on adequate data. In case the work is to be executed through a Public Works Organization or Public Sector Undertaking, preparation of detailed design/ estimates and technical sanction shall be done/ accorded by that organization. Architectural and structural drawings: Architectural and structural drawings (fit for construction) are among the core requirements for projects. Finalization of these drawings at the earliest, preferably at the time of preparation of the cost estimate itself, can help to determine quantities of various items of the work. Adverse consequences of not preparing these drawings before invitation of tenders may manifest in the form of delay in execution of the work and deviations in quantities of the items of work. Hence, approved



architectural and structural drawings should be available before invitation of tenders. Fit for construction (sometimes called Good for construction) drawings means the architectural and structural drawings approved by the project executing authority as well as by the authority governing the extant rules/laws, including bye laws, such as local authorities.

After technical sanction, the Competent Approval shall be obtained as per DoP.

Before taking up the execution of work it shall be ensured that proper funds are available to meet out the expenditure on the work.

1.02.4 Optimization of cost

For the purpose of cost optimization, often a number of alternative schemes, satisfying the basic functional requirements, have to be tried and the cost worked out to select the most cost effective solution for the given situation.

Note: The process from 1.02.1 to 1.02.4 shall not be required for routine works/ small construction up to Rs. 10 Crore/repair /maintenance works, however a detailed estimate with supporting design/drawing, as required along with justification of work shall be prepared for all the works.

1.02.5 Preparation of Tender Documents & Notice Inviting Tender

For execution of a work tender document is prepared and outside agencies are invited to submit their bids. To facilitate submission of bids due notification is made through Notice Inviting Tender or NIT.

1.02.6 Evaluation of Tender

Bids from contractors are received against NIT and the comparative merits of the various bids are ascertained through proper evaluation done by a duly constituted committee called the "Tender Committee".

1.02.7 Award of Works

Based on the recommendation of the Tender Committee and approval thereof by Competent Authority the work is awarded to the successful bidder for execution of the work as per the conditions laid down in the tender.

1.02.8 Monitoring of Progress

The progress of work is checked from time to time to ensure that the project is on schedule. Interim payment is made to the contractor against progress of work at site.

1.02.9 Inspection of Works

During the execution and also after the works have been completed the work should be jointly inspected at various stages with the contractor/ contractor's representative. After completion of the work a completion estimate is framed known as Revised Estimate. Standard measurements are entered in the Asset Register of the department/Standard Measurement Book for future maintenance works.

1.02.10 Acceptance of Works

After the works have been completed as per the drawings and specifications, the contractor informs the company and hands over all the assets to the custody of the Company. The Company issues a Defect Liability certificate to the contractor after inspection. The above are the sequence of stages for fruitful completion of Civil Engineering projects particularly for original works. The various stages described above are summarized in a system flow

sheet showing the linkage of the various stages which are described in the Chapters that follow.

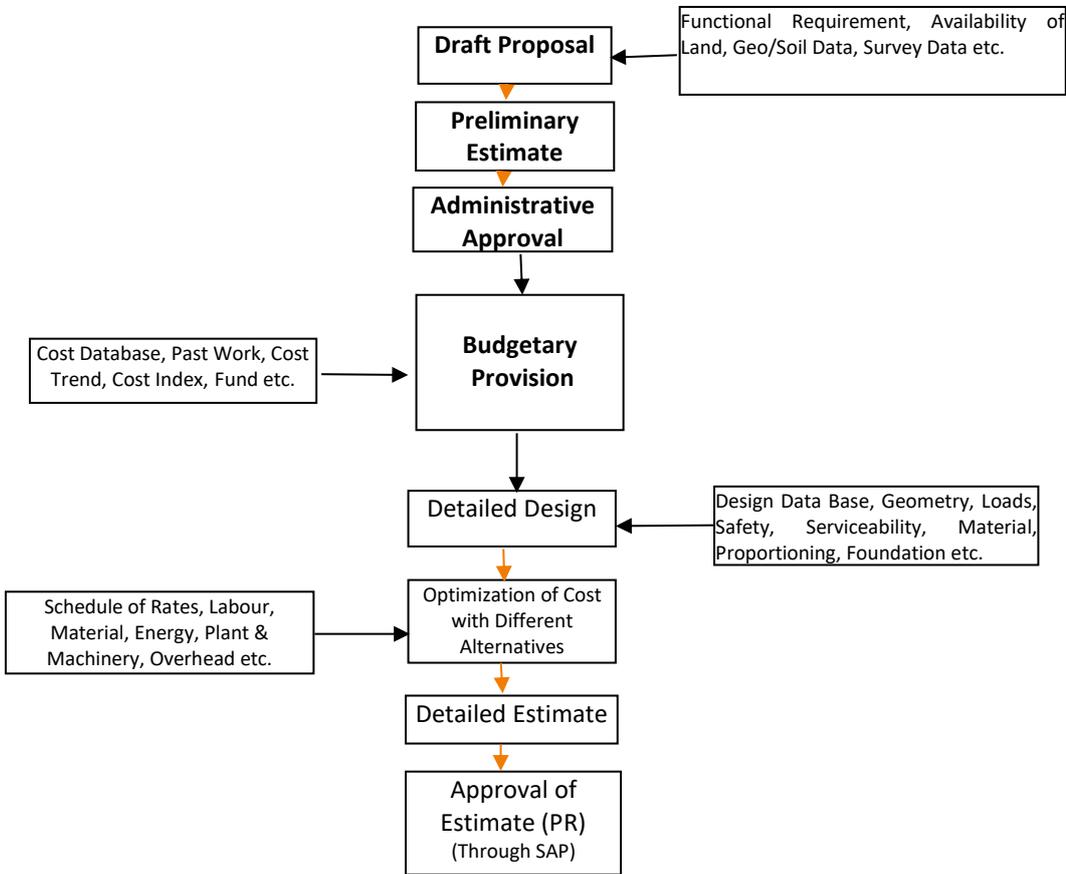
1.02.11 The Basic Principles of undertaking works

- i) No new works should be sanctioned without
 - a. Careful assessment of the assets or facilities already available and time and cost required to complete the new works.
 - b. While designing projects to the extent possible, principles of Life Cycle Costing may also be considered;
- ii) As budgetary resources are limited and granted on annual basis, adequate provisions should be ensured for works and services already in progress before new works are undertaken.
- iii) No project or work will be split up to bring it within the sanctioning powers of a lower authority.
- iv) For purpose of approval and sanctions, a group of works which forms one project, shall be considered as one work. The approval or sanction of the higher authority for such a project which consists of such a group of work should not be circumvented by resorting to approval of individual works using the powers of approval or sanction of a lower authority. ¹If the component parts of a project are mutually independent of each other and are not dependent on the execution of one or more such component parts, each such part should be treated as a separate project. In case the functioning of a project is dependent on the execution of one or more other projects, the entire group of such projects should be taken as a single scheme/ project and provision made accordingly. If however, a scheme consists of revenue component, capital expenditure and loan content, etc. the provision for which is required to be exhibited separately under respective Heads of Account, there is no objection to the provision being made in the relevant Heads of Account; but the authorities concerned should ensure that the sanction of the Competent Authority is obtained for the integrated scheme as a whole depending on the total cost of the scheme. It will not be permissible in such cases to split up a scheme treating each part as a scheme in order to avoid the sanction of a higher authority.
- v) Any anticipated or actual savings from a sanctioned estimate for a definite project, shall not, without special authorisation, be applied to carry out additional work not contemplated in the original project.
- xv) The construction period and sanctioned cost stipulated in the sanction of Project shall not be exceeded as far as possible.
- xvi) The competent authority according approval or his authorized monitoring authority should be kept informed of the physical and financial progress of the work till their completion through regular periodical reports.
- xvii) The work shall be executed as per the specifications as laid down / referred in the contract document and the procedures shall be followed as per relevant manuals of CIL including a statutory guidelines.
- xviii) No works shall be commenced or liability incurred in connection with it until:-
 - i) Feasibility Study Report/ Preliminary Project Report (PPR) has been be prepared in case of works of substantial value (if required as per respective provision).
 - ii) A proper Detailed Project Report (DPR)/ Detailed Design and Planning has been prepared by a competent agency (if required);
 - iii) Administrative approval (A/A) has been obtained from the appropriate authority, in each case;
 - iv) Expenditure Sanction (E/S) to incur expenditure has been obtained from the competent authority;

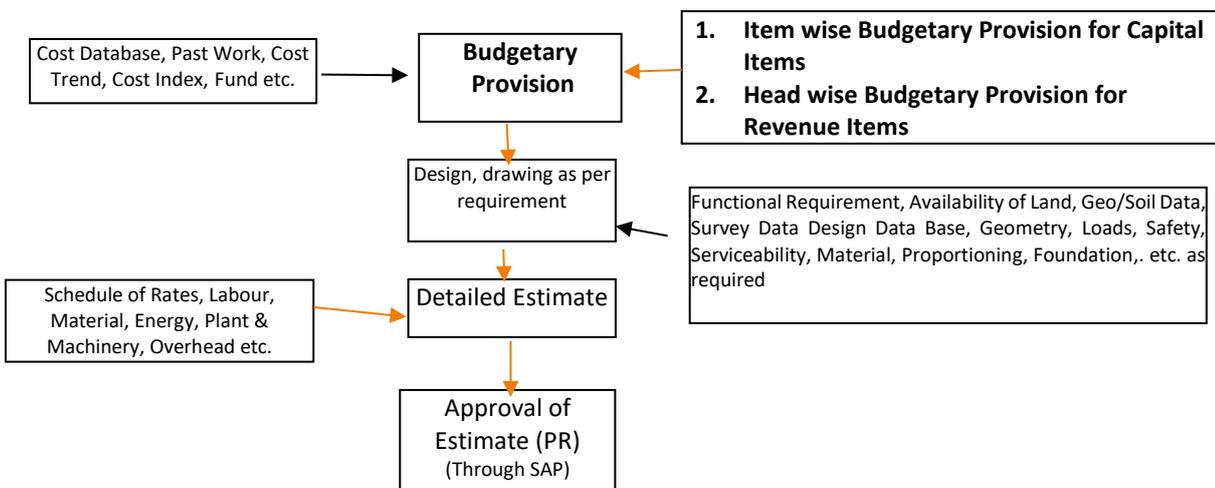
- v) Technical approval has been obtained of the detailed and coordinated design of all the Architectural, Civil, Electrical, Mechanical, Horticulture and any other services included in the scope of the sanction and of the Detailed Cost Estimates containing the detailed specifications and quantities of various items prepared on the basis of the schedule of rates maintained by CPWD or approved SOR of the company.
- vi) Funds to cover the work, which will be executed, at least during the current year, have been provided by competent authority.
- vii) Tenders have been invited and processed in accordance with rules.
- viii) Award of work and execution of Contract Agreement (if required);
- ix) Time taken in grant of statutory and other clearances also contributes to the time and cost overrun in public projects. These clearances are required to achieve specific objectives like concern for the environment, aviation safety, preservation of national heritage, conservation of forest and wildlife etc. CIL/Subsidiaries should plan for obtaining all necessary clearances quickly and proper efforts be made for the same, which also should be duly recorded. The progress regarding follow up of obtaining the statutory clearances should be closely monitored.
- x) The process of land acquisition shall be started by the CIL/Subsidiary well ahead and completed entirely, or at least substantially, before the work is started. Availability of auxiliary services has been ensured - like roads/access, power, water, solid & liquid waste disposal system, street lighting and other civic services shall be ensured. It is desirable to have 100% of the required land in possession before award of contract; however, it may not always be possible to have the entire land due to prevailing circumstances. Also, it may not be prudent to put the entire process of award of contract on hold for want of the remaining portion of land, which in the assessment of public authority or the project executing authority, could possibly be acquired in a targeted manner after award of the contract, without affecting progress. Minimum necessary encumbrance free land should be available before award of contract. The minimum may be determined based on the circumstances of each case or general guidelines, issued by the concerned authorities. Such land, non-availability of which, will prevent essential components of work from execution, should be insisted upon. CIL/Subsidiaries should plan for acquiring balance land quickly and proper efforts be made for the same, which also should be duly recorded. The progress regarding land acquisition should be closely monitored.

1.02.12 GENERAL SYSTEM FLOW CHART

A. PRE-TENDERING STAGE: For Original Work Valuing Rs. Ten Crore or More OR Specialized Work like STP, ETP, Workshop, CHP/Silo, Washery, Water Supply System, Township, Road Network etc.

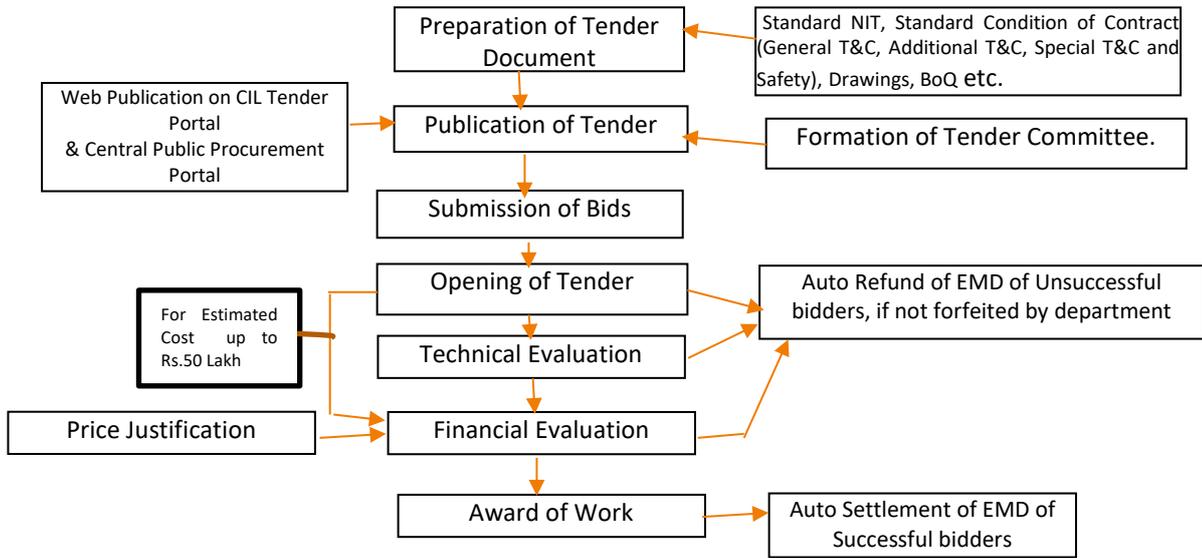


B. PRE-TENDERING STAGE: For Other Works (Capital or Revenue)

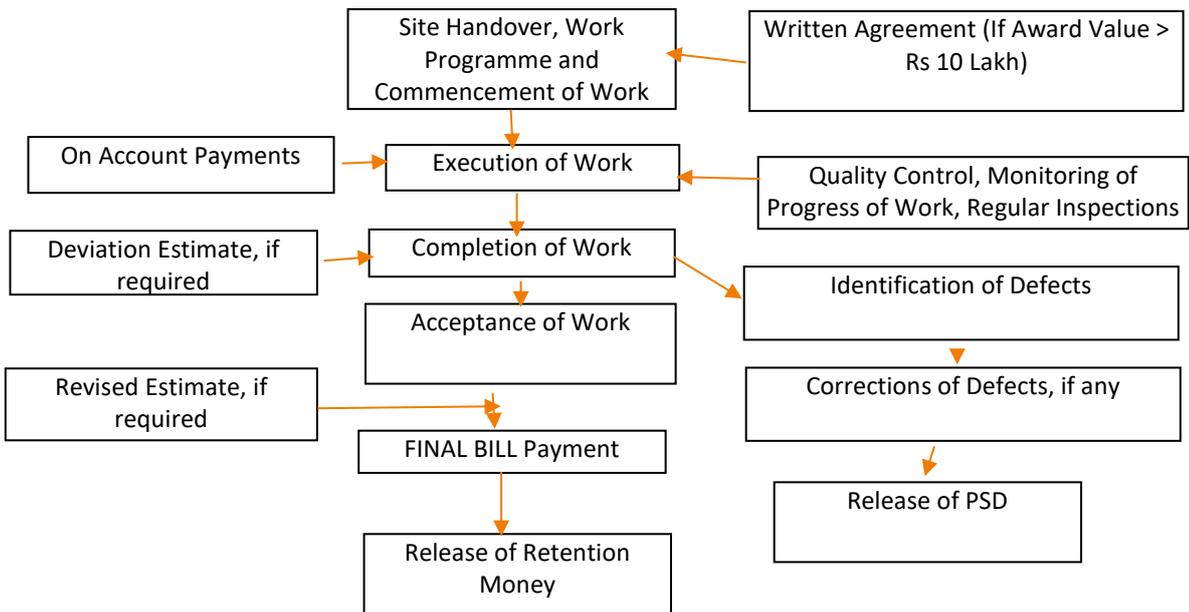


Note: Capital works can be undertaken if provision of it exists in approved Project Report (PR). If the item does not exist in PR then scheme has to be prepared and after the competent approval of scheme as per DoP, it shall be treated as supplementary PR.

C. TENDERING STAGE



D. POST TENDER STAGE



Chapter 2 : PREPARATION OF ESTIMATES

2.00 Before commencement of any work it is necessary that estimates are prepared for the purpose of obtaining technical sanction/ financial concurrence/ administrative approval. Estimates as already explained are of three kinds.

- i) Rough Estimates and preliminary estimate
- ii) Detailed Estimates

For preparation of estimates, CIL/subsidiaries may consider current CPWD DSR/ SOR approved by CIL/Subsidiary (ref. clause 4.18(iv)). For items not available in CPWD DSR, subsidiaries may consider current relevant State PWD Schedules for the relevant / nearest station or adopt rate based on analysis adopting current market rate of material and labour or consult earlier approved rate.

2.01 Rough Estimate and Preliminary Estimate:

a. Rough Estimate

Rough Estimate is prepared only for Original Work Valuing Rs. Ten Crore or More OR Specialized Work like STP, ETP, Workshop, CHP/Silo, Washery, Water Supply System, Township, Road Network etc.

It is necessary to know the financial implication of a proposed work before it is taken up and so a rough estimate is prepared for the purpose based on a PPR of the proposed work. CIL/Subsidiaries may carefully assess alternative technological options, their area requirements and obtain/prepare Rough Cost on the basis of prevailing Plinth Area rates (or any other reliable basis) without preparation of drawings to enable the competent authority to accord in principle approval and it is often prepared, considering present cost index, on the following basis:-

- a) Plinth area norms - for building works / workshop.
- b) Length of road - for road works.
- c) Past cost for similar works - for turnkey contracts.

Preparation of Feasibility Study/ Preliminary Project Report (PPR) shall be mandatory for Civil/E&M Capital works valuing Rs.10 Cr and above, depending upon nature of work decided by the Company (Ref Cl 1.02).

Rough estimate (ref. clause 1.02) shall be prepared on the basis of preliminary drawings. Such estimates shall appropriately indicate in the history sheet the broad items that are included or excluded in the estimate. Part estimate that may not result in total completion of the work / project should be avoided as far as possible.

Rough estimate shall be based on preliminary survey, site / soil investigation, site particulars and other site data. Such estimate shall be prepared in consultation with representatives of all the concerned disciplines incorporating their requirements and cost involved. Such estimate shall also include if appointment of Consultant or any other essential preliminary steps connected with the project is necessary before preparation of the detailed estimate for the proposed work. For more details ref. clause 1.02

Before according administrative approval sanctioning authority must know:

- a) Approx. and feasible cost (of a building for example) on broad basis but with due regard to foundation and drainage problem, architectural and structural requirements, cost expected due to local special condition, special construction method and technique etc. which should be supported by a proper report.
Rough cost may be based on plinth area or length of road etc. Updation of plinth area rates shall be on building cost index for building works and cost index for other work.
- b) Approx. cost required for architecture and engineering and interior and landscape designs.
- c) Approx., cost of interior furnishing, electrical installations, meeting the requirements of Building Bye-laws



of local bodies.

- d) For industrial structures 10% extra is to be added to the estimated cost derived on the basis of prevalent SOR.
- e) For underground works estimate is to be prepared on analysis based on wage board rates / circulated rates (HPC wages) by the company for labour component, prevalent material cost and working conditions. In addition, cost on account of lead and lift be also considered. Such structures shall be treated as industrial structure.

b. Preliminary Estimate

Preliminary Estimate is prepared only for Original Work Valuing Rs. Ten Crore or More OR Specialized Work like STP, ETP, Workshop, CHP/Silo, Washery, Water Supply System, Township, Road Network etc.

Preliminary estimated cost will also include the expected escalation for the period of completion of the project and also the departmental or lump sum charges to be paid to the executing agency (Public Works Organization or PSUs) in addition to rough estimated cost. Cash flow projection should show year-wise requirement. While designing the projects etc, if and to the extent possible, principles of Life Cycle Cost may also be considered.

Preparation of Detailed Project Report (DPR) shall be mandatory for Civil/E&M Capital works valuing Rs.10 Cr and above, depending upon nature of work decided by the Company (Ref Cl 1.02).

2.02 Detailed Estimates (ref. clause 1.02):

- a. For Original Works Valuing Rs.10 Crore or More or for Specialized Work like STP, ETP, Workshop, CHP/Silo, Washery, Water Supply System, Township, Road Network etc.-

On receipt of approval of DPR, expenditure sanction and confirmation about the likely availability of land, the concerned executive officer shall decide on the package for the purpose of technical sanction. The concerned executive officer shall take up preparation of detailed estimate and for this purpose he may rely on preliminary drawings.

In general preparation of detailed estimates for a work should not be taken up unless the administrative approval of DPR and financial concurrence has been obtained or the work is included in the proposed budget.

- b. For all the other Civil Engineering works of both Capital and Revenue nature (except (a) above)-

After having budgetary provision and confirmation about the likely availability of land, the concerned executive officer shall take up preparation of detailed estimate with supporting design/drawing and justification of rate, as required.

The following provisions are applied for both (a) and (b) above-

The detailed estimate should be complete and as comprehensive as possible. It should also take into consideration various services needed for the project and firm up detail specifications for various components of works involved. The detailed estimate should contain necessary details in support of the lump sum provision made in the estimate and basis on which rates have been provided. This should also cover a brief note on the special construction difficulties, if any, which are likely to be encountered during the construction stage.

The detail estimate shall consist of detail statement of measurement as per Appendix-1 with an abstract for each item showing the total estimated cost of each sub head. In the case of a project consisting of several works, the report may be a single document for all the works, but details of measurement and abstract of cost may be prepared for each work supplemented by a general abstract bringing the whole together.

For preparation of the detailed estimates, the site investigation along with subsoil exploration, whenever required, is necessary for proper design of foundations and for arriving at realistic cost estimates to minimize changes during execution warranting revised estimates. The detailed estimates shall be prepared based on current available schedule of rates (SOR) as previously explained. For the items of work not covered by the SOR, analysis of the rates shall be prepared based on market rates of materials and labour and these are to be incorporated separately in the estimate.

All detailed estimates should normally consist of following (depending upon type of work) -

- a) A report covering a brief description of the project and Budget Provision & Allocation
- b) Design and Drawings.
- c) Scope of Work
- d) Rates
- e) Detailed estimates of the quantities with detailed statement of measurements
- f) Analysis of rates for non-schedule items
- g) Abstract of cost indicating value of work based on SOR and analysed rates
- h) Method of execution
- i) Requirement of important materials, special T&P.
- j) Requirement of labour
- k) Availability of clear working site.
- l) Brief Specifications
- m) Deviation from approved/ standard norms & justification thereof, in regard to areas, specifications, amenities etc., if any.
- n) Soil report, wherever required
- o) Period of execution

Estimate for Road Work.

(1) Projects for the construction of new roads should be normally accompanied by the following additional documents along with above mentioned documents:

- i) Report, including a brief note on the proposed gradients.
- ii) Index map.
- iii) A detailed survey and longitudinal section and cross section at suitable intervals, which should show not only the existing ground levels, but also proposed formation levels, if required.
- iv) Drawings of all masonry, concrete, iron or timber works in the order in which they occur in the line of the road.

(2) Estimate for new lines of road should, if necessary, include the cost of all dwellings, if constructed, and inspection houses intended to be built along it for accommodation of subordinates and others.

(3) Necessary provision should also be made for shifting of pipe line, drainage and electric poles and cables, telephone lines and other such structures, if any coming in the way of new alignment.

NOTE: Such estimates may be made based on current approved schedule of rates/State PWD Schedule or approved rates based on MORTH specifications / guidelines at the discretion of subsidiary. MORTH specifications / guidelines may be considered for important / major roads at the discretion of subsidiary / approving authority.

It is desirable that the time gap between the approval of estimate and floating of the tender is less than six months. In case of tendering is not done for six months or more from date of approval of estimate, the estimate shall be reviewed and fresh approval shall be obtained.

Deviation Estimate /Revised Estimate

When an excess beyond the sanctioned estimate is foreseen, and there is likely to be unavoidable delay in the

preparation of a deviation estimate /revised estimate, an immediate report of the circumstances should be made to the authority whose sanction will ultimately be required. When a deviation estimate /revised estimate is submitted it must be accompanied by a statement as in Appendix-2, accompanying it with the latest existing sanction of the competent authority.

Deviation estimate represents any interim estimate, proposed for sanction, to take care of probable variations from the sanctioned estimate. Revised estimates are prepared after completion of work to arrive at the completion value for the awarded work.

2.02.1 Site Investigation:

Inadequate information about character and safe bearing capacity of the underlying soils in a chosen site frequently results in serious damage and distortion to even most elegantly conceived structure. Adequate collection of information on the nature of underlying soil therefore forms the core of site investigation.

Subsoil and hydrological investigation should be made to provide with the information for determining the proper type and most economical design of foundations. Complete facts about the subsoil conditions will be necessary for estimating and planning the construction procedure. Field investigations supplemented by laboratory investigations will give essential information.

The investigation should include one or more of the following steps:

- i) Reconnaissance of the site.
- ii) Geotechnical examination.
- iii) Subsoil exploration.

i) Reconnaissance of site:

The reconnaissance of the site is well done by walking on foot across the entire length and breadth of the site to have firsthand knowledge of surface features and ground conditions. The study should record the following:-

- * The soil cover and its visual characteristics e.g. sandy, silty, clayey etc.
- * Existing drainage pattern, swamps etc. and likely impact on the project.
- * Condition of structures already constructed and knowledge of their foundation.

ii) Geotechnical Examination:

For important structures a general knowledge of the geology of the region such as the character and formation of the strata, the fault and other disturbances should be studied. Coal bearing areas should be avoided for permanent construction as far as possible and under no circumstances permanent structures shall be taken up either over unstable old workings or in an area with further mining prospects. A clearance in this regard from the associated Mining Department should be ensured before final selection of site.

iii) Subsoil Exploration:

The scope for subsoil exploration is vast and needs the guidance of experts. In many areas of the coalfields, good foundation condition is available at reasonably shallow depths.

Hence for unimportant and lightly loaded structures elaborate subsoil exploration may be confined to:-

- * Test pits to examine various strata and their nature.
- * Assessment of bearing capacity by plate load tests, if required.

For important projects and heavily loaded structures of significant dimensions, detailed subsoil and hydrological exploration as per relevant BIS Codes should be conducted. Subsoil exploration reports prepared by specialist organizations must furnish complete information on characteristic of soil, safe and ultimate bearing capacity, settlement studies and type of foundation recommended for the kind of structures proposed. These information's will greatly remove uncertainties regarding design of foundations and the superstructure.

2.02.2 Planning & Design.

Along with detailed site investigation, Engineering and Architectural drawings in the forms of plans and sections shall be prepared to satisfy the functional requirements. The functional requirements should be decided on the use of a particular facility e.g. coal handling plants, workshops, welfare buildings etc. The system layout for different schemes shall be obtained from concerned disciplines. These system layouts should indicate the position and detailed dimension of equipment, load data details, spacing of holding down bolts etc. Detailed analysis for structural design (superstructure) shall be done on the basis of relevant BIS, IRC/MORTH and other codes.

Similarly relevant architectural codes should be followed for all industrial and civil structures. Design of foundation shall be done as per the actual subsoil and hydrological report. The type of construction to be adopted for Projects with a shorter life, which does not entail permanent construction, should be temporary in nature with a view to have a maximum possible salvage value on dismantling.

2.02.3 Drawings:

Drawings accompanying estimates should be legible and clear. This should be prepared in a manner so that drawings are easily readable to save time and efforts. Drawing should comply with the following requirements:-

- i) Scale and size of the drawings should be properly selected according to the object to be shown/ drawn. Too many objects should not be incorporated in one sheet so that it becomes clumsy. Size and writing of the figures and letters should be proper and clear.
- ii) Drawings should be made in standard sizes as per BIS codes and when more than one drawing is required for one work, all the sheets in one set of drawings should preferably be of same size for easy handling at site.
- iii) The note should be very clear and explicit leaving no chance for misunderstanding or ambiguity.
- iv) An arrow indicating north direction should be given for quick orientation of the drawing. Preferably the north direction should be towards the top of the sheet.
- v) Only standard symbols and abbreviations should be used.
- vi) Drawings should be duly authenticated and all subsequent revisions should be recorded.
- vii) Drawings should be numbered as per standard practice and documentation /recording should be done.

2.02.4 Specifications:

The specifications for different items of work are to be decided before the estimates are prepared and specifications are to be laid down with due regard to functional utility, safety, durability and aesthetics. The specifications, standard of construction and quality of materials depend on the type of structures, the life and the utility value. Richer the specifications, more is the estimated cost and therefore justifications for adopting richer specifications are to be laid down.

2.03 Sanction of Estimates and Method of Execution:

The estimates are to be processed from the unit level and upwards for the sanction of competent authority as per the delegation of powers for sanctioning the estimates. However, GM/HoD(C)/SO(C) will decide the method of execution of the work by any one of the following methods:-

- i) Departmental execution.
- ii) By piecework arrangement.
- iii) By regular tenders (Open / Limited).
- iv) Single Tender Enquiry (STE) or Selection by Nomination.
- v) Item Rate /Percentage Rate Contract Basis (Maintenance Contract)
- vi) Cost plus fee basis.
- vii) By hired agencies.
- viii) Emergency works
- ix) Execution of work through Public Works Organization

i) Departmental Execution:

a) This is done when no contractors are available or where for other reasons, it is found essential and economical to do it departmentally by engaging departments own existing labour.

b) For departmental execution, a proper estimate shall be prepared and approved at competent level. This will contain:

- * A complete estimate as per approved SOR.
- * Break-up in terms of labour and material required.
- * Requirement of cash imprest for making local purchases and for disbursement to workers.
- * Cost of enabling works; hired services, stores, securities etc.
- * Engagement of piece rate contractors on labour rate basis. A labour rate schedule has to be prepared and approved for the purpose.
- * Provision of contingent expenses.

c) For such execution, a Project Manager will be delegated with full powers to operate the funds and procedures as approved.

d) The Project Managers will have power to dispose off all materials left over at site by any manner deemed fit as per the laid down procedures but with proper accounting.

e) The Project Manager will have power to hire necessary transport, and other construction equipment for effective execution of work.

ii) Piece Rate Contract

Piece Work Contract is to be used mainly in following cases:

- i) The cases, in which it is necessary to start the work in anticipation of formal acceptance of contract, an agreement on piece work contract may be drawn and the contract may be cancelled as soon as regular contract is signed.
- ii) For running contracts i.e. those for pipes, laying of sewerage etc. quotations are called periodically and a running rate contract is drawn up as a result of those quotations usually for one year. The piece work contract provides for payment of stipulated rates only when it refers to such quantity of time and also stipulates that the procuring entity may put an end to the agreement at his option at any time.

iii) By Regular Tender System.

This method is the one ordinarily adopted for award of work Rs.2,00,000/- and above. The tenders with ECV 2 lakh & above and below 50 lakh should floated in Single Cover System without work experience and financial criteria and tenders with ECV 50 lakh & above should floated in Two Part System with work experience and financial criteria as provided in e-procurement guidelines for Works and Services. The execution of work shall be in accordance with the specifications for a rate as accepted through tender and incorporated in the agreement/work order.

Subsidiaries may decide to include the pre-qualification criteria (experience criteria) for Safety and Production related works for estimated value of tender below Rs.50 Lakhs.

(iv) Single Tender Enquiry (STE) or Selection by Nomination

The selection by direct negotiation/ nomination is called a single tender. This mode may be shortest but since it may provide lesser VfM as compared to LTE/ OTE and may also strain the transparency principle, it should be resorted to only under following conditions:

- a) There is an urgent need for the work and engaging in competitive tendering process would, therefore, be impractical, provided that the circumstances giving rise to the urgency were neither foreseeable by procuring entity nor the result of dilatory conduct on its part.
- b) Works that represent a natural continuation of previous work carried out by the firm when considering the limited size of the additional work in relation to the original procurement and the reasonableness of the price it will be cost effective to resort to single source procurement. However, the incremental work should not be more than 25 (twenty-five) percent of the original contract value;
- c) In case of an emergency situation, situations arising after natural disasters, situations where timely completion of the work is of utmost importance subject to the reason for such decision being recorded and approval of the competent authority obtained.
- d) Situations where execution of the work may involve use of proprietary techniques or only one contractor has requisite expertise.
- e) Under some special circumstances, it may become necessary to select a particular Agency where adequate justification is available for such single-source selection in the context of the overall interest of the CIL/Subsidiary.

The reasons for a STE and selection of a particular firm must be recorded and approved by the CA as per the delegation of powers laid down at in DoP, prior to single tendering.

The Procuring Entity shall ensure fairness and equity, and ensure that: the prices are reasonable and consistent with market rates for work of a similar nature; and the required work is not split into smaller sized procurements.

All works/purchase/ consultancy contracts awarded on nomination basis should be brought to the notice The Board of directors of CIL/Subsidiary.

The report relating to such awards on nomination basis shall be submitted to the Board.

A system of reports from the authority signing the urgency certificate and post facto review of utilisation of received goods/ works/ services to tackle the expressed urgency may be laid down.

The urgency of the work to undertake the STE shall be recorded in the file.

This shall be done in accordance with Rule 194 of GFR 2017

Note: Any future change in the provisions of GFR in this regard shall also be applicable.

v) By Item Rate /Percentage Rate Contract Basis (Maintenance Contract).

For revenue nature of works of any value, like white-washing, colour-washing, painting, repair of roads, replacement of doors and windows, sanitary items, cleaning, housekeeping, electrical items etc., and new minor works (new minor works are those whose estimated values are up to Rs. 5 lakhs) like addition/alteration to existing structures, extension of roads, small culverts, small pipe lines, repair of doors and windows, jungle cleaning and dressing etc. the following procedure shall be adopted:

- a) Staff Officer (Civil) shall identify and obtain normal sanction from the competent authority for the estimated projections of these works, which are expected to come up in each colliery/unit in a year. He shall call for tenders by giving due publicity depending upon the projected value work as per the laid down norms.
- b) The tenders received shall be finalized with reasonable rates and agencies shall be fixed accordingly before the financial year starts, preferably by January to undertake the works during the next financial year in different collieries/units. Such rates shall be valid for one/two years, as provided in the notice inviting bid, as per the decision of the GM/HoD(C)/Staff Officer (C)/Engineer in Charge.
- c) The contractor/contractors thus fixed shall execute the works as per the requirement of department on separate contract for each work. Engineer-in-Charge (Civil) in the Colliery/Unit shall also operate such approved contract rates within delegation of power of the Colliery In-charge/ Project In-charge.
- d) The Maintenance Contract may be fixed for one year/two years at the discretion of GM/HoD(C) /S.O(C). Duration of shorter magnitude can also be considered by GM/HoD(C) / S.O(C), based on exigencies/ nature of work.

For maintenance contract having mainly labour component like sweeping, cleaning, gardening etc., the BOQ may be divided into two parts, labour and supply. Such contracts may also be for a period more than a year and labour escalation for the full component of work related to labour only may be allowed (as per normal escalation formula) when duration of the contract is one year or more.

Proper action in advance should be taken for award of maintenance contract so that extensions of existing contracts are avoided.

In case extension becomes unavoidable, the following be ensured:-

- I. Consent on acceptance of existing terms and conditions and additional period.
- II. Extension shall be for a limited period only.

vi) By cost plus fee basis.

The cost of construction will be reimbursable on the basis of actual expenditure or cost of material and labour used and a fixed percentage towards profit and the management services rendered.

The form of contract may be applicable for projects with new technology; railway sidings etc. and all works executed through Govt. agencies, like State P.W.D., Railways, Central Government, PSUs etc. who have necessary expertise for executing such works (Ref Cl ix). In all such cases day to day supervision by department is limited. But regular monitoring of the progress is done to ensure timely completion of the work.

vii) Hired Agencies.

Normally it is the onus of CMPDI & its Regional Institutes to provide these services. But if in the opinion of the GM/HoD(C) of the Subsidiary, the work is urgent and CMPDI is not likely to meet the time schedule, he can place for consideration award the work to outside agencies with the approval of appropriate authority as per delegation of power.

Engagement of Private Architect / Consultant shall be resorted to only when the competent authority is satisfied about any of the following considerations:-

- (a) The deployment shall be economic.
- (b) Result into faster services due to urgent nature of work
- (c) CMPDIL or its regional institutes are busy and burdening it with the work will result into delay
- (d) Special and outstanding nature of work requiring substantial exposure for such nature of work(s) in the past.

Appointment of private Architect / Consultant shall be need based and will be on the basis of invitation of bids.

A firm which has been engaged to provide goods or works for a project and any of its affiliates will be disqualified from providing consultancy services for the same project. Conversely, a firm hired to provide consultancy services for the preparation or implementation of a project, and any of its affiliates, will be disqualified from subsequently providing goods or works or services related to the initial assignment for the same project. Consultants or any of their affiliates will not be hired for any assignment, which by its nature, may conflict with another assignment of the consultant.

In absence of empanelled consultant firm, consultancy services required for Major Roads, Railway infrastructure, services for quality control for major roads may be taken up through suitable agencies decided by CIL / subsidiary after approval from competent authority.

Consultancy work (such as proof checking of structural design or original structural design of typical or special structure, assignment of specialized job requiring analysis of structure and soil investigation and seeking expert advice can be assigned to IITs, NITs, Govt. Engineering Colleges and other Central / State Govt. Institutes without call of tenders with appropriate approval as per DoP. For Turnkey Works, proof checking of Structural Design/Soil Investigation etc. through IITs/NITs/Government Engineering Colleges may be made a part of Bidders responsibility at the discretion of the department.

viii) Emergent Works.

In emergent cases when nature of work so demands (CI.1.01.12), the award of work without call of tenders up to Rs. 10 lakhs may be adopted. However, such award of work shall be with the approval of appropriate authority as per D.O.P.

ix) Execution of work through Public Works Organization-

In case of specified works as decided by CIL/ Subsidiary, such works may be executed through Public Works Organization as defined in Rule 133(2) of GFR, 2017 and subsequent Rules 133(3) & 140 of GFR, 2017.

- Note:
- i. Any future change in the provisions of GFR in this regard shall also be applicable.
 - ii. Award of works to CMPDIL shall be dealt as per the policy of CIL.

Procedure for Assigning Work to PWO or PSU/ Organisations

- i) For the assignment of work PSUs, the CIL/Subsidiary, shall ensure competition among all such eligible PSUs/ organisations. This competition shall be essentially on the lump sum service charges to be claimed for execution of work. The award of work to a PSU should be taken as Project Management Consultancy (PMC) and the concerned PSU shall be treated as consultancy firm. Relevant methods (QCBS, LCS etc) for procurement of consultancy will be applicable. For better understanding of selection methodology of consultant(s), Rule 192 to Rule 194 of GFR 2017 and Manual for Procurement of Consultancy and Other Services, 2022 may be referred.

- ii) In exceptional cases, for assignment of work on nomination basis under provisions of para 3.1.3 of Manual for Procurement of Works (MoPW) of DoE to PSU, the conditions contained in para 3.5.7 of MOPW of DoE would apply. The work under these circumstances shall also be assigned only on the basis of lump sum basis.
- iii) For original works and repair works entrusted under the provisions of Para 3.1.2 and 3.1.3 of MOPW of DoE, the administrative approval and expenditure sanction shall be accorded and funds allotted by the concerned authority as per DoP. The Public Works Organisation or the Public Sector Undertaking or any organisation allotted work shall then execute the work entrusted to it in accordance with the rules and procedures prescribed in that organisation.
- iv) A Memorandum of Understanding (MoU) may be drawn with the Public Works Organisation or the Public Sector Undertaking for proper execution of work. The MoU should spell out the obligations on the part of Public Works Organization or PSU regarding execution of works as per proper specifications and for maintaining proper quality and speed of execution of works. Different stages at which funds shall be released to the Public Works Organization should also be clearly spelt out. Such MoU would normally be for a specific standalone work, but could also be for a Project consisting of a collection of related works. In case of MoU with Public work Organisations (PWOs) it could also be as a long-term framework MoU.

2.04 Register of Estimates:

A register of estimates shall be maintained and the estimates processed shall be serially numbered year wise for easy linkage with status of sanction. The register of estimates shall be used for monitoring the stages in processing an estimate from tendering to award of work and also for revision of estimates. It may be alternatively kept in digital form in secured mode in SAP.

2.05 Time schedule for the work:

For major works, the estimate should be preferably accompanied by PERT or BAR CHART to indicate the time schedule for sanction, tendering, execution etc. for the said job. This analysis will form the basis for prescribing duration of construction in the NIT. Guidelines for schedule of contract period to be considered for different value of works are given at Appendix-3 which should be followed as far as possible.

2.06 Empanelment of contractors:

For specific services like empanelment of architects/ consultants/ highly specialized services (to be identified by CIL/ Subsidiary), CIL/Subsidiary may empanel/ register contractors. Performance of such empanelled contractors should be reviewed periodically. The list of registered contractors shall be updated on a regular basis. The category/ class of contractors may be upgraded/ downgraded, or contractors may be de-listed based on their performance. Empanelment of contractors shall be done in a fair and equitable manner, preferably online after giving due publicity. The practice of inviting bids for works tenders only from empanelled contractors may be confined to tenders up to certain threshold value, as decided by the project executing authorities.

CIL/Subsidiary shall retain its option to reassess firms already enlisted, at any later date, to satisfy itself about the current financial soundness/ credit worthiness, facilities available, and so on. Thereafter, CIL/Subsidiary may decide to retain them as enlisted contractors for the requirements and monetary limit earlier considered or with necessary changes as deemed fit. In case of adverse reports, CIL/Subsidiary shall delete such firm from the enlisted contractors list.

Chapter 3: BUDGETARY CONTROL & MONITORING.

3.01 Annual Budget

The annual budget for the works shall be initiated from the Hqrs./Area/Projects/Units by identifying the work to be done. Provision is kept for the ongoing or spill over works (committed works) carried forward to the next year. The expenditure incurred for different works up to the end of the last financial year shall be compiled and the anticipated expenditure for the year of the action plan should be assessed and provision made in the budget.

New works to be taken up are identified at the time of preparation of annual plan against the sanctioned projects or existing mines or as the case may be as per the phased programme of construction indicated in the project reports. The approximate value of work is calculated from prevalent construction cost for the purpose of budgeting and provision is kept in the budget depending on the physical progress of construction and financial outlay required. The completion schedule and the value of the contracts shall form the basis for the formulation of budget.

Out of the total annual budget a maximum of 1%(one) may be provided for R & D activities related to Civil Engineering works which can be carried out either departmentally or through outside agencies in case the department does not have proper infrastructure/laboratory facilities. Fund for R&D will be spent on acquiring knowledge and introduction of new technologies in CIL's working. If the experiment does not succeed, no special sanction for writing off will be necessary.

The annual budget will contain a provision of 5% of the provision for new works in the subsequent year, for spending on preparatory works, such as survey and investigation, architecture and engineering etc. and other advance actions as necessary.

3.02 Budget Heads.

The budget for Civil Engineering works shall be compiled under the following heads of account:

A. CAPITAL BUDGET:

- i) **Land**
- ii) **Building:**
 - a) Residential buildings.
 - b) Non-residential buildings:
 - Welfare buildings.
 - Other buildings.
- iii) **Development:**
 - a) Mine development.
 - b) Roads/Culverts & Colony development i.e. drains etc.
 - c) Water supply, Sewerage disposal i.e. Treatment plants etc.
 - d) Haul road.
 - e) Rehabilitation work.
 - f) Landscaping etc.
 - g) Township electrification i.e. Street lighting etc.
 - h) Research and Development activities.
 - i) Expenditure on advance actions like survey investigation, architecture, town planning, design, engineering and documentation.
 - j) Wages, salaries and other expenditure of engineers and people engaged on construction, supervision of work of capital nature.
- iv) **Civil works for Coal Handling Plants/Coal Preparation Plants/Workshops.**
- v) **Railway sidings.**

B. REVENUE BUDGET:

- i. Maintenance of assets like residential/Non-residential/Industrial Buildings including Roads, other Services like Water Supply, Waste Treatment, Sewerage disposal, conservancy etc.
- ii. Wages, salaries and other expenditures of Engineers and people engaged on supervision of work of revenue nature.

3.02.1 Guidelines for Maintenance Cost of different works:

The following provisions for maintenance cost shall be kept in the annual revenue budget:

<u>Sl.No.</u>	<u>Items</u>	<u>Annual repair</u>	<u>Special Repair.</u>
i)	Type Qtrs. A,B,C D & Miners Qtrs.	1% of prevalent capital cost.	1/2% of prevalent capital cost per annum accumulated for 4 years.
ii)	Hospital/Canteen /Dispensary etc.	2.5% of prevalent capital cost.	1% of prevalent capital cost per annum accumulated for 4 years.
iii)	Industrial Buildings	1.5% of prevalent capital cost.	3/4% of prevalent capital cost per annum accumulated for 4 years.
iv)	Water supply	5% of prevalent capital cost.	2% of prevalent capital cost per annum accumulated for 4 years.
v)	Sewerage/ Drainage	1/2% of prevalent capital cost	1/4% of prevalent capital cost per annum accumulated for 4 years.
vi)	Roads	1/2% of prevalent capital cost	1/4% of prevalent capital cost per annum accumulated for 4 years.

NOTE: For very old buildings constructed more than 25 years ago or affected due to mining activity, special fund allocation in addition to above, may be made considering the status of building.

3.02.2 Frequency of Different Maintenance Works

i) Special Repair works like painting/ polishing of doors and windows, floor repairing etc. shall be done once in every four years. General Repair & Maintenance works of Welfare Buildings like Hospital, Dispensary, School and Non-residential buildings like office, sub-station etc. shall be done once in a year.

General Repair works like white washing & colour washing of Residential and Non-Residential Buildings shall be done as under:-

Sl.	Particulars	Residential Building	Non-residential Building
1	White Washing / Colour Washing / dry distemper	1 year	1 year

2	Polishing wooden doors/windows, Painting with plaster paint, synthetic enamel paint, oil bound distemper, acrylic paint, acrylic distemper.	3 years	2 years
3	Painting external surface with water proofing cement paint.	3 years	2 years
4	Cleaning and disinfecting of water storage / distribution tanks.	4 months	4 months
5	Text mat or poly mat based equivalent synthetic silicon based exterior paint.	5 years	5 years

ii) Black topping including necessary major repairing works of Roads shall be done once in every four years.

iii) For every change in occupation of quarter, General Repair works like White Washing/ Distempering, Colour Washing & other minor repairing works etc. shall be done for which a separate provision upto 1/8% of prevalent capital cost of residential Bldgs. shall be kept in the revenue budget.

iv) Separate provision for annual maintenance and servicing of other installations like air Conditioners, Lifts, sub-station (electrical equipment) etc. shall be kept in the annual revenue budget of the department.

3.02.3. Maintenance of Road Projects :-

All road construction projects (Cement Concrete Road and Bituminous Roads) with value of Rs.2 crore and above, shall include the provisions for maintenance of 05 (five) years without any cost implications. The contractor shall be responsible to maintain the roads till 5 years after its construction and shall adhere to the prescribed guidelines to the maintenance. The contract period shall consist of construction period of roads and 5 years for maintenance. The security deposit clause of general terms and conditions of the tender documents shall be modified so that 50% of the security deposit (i.e. 5% of the contract value) shall be refunded after 3 years of completion of construction work and the rest shall be refunded after successful completion of maintenance period of 5 years.

3.02.4 Maintenance of Haul Road Projects-

The contracts for construction of haul roads shall be framed with a provision of comprehensive annual maintenance. The period of comprehensive annual maintenance shall be life of the haul road or 5 years, whichever is less. The Tender conditions/document may be suitably modified as specified in Part-II of MCEW. The payment for routine maintenance of roads to the Contractor is performance based.

For the routine maintenance, there shall be a lump sum amount @ 2.5% of the contract value for the construction of the roads for the first three years of maintenance & 3 % of the contract value for the construction of the roads for the last two years of maintenance. 50% of the Security Deposit (i.e. 5% of the contract value) shall be refunded after three years of completion of construction work and the rest 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

3.03 Manpower Budget.

While formulating project report, manpower requirement for execution and maintenance of the project shall be clearly spelt out.

3.03.1 In this regard following will be considered for Civil Engineering personnel.

GM, HoD(C)/GM (C)/ CM(C)/Sr. Manager(C) will be the Engineer-in-Charge of all Construction & Maintenance works in HQ & Area level The definition of Engineer-in-Charge will be as per Clause 5.02.1.The EIC is to be designated by the Competent Authority of the company.



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Sr. Manager(C) / Manager (C)/ Dy. Manager(C)/ Asstt. Manager (C) will act as the In Charge of Work (to be nominated by the Engineer-in-Charge) for all works within their area of responsibility.

The above is subject to availability of proper supporting staff both at office and at field level with proper communication facility/ vehicle and administrative and financial power as mentioned the Clause defining the Engineer-in-Charge. (Clause.5.02.1)

3.03.2 The manpower requirement of Civil Engineering personnel, technical and supervisory staff etc. for the office of the GM, HoD(C)/GM(C)/ CM(Civil) at the company HQ level and Staff Officer(Civil) / CM(C)/ Sr. Manager(C) at Area level is to be considered under the overall corporate/ area level establishment. Separate establishment for monitoring and quality control of works shall be maintained at Hqrs. with direct reporting from individual projects/ areas. The indicative manpower requirement for different units/ activities of Civil Engineering department is as below-

Organization		HoD	Policy Cell	Tech/ Tender Cell	Reports/ Monitoring
CIL HQ	Corporate Level	E8	E7 & E6/E5	E7 & E6/E5/E4/E3	E4/E3/E2
		1	1	1	2
		EIC	Second Level	First Level	Supervisory Staff
CIL HQ	TA	E8/E7	E6/E5/E4	E4/E3/E2 (Multi discipline)	EA(C) /SRO(C) /O(C)
		1	1	2	2

Organization		HoD	Associate	QC	Tech Cell	Design Cell	Tender Cell	Reports/ Monitoring
Sub HQ	Corporate Level	E8	E8/E7	E7 & E6/E5	E6/E5	E7 & E5/E4/E3	E7 & E6/E5/E4/E3	E4/E3/E2
		1	1	2	2	2	2	1
For CMPDIL HQ		1	1	1	4	8	2	1
Sub HQ	Welfare/Infrastructure /CSR	E8	E7/E6/E5/					E4/E3/E2
		1	1					1
Sub HQ	ADMIN	E8	E7/E6/E5/E4/E3 (Multi discipline)					E4/E3/E2 (Multi discipline)
		1	1					1
		HOD/EIC		Second Level	First Level		Supervisory Staff	
Sub HQ	TA	E8/E7		E6/E5	E4/E3 (Multi discipline)		EA(C) /SRO(C) /O(C)	
		1		1	2		4	

Organization		HoD/EIC	Design Cell	Tender Cell	Second Level	First Level	Supervisory Staff
Area		E7	E7/E6/E5/E4	E6/E5/E4	E5/E4	E3/E2/E1	EA(C) /SRO(C) /O(C)
		1		2	1	2	4
RI of CMPDIL		1	4	2	1	1	2

Organization		HoD/EIC	Tender Cum Execution Second Level	First Level	Supervisory Staff
Project/Sub Area		E6/E5	E4/E3	E3/E2/E1/S OE	EA(C) /SRO(C) /O(C)
		1	1	2	6

Note:

1. In case of shortage of manpower, the roles may be clubbed together with higher or lower level.
2. Associate Finance executive and accountant shall be attached with Sectional Head of Civil Department at Project level, SO(Civil) and with GM(Civil).

3.03.3 Depending upon specific need of the department at various organizational level increase /decrease in the manpower (w.r.t. grade, number and cadre of executives) may be done.

3.04 Monitoring and Quality Assurance

3.04.1 Monitoring:

A system of project monitoring for each work shall in place before start of the work and same shall be available at site of work. 'Deadlines' or 'contractual milestones' should be set up and tabulated to facilitate monitoring of the progress of work. The work shall be monitored quarterly/ monthly/ fortnightly basis.

It is an important tool of Management. Monitoring can be done effectively by preparing a detailed programme of work in the form of PERT Chart or BAR Chart of all the activities for completing the work. The programme of work is prepared with great care taking into account the field conditions in consultation with the Contractors and the Engineers. The schedule of monitoring is fixed and the physical progress of work and the financial expenditure are regularly monitored as per the time schedule. Monitoring is done weekly at the lowest level and monthly at the Project level. For bigger Projects valuing more than Rs10 Crore or identified important Projects should be monitored through Project Monitoring tools.

The programme shall be flexible enough to permit modifications to meet unknown contingencies that disturb the planned sequence of operations. Monitoring helps in making necessary adjustments to bring the programme back in line.

Systematic steps are taken to ensure the programme is followed as closely as possible to achieve the desired level of progress of work and this also ensures planned expenditure as per the budget. This has been discussed in detail in the relevant chapter.

For Capital/ Specialized works with estimated value more than 10 Cr and more, the contractor has to submit project specific monthly progress report of the work in a computerized form (Management Information System Reports– MIS reports). The progress report shall contain the following apart from whatever else may be required to be specified:

- i) Project information, giving the broad features of the contract.
- ii) Introduction, giving a brief scope of the work under the contract and the broad structural or other details.
- iii) Construction schedule of the various components of the work, through a bar chart for the next three quarters for as may be specified, showing the milestones, targeted tasks and up to date progress.
- iv) Progress chart of the various components of the work that are planned and achieved, for the month as well as cumulative up to the month, with reasons for deviations, if any, in a tabular format.
- v) Plant and machinery statement, indicating those deployed in the work, and their working status.
- vi) Man-power statement, indicating individually the names of all the staff deployed in the work along with their designations.
- vii) Financial statement, indicating the broad details of all the running account payments received up to date, such as gross value of work done, advances taken, recoveries effected, amounts withheld, net payments, details of cheque payments received, etc.
- viii) A statement showing the extra and substituted items submitted by the contractor, and the payments received against them, broad details of the bank Guarantees, indicating clearly their validity periods, broad details of the insurance policies taken by the contractor, if any, the advances received and adjusted from the department, etc.
- ix) Progress photographs, in colour, of the various items/ components of the work done up to date, to indicate visually the actual progress of the work.
- x) Quality assurance and quality control tests conducted during the month, with the results thereof.
- xi) Any hold-up shall be specified.
- xii) Dispute, if any, shall also be highlighted.
- xiii) Monthly or fortnightly progress review by engineer and Procuring Entity with contractor may be necessary to ensure that contractor deploys sufficient resources to meet the deadlines.

3.04.2 Quality Assurance:

Quality assurance encompasses all the measures that are necessary to achieve the quality of a product. Specifically for Civil Engineering construction it implies that there are standards of construction for all works, which must be achieved. Knowledge/ consciousness about quality is therefore the first prerequisite of quality assurance.

Bureau of Indian Standards (BIS) has extensively covered various aspects of Civil Engineering constructions which must be followed for quality assurance. To start with, specifications covering materials and workmanship should be clearly drawn and laid down as per BIS codes/ other scientific bodies engaged in standardization (like NBO, MORTH/ IRC etc) Drawings should support the specifications in the form of notes, sketches etc. as far as practicable. Workmanship should be similarly covered to the possible extent in the form of acceptable limits of tolerance for any work. While drafting the contract documents, proper care should be taken for compliance of relevant standard codes. However, In case of conflict between the standard codes and the provisions of the contract, the later shall prevail.

3.04.3 In addition to manpower given at Cl. No 3.03.2, necessary supporting staff shall be provided to Managers.

In case of non-availability of qualified professionals/ engineers in house for establishment related to monitoring and quality assurance then the approval of competent authority shall have to be taken for deploying professionals from outside agencies. The provision for third party quality check may also be considered for a work with estimated cost of above Rs 10 Cr.

3.05 Mobility

For effective supervision of different works, timely fulfillment of Project completion and quality control, mobility is the most important factor, without which work is bound to suffer. The Civil Engineering cadres in CPWD, State PWD and other Govt. Departments are always equipped with the departmental vehicles and the same practice should be followed in Coal India and its Subsidiaries.

It is therefore essential that the following norms will be followed in providing vehicles:

(A) Producing Subsidiary

- i) GM/HoD(C)/ GM(C) one car for his exclusive use.
- ii) GM(C)/ CM(C)/ Different Cells at HQ level one Car/Jeep
- iii) Town Engineering/Administration at HQ - one Car/Jeep
- iv) GM(C)/CM(C) - S.O(Civil) - one Car.
- v) Engineer-in-Charge(C)/ Sectional Head of Project - one Jeep.
- vi) Asst. Mgr.(C)/Sr. Officer(Civil)- one Motor Cycle.

(B) CMPDIL (HQ) & RIs' of CMPDIL

- i) HQ - one Car This is required, as Engineers have to undertake frequent visits to mines & other offices.
- ii) RIs - one Car -do-

So far the cost of new vehicles and running of vehicles are concerned, the same may be met out of the provision of 3% as contingent to be kept in all the estimates.

In case of non-availability of vehicles, the GM/HoD(Civil)/ GM(Civil) will be empowered to hire vehicles depending upon the need based urgency.

3.06 Material Budget.

Subsidiary to decide on providing materials like Cement /Reinforcement Steel /Structural Steel / Pipes (CI/DI/GI)

to contractors awarded work for their various projects / works. As per present practice, cement / reinforcement steel etc. are procured by contractors for the works awarded to them. However, in case such materials are supplied by department, advance procurement action is to be taken and in such situation the following be also undertaken:-

Like manpower budget, material budget should also form a part of annual budget proposals. The material budget should be carefully worked out for different items of works in the various civil works in the annual plans. In the material budget projection of requirement for cement and steel assumes the most significant part. The lead time required for building up inventory for steel is very high and the progress of works suffer for want of sufficient quantity of required sections of reinforcement or structural steel. Cement & Steel has since been decontrolled.

The plant and machinery required for the construction and maintenance of haul roads in annual plans shall be identified from Project reports and budgets for their procurement initiated well in time. With the thrust on mechanized construction and maintenance of haul road in open cast mines and also for better maintenance of link approach roads this needs special attention.

Chapter 4: CONTRACTS, TENDER AND AWARD OF WORK

1) Definition of Contract.

- a. When one person signifies to another his willingness to do or to abstain from doing anything, with a view to obtaining the assent of that either to such act or abstinence, he is said to make a proposal;
 - b. When the person to whom the proposal is made, signifies his assent thereto, the proposal is said to be accepted. A proposal, when accepted, becomes a promise;
 - c. The person making the proposal is called the "promisor", and the person accepting the proposal is called "promisee",
 - d. When, at the desire of the promisor, the promisee or any other person has done or abstained from doing, or does or abstains from doing, or promises to do or to abstain from doing, something, such act or abstinence or promise is called a consideration for the promise;
 - e. Every promise and every set of promises, forming the consideration for each other, is an agreement;
 - f. Promises which form the consideration or part of the consideration for each other, are called reciprocal promises;
 - g. An agreement not enforceable by law is said to be void;
 - h. An agreement enforceable by law is a contract;
 - i. An agreement which is enforceable by law at the option of one or more of the parties thereto, but not at the option of the other or others, is a voidable contract;
 - j. A contract which ceases to be enforceable by law becomes void when it ceases to be enforceable.
- 2) According to Section 10 of the Indian Contract Act, 1872, only those agreements are enforceable by law which are made by the free consent of parties competent to contract, for a lawful consideration and with a lawful object, and are not expressly declared to be void. This is subject to any special law according to which a contract should be in writing and attested by witnesses.
- 3) The following are the essential ingredients of a contract –
- a) Offer made by one person called the "Promisor".
 - b) Acceptance of an offer made by the other person called the "Promisee".
 - c) Doing of an act, or abstinence from doing a particular act by promisor for promise, that is called consideration.
 - d) The offer and acceptance should relate to something which is not prohibited by law.
 - e) Offer and acceptance constitute an agreement, which when enforceable by law, becomes a contract.
 - f) In order to make a valid and binding agreement, the party entering into such an agreement should be competent to make such agreement.
- 4) For the purpose of an agreement, there must be a communication of intention between the parties thereto. Hence in the forms of a contract there is :
- a. A proposal.
 - b. Communication of acceptance of the proposal containing mutual Consideration
- 5) Following are essential requirements of a contract.
- i. Proposal and its communication
 - ii. Acceptance of proposal and its communication
 - iii. Agreement by mutual promises
 - a) Free consent of both parties
 - b) Mutual and lawful consideration for agreement.
 - c) Parties should be competent to contract
 - d) Object should be lawful
 - iv. Contract

- a) Certainty and possibility of performance Contract should not have been declared as void under Contract Act or any other law
 - b) Certainty, Commitment and Communication
 - v. Performance of Contract
- 6) The communication of acceptance of the proposal completes the agreement. An offer may lapse for want of acceptance or be revoked before acceptance. Acceptance produces something that cannot be recalled or undone. A contract springs up as soon as the offer is accepted and imposes an obligation upon the person making the offer. It has been opined by the Ministry of Law that before communication of acceptance of an offer, the tenderer would be within his right to withdraw, alter and/or modify his tender before its acceptance, unless there is a specific promise to keep the offer open for a specific period, backed by a valid consideration.
- 7) As per Section 10A in The Information Technology Act, 2000, Validity of contracts formed through electronic means. -Where in a contract formation, the communication of proposals, the acceptance of proposals, the revocation of proposals and acceptances, as the case may be, are expressed in electronic form or by means of an electronic record, such contract shall not be deemed to be unenforceable solely on the ground that such electronic form or means was used for that purpose.

4.00 Mode of Tendering, Bidding, Types of Contract

While the competent authority sanctions the estimate, the Engineer in Charge will decide the method of execution of work. Generally civil works are executed on contract by inviting tenders for all works. In case of emergency works, directly affecting the production in the mines or involving safety of workmen, the requirement of open tenders can be relaxed and the work can be executed by direct negotiations with the working contractors or by call of limited tenders amongst the working contractors with the approval of the competent authority as per the delegation of powers. In case of limited tenders the tender notice is sent to limited number of contractors who are considered suitable for undertaking the job within the time frame set for the urgent works.

Such list of contractors be finalized on the basis of decided criteria which shall be brought to the notice of approving authority. Efforts should be made to have more number of quality participants.

Press publication for emergency works can be avoided to save time. However, such notices should be sent to all eligible working contractors of the Area and also displayed in the notice boards.

A. Mode of Tendering:

- a. Open Tender Enquiry (OTE)
- b. Global Tender Enquiry (GTE)
- c. Limited Tender Enquiry-LTE
- d. Single Tender Enquiry (STE) or Selection by nomination
- e. Award of work through Quotation notice

B. Bidding System

- a. Single Stage Bidding System
 - i. Single stage single bid/envelope/ cover (1S1E)
 - ii. Single stage two envelope/ cover system (1S2E)
- b. Two stage bidding

C. Types of Contract

- a. Lump sum (Fixed Price) Contract
- b. Item Rate (Unit Rate) Contract
- c. Percentage Rate Contract
- d. Mixed Rate Contract
- e. Piece Rate Contract
- f. Engineering, Procurement, Construction (EPC) Contracts or Turnkey rate

- g. Public Private Partnership (PPP)

4.00.1 Mode of Tendering

4.00.1.1 Open Tender Enquiry (OTE)

This is the normal procedure of tendering where tenders are invited from the parties under a given set of terms & conditions, eligibility requirement covering their past experiences, present status, credibility and other conditions which may be included in the NIT for a particular tender depending upon the requirement of work. The minimum time for submission of tender and extent of publicity to be given are elaborated in the relevant clauses. The details about system have been elaborated at Para 4.02.

It is mandatory to publish their tender enquiries, corrigenda thereon and details of bid awards on the Central Public Procurement Portal (CPPP). CIL/Subsidiary shall also publish all its tenders on its web site.

Further a limited or open tender which results in only one effective offer shall be treated as a single tender enquiry situation, with relevant powers of approval etc.

4.00.1.2 Global Tender Enquiry (GTE)

For highly specialised/technical works where available technology is not adequate to meet the desired result, option for adopting Global tenders may be considered. This shall be only with appropriate approval.

GTE is similar to OTE but, through appropriate advertising and provision for payment in Foreign Currencies through Letter of Credit, it is aimed at inviting the participation of inter-alia foreign firms. The point of balance between VfM (Value for Money) and cost/ complexity of procedure is further aggravated as compared to OTE. Development of local industry also needs to be kept in mind. Hence, it may be viable only in following situations:

- a) Where required Technology/ specifications/ quality are not available within the country and alternatives available in the country are not suitable for the purpose;
- b) Very high value contracts where absence of a sufficient number of competent domestic bidders likely to comply with the required technical specifications, and in case of suspected cartel formation among indigenous bidders where participation of International bidders would enhance value for money.

Terms and Conditions

- i. Publishing of tenders may be done as described in case of OTE above. In addition, in GTE tenders copies of NIT should be circulated to Indian Embassies in relevant countries and embassies of those countries in India; and;
- ii. GTE tender documents must be in English and the price should be asked in Indian Rupees or US Dollars or Euros or Pound Sterling or Yen or in currencies under the Reserve Bank of India's notified basket of currencies or a mix of any of these currencies;
- iii. GTE tender documents must contain technical specifications which are in accordance with national requirements or else based on an international trade standard;
- iv. The due date fixed for submission of bid shall be usually about four to six weeks from the date of advertisement which may vary taking into account the nature of material called for as well as the time required to prepare the bids. The due date may be subsequently extended with the approval of the CA only to promote better competition and also considering account delivery requirement.

No Global Tender Enquiry (GTE) up to Rs. 200 crores shall be invited or such limit as may be prescribed by the Department of Expenditure from time to time. In exceptional cases where the CIL/Subsidiaries feels that there are special reasons for inviting GTE, for tenders below such limit, it may record its detailed justification and seek prior approval for relaxation from the Competent Authority specified by the Department of

Expenditure.

- a) The proposal for approval shall be submitted by Administrative Ministry with the concurrence of Financial Advisor and approval of Secretary concerned. The proposals submitted by individual offices/ organisation (e.g. autonomous bodies, Central Public Sector Undertakings and subordinate offices of Central Government etc.) will not be entertained.
- b) The proposals shall be submitted along with duly filled format

Before sending the proposals for approvals of the Global Tenders, following is to be ensured:-

- a) Domestic open tender must be floated to identify the domestic manufacturers/ service providers for the items/ services for which approval is being sought for issuance of Global Tenders. In case, if the Ministry/ Department has not floated a domestic open tender after 15.05.2020 for the items to be procured through GTE, such proposals will not be entertained. The proposal must contain the details of domestic open tenders, issued after 15.05.2020. These details shall cover tender number, date of opening, number of offers received, details of offers received, reasons why domestic suppliers were not considered etc.
- b) The proposal must contain the details of deliberations with DPIIT/ relevant industrial bodies for identification of domestic manufacturers/ service providers.
- c) The 3/5-year procurement plan as mandated by Public Procurement (Preference to Make in India) (PPP-MII) order issued by DPIIT must be published on website, before forwarding proposals for the purpose of procurement through GTE. Web-link of published procurement plan should be provided in proposal.

Exemptions/ Clarifications

- a. For procurement of specialised equipments required for research purposes, and spares and consumables, for such equipments up to Rs. 200 crore for the use of Educational and Research Institutes, Secretary of Ministry/ Department concerned shall be the competent authority to approve issue of Global Tender Enquiries for such requirements subject to fulfilment of conditions as laid down. The equipment should be of specialized nature required for research purposes and not the routine equipment used in offices.
- b. On procurement of spare parts of the equipments/ Plants & Machinery etc. on nomination basis from Original Equipments Manufacturers (OEMs) or Original Equipment Suppliers (OES) or Original Part Manufacturers (OPMs) as no competitive tenders are invited in such cases.
- c. On procurement of services like Annual Maintenance Contract (AMC) and auxiliary/ add-on components for existing equipments/ Plant & Machinery etc., which are procured from OEM/ OES/ OPM on nomination basis, as no competitive tenders are invited in such cases.
- d. Where procuring entities need to issue GTEs to fulfil contractual commitments/ obligations entered by them before 15.05.2020 i.e. bid has been submitted by them to their clients before 15.05.2020. Similarly, where procuring entities need to issue GTEs in view of existing collaboration agreements entered by them with foreign suppliers before 15.05.2020.
- e. Based on the reference received from Ministry of Health & Family Welfare, GTE can be floated for 128 Medical Devices (placed at Annexure-12). The exemptions is provided for such items till 31.03.2023. MoHFW will review domestic availability of these items at the end of 2022, keeping in view the Production Linked Incentive (PLI) scheme etc. launched by Department of Pharmaceuticals in Medical Devices and other relevant factors, in consultation with Department of Expenditure.
- f. For projects funded by Multilateral Development Banks (MDBs like The World Bank, Asian Development Bank etc.)/ Bilateral Funding Agencies (BFAs), where the procurement is governed by the conditions negotiated in the loan agreement, and where the project executing agencies from time to time further award works to various Autonomous Bodies (ABs)/ Central Public Sector Enterprises (CPSEs) etc., the Secretary of the Ministry/ Department responsible for execution of such project shall be the Competent Authority for approval for issuance of GTEs by such Autonomous Bodies/ CPSEs etc.

g. Exemption to semiconductor.

Educational, Research institutions and other units will make full efforts towards reducing of imports as per extant policy of Gol.

Procurements should preferably be made directly from the manufacturers. Either the agent on behalf of the foreign principal or the foreign principal directly could bid in a tender, but not both. Further, in cases where agents participate in a tender on behalf of one manufacturer, they should not be allowed to quote on behalf of another manufacturer along with the first manufacturer. Commissions and scope of services to/ by the agents should be explicit and transparent in the bids/ contracts.

4.00.1.3 Limited Tender Enquiry (LTE)

In case the work is of a specialized nature/ urgent nature with strict time frame and stringent quality requirements, limited tenders amongst registered/ working contractors or known agencies of repute may be invited with the competent approval, depending upon the value of work as per delegation of power. This mode provides a short and simple procedure, but may not provide as good a VfM as in case of open tendering.

Copies of the bidding documents should be sent free of cost directly by speed post/ courier/ e-mail/through e-procurement portal to firms which are enlisted bidders/ contractors.

Procuring Entity should also mandatorily publish its limited tender enquiries on Central Public Procurement Portal (CPPP). Apart from CPPP, the organisations should publish the tender enquiries on the website of CIL/Subsidiaries.

The minimum number of bidders to whom LTE should be sent is more than three. In case less than three bidders/ contractors are available, LTE may be sent to the available bidders/ contractors with approval of the CA, duly recording the reasons.

However, under the following exceptional circumstances, these may be considered for acceptance at the next higher level of competency:

Inadequate Competition

Non-availability of suitable quotations

Urgent demand and capacity/ capability of the firm offering the unsolicited being known, etc.

Further a limited tender which results in only one effective offer shall be treated as a single tender enquiry situation, with relevant powers of approval etc.

Limited tenders can be called in the following cases with prior approval of the competent authority as indicated above.

The work is required to be executed with great speed.

Not all contractors are able to take up such work and ensure speedy completion.

The work is of special nature requiring specialized equipment, which is not likely to be available with all contractors.

Specialized work and all contractors are not in a position to take up such work like Interior Furnishing (Hard & soft), afforestation, Landscape, Lawn, Garden, Catering and House- keeping.

Maintenance of very important buildings.

Works directly affecting production in the mines or involving safety of workmen.

Inauguration, foundation stone-laying and special occasions.

Other exigencies of the work so demand.

Such list of contractors be finalized on the basis of decided criteria which shall be brought to the notice of approving authority. Efforts should be made to have more number of quality participants.

In case registration system is in vogue, it be ensured that all registered contractors, of appropriate category, is informed. Information through website publication should be resorted to.

However, the provisions in this regard as stipulated in Guidelines of e-Procurement of Works and Services of CIL shall prevail in case of any contradiction.

4.00.1.4 **Single Tender Enquiry (STE) or Selection by Nomination**

The selection by direct negotiation/ nomination is called a single tender. This mode may be shortest but since it may provide lesser VfM as compared to LTE/ OTE and may also strain the transparency principle, it should be resorted to only under following conditions:

- a) There is an urgent need for the work and engaging in competitive tendering process would, therefore, be impractical, provided that the circumstances giving rise to the urgency were neither foreseeable by procuring entity nor the result of dilatory conduct on its part.
- b) Works that represent a natural continuation of previous work carried out by the firm when considering the limited size of the additional work in relation to the original procurement and the reasonableness of the price it will be cost effective to resort to single source procurement. However, the incremental work should not be more than 25 (twenty-five) percent of the original contract value;
- c) In case of an emergency situation, situations arising after natural disasters, situations where timely completion of the work is of utmost importance subject to the reason for such decision being recorded and approval of the competent authority obtained.
- d) Situations where execution of the work may involve use of proprietary techniques or only one contractor has requisite expertise.
- e) Under some special circumstances, it may become necessary to select a particular Agency where adequate justification is available for such single-source selection in the context of the overall interest of the CIL/Subsidiary.

The reasons for a STE and selection of a particular firm must be recorded and approved by the CA as per the delegation of powers laid down at in DoP, prior to single tendering.

The Procuring Entity shall ensure fairness and equity, and ensure that: the prices are reasonable and consistent with market rates for work of a similar nature; and the required work is not split into smaller sized procurements.

All works/purchase/ consultancy contracts awarded on nomination basis should be brought to the notice The Board of directors of CIL/Subsidiary.

The report relating to such awards on nomination basis shall be submitted to the Board.

A system of reports from the authority signing the urgency certificate and post facto review of utilization of received goods/ works/ services to tackle the expressed urgency may be laid down.

The urgency of the work to undertake the STE shall be recorded in the file.

This shall be done in accordance with Rule 194 of GFR 2017

Note: Any future change in the provisions of GFR in this regard shall also be applicable.

4.00.1.5 Award of work through Quotation notice

For smaller works of estimated value below Rs. 2 lakhs, quotation notice may be floated. This will be similar to open tender notice. The interested parties shall be asked to download Quotation document (comprising of NIQ and BOQ) from CPP portal or from the CIL/Subsidiary website. The period of circulation of such notice can vary from 5 to 10 days depending upon the value and urgency of work. Under emergency circumstances the circulation time may be further compressed, however, reasons for such compression may be recorded while taking final approval. Publicity by way of circulating notices as per Clause 4.03 may be resorted to in such cases. Such quotations shall be invited in Single stage single envelope/ cover system. However, the bidders must submit Earnest Money along with valid PAN, Document to support GST status of bidder and Valid Trade License, if required. The Notice Inviting Quotation (NIQ) shall be specially drafted incorporating measures of penalty in case of failure on the part of the Bidder to complete the work.

Alternatively, Quotation Notice may also be dealt as per Single cover System/Single stage single envelope/ cover system as provided in e-procurement guidelines for Works and Services.

Work Orders for works finalized through quotation notice shall also incorporate salient provisions of General Conditions of Contract in addition to BOQ and Scope of Work to bind the contractor in respect of quantity of work and time in which the work is to be completed.

4.00.2 Bidding Systems -

4.00.2.1 Single Stage Bidding System

In single stage bidding, all bids are invited together in a single envelope/ cover or in multiple envelope/ covers system. This bidding system is suitable where technical requirements are simple or moderate; capability of source of supply is not too crucial and the value of procurement is not too high;

i. Single Stage Single Bid/ Envelope/ cover System (1S1E)

Where it is feasible to work out the schedule of quantities and to formulate detailed specifications for Works and capability of contractor isn't critical and value of procurement is low or moderate, the single envelope/ cover system may be adopted, where eligibility, technical/ commercial and financial details are submitted together in the same envelope/ cover. This is the simplest and the quickest bidding system. The lowest responsive priced bid that meets the eligibility criteria, technical and commercial requirements laid down in the bid documents is declared as successful and awarded the contract.

This will be dealt as per e-Procurement Guidelines of CIL for Works and Services. All the tenders with ECV 2 lakh & above and below 50 lakh pertaining to Works and Services except Turnkey Tenders shall be dealt as per this system. There will be no technical and financial criteria in these tenders. However, for tenders pertaining to Safety and/or Production may have experience criteria as decided by competent authority of the subsidiary/ CIL HQ.

ii. Single Stage Two Envelope/ cover Systems (1S2E)

In technically complex requirements but where capability of source of supply is still not crucial and value of procurement is not low, a two envelope/ cover system may be followed:

- i) If required, Technical specification and techno-commercial conditions may be modified, after the pre-bid meeting in the two envelope/ covers. The pre-bid conference is to be organised before the bid submission date. It may be necessary to upload the pre-bid meeting minutes to the web-portals and some revised RfQ/ RfP documents where necessary.

- ii) The tenderers should be asked to bifurcate their quotations in two envelope/ covers. The first envelope/ cover, called the techno-commercial bid, contains the eligibility, technical quality and performance aspects, commercial terms and conditions and documents sought in the tender, except the price. In the second envelope/ cover, called the financial bid, the price quotations along are submitted. Both the envelope/ cover are to be submitted together in a sealed outer envelope/ cover, as it would not be desirable to invite financial bids after opening of techno-commercial bids;
- iii) The techno-commercial bids are to be opened in the first instance on the bid opening date and time, and scrutinised and evaluated by the tender committee (TC) with reference to parameters prescribed in the tender documents and responsive, eligible and technically compliant bidders are decided;
- iv) Thereafter, in the second instance, the financial bids of only the techno-commercially compliant offers (as decided in the first instance above) are to be opened on a pre-announced date and time for further scrutiny, evaluation, ranking and placement of contract. In e-Procurement, financial bids of technically non-compliant offers would not get opened;

This will be dealt as per e-Procurement Guidelines of CIL for Works and Services. All the tenders with ECV 50 lakh & above pertaining to Works and Services shall be dealt as per this system. There will be technical and financial criteria in these tenders. All Turnkey tenders shall be dealt as Turnkey Contract Chapter (i.e. Chapter 2) of Contract Management Manual.

4.00.2.2 Two Stage Bidding with Expression of Interest (Eol)

- i) There are instances where the Works to be procured are of complex nature and the procuring organization may not possess the full knowledge of either the various technical solutions available or the likely Contractors for such Works. To meet the desired objectives of a transparent procurement that ensures value for money simultaneously ensuring up gradation of technology & capacity building- it would be prudent to invite a two-stage Expression of Interest (Eol) Bids and proceed to explore the market and to finalise specifications based on technical discussions/ presentations with the experienced Contractors in a transparent manner. Expression of Interest (Eol) bids may be invited in following situations:
 - i) It is not feasible for the procuring entity to formulate detailed specifications or identify specific characteristics for the subject matter of procurement, without receiving inputs regarding its technical aspects from bidders;
 - ii) The character of the subject matter of procurement is subject to rapid technological advances or market fluctuations or both;
 - iii) The procuring entity seeks to enter into a contract for the purpose of research, experiment, study or development; or
 - iv) The bidder is expected to carry out a detailed survey or investigation and undertake a comprehensive assessment of risks, costs and obligations associated with the particular procurement.
- ii) The procedure for two stage bidding shall include the following, namely:
 - i) In the first stage of the bidding process, the procuring entity shall invite Eol bids containing the broad objectives, technical and financial eligibility criteria, terms and conditions of the proposed procurement etc without a bid price. On receipt of the Expressions of Interest, technical discussions/ presentations may be held with the short-listed Contractors, which are prima facie considered technically and financially capable of executing the proposed work, giving equal opportunity to all such bidders to participate in the discussions. During these technical discussions stage the procurement agency may also add those other stake holders in the discussions who could add value to the decision making on the various technical aspects and evaluation criteria. Based on the discussions/ presentations so held,

one or more acceptable technical solutions could be decided upon laying down detailed technical specifications for each acceptable technical solution, quality bench marks, warranty requirements, delivery milestones etc., in a manner that is consistent with the objectives of the transparent procurement. At the same time care should be taken to make the specifications generic in nature so as to provide equitable opportunities to the prospective bidders. Proper record of discussions/presentations and the process of decision making should be kept;

- ii) In revising the relevant terms and conditions of the procurement, if found necessary as a result of discussions with the shortlisted bidders, the procuring entity shall not modify the fundamental nature of the procurement itself;
 - iii) In the second stage of the bidding process, the procuring entity shall invite bids from all those bidders whose bids at the first stage were not rejected, to present final bid with bid prices in response to a revised set of terms and conditions of the procurement; and
 - iv) Any bidder, invited to bid, but not in a position to execute the work due to modification in the specifications or terms and conditions, may withdraw from the bidding proceedings without forfeiting any bid security that he may have been required to provide or being penalised in any way, by declaring his intention to withdraw from the procurement proceedings with adequate justification.
 - v) If the procuring entity is of the view that after EOI stage, there is likelihood of further participation by many more bidders and to avoid getting trapped into a legacy technology, the second stage bidding may not be restricted only to the shortlisted bidders of EOI stage and it may be so declared in the EOI document ab-initio. Thereafter in the second stage, normal OTE/ GTE bidding may be done. Such variant of EOI is called 'Non-committal' EOI.
- iii) **Invitation of Eol Tenders:** In Eol tenders, an advertisement inviting expression of interest should be published. The invitation to the Eol document should contain the following information:
- i) A copy of the advertisement;
 - ii) Objectives and scope of the requirement: This may include a brief description of objectives and broad scope of the requirement;
 - iii) Instructions to the bidders: This may include instructions regarding the nature of work, last date of submission, place of submission and any other related instructions;
 - iv) Formats for submission: This section should specify the format in which the bidders are expected to submit their Eol;
 - v) The Eol document should be made available to the interested bidder in website in a downloadable form; and

Pre-Notice Inviting Tender (NIT) Conference: In complex and innovative procurement cases or where the procuring entity may not have the required knowledge to formulate tender provisions, a pre-NIT conference may help the procuring entity in obtaining inputs from the industry. Such conferences should be widely publicised so that different potential suppliers can attend.

- iv) **Eligibility criteria:** The invitation to Eol should clearly lay down the eligibility criteria, which should be applied for short listing. Supporting documents required need to be clearly mentioned. However, appropriate eligibility criteria have to be designed, keeping in mind the specific objectives of the Eol. Criteria used should be measurable and based on documents that are verifiable. Definitions and

explanatory notes shall be provided for each criteria that are simple and unambiguous. It may also be advisable to cross-check and verify these documents, when in doubt.

- v) **Evaluation of EoI:** The bidders should be evaluated for short listing, inter-alia, based on their past experience of performance in a similar context, financial strength and technical capabilities, among others. Each bidder should be assigned scores based on the sum of marks obtained for each parameter multiplied by the weightages assigned to that parameter. All bidders who secure the minimum required marks [normally 60 (sixty) per cent] should be shortlisted. The minimum qualifying marks should be specified in the EoI document. Alternatively, instead of weighted evaluation, the EoI document may specify a 'fail-pass criteria' with the minimum qualifying requirement for each of the criteria, such as minimum years of experience, minimum number of Works executed and minimum financial turnover. Under such circumstances, all bidders who meet the minimum requirement, as specified, should be shortlisted. The short list should normally comprise at least four firms.

4.00.3 Types of contract-

There are different basis for linking payments to the performance of Contract (called types of contracts) – each having different risks and mitigation measures. Bids are called and evaluated based on the type of contract. The choice of the type of contract should be based on Value-for-Money (VfM) with due regard to the nature of Work. Adoption of an inappropriate type of contract could lead to a situation of lack of competition, contractual disputes and non-performance/ failure of the contract. Standard forms for all the types of contract mentioned below may be used for calling the tenders. Each type of contract is described briefly in subsequent paras, and criteria are suggested for their adoption. Mostly used types of contracts are:

- a. Lump sum (Fixed Price) Contract
- b. Item Rate (Unit Rate) Contract
- c. Percentage Rate Contract
- d. Mixed Rate
- e. Piece Rate Contract
- f. Engineering, Procurement, Construction (EPC) Contracts or Turnkey rate
- g. Public Private Partnership (PPP)

4.00.3.1 Lump sum (Fixed Price) Contract

- i) This form is used for work in which contractors are required to quote a lump sum fixed price figure for completing the works in accordance with the given designs, specifications and functional requirements. Bidder's price is deemed to include all elements of cost. Lump sum contracts are easy to administer because it is a fixed price for a fixed scope and payments are linked to clearly specified outputs/ milestones.
- ii) There may be tendency for the Contractor to cut corners on quality and scope of work by saving on resources employed. Disputes may arise due to different possible interpretations of quality and scope of work. The contract should include provision for evaluation of quality and scope of work.
- iii) As time is not linked to the payment, there may be tendency for the Contractor to save on deployment of resources which may result in time-over-run. While the payments are not linked to time, the assignment should be monitored per month to ensure that the progress of work per month is in line with planned and estimated time-line.
- iv) Lump sum service contracts should be used mainly for assignments in which the quality, scope and the timing of the Work are clearly defined. Lump sum contracts may be used where the Works can be defined in their full

physical and qualitative characteristics and risk for change in quantity or specification, and unforeseen difficulties and site conditions (for example, hidden foundation problems) are minimal. Thus, is suitable for stereotype/ repetitive residential buildings or other structures for which standard drawings are normally available. It is also suitable for minor bridge works, chimneys, bins/ silos, overhead tanks, whether on Department's design or that of the contractor. In the latter case, the Department shall spell out the requirements in detail to enable the contractor to prepare his designs and drawings accordingly, and submit them to CIL/ Subsidiary for check and approval before construction.

- v) The method of deriving the rates may be specified in the contract in order to regulate the amounts to be added to or deducted from the fixed sum on account of additions and alterations to drawings, designs and specifications not covered by the contract.
- vi) The contractor shall be paid from time to time as per the schedule specified in the contract or the full amount on completion of the work. In The concept of priced "activity schedules" may be used, to enable payments to be made on the basis of percentage completion of each activity. The billing schedule shall commensurate with the actual work done, and the risk of front-loading strictly guarded against.

4.00.3.2 Item Rate (Unit Rate) Contract

- i) For item rate tenders, contractors are required to quote rate for each individual items of work on the basis of Bill of quantities (BOQ) provided by the Procuring Entity in the Bid Documents. Reasonable variations in quantities can be allowed during the execution in terms of the contract. This is the most commonly used contract type for civil works.
- ii) The payment is made at the rate set out in the contract for the measured quantity
- iii) This type of contract is suitable for all types of major works such as buildings, bridges, culverts, roads, sewer lines, irrigation works, and carries the least risk of uncertainty for the parties.
- iv) Specifications, design, drawings and contract conditions (including availability of land, forest clearance, social and environmental impact assessment, where applicable) have to be critically appraised before the initiation of procurement process, in order to minimise the incidence of internal inconsistencies, variations, and situation of claims/ disputes or contract failure.

4.00.3.3 Percentage Rate Contract

- i) For percentage rate contract, the contractors are required to quote rate as overall percentage above or below the total estimated cost.
- ii) This type of contract works best when the work does not involve major design process and directions, and simple drawings are sufficient for execution. It saves on the time and effort of detailed design before the procurement process. This type of tender can be used in respect of for small and routine types of original works for which estimates can be made based on available schedule of rates and all repair works e.g. levelling and development works including such works as storm water drainage, water supply and sewer lines.
- iii) Bills for percentage rate contracts shall be prepared at the estimated rates for individual items only and the percentage excess or less shall be added or subtracted from the gross amount of the bill. The payment is made for the measured quantity. Contract provisions are made to determine the price of the items not included in SOR.

4.00.3.4 Mixed Rates

This form should be used in tenders for a work where the items of works constituting a substantial part of the estimated cost put to tender are based on department's approved schedule of rates and a smaller part is beyond approved SOR.

Percentage rate shall be invited for the items based on department's approved schedule of rates and item rates shall be invited for the items beyond approved SOR.

4.00.3.5 Piece Rate Contract

Piece Work Contract is to be used mainly in following cases:

- i) The cases, in which it is necessary to start the work in anticipation of formal acceptance of contract, an agreement on piece work contract may be drawn and the contract may be cancelled as soon as regular contract is signed.
- ii) For running contracts i.e. those for pipes, laying of sewerage etc. quotations are called periodically and a running rate contract is drawn up as a result of those quotations usually for one year. The piece work contract provides for payment of stipulated rates only when it refers to such quantity of time and also stipulates that the procuring entity may put an end to the agreement at his option at any time.

4.00.3.6 Engineering, Procurement and Construction (EPC) Contracts or Turnkey rate

- i) The Engineering, Procurement and Construction (EPC) (also called 'Design & Build' Contracts) approach relies on assigning the responsibility for detailed investigations, planning, design, construction and commissioning of the total project to the contractor for a lump sum price determined through competitive bidding. The objective is to ensure implementation of the project to specified standards with a fair degree of certainty relating to costs and time while transferring the construction risks to the contractor.
- ii) Unlike the normal practice of construction specifications, the technical parameters in the EPC Agreement are based mainly on output specifications / performance standards. Procuring Entity specifies only the core requirements of design and construction of the project that have a bearing on the quality durability, reliability, maintainability and safety of assets and enough room is left for the contractor to add value. The Contractor has full freedom to design and plan the construction schedule using best practices to achieve quality, durability, reliability, maintainability, and safety as specified along with efficiency and economy. Projects risks such as soil conditions and weather or commercial and technical risks relating to design and construction are assigned to the Contractor. The Procuring Entity bears the risk for any delays in handing over the land, approvals from local authorities, environment clearances, shifting of utilities and approvals in respect of engineering plans.
- iii) The entire responsibility from concept to commissioning including design, construction, procurements, and installations shall be left to the contractor with least interference but with strong supervision from the company. The department before the execution of works approves the designs, drawings and specifications. For approving designs, department may take help of CMPDIL / suitable consultants/ Engineering colleges/ Government Departments as elaborated in clause 2.03 (vii).
- iv) For preparation of Turnkey contract documents, department may take help of CMPDIL / suitable consultants. Department may also on its own prepare Preliminary Bid Document related to turnkey contract. Based on such documents pre NIT discussion may be carried out after giving Notice in website. Preliminary Bid document is hosted in the website and discussion carried out with prospective bidders based on this document, on a date mentioned in the Notice. Thereafter scope of work, specification, technical parameters, terms of payment etc. are finalized. The Final bid document shall thereafter be prepared and bids invited. This process shall be termed

as Pre NIT.

- v) Selection of the contractor is based on open competitive bidding. All project parameters such as the contract period, price adjustments and technical parameters are to be clearly stated upfront. The bidder who seeks the lowest payment is awarded the contract. The contract price is subject to adjustment on account of price variation during the contract period as per a specified formula. It also lays down a ceiling of 10 (Ten) per cent of contract price to cater for any changes in the scope of project, the cost of which the Procuring Entity will bear.
- vi) Before submitting tenders, the tenderer shall have to satisfy themselves about the location of work, scope of work, technical parameters and actual quantity involved, which shall be the basis of offer. The contractor shall have no claim for any payment on account of deviation and variation in quantity of any item(s) or Components of the work unless they are authorized deviations from the parameters, drawings and Specifications contained in the tender document.
- vii) The selected Contractor carries out survey and investigations and also develops designs and drawings in conformity with the specifications and standards laid down in the Agreement. Procuring Entity's engineer (also called owner's engineer) reviews the design and drawings to ensure that these conform to the scope of the project, design standards and specifications. Any comments by the Procuring Entity on the design proposals submitted by the contractor are to be communicated in totality once in a time-bound manner as indicated in the schedule. The contractor is free to proceed with construction after the expiry of specified period in case no remarks/ clearances are given by the Procuring Entity.
- viii) The Contractor is liable to pay Liquidated Damages for each week or part of the week of delay beyond the specified date of completion, subject to the total amount of Damages not exceeding 10 (ten) per cent of the Contract Price. However, the Contractor is entitled to time extension arising out of delays on account of change of scope and force majeure or delays caused by or attributable to the Procuring Entity. If so provided in the Bid Document, Procuring Entity is also liable to pay bonus (normally should not exceed five percent) to the Contractor for completion of the project before the scheduled completion date, if so provided in the contract documents.
- ix) Monitoring and supervision of construction are undertaken through Procuring Entity's engineer, (a qualified firm that may be selected through a transparent process) acting as a single window for coordination with the contractor.
- x) Each item of work is further sub-divided into stages and payment based on output specifications and performance standard is to be made for each completed stage of work. Defects liability period of five years or as decided by Tender Approving Authority, may be specified in the Agreement in order to provide additional comfort to the Procuring Entity.
- xi) The selected Procuring Entity's Engineer (Consultant) has to have good experience in design, project supervision and works management. The Procuring Entity organisation must have an experienced team to super check the quality of supervision exercised by the owner's engineer, including quality of design review, site supervision, quality audits, etc. Periodic audits of the Procuring Entity's Engineer functioning are desirable in ensuring that the Procuring Entity's Engineer carries out his tasks professionally.
- xii) In complex projects, a third party consultant be deployed for specific tasks like design audit, quality audits, safety audits, etc., to cross-check the Procuring Entity's Engineer's diligence in the process.
- xiii) In EPC contracts, since primary responsibility to execute the work lies with the EPC contractor, success of the project also depends upon the quality of the tender document wherein enough clarity on the broad framework for execution of the work and the obligations of the contractor needs to be built in.

- xiv) Milestones for payment to the contractor should be fixed in a manner that facilitates smooth cash flow for the contractor as well as for progress of the work. Milestones fixed should avoid excessive front loading or back loading, i.e., amount of payment should be commensurate with stage-wise quantum of work/ cost incurred. Milestones for payment to the contractor should also be linked with the deliverables.
- xv) In case of EPC contracts, only general arrangement drawings and architectural control parameters should be part of the EPC tender document. In case of EPC contracts, timelines for submission of drawings by the contractors and approval thereof by the competent authority should be clearly prescribed in the tender document, wherein, damages for non-adherence of such timelines in this regard may also be incorporated.
- xvi) EPC contracts shall specify broad technical specification and key output parameters. Over-specification of design may lead to increase in cost. Technical specifications shall be framed in such a manner to allow sufficient freedom to the contractor to optimize design. Provisions on the following should be included in commercial conditions :
 - a) Limitation of liability for procuring entity as well as contractor.
 - b) Deviation limits and procedure for change of scope.
 - c) Contract closing timelines and procedure to ensure timely closing of contract.
 - d) Performance parameters and liquidated damages for shortfall in performance
 - e) Risk matrix and responsibilities of the contractor and the procuring entity.
- xvii) In addition, a latent defect period beyond the defect liability period may be included to protect the procuring entity and public authority interest in case of any design/ engineering defect after the defect liability period is over, wherever appropriate.
- xviii) To mitigate the risk involved in the methodology proposed by the contractor, the project executive authority shall either have an in-house engineering, quality assurance and project management expert or alternatively hire an experienced engineer to intensively examine the proposal submitted by the contractor. Project executing authorities are to ensure that optimal technological solutions are provided by the contractor.
- xix) To ensure equality, regular inspection and quality checks must be carried out. The Project, executing authority shall carry out stage inspections in manufacturing of critical equipment/critical activities of the project.
- xx) EPC tenders shall preferably be under two / three-part tendering systems. In special cases Two Stage Tendering may also be done wherein in the first stage only Request for Qualification (RFQ) shall be hosted online and in the second stage Request for Proposal (RFP) shall be hosted online seeking proposals from qualified bidders in first stage
- xxi) Tenders for Turnkey works, following provisions of CMM Chapter Two, may be invited for specialized nature of work like design and construction of Water Treatment Plants, Sewage Treatment Plants, Coal Handling Plants, Washeries, specialized comprehensive buildings/ complexes, bridges, ROB, specialized architectural structures etc. (to be decided by SO(C)/GM/HoD(C) as applicable).

4.00.3.7 Public Private Partnership (PPP)-

PPP means an arrangement between a government/ statutory entity/ government owned entity on one side [Sponsoring (PPP) authority – or simply the Authority] and a private sector entity (a legal entity in which 51% or more of equity is with the private partner/s - concessionaire) on the other, for the creation and/ or management of public assets and/ or public services, through investments being made and/ or management being undertaken by the concessionaire, for a specified period of time (concession period) on commercial terms, where there is well defined allocation of risk between the concessionaire and the Authority; and the concessionaire (who is chosen on the basis of a transparent and open competitive bidding), receives performance linked payments that conform (or are benchmarked) to specified and pre-determined performance standards, measurable by the Authority or its representative. For further information, PPP instructions issue by Department of Economic Affairs (DEA), Ministry of Finance from time to time, may be referred.

4.01.1 Fixed Budget-based Selection (FBS) for consultancy services:

The Fixed Budget based Selection (FBS) method is allowed for selection of consultants. Under this method, cost of the consulting services shall be specified as a fixed budget in the tender document itself. FBS may be used when:

- (i) the type of consulting service required is simple and/or repetitive and can be precisely defined; and
- (ii) the budget can be reasonably estimated and set based on credible cost estimates and/ or previous selections which have been successfully executed; and
- (iii) the budget is sufficient for the consultant to perform the assignment.

Under FBS, the selection of the consultant shall be made by one of the following two methods:

- (i) By a competitive selection process, based only on quality, using specific marking criteria for quality in the manner indicated in Rule 192(1) of the GFR. The proposal with the highest technical score that meets the fixed budget requirement shall be considered for placement of contract.
- (ii) In cases of repetitive or multiple assignments, by empaneling suitable consultants, through an open advertised process with specified quality criteria. Thereafter, selection of a specific consultant for a specific assignment from such panel shall be based on timeliness, practicability, number of other assignments already given to that consultant in the past, etc. In such cases the budget for each assignment shall also be fixed by CIL/ Subsidiary.

4.01.2 Quality-cum-Cost based Selection (QCBS) for Works and Non-Consultancy Services:

- a. CIL/ Subsidiary are hereby allowed to use QCBS for procurement of works and non-consultancy services in the following cases:
 - (i) where the procurement has been declared to be a Quality Oriented Procurement (QOP) by the competent authority or
 - (ii) for procurement of Non-Consulting Services, where estimated value of procurement (including all taxes and option clause) does not exceed Rs 10 crore.

Note: In cases where estimated value was less than Rs 10 crore, but on tendering, following QCBS process, it is proposed to place contract for more than Rs 10 crore, the following procedure shall be adopted:

- (a) *In case the difference between estimated value (including taxes etc as above) and value of the proposed contract (including taxes etc) is less than 10% of the estimated value, there will be no bar on placement of contract.*
- (b) *In all other cases, the procurement process is to be scrapped and restarted either as QOP or on non QCBS basis.*

The principles of QCBS shall be as provided in Rule 192(i), (i) and (iii) of the GFR. However, the maximum weight of the non-financial parameters shall in no case exceed 30%.

- b. The Competent Authority for allowing QCBS shall be as follows:
 - (i) For declaring a procurement as QOP is the Board of Director of CIL/ Subsidiary.
 - (ii) For Non-consulting Services not exceeding Rs.10 crore in value: the authority or officer two levels above the officer competent to finalize the particular procurement, or the Board of Directors of the CIL/ Subsidiary whichever is lower.
- c. In all cases of QOP, a Special Technical Committee (STC) shall be constituted with the following composition:

- (i) Two or more persons who have expert knowledge and/or long experience relevant to the procurement in question;
 - (ii) One or more persons with extensive experience in handling projects and/or finance,
 - (iii) One or more persons with experience in financial management/ financial administration/audit/accountancy,
 - (iv) Not more than one member representing the concerned department who may inter alia provide administrative support to the Committee.
 - (v) Any person who is a member of the STC shall not associate himself in any manner with any bidder for the procurement concerned.
- d. The names of members of the Special Technical Committee shall be decided either by the Competent Authority specified in para b above or by any other authority to whom such power is delegated by the competent authority; however, powers shall not be delegated to the officer or authority competent to finalize the particular procurement.
- e. The STC shall make specific recommendations on the following matters:
- (i) The weight to be given to non-financial parameters (not exceeding 30%).
 - (ii) The specific quality/ technical parameters, their weights, their scoring methodology, the minimum qualification score etc. and other relevant criteria necessary for ensuring fair and transparent quality/ technical evaluation of the bids.

The recommendations of the STC shall be followed except where there are special grounds for deviating from them. However, every case of deviation from the recommendations of the STC shall require approval of the Competent Authority specified in clause b(1) above who approved the declaration of the procurement as QOP.

- f. In respect of QCBS for Non-Consultancy Services not exceeding Rs.10 crore, a Technical Committee shall be constituted to carry out functions mentioned in para e in lieu of the STC. The composition of the Technical Committee shall follow the provisions of para c (i) to (v).
- g. Grounds for Declaring a Procurement to be Quality Oriented Procurement: A procurement should be declared as a QOP only if there is enough justification in terms of value addition or enhancement of delivery or paramount importance of quality. Reasons for not adopting two cover/ pre-qualification-based/ least cost system shall be documented.
- h. Tender Documents - Fixing/ Selection of the Evaluation/ Qualification Criteria
- (i) To ensure quality, some of the criteria used in marking may be made mandatory and if a bidder does not meet those, then bids shall not be evaluated further.
 - (ii) Weightage may also be given for timely completion of past projects of similar nature by the bidder.
 - (iii) In all cases of QOP, a pre-bid meeting shall be held in which the technical criteria including the marking scheme shall be discussed with the potential bidders. If any changes in the criteria are necessitated by such consultation, such changes shall require the recommendation of the STC. In Non Consultancy Services, pre-bid meetings may be held at the discretion of Competent Authority.
- i. Fixing of Scoring/ Marking Criteria:
- (i) The scoring should not be a variable that relies on the subjective opinion of the evaluating panel. The marking scheme should enable achievement of almost similar scores irrespective of the persons/ experts being involved in the evaluation process. When the outcomes are consistent for the available information, the QCBS parameters are more reliable. Unambiguous description and criteria help to

avoid grey areas so as to ensure that there is only one possible score for the item. As far as possible, the criteria should be so specific and clear that bidders can self-mark their own bids.

- (ii) It is better to specify minimum marks for meeting the qualifying criteria specified.
 - (iii) Examples of fixed quality parameters that ought not to be considered for relative scoring include organizations ISO/ standards' accreditation, etc. These are required to establish the credentials of the service provider but cannot be used for relative comparison between various bidders.
 - (iv) Bidders should be asked to produce certificates for the past performance. A format may be given in the tender itself outlining the contract details, completion, sustainability of service etc. and bidders may be asked to fill it and give evidence to that effect.
 - (v) Bidders may be asked to submit a detailed presentation on their proposals in the form of soft copy along with the bid so as to facilitate better understanding of their proposal and to ensure commitment.
 - (vi) Besides the Bill of Quantity (BOQ) output criteria for payment, Key Performance Indicators (KPIs) may be specified with minimum achievement levels for payment so as to ensure quality compliance.
- j. Evaluation of QCBS Bids: For evaluation, a suitable committee shall be constituted. However, members of the STC shall not be involved.
- k. Joint ventures in QCBS:
- (i) In conventional tenders, some bidders adopt "name borrowing" and Joint Ventures (JV) often do not function in letter and spirit. This results in lack of quality and accountability. JVs often end in one-sided participation, diluting the essence of the tender evaluation during its performance. Since quality is given weightage in the evaluation itself, in QCBS procurement, it is even more important to guard against such tendencies. Therefore, Joint Ventures may be avoided in QCBS procurements as far as possible. Joint Ventures could, however, become necessary in high technology or innovative projects where a single entity may not be able to execute the work alone.
 - (ii) If JVs are allowed, adequate safeguards should be provided. Since weightage for quality/ experience influences the award itself, measures should be taken to ensure that all the JV partners are present and deliver services all through the contract period. An Implementation Board with participation of all JV partners may be provided for wherein the Project Manager from the procuring entity shall also be allowed audience when required. Meeting of JV partners with the project executing authority for quarterly progress review may be made as a criterion linked to achievement of key dates or even payment.

4.01.3 Special Purpose Limited Tender (SPLT):

This system may be adopted when part work is to be taken up under clause no. 11 of General Terms & Conditions of Part II of MCEW. This can be awarded for works of estimated value less than Rs.50 lac.

However, for issuance of this tenders in such cases, at least 20%, of work should have been billed by the contractor who has abandoned the work. Procurement approval of such tender should be at the next higher level.

For this, the following procedures may be adopted:

- i. Tenders shall be invited on e-Procurement Portal of CIL.
- ii. All working Contractors /Contractors who have been awarded similar nature of work in last 3 years in the same Subsidiary shall be allowed to participate and more than 3 valid bids shall be taken.
- iii. It shall be single cover system in which Bidder shall submit letter of bid, financial criteria (as applicable as per the original work) and BOQ i.e. price bid.
- iv. Bid shall be opened after 07(seven) days after the date of publication. Bidders shall get 7 x 24 hours to submit the bid. No auto-extension shall be allowed, even if the 08th day is a Sunday or Holiday, Bid will be opened at 4 PM on the 8th day.

- v. The work may be awarded in 5 days (including period seeking clarifications/ any shortfall documents which may be obtained online on e-Procurement portal) after justification of the offered price. The evaluation of the bids should be completed within 4 days of above allowed time.
- vi. The issuance of LOA/letter of award and its electronic communication on e-Procurement portal shall constitute execution of contract/agreement. The Contractor will have to commence work within next 05 days of award of work.
- vii. The EMD as well as Performance Security Deposit (PSD) shall be applicable as per the existing provisions. However, no payment shall be made without submission of PSD and execution of formal agreement.
- viii. All other provisions of MCEW shall be applicable.
- ix. No extension (quantity or time) shall be allowed in such cases.
- x. CFDs of CIL/Subsidiary shall be approving authority. No further sub-delegation shall be allowed.

4.02 PREPARATORY WORKS FOR TENDERING.

Before the tenders for a work are invited, the scope of work, the detail estimate showing the quantities, rates and amounts of the various items of work, and also the specifications to be adopted, be prepared.

The estimated cost put to tender in NIT shall preferably be worked out based on approved schedule of rate, where major / most of the items belong to subsidiaries approved schedule of rate and analyzed rate / market rate for non-scheduled items. The estimated cost put to tender in NIT may also be based on other approved mode of estimation depending on nature of structures / works. Such estimated cost put to tender shall normally be duly approved.

Before approval of NIT, the following are desirable.

- i) Availability of clear site as per clause no. 5.01 and funds.
- ii) Confirmation that materials to be issued to the contractor, if any, would be available.
- iii) Availability of structural drawings for the foundations.
- iv) Lay out plan for all services.

Preparation of Tender document.

The tender papers are the most vital documents for execution of work through outside agencies and discrepancies in tender documents may lead to serious repercussions in execution of the works. Tender documents should therefore be very carefully prepared with close scrutiny.

Tender documents of work comprising of the following should be prepared by technical cell and approved by GM, HoD(Civil) for Head Quarter works or SO(Civil) for Area works, for standard normal works. The document prepared shall be as per approved provisions of the manual.

- a) Notice Inviting Tenders
- b) Instructions to Bidders, Forms Of Bid and Qualification Information and Undertaking
- c) General, Special and additional Conditions of Contract (all or as applicable).
- d) Scope of Work including Technical Parameters (if applicable).
- e) Specifications.
- f) Schedule of Quantities of Work.
- g) Drawings, if any.
- h) Safety Code
- i) In case of issue of materials, declaration of issue rate of materials and its nomenclature.
- j) Standard formats like Bank Guarantee and Articles of Agreement etc.
- k) Integrity Pact (applicable for works with estimated cost more than Rs. 200 lakhs/ as decided by CIL/ Subsidiary).

All contracts shall contain a provision for the followings:

- a) Recovery of liquidated damages (LD) for delay in performance of the contract on the part of the contractor;
- b) A warranty clause/ defect liability clause should be incorporated in contracts for plant and machinery and works, above a threshold value, requiring the contractor to, without charge, replace, repair or rectify defective goods/ works/ services;

- c) All contracts for supply of goods should reserve the right of the government to reject goods which do not conform to the specifications;
- d) Payment of all applicable taxes by the contractor; and
- e) How the appointed day or day of starting of the work shall be determined.

NOTE: However, in case there is deviation from the standard provisions of manual, special technical provisions and special commercial terms due to exigencies or specialized nature of work, approval for NIT shall be from the appropriate authority delegated with powers to award. In case approving authority is Board, CMD shall be the approving authority for the NIT / Bid.

The approved draft Tender Document is to be kept in safe custody. There shall not be any discrepancy between the approved copy and Tender document uploaded in the website.

The standard tender document/NIT for different Categories of Works/Services shall be prepared as per provisions given in Clause 8 of Chapter 1 of e-Procurement Guidelines of CIL for Works and Services.

Special Conditions of Contract (SCC):

Any additions, deletions, or variations to the GCC felt necessary for a particular project shall be done by an appropriate entry in the SCC. Conditions of a special nature and project-specific conditions shall be rationally incorporated. Special conditions shall be approved by the authority competent to accept the tender. While drafting SCC, the circumstances warranting them shall be duly considered, including but not limited to the following:

- a) Where the wording in GCC specifically requires that further information is to be included in SCC and the conditions would not be complete without that information;
- b) Where the wording in GCC indicates that supplementary information may be included in SCC, but the conditions would still be complete without that information;
- c) Where the type, circumstances or locality of the works requires additional clauses or sub-clauses; and
- d) Where the laws of the country, or exceptional circumstances, necessitate alterations in GCC. Such alterations are affected by stating in SCC that a particular clause, or part of a clause in GCC, is deleted and giving the substitute clause or part, as applicable.

Pre-Notice Inviting Tender (NIT) Conference: In complex and innovative procurement cases or where the procuring entity may not have the required knowledge to formulate tender provisions, a pre-NIT conference may help the procuring entity in obtaining inputs from the industry. Such conferences should be widely publicised so that different potential suppliers can attend.

For a successful pre-NIT Discussion, a provisional set of Bid documents, covering all aspects of Scope of work, eligibility-criteria (if any), technical parameters (If any) and conditions of contract be prepared and hosted in the web-site.

The provisional bid document shall cover a notice for pre-NIT discussion on a suitable date. The notice shall request participation of interested bidders and offer comments/ suggestion for incorporation in the final document. Such comments / suggestions (on any/all aspect of the document) may be suitably incorporated, if found necessary, and final bid document be drafted. This final draft, after due approval shall be the final bid document.

Bids be invited thereafter as per standard practice.

Pre-bid Meeting:

In case of turnkey contract(s) or contract(s) of special nature for procurement of sophisticated and costly work/ services/ equipment or wherever felt necessary, a suitable provision is to be kept in the bidding documents for inviting the bidders or their official representatives to attend one or more pre-bid conference at a specified place and time, for clarifying issues and clearing doubts, if any, about the specifications/ Terms of Reference and other allied technical/ commercial details of the work, services, plant, equipment and machinery etc.

Bidders should be asked to submit written queries in advance of the conference. After the conference, Minutes of the pre-bid meeting including all the questions and replies shall be prepared and approved by the Tender Inviting Authority. In order to bring clarity to replies, all questions/ answers and needed amendments should be merged in the sequence of clauses in the bidding document. It is a good practice to consolidate all queries received either as part of pre-bid meeting or just after issuing bidding documents and deal with in a comprehensive way. Minutes of the meeting, including the text of the questions raised and the responses given, shall be uploaded in the portal. The techno-commercial requirements may be revised if considered necessary by way of issue of a formal corrigendum (mere minutes of the meeting of pre-bid conference would not suffice) and uploaded in the portal. These pre-bid minutes shall be published along with the bid documents on the appropriate website including CPPP.

Any significant change in condition necessitated from Pre-Bid meeting shall require approval of respective FDs and subsequently, Document download date, Bid submission end date and bid opening date shall be shifted to a date 15 days beyond the date on which changed condition is uploaded. The seek clarification end date shall be adjusted as per e-Procurement Manual for works and services of CIL.

Notice inviting authority may decide to incorporate pre-bid meeting in the bid-notice. Non-attendance in the pre-bid meeting will not be a cause for disqualification of the bidder. Relevant issues raised and clarification given may be hosted in the web-site without disclosing the name of the bidder.

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

For procurement of highly technological and complex works, tender submission dates may be extended by the CIL/Subsidiaries in order to reply queries in the pre-bid meetings or any other justifiable reason.

4.03 Publication of Notices Inviting Tenders.

4.03.1 PUBLICITY.

- a) As per the office Order issued by GM(MM), CIL vide No. CIL/C2D/Office Order/1341 dated 13.02.2020, publication of individual tenders in newspaper and other print media is dispensed with and one common window advertisement by CIL(HQ) and/or Subsidiary HQs may be published in national dailies, regional and local newspapers, once in a fortnight, indicating that all the tenders issued by CIL and its Subsidiaries for procurement of Goods, Works and Services are available on the above portals and that procurement is also done through GeM portal.

Publication of the following Common Window Advertisement in National dailies, regional and local newspapers on fortnight basis may be arranged and also arrange for scrolling of the same on the respective Subsidiary website.

“All the tenders issued by CIL and its Subsidiaries for procurement of Goods, Works and Services are available on website of Coal India Ltd. www.coalindia.in, respective subsidiary Company, CIL e-Procurement portal <https://coalindiatenders.nic.in> and Central Public Procurement Portal <https://eprocure.gov.in>. In addition, procurement is also done through GeM portal <https://gem.gov.in>.”



- b) For works of estimated value up to Rs. 2 lakhs for which quotation notices are invited, it will be sufficient if the quotation notice is displayed in the Notice Board in the following manner: -
- i) For Head Quarter Works – At Notice Boards of Head Quarter as well as at the Unit Office of Head Quarter, if any.
 - ii) For Area Works – At Notice Boards of Area Office as well as at the Notice Boards of all the Units under the Area.
 - iii) For Works at Unit – At Notice Boards of the concerned Unit, other Units of the concerned Area and Notice Boards of concerned Area Office.

The above may be modified based on standard decision of the subsidiary.

In addition, the complete bid document along with NIT shall be published on the website of the company portal / Govt. Portals (i.e. CPP Portal).

- c) In case of procurement through a limited tender, the NIT shall be uploaded on CPPP Portal and Procuring Entity's website with a note saying:
"This notice is being published for information only and is not an open invitation to quote in this limited tender. participation in this tender is by invitation only and is limited to the selected bidders. unsolicited offers are liable to be ignored."

4.03.2 ACTION IN CASE OF POOR RESPONSE TO TENDERS.

Auto extension of Bid submission period shall be done as per e-Procurement Guidelines of Works and Services of CIL.

4.04 Availability of Tender Documents.

4.04.1 Tender Documents shall be downloaded by all aspiring bidders. Such down-loaded documents shall serve the purpose of bid-document. There is no 'application fee'.

4.04.2 The tender document should be prepared and kept in the master file, before the document and notice is sent for displaying in the website. A copy of the downloaded document shall be maintained in the office. It shall also be ensured that there is no difference between the approved master copy and document displayed in the website. In case of any difference fresh notification shall be done. A register shall be maintained where all notices displayed shall be recorded.

4.04.3 The following minimum time limits between the start date of download and the date of submission of tenders as provided in e-procurement guidelines for Works and Services.

Note: - Website publication be ensured before start date of download.

It shall be as prescribed in e-Procurement Guidelines of Works and Services of CIL. For offline tenders/quotations below Rs.200000 it may be kept as minimum 5 days.

4.04.4 The system for publication of the NIT and Tender Documents in the Website/Govt. Portal as per provided in e-Procurement guidelines for Works and Services and as per clause 4.03.1 above.

4.05 Application Fee – there is no application fee.

4.06 Earnest Money/Bid security

According to practice in PSUs and Govt. department, Earnest Money is paid by each tenderer to enable the organization / department to ensure that a tenderer does not back out of its tender before its acceptance, or refuse

to execute the work after it has been awarded to him. The earnest money is to be deposited in the acceptable form as mentioned hereafter.

The Earnest money deposit for tenders should be 1.25% of estimated value of work put to tender, rounded off to next hundred subject to a maximum of Rs.50 lakhs. This shall be deposited in the manner as described in the procurement guidelines.

Demand Drafts/ Banker's cheque/ NEFT will be acceptable as Earnest Money/ Bid Security for tenders having estimated value below Rs. 2 lakhs.

The Earnest Money/ Bid Security shall bear no interest.

Earnest money received in the form of Banker's Cheques /Bank Draft shall be deposited to the associated Accounts Department. Earnest money to be refunded to the unsuccessful tenderers.

There shall be no EMD in case of Single Tender.

In case of quotation notice the EMD shall be refunded within 30 days after issue of work order. In case of e-tender, the refund of EMD will be guided by Guidelines for e-Procurement of for works & services of CIL.

4.06.1 Receipt of Tender.

The receipt of Tender shall be done as per e-Procurement Guidelines of Works and Services of CIL. However, Quotation notice below Rs.2.0 lakhs shall be in single part system as deliberated at Clause 4.00.2.

4.06.2 Forfeiture of Earnest Money

It shall be dealt as per the relevant provisions of ITB, GTC (MCEW Part-II) and relevant provisions of e-Procurement Guidelines of Works and Services of CIL.

4.06.3 Exemption of Earnest Money

The tenders shall be treated valid when it carries requisite earnest money and the tenders without Earnest Money shall be rejected outright except in such cases where Exemption of EMD is allowed as per extant rules.

4.06.4 Refund of Earnest Money

The refund of EMD shall be done as per relevant provisions of e-Procurement Guidelines of Works and Services of CIL.

Earnest money should be refunded without waiting for any application or request from unsuccessful bidders.

The bid security deposited in the form of Demand draft/ cash, may be adjusted against the security deposit, at bidder's option.

4.07 Security Deposit:

4.07.1 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.

4.07.2 Performance Security should be 5% 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 Commercial bank (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks). 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.
- Payment through NEFT/RTGS in the designated account of CIL/Subsidiary as indicated in the LOA/WO.

Subsidiary CFDs are authorized to accept Performance Security beyond 21 days by another 14 days with proper justification on a case to case basis.

CFDs, CIL is authorized to accept Performance security for the work awarded after May'21 beyond the time limit of 14 days already authorized to subsidiary CFDs with proper justification on case to case basis.

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

BG of scheduled commercial bank located in India and acceptable to the company should only be accepted. Thus, any BG issued by foreign bank from outside India shall not be accepted.

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.

In case the successful bidder fails to submit the Performance Security within the stipulated time then the award of work may be cancelled with forfeiture of the bid security/earnest money.

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

In case of a JV, the Performance Security can be submitted by the Joint Venture / one or more partners of the joint venture.

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

Submission of Performance Security is not required for tenders having Estimated Value put to tender upto Rs. 2.00 lakhs (incl. GST). In this case, EMD of successful bidder shall be released within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects).

“Note (Not part of tender document):-

In the above case, debarment shall be done as per Guidelines on Debarment of firms from Bidding.



4.07.3 5% Performance Security should be refunded within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects).

4.07.4 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 25 lakhs subject to the condition that amount of any Bank Guarantee except last one, shall not be less Rs. 25 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 Commercial Banks as elaborated at Cl.4.07.2.

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

4.07.6 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.

4.07.7 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 Cl. No.4.07.3.

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.

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) may be released simultaneously after completion of work and taking over by department.

Special Cases: Haul Roads/ Other Roads having five years maintenance period:

For Cement Concrete Road and Bituminous Roads –

The security deposit clause of general terms and conditions of the tender documents shall be modified so that 50% of the security deposit (i.e. 5% of the contract value) shall be refunded after 3 years of completion of construction work and the rest shall be refunded after successful completion of maintenance period of 5 years.

For Haul Roads-

50% of the Security Deposit (i.e. 5% of the contract value) shall be refunded after three years of completion of construction work and the rest 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.

The Defect Liability Period shall be six month or one monsoon period whichever is more after the completion of contract i.e. Construction and maintenance both.

4.07.8 Consideration of Abnormally Low Bids-

There should be no provision in the Bid Documents regarding submission of Additional Security Deposit / Bank Guarantee (BG) in case of Abnormally Low Bids. There shall be a provision in the Bid document regarding Abnormally Low Bid that the Procuring Entity may in such cases seek written clarifications from the bidder, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid documents. If, after evaluating the price analysis, Procuring Entity determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the bid/ proposal.

It would not be advisable to fix a normative percentage below the estimated cost, which would be automatically be considered as an abnormally low bid. Due care should be taken while formulating the specifications at the time of preparation of bid document so as to have a safeguard against the submission of abnormally low bid from the bidder.

As a safeguard, it should be closely monitored that final payments in such cases do not abnormally increases due to extra items. Further, there is no abnormal increase in quantities of the item for which contractors have initially quoted very high rates.

However, it has been provided that in case of compelling circumstances where to ask for Additional Security Deposit Bank Guarantee (BG) in case of ALBs, the same should be taken only with the approval of the next higher authority to the authority competent to finalize the tender.

4.07.9 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 the contract with such specialized items only) shall be as under:

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) 10% security deposit (performance security and retention money), deposited / deducted from the bills of the contractors, relevant to the items, shall be refunded to him after expiry of Guarantee period. The security deposit 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.

4.07.10 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 10% as 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.

CLARIFICATION.

(1) Bank Guarantee is to be submitted in the standard prescribed form. Bank Guarantee issued by outstation Bank shall be operative at a local branch/ branch located at a city decided by subsidiary. If it is decided not to accept any bank guarantees from a particular Bank, it may also be mentioned in the Bid document. All foreign Banks' guarantee will be confirmed by a Bank located in India and acceptable to the company. It will stipulate that the Bank guarantee must be unconditional and should be encashable on presentation to the issuing Bank.

(2) If performance security deposit / retention money is submitted in the form of FDR or any other form of deposit stipulated by the company on Scheduled Indian Banks the following should be followed:-

a. The deposit shall be made in the name of pledgee, or, if it is made out in the name of pledger, the Bank shall certify on it that the deposit can be withdrawn only on the demand, or with the sanction of the pledgee. The Bank shall agree that on receiving a withdrawal order from the pledgee in respect of the deposit, or any part thereof, it will at once remit the amount to the pledgee. The depositor shall agree to undertake any risk involved in the investment, and make good the depreciation, if any. The depositor shall receive interest, when due, direct from the Bank on a letter from the pledgee authorizing the Bank to pay it to him. The responsibility of pledgee with the deposit and interest on it will cease when he sends intimation to the Bank / Depositor about its release.

b. Fixed Deposit receipt should be accepted as security even if it does not cover the stipulated period / extended period of completion including defect liability period.

(4) Retention Money can be released against Bank Guarantee on its accumulation to a minimum amount of Rs. 25 lakhs subject to the condition that amount of any Bank Guarantee except last one, shall not be less than Rs. 25 lakhs.

In case where agreements are not required to be executed, performance security deposit should be deposited within the period mentioned in the work order/ LOA.

4.08 Execution of Agreement/Work Order.

4.08.1 As soon as possible after the acceptance of a tender and award of work, the successful tenderer is called upon to furnish the required security deposit and to execute a formal agreement. Standard documents along with work order only form part of the contract agreement. Important points of the correspondences with the contractor should be reflected in the work order / contract agreement.

Only work order is issued to the contractor for works valued up to Rs.10 lakhs. It is not necessary to execute agreements in such cases. Properly drafted work orders covering important aspects of general terms and conditions shall be issued so as to bind the contractor to complete the work within the stipulated time. Such work order shall also include Bill of Quantity and Terms & Conditions. A draft pro forma is placed at Volume-2 which may be consulted for reference. Necessary additions, for improvement, to suit site specific conditions, type of work etc. may be incorporated.

4.08.2 A formal agreement is executed on a non-judicial stamp paper of appropriate value for contracts more than Rs.10 lakhs. The agreement and the work orders shall be thoroughly scrutinized with reference to the following:

i) That the agreement is signed by the contractor himself or a person holding the power of attorney to sign the



agreement.

ii) Any alteration to the standard form may result in legal complications. No officer should accept unauthorized alterations to the standard contract form. The primary responsibility for issuing amendments to the contract will always rest with the authority who has originally approved the contract though for administrative reasons, he may delegate the powers of issuing amendments to his subordinate authorities subject to the delegation of financial power rules of the company. The subordinate authority will keep the superior authority informed in writing whenever such amendments are issued. At the time of closing the contract, the authority who had originally approved the contract must satisfy itself that the amendments issued by the subordinate authority are in order. He may, if required, evolve his own control systems to see that the contracts approved by him are being executed properly.

iii) That the terms of the agreement/work orders are precise and definite without any ambiguity or misconception/wrongful words.

iv) Whether there are provisions in the contract for making available land for construction of temporary structure, allotment of company's buildings, supply of electricity, supply of water, supply of equipment etc. for the execution of the contract. If so, whether clear stipulations have been made for the recovery of the cost thereof.

v) The provision has been made for recovery of all statutory dues wherever applicable, sales tax on works contracts and other taxes and duties.

vi) All decisions taken by correspondence with the contractor shall form part of the agreement and shall be duly incorporated.

vii) That the quantities stipulated in the agreement are in accordance with those shown in the tender document.

viii) That the rates and the amounts in the agreement/work order are in accordance with the accepted tender.

ix) That the dates of commencement and completion of the work have been clearly specified.

x) Whether there is any provision in the tender/work order/agreement for issue of materials to the contractor. If so, whether the rates of recovery have been clearly specified.

xi) That the contractor has submitted a labour license under Contract Labour (Regulation & Abolition) Act 1970 and rules 1971.

xii) The Clause for "Compensation for Delay" in execution of works is included.

xiii) The agreement includes provision of adequate technical supervision and quality assurance by the contractor.

xiv) The agreement includes undertaking on behalf of the contractor to provide reasonably clean and hygienic habitation to the staff/labourer on roll of the contractor.

xv) The common defects to be taken care of regarding agreement:

- a) The original offer by the contractor is kept in a correspondence file that is freely approachable.
- b) Pages of agreement are not numbered serially. Page numbering is necessary to ensure that no unauthorized deletions or additions are made.
- c) The condition of contract many times call for submission of drawings for prior approval. This is not enforced.
- d) Acceptance letter as well as letters which contain important deviations from the contract conditions but which have been agreed to during negotiation /clarification are not attached to the agreement.

xvi) The contractor indemnifies the Company against any liability arising out of non-observance of the statutory provisions like royalty payments, all taxes, workmen compensation act, minimum wages act, income tax act, contract labour & abolition act etc.

Performance security and stamp paper for execution of agreement shall be submitted within 21 days of issue of



LOA (or as mentioned in the LOA) and agreement executed within 30 days of issue of LOA. When contractor starts the work and continues with it, as specified in the LOA, the department [GM(C) / Staff Officer(C)], on the written request of the contractor, may extend up to 30 days period of execution of agreement. Any extension thereafter shall be with the approval of concerned Director when the work is awarded from Hd. Qtr. with the approval of Director or higher authority and GM, Area when the work is awarded with the approval of GM, Area.

4.08.3 Power to Sign Agreement.

The power to sign agreement on behalf of the company in respect of Civil Engineering Works only will be as follows subject to the condition that this power can be exercised only after the tender has been accepted by the competent authority to approve such award & work order issued.

- a) For works tendered from Area – Staff Officer (Civil), Area.
- b) For works tendered from Head Quarter – GM/HoD(Civil).

NOTE:- Work order, after approval of award, shall be issued by Staff Officer (Civil), Area or his nominated officer, for works tendered from area, and by GM/HoD(Civil) or his nominated officer for works tendered from Head Quarter.

4.08.4 Supply of copies of Contract Document to the contractor.

Two sets of contract documents/agreements should be prepared and signed by both the parties. One of the sets should be stamped "Original" and the other "Duplicate". The duplicate copy should be supplied to the contractor free of cost and the original is to be retained by the dept.

In case of voluminous documents, photocopy of the original documents (duly signed by both the parties) may be considered as duplicate copy. However, such documents shall be certified by the officer signing the agreement on behalf of the company as duplicate. A number of additional certified copies be also prepared for distribution.

For any additional copies required by the contractors the price to be charged should be decided by CIL/Subsidiary. Only true copies of agreements should be utilized for the use of accounts and other departments.

4.08.5 Certification & Safe Custody of Agreements:

The original contract documents/agreements should be kept in the personal custody of the Engineer-in-Charge or Head of the contracts Department or a person authorized by Engineer-in-Charge

Certified copies of the agreements should be furnished to the authority accepting the tender by the Engineer-in-Charge. On receipt of the certified copy of the agreement the tender accepting authority or his authorized representative should ensure that the agreement is in accordance with the accepted tender.

A certified copy of the agreement will be forwarded to the concerned Accounts Officer by the Engineer-in-Charge. A Certified copy of the agreement should be given to the concerned executive officer responsible for day-to-day supervision and effective control of the work.

The Engineer-in-Charge or the authority empowered to sign the agreement on behalf of the company should certify each copy including the duplicate copy of an agreement as "True Copy" and should put their full signature as a token of such certification.

4.09 Failure to Execute Agreement:

Failure on the part of the successful bidder to execute the agreement as provided therein, within the reasonable time after starting of work, will hamper the work, as no payment shall be made without an agreement. It is

incumbent upon the contractor to provide all the documents for preparation of the agreement within 21 (twenty one) days of issue of letter of acceptance of tender so that the agreement is executed within 30 (thirty) days of letter of acceptance of tender. However, in case of delay in handing over of site, this period may be suitably extended at the discretion of the Agreement Executing Authority. In case the contractor fails to execute the agreement and/or commences the work within the time specified/ allowed for the same, the work order issued to the contractor might be cancelled forfeiting the Earnest Money. For works of shorter duration, tender inviting authority may allow a shorter period for execution of agreement, which be mentioned in the bid document.

4.10 Validity of the Bid.

The validity of the Bid shall be 120 days from the last date of submission of bid. Reasons for seeking extension of bid validity should be recorded by the procuring officers.

4.11 Procedure for Submission of Tender.

The Procedure of Bid Submission shall be as detailed in the Guidelines of e-Procurement of Works and Services in CIL. However, bids shall be submitted on the specified date(s) as mentioned in NIT.

4.11.1 Quotation Notice (Item rate / Percentage rate with BOQ)

Quotation Notice should be invited purpose for works as deliberated under clause 4.00.5.

In Quotation Notice (below Rs. 2 lakhs) bid shall be submitted in the following manner:-

Envelope/ cover shall contain the following duly stamped and signed -

- a) The earnest money,
- b) PAN details
- c) Document to support GST status of bidder
- d) Valid Trade License, if required
- e) Power of Attorney, as applicable
- f) Bid document duly signed
- g) BOQ duly filled in.

The envelope/ covers shall be sealed and submitted by the bidder. The envelope/ cover shall indicate the name of the work, name of the bidder along with the address, reference Tender Notice No., Contact Number and E-mail ID.

The evaluation of quotations received shall be done in line with evaluation done in Single cover system. The evaluation will be done based on the documents submitted by the bidder along with his bid and no clarification shall be sought from bidders.

4.11.2 Single Cover System (Single Part Single/Two Cover System):

This will be dealt as per e-Procurement Guidelines of CIL for Works and Services. All the tenders with ECV 2 lakh & above and below 50 lakh pertaining to Works and Services except Turnkey Tenders shall be dealt as per this system. There will be no technical and financial criteria in these tenders. However, for tenders pertaining to Safety and/or Production may have experience criteria as decided by competent authority of the subsidiary/ CIL HQ.

4.11.3 Two Part System:

This will be dealt as per e-Procurement Guidelines of CIL for Works and Services. All the tenders with ECV 50 lakh & above pertaining to Works and Services shall be dealt as per this system. There will be technical and financial criteria in these tenders. All Turnkey Tenders shall be dealt as per Turnkey Contract Chapter (i.e. Chapter 2) of Contract Management Manual.

In special cases Two Stage Tendering may also be done wherein in the first stage only **Request for Qualification** (RFQ) shall be hosted online and in the second stage **Request for Proposal** (RFP) shall be hosted online seeking proposals from qualified bidders in first stage.

4.11.4 Deleted

4.11.5 Deleted

4.12 Call of Tenders/Constitution of Tender Committee.

4.12.1 Before publication of tender, the authority inviting the tenders initiates proposal for constitution of the tender committee. Approval of the competent authority who has powers to approve the award of work is obtained for constitution of the tender committee. In case Board/CFDs of CIL/Subsidiary is the approving authority, approval of Chairman/CMD shall be taken. The constitution of the tender committee for different values of work may broadly be on the following lines (need based modifications can be done):

- (I) For Estimated Value of work, the award of which as per DoP requires the approval of the Board of CIL/Subsidiary.

S N	Committee Member
1	Concerned Director under whom the department operates, of the subsidiary
2	GM/HoD(C) of the CIL/Subsidiary
3	GM(F) of the CIL/Subsidiary
4	GM/HoD(Plg/ Proj.) of the CIL/Subsidiary OR GM, Area of the Subsidiary OR GM/HOD of concerned Technical department, as applicable

- (II) For Estimated Value of work, the award of which as per DoP requires the approval of Committee of Functional Directors headed by Chairman/CMD or Chairman, CIL or CMD of Subsidiary or Director of CIL/subsidiary company.

S N	Committee Member
1	GM/HoD(C) of the CIL/Subsidiary
2	GM (F) of the CIL/Subsidiary
3	GM/HoD(Plg./ Proj.) of the CIL/Subsidiary OR GM, Area of the subsidiary OR GM/(HOD) of concerned technical department, as applicable

- (III) For Estimated Value of work, the award of which as per DoP requires the approval of General Manager /HoD of CIL/Subsidiary/Area

S N	Committee Member
1	CM(C)/Sr.Mgr.(Civil)/SO(Civil)
2	CM(F)/Sr.Mgr.(F)/Representative of Finance Division
3	CM/Sr.Mgr. of .Plg./ Proj.Division/Mining/CM(Mining) OR Representative of Plg./ Proj.Division/Mining or any other department

(IV) For Estimated Value of work, the award of which as per DoP requires the approval of Project Officer.

S N	Committee Member
1	Sr.Mgr.(Civil)/Mgr. (Civil)
2	Sr.Mgr.(Fin.)/Mgr. (F)/Representative of Finance Division
3	Sr.Mgr./Mgr.of .Plg./ Proj.Division/Mining) OR Representative of Plg./ Proj.Division/Mining or any other department

Note:

1. Members from CMC or other departments may be taken in place of Plg/Proj, if required.
2. The representative of user Department will work as a convener of the TC.
3. No member of the tender committee should be reporting directly to any other member of such committee irrespective of the value of procurement. TC cannot have tender accepting authority as a TC member.
4. In case of shortage of manpower, the roles may be clubbed together with higher or lower level.

4.13 Receipt and Acceptance of Tenders/Quotations.

The receipt and acceptance of Tenders with ECV Rs. 2 lakh and above shall be as per e-procurement guidelines for Works and Services.

In offline tenders, receipt and custody of bids shall be done in a transparent manner to maintain the credibility of the process.

The following procedures shall be adopted in respect of receipt, opening and acceptance of quotations with ECV below Rs. 2 lakhs.

Receipt of Quotations:

Quotations shall normally be received in the following offices :-

- i) Works tendered from Headquarter – at the office of GM /HoD(Civil)/TA
- ii) Works tendered from Area – at the office of SO(C)
- iii) Works tendered from Project/ Colliery – at the Project/ Colliery Office
- iv) Works tendered from Town Office – at the office of Town Administrator.

The quotations shall be dropped in person in appropriate Tender Box kept for the purpose at respective offices as mentioned above.

The tender box shall have two locks. Key of one lock will be with the head of the office and the other key with the official nominated by him.

For bulky/ oversized bids which cannot be dropped into tender boxes, the officials authorised to receive such bids



shall maintain proper records and provide a signed receipt with date and time to the bearer of the bid.

The authorised representatives of bidders, who intend to attend the tender opening, are to bring with them letters of authority from the corresponding bidder.

At a prescheduled date and time, the Tender Committee of the day should get the particular tender box opened, after ensuring and demonstrating that the seal on the box has not been tampered with.

After opening, every tender shall be numbered serially (say 3/ 14 – if it is the third bid out of 14 total), initialed, and dated on every page by the Tender Committee.

The total price quoted by each bidder shall be circled and initialed along with the date.

In the absence of any alteration/ overwriting/ whitener/ blanks, the remark “no corrections noted” should be written.

Opening of Quotations: Tender committee shall open quotations. Such committee shall invariably have members from Finance Discipline. It will be appropriate that at least two original member of the committee remain present during opening of tender. It shall be the responsibility of the quotation Inviting authority to see that opening at scheduled date and time remains firm. Offers/quotations received shall be recorded in a tender opening register along with all details i.e. record of earnest money. Signature of the Tenderers or their representative attending opening, if any shall be recorded in the Tender opening register. Name of the tender committee members be also recorded in the tender opening register along with their signatures.

Important clarifications:-

During opening of bid, it is sometime noted that bid document is not signed at all the pages by the bidder. Under such circumstances the following may be adopted:-

If the bidder has submitted earnest money and signed some of the pages of the document downloaded from website as a token of acceptance of terms and conditions, – the same be brought to the knowledge of tender committee as well as intending tenderers attending opening.

The bidder may be allowed to sign on all the pages at a subsequent date or during opening before considering the bid as valid. Such intimation shall be given to all intending tenderers attending opening. Any bidder refusing to sign on all left over pages of the bid document during opening or subsequently will be treated as not accepting all terms and conditions of the bid. Bids of such bidder shall be treated as non-responsive.

The following procedures shall be adopted during opening of bids:-

i) The committee authorized to open the quotations should invariably date, initial the alteration/ overwriting/ whitener/ blanks in the document submitted by bidder including Price Bid irrespective of fact whether they contain or do not contain any corrections or over writings etc. On all pages of tender documents not containing alteration/ overwriting/ whitener/ blanks etc. the tender committee should record the fact in writing at the end of those pages individually.

ii) The Committee should mark all alteration/ overwriting/ whitener/ blanks and number them and attest them in red ink. In case of a number of corrections in any rate, either in words or in figures or in both, the number of corrections marked should be allotted independent numbers serially and not one number to represent all the three corrections. In case of more than one correction where the correction is not legible, the rate should be written afresh in the hand of the officers opening the tenders.

iii) The number of such corrections and over writing must be clearly mentioned at the end of each page of Schedule attached to the tender paper and properly attested with the date. Any omission observed should also be brought out clearly on each page of the Schedule.

iv) The alteration/ overwriting/ whitener/ blanks should be allotted separate numbers, i.e. alteration should start

from 1, 2, 3 etc. and over writing should similarly start separately from 1, 2, 3 etc.

v) Any ambiguities in rates quoted by tenderers, in words or figures, must be clearly indicated on each page of the Schedule attached to the tender to which it concerns.

vi) In case where the contractor has quoted rates in rupees and no paise is mentioned the word "only" should invariably be initiated and dated with suitable remarks at the end.

vii) Where the contractors have omitted to quote the rates either in figures or in words, or both as applicable, the omission should be recorded by the Officers opening the tender on each page of the Schedule.

viii) The contractor must fill the quotation documents carefully and properly providing honestly all information's sought for. They should avoid quoting absurd rates and avoid making too many corrections in the tender documents. All the pages of the tender document must be signed and properly authenticated.

ix) During opening of quotation, if it is noticed that any rebate has been offered in the price bid, the same shall be encircled and be considered irrespective of its location.

x) The quotations should be opened in presence of authorized/accredited representative of the Tenderers who wish to be present and no unauthorized person should be allowed to be present.

A bidder's bid security will be forfeited if the bidder does not accept the correction of his bid price during evaluation.

xi) In cases other than e-Procurement (i.e. in offline tenders), the quoted rates in the bids shall be protected with lamination by committee, if not done by the bidders.

4.13.1 Precautions During Opening of Quotations.

All precautions shall be taken during opening and custody of quotations so that they are not misplaced / tampered. Committee Members present during tender opening, shall number all the bids received.

Alternatively, Quotation Notice may also be dealt as per Single cover System as provided in e-procurement guidelines for Works and Services.

4.14 Modification and withdrawal of Bid.

Modification and withdrawal of Bid shall be as provided in e-procurement guidelines of Works and Services. In case of Quotation, modification/withdrawal, if any may be submitted in the same Tender Box and the opening shall be done as in the following sequence: Envelope/ cover marked as WITHDRAWAL, envelope/ cover marked as MODIFIED and lastly the Original Bid and shall be dealt accordingly (i.e. If withdrawn then the subsequent envelope/ covers shall not be opened and so on).

4.15 Late and Delayed Tenders.

Late and delayed tenders; unsolicited post tender offers and post tender revisions shall not be accepted at all without any exception.

4.16 Opening and Evaluation of Tenders.

As soon as the approval of constitution of the tender committee is received from the competent authority, the tender committee members are intimated about the same along with the date and time of opening of the tenders. The tender should be in single / two part system as already given in details hereinbefore.

The opening and evaluation of tenders should be dealt as per e-procurement guidelines for Works and Services.

An Officer of the rank not below Assistant Manager posted in Tender Cell attached to the office of the GM/HoD(C) or Staff Officer(C) shall carry out checks of the tender and also prepare the comparative statement of all the tenders received and work out the justified rates (if required) for the work as tendered with assistance of Subordinates/ Associate Finance attached to the Office of the GM/HoD(C) or Staff Officer(C).

4.16.1 Comparative Statement:

The detailed arrangements for proper check of Tenders including seeking clarification(s) and preparation of comparative statement(s) are left to the Civil Department but any such arrangements must provide:-

- a) The employees entrusted with the work date and initial all papers, the calculation of which they have checked and that all working sheets are preserved.
- b) Bids determined to be substantially responsive will be checked by the Employer for any arithmetical errors.

Errors will be corrected by the Employer as follows (applicable for offline tender/quotation):

- i) If, in the price structure quoted for the requirements, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity, or the total price is not worked out by bidder), the unit price shall prevail and the total price corrected accordingly;
- ii) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
- iii) If there is a discrepancy between words and figures, the amount in words shall prevail.

NOTE: If the bidder has not quoted the rates as per the specified price-bid format, his bid shall be treated as invalid.

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

The arithmetical corrections will be done by the dealing officer and put up to the committee.

However, the comparative charts may also be made automatically by the portal software and that can be accepted by Tender Committee. However, it need to be verified before processing further with the submitted price bids.

The comparative statement so prepared should be signed by the concerned officers. It may also be vetted by the associated/ integrated Finance for veracity of information.

4.17 Evaluation of Tenders.

The tender committee examines the comparative statement prepared by the technical cell and wherever necessary also examines the original tender document to satisfy itself that all aspects including qualification criteria submitted by the bidder / conditions including commercial, if any / technical details and specifications of each offer has been properly evaluated with respect to the financial implications etc. and truly brought out in the comparative statement.

All tenders are to be evaluated strictly on the basis of the terms and conditions incorporated in the tender document. The tenders without earnest money are rejected unless they are exempted otherwise.

No deviation in the commercial terms and conditions /technical specifications indicated in the tender document is to be accepted.



No criteria shall be used for evaluation of tenders that cannot be verified or not stated in the tender document, with the exception of provisions of laws in force. No hearsay information or hitherto undeclared condition should be brought in while evaluating the tenders. Similarly, no tender enquiry condition (especially the significant/ essential ones) should be overlooked/ relaxed while evaluating the tenders. The aim should be to ensure that no tenderer gets undue advantage at the cost of other tenderers and/ or at the cost of Procuring Entity.

In case the bidder is a Joint Venture then 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.

To qualify for award of the contract

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, 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.

Similar nature of work shall include

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 and/ or operation 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 will be considered whether or not the date of commencement is within the said 7(seven) years period.

Cost of previous completed works shall be given a simple weightage of 7% 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.

Note: Till the time of change in the e-procurement portal regarding weightage from 5% to 7% is configured in the portal, the 5% weightage shall be considered for work experience for floating of tender.

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%.

The intending tenderer must submit Satisfactory Work Completion Certificate issued by the employer against the Experience of similar work containing all the information as sought on-line.

Work order, BOQ, TDS may be sought during clarification or along with deficient documents if felt necessary by the Tender Committee.

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/JV itself 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) Either the JV itself/ 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) Either the JV itself/ 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.

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

Note: The definition of Similar Work to be given in the NIT should be broader, unambiguous, explicit and it should contain the predominant nature of tendered work. There should not be any scope for different interpretation by bidder and the department w.r.to "similar nature of work" defined in the NIT.

Work Experience criteria is not applicable for tenders with ECV below 50 lakhs.

B. Average annual 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.

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

The intending bidder must submit 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).

Note:

a) Financial turnover shall be given a simple weightage of 7% per year to bring them at current price level, while evaluating the qualification requirement of the bidder. Such weightage shall be considered from the end date of financial year. 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.

Note: Till the time of changes in the e-procurement portal regarding weightage from 5% to 7% is configured in the portal, the 5% weightage shall be considered for financial turnover for floating of tender.

Joint Ventures shall meet the above eligibility requirement, in the following manner:

The qualifying criteria parameter e.g. financial resources (Turnover) of the individual partners of the J.V. will be added together, for the relevant financial year, and the total should not be less than as spelt out above.

Financial Turnover criteria is not applicable for tenders with ECV below 50 lakhs.

If the bidder is a 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.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified:-

1. If they made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/ or;
2. On account of currency of debarment as applicable.

Notes: (Not a part of bid document)

- 1) The qualification criteria shown above are to be considered as a standard for normal works.
- 2) For specialized works, based on requirement, the subsidiary may add or modify the criteria with the approval of competent authority.
- 3) The documents to be furnished by the bidder to prove that he is satisfying the qualification criteria laid down should all be in the bidders 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 the credential of its wholly owned subsidiaries.

However, in case of tenders called for AMC contracts, the above eligibility criteria w.r.t. Work Experience and Average annual financial turnover shall be replaced by following:

A. Work Experience:

The bidder must have experience of works (includes completed / ongoing) of similar nature valuing 50 % of the annualized estimated value of the work put to tender (for period of completion over 1 year) / 50 % of the estimated value of the work (for completion period up to one year) put to Tender in any year (consecutive 365 days) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.

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

The value of executed works shall be given a simple weightage to bring them at current price level by adding 7% for each completed year (total number of days/365) after the end date of experience till the last day of month previous to one in which e-Tender has been invited.

Note: Till the time of changes in the e-procurement portal regarding weightage from 5% to 7% is configured in the portal, the 5% weightage shall be considered for work experience for floating of tender.



Similar nature of work shall include

Note: In case the bidder is a Joint Venture, the work experience of any one, two or three of the individual partners of JV or the JV itself may be furnished as the work experience of the bidder.

B. Working Capital:

Evidence of possessing adequate working capital (at least 20% of the “Annualized value or Estimated value whichever is less” of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement.

The bidder should possess the working capital within three months prior to the date of opening of tender.

Note:-

In case the bidder is a Joint Venture, the working capital of the individual partners of the JV will be added together and is to be furnished as the Working Capital of the bidder. The requirement of Working Capital under this clause shall be met as per following proportion:

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

In addition, the intending tenderer has to submit the following:-

- 1) Earnest Money in the form as mentioned in NIT.
- 2) Particulars of PAN details as mentioned in e-Procurement guidelines for Works and Services.
- 3) Document in support of Legal status of bidder.
- 4) Document to support the status of the bidder with respect to GST as mentioned in e-Procurement guidelines for Works and Services.
- 5) Undertaking as per pro-forma at e-Procurement guidelines for Works and Services.
- 6). Power of Attorney, if any.
- 7) Integrity Pact, if required
- 8). Any other required document(s) as per relevant Manual/guidelines (if any).

Bids shall be opened as mentioned in e-Procurement guidelines for Works and Services.

Optimization of documents required with Bids-

- i. All undertakings requiring simple confirmation of acceptance shall be kept as a part of bidding document as an annexure and its acceptance can be taken in GTE.
- ii. All other undertakings can be clubbed together and shall be taken as one document.
- iii. Letter of Bid and Integrity Pact shall be made a part of Tender Document
- iv. Static document of bidders like PAN, GST Legal status document etc. shall be taken from the Bidder's space for which provision already exists in e-procurement portal. No recycling of these documents will be needed.

Price bids of the tenderer will have no condition and a comparative statement of the price bids offered by different tenderers is prepared for scrutiny of the tender committee. The price bids which are incomplete and not submitted as per the instructions given in the tender document are rejected.

EVALUATION REPORT: The Evaluation report will be prepared by tender committee comprising representatives from the Contracts, Engineering and Finance Departments or such departments of the company as are handling this task. It will evaluate bids only on the basis of set criteria which will be clearly stated in the bid documents. It will not, nor will it be compelled to change the criteria, after the price bids have been opened. No document presented by the bidder after the closing date and time of the bid will be taken into account by the Evaluation committee unless it is, a clarification based on written request of department or of purely technical nature which

has no bearing financially on the contract and which does not seek major changes in technical specifications given in the bid documents.

If a bidder offers a rebate unilaterally after the closing date and time of the bid, it will not be taken into account for evaluating purposes by the Tender Committee, but, if that bidder emerges as the lowest evaluated, the rebate offered will be taken into account by the Tender Committee, while forwarding the Tender Committee's recommendations to the accepting authority. The rebate will also be considered while awarding the contract.

Nobody outside the TC should be allowed to determine this evaluation. Even if an external expert's advice and report is obtained, it is still the responsibility of the technical member(s) in particular and the TC in general to accept/ reject or modify the evaluation contained in such a report/ evaluation.

The Tender Committee's report (Part-I and/or Part-II) will be self-contained, clear, cover all aspects of tendering from sanction to seeking clarifications including complaints, if any and unambiguous. If any cost compensation is carried out on account of technical deviation or on other factors, it will be mentioned in the evaluation report, which can easily be understood by non-technical officials.

If the price quoted varies above or below justified price by 10%, the same will be considered as more than normal. Under such situation tender committee after consulting the concerned technical cell take desirable steps as deliberated hereinafter.

At least in high value and critical procurements, the credentials regarding work experience, submitted by the successful bidder, may be verified as far as reasonably feasible, from the parties for whom work has been claimed to be done.

ITEMWISE EVALUATION:

If the pricing of the bidder is such that he is likely to garner a major portion of the value of the contract at the initial stage of the project itself, the bid will be evaluated appropriately after carefully assessing the resultant fund flow. Under such situation, department may initiate suitable action to protect the interest of the company. However, such an exercise is normally possible when the items involved are only limited in number. While operating such provision, acceptance of contractor shall be obtained during clarification.

The definition of seriously "unbalanced bid" will no doubt vary from organization to organization and from contract to contract. It is therefore, essential that after the bids are received, the concerned technical cell must fix the price above or below ($\pm 20\%$) which the pricing of an item would be termed as seriously unbalanced.

If the bid-price of the successful bidder is seriously unbalanced in relation to the estimate of the cost of work to be performed under the contract, the company 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 these prices with the construction method and the schedule proposed.

Work shall commence in accordance to Clause 5.00.

There should be no provision in the Bid Documents regarding submission of Additional Security Deposit / Bank Guarantee (BG) in case of Abnormally Low Bids. There shall be a provision in the Bid document regarding Abnormally Low Bid that the Procuring Entity may in such cases seek written clarifications from the bidder, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid documents. If, after evaluating the price analysis, Procuring Entity determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the bid/ proposal.

It would not be advisable to fix a normative percentage below the estimated cost, which would be automatically be considered as an abnormally low bid. Due care should be taken while formulating the specifications at the

time of preparation of bid document so as to have a safeguard against the submission of abnormally low bid from the bidder.

However, it has been provided that in case of compelling circumstances where to ask for Additional Security Deposit Bank Guarantee (BG) in case of ALBs, the same should be taken only with the approval of the next higher authority to the authority competent to finalize the tender.

Handling dissent among Tender Committee:

Tender Committee duties are to be discharged personally by the nominated officers. They may take help of their subordinate officers by way of reports/ evaluations, but they would still be answerable for such decisions. TC members cannot co-opt or nominate others to attend deliberations on their behalf. TC deliberations are best held across the table and not through circulation of notes.

All members of the TC should resolve their differences through personal discussions instead of making to and fro references in writing. In cases where it is not possible to come to a consensus and differences persist amongst TC members, the reasons for dissent of a member should be recorded in a balanced manner along with the majority's views on the dissent note. The final recommendations should be that of the majority view. However, such situations should be rare. CA can overrule such dissent notes after recording reasons for doing so clearly. His decision would be final.

In cases where the CA does not agree with the majority or unanimous recommendations of the TC, he should record his views and, if possible, firstly send it back to TC to reconsider along the lines of the tender accepting authority's views. However, if the TC, after considering the views of the CA, sticks to its own earlier recommendations, the tender accepting authority can finally decide as deemed fit, duly recording detailed reasons. He will be responsible for such decisions. However, such situations should be rare.

Independence, Impartiality, Confidentiality and 'No Conflict of Interest' at all Stages of Evaluation of Bids-

All technical, commercial and finance officials who have contributed to the techno-commercial or financial evaluation of bids, even though they may not be part of the TC should deal with the procurement in an independent, impartial manner and should have no conflict of interest in the form of any liaison or relationship with any of the bidder involved in the procurement. They should also maintain confidentiality of the information processed during the evaluation process and not allow it to reach any unauthorised person.

TC should give an undertaking at the appropriate time that *"None of the members has any personal interest in the companies/ agencies participating in the tender process"*.

Any member having an interest in any company should refrain from participating in the TC. Some members of a TC may be subordinate to or related others in a strictly hierarchical organisation, so that they are not free to express independent views – such a situation must be avoided when constituting the TC.

4.17.1 Allowable Variation for Acceptance of Tenders.

After ascertaining the justified rate, the variation in award of work should generally be up to +10% of the justified rate.

As per clause no. 4.18 (iv), if the estimate is prepared based on this method, then the estimated cost shall be considered as justified cost and no updation of estimate is required.

The rate obtained from any tender may also be compared with the last available awarded rate, if available.

4.17.2 DEVIATION (applicable for Lump-sum Tenders only):

Deviation sought by the bidders; whether they are commercial or technical deviation; must only be given in the schedules prescribed for them. Any willful attempt by the bidders to camouflage the deviation by giving them in the covering letter or in any other documents than the prescribed schedules may render the bid itself as "Non-responsive".

No deviation shall be allowed in respect of percentage rate tenders or item rate tenders based on specific Bill of Quantities.

4.18 Method For Justification Of Rate

Any of the following methods shall be adopted for aiming at the justification of the rate. However, when one method is adopted the same be only considered. Adoption of a particular method shall be decided judiciously by GM(Civil) / Staff Officer(Civil) :

i) Analysing rates of items (including major items) in terms of value on the whole costing 80% of the estimated cost put to tender based on prevalent market rates of materials, labour and carriage etc. as per standard analysis of rates of C.P.W.D./ N.B.O and then working out the percentage on this basis. For road works, subsidiaries are to decide on adopting the standard of analysis-of-rate(State PWD/ N.H).

NOTE: While working out analyzed rate and justified rate, the following be considered:-

- 1) Market rate of materials inclusive of all Taxes and carriage and labour.
- 2) Contractor's profit and overhead shall be @ 15%.
- 3) Analysis shall be made as per standard analysis of rate of CPWD / NBO.
- 4) Effect allowed as per Clause 2.01 for specialized structures.
- 5) Any other effect that appears reasonable by the Technical department for the relevant structures / work / location of work etc. Such consideration shall have approval of GM/HoD(C).
- 6) Effect of building and other construction workers cess (as applicable in the State) shall be added to the analysed rate.

ii) Calculating the increase in cost due to:-

- a) Increase in rates of stipulated materials over those adopted in schedule of rates used for estimate.
- b) Increase in rates of non-stipulated materials (not available in S.O.R).
- c) Increase in labour cost.

iii) Any other suitable method including similar contract awarded elsewhere giving allowance for variation in Cost Index for various components may also be considered, depending upon the kind of work.

The adoption of a particular method should be decided judiciously by the tender committee and such method shall be accepted by the authority competent to accept the tender.

In case of second method while calculating increase in cost, 15% as contractor's profit and overhead shall be considered.

iv)However, the following method has been recommended to follow for justification of rate:

- a. To adopt the following Schedule of rates for different types of works:-

S.N	TYPE OF WORK	SCHEDULE OF RATES	METHODOLOGY OF UPDATION
i.	Civil works	CPWD SOR 2021	To be updated annually by each subsidiary based on local material rates and applicable labour rates.

		Note: Except for roads and bridge Works.	
ii.	Civil works (New & innovative technologies)	CPWD SOR 2018	To be updated annually by each subsidiary based on local material rates and applicable labour rates.
iii.	Horticulture & landscaping	CPWD SOR 2020	To be updated annually by each subsidiary based on local material rates and applicable labour rates.
iv.	E&M Works	CPWD SOR 2022	To be updated annually by each subsidiary based on local material rates and applicable labour rates.
v.	E&M Item for Solar Photovoltaic Power Plant	CPWD SOR 2019	To be updated annually by each subsidiary based on local material rates and applicable labour rates.
vi.	E&M Item for Facade Lighting	CPWD SOR 2019	To be updated annually by each subsidiary based on local material rates and applicable labour rates.
vii.	Items for VRF/VRV Air-Conditioning System	CPWD SOR 2019	To be updated annually by each subsidiary based on local material rates and applicable labour rates.
viii.	Wet Riser and Sprinkler System	CPWD SOR 2019	To be updated annually by each subsidiary based on local material rates and applicable labour rates.
ix.	Road and Bridge works	MP PWD 2017	To be adopted by each subsidiary based on Min. labour wages issued by central CLC & local material rates and by using Standard data book for analysis of rates published by MORT&H.

- b. Updation of rates shall be done once in a year through software at each subsidiary to avoid preparation of justified rates for each tender separately. The updation of all the items of above SoRs or the frequently used items for different works shall be done subsidiary wise.
- c. Any SoRs released by CPWD in future to be adopted and subsequently updated by subsidiaries.
- d. The rates of items related to Roads and Bridges shall be updated at each subsidiary level using the Standard Data book for analysis of Rates for Road and Bridge Works published by MORT&H.
- e. For new items which are not available in above proposed SoRs and Standard data book for analysis of rates published by MORT&H, the rate shall be adopted by market analysis applying practical acumen for labour and material components.
- f. The updation of rates once in a year shall be done at Subsidiary level with the approval of CFD of Subsidiary and the estimate shall be prepared on these updated rates only.

This has been issued vide letter no. CIL/Civil/234/609 dated 28.12.2020 with subject "Standardization of Schedule of Rates (SoRs) across all Subsidiaries of CIL". If the estimate is prepared based on the method (iv), then the estimated cost shall be considered as justified cost and no updation of estimate is required.

4.18.1 Abnormally High Rate(AHR) and Abnormally Low Rate(ALR) 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 company.

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

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 and other relevant guidelines for specialized structure. 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.

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 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.

4.18.2. Royalty/ Cess on Minor Minerals.

The Act governing Royalty/ Cess on Minor Minerals is a state subject Therefore it's application will depend on respective legislation in force at the place of work.

4.19 Recommendation for Award of Work

Based on the above scrutiny/ examination of the valid tenders / price bids, the TC may recommend the award of work to the lowest tenderer (L-1) provided:

- a) The overall amount for the contract quoted by L-1 is justified, competitive and reasonable –
 - (1) adopting method of analysis as proposed at Clause 4.18 (i) or
 - (2) calculating the increase in cost as proposed at Clause 4.18(ii) or
 - (3) adopting method of justification as proposed at Clause 4.18(iii) or
 - (4) adopting method of justification as proposed at Clause 4.18(iv)
- b) It is not obligatory to recommend the award of work to the lowest tenderer in case lowest offer is higher than justified. Under such situation re-tendering may be resorted to with the approval of competent authority.

4.19.1 MAJOR POINTS FOR COVERAGE IN TENDER COMMITTEE RECOMMENDATION.

The department inviting the tenders should submit to the competent authority the proposal for accepting the tender

committee recommendation. The tender committee recommendation shall cover the following major points:-

TENDER COMMITTEE RECOMMENDATION FOR THE TENDER “Name of work to be taken from portal”

1. **WORK DESCRIPTION:**”*To be taken from portal*”
2. **NIT REFERENCE AND TENDER ID:***To be taken from portal*”
3. **REFERENCE OF SANCTIONED ESTIMATE/INDENT:** *To be taken from SAP*”
4. **PRE NIT DETAILS:**“*To be taken from portal*”
5. **DETAILS OF FORMATION OF TENDER COMMITTEE AND TECHNICAL EVALUATION COMMITTEE:** “*To be taken from portal*”
6. **SALIENT DETAILS OF NIT:***As downloaded from portal*
7. **ADVERTISEMENT DETAILS:** Publication on <https://coalindiatenders.nic.in> AND <https://www.eprocure.gov.in>
8. **CLARIFICATION:***Details of online clarification downloaded from site*
9. **PRE-BID MEETING:** *Date, and MoM submitted/uploaded*
10. **CORRIGENDUMS :***TO BE DOWNLOADED FROM PORTAL*
11. **BID OPENING:***The details as downloaded from portal*
12. **BIDDER’S DETAILS:** *As downloaded from portal*
13. **EMD SUBMISSION DETAILS:***As downloaded from portal*
14. **BID DETAILS OF BIDDERS:** *Downloaded from site*
15. **ONLINE COMPLIANCE OF TECHNICAL EVALUATION PARAMETERS BY THE BIDDERS:** *As downloaded by the portal*
16. **TECHNICAL EVALUATION OF SCANNED COPY OF DOCUMENTS UPLOADED BY THE BIDDERS IN SUPPORT OF INFORMATION / DECLARATION:**
17. **OPENING OF PRICE BID AND COMPARATIVE STATEMENT:** *To be taken from portal*”
18. **JUSTIFICATION OF RATES/ INCONSISTENCIES/ UNBALANCED BID/DECISION TO AWARD:**
19. **Date on which validity of tenders expires:**
20. Any other relevant aspect
21. Comparative position of offers received.
22. Deliberation by Tender Committee.
23. **Recommendation of the TC**

4.19.2 General Guidelines;

a. Negotiations:

- i) Normally, there should be no negotiation. Negotiations should be a rare exception rather than the rule and may be resorted to only in exceptional circumstances. If it is decided to hold negotiations for reduction of prices, they should be held only with the lowest acceptable bidder (L1), who is techno-commercially responsive and on whom the contract would have been placed but for the decision to negotiate. In no case, including where a cartel/ pool rates are suspected, should negotiations be extended to those who had either not tendered originally or whose tender was rejected because of unresponsiveness of bid, unsatisfactory credentials, inadequacy of capacity or unworkable rates. The circumstances where negotiations may be considered could be:
 - a) Where the procurement is done on nomination basis;
 - b) Procurement is from single or limited sources;
 - c) Procurements where there is suspicion of cartel formation which should be recorded; and
 - d) Where the requirements are urgent and the delay in re-tendering for the entire requirement due to the unreasonableness of the quoted rates would jeopardise essential operations, maintenance and safety, negotiations with L1 bidder(s) may be done for bare minimum quantum of requirements. The balance bulk requirement should, however, be procured through a re-tender, following the normal tendering process.
- ii) The decision whether to invite fresh tenders or to negotiate and with whom, should be made by the tender accepting authority limited to CMD of CIL/ Subsidiary based on the recommendations of the TC. Convincing reasons must be recorded by the authority recommending negotiations. The CA should exercise due diligence while accepting a tender or ordering negotiations or calling for a re-tender and a definite timeframe should be indicated.
- iii) Normally all counter offers are considered negotiations by other means and the principles of negotiations should apply to such counter offers. For example, a counter offer to L1, in order to arrive at an acceptable rate, shall amount to a negotiation. However, any counter offer to L2, L3, and so on (at the rates accepted by L1) in case of splitting of quantities shall not be deemed to be a negotiation.
- iv) After the CA or TC has decided to call a specific bidder for negotiation, the following procedure should be adopted:
 - a) Negotiations must be carried out by the CA or TC only;
 - b) It must be understood that, if the period of validity of the original offer expires before the close of negotiations, the original offer will not be available for acceptance. The period of validity of the original offer must, therefore, be extended, wherever necessary, before negotiations;
 - c) The tenderer to be called in for negotiations should be addressed as per the format of letter laid down in Annexure 14, so that the rates originally quoted by him shall remain open for acceptance in the event of failure of the contemplated negotiation;
 - d) A negotiations meeting should be started only after obtaining a signed declaration from the negotiating contractor as per Annexure 14; and

Revised bids should be obtained in writing from the selected tenderers at the end of the negotiations in the format of letter laid down in Annexure 15. The revised bids so obtained should be read out to the tenderers or their representatives present, immediately after completing the negotiations. If necessary, the negotiating party may be given some time to submit its revised offer. In case, however, the selected bidder prefers to send a revised bid instead of being present at the negotiation, the offer should be taken into account. In case a bidder does not submit the revised bid, its original bid shall be considered.

- b. If there are more than one lowest bidder and splitting up of work is not considered necessary/feasible, L-1 may be decided as under:-

All L-1 bidders may be advised to submit the reduced price online & final L-1 may be decided on the basis of revised (reduced) Price.

OR

Through "Reverse Auction" amongst the L1 bidders online, if "Reverse Auction" is available in online mode. The above Principle may be followed for offline tenders also.

The tender committee submits final recommendations (covering Part-I & Part-II) in detail along with minutes of the negotiation, if any and decision of the tender committee at each stage. The tender committee recommendations with the supporting documents are sent for approval of the competent authority through associated finance.

4.20 Acceptance of Single Tender

There may be occasions where in response to call for tender only single tender is received even after adopting action as at clause 4.03.2. The powers of accepting such single tender (if found valid) shall be as per delegation of power of the accepting authority.

There are occasions where in response to call of tender more than one tender is received, but on scrutiny it is noticed that only one of them is valid. Such tender shall be treated as single valid tender and shall be dealt considering single tender as per delegation of power of the accepting authority.

It has become a practice to routinely assume that open tenders which result in single bids are not acceptable and to go for re-tender as a 'safe' course of action. This is not correct. Re-bidding has costs: firstly the actual costs of re tendering; secondly the delay in execution of the work with consequent delay in the attainment of the purpose for which the procurement is being done; and thirdly the possibility that the re-bid may result in a higher bid.

Lack of competition shall not be determined solely on the basis of the number of Bidders. Even when only one Bid is submitted, the process should be considered valid provided following conditions are satisfied:

- (i) the procurement was satisfactorily advertised and sufficient time was given for submission of bids;
- (ii) the qualification criteria were not unduly restrictive; and
- (iii) prices are reasonable in comparison to market values.

Note: Single Tender Enquiry/Procurement on Nomination basis shall be dealt as per Guidelines of CVC and shall be dealt as per delegation of power.

4.21 Acceptance of Offer:

The TC has to make formal recommendations for the award of the contract to the bidder whose bid has been determined to be substantially responsive and the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily and his credentials have been verified These recommendations are submitted for approval to the tender accepting authority. The tender accepting authority i.e. Competent Authority shall approve the award of work after concurrence of associate finance. The timeline for clearing of proposal by associate finance shall be 03(three) working days. In any approval for acceptance of tender, the responsibility of the CA is not discharged merely by selecting the cheapest offer or accepting TC recommendations but ensuring (or through his associate finance/ finance department) whether:

- i) Offers have been invited in accordance with this manual and after following fair and reasonable procedures in prevailing circumstances;
- ii) He is satisfied that the selected offer will adequately meet the requirement for which it is being procured;
- iii) The price of the offer is reasonable and consistent with the quality required; and
- iv) The accepted offer is the most appropriate taking all relevant factors into account in keeping with the standards of financial propriety.

After the acceptance of these recommendations by the tender accepting authority, the Letter (Notification) of Award (LOA) can be issued.

“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.

Simultaneously the original copy of LOA may also be sent to the Bidder through registered/speed post. The offline communication of LOA, shall not be mandatory.

4.22 Debarment of firms from Bidding

The Guidelines on Debarment of firms from Bidding should be as provided in e-procurement guidelines for Works and Services.

4.23 Debarred Contractors.

The bidders would give a declaration that they have not been debarred by any Govt. or Quasi Govt. agencies or PSU's. If a bidder has been debarred by any Govt. or Quasi Govt. agencies or PSU's this fact must be clearly stated and it may not necessarily be a cause for disqualification. If the declaration is not given, the bid will be rejected as non-responsive. However, if the bidder is debarred in a subsidiary/CIL HQ then the bidder shall be rejected in technical evaluation in all the tenders pertaining to that subsidiary/CIL HQ, submitted by him during the period of debarment after issuance of such letter; and if a bidder is debarred in CIL then the bidder shall be rejected in technical evaluation in all tenders pertaining to CIL and any of its subsidiary, submitted by him during the period of debarment after issuance of such letter.

4.24 Sub-contracting.

If a contractor submits his bid qualifies but does not get the contract because of his being not the lowest, he will be prohibited from working as a sub-contractor for the contractor who is executing the contract.

4.25 Sources and Verification of Bank Guarantees-

Bank Guarantee for Performance Guarantee (Security Deposit) should be irrevocable and operative Bank Guarantee (BG) as per format enclosed in the Bid Document and should be issued by a Scheduled Commercial (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks. The Issuing Bank should also state the name and designation of the next Higher Authority of the Officials who have issued the Bank Guarantee.

BG of scheduled commercial bank located in India and acceptable to the company should only be accepted. Thus, any BG issued by foreign bank from outside India shall not be accepted.

Bank guarantees submitted by the tenderers/ contractors as security deposits need to be immediately verified from the issuing bank before acceptance. There may not be any need to get the Bank Guarantee vetted from legal/ finance authority if it is in the specified format. Guidelines for verification of BGs submitted by the bidders/ contractors against security deposits / advance payments and for various other purposes are as follows:

- i) BG shall be as per the prescribed formats
- ii) The BG contains the name, designation and code number of the Bank officer(s) signing the guarantee(s);
- iii) The address and other details (including telephone no.) of the controlling officer of the bank are obtained from the branch of the bank issuing the BG (this should be included in all BGs);

The confirmation from the issuing branch of the bank is obtained through SFMS (Structured Financial Messaging System) by Associate Finance/ Finance Officer associated with Civil Department.

Bank guarantees, either received in physical form or electronic form, should be verified for its genuineness following prescribed method for the same and the Organizations should do due diligence on genuineness of the Bank Guarantees before acceptance of the same.

The acceptance of BG shall be done by user department. In case there is any change in content of the BG from the standard format provided in tender document/ manuals, the contractor shall be requested to submit the BG as per the format provided in the tender document. If any discrepancy still exists in the content of BG or the bidder is unable to submit as per the format, the same may be accepted after vetting by legal/ finance department.

4.26 Safe Custody and Monitoring of Securities-

The BG Details after confirmation and acceptance shall be entered in SAP by Associate Finance and its validity expiry shall be monitored through SAP. The BG shall be sent by Associate Finance to Finance Department of CIL/ Subsidiary for safe custody. Extension of bank guarantees and other instruments, where warranted, should be sought immediately and implemented within their validity period.

When BG is about to expire, the custodian of BG shall intimate the user department regarding the same before 30 days of its expiry or as per the alert system in ERP. If the BG is not extended before 03 days of its expiry (in case extension of validity of BG is required), then Finance department shall be at liberty to encash the BG.

For release of BGs, the proposal shall be forwarded by EIC with their recommendations in accordance with the contract conditions, for approval by the CA with the concurrence of the Finance Division.

Chapter 5: COMMENCEMENT AND EXECUTION OF WORK

5.00 Commencement of Work

The contractor is asked to commence the work within 10(ten) days of issue of Letter of acceptance or after 7(seven) days of handing over of site whichever is later. In some cases, mostly in Specialized contracts / high value (above Rs.5 Crores) work, the work is to be commenced after submission of Performance Security Deposit. In such cases provision of a time limit of 30 days from the issue of LOA for start of work should be made in the work-order itself. However, in the interest of work and also for saving time, the contractor may be allowed to start the work before execution of the agreement after the department issue a work order/tender acceptance letter to the contractor. Failure on the part of the contractor to furnish 'Performance Security' or to 'execute an agreement', within scheduled time, allowed by the department after the acceptance of the tender, will be considered as just cause for the cancellation of the award and forfeiture of his earnest money.

However, the Date of Commencement may be decided with mutual consent with the Contractor on any date prior to the date as prescribed above.

5.01. Availability of Land & Statutory Clearances and Handing over the Site:

It is desirable to have 100% of the required land in possession before award of contract; however, it may not always be possible to have the entire land due to prevailing circumstances. Also, it may not be prudent to put the entire process of award of contract on hold for want of the remaining portion of land, which in the assessment of CIL/ Subsidiary, could possibly be acquired in a targeted manner after award of the contract, without affecting progress.

Minimum necessary encumbrance free land should be available before award of contract. The minimum may be determined based on the circumstances of each case or general guidelines, issued by the concerned authorities. Only such land, non-availability of which, will prevent essential components of work from execution, should be insisted upon.

Time taken in grant of statutory and other clearances also contributes to the time and cost of projects. These clearances are required to achieve specific objectives like concern for the environment, aviation safety, preservation of national heritage, conservation of forest and wildlife etc. CIL/ Subsidiary should plan for obtaining all necessary clearances quickly and closely monitor the progress.

5.02 Date of Commencement and Completion of Work :

The contractor shall start the work within ten days 10(ten) days of the issue of work order / tender acceptance letter or 7 days after handing over of site or reasonable number of drawings or within the period of mobilisation as allowed in the work order for starting the work in special circumstance whichever is latest. However, the Date of Commencement may be decided with mutual consent with the Contractor on any date prior to the date as prescribed above in compliance with Cl 5.00 above.

The time allowed for the completion of the work and the date of commencement of work and date of completion of work are recorded in the agreement. Time being the essence of the contract, the contractor shall submit his detailed programme of work which will be the basis for course of actions to be taken by the contractor, to complete the work within schedule time. This programme shall be based on the date of commencement and scheduled date of completion as per agreement. This will form a part of the contract between the contractor and the department. The programme will be the basis on which the Engineer-in-Charge of the work will draw up requirement of funds and departmental materials on various stages of planned progress.

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

days' notice in writing to the contractor to commence the work, failing which to forfeit the Earnest Money deposited by him 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 Company may debar such defaulting Contractors from participating in future Tenders for a minimum period of 12(twelve) months.

5.02.1 The EIC of a work shall be as follows-

For works at Project level- Sectional head of Project,

For works at Area level- SO(C) of area,

For works at HQ level- Head of Town Engineering section.

However, GM of Area/ GM(C) may nominate any other officer to act as EIC as applicable.

The Engineer-in-Charge /Designated officer-in-Charge will be clearly defined in the contract document or it can be attached an addendum to it. Engineer-in-Charge/ Designated Officer-in-Charge who is of an appropriate seniority, will be responsible for supervising and administering the contract, certifying payment due to the contractor, valuing variations to the contract, processing 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 the contractor who is directly responsible for supervising the work being executed at site, on his behalf under the delegation of powers of the concerned company. However, overall responsibility, as far as the contract is concerned, will be that of the Engineer-in-Charge/ Designated Officer-in-Charge.

5.03 Programme and Progress of Work

5.03.1 As soon as the agreement has been signed, the contractor should draw up and submit a detailed programme of execution using techniques of project monitoring such as BAR CHART/PERT-CPM etc. in consultation with the Engineer-in-Charge so as to complete the work within schedule time.

5.03.2 The preparation of a comprehensive and carefully considered programme for the execution of the works, the periodic revision of that programme as circumstances may demand, and the regular monitoring of planned and actual progress constitute the most important part of the work. Without a programme the Engineer cannot accurately determine when interdependent works should be started so as to ensure completion of the whole scheme on a prescribed date. An important point is that from this programme, particulars of the likely financial requirements during the period of construction can be worked out to arrange for fund and timely payment of bills.

5.03.3 The drawing up of a programme at the beginning of the work does not mean that it is drawn up once and for all and cannot be changed. In its early stages the programme will probably consist of salient dates on broad lines and later in detail. This process is largely a matter of trial and error and requires a considerable amount of time and thought. For not only does it necessitate consideration of alternative methods and the effect of each event on the others, but it also results in a orderly arrangement of events and in ultimate real saving of time and cost. The programme is therefore an important document, and should be discussed and agreed by all concerned.

5.03.4 Actual progress vs .planned progress shall be reviewed regularly and for this purpose review meeting within the department at various levels is a must. Further, the contractor will be called in the review meeting also, if required, so that corrective measures against foreseeable delays can be taken well in advance.

Such a control in progress enables the Engineer to speed up the operation that has fallen behind or to take appropriate steps to readjust subsequent operations when something has gone wrong. In other words it ensures the work to be carried out in an orderly way according to the programme.

5.04 Construction Surveys

The terms construction survey means all the Engineering surveys necessary for the execution of the work to its final completion. When the project is too large to be supervised by the regular persons, special survey team is generally posted for the construction work.

A good practice for initiating survey is to make an inspection of the whole project on foot with layout and other plans in hand. This permits each member to become familiar with the various physical features of the area and their relation to the project. When this is done setting out may be commenced.

The first requirement in construction survey is to check the alignment if already established, to see if it is in accordance with the final plans. It is also necessary to check all reference points of the alignment and if there is a possibility that these points may fall within the construction limit, they should be re-established beyond construction limits. Consideration should also be given to the establishment of additional reference points. All such marks established during the survey should be checked for location and elevation. If the reference line is not already established, it should be established now by fixing pegs/ stakes at all salient points. It is a good practice to establish essential grid references and levels right at the time of handing over the site to the contractor in writing. Use of modern techniques of surveying should be encouraged

5.05 Setting out

The contractor shall be responsible for the true and proper setting out of the works in relation to original points, lines and levels of reference given by the Engineer in writing and for the correctness, subject as above mentioned, of the position, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. If, at any time during the progress of the works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the works, the contractor, on being required so to do by the Engineer or the Engineer's representative, shall at his own cost, rectify such error to the satisfaction of the Engineer or the Engineer's representatives, unless such error is based on incorrect data supplied in writing by the Engineer's representatives in which case the expense of rectifying the same shall be borne by the Employer.

The checking of any setting out or of any line or level by the Engineer or the Engineer's representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and the contractor shall carefully protect and preserve all bench marks, sight rails, pegs and other things used in setting out the works.

5.06 Increased or Decreased Quantities

In any running work, modification of original plans to suit ground realities becomes often necessary. These modifications in turn affect the original schedule of quantities appended to the agreement.

The right is reserved by the department at any time during which the contract is in force, to make such alterations, in the plans or the quantities of the work as may be necessary. Such alteration shall be ordered in writing. Further, the quantities of any items of work may vary from the quantities indicated in the schedule of work due to unforeseen or other conditions. Alterations in quantities shall not be considered as a change in the conditions of the contract nor invalidate any of the provision thereof.

However, such deviation in quantities or total amount in a particular contract shall be dealt with as under:

Dealing with variations beyond the agreement provision.

Savings

Revised estimate with variation up to -10% (overall) of original awarded value should require approval of



GM/HoD(Civil) for works at Head Quarter and G.M(Area), for works at Area. A revised estimate shall be prepared after completion of the work for works valued more than 5(Five) Lakhs. This shall be applicable for all cases irrespective of level of tender accepting authority.

However, where GM/HoD(Civil) /Area GM/ D(T) is the tender accepting authority for award, RE with variation up to -20% (overall) shall be approved by GM/HoD(Civil)/ Area G.M/ D(T). Any overall savings beyond 20% shall be approved by one-step-higher authority limited to CMD of the subsidiary company.

Further, where GM/HoD(Civil) / Area GM is the tender accepting authority for award, RE with variation up to -10% (overall) shall be approved by GM(Civil)/S.O(Civil), if nominated by GM.HoD (Civil) or Area GM.

Where Board/ CFD is tender accepting authority revised estimates with savings (overall) more than 10% and up to 20% shall require approval of CMD and with savings more than 20% (overall) shall be intimated to Board/ CFD.

Excess up to + 10%

Revised estimate including extra item with variation up to + 10 % (overall) of original awarded value shall be approved by tender accepting authority limited to his DOP. Revised estimate with variation (overall) up to + 10% and beyond DOP of tender accepting authority, shall be approved by next higher authority.

Where CMD is the tender accepting authority, revised estimates including extra items with overall variation up to +10% shall be approved by CMD.

Where board is the tender accepting authority, revised estimates including extra items with overall variation up to +10% shall be approved by CMD.

Excess above +10%

Revised estimate including extra item with excess (overall) beyond 10% shall require approval of one step higher authority of tender accepting authority limited to his DOP.

Where CMD is the tender accepting authority, Revised estimate including extra item with excess (overall) beyond 10% shall require approval of CMD, limited to his DOP.

Where board is tender accepting authority revised estimates exceeding 10% (overall) shall require approval of CFD.

Such additional/shortfall amount shall be exclusive of payable variation as per conditions of contract. However, for above cases, the extra items of work, if any, will have to be sanctioned as per the standard procedure. Deviation in respect of AHR & ALR items will have to be dealt with as per Clause 4.18.1.

5.07 Omitted Items

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.

5.08 Extra, Excess and Substituted Items of Works

Deviations in the Bill of Quantity in a Contract normally comprise of following:-

(a) New items of work, i.e. items completely new and in addition to items in the contract. These are commonly known as Extra or Additional items.



(b) Substituted items i.e., items which substitute the existing ones or are taken up in lieu of those already provided in the contract. These can be with slight modification or partially omitting items of work in the contract. These are commonly known as substituted items.

(c) Variation in quantities of items i.e. where there is considerable increase or decrease in the quantities of items of works available in Schedule of Quantity of the agreement.

5.08.1 To obviate large scale deviations, the following instructions should be followed:-

i) Items of Deviations are required to be minimum and wherever exigencies arise approval from the competent authority is required to be taken with special care to high value items and low value items.

ii) It is the responsibility of the concerned In-charge of work to obtain approval in principle within seven days of commencement/ occurrence of such deviation as below-

a. For SOR items- EIC of work

b. For Non SOR items- GM of Area or GM(C)/HoD of Subsidiary as applicable

iii) Payments for such deviated/extra items of works may be made in the running account bills of the contractor provisionally with the approval of GM, HoD(C) of the company for works awarded with the approval of HQ & Staff Officer(C) of the area for works awarded from area, which have been agreed in principle by the Manager(C)/ Dy.Manager(C)/ In-charge of the work but not approved by the competent authority as per rates given below. The provisional rate to be paid should not exceed provisions incorporated at clause 6.07 and the following:-

(a) 75% of the rate recommended to the competent authority by the EIC if the rate is directly available in the SOR of the company./derived from rates available from the BOQ of awarded work

(b) 50% of the rate recommended to the competent authority by the EIC if it is analyzed item rate based on prevalent market rates.

iv) The deviation proposal for deviated item along with the rate recommended based on contract provisions should be sent from the Manager(C)/ Dy.manager(C)/ In-charge of the work within a fortnight (15 days) of occurrence/ commencement of the deviation to the competent authority for approval.

In case the sanction is to be accorded by Company Head Qtrs. proposal of Dy.Manager(C)/ In-charge of the work along with his recommendation shall be sent to GM/HoD(C) who will ensure sanction within next 30 days after obtaining concurrence of associate finance.

v) For ensuring quick disposal, weekly returns shall be sent by Manager(C)/ Dy. Manager(C)/In Charge of work to the GM/HoD(C)/SO(C). In case of undue delay caused at any level, disciplinary action shall be initiated against erring officials.

vi) While submitting the proposal for sanction of deviation the following documents shall be enclosed:

(a) Vouchers and proper quotations or any other publication shall be submitted in support of the market rates:

(b) Analysis of rates should be self-explanatory and by proper drawings

(c) Remarks given by GM(C) / S.O.(C) / CM(C) should be self-explanatory and the description of the item should be clear and properly worded.

(d) Copies of the Bill of Quantity of the agreement to be enclosed along with statements.

(e) Reference to sanction accorded in principle.

5.09 Rate for Extra Work

The rate for extra items of work done shall be fixed 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.

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, whose decision shall be final and binding on the contractor.

5.09.1 Part Rate.

The payment of incomplete items of works may be allowed by the Engineer-in-Charge on 'Part Rate' basis in on account bills. However, such Part Rate should not exceed 60% of the quoted & approved rate of individual items.

5.10 Extension of Contract Time for completion

- A. **Force Majeure (FM):** Conditions beyond control of either parties like war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God come under the legal concept of Force Majeure (FM).

Delays in performance of contractual obligations under influence of FM conditions are condonable by the other party without any right to termination or damages, provided, notice of the happening of any such event is given by the affected party to the other within 30 (thirty) days from the date of occurrence duly certified by the local chamber of commerce or statutory authorities, the beginning and end of FM occurrence and cessation of such Force Majeure condition. Works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist.

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 shall be liable to pay nor bidder / contractor shall be liable to claim 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 exist.

- B. **Delays in Execution**

A work may be completed ahead of schedule or delayed due to unforeseen fortuitous circumstances, extra effort or developments beyond the control of CIL/Subsidiary or the tenderer and it is sometimes difficult to apportion credit or responsibility. The contractor may experience delay or disruption due to his own actions or inaction, those of his sub-contractor or other contractors, those of CIL/Subsidiary or the engineer, or other causes. Such delays expose the non-performing party to various sanctions under the contract. These sanctions include extension of time, damages or default termination of the contract. While examining the request of the contractor for extension of time, the engineer shall consider all circumstances and categorise the delays as follows:

- a) **Excusable delays** - Force Majeure (FM), that is, acts of God, abnormal weather, floods, and so on, applies;
 - b) **Compensable delays** – or Compensation Events, which put full burden of responsibility on CIL/Subsidiary and
 - c) **Inexcusable delay (contractor's own faults)**, which puts the full burden of responsibility on the contractor.
 - d) **Concurrent delays** - when two or more events responsible for delay overlap each other. The delays may be attributable to CIL/Subsidiary or the contractor or none, and fall in above categories. The eligibility for extension of time (EOT) should be determined by plotting each contributing concurrent delay on the critical path. CIL/Subsidiary should see that the concurrent delays do not result in unnecessary extra extension of time.
- C. Once the delay is categorised, it should then be determined not only whether the contractor is eligible for time extension but also whether sanctions, such as Liquidated Damage (LD) or default termination, can be imposed on the contractor.
- D. The time for completion of the work will be specified in the contract and it is understood that the completion of work within the time specified is an essential part of this contract. While ascertaining the reasons for delay beyond the control of the control of contractor, the following delays shall be considered as "Hinderance":-
- a. Excusable delays
 - b. Compensable delays
 - c. Portion of Concurrent delays to be decided judiciously by the EIC.
- E. More precisely, if any delay in the completion of the work is likely to be caused by any of the following reasons, then the contractor immediately upon the occurrence of such delay shall give notice in writing to the Engineer-in-Charge and he shall be allowed a reasonable extension of time for completion in respect of delay caused by any of the below-mentioned circumstances-
- a) Force Majeure as defined at 5.10(A);
 - b) 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
 - i) Delay caused by any written instruction of the Engineer in Charge.
 - j) Any circumstances which are wholly beyond the control of the contractor and unavoidable
 - k) Increase in the overall value of work. The time of completion of the work shall, in the event of any deviation resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor as follows:
 - i. In the proportion which the additional cost of the altered, additional or substituted work, 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.
 - l) Portion of Concurrent delays as decided judiciously by the EIC
- F. **HINDERANCE REGISTER** shall be maintained by both department and the contractor at site to record the various hindrances 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 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.

- G. Interim Extension of completion time may be granted by Tender Accepting Authority limited to GM(Civil)/HoD for HQ works and Area GM for area works as per provision of clause 5.10.1 below, based on the recommendation of the Engineer-in-Charge of the work during the course of execution of work reserving the right to impose/waive the clause relating to compensation for delay at the time of granting final extension of time depending upon the merit of the case. Final Extension of completion time is to be granted by Tender Approving Authority limited to CMD of CIL/ Subsidiary.

5.10.1 General Principles for Granting Extension of Time

- i) At the time of issuing notice inviting tenders for a particular work the Engineer-in-Charge should specify the time allowed for completion of the work consistent with the magnitude and urgency of the work.
- ii) The time allowed for carrying out the work as entered in the contract shall be strictly observed by the contractor and shall be reckoned from the Date of Commencement of the work as given to the contractor.
- iii) The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract) on the part of the contractor.
- iv) To ensure good progress of work during the execution, the contractor shall meticulously follow the preset time and progress chart and in the event of slippages in one segment, all efforts will be made to liquidate the slippages in the next stages.
- v) If the contractor shall desire an extension of time for completion of work on the grounds of his having been unavoidably hindered in its execution or on any other grounds as mentioned above shall make application to Engineer-In-Charge for extension of contract within a reasonable period prior to expiry of Contract Period (Preferably not later than 15 days prior to expiry of Contract Period). Engineer-In-Charge shall process the proposal based on the merit of the case for obtaining approval of Competent Authority. Such extension shall be communicated to the contractor in writing by the company through Engineer-in-Charge before the expiry of Contract Period.
- vi) Engineer-in-Charge shall process extension of time for the completion of the work if the following conditions are satisfied :
 - a) The contractor must apply to the Engineer-in-Charge in writing for extension of time.
 - b) Such application must state the grounds which hindered the contractor in the execution of the work within the stipulated time.
 - c) Such application must be made within a reasonable period prior to expiry of Contract Period (Preferably not later than 15 days prior to expiry of Contract Period).
 - d) The Engineer-in-Charge must be of the opinion that the grounds shown for the extension of time are

reasonable.

Vii) Deleted

viii) The opinion of the Engineer-in-Charge, whether the grounds shown for the extension of time are or 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 process the extension of time, the contractor may approach concerned SO (C) /GM (C) /Director (As the case may be) whose opinion shall be final and binding on all concerned.

ix) All interim extensions of time shall be granted by Tender Accepting Authority limited to GM(Civil)/HoD for HQ works and Area GM for area works and all final extension of time shall be granted by Tender Accepting Authority limited to Chairman/ CMD of CIL/ Subsidiary.

Effort should be made to complete the work within the original contract period or extended period.

x) In case the contractor does not apply for grant of extension of time before the expiry of contract period and the department wants the contractor to continue with the work beyond the stipulated date of completion, the Engineer-in-Charge can process proposal for extension of time even in the absence of application from the contractor as per the following guidelines :

a) Whenever any hindrance comes to the notice of the In Charge of the work, he should at once make a note of such hindrance in the register kept at site. He should also make a report to EIC of the occurrence of such hindrance.

b) The proposal for extension of time should be processed by EIC for obtaining the approval of Competent Authority(Ref Cl (ix) above . This should be processed preferably 15 days prior to the expiry of Contract Period.

c) If the orders of the higher authority are not received in time, he should extend the contract before the stipulated date actually expires so that the contract might remain in force but while communicating this extension of time, he must inform the contractor that this was without prejudice to Company's right to levy compensation under relevant clause of the agreement. Such extension of time given by EIC shall be considered as fait-accompli in future.

xi) The period during which the contract remains valid is a matter of agreement and if the period originally set for the completion of the work comes to an end nothing short of agreement of the party can extend the subsistence and validity of the contract.

xii) 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, in order to be binding, will have to be by parties agreement, express or implied.

It therefore, follows that if the extension of time is issued /granted by the Engineer-in-Charge suo-moto as per provisions of Contract Agreement as per Cl 5.11(ix) and such extension of time is accepted by the contractor, either expressly or implied by his actions before and subsequent to the date of completion, the extension of time granted by the Engineer-in-Charge is valid.

xiii) It is, therefore, necessary that the Engineer-in-Charge grants extension of time as per provisions of the contract even when the contractor does not apply for extension of time in order to keep the contract alive. If the contractor refuses to act upon the extension so granted by Engineer-in-Charge, it will attract the provisions of appropriate clauses of the agreement.

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

5.11 Recording Measurements

5.11.1 Payments for all works done and for supplies made on the basis of measurements are recorded in measurement book (MB). It is a most important record since it is the basis of all accounts of quantities whether of work done or of materials supplied and payment made thereof. It is the original record of actual measurement.

5.11.2 All measurements should be neatly taken down in an authorised measurement book in ink issued for the purpose, and no-where else. Each set of measurement should commence with :-

- a) full name of work as given in the work order,
- b) location of work.
- c) name of contractor
- d) number and date of agreement/work order,
- e) date of commencement of work as per contract/actual
- f) date of completion of work as per contract/actual
- g) period of claim,
- h) date of measurement,
- i) name & designation of the person recording measurement

5.11.3 Each set of measurements should end with the statement "measured and entered by me" followed by the dated signature and designation of the person making the measurements in the measurement book. An abstract of cost should then be prepared which should indicate the total quantities, rate, unit & amount of each item of work. Based on the item wise amount total gross value of the bill is arrived at the end of the abstract.

The net amount payable is derived after making specified deductions and recoveries on account of security deposit, departmental materials/ equipments issued/lent for the work, secured advance, income-tax etc. from the gross amount of the bill. In preparing the abstract, reference should be given to the pages of measurement book in which the relative measurements are recorded.

5.11.4 As all payments for work or supplies are based on the quantities recorded in the M.B. it is incumbent upon the person taking the measurements to record the quantities clearly and accurately. He will also be responsible for the correctness of the entries in the column "Content" for the measurements recorded by him. If the measurements are taken in connection with a running contract account on which work has been previously measured, he is further responsible to ensure (1) that reference to the last set of measurements is recorded and (2) that if the entire job or contract has been completed, the date of completion is duly noted in M.B. If the measurements taken are the first set of measurements on a running account, or the first and final measurements, this fact should be suitably noted against the entries in the measurement book and in the later case the actual date of completion shall be recorded.

The signature of the contractor or his authorised representative should be obtained in measurement books after each set of measurements, with the words "I accept the measurements" In the case of illiterate men their left thumb impression marks should be obtained in token of acceptance attested by the Engineer-in-Charge.

5.11.5 Entries should be recorded continuously in the measurement book and no line should be left blank. No blank pages should be left and no page be torn out. Any pages left blank inadvertently must be cancelled by diagonal lines, the cancellation being duly authenticated.

5.11.6 No entry may be erased. If mistake is made, it should be corrected and initiated by the person recording the measurement and authenticated by the EIC. When any measurements are cancelled, the cancellation should be initiated by the person recording the measurements and supported by the dated initials of the officer ordering the cancellation or by a reference to his orders initialed by the officer who made the measurements. In each case the reason for cancellation should be recorded. Entries should be made in ink. Each measurement book should be provided with an index which should be kept up to date. Overwriting should not be done in any case.

5.11.7 In course of construction of any prestigious work, certain dismantling and modifications become necessary for bringing in permanent improvement in the scheme. Such demolition and dismantling should not be considered as loss and the cost should be absorbed in the contract price. The cost of such works be limited to 2 to 3% of the contract price. But the contractor who has done the job should be paid for such dismantling/ dismantled jobs after obtaining approval of GM/HoD(C)/SO(C) and proper entries in the M.B.

Where Electronic recording of measurements and preparation of bills are in vogue, the following item may be adopted:-

Electronic recording of measurements and preparation of bills are the preferred method for large fast track project for timely payment and ensuring speedy completion of the work. This will result in equitable and effective deployment of manpower to more productive areas like quality control supervision etc. by diverting the manpower presently required for measurements and M.B's and preparation of bills. These e-MBs should be integrated with IT based project monitoring system, being used by CIL.

Measurements of deviations or items not covered in the drawings are to be recorded in page numbered triplicate book jointly by the contractor or his authorized representative and representative of EIC for execution section. One copy is to be forwarded to the billing section, one copy shall be submitted to the execution section and the balance copy will be retained by the contractor.

The contractor will submit his bills in approved pro-forma in quintuplicate to the Engineer in Charge giving abstract and detailed measurements for the various items of work executed depending on progress of work achieve. The Engineer-in-charge will take necessary steps to get the bill verified as per standard procedure acceptance.

Billing section shall maintain records of:

- a) Joint Measurements
- b) CD/Pen Drive containing measurements and recommended bill amount details.
- c) Hard Copy duly accepted and signed for measurements and bills.

Billing section will check the contractors' bill on the basis of drawings and joint measurements and enter the data in the computer. Bill will be prepared on the basis of abstract quantity proposed recovery etc. by the billing section by using computer.

5.12 Method of Measurement and Tolerance:

5.12.1 Measurements of only completed work/portion of work should be recorded in Measurement Book.

5.12.2 The location of measurement should be clearly described so as to facilitate their easy identification.

5.12.3 All work shall be measured net in the decimal system subject to the tolerances specified unless otherwise stated. IS 1200 shall be referred to the relevant parts for the method of measurement of works.

5.12.4 Nominal size, tolerance, limits: - These terms are in common use in engineering practice. The "nominal size" is self-explanatory i.e. as specified. The use of the word "tolerance" indicates that it is recognized that the work is perfectly accurate and "tolerance" is defined as "a difference of dimensions prescribed in order to tolerate unavoidable imperfections of workmanship". Consistently with reasonable cost of production for the kind of work refer to "limits" are the dimensions between which must lie the dimensions of the work; the difference between a limit and the nominal size is equal to the tolerance.

5.13 Measurements for Inadmissible Items

In case of items which are claimed by the contractor but are not admissible according to the Department, measurements should be taken for record purpose only and without prejudice so that in case it is subsequently



decided 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.

5.14 Check Measurement

5.14.1 Recording of measurements by the technical staff & check measurements by the officers are important aspects of execution of any civil engineering work. Proper recording of measurements, check-measurements and maintenance of measurement books will avoid tampering of measurements. The following instructions should be strictly followed to avoid possible tampering of measurements.

- i) The entries in the measurement books are made in ink and no line shall be left blank. Any blank page left between shall be crossed and attested by the concerned officers.
- ii) The "Contents or area" column shall be filled before check-measurement and the check measuring officer as a rule shall see that the "Contents or area" column is duly filled in ink by the staff who recorded the measurements.
- iii) The recording shall be consistent and generally in the sequence of length, width & height or depth or thickness.
- iv) The location of work should be clearly described so as to facilitate their easy identification and checking.
- v) The method of measurements shall be as per I.S.1200 and relevant parts shall be referred to for different works.

5.14.2 The check measurement by the Sr. Officer(C) / Asstt. Manager(C) / dy. Manager(C) / Manager(C) shall be as per the norms given below :

- i) A Register regarding issue of new M.B. and movement of the same is maintained at the office of the EIC / Designated Officer-in-Charge. All M.B.s at the issuing office should be serially numbered. Each new M.B. should be checked and certified by the EIC/Designated Officer In charge that the same contain so many printed pages and issued to the concerned technical staff – Sub-Ord. Engr.(C) / Engineering Asst.(C) / Sr. Overseer(C) / Overseer(C).
 - ii) Measurements shall normally be recorded by the Overseer(C)/ Sr. Overseer(C)/ Engg. Asstt(C) / Sub-Ord. Engr.(C) concerned directly in the M.B. Measurement may also be recorded by a designated Engineer irrespective of rank.
 - iii) All the measurements for concealed items (reinforcement, earth work, foundation work etc.) shall be directly entered in the measurement book & 100% check measurement for the same should be done by the Sr. Officer(C) / Asstt. Manager(C). The Dy. Manager(C) /Manager(C) shall make 25% check measurement of each such items. All entries checked should be initialed by the checking authority.
 - iv) In case of exposed work, the Sr. Officer(C)/ Asstt Manager(C) shall check measure 50% and Dy. Manager(C) / Manager(C) shall check measure 10% of the measurements pertaining to major items.
 - v) In case of road works, the total materials required for each 100 mtr. of road length shall be collected in full before any measurement is taken. The measurement of stack, borrow pits etc. shall be done from the commencement in the direction of increasing chainage for left side first and then for right side of works.
- No material shall be allowed to be used without proper stacking, measurement and check measurement. Each item of work involved in box cutting. WBM layers, bituminous concrete and top finishing should be measured before laying of subsequent layers.
- vi) Accountant while checking MBs shall ensure that check measurements have been done as per norms.
 - vii) Officers making check measurement shall record at the end of the measurement in the MB, the items and the

pages check measured by them with dated signature.

viii) In case the work is supervised by senior engineers other than Sr. Officer(C)/Asstt. Manager(C) / Dy. Manager(C) / Manager(C) the check-measurements shall be done by senior engineers according to the stipulations made in the foregoing clauses.

5.15 Acceptance of Measurement & Check Measurement

In order to avoid disputes, it is essential that the contractor signs in token of his acceptance of measurement as well as check-measurement of materials supplied or work performed. The date of measurement or check measurement should therefore be intimated to the contractor in advance requiring him to be present at the site of the work for the purpose of attending the measurement or check measurement.

If the contractor accepts the measurement of check measurement he should certify his acceptance on the last page of the set of measurements by recording "measurements accepted" with his dated signature. If the contractor is not present in spite of reasonable notice, the officer shall proceed with the measurement or check measurement and the contractor's acceptance should be obtained as soon as possible. In case of disagreement, the staff officer of the Area should himself inspect the work, perform such check measurements as are necessary, and his decision will be binding on the contractor.

5.16 Inspection of Works

Regular inspection of works shall be done by Engineer-in-Charge.

5.17 Loss of Measurement Book

When a Measurement Book is lost, an immediate report of the facts of the case together with an explanation of all parties concerned responsible for the loss should be made promptly to the Staff Officer(Civil)/ GM/HoD(Civil), who is empowered to write off the lost Measurement Books.

5.18 Standard Measurement Books (SMB'S)

The SMB'S are maintained to record the measurement of permanent standing in a building, and are required to be brought up to date from year to year on the basis of addition that are made to the building. These are used for preparing repair estimates and contractor's bill, to avoid taking detail measurement on each occasion.

SMB'S shall be prepared after completion of work. They should be kept in safe custody. A Register shall be maintained for such SMB'S. SMB's shall be written legibly in ink and certified as correct by Chief Manager (Civil). These should be maintained very carefully and accurately. Each set of measurement should be written by Engg. Asstt.(C) / Subordinate Engineer(C) and checked by executives of appropriate level or Chief Manager(Civil). Chief Manager (Civil) shall certify recording as approved. Computerized SMB'S can also be maintained.

5.19. Project Management

5.19.1 The quality of project works significantly depends on supervision and monitoring. For completion of the projects within the stipulated time and cost and with specified quality standards, periodical review should be done by various levels of the officers.

5.19.2 Information Technology (IT) enabled project management systems can help in improving efficiency, transparency and aid faster decision making in execution of projects. These systems may be used for maintenance of records for the progress of work (including hindrance register), variations, etc., wherein reasons for delays are also to be captured on real time basis. Such systems may be used for capturing progress and quality of work, site records/ photographs/videos etc. Including geo tagging.

5.19.3 Wherever applicable, the role of the Project Management Consultant (PMC) should be clearly defined in the contracts. Deployment of the PMC does not absolve the project executing authority of the responsibility to supervise the quality and timelines of the project.

5.19.4 The credentials and deployment schedule of key and other technical personnel to be engaged by PMC on the work should be taken along with the bid. During execution, adherence to deployment of key and other technical personnel as per the schedule of deployment should be ensured.

5.19.5 Execution of the work shall primarily be the responsibility of the officials designated with such responsibility. However, for large contracts senior officers shall also review the progress and quality of the work at various stages of construction. To this effect, presentations on the project performance may be made periodically before the senior officers depending upon the value of the project and progress of the project vis-à-vis schedule. Project executing authorities should put in place detailed instructions in this regard.

5.19.6 Project executing authorities should put in place a system for capturing the photographs and videos of important and critical activities of construction in projects with contract value of Rs.20 crore and above. Such photos/videos may be uploaded in IT based project monitoring system to facilitate monitoring the progress and quality of work as well as assessment of delay in execution of work by stakeholders and senior management. Apart from this, photographs and videos may serve as permanent record of the project for posterity in case needed for any eventuality including litigation or enquiry/investigation.

5.19.7 A competent Project Management Team shall be set up including training on Project Management to the team, if required.

5.20 Miscellaneous Provision

The Instruction to Bidders (ITB), Conditions of Contract containing General Terms and Condition (GTC), Additional Terms and Conditions, Special Terms and Conditions for Construction and Maintenance of Haul Roads, Safety Code, Technical Specifications and Annexures of Part II (Sample Documents) shall also be considered as part of this manual.



Chapter 6: PAYMENTS.

6.00 Payments for all the works done/ supply made by the contractors are made on the basis of measurements recorded in the measurement books. Contractors bills may be submitted in any one of the following forms:-

- a) Running on account bill
- b) Final bill.

The running on account bill is meant for regular payment during the progress of the work. The running on account payment is generally made once in a calendar month or at the interval as stipulated in the Work Order/Agreement.

When, for any reason, monthly payment or running payment at the interval as stipulated in the agreement cannot be made on the basis of recorded measurements, advance payments for alternate running bills may be made to contractors commensurate with the value of work done after obtaining approval of GM, HoD(C)/ GM(Area) in this regard. If no payment is to be made, this fact should be recorded with the reasons thereof in the measurement Book.

6.01 Passing of Bills.

6.01.1 The contractor's bill is to be prepared in the Bill Forms given at Appendix - 4 by the person recording the measurements. Before passing a contractor's bill for payment, the bill is to be checked and pre-audited by the Accounts Officer / Accountant as per the provisions of the respective contracts and standard practice. The accountal checking is done after the technical checking (i.e. check measurement) by the Manager(C) / Dy. Manager(C) and Asstt. Manager(C)/Sr. Officer(C). The designated A.O./ Accountant will ensure that the check measurement by the Manager(C) / Dy. Manager(C) and Asstt. Manager(C)/Sr. Officer(C) has been done as per the norms laid hereinbefore.

In absence of designated executives as above, suitable nomination may be made by GM(C) / SO(C).

6.01.2 The designated A.O./ Accountant will thereafter carryout accountal checking of quantities, rates, amounts of respective items, rate and quantities of recoveries on account of stores issued, hire charges and deduction towards S.D., I.T., S.T. etc.

6.01.3 The designated A.O./ Accountant will prepare the memo of payment in M.B. and Bill Form and pay-order and put up for signature of E.I.C./S.O.(C) who will pass accept the bills for payments as per the delegation of powers of the Engineer-in-charge. A contractors' ledger will be maintained by the designated A.O./ Accountant to keep records of all payments made to the contractors. The ledger should be available for inspection by the Engineer-in-charge/ SO(C).

N.B. The contractors bills whether running on A/C or Final, will be signed only by the officers as mentioned in the above clause "Passing of Bills". This will prevent delay in clearance & payment of Bills which gives rise to avoidable disputes with contractors.

In other words the bills in respect of Civil Engineering works will henceforth be sent directly to SO(C) for arranging payment from sub-area/colliery level by the concerned Sr. Manager(C) / Manager(C) / Dy. Manager(C). If required, the SO(C), who is the Engineer-in-charge, may authorise/ sub-delegate some of his financial powers to the Sr. Manager(C) /Manager(C) (as the case may be) for quick disposal of cases.

The stages involved for preparation and payment of Contractor's Bill would be as under:-

- i) Signature of Sub-ord. Engg(C) / E.A(C)/Sr. Overseer(C)/Overseer(C) in MB's, on required pages recording measurements, abstract of bill & the duly filled in bill form.
- ii) Signature of Sr. Officer(C)/ Asstt. Manager(C)/Dy. Manager(C) with appropriate check measurements in MB's & the bill form.



- iii) Signature of Manager(C)/Sr. Manager(C) with appropriate check measurements in the MB's & the bill form.
- iv) Signature of Engineer-in-charge is to be recorded as per definition as at Cl.5.02.1 as a token of acceptance for payment of the bill. The EIC may sign in the abstract of bill in the MB & the bill form. In between stage iii) & iv) accounted checking may be made by the concerned Divisional Accountant.

The above method for preparation & payment of contractors bill in respect of civil works will be followed strictly to ensure proper accountability. Otherwise, any officer not mentioned in the payment stages explained above signing a contractors bill will also be held accountable for correctness of the bill along with all other attributes associated with the contract/work.

6.02 Checking of Bills by Accountant

- i) The functions of the designated A.O./ Accountant attached to Manager(C) / Dy. Manager(C) / Engineer In charge are three fold.
 - a) as an accountant
 - b) as an internal auditor and
 - c) as financial assistant.
- ii) In discharging his duties he is expected to keep himself fully conversant with sanctions and orders passing through the office and with other proceedings of the office and its sub-ordinate offices which may affect the estimates and/ or accounts of the civil works undertaken by the department. The Manger(C) / Dy. Manager(C) / Engineer In charge should see that the Accountant is given the fullest opportunity of becoming conversant with these sanction orders and proceedings to enable him to discharge his duty efficiently.
- iii) if any transaction or order affecting receipts or expenditure is such that might attract audit observations, the Accountant will bring this fact to the notice of the Manager(C) / Dy. Manager(C) / Engineer In charge with his reasons and obtain the orders of that officer. When there is a difference of opinion between the Accountant and the Manager(C) / Dy. Manager(C) / Engineer In charge, a note containing observation of both should be attached with the bill.
- iv) The Accountant should bring to the notice of the Manager(C) / Dy. Manager(C) / Engineer In charge all instances where the expenditure exceeds the financial limitation. if any serious financial irregularity is noticed by the Accountant it should be reported at once for the information of the Manager(C) / Dy. Manager(C) / Engineer In charge and Area Accounts Officer/ designated Accounts officer.
- v) The Accountant has right to seek the advice of the Area Accounts Officer in all matters connected with the accounts of his department or on the application of financial rules and orders concerning which there may be any doubt.
- vi) The Accountant / designated A.O will scrutinise and check the bills for Civil Engineering works prepared by the Subord. Enggr.(C / Engineering Assistant/ Sr.Overseer/ Overseer based upon the detail measurement as recorded in the measurement books and see that the bill is complete in all respect and is in accordance with the work order/ contract agreement. In respect of all the bills for civil construction work the area accounts office/ concerned accounts office will however, exercise necessary pre-audit in addition to the checks/ scrutiny exercised by the accountant.

6.03 Checking of on account bills

Details of checking to be exercised by the Accountant in respect of on account bills relating to civil engineering works are given below:

- i) The work order/ contract agreement should contain signature with date of both parties
- ii) Balance of performance security deposit, if any, is deposited.



- iii) Bank Guarantee submitted against earnest money is refunded and Performance Security has been deposited as per conditions of contract. In addition undertakings given in the bid has been made operative, if applicable.
- iv) Where the work has started before issue of the work order, it should be supported by an "Urgency Certificate" from the competent authority.
- v) The date of measurement should be recorded in the measurement book.
- vi) The period of claim should be recorded in the measurement book
- vii) The accuracy of all arithmetical calculations of the contents recorded in the measurement book should be checked.
- viii) The rates adopted for various items of work should be in accordance with the work order/ contract agreement.
- ix) While checking the first on account bill, it should be ensured that the performance security deposit has been made by the contractor.
- x) The quantities of various works/ items should be within the provision of work order/ contract agreement subject to variation as per cl.5.06 or else covered by proper supplementary agreement/ deviation estimate / revised estimate issued in writing with the approval of competent authority.
- xi) Interim payment for excess work done against an individual item (Ref. Cl. 6.06) should not be more than 10% in excess of quantities of work provided in the work order/ contract agreement on the authorization of Engineer In charge and 20% in excess of quantities of work provided in the work order/ contract agreement on the authorization of GM, HoD(C) or Staff Officer (Civil) as the case may be, subject to overall value of work not exceeding the agreement/ work order value. However rate restrictions for high value items shall be made operative.
- xii) Interim payment allowed on the authorization of GM, HoD(C) or Staff Officer(C) for extra items(ref. Cl. 6.07) of work done should not be more than 10%, of contract agreement/ work-order / approved deviation estimate value, when value of such extra items added together subject to value of total work done including excess quantities and extra items does not exceed the contract/ work-order / approved deviation estimate value. Payment for such extra items shall be made in the running on account bills at the provisional rates as per cl.5.08.1 till these are regularized through deviation estimate / revised estimate.
- xiii) Contract Agreement no. and date, work order no. and date, date of commencement of work and date of completion of work as per agreement, extension of completion time granted by the competent authority, if any, should be correctly indicated in the bill.
- xiv) It should be ensured that the bill has been signed by the contractor or the authorised representative of the contractor with date.
- xv) It should be ensured that the persons signing the bill has been authorised by the contractor either by the power of attorney or by virtue of partnership deed and that such information has been notified to the Area Accounts Office/ concerned accounts office and EIC's office.
- xvi) It should be ensured that a statement of material issued and to be recovered is attached to the bill supported by reference to Store issue challan etc. Generally, all materials used in the work should be recovered and a certificate regarding the balance material should be given. The quantity consumed should be compared with the theoretical requirements to ensure that the required quantity has been used. Where the full quantity of material issued is not recovered, justification for postponing the recovery should be furnished. However, where the recovery for supply of materials has been spread over more than one running "on account" bill by order of

competent authority, the compliance of standing instructions should be ensured.

xvii) The rates of recovery for such materials are to be scrutinised with reference to the agreement where a fixed rate has been provided in the agreement and the recovery should be made accordingly. Where the rate of recovery has not been indicated, the valuation will be done on the basis of the latest price to which 20% towards storage, supervision, freight etc. should be added to arrive at the provisional rate of deduction. The final recovery should be made on store issue rates as confirmed through sale bill by the Area Accounts Officer/ Area Store Office of concerned Accounts Officer/ Store Officer.

xviii) It should be ensured that other recoveries such as for supply of coal, rent, water and electricity charges and hire charges of plant and equipment etc. have been made properly.

6.04 Checking of Final Bills

In case of final bills the following additional aspects are to be seen and checked:

- i) Certificates of "No Claim" against the contractors by the Engineer-in-Charge.
- ii) Certificates of satisfactory completion of work to be issued by the Engineer-in-charge.
- iii) Certificate of inspection on completion of work to be issued by the SO(C)/ GM(C) or any other officer nominated by SO(C)/ GM(C) for works valued up to Rs.200 lakhs and by the GM, HoD(C) or any other officer nominated by GM, HoD(C) for the work valued more than Rs.200 lakhs as per cl.5.16.
- iv) Certificate of leak proofness in respect of building roofs or similar structure and certificate in respect of the fact that 6 months or one full monsoon has passed after completion of the construction of building/ structure or bridge etc. and that the defects if any has been rectified. This Certificate will be required only if the final bill is presented after expiry of the defect liability period.
- v) Indemnity Bond by the contractor against any claim by State Govt .towards Royalty for minor minerals.
- vi) It should be ensured that the deviation estimate / revised estimate regularising the variation in quantities and /or extra items executed and the extension of time of completion etc. have been sanctioned by the competent authority.
- vii) It should be ensured that a complete list of materials issued to the contractors against the particulars of recoveries already made from the on account bills is enclosed with the final bill.
- viii) It should be ensured that all recovery on account of hire charges, electricity, water supply etc. are fully made.

In addition to above, in case of any recorded observations by any authority on any item of works, clearance should be obtained from such authority or authority superior to them before release of final payments.

6.05 Time Schedule for Payment of Bills

The following time schedule for payment of bills, both running on account and final, are prescribed and shall be followed as far as possible:

i) **Payment of Running Bills** - Within 1 month of presentation of the bill duly passed & accepted for payment by the EIC.

ii) **Payment of Final Bill**

- a) For works up to 200 lakhs within 2 months of presentation of the bill duly passed & accepted for payment



by the EIC.

b) For works over Rs. 200 lakhs within 3 months of present & accepted for payment by the EIC.

The Engineer-in-Charge of work shall be responsible for timely recording of final measurements for completed works, preparation of revised estimates and preparation of final bills. The RE and final bill shall be submitted within 3(three) months of completion of works.

Payment of final bill shall be made after verification of the bill on the personal certificate of the officer-in-charge (i.e. EIC) of execution of the work in the format given below:

"I Executing Officer of(Name of the Work), am personally satisfied that the work has been executed as per the specifications laid down in the Contract Agreement and the workmanship is up to the standards followed in the Industry."

6.06 Payment for Excess Work

During the execution of work divergence between what is planned and what is executed is common and it is possible to limit the deviations to a minimum by close monitoring and timely action as already explained hereinbefore. However due to unavoidable circumstances, the quantities actually executed on the close of work may be different from the original quantities. In order to ensure progress of work with excess of quantities over what was agreed, the SO(C)/ Engineer Incharge and GM, HoD(C) are permitted to authorise interim payment for excess work as follows :

- i) Engineer-in-Charge may make interim payment for work done up to 10% in excess, if any, of the quantities of work against individual item as per contract subject to overall value of work not exceeding the contract value.
- ii) The GM, HoD(C) of the company and the SO(C) of the Area may authorise interim payment for excess work done, if any, up to 20% in excess of the quantity of individual item of work as per the schedule of quantities of the contract awarded from Company level and Area level respectively subject to overall value of work done does not exceed the contract / approved deviation estimate value.

The above at Sl.no. i & ii are regularised by a deviation estimate or revised estimate sanctioned by the competent authority with the concurrence of finance.

6.07 Payment for Extra item of Work done

It is not always to foresee all the items of works involved in completion of a work at the stage of design and estimation. During the course of work, extra items of work not covered by the Agreement, may require to be carried out for completion of the work. The contractor cannot be asked to wait for the payment till the sanction of competent authority is received for the deviation estimate or revised estimate.

In all such cases the GM, HoD(C)/ SO(C) of the Area/ Engineer-in-Charge may authorize interim payment for extra items of work for a contract awarded from Company level and Area level respectively provided items of such extra work added altogether is not more than 10% of the agreement value and total work done including excess quantities does not exceed the work order/ agreement / approved deviation estimate value. This is regularized by a sanction of competent authority with concurrence of finance by a deviation estimate or a revised estimate.

Balance amount on account of excess quantity and extra items of work executed shall be paid after deviation estimates/ revised estimate regularizing the extra items and excess quantity of works is sanctioned by the competent authority with FC.

6.08 Payment of Substandard Works

The contractor is required to execute all works according to the specifications laid down in the contract to the satisfaction of Engineer Incharge. If certain items of work are below specifications, the contractor shall be asked to re-do them according to the specifications and if the contractor does not rectify the defects, the work should be got re-done departmentally at the risk and cost of contractor in terms of the relevant clauses of contract. Engineer Incharge may accept such work of below specifications provided he is satisfied with the quality of such works and the strength and structural safety of such works and with the approval of SO(C)/ GM, HoD(C).

In that case Engineer-in-charge shall make such deductions for the difference in value, as in his opinion may be reasonable and to be approved by SO(C)/ GM, HoD(C).

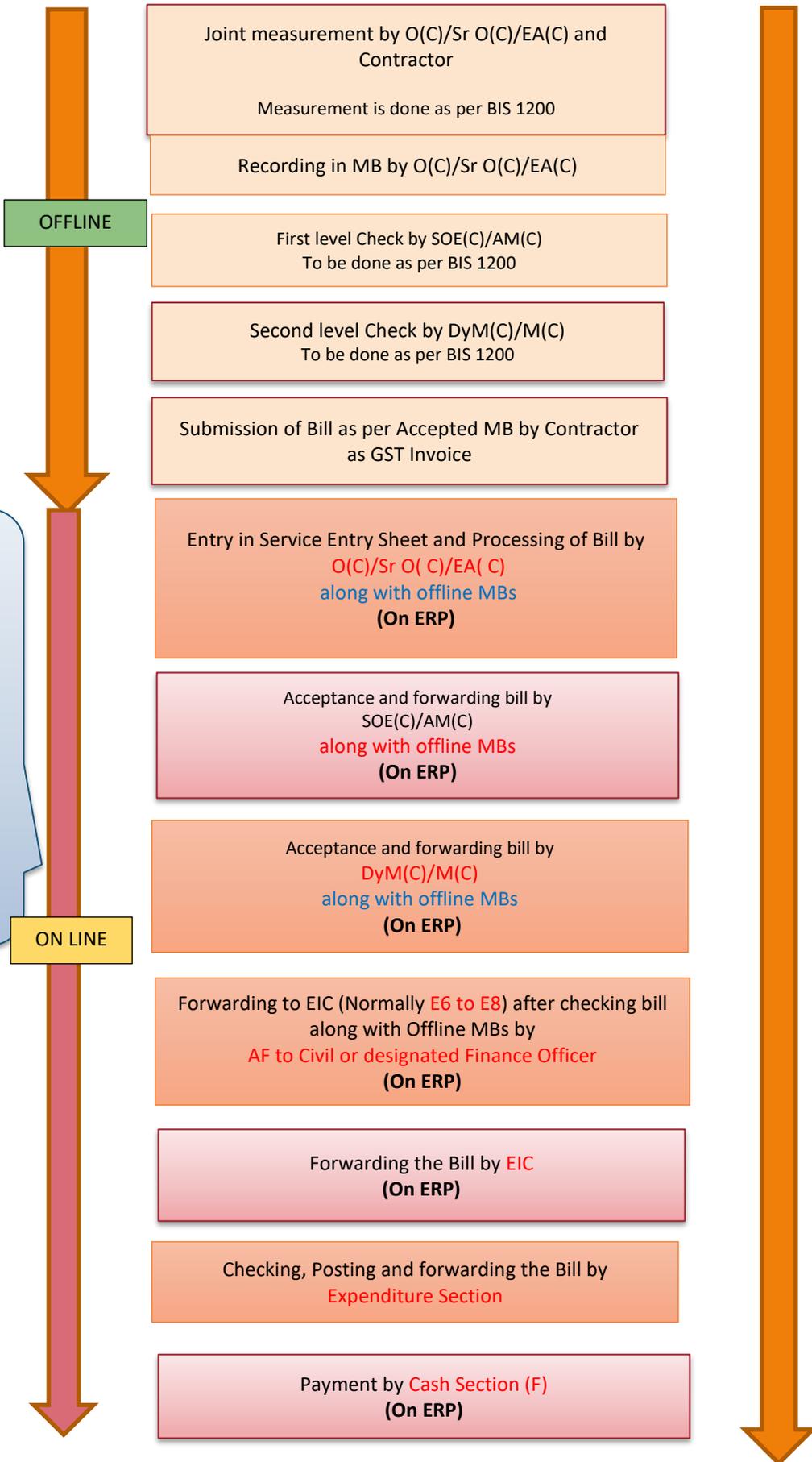


6.09 Flowchart for payment of bills for Civil/ Survey is given below-

FLOWCHART FOR PAYMENTS OF BILLS – CIVIL/SURVEY

Description	Activities	Timelines	Responsibility	Escalation matrix
Joint measurement by Overseer/Eng.(Asst)/Sub Engineer and recording in MB and Check Measurement at first and second level	<ol style="list-style-type: none"> 1. Joint measurement of completed work/ portion of work by first level official and Contractor Team and recording of measurement in measurement book 2. Check measurement to be conducted as per provision of MCEW with due recording in MB. 3. Submission of bill by contractor as per accepted measurement of MB <p>Measurement is done as per BIS 1200 in line with provisions in MCEW, PART I, at Cl. 5.11</p>	05-07 days	Civil / Survey department of concerned area/HQ in co-ordination with HOD of concerned department of respective area / HOD (Town-Admin) HQ	<p>GM of respective Area / GM(Civil)/HOD</p> <p>After 7 days delay from the scheduled time - D(T), CIL/Subsidiary</p>
Forwarding of bills through dak to Finance department for processing and payment by EIC	<p>Certified bills (All revenue and capital bill) from concerned section duly verified in regards to</p> <ol style="list-style-type: none"> 1) quality, quantity, amount, penalty etc 2) All necessary approvals, copy of LOA, work order, Agreements (If applicable) etc have been enclosed 3) Preparing and signing of Measurement Book by competent authority have been complied as per MCEW. 4) All necessary certificates as per work order/relevant rules are enclosed. 5) Acceptance of BG/Receive of Security deposit (If applicable) 6) Deduction of retention money from the bill. 7) other documents as per order 	Within 02 days from the date of Invoice/Bill.	Civil / Survey department of concerned area/HQ in co-ordination with HOD of concerned department of respective area / HOD (Town-Admin) HQ	<p>GM of respective Area / GM(Civil)/HOD</p> <p>After 7 days delay from the scheduled time - D(T), CIL/Subsidiary</p>
Passing of bills by Expenditure section	<p>Certified bills received for passing for payment to be checked in regards to: -</p> <ol style="list-style-type: none"> 1) Condition of work order, Measurement Book, approval of RE/DE (if applicable) and necessary Certificates. 2) Security deposit/ performance guarantee has been deposited as per rules. 3) Retention money (as applicable) is deducted. 4) Penalty clause have been verified and action taken 5) Tax compliances and returns have been complied. 6) Other necessary compliances 	Within 03 working days from receipt of bill in Finance department	Expenditure/ Bill passing Section of Finance of concerned Area/HQ in co-ordination with AFM of concerned Area and GM(F) for Subsidiary/ HQ	<p>GM of respective Area/GM(F) I/C</p> <p>After 7 days delay from the scheduled time - D(F), CIL/Subsidiary</p>
Payment by Fund/Cash Section	<p>Bills Received by DAK duly passed for payment to be checked in regards to: -</p> <ol style="list-style-type: none"> 1) Availability of Funds and action taken. 1) Payment in contractor bank account through RTGS/NEFT 	Within 02 days* from the receipt of bill by Fund Department	Fund Section of Finance of concerned Area/HQ in co-ordination with AFM of concerned Area and GM(F) for Subsidiary HQ	<p>GM of respective Area/GM(F) I/C</p> <p>After 7 days delay from the scheduled time - D(F), CIL/Subsidiary</p>

FLOW CHART OF CIVIL DEPARTMENT



In case of shortage of required Manpower the roles may be clubbed/given to next level/ lower level as the case may be

6.10 Issue of Defect Liability Certificate / Completion Certificate

The contractor shall give notice of completion of work, as soon as work is completed to the Engineer-in-charge. The Engineer-in-charge shall within 15 days from the receipt thereof, inspect the work/ inform the SO(C) or GM, HoD(C) for carrying out inspections required as per cl.5.16 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.

6.10.1 In the event there are no defects or the defects/ deficiencies are of a minor nature and the Engineer-in-charge and any other officer nominated for the purpose by GM, HoD(C) are satisfied that the contractor has already made arrangements for rectifications, or in the event of contractor's failure to rectify the defects for any reason whatsoever, the defects can be rectified departmentally or by other means and the 50% of the security deposit of the contractor shall be sufficient to cover the cost thereof, EIC will issue the Defect Liability Certificate (Taking Over Certificate with list of defects), as per delegation of power, 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 thereof.

6.10.2 If the defect, according to the Engineer-in-charge and any other officer nominated by GM, HoD(C) for the purpose, 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 (Taking over Certificate with list of defects) will be issued by the Engineer-in-charge, as per delegation of power, after the above rectifications are carried out/ deficiencies are removed by the contractor to the satisfaction of the EIC and any other officer nominated by GM, HoD(C) for the purpose.

6.11 Settlement of Disputes with the Contractor

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/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, then matter shall be resolved through conciliation.

Conciliation:

The party initiating conciliation shall send a written invitation to the other party to conciliate and proceedings shall commence when the other party accepts the initiations to conciliation. The parties may agree on the name of a sole conciliator or each party may appoint one conciliator. The conciliation shall assist the parties to reach an amicable settlement of their dispute. When the parties sign the settlement agreement, it shall be final and binding on the parties. The conciliator shall authenticate the settlement agreement and furnish a copy thereof to each party.

If differences still persist, the settlement of the dispute shall be resolved in the following manner:
Disputes or differences relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprise (CPSEs) / Port Trusts inter se and also between CPSEs and

Government Departments/ Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Department), shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 05/003/2019-FTS-10937 dated 14th December 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

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

6.10A Settlement of Disputes through Arbitration

(i) Normally, there should not be any scope of dispute between the employer (department) and the contractor after entering into a mutually agreed valid contract. However, due to various unforeseen reasons, disputes may arise during the progress of the contract between the employer (department) and the contractor.

Therefore, the conditions governing the contract shall contain suitable provision for settlement of such disputes / differences binding on both the parties.

(ii) Mode of settlement of such disputes/differences shall be through Arbitration. However, when a dispute/difference arises, then, depending on the position of the case, either the employer (department) or the contractor shall give notice to the other party of its intention to commence arbitration. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015.

(iii) Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued or such other place as the Chairman, CIL / CMD of Subsidiary Company (as the case may be) at his discretion may determine.

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

(v) Legal Advice:

While processing a case for arbitration, the purchase organization is to take legal advice, at appropriate stages from competent authorities viz their Legal Department.

(vi) Following clause shall be included in the General Conditions of the Contract (GCC):

Sole Arbitration Clause:

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 Chairman, CIL/ CMD of Subsidiary Company (as the case may be). The award of the arbitrator shall be final and binding on the parties of this Contract.

(a) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his/her award being set aside by the court for any reason, it shall be lawful for the Chairman, 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 Chairman, 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 or such other place as the Chairman, CIL / CMD of Subsidiary Company (as the case may be) at his discretion may determine.

(vii) Contracts with Partnership firm/ Joint Venture:

A partner is the implied authority to bind the firm in a contract coming in the purview of the usual business of the firm. The implied authority of a partner, however, does not extend to enter into arbitration agreement on behalf of the firm. Therefore, while entering into a contract with partnership firm /Joint Venture care should be taken to obtain consent of all the partners to the arbitration agreement.

A suitable clause for obtaining consent of all the partners to the arbitration agreement shall be included in the General Conditions of the Contract (GCC).

viii) In cases where CIL/ Subsidiary has challenged an arbitral award and as a result, the amount of the arbitral

award has not been paid, 75% of the arbitral award (which may include interest up to date of the award) shall be paid by CIL/ Subsidiary to the contractor/ concessionaire against a Bank Guarantee (BG). The BG shall only be for the said 75% of the arbitral award as above and not for the interest which may become payable to CIL/ Subsidiary should the subsequent court order require refund of the said amount.

The payment may be made into a designated Escrow Account with the stipulation that the proceeds will be used first, for payment of lenders' dues, second, for completion of the project and then for completion of other projects of CIL/ Subsidiary as mutually agreed/ decided. Any balance remaining in the escrow account subsequent to settlement of lenders' dues and completion of projects of CIL/ Subsidiary may be allowed to be used by the contractor/ concessionaire with the prior approval of the lead banker and CIL/ Subsidiary. If otherwise eligible and subject to contractual provisions, retention money and other amounts withheld may also be released against BG.

The only circumstances in which such payment need not be made is where the contractor declines, or is unable, to provide the requisite bank guarantee and/or fails to open an escrow account as required. Persons responsible for not adhering to are liable to be held personally accountable for the additional interest arising, in the event of the final court order going against the procuring entity.

ix) Arbitration /court awards should be critically reviewed. In cases where there is a decision against CIL/Subsidiary the decision to appeal should not be taken in a routine manner, but only when the case genuinely merits going for the appeal and there are high chances of winning in the court/ higher court. There is a perception that such appeals etc. are sometimes resorted to postpone the problem and defer personal accountability. Casual appealing in arbitration / court cases has resulted in payment of heavy damages / compensation / additional interest cost, thereby causing more harm to the exchequer, in addition to tarnishing the image of the Government.

(x) Legal department of CIL/Subsidiary should monitor the success rate of appealing against arbitration awards. There should be a clear delegation to empower officials to accept arbitration / court orders. A special board / committee may be set up by legal department of CIL/ Subsidiary to review the case before an appeal is filed against an order. Arbitration /court awards should not be routinely appealed without due application of mind on all facts and circumstances including realistic probability of success. The board / committee or other authority deciding on the matter shall clarify that it has considered both legal merits and the practical chances of success and after considering the cost of, and rising through, litigation / appeal / further litigation as the case may be, it is satisfied that such litigation / appeal /further litigation cost is likely to be financially beneficial compared to accepting the arbitration / court award.

Chapter 7: DUTIES & RESPONSIBILITIES

7.00 The Civil Engineering Deptt. as stated in the beginning, is entrusted with the responsibility of providing leadership for various Welfare and Mine development activities including Service Buildings, Haul Roads, Coal handling Plants etc. In addition, the department is in-charge of the maintenance of the assets of the company already existing as Roads, Buildings, Plants, etc.

The HoD(C) of CIL HQ and HoD(C) of Subsidiary shall normally be of E8 grade, Staff Officer (Civil) shall normally be of E7 grade, Section Head of Project shall normally be of E5 grade and In-charge of Quality Cell shall normally be of E5 grade.

However, if an executive of lower grade is posted on these positions; they shall avail the DoP of the grade which is prescribed as above for these roles.

The following employees of Civil Engineering Cadre as mentioned below shall exercise the duties and responsibilities given below in addition to the duties and responsibilities assigned from time to time by Head of the Department. In case of repugnancy or conflict between the duties and responsibilities assigned below and office order issued by Head of the Department, the office order shall prevail.

The duties and responsibilities of different Sectional heads and employees of Civil Engineering Department at CIL and its Subsidiaries are given below:

7.01 DUTIES & RESPONSIBILITIES OF HoD(C) POSTED AT CIL(HQRs) (Normally of E8 grade)-

1. GM, HoD(C) posted at CIL(HQRs) is the Head of Civil Engineering Discipline for Coal India.
2. He should know the rules & regulations, specifications thoroughly.
3. He will ensure adoption of uniform rules and guidelines so that streamline of methods and practices is achieved for optimum utilisation of resources.
4. He will be reviewing authority of capital and revenue budgets of Coal India, to ensure priority and economy in Project Implementation and maintenance of assets.
5. He will maintain a library containing Civil Engineering Books, journals & Publications on Civil Engineering, Schedule of Rates/ Standard Specifications and terms & Conditions of Civil Engineering Works, Codes & Manuals etc. relevant to Civil Engineering and utilize them for the purpose of reference in matters relating to standardizations, quality control.
6. He should communicate technological guidelines to Subsidiaries as required from time to time.
7. Updating of departmental SOR in due time and correct manner for all types of Civil Engineering Works will be monitored by him for the purpose of overall control.
8. He will ensure organizational development by appropriate manpower projections and by advising/ assisting the management in matters relating to recruitment, promotions, placements, organising training needs, streamlining the Civil Engineering personnel etc. for efficient functioning of the department. He will recommend requirement of manpower considering the responsibility mentioned hereinafter at different levels based on work load.
9. 9. If directed by higher authorities, he will inspect and oversee the functioning of Civil Engineering Works in the Subsidiaries and shall hold periodical review meetings with the concerned officials of the Subsidiary.
10. He will coordinate all Civil Engineering matters requiring liaison with CTE/ CVC, Riys, DPE, Ministry and other Statutory Bodies.
11. He will provide expert advice and consultation to Subsidiaries in all matters related to Civil Engineering.

7.02 DUTIES & RESPONSIBILITIES OF HoD(C) OF THE SUBSIDIARY AS HEAD OF DEPTT. (Normally of E8 grade)-

1. The GM, HoD(C) is the head of the department of Civil Engineering and is responsible and answerable to functional head of Civil Engineering Department of the Subsidiary for the proper and efficient working of his department. He is also the Adviser to the company in all matters relating to his branch and he is to look after

the efficient and economical working of his Department. It is his duty to see that adequate and detailed rules exist or are prescribed for the efficient construction and maintenance and renewal of all structures, works & equipment etc. that are utilised for the company purpose.

2. He should steer the course of the work through exercising effective managerial and technical control.
3. He will inspect and oversee the functioning of Civil Engineering Works in areas as required from time to time and shall hold periodical review meetings with the concerned officials.
4. The Capital & Revenue Budget proposals in respect of all Civil Engineering works prepared by various Projects/ Areas should be reviewed by GM, HoD(C) keeping in view the necessity, economy and project report provisions. The GM, HoD(C) sees that the budget allotments are utilised consistent with actual requirements and general economy.
5. It will be the duty of the GM, HoD(C) to maintain in his office, the Schedule of rates and a book of standard specifications, terms & conditions and to satisfy himself that the rates allowed for the work are competitive. Other standard books like C.P.W.D., N.B.O., B.P.E., State PWD/ PHED, Schedules, Codes, Manuals etc. should be maintained in his office.

The GM, HoD(C) is empowered to take corrective measures for any faults in systems & practices whether in execution of works or in the preparation of accounts by the officers of the Engineering Deptt. which may come to his knowledge. General Manager of the Area/ Project and other concerned officers should be informed of these measures. It will be the responsibility of the GM, HoD(C) to prepare and update departmental SOR for all types of Civil Engg. works with the concurrence of finance.

6. He will maintain a library containing Civil Engineering Books, journals & Publications on Civil Engineering, Schedule of Rates/ Standard Specifications and terms & Conditions of Civil Engineering Works, Codes & Manuals etc. relevant to Civil Engineering and utilize them for the purpose of reference in matters relating to standardizations, quality control.
7. The GM, HoD(C) will recommend the following-
 - i. The GM, HoD(C) will recommend to the concerned Director of the Company the appointment, placement and career growth of all officers of his department.
 - ii. The GM, HoD(C) will recommend to the concerned Director of the company, the requirements of technical personnel and training needs in Civil Engineering deptt, considering the work load and responsibilities mentioned hereinafter at different levels.
 - iii. The GM, HoD(C) maintains liaison with CIL, B.P.E. Ministry of Coal regarding construction programme of Civil works for Projects/ Areas including works relating to residential buildings & other welfare measures.
8. The GM, HoD(C) is responsible for all master plan, selection of site for major construction and important structural designs. The responsibility for the technical features of all designs rests with the office of their origin.
9. He should guide R&D activities, Standardization and Quality Control in Civil Engineering matters.

7.03 DUTIES & RESPONSIBILITIES OF ASSOCIATE OF HoD(C)/TA-Incharge OF CIL/ SUBSIDIARY

1. Assist GM, HoD(C)/TA In-charge in efficient and proper handling of works.
2. Overall control of estimating and design/ drawing Section.
3. Overall co-ordination over problem of Civil Engg. works at Headquarters level and follow up action.
4. Follow up action on accepted tenders relating to civil construction/ maintenance and allied works within the purview of GM, HoD(C) /TA In-charge, scrutiny and preparation of contract agreement.
5. Scrutiny of revised estimates, claims and court cases relating to civil engineering works.
6. Disposal of Inspection / Audit reports concerning various works executed.
7. Preparation and submission of monthly progress reports pertaining to works under his jurisdiction.
8. Scrutiny of work programme, budgets and material budgets.
9. Co-ordination and follow up action of the various works in Areas/ Projects.
10. To deal with official correspondence, issue of sanction etc. of GM, HoD(C) /TA In-charge's office.
11. To do and perform any other duties as may be assigned by GM, HoD(C) /TA In-charge from time to time.
12. He will exercise all powers of GM, HoD(C) /TA In-charge or part thereof if so delegated by GM, HoD(C) /TA In-charge.



7.04 DUTIES & RESPONSIBILITIES OF IN-CHARGE OF TENDER CELL

1. Assist GM, HoD(C)/In-charge in efficient and proper handling of works.
2. Floating of tenders and allied works.
3. Scrutiny of tenders received and preparation of comparative statement and placing the same before Tender Committee, preparation of work order etc.
4. Preparation of bill of quantities for the agreements, preparation/ scrutiny of draft agreements.
5. Follow up action on accepted tenders relating to civil construction works within the purview of GM, HoD(C) /In-charge, scrutiny and preparation of contract agreement for execution by the GM, HoD(C) /In-charge and the Contractors.
6. Scrutiny of claims and court cases relating to tenders.
7. Disposal of Inspection / Audit reports concerning various works executed.
8. Preparation and submission of monthly progress reports pertaining to works under his jurisdiction.
9. Scrutiny of construction programme, budgets and material budgets.
10. Co-ordination and follow up action of the various works in Areas/ Projects.
11. To do and perform any other duties as may be assigned by GM, HoD(C) from time to time.
12. He will exercise all powers of GM, HoD(C) or part thereof if so delegated by GM, HoD(C).

7.05 DUTIES & RESPONSIBILITIES OF IN-CHARGE OF TECHNICAL CELL

1. Assist GM, HoD(C)/In-charge in efficient and proper handling of works.
2. Preparation/ Updating of Schedule of Rates and analyze rates after collection market rates through appropriate committee, as required.
3. Overall control of estimating and design/ drawing Section.
4. Scrutiny of revised estimates, claims and court cases relating to civil engineering works.
5. Disposal of Inspection / Audit reports concerning various works executed.
6. Preparation and submission of monthly progress reports pertaining to works under his jurisdiction.
7. Scrutiny of construction programme, budgets and material budgets.
8. Co-ordination and follow up action of the various works in Areas/ Projects.
9. To do and perform any other duties as may be assigned by GM, HoD(C) from time to time.
10. He will exercise all powers of GM, HoD(C) or part thereof if so delegated by GM, HoD(C).

7.06 DUTIES & RESPONSIBILITIES OF IN-CHARGE OF TOWN ADMINISTRATION

1. Assist GM, HoD(C)/In-charge in efficient and proper handling of works.
2. Overall control of estimating of maintenance works.
3. Floating of tenders and allied works, as applicable.
4. Follow up action on accepted tenders relating to maintenance and allied works, scrutiny and preparation of contract agreement.
5. Preparation and submission of monthly progress reports pertaining to works under his jurisdiction.
6. Scrutiny of work programme, budgets and material budgets.
7. Co-ordination and follow up action of the various works in Areas/ Projects.
8. To do and perform any other duties as may be assigned by GM, HoD(C) from time to time.
9. He will exercise all powers of GM, HoD(C) or part thereof if so delegated by GM, HoD(C).

7.07 DUTIES & RESPONSIBILITIES OF IN-CHARGE OF POLICY CELL

1. Assist GM, HoD(C)/In-charge in efficient and proper handling of works.
2. Collection of Civil Engineering Books, journals & Publications on Civil Engineering, Schedule of Rates/ Standard Specifications and terms & Conditions of Civil Engineering Works, Codes & Manuals etc. relevant to Civil Engineering and utilise them for the purpose of reference in matters relating to standardizations, quality control. Ensure proper communication of technological development in Civil engineering Works to all

concerned.

3. Preparation and submission of monthly progress reports pertaining to works under his jurisdiction.
4. Co-ordination and follow up action of the various works in Subsidiaries/Areas/ Projects.
5. To do and perform any other duties as may be assigned by GM, HoD(C) from time to time.
6. He will exercise all powers of GM, HoD(C) or part thereof if so delegated by GM, HoD(C).

7.08 DUTIES & RESPONSIBILITIES OF IN-CHARGE OF DESIGN CELL

1. Assist GM, HoD(C)/In-charge in efficient and proper handling of works.
2. Control of estimating and design/ drawing Section.
3. Disposal of Inspection / Audit reports concerning various works executed.
4. Preparation and submission of monthly progress reports pertaining to works under his jurisdiction.
5. Scrutiny of construction programme.
6. Co-ordination and follow up action of the various works in Subsidiaries/Areas/ Projects.
7. To do and perform any other duties as may be assigned by GM, HoD(C) from time to time.
8. He will exercise all powers of GM, HoD(C) or part thereof if so delegated by GM, HoD(C).

7.09 DUTIES & RESPONSIBILITIES OF IN-CHARGE OF QUALITY CONTROL CELL (Normally of E5 grade)

1. Assist GM, HoD(C)/In-charge in efficient and proper handling of works.
2. Inspect the various works within his Area and to satisfy himself that the system of management prevailing is efficient and economical and the quality of work is according to the specification in the contract.
3. To conduct proper and timely tests of materials used in the construction of various projects.
4. Frequent visit of construction sites during execution of projects.
5. Preparation and submission of monthly progress reports pertaining to works under his jurisdiction, as required.
6. Co-ordination and follow up action of the various works in Subsidiaries/Areas/ Projects.
7. To do and perform any other duties as may be assigned by GM, HoD(C) from time to time.
8. He will exercise all powers of GM, HoD(C) or part thereof if so delegated by GM, HoD(C).

7.10 DUTIES & RESPONSIBILITIES OF STAFF OFFICER(CIVIL) (Normally of E7 grade)

1. It will be the duty of the Staff Officer(Civil) to inspect the various works within his Area and to satisfy himself that the system of management prevailing is efficient and economical and the quality of work is according to the specification in the contract.
2. He is functionally in-charge of all construction work of his area.
3. He is responsible and answerable to concerned Area GM for proper and efficient working of Civil Section in his area.
4. He is required to ascertain and report to GM of the Area/ Projects and GM, HoD(C) on the efficiency of the subordinate offices and establishment and to see that staff employed is actually necessary and adequate for its management. He should examine the register of works so as to keep a vigilant watch over the rate of progress of work and he may require the officers under him have to report to him monthly on a work within the sanctioned estimates and ensure that the revised estimate for any work, if required, is submitted in due time to the sanctioning authority.
5. He should also see that the standard/ approved system of Accounts is maintained throughout his jurisdiction, and see that there is competent administrative approval and sanction of the estimates.
6. The Staff Officer (Civil) may recommend to the GM, HoD(C) transfer of executives and other technical staff from his Area through the Area General Manager.
7. He will be responsible for preparing programme and budgets on all Civil Engineering activities in the area in time and monitor the budget.
8. He will invite tender for civil engineering works for and on behalf of Area General Manager and award of work



as per delegation of powers, subject to budget provision and observing all other formalities.

9. Preparation and submission of monthly progress reports, as applicable.
10. Co-ordination and follow up action of the various works in Projects.
11. To do and perform any other duties as may be assigned by GM, HoD(C) and Area General Manager from time to time.

7.11 DUTIES & RESPONSIBILITIES OF SECTIONAL HEAD OF PROJECT (Normally of E5 grade)

- 1 It will be his duty to inspect the various works within his Project and to satisfy himself that the system of management prevailing is efficient and economical and the quality of work is according to the specification in the contract.
- 2 He should examine the register of works so as to keep a vigilant watch over the rate of progress of work and he may require the officers under him have to report to him monthly on a work within the sanctioned estimates and ensure that the revised estimate for any work, if required, is submitted in due time to the sanctioning authority.
- 3 He should also see that the standard/ approved system of Accounts is maintained throughout his jurisdiction, and see that there is competent administrative approval and sanction of the estimates.
- 4 He will be responsible for preparing programme and budgets on all Civil Engineering activities in the project in time and monitor the budget.
- 5 Preparation and submission of monthly progress reports pertaining to works under his jurisdiction.
- 6 To do and perform any other duties as may be assigned by Staff Officer (Civil) from time to time.

7.12 DUTIES & RESPONSIBILITIES OF ENGINEER-IN-CHARGE

1. Engineer-In-Charge will act as the in-charge for all works and regular inspection of those works shall be done by him.
2. Regular visit of construction sites during execution of works/projects.
3. He is responsible for operation of the contract as per the Terms and Condition of the agreement/ tender document.
4. All the materials to be used on work such as cement, bricks, aggregates, sand etc. shall be used in consultation with EIC.
5. In case of large scale deviation during execution of work, EIC has to ensure the in principle within seven days of commencement/ occurrence of such deviation.
6. EIC's signature has to be recorded in the bill submitted by contractors as a token of acceptance for payment of the bill. He shall sign in the abstract of bill in the MB & the bill form.
7. EIC should process the proposal for extension of time of the project as per conditions of contract.
8. EIC shall be responsible for timely recording of final measurements for completed works, preparation of revised estimates and preparation of final bills.
9. EIC will 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, etc. On the expiry of Defect Liability Period (after rectification of all the defects by the contractor), EIC shall issue No defect Certificate.
10. Preparation and submission of monthly progress reports pertaining to works under his jurisdiction, as required.
11. To do and perform any other duties as may be assigned from time to time.

7.13 DUTIES & RESPONSIBILITIES OF ASSOCIATES POSTED UNDER GM, HoD(C)/TA IN-CHARGE/ STAFF OFFICER(CIVIL)/ SECTIONAL HEAD OF PROJECT

- 1 They should be responsible for the management and execution of works and standard quality of works as per specification in the contract agreement and approved drawings.
- 2 They are required to report immediately to the respective TA In-Charge/ Staff Officer(Civil)/ Sectional Head of Project (referred herein after as 'Head' under this clause) on any serious accident or unusual occurrence under his jurisdiction and to state how he has acted. They shall immediately report to the nearest Police Station as



- well as to their Superiors on the occurrence of serious accident, if any
- 3 They are the technical staff directly in-charge of the work and have to look after the works assigned to them, by their superiors, from time to time.
 - 4 They shall not normally permit deviations from any sanctioned design in the course of execution, except under specific authority, or in the case of emergency when the changes should be forthwith reported to the concerned Head for competent approval.
 - 5 Immediately on a work being finished, it will be their duty to take necessary action for the closure of contract including final payment.
 - 6 They shall prepare the estimates and/ or design/ drawings and after proper scrutiny and checking, the estimates shall be sent to concern Head for competent sanction.
 - 7 After completion of works, they shall prepare, scrutinize and process revised estimates for sanction. They shall also see that the final bills are processed and sent to Accounts Deptt. within reasonable time, after completion of work.
 - 8 They are responsible for proper recoveries for the materials issued on sale-account, house rent, electricity, water & hire charges etc. as per the terms of contract. They are also responsible for proper accounts of the materials issued for the departmental works.
 - 9 They are required to maintain records of labour, materials, tools & plants etc. at site of work. They have to record the measurements of work done or supplies made, prepare bills thereof & keep a clear record of all the stores and tools under their custody. The cost of all materials & hire charges of tools/ equipment issued for the work are to be realized from the contractors bill regularly.
 - 10 They are in-charge of construction/ maintenance works and have to supervise the works in their day-to-day execution. His exact duties, however, depend upon the instructions of their Superiors.
 - 11 They are also responsible for proper maintenance of records, registers, ledgers and accounts for all works in their jurisdiction.
 - 12 They shall bring to the notice of the concerned Head in case of any deviations, extra items in execution of contract works and obtain proper approval for the same
 - 13 They shall carry out checking of measurement as per norms laid down hereinbefore.
 - 14 They will take action for working out the requirement of materials for works under his control and take suitable action for procurement as per procedure
 - 15 They will inspect and approve queries for stone materials, sand and other minor minerals required for civil construction works and determine the lead involved therein.
 - 16 They will inspect/approve foundation for residential/ office buildings, minor structures, bridges up to 15m span before allowing laying of foundations. Regarding approval of foundations for major industrial structures like permanent CHPs, Coal Washeries, etc. and bridges above 15m span, they will inspect at first and then obtain approval of the same from concerned Head before allowing concreting. In special cases approval of GM/HoD(C) may be obtained if necessary.
 - 17 They will be responsible for furnishing reply to audit paras and other inspection reports concerning Civil Engineering Works.
 - 18 They will arrange for laboratory tests as required.
 - 19 They will be responsible for furnishing reply to vigilance queries concerning to their works.
 - 20 They will be responsible for preparing and maintaining records of completion drawings and standard measurements for original work and completion reports for all works under his jurisdiction.
 - 21 They are the person on the spot in immediate charge of the works. They shall look after the execution & management of all works under their control. They shall take steps for the maintenance of all buildings/ roads etc. under their control.
 - 22 They shall ensure that there is no expenditure on any work unless all formalities required in connection with the work have been fulfilled.
 - 23 They are responsible to ensure that the provisions of the contracts are strictly enforced and that nothing is done to nullify or vitiate them.
 - 24 They are responsible for maintaining the stores, if any and safe storage of departmental materials, P&M, tools etc.
 - 25 They will maintain site order books, hindrance register etc. for each and every work of capital and revenue nature.



- 26 They will prepare deviation estimates for the anticipated deviations from the original agreement well in time and also prepare revised estimate for the works under him. They will check estimates/ revised estimates received from projects/ areas/ units/ HQ unit as the case may be and processing the same for sanction, as required.
- 27 To do and perform any other duties as may be assigned by concerned Head from time to time.

7.14 DUTIES & RESPONSIBILITIES OF ASSOCIATE FINANCE/ ACCOUNTS OFFICER/ ACCOUNTANT.

1. He shall function as an effective liaison between his office and the concerned Finance section. He shall be responsible for the financial regularity and maintenance of accounts for transactions of the Deptt. in accordance with the rules.
2. The functions are of three fold: (i) As Accountant, (ii) As Internal Auditor and (iii) As Financial Assistant. In discharging his duties, he is expected to keep himself fully conversant with the sanction and orders passing through the Office and with other proceedings of the Office and its subordinate offices which may affect the estimates and/or accounts of the civil works undertaken by the department.
3. If any transaction or order affecting receipts or expenditure is such as would be challenged in Audit, the Accountant will bring this fact to the notice of the Engineer-in-charge with a statement of his reasons and obtain the orders of that officer. It will then be his duty to comply with his orders.
4. He should bring to the notice of the Engineer-in-Charge all instances, where the expenditure exceeds the financial limitation. If any serious financial irregularity is noticed, it should be reported at once for the information of the E.I.C/ Finance Section.
5. He has right to seek advice of the concerned Finance section/ Department in all matters connected with the accounts of his department or the application of financial rules and orders concerning which there may be any doubt.
6. He is responsible for detailed account checking of the individual tenders and for seeing that computation of the individual tenders has been done correctly. He should satisfy himself that the comparative statement correctly incorporates details of the tenders. In case Earnest Money/ Security Deposit is in the shape of BG, verification of the same shall be done by him. He shall also ensure that validity of the BG is as per provisions of NIT. He shall also ensure extension, if required, in consultation with relevant section or as per provisions of agreement, before expiry of its validity. He shall keep the Engineer-in-charge informed about such action. The BG/ TDR/ FDR etc. shall be under his custody.
7. He will scrutinize and check the bills for Civil Engineering works based upon the detail measurement books (MB) and see that the bill is complete in all respect and in accordance with the contract/ work order.
8. He will function as the representative of Finance section concerned and his checking of the bill will form the pre-audit on behalf of the Finance section, bills for civil works are concerned.
9. He will check all the arithmetical calculations of the contents recorded in the measurement book.
10. While checking the first on account bill, ensure that payment towards performance security deposit has been made by the contractor, the particulars thereof should be suitably recorded in the bill.
11. The quantities of various works/items are within the provision of Agreement/Work Order or are covered by proper supplementary work order issued in writing by the competent authority.
12. Agreement No. and date/Work Order No. and date of commencement of work & date of completion of work as per agreement, period of claim, extension of completion time by the competent authority, if any, have been correctly indicated in the bill.
13. Ensure that the bill has been signed by the contractor or the authorized representative of the contractor.
14. Ensure that the persons signing the bill has been authorized by the contractor either by the Power of Attorney or by virtue of Partnership Deed or by any suitable authorization letter, as applicable.
15. Ensure that the bill has been signed and endorsed by concerned officers as the case may be with appropriate check measurements. It is also to be ensured that the bill has been signed by the Engineer in Charge as a token of acceptance. Ensure that necessary recoveries including statutory recoveries (Security, Income Tax, GST on Works contract etc.) as per provisions of the agreement have been incorporated.
16. Ensure that a statement of materials issued and to be recovered is attached to the bill and ensure that all materials issued to the contractors up to the date for which the bill has been prepared have been incorporated

- therein. However, where the recovery for supply of materials has been spread over more than one running "on account" bill by order of competent authority, ensure that it is in accordance with instructions.
17. Ensure that other recoveries such as secured advance other advances, hire charges for plant & equipment, water and electricity charges, rent etc., as applicable have been made properly.
 18. In case of final bills the following additional aspects have to be checked:-
 - a. Certificate of satisfactory completion of work by EIC and or any other Officer nominated by Staff Officer(C) / GM(C) /GM, HoD(C) for the purpose.
 - b. Guarantee certificate in case of water proofing works, anti-termite works etc. as per the provisions of the manual.
 - c. Indemnity Bond by contractor against any claim by State Govt. towards payment of Royalty for minor materials. Certificate of specific guarantee as per provisions of agreement for specialized item of work is submitted.
 - d. Ensure that the revised estimate regularizing the variation in quantities and/or extra items executed and the extension of time of completion, as may be necessary, have been sanctioned by the competent authority.
 - e. Ensure that a complete list of materials issued to the contractor against the particular work with detail/particulars of recoveries already made from on account bills is enclosed with the final bill.
 - f. In case the contractor signs the final bill "under protest" the reasons for such protest have been duly recorded by the contractor on the bill.
 19. He will be responsible for maintenance of bill, register, contractors ledger in respect of civil engineering works separately for each tender/ Project.
 20. He is responsible for checking of bills and maintenance of various accounts in respect of civil construction works executed departmentally as per the rules laid down. While exercising the checking/scrutiny of the bills in respect of departmental works, he will further ensure that the same is done in accordance with the detail procedure laid down in preceding paras to the extent applicable.
 21. He should maintain the following records in respect of all works separately for each project except which will be common for all the projects in the department:
 - a. Imprest Cash Book.
 - b. Estimate Register.
 - c. Work Order Register.
 - d. Contract Agreement Register.
 - e. Bill Register separately for Capital & Revenue works.
 - f. Contractors Ledger.
 - g. Bank Guarantee register.

Chapter 8: QUALITY ASSURANCE

8.00 Quality assurance encompasses all the measures that are necessary to achieve the quality of a product. Specifically for Civil Engineering construction it implies that there are standards of construction for all works which must be achieved. Knowledge/consciousness about quality is therefore the first prerequisite of quality assurance. Bureau of Indian Standards (BIS) has extensively covered various aspects of civil engineering constructions which must be followed for quality assurance.

To start with specifications covering materials and workmanships should be clearly drawn and laid down as per BIS Codes/other scientific bodies engaged in standardization (like NBO, IRC etc). Drawings should support the specifications in the form of notes, sketches etc. as far as practicable. Workmanship should be similarly covered to the possible extent in the form of acceptable limits of tolerance for any work.

8.00.1 Quality assurance has two important aspects:

- i) Preventive aspect.
- ii) Corrective aspect.

The preventive aspect should consist of an organised Quality Control programme with clear standards and guidelines so that everyone knows exactly what he is responsible for. The corrective aspect is basically based on the complaints and Corrective Quality assurance therefore includes taking immediate action to correct flaws, dealing with whatever other problems they may have caused and putting things back normal. Steps must also be taken to see that the same trouble does not recur.

8.00.2 Handling Complaints.

There are four steps in handling complaints:

- i) Restore the required function as quick as possible.
- ii) Investigate the possible cause of complaint to fix responsibility.
- iii) Regain Company's confidence by dispelling bad feelings.
- iv) Adequate action to be taken to prevent recurrence.

8.00.3 During finalising of contract, the responsibility of the contractor to achieve the specified works should be formally recorded in the contract agreement. The Engineers/Supervisory Staff concerned overseeing the work should be conversant with the drawings and specifications in the contract. There should be rolling quality improvement programme in every subsidiary company through training, seminars, quality circles etc

8.00.4 During execution, quality can be assured through sampling of actual work and its comparison with what is specified in the contract. This method of work sampling is confined to mainly monitoring of the followings:

- * Monitoring of quality of materials used in construction.
- ** Monitoring of the workmanship displayed during execution of work in the finished work.

8.01 Quality Assurance of Works.

8.01.1 The quality of the work depends on the materials used and workmanship in the construction. All materials and workmanship shall be as per the specifications described in the contract/work order and shall be subjected from time to time to such tests as the Engineer directs at the place of manufacture, or on the work site or at such other places as may be specified. The contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for testing any work and shall supply samples of materials before use in the works for testing as required by the Engineer. It is advisable that for major works (over Rs.5 Crores) contractors maintain a field laboratory with equipments (based on type of work) as per requirement.

8.02 Cost of Samples & Tests.

All samples shall be supplied by the Contractor at his own cost as per contract agreement/work order. The cost of making any test as per contract agreement shall be borne by the contractor. Testing of materials in any govt. Laboratory / Govt. Engineering College / NIT / IIT/ NABL accreditation laboratories may be undertaken at the discretion of Staff Officer(C) Area / GM, HoD(C).

8.03 Access to the Works.

The Engineer-in-Charge and any persons authorised by him 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 provide every facility for and every assistance in or in obtaining the rights to such access.

8.04 Inspection of Works.

i) No work shall be covered up or put out of view without the approval of the Engineer or the Engineer's representative and the contractor shall provide full opportunity for the Engineer or the Engineer's representative 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's representative whenever any such work or foundations is ready or about to be ready for examination and the Engineer'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 of examining such foundations.

ii) The contractor shall uncover any part or parts of the works or make openings in or through the same as the Engineer may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Engineer. 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 case all costs shall be borne by the contractor.

8.05 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 the Engineer, are not in accordance with the contract/work order.
 - b. The substitution with proper and suitable materials.
 - c. The removal and proper re-execution, notwithstanding any previous test thereof or interim payment therefore of any work which in respect of materials or workmanship is not in accordance with the contract.
 - d. In case of default on the part of the contractor in carrying out such order, the engineer 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.

8.06 Devaluation of Work.

In lieu of rejecting a work done or materials supplied not in conformity with the contract/work order, the Engineer-in-Charge and any other Officer nominated by GM, HoD(C) for the purpose may allow such work or materials to remain with the approval of GM, HoD(C), provided the Engineer-in-charge is satisfied with the quality of such materials or the strength and structural safety of the work and in that case he shall make such deduction for the difference in value as in his opinion may be reasonable with the approval of GM, HoD(C).

8.07 Final Inspection.

8.07.1 The Engineer-in-Charge shall make final inspection of all work included in the contract/work order or any portion thereof or any completed structure forming part of a Project 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

rectified before final acceptance can be made.

8.07.2 Final inspection of works shall also be done by SO(C)/Chief Manager(C)/any other officer nominated by SO(C)/GM(C) or CM(C)/any other officer nominated by GM, HoD(C) as per norms laid down hereinbefore. A certificate to this effect shall be recorded by the Officer carrying out the inspection as per Cl. 5.16.

8.08 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 drgs. and specifications, shall, if so required by the Engineer in Charge in writing be rectified 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 agencies to rectify the defects and recover the cost thereof from the dues of the contractor.

8.09 Site Order Book / Hindrance Register.

8.09.1 A Site Order Book is a register duly certified by the EIC regarding number of pages it contains, each page being numbered. Name of work, name of contractor, reference of contract/work order etc. and the aforesaid certificate should be recorded on its first page.

8.09.2 Site Order Books shall be maintained on the sites of works and should never be removed therefrom under any circumstances. It shall be property of the company. The Engineer-in-Charge or his authorised 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 agreement/work order. The contractor shall promptly sign the Site Order Book and note the orders given therein by the Engineer-in-Charge or his representative and comply with them. The compliance shall be reported by the contractor to the Engineer in Charge or his authorised representative in time so that it can be checked and recorded.

8.09.3 The Site Order Books should invariably be consulted at the time of preparation of running account bills and final bill of the contractor.

8.09.4 Site Order Books are important documents and in case of loss, their write-off may be got sanctioned from SO(C)/GM, HoD(C) as in the case of loss of Measurement Books.

8.09.5 A Hindrance Register shall also be maintained at site to record various hindrances 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 and a dispute arises, then the matter will be referred to Engineering In charge and or the next higher authority whose decision will be final and binding on the contractor. The decision shall be communicated within 15 days.

8.10 Samples and Testing of Materials.

All the materials to be used on work such as cement, bricks, aggregates, sand etc. 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 MORTH standard specifications acceptable to the Engineer-in-Charge. The method of tests are not dealt here.

The testing of construction materials and workmanship of Quality are not dealt here. The relevant IS codes/other relevant codes or provisions in the contract agreement should be consulted during execution of work.

8.11 Quality Control aspect has not been dealt in exhaustive manner in this Manual. During execution of work provisions in the contract agreement and relevant BIS codes/ MORTH specification shall be referred to as per instructions of the Engineer-in-charge.

09. 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 CPD website.

However, the specification of CPWD conforming to the adopted DSR/SOR of CIL/Subsidiary may be adopted.

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	2020
VI	Heating, Ventilation And Air Conditioning Works	2017

However, the specification of CPWD conforming to the adopted DSR/SOR of CIL/Subsidiary shall be adopted.

*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.)

However, the specification of MORTH conforming to the adopted SOR of CIL/Subsidiary may be adopted.

** The Technical guidelines issued by CIL/ Subsidiary with approval of D(T) of CIL/ Subsidiary shall also to be followed.

*Delete if not applicable



10. INFORMATION ON EXAMINATION BY CHIEF TECHNICAL EXAMINER'S ORGANIZATION.

10.00 Functions

The Chief Technical Examiner's (CTE) Organization is the technical wing of the Central Vigilance Commission. The CTE's organization conducts inspection of works of PSUs from the vigilance angle on its own or on a complaint being received by / referred to them. The inspections can be carried out by them for works of any magnitude, both in respect of original and repair works.

10.01 Inspection by CTE.

i) Intimation regarding the inspection / examination of works by the CTE is sent to Vigilance department. Such intimations are referred to GM, HoD(Civil). In order to enable the inspection to be carried out properly, various documents relevant to the work are generally asked for by the CTE to be kept ready at site. This list is not exhaustive / comprehensive. Any other record considered relevant for inspection can be called for by them.

ii) The inspection reports are sent by CTE to the GM, HoD(Civil) to which the concerned Engineer Incharge shall reply through office of GM, HoD(Civil) within the period mentioned in the letter. Matters dealt by higher officers are to be replied by appropriate authority through GM, HoD(Civil).

10.02 Recoveries of Over Payments Pointed out by CTE.

i) Normally the recoveries of overpayments pointed out by CTE should be made within a period of three months from the date of issue of memorandum by CTE. The overpayments arising out of the defects pointed out by the CTE should be promptly assessed and accepted by Divisional Officer whenever agreed to, and the recoveries effected from the money due to the contractor either from R/A bills or from Security or from any other work.

ii) In no case, action to recover the overpayments should be kept pending.

i) Although the inspection of CTE is a part of the contract, yet the CTE is not a party to the contract. No reference should be made to his inspection / examination of works in any correspondence made with the contractor. Notice for rectification of defects, recoveries etc. shall be issued by the engineer Incharge who is a party to the contract.

11.0 Guidelines on Debarment of firms from Bidding

"The Guidelines on Debarment of firms from Bidding" shall be as provided in e-procurement guidelines for Works and Services.

12. Estimate including GST

The approval of estimate shall be obtained including all taxes along with maximum Goods and Services Tax (GST) and the same shall be put to tender.

13. Definition of Tender Accepting Authority (TAA)/ Awarding Authority

The definition of Tender Accepting Authority (TAA)/ Awarding Authority shall be as follows–

'Tender Accepting Authority (TAA)/ Awarding Authority' shall mean the management of the Company and includes an authorized representative of the Company or any other person or body of persons empowered in this behalf by the Company to approve the Tender.

Tender Accepting Authority (TAA)/ Awarding Authority at any time after the award of tender till the finalization of contract shall be construed as the authority as per current prevalent DoP of CIL/ Subsidiary.

14. Annual Work Plan

CIL/Subsidiary shall prepare a perspective plan (i.e. Annual Work Plan) for undertaking different types of works. There shall also be a provision for periodic review of the plan for making modifications, if any.

15. Incentives/ Bonus

Provision of incentives for completion of work before schedule should be sparingly made after careful assessment of tangible benefits therefrom and disclosed in the tender documents in clear monetary terms with approval of Estimate Approving Authority.

Incentives/ Bonus of one percent of the contract value per month subject to a maximum of five percent of contract value, for early completion be built into the contract very judiciously. To avail the incentive clause, it shall be mandatory on the part of the contractor to report the actual date of completion to the concerned Engineer-in-charge. The Engineer-in-charge shall report the actual date of completion of the works as soon as possible so that the report is received within seven days of such completion by the concerned CA. The completion of work shall mean here satisfactory completion of work without any defects to the satisfaction of EIC. The payment of incentives/ bonus shall be done after the completion of defect liability period (DLP).

This clause shall be applicable for Original Works (valuing not less than Rs.10 crore including GST) only.

16. Commissioning and Documentation:

1. When the work has been executed, the assets created shall be commissioned. CIL/Subsidiary shall carry out detailed inspection of the commissioned project to ensure that no deficiencies are there before taking over. "As built" drawings of the work shall be got prepared through the contractor or otherwise to facilitate proper maintenance of the assets, additions to the assets at subsequent dates etc.
2. The Contractor/ PWO/ PSU would be responsible for obtaining Completion/ Occupancy Certificates/ Clearances and No-Objection-Certificates (NOCs), if applicable, from the local civic authorities, for completed Work and Facilities before handing over the same to 'Procuring Entity' for putting them to functional use.
3. Before the completed work is taken over by CIL/Subsidiary, it must ensure that the Contractor restores to original status - the auxiliary services/ facilities (Roads, Sewerage, utilities, including removal of garbage and debris) affected during the construction process.
4. The Contractor/ PWO/ PSU shall hand over to CIL/Subsidiary the completed Work including all Services and Facilities constructed in accordance with the Approved Plans, Specifications fulfilling all agreed techno-functional requirements along with Inventory, As built - Drawings, Maintenance Manual/ Standard Operating Procedure (SOP) for Equipments and Plants, all clearances /Certificates from Statutory Authorities, Local Bodies etc. as directed by EIC.
5. For major civil projects, on completion of the work, a Project Completion Report (PCR) shall be submitted by The Contractor duly bringing out the Final Project Completion Cost, Total Time period taken to complete the work and also completed Project Components as against the approved Cost, Time and Project Components. The PCR shall be submitted along with Final Project Accounts within one month of settlement of final bills of the contractors/ other agencies deployed on the work.
(To be indicated in the tender document specifically on case to case basis.)

APPENDICES

LIST OF APPENDICES (Sample Formats for guidance)

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Note: Some of the formats are provided in Guidelines for e-Procurement of Works and Services, the same may be referred.



DETAILS OF MEASUREMENTS

Name of Work:

SI No.	Details of Work	Measurements			Quantities
		L	B	H	

(Sr. Manager(C)/Manager(C)/ Dy. Manager(C)

(Sr. Officer(C) / Asstt. Manager(C)



ABSTRACT OF ORIGINAL AND DEVIATION / REVISED ESTIMATE WITH EXPLANATIONS DIFFERENCES IN QUANTITIES AND RATES.

Company:

Head Quarter / Area / Project / Unit

Name of Work:

Item No.	Sub-head and Items of work	Original Estimate				Revised Estimate				Difference	Explanation
		Qty	Rate	Unit	Amt	Qty	Rate	Unit	Amt.		
1	2	3	4	5	6	7	8	9	10	11	12

STANDARD SCHEDULE OF CONTRACT PERIODS FOR BUILDING WORKS.

Sl.No.	Number of Storeys	Time Period(Months)
1	Upto 4 Storeys	8 to 12
2	Beyond 4 and Upto 6 Storeys	12 to 15
3	Beyond 6 Storeys	16 to 21

NOTE: Basement may be treated equivalent to one storey.

NOTE:

- 1) This schedule is to serve as a general guideline for fixing contract periods for building work under normal conditions, in company Hqrs. like Kolkata, Dhanbad, Ranchi, Bilaspur etc. or any other places where the building trade is well organized. For small and out of the way places in coalfields where normal facilities for construction of buildings may be lacking, contract periods should be fixed suitably after taking into consideration the total conditions. For works other than building works completion time schedule may be computed based on the above guidelines and other guiding factors based on experience and value of work
- 2) When the contract period runs through monsoons, extra period may be allowed for the same on the assumption that progress during monsoons is about half of the progress in fair weather. For example in Delhi where the monsoons last for about 2 months, 1 month may be added, and in places like Kolkata and Bombay where monsoons last for four months, two months, 1 month may be added, and in places like Kolkata and Bombay where monsoons last for four months, two months may be added.
- 3) Where a basement is to be provided, an extra period of 1 to 2 months may be added depending on the extent of basement and depth of sub-soil water table.
- 4) Extra period may be allowed for works having special features such as (i) domes, Shells and coffered roofs (ii) extensive stone work, stone veneering and sculpturing and (iii) special finishes and architectural feature.
- 5) In case of work consisting of a number of small units, such as a group of residential quarters, scattered over a large area, an extra period of 1 to 3 months may be allowed depending on the number of units and their disposition.
- 6) When work is to be executed in congested areas and on small sites, the period may be suitably increased because of difficulties in storage of building materials.



FORMAT FOR CONTRACTORS BILL FOR CIVIL ENGINEERING WORKS.

..... Coalfields Ltd.

UNIT.

ORIGINAL/DUPLICATE.

- 1. On A/c. or final :
- 2. Name of Work :
- 3. Estimate No. of work :
- 4. Agreement/Work Order No.& Date. :
- 5. Name of Contractor :
- 6. Date of Commencement of the Work :
- 7. Date of completion of the work as per Agreement/Work Order:
- 8. Extension of time granted, if any, with reference to the order :
- 9. Actual Date of completion of the work :
- 10. Claims for work done from..... to.....

Description of Work	QUANTITIES OF WORK			Rate & Unit	AMOUNTS			Remarks
	Paid for as per last bill	Since last bill	Up to date		Paid as per last bill	Since last bill	Total upto date	
1	2	3	4	5	6	7	8	9
TOTAL								

Deduct amount of previous Bill : -----
 Gross amount of this Bill : -----

Dated Signature of Contractor

Certified that the foregoing claims are correct and have been ascertained by actual measurement by

Sri..... on..... And recorded at page..... if Measurement Book No..... and that no contractor's measurement has been accepted and that the work has been satisfactorily performed.

MEASUREMENT ACCEPTED

Signature of Manager/Dy. Manager(C) Asstt. Manager/Sr. Officer(Civil) Subordinate Engg.

Contractor Engg. Asst.(Civil)

/Sr. Overseer@/Overseer@



Recording measurement

Received the sum of Rupees..... As per foregoing details

Rs.

Witness

STAMP

Contractor

Certified that there are no claims outstanding against the Contractor for this work of on a/c. of materials supply, House Rent, Water Charges, Electric Energy supply etc.

Manager/Dy. Manager(C) Asstt. Manager/Sr. Officer(Civil) Subordinate Engg./Engg. Asst.(Civil)

/Sr. Overseer©/Overseer©

Certified that I have no claims outstanding against the Department for this work and the claim preferred through this bill is in full and final settlement of my claim (*to be filled in case of final bills)

Contractor.



Head of Accounts	Amounts
Debits	
TOTAL DEBITS	
CREDIT	
Security Deposit	
Value of Stores	
(As per details attached)	
other recoveries	
(details attached)	
TOTAL CREDIT	
Net amount of the bill	-----

Certified for payment of Rs.(Rupees

Chief Manager(Civil) / Sr. Manager(Civil)

Bill duly checked, audited and passed for payment of Rs..... (Rupees) only and necessary deductions have made

Designated Accounts Officer (CE Bills)



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

To

.....
.....

Re: Bank guarantee in respect of contract No.....

Dated..... between (Name of the)

And (Name of the contractor)

WHEREAS

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

It has been agreed that the Contractor shall furnish a Bank Guarantee from a Schedule commercial bank (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks) for a sum of Rs..... as security for release of equivalent amount of Retention Money/Bid Security as per terms and conditions of the said contract.

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

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

The Bank do hereby irrevocably guarantees and unconditionally agree with the Company that if the contractor shall in any way fail to observe or perform the terms and conditions of the said contract or shall commit any breach of its obligation 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 Rs..... or such lesser amount of the said sum of Rs..... as may be due to the company and as the company may demand.

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

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

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

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

* the date of guarantee shall cover a minimum period of one year or suitable period i.e. 90 days beyond the defect liability period whichever is more. Defect liability period shall be derived based on provisions of contract.

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 Shri who has signed it on behalf of the Bank has authority to do so.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code number)

(address)

“The Bank Guarantee as referred above shall be operative at our branch at..... payable at.....
(NIT shall specify town/city of the operative Branch. Bank Guarantee shall specify name of the branch with address of the specified town/city)”

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



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 Commercial bank (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks) 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 ofand interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Contractor and discharged the guarantee.



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

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code number)

(address)

"The Bank Guarantee as referred above shall be operative at our branch at..... 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
10, Netaji Subhas Road,, Calcutta
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 commercial Bank (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks), We Bank (hereinafter referred to as the said Bank) hiving it is 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.



SAMPLE GUARANTEE BOND

This agreement made this..... day of two thousand between M/s..... (hereinafter called the Guarantor of the one part) and the other Ltd. (Name of the Subsidiary the other part).

Whereas this agreement is supplementary the contract (hereinafter called the contract) dated..... made between the Guarantor of the one part and subsidiary the other part, whereby the contractor, inter alia, undertook to render the buildings and structures in the said contract recited, completely..... (termite proof / leak proof etc.).

Whereas the Guarantor agreed to give a guarantee to the effect that the said structure will remain (termite proof / leak proof etc.) for years to be reckoned from the date after the maintenance period / completion period prescribed in the contract expires.

During this period of guarantee the Guarantor shall make good all defects and for that matter, shall replace at his risk and cost such wooden members as may be damaged by termites, and in case of any other defect being found he shall render the building termite proof at his cost to the satisfaction of the Engineer In charge, and shall commence the works of such rectification within 7(seven)days from the date of issuing notice from the Engineer In charge calling upon him to rectify the defects, failing which the work shall be got done by the department by some other contractor at the Guarantor's cost and risk, and in the latter case the decision of the Engineer In-charge as to the cost recoverable from the Guarantor shall be final and binding.

That if the Guarantor fails to execute the (*anti-termite* treatment / leak proof treatment etc.) or commits breaches hereunder then the Guarantor will indemnify 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 supplemental agreement. As to the amount of loss and / or damage and / or cost incurred by the subsidiary, 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 obligator and by for and on behalf of the Ltd. (Subsidiary) on the day, month and year first above written.

Signed, sealed and delivered by Obligator in the presence of –

- 1)
- 2)

Signed for and on behalf of the subsidiary by In the presence of –

- 1)
- 2)



SAMPLE FORM FOR SITE ORDERS BOOK / HINDRANCE REGISTER.

Name of Work:

Date of Commencement:

Period of Completion:

Sl. No.	Remarks of the Inspecting Officer or contractor.	Action Taken and by whom	Remarks
1	2	3	4

GENERAL GUIDELINES FOR FIXING REQUIREMENT OF MANPOWER.

- a. Head Quarter shall have GM, HoD(Civil) supported by adequate number of GM(Civil) / Chief Manager(Civil) to independently handle Execution Cell (supervised at Head Quarter), Tender Cell, Quality Control Cell and Maintenance Cell. These officers shall have adequate supporting Executives.
- b. Areas shall have Executives of the level of one Chief Manager(Civil) supported by adequate Sr. Manager(Civil) / Manager(Civil) / Dy. Manager(Civil) along with Subordinate Engineers(Civil) / Engg. Asstt.(Civil)
- c. There shall be at least one Sr. Officer(Civil) / Asstt. Manager(Civil) at Unit Level supported by adequate Subordinate Engineer(Civil) / Engg. Asstt.(Civil) / Sr. Overseer(Civil) / Overseer (Civil)

Sl. No.	Value of Work (Annual)	Manpower Requirement
1	Value of work more than Rs.10 Crores (Capital) / Rs. 3 Crores (Revenue)	One Engineer of the level of E-5 / E-6 and one Engineer of the level of E-4 / E-5 and one Engineer of the level of E-2 / E-3 and supported by adequate Subordinate Engineer(C) /Engg. Asstt.(C).
2	Value of work Rs.5 Crores to Rs.10 Crores (Capital) / Rs. 1.5 Crores to Rs.3 Crores (Revenue)	One Engineer of the level of E-4 / E-5 and one Engineer of the level of E-2 / E-3 and supported by adequate Subordinate Engineer(C) /Engg. Asstt.(C).
3	Upto Rs.5 Crores (Capital) / Rs. 1.5 Crores (Revenue)	One Engineer of the level of E-4 and one Engineer of the level of E-2 / E-3 and supported by adequate Subordinate Engineer(C) /Engg. Asstt.(C).

Note: Bidders may be asked to provide following manpower

Sl.No.	Value of Work	Manpower Requirement
1.	More than 10 Crores	One Resident Engineer (Degree Holder), Two Engineers (Diploma Holder)
2.	5 Crores to 10 Crores	One Resident Engineer (Diploma Holder), One Engineer (Diploma Holder)
3.	1 Crores to 5 Crores	One Resident Engineer (Graduate/ Diploma Holder)

**PROFORMA OF
INDENTURE FOR SECURED ADVANCE OR CREDIT**

THIS INDENTURE made this day of between..... (hereinafter called the contractor) which expression shall where the Context as admits or implies be deemed to include his executor / administrators and assign of the one part andCoalfields, having its registered office at..... (hereinafter called the Engineer) which expression shall where the context so admits or implies be deemed to include its successors and assign of the other part.

Whereas by an agreement dated (hereinafter called the said agreement), the contractor has agreed to construct.....

And whereas the Contractor has applied to the Engineer that he may be or be given credited for materials brought by him to the site of the work subject to the said agreement for use in construction of the work.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs..... (Rupees only) paid to the contractor by the Engineer. The receipt where the Contractor hereby acknowledges and of such advance or credited (if any) as may be made to him as aforesaid the Contractor hereby covenants and agrees with the Engineer and declares as follows:-

1. That all sums given as advance or credit by the Engineer to the Contractor as aforesaid shall be employed by the Constructor in or toward the execution of he said works and for no other purpose whatsoever.
2. That the material for which the advance or credit is given are offered to and accepted by the Engineer as security and are absolutely the Contractor's own property and free from encumbrances of any kind the Contractor will not make any application for or receives further advance or credit on the security or material which are not absolutely his own property and free from encumbrances of any kind and the Contractor shall indemnify the Engineer against any claims to any material in respect of which advance or credit has been made to him as aforesaid.
3. That the said material and all other material on the security of which any further advance or advances or credit may be given as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the direction of the Engineer and in terms of said agreement.
4. That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper safe custody and protection against all risks of the said material and that until used in the construction as aforesaid the material shall remain at the site of the said works in Contractor's custody and on his responsibility and shall at all times be open to inspection by the Engineer. In the events of the materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in greater degree than in due to reasonable use and wear thereof the Contractor will replace the same with other materials of like quality of repair and make good the same as required by the Engineer.
5. The said material shall not on any account be removed from the site of work expect with the written permission of the Engineer.
6. That the advance shall be repayable in full when or before Contractor receives payment from the Engineer of the price payable to him for the said work under the term and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done then on the occasion of each payment the Engineer will be at liberty to make a recovery from the Contractor's bill from such payments by deducting there from the value of the said materials than actually used in the contraction and in respect of which recovery has not been made previously. The value of this purpose being determined in respect of each description of materials at the rates at which the amounts of the advance as made under these presents was calculated.



7. That the Contractor shall at any time make at any default in the performance of observance in respect of any of the terms and provisions of the said agreement or of that provisions the total amount of the advance or advances that may still be owing to the Engineer, shall immediately on the happening of such default be repayable by the Contractor to the Engineer together with interest thereon at 12% p.a. from the date of respective dated to such advance or advances to the date of payment and with all costs. Damages and expenses incurred by the Engineer in or for recovery hereof or the Contractor hereby covenants and agrees with the Engineer to repay and pay the same respective to him accordingly.
8. That the Contractor hereby charges all the said materials with the repayment to the Engineer of all sums advances or credit as aforesaid and all costs. Charges, damages and expenses payable under these presents PROVIDED ALWAYS it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and wherever the covenant for payment and repayment herein before contained shall be become enforceable and the money owing shall not be paid in accordance therewith. The Engineer may at any time thereafter adopt all or any of the following courses he may deem best:-
 - b. Seize the utilize the said material or any part thereof in the completion of the said works in accordance with the provision in that behalf contained in the said agreement debating the Contractor with the actual cost of effecting such completion and the amount due in respect of advance or credit under these presents and crediting the Contractor with value of work done as if he has carried it out in accordance with the said agreement and the rates thereby provided if the balance is against the Contractor is to pay the same to the Engineer on demand.
 - c. Remove and sell by public action the seized materials or any part thereof and out of the money arising from the sale repay the Engineer under these presents and pay over the surplus (if any) to the Contractor.
 - d. Deduct all or any part of the moneys owing from any sums due to the contractor under said agreement.
9. Except in the event of such default on the part of contractor as aforesaid, interest or the said advance shall not be payable.
10. That in the event of conflict between the provisions of these presents and the said agreements, the provision of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents, the settlement of which has not been hereinbefore expressly provided for the same shall so far as is lawful be subject to jurisdiction of Delhi courts only.

IN WITNESS whereof the said the Engineer and the Contractor hereunto set their respective hands and seals the day year first above written.

Signed, Sealed and delivered by

Contractor

The Engineers.



PROFORMA OF JOINT VENTURE AGREEMENT

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

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

AMONGST/BETWEEN

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

AND

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

AND

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

The expressions M/sand M/s.....and M/sshall, 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.

<u>JV Partner</u>	<u>Name</u>	<u>Position in the respective Company</u>
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.

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

5) JOINT AND SEVERAL LIABILITIES.

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

6) WORKING CAPITAL

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

7) BID SECURITY:

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

8) PERSONNEL & EQUIPMENT

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

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

- a) As between themselves, each Party shall be fully responsible for the fulfillment of all obligations arising out of its scope of the work for the Project to be clarified subject to the Agreement between the Parties and shall hold harmless and indemnified against any damage arising from its default or non-fulfillment of such obligations.
- b) If any Party fails to perform its obligations described in this Agreement during the execution of the Project and to cure such breach within the period designated by the non-defaulting party, then the other party shall have the right to take up work, the interest and responsibilities of the defaulting party at the cost of the defaulting party.
- c) Stepping into the shoes of the existing partner of Joint Venture with all the liabilities of the existing partner from the beginning of the contract with the prior approval of CIL/Subsidiary.
- 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

For.....

Signature _____
(Name & Address)

Signature _____
(Name & Address)

(Official Seal)

(Official Seal)

Place

Place.....

Date

Date

Witness
Signature

Witness
Signature

(Name & Address)

(Name & Address)



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:

Table with columns for Bank Name, Branch Name, Branch Place, Branch City, Pin Code, Branch Code, MICR No., RTGS CODE, Account Type (Savings, Current, Cash Credit), and Account Number.

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 NEFT/ RTGS transfer. I agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank for such e-transfer shall be borne by us.

Place :

Date:

Signature of the Party / Authorised Signatory

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

Banker's Stamp

Date

Signature of the Authorised official from the Bank



INVITATION AND DECLARATION FOR NEGOTIATIONS.

(Refer Para 5.6.6 (iv) (c))

Invitation for Negotiations

(On letterhead of the procuring entity)

No: _____ Dt: _____

To M/ s _____ Registered A/ D
Sub: Tender No ----- opened on -----for the supply of -----

Dear Sir,

The rates quoted in your tender are considered high. You are therefore, requested to come for negotiations of rates, on..... (date) at..... (time) at..... (venue).

You should, however, come for negotiations only in case you are prepared to furnish before such date the declaration appended herewith.

A copy of the form in which you may submit your revised offer after negotiations is enclosed.

Yours faithfully,

Enclosure:

(Authorised Officer)

- (1) Form of Declaration
- (2) Form of Revised Offer

FORM OF DECLARATION

(To be signed and submitted before start of negotiations)

(On company letterhead)

No: _____ Dt: _____

To _____
Sub: Tender No ----- Opened on -----for the supply of -----

Ref: Your invitation for negotiations No: dated:

Dear Sir,

I _____ duly authorised on behalf of M/ s. _____ do declare that in the event of failure of the contemplated negotiations relating to Tender No. _____ opened on _____ my original tender shall remain open for acceptance on its original terms and conditions.

Yours faithfully,

Place: _____

Date: _____

Signatures of bidder, or officer authorised to sign the bid documents on behalf of the bidder



FORMAT OF REVISED OFFER IN NEGOTIATIONS.

(Refer Para 5.6.6(iv) (d))
Revised Offer in Negotiations
(On company letterhead)

From.....

Full address.....

To

Sir,

Sub: Tender No ----- opened on -----for the supply of -----

Ref: Your invitation for negotiations no: dated:

1. On further discussions with your representatives onin response to your letter no dated

We are not prepared to reduce the rates already quoted in the original tender, which will remain valid up to.....

Or

1. I/ we reduce my/ our rates as shown in the enclosed schedule of items.

2. I/ we am/ are aware that the provisions of the original bidding document remain valid and binding on me.

3. I/ we undertake to execute the contract as per following Schedule.....

4. I/ we agree to abide by this tender on the revised rate quoted by me/ us, it is open for acceptance for a period of 120/ 180 days from this date, *i. e.*, up to and in default of my/ our doing so, I/ we will forfeit the earnest money deposited with the original tender/ attached herewith. Eligibility as valid tenderers shall be deemed to be the consideration for the said forfeiture.

Yours faithfully,

Signatures of bidder or
Officer authorised to sign the bid
documents on behalf of the bidder

PART - II

(SAMPLE DOCUMENTS)

**STANDARD TENDER DOCUMENT FOR ESTIMATED COST PUT TO TENDER OF LESS THAN Rs 50 LAKHS**

Letter Head of CIL/ Subsidiary as the case may be

NIT संख्या.:

दिनांक:

निविदा सूचना
Notice Inviting Tender

1. Tenders are invited on-line under single cover 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.)	Earnest Money (In Rs.)	Period of Completion (In Days)
			1.25% of the Estimated Cost of work put to tender, rounded off to next hundred subject to maximum of Rs.50 lacs.	

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

Tender inviting authority	Contact Person(s)/Tender Dealing Officer(s)

2. Time Schedule of Tender:

Sl. No	Particulars	Date	Time
a.	Tender e-Publication date		
b.	Document download start date		
c.	Document download end date		
d.	Bid Submission start date		
e.	Bid submission end date		
f.	Start date for seeking Clarification on-line		
g.	Last date for seeking Clarification on-line		
h.	Date of Pre-bid meeting (if any)		
i.	Bid Opening date		

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

3. Earnest Money Deposit(EMD):

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

- 3.1 In Online mode the bidder can make payment of EMD either through **NET-BANKING** from designated Bank(s) or through **NEFT/RTGS** from any scheduled Bank(s).

NET-BANKING: In case of payment through net-banking the money will be immediately transferred to CIL/ Subsidiary's designated Account.

NEFT/RTGS: In case of payment through NEFT/RTGS from any scheduled bank(s), the bidder will have to make payment as per the Challan(s) generated by system on e-Procurement portal. The payment of EMD through NEFT/RTGS mode should be made well ahead of time to ensure that the EMD amount is transferred to CIL/ Subsidiary account before submission of bid.

3.1.1 The Bidder will be allowed to submit his/her/their bid only when the EMD is successfully received in CIL/ Subsidiary's designated account and the information flows from Bank to e-Procurement system.

3.1.2 In online payment of EMD, if the payment is made by the bidder within the last date and time of bid submission but not received by CIL/ Subsidiary within the specified period due to any reason(s) whatsoever then the bid will not be accepted. However, the EMD will be refunded back to the bidder.

3.1.3 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).

In case of exemption of EMD, the scanned copy of document 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.

- 3.2 If the L1 bidder defaults in satisfying Techno-commercial criteria, full EMD will be forfeited.

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, any legal entity 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. Joint Venture is not allowed to participate in the tender.

8. Eligibility Criteria:

A. 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.

Scanned copy of documents to be uploaded by bidders (BIDDER SPACE/ MY DOCUMENT):

PAN CARD of the bidder

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

ii) 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/ My Document.

Document as per 9(a)(iii) below.

C. Purchase Preference under 'Make in India' Policy for "Local supplier" (NOT APPLICABLE WHERE ESTIMATED COST PUT TO TENDER IS LESS THAN 5 LAKHS.)

Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time 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 equal to or 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 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:-

All the Bidders at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items in Undertaking format at Annexure-..... They shall also give details of the location(s) at which the local value addition is made, if applicable.

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

- I. In the procurement of works which are divisible in nature, the following procedure shall be followed: -
 - 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. In the procurement of works which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed: -
 - 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.

III. Applicability in tenders where contract is to be awarded to multiple bidders-(Delete if not necessary)

In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of the Order.
- c) If 'Class I Local suppliers' qualify for award of contract for at least 50 (fifty) percent of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50 (fifty) percent of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within margin of purchase preference of the L1 bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50 (fifty) percent of the tendered quantity.
- d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within margin of purchase preference, and so on.
- e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

IV. Requirement for specification in advance: The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

V. Verification of local content:

- a) If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items. They shall also give details of the location(s) at which the local value addition is made, if applicable.
- b) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate with UDIN from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c) Decisions on complaints relating to implementation of this Order, 2020 (amended from time to time) shall be taken by TAA limited to the CMD of CIL/Subsidiaries to the procuring entity.
- d) CIL/Subsidiary may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.

- e) False declarations will be debarred of the bidder or its successors for a period up to two years as per Guidelines on debarment of firms from bidding along with such other action as may be permissible under law.
- f) A supplier who has been debarred by any procuring entity for violation of the Order shall not be eligible for preference under the Order for procurement by any other procuring entity for the duration of the 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, in the manner prescribed below.
- g) The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of the Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

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

- 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.
- 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.
- Procurements where the estimated value is less than Rs. 5 lakhs, shall be exempted from the Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

VI. Reciprocity Clause

1. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GEM for *appropriate reciprocal action*.
2. Entities of countries which have been identified by the nodal ministry/departments not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India (including CIL and its Subsidiaries) for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
3. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

VII. Manufacture under license/ technology collaboration agreements with phased indigenization

- a) While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.
- b) In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. CIL/Subsidiary while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. CIL/ Subsidiary shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

Note (Not to be part of Tender Document):

- 1. The experience criteria for Safety and Production related Works may be decided by Subsidiary for estimated value of tender below Rs.50 lacs, as communicated vide letter no. CIL/GM(CMC)/2020/896 dt.22.05.2020.
- 2. For PAP and other preferential bidders (if any), as per guidelines prevailing in the Subsidiary; suitable modifications in the standard NIT may be made at Subsidiary level.

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 etc. and Annexure I (Letter of Bid). No recycling will be done for this document i.e. no further clarification will be sought from bidder.

Moreover, the following documents shall be considered from the Bidder's space/ My Document and no recycling will be done for these documents i.e. no further clarification will be sought from bidder -

S No	Document	Scanned copy of documents uploaded by bidder in Bidder's space/ My Document
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1	2	3
1	Permanent Account Number (Ref. Clause No.8(A) of NIT)	PAN card issued by Income Tax department, Govt. of India
2	Goods and Services Tax (GST) Status of Bidder (Ref. Clause No.8(B) of NIT and BOQ)	<p>The following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ sheet:</p> <p>a) Status: <u>GST Registered Bidder under regular scheme</u></p> <p>Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.</p> <p>b) Status: <u>GST Registered Bidder under composition scheme</u></p> <p>Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.</p> <p>c) Status: GST unregistered bidder:</p> <p>Document: Document: A Certificate having UDIN from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder in compliance with the relevant GST rules of India.</p> <p>Note: i) If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST registration as per GST Act and rules.</p>
3	Legal Status of the bidder	<p>Any one of the following document :</p> <ol style="list-style-type: none"> 1. Affidavit or any other document to prove proprietorship/Individual status of the bidder. 2. Partnership deed containing name of partners. 3. Memorandum & Article of Association with certificate of incorporation containing name of bidder.

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. No recycling will be done for these documents i.e. no further clarification will be sought from bidder -

S No	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	Digital Signature Certificate (DSC)	<p>If the bidder himself is the DSC holder bidding on-line then no document is required.</p> <p>However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder</p>
2	Undertaking by bidder on his/her/their Letter Head as per Annexure-_____ .	<p>Undertaking regarding relatives as employees of company, Arbitration clause (in case of partnership firm), Local supplier status of the Bidder as per clause 8C of NIT, declaration w.r.t Make in India order dated 16.09.2020, Code of Integrity for Public Procurement (CIPP) and compliance w.r.t procurement from bidder of a country which shares a border with India etc.</p>

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

c. **Letter of Bid(LoB):** The format of Letter of Bid is given at Annexure I of Tender document. This will be the covering letter of the bidder for his submitted bid. The bidders have to accept unconditionally the Letter of Bid in GTE (General Technical Evaluation) at the time of bid submission. This online acceptance during bidding through GTE shall be construed as submission of LOB by bidder.

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-I. 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.B 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 Bid:

Tender will be decrypted and opened online by the "Bid Openers" with their Digital Signature Certificates on/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 either automatically rejected by the system or shown as non-complied bid which shall be rejected by the evaluator.

12.3 All the documents uploaded by L1 bidder including EMD exemption documents (if any) and the Evaluation sheets generated by the system online shall be downloaded after opening of bid.

13. Tender Evaluation:

- a. After opening of bid, the documents submitted by L-1 bidder 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 L1 bidder online. If the L-1 bidder complies with the eligibility requirement as per NIT, then the bidder will be considered eligible for award of contract.
- b. In case the L-1 bidder fails to comply the eligibility requirement as per NIT, then his bid shall be rejected and EMD of L-1 bidder will be forfeited. The tender shall be cancelled and retendered.
- c. No recycle of the confirmatory documents will be done.
- d. The tender will be evaluated on the basis of documents uploaded by L-1 bidder online. The L-1 bidder is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
- e. In case the L1 bidder is technically eligible but rejection is due to high rate quoted by him/her then the tender shall be cancelled and retendered.

- f. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents.
- g. If L1 bidder backs out (i.e. Techno commercially established L1 bidder), the EMD will be forfeited and the bidder will be debarred for minimum one (1) year from participating in tenders in CIL/Subsidiary.
- h. **Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall be applicable. (NOT APPLICABLE WHERE ESTIMATED COST PUT TO TENDER IS LESS THAN 5 LAKHS.)**

In terms with the above said policy, Class-I local suppliers and Class-II local suppliers shall be eligible to bid. Non-local supplier is not eligible to bid. The purchase preference shall be given to Class-I local supplier only.

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

- I. In the procurement of works which are divisible in nature, the following procedure shall be followed :-
 - 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. In the procurement of works which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:-
 - 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) All the Bidders at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items. They shall also give details of the location(s) at which the local value addition is made, if applicable.
- ii) 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.
- iii) False declarations will attract Guidelines on Debarment of firms from Bidding for a period up to two year and with process in line with clause 20 of GTC.
- iv) 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.

i. Procurement from Micro and Small Enterprises (MSEs) (APPLICABLE FOR TENDERS FOR SERVICES)

- 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, in case the L1 is other than MSE. If MSE is a L1 bidder, full work will be awarded to such bidder. 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) Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy.

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

ix) 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 debarred for a minimum period of 1(One) year in line with provisions of Guidelines on Debarment of firms from Bidding.

x) If a bidder participates as a joint Venture (JV), the benefits as per Public Procurement Policy for MSEs Order-2012 shall not be applicable to them (Note: Applicable for Tenders for Services).

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 EMD.
- 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:

15.1 Each Bidder shall submit only one Bid, either individually, or as a proprietor, or as a partner in a partnership firm or as a partner in a joint venture or as a Company registered under Companies Act. A Bidder who submits or participates in more than one Bid (other than as a 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.

16. Refund of EMD:

- a) If EMD is paid by the bidder in online mode (Direct Debit/NEFT/RTGS) then the EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the cases where EMD is to be forfeited).
- b) No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.
- c) If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason then it will be paid through conventional system of e-payment. For this purpose, if required, Tender Inviting Authority will obtain the Mandate Form from the Bidder.
- d) In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.
- e) If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender.
- f) At the option of bidder, the EMD of successful bidder (on Award of Contract) will be retained by CIL/ Subsidiary and will be adjusted to Performance Security Deposit.

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 its 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.

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.

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/ Subsidiary 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 forfeiture of the Earnest Money. In addition, the department may debar the bidder from participating in future bids for at least 12 months as per Guidelines on Debarment of firms



from Bidding.

27. Bid Validity:

The validity period of the tenders shall be 120(One Hundred Twenty) days from the end date of bid submission.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders (all the responsive tenderers) 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 online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many times as he may wish.

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

1. the EMD will be forfeited and
2. the bidder will be debarred for minimum 1(One) year from participating in tenders in CIL/Subsidiary.

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:

In case of above, a letter will be issued to the bidder by Tender Inviting Authority with the approval of Tender Accepting Authority (in case Board is Tender Accepting Authority then with the approval of CMD), stating that the EMD of bidder is forfeited, and this bidder is debarred for.....year from participating in tenders in CIL/Subsidiary. This letter will be circulated to all Areas and CIL/Subsidiary HQ and the updated list will be maintained by all Tender Inviting Authority/Evaluators.

Penal action against clauses above will be enforced from the date of issue of such order.

iii) The standard operating procedure to handle withdrawal of bid after end date of submission is shall be as per Clause no 29 (Standard Operating Procedure for Withdrawal of Bid) of NIT.

. 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 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 (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 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.

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 the 'General Terms and Conditions' of 'Conditions of Contract'.

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 total value of subcontracted work should not exceed 25% of the contract price specified in the contract. Procurement of material, hiring of equipment or engagement of labour will not mean sub-contracting.

If a contractor submits his bid qualifies but does not get the contract because of his being not the lowest, he will be prohibited from working as a sub-contractor for the contractor who is executing the contract.

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. 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:

The guidelines as per order no.F.No.6/18/2019-PPD dt 23/7/2020 of Ministry of Finance, Gol as amended from time to time shall be applicable.

- 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 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" for the purpose of order F.No. 6/18/2019-PPD dated 23.07.2020 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:

1. (a) The intending bidders must submit a certificate in the Undertaking at **Annexure _____** in compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 and as amended from time to time of Ministry of Finance, Gol.

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. Guidelines issued by Gol regarding registration with Competent Authority and regarding exclusion from restriction may please be referred.

39. Code of Integrity for Public Procurement (CIPP)

The bidders/ contractors are required to abide the Code of Integrity for Public Procurement (CIPP) as given in the tender document at **Annexure**

40. Any corrigendum/date extension etc. in respect of above tender shall be issued in website <https://coalindiatenders.nic.in> only. No separate notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.

Tender Inviting Authority

**STANDARD TENDER DOCUMENT FOR ESTIMATED VALUE PUT TO TENDER OF Rs. 50 LAKHS & ABOVE**

Letter Head of CIL/ Subsidiary as the case may be

NIT संख्या.:

दिनांक:

निविदा सूचना
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.)	Earnest Money (In Rs.)	Period of Completion (In Days)
			1.25% of estimated value of work put to tender, rounded off to next hundred subject to maximum of Rs.50 lacs.	

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

Tender inviting authority	Contact Person(s)/Tender Dealing Officer(s)

2. Time Schedule of Tender:

Sl. No	Particulars	Date	Time
a.	Tender e-Publication date		
b.	Document download start date		
c.	Document download end date		
d.	Bid Submission start date		
e.	Bid submission end date		
f.	Start date for seeking Clarification on-line		
g.	Last date for seeking Clarification on-line		
h.	Date of Pre-bid meeting (if any)		
i.	Technical Bid (Cover I) opening date		
j.	Price Bid (Cover II) opening date		

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

3. Earnest Money Deposit(EMD):

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

- 3.1 In Online mode the bidder can make payment of EMD either through **NET-BANKING** from designated Bank(s) or through **NEFT/RTGS** from any scheduled Bank(s).

NET-BANKING: In case of payment through net-banking the money will be immediately transferred to CIL/ Subsidiary's designated Account.

NEFT/RTGS: In case of payment through NEFT/RTGS from any scheduled bank(s), the bidder will have to make payment as per the Challan(s) generated by system on e-Procurement portal. The payment of EMD through NEFT/RTGS mode should be made well ahead of time to ensure that the EMD amount is transferred to CIL/ Subsidiary account before submission of bid.

3.1.1 The Bidder will be allowed to submit his/her/their bid only when the EMD is successfully received in CIL/ Subsidiary's designated account and the information flows from Bank to e-Procurement system.

3.1.2 In online payment of EMD, if the payment is made by the bidder within the last date and time of bid submission but not received by CIL/ Subsidiary within the specified period due to any reason(s) whatsoever then the bid will not be accepted. However, the EMD will be refunded back to the bidder.

3.1.3 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).

In case of exemption of EMD, the scanned copy of document 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.

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, any legal entity 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** work 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 and/ or operation 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 7% 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.

Note: Till the time of changes in the e-procurement portal regarding weightage from 5% to 7% is configured in the portal, the 5% weightage shall be considered for work experience for floating of tender.

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/JV itself 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) Either the JV itself/ 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) Either the JV itself/ 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.

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

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

The definition of similar work shall be as follows:

.....

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.
- 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 7% 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.

Note: Till the time of changes in the e-procurement portal regarding weightage from 5% to 7% is configured in the portal, the 5% weightage shall be considered for financial turnover for floating of tender.

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.

- v) Confirmation regarding possessing of Financial Turnover issued by a Practicing Chartered Accountant in the form of Yes / No.

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.
- 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.

Scanned copy of documents to be uploaded by bidders:

Financial Turnover certificate having a Unique Document Identification Number (UDIN) with Institute of Chartered Accountants of India.

- 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.

Scanned copy of documents to be uploaded by bidders (BIDDER SPACE/ MY DOCUMENT):

PAN CARD of the bidder

Note:

- a. 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.

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.

Scanned copy of documents to be uploaded by bidder(s) in Bidder space/ My Document.

Document as per 9(a)(iii) below.

Note:

- i). In case of JV, In case of JV, Bidder should submit scanned copy of GST status of Lead Partner only or GST Registration Certificate of JV itself.
- 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 support of information / declaration furnished online by the bidder against Eligibility Criteria as Confirmatory 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 16.09.2020, 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 equal to or 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 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 self-certification indicating the percentage of local content in the offered items in Undertaking format at Annexure-..... They shall also give details of the location(s) at which the local value addition is made, if applicable.

(ii) If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate (with UDIN) 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 (with Annexure-.....).

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

- I. In the procurement of works which are divisible in nature, the following procedure shall be followed: -

- 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. In the procurement of works which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed: -
- 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.
- III. **Applicability in tenders where contract is to be awarded to multiple bidders**
- In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
 - b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of the Order.
 - c) If 'Class I Local suppliers' qualify for award of contract for at least 50 (fifty) percent of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50 (fifty) percent of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/'Non local suppliers' provided that their quoted rate falls within margin of purchase preference of the L1 bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50 (fifty) percent of the tendered quantity.
 - d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within margin of purchase preference, and so on.

- e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

IV. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

V. **Verification of local content:**

- a) If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items. They shall also give details of the location(s) at which the local value addition is made, if applicable.
- b) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate with UDIN from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c) Decisions on complaints relating to implementation of this Order, 2020 (amended from time to time) shall be taken by TAA limited to the CMD of CIL/Subsidiaries to the procuring entity.
- d) CIL/Subsidiary may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- e) False declarations will be debarment of the bidder or its successors for a period up to two years as per Guidelines on debarment of firms from bidding along with such other action as may be permissible under law.
- f) A supplier who has been debarred by any procuring entity for violation of the Order shall not be eligible for preference under the Order for procurement by any other procuring entity for the duration of the 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, in the manner prescribed below.
- g) The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
1. The fact and duration of debarment for violation of the Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 2. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 3. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

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

- 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.
- 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.

- Procurements where the estimated value is less than Rs. 5 lakhs, shall be exempted from the Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

VI. Reciprocity Clause

1. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GEM for appropriate reciprocal action.
2. Entities of countries which have been identified by the nodal ministry/departments not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India (including CIL and its Subsidiaries) for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
3. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

VII. Manufacture under license/ technology collaboration agreements with phased indigenization

- a) While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.
- b) In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. CIL/Subsidiary while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. CIL/ Subsidiary shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

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

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 etc. and **Annexure I** (Letter of Bid). No recycling will be done for this document i.e. no further clarification will be sought from bidder.

Moreover, the following documents shall be considered from the Bidder's space/ My Document and no recycling will be done for these documents i.e. no further clarification will be sought from bidder -

S No	Document	Scanned copy of documents uploaded by bidder in Bidder's space/ My Document
1	2	3
1	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.
2	Goods and Services Tax (GST) Status of Bidder (Ref. Clause No.8(D) of NIT and BOQ)	The following documents depending upon the status w.r.to GST as declared 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 having UDIN from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder in compliance with the relevant GST rules of. India. [In case of JV, Bidder should submit scanned copy of GST status of Lead Partner only or GST Certificate of JV itself] Note: <i>i) If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST registration as per GST Act and rules.</i>
3	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. 2. Partnership deed containing name of partners.

		<p>3. Memorandum & Article of Association with certificate of incorporation containing name of bidder.</p> <p>4. The following documents in respect of Legal Status of a JV Bidder shall be uploaded in Bidder's Space by the JV Bidder:</p> <p>i. Scanned copy of JV Agreement containing name of partners and lead partner, Power of Attorney to the lead partner and share of each partner as per Annexure-.....</p> <p>ii. Power of attorney of the respective partners from the Board of Directors of the concerned Company, or from the partners of the entity, or from the proprietor, authorizing the signatory of JV agreement on behalf of them.</p> <p>iii. The document(s) (any of them as applicable) regarding legal status of all the individual partners of JV mentioned below:</p> <p>a) Affidavit or any other document to prove Proprietorship/Individual status of the Bidder. OR</p> <p>b) Partnership deed containing name of partners. OR</p> <p>c) Memorandum & Article of Association with certificate of incorporation containing name of Bidder.</p>
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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)	<p>Satisfactory Work Completion Certificate issued by the employer against the experience of similar work containing all the information furnished by bidder on-line.</p> <p>Work order, BOQ, TDS may be sought during clarification or along with deficient documents as per clause 13(B), if felt necessary by the Tender Committee.</p> <p><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.</i></p>
2	Financial Turnover (Ref. Clause No.8(B) of NIT)	<p>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.</p> <p><i>(In case of JV, Turnover certificate for each individual partner of JV)</i></p>

3	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	Undertaking by bidder on his/her/their Letter Head as per Annexure----- .	Undertaking regarding relatives as employees of company, Arbitration clause (in case of partnership firm/joint venture), Local supplier status of the Bidder as per clause 8E of NIT, declaration w.r.t Make in India order dated 16.09.2020, Code of Integrity for Public Procurement (CIPP) and compliance w.r.t procurement from bidder of a country which shares a border with India etc.
<p>Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.</p>		

- c. **Letter of Bid (LoB):** The format of Letter of Bid is given at Annexure I of Tender document. This will be the covering letter of the bidder for his submitted bid. The bidders have to accept unconditionally the Letter of Bid in GTE (General Technical Evaluation) at the time of bid submission. This online acceptance during bidding through GTE shall be construed as submission of LOB by bidder.
- 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 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 either automatically rejected by the system or shown as non-complied bid which shall be rejected by the evaluator.

12.3 All the documents uploaded by bidder(s) including EMD exemption documents (if any) and the Evaluation sheets generated by the system online shall be downloaded after opening of Technical bid (Cover-I). After decryption and opening of Technical bid (Cover-I) the “technical bid opening summary” will be uploaded on the same day.

13. Technical Evaluation of Tender:

- a. After opening of Technical bid, the documents submitted by bidder(s) 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. w.r.t 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. 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.

Note: The shortfall information/ documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. These should be called only on basis of the recommendations of the TC. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a contract without its completion/ performance certificate, the certificate can be asked for and considered. However, no new contract should be asked for so as to qualify the bidder.

- c. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.
- d. The tender will be evaluated on the basis of documents uploaded by bidder(s) online. The bidder(s) is/are not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
- e. In case the bidder(s) submit(s) requisite documents online as per NIT, then the bidder(s) will be considered eligible for opening of Price Bid.
- f. Seeking clarification shall be restricted to confirmation of submitted document/online information only and it should be only for one time for a period of upto 7 days. The clarification shall be taken in online mode in the e- Procurement portal of CIL only.
- g. In case bidder(s) fails to confirm the online submitted information(s)/ declaration(s) by the submitted documents as (B) above, their/his bid shall be rejected; however, if the confirmatory documents do not change eligibility status of the bidder in connection his submitted online information(s)/declaration(s), then his/their bid will be accepted for opening of Price Bid.
- h. After Technical evaluation of tender, “Technical Evaluation Summary” will be uploaded by the evaluator and price bid shall be opened on/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.
- i. In case none of the bidder(s) complies the technical eligibility criteria as per NIT, then bidder(s) will be rejected online and re-tender (if required) will be done (with the same or different quantity, as per the instant requirement).
- j. If L1 bidder backs out (i.e. Techno commercially established L1 bidder), the EMD will be forfeited and the bidder will be debarred for minimum one (1) year from participating in tenders in CIL/ Subsidiary.

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.*

- k. **Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall be applicable.**

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

- I. In the procurement of works which are divisible in nature, the following procedure shall be followed :-
 - 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. In the procurement of works which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:-
 - 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 in Undertaking as per format at **Annexure-----**. They shall also give details of the location(s) at which the local value addition is made, if applicable.
- II. If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate with UDIN 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 Guidelines on Debarment of firms from Bidding for a period up to two year

and with process in line with clause 20 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, in case the L1 is other than MSE. If MSE is a L1 bidder, full work will be awarded to such bidder. 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) Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy.

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

ix) 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 debarred for a minimum period of 1(One) year in line with provisions of Guidelines on Debarment of firms from Bidding.

x) If a bidder participates as a joint Venture (JV), the benefits as per Public Procurement Policy for MSEs Order-2012 shall not be applicable to them (Note: Applicable for Tenders for Services).

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 EMD.
- 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:

15.1 Each Bidder shall submit only one Bid, either individually, or as a proprietor, or as a partner in a partnership firm or as a partner in a joint venture or as a Company registered under Companies Act. A Bidder who submits or participates in more than one Bid (other than as a 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.

16. Refund of EMD:

- g) If EMD is paid by the bidder in online mode (Direct Debit/NEFT/RTGS) then the EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the cases where EMD is to be forfeited).
- h) No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.
- i) If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason then it will be paid through conventional system of e-payment. For this purpose, if required, Tender Inviting Authority will obtain the Mandate Form from the Bidder.
- j) In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.
- k) If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender.
- l) At the option of bidder, the EMD of successful bidder (on Award of Contract) will be retained by CIL/ Subsidiary and will be adjusted to Performance Security Deposit.

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.

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.

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.

22. 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 forfeiture of the Earnest Money. In addition, the department may debar the bidder from participating in future bids for at least 12 months as per Guidelines on Debarment of firms from Bidding.

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

a. If the request of withdrawal is received before online notification for opening of price bid, the EMD will be forfeited and bidder will be debarred for minimum 1 (one) year from participating in tenders in CIL/Subsidiary. The Price-bid of remaining bidders will be opened and the tender process shall go on.

b. If the request of withdrawal is received after online notification for opening of price bid, the EMD will be forfeited and the bidder will be debarred for minimum 1 (one) year from participating in tenders in CIL/Subsidiary. 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 above, a letter will be issued to the bidder by Tender Inviting Authority with the approval of Tender Accepting Authority (in case Board is Tender Accepting Authority then with the approval of CMD), stating that the EMD of bidder is forfeited, and this bidder is debarred for.....year from participating in tenders in CIL/Subsidiary. This letter will be circulated to all Areas and CIL/Subsidiary HQ 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 per Clause no 29 (Standard Operating Procedure for Withdrawal of Bid) of NIT.

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 total value of subcontracted work should not exceed 25% of the contract price specified in the contract. Procurement of material, hiring of equipment or engagement of labour will not mean sub-contracting.

If a contractor submits his bid qualifies but does not get the contract because of his being not the lowest, he will be prohibited from working as a sub-contractor for the contractor who is executing the contract.

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. 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:

The guidelines as per order no.F.No.6/18/2019-PPD dt 23/7/2020 of Ministry of Finance, Gol as amended from time to time shall be applicable.

- 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 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" for the purpose of order F.No. 6/18/2019-PPD dated 23.07.2020 means :-
 - h. An entity incorporated, established or registered in such a country; **or**
 - i. A subsidiary of an entity incorporated, established or registered in such a country; **or**
 - j. An entity substantially controlled through entities incorporated, established or registered in such a country; **or**
 - k. An entity whose beneficial owner is situated in such a country; **or**
 - l. An Indian (or other) agent of such an entity; **or**
 - m. A natural person who is a citizen of such a country; **or**
 - n. 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:

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(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 Percent 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;
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. 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:

1. (a) The intending bidders must submit a Certificate in the Undertaking at Annexure.. in compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 and as amended from time to time of Ministry of Finance, Gol.

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. Guidelines issued by Gol regarding registration with Competent Authority and regarding exclusion from restriction may please be referred.

39. Code of Integrity for Public Procurement (CIPP)

The bidders/ contractors are required to abide the Code of Integrity for Public Procurement (CIPP) as given in the tender document at **Annexure**

40. Any corrigendum/date extension etc. in respect of above tender shall be issued in website <https://coalindiatenders.nic.in> only. No separate notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.



40. Integrity Pact (applicable for tenders with estimated cost more than Rs. 200 lakhs/ as decided by CIL/ Subsidiary).

Bidders are required to accept unconditionally the Pre-Contract Integrity Pact in GTE as per enclosed format, **Annexure**

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

<u>Sl. No.</u>	<u>Name</u>	<u>Address</u>	<u>email Id</u>

Tender Inviting Authority



SAMPLE NOTICE INVITING QUOTATION FOR ESTIMATED VALUE PUT TO TENDER LESS THAN Rs.2 LAKH

Letter Head of CIL/ Subsidiary as the case may be

**कोटेशन सूचना
Quotation Notice**

Sealed Item/ Percentage Rate Quotations in **Single Part** are hereby invited from the experienced, interested parties/agencies for the work of "-----".

1. Quotation Details: -

Name of Work :
 Estimated Cost put to tender (including GST) : ₹
 Period of Work :
 Earnest Money : ₹
 Location of Work :

2. Important Dates: -

Sr. No.	Particulars	Date & time
1	Start Date for downloading/collecting Quotation Document	
2	Last Date for downloading/collecting Quotation Document	
3	Start Date for Submission of Bids	
4	Last Date for Submission of Bids	
5	Date of Opening of Bids	

The quotation documents can be downloaded from the CIL/ Subsidiary website ----- (URL) and also from Central Public Procurement Portal i.e. CPP Portal (www.eprocure.gov.in).

3. Important Details and Instructions: -

- 1) Sealed filled up quotations in Single Part will be received in the prescribed quotation box placed in the Office of _____ in the aforementioned time period along with the following documents: -
- Copy of PAN Card duly attested (with signature and seal) by the bidding agency.
 - The bidder is required to select his relevant Goods and Service Tax Status (one of the three) from the following and submit the required document(s): -

SrL No.	Goods and Service Tax Status	Document Required to be Submitted	Tick (✓) any ONE of the three
1.	GST Registered Bidder under regular scheme	Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India, duly attested (with signature and seal) by the bidding agency	
2.	GST Registered Bidder under composition scheme	Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India duly attested (with signature and seal) by the bidding agency.	
3.	GST Unregistered Bidder/Dealer	Document: A Certificate having UDIN from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder in compliance with the relevant GST rules of. India. duly attested (with signature and seal) by the bidding agency.	

- iii. Earnest Money of ₹ _____ in the form of Banker's Cheque/Demand Draft drawn from a scheduled bank in favour of _____ payable at _____ or through NEFT.
(The bank details for NEFT shall be provided at the time of floating of quotation)

Note: Micro and Small Enterprises (MSEs) as defined in the MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) are exempted from submission of EMD, for which they have to submit Udyam Registration Certificate (**Applicable for Service tenders**)

- iv. Quotation Inviting Notice documents as downloaded from CIL/Subsidiary website duly attested (with signature and seal) by the bidding agency as token of acceptance of Terms & Conditions and same shall be submitted along with the bid.
- v. All the documents submitted should be sealed and signed by the bidder or his authorized representative. In case the authorized representative is signing documents/submitted bid, then an Authorization Letter to that effect has to be submitted along with the bid.
- vi. If the bidder is unsuccessful, then the EMD deposited by the bidder will be electronically refunded. For this purpose, the bidders are also required to fill and submit the Bank Mandate (enclosed).
- vii. Price Bid as per the instructions stipulated below.
- viii. Quotations will be shall be dropped in person in the prescribed quotation box placed at the following address only before the deadline for bid submission: -

It is the responsibility of the bidder to ensure that the bid is received in the prescribed quotation box in the office of the _____ before the last date (and time) of bid submission, failing which the bid will be considered invalid.

II) In Quotation Notice (below Rs. 2 lakhs) bid shall be submitted in the following manner:-

Envelope/ cover shall contain the following duly stamped and signed -

- a) The earnest money/ Valid EMD exemption document (as applicable)
- b) PAN details
- c) Document to support GST status of bidder
- d) Valid Trade License, if required
- e) Power of Attorney, as applicable
- f) Bid document duly signed
- g) BOQ duly filled in.

The envelope/ covers shall be sealed and submitted by the bidder. The envelope/ cover shall indicate the name of the work, name of the bidder along with the address, reference Tender Notice No., Contact Number and E-mail ID.

The evaluation of quotations received shall be done in line with evaluation done in Single cover system. The evaluation will be done based on the documents submitted by the bidder along with his bid and no clarification shall be sought from bidders.

Quotation without earnest money or valid EMD exemption document (as applicable) shall be rejected.

III) It is the responsibility of the bidder to ensure that the bid is received in the office of the _____ within the deadline for bid submission. The sealed quotations will be opened on the scheduled date in the presence of the bidders or their authorized representatives who choose to be present.

IV) Bids determined to be substantially responsive will be checked by the employer for any arithmetical errors. Errors will be corrected by the employer as follows:

- a. In case of discrepancy in rates between description in words and figures, the rate which corresponds to the amount worked out by the contractor shall be taken as correct.
- b. In case of discrepancy in amount quoted by the contractor due to calculation mistakes of the unit rates and quantity, the unit rate shall be regarded as firm and amount corrected.

- c. When the amount of an item is not worked out by the contractor or if it does not correspond with the rates written either in figures or words, then the rates quoted by the contractor in words shall be taken as correct.
- d. Discrepancy in totalling or carry forward in the amount quoted by the contractor shall be corrected.

V) After checking for calculation errors, the documents submitted by L-1 bidder as enlisted in the NIQ will be put up to the Tender Committee. The tender Committee will examine the documents. In case the L-1 bidder submits requisite documents as per NIQ, then the bidder will be considered eligible for award of Contract.

In case the L-1 bidder fails to comply the eligibility requirement as per NIQ, then his bid shall be rejected and EMD of L-1 bidder will be forfeited. The quotation notice shall be cancelled and re-invited.

In case the L1 bidder is technically eligible but rejection is due to high rate quoted by him/her then the quotation notice shall be cancelled and reinvited.

It is responsibility of Bidders to submit legible/clearly readable scanned copy of all the required documents.

If L1 bidder backs out (i.e. Techno commercially established L1 bidder), the EMD will be forfeited and the bidder will be debarred for minimum one (1) year from participating in tenders in CIL/Subsidiary.

VI) The price bid must be carefully filled in by the bidder. 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. The Rates must be quoted against each item in words as well as figures. Any kind of cutting and overwriting should be avoided. In case of any discrepancy in the Quoted Rate in Words and in Figures, the one mentioned in Words shall be considered as final. Hence, bidders must fill in the Price Bid very carefully. The Price Bid should also contain Name of Agency, Address, Signature and Seal of the Agency failing which the Price Bid will be considered invalid.

The L-1 will be decided based on "COST TO COMPANY"

Applicable GST, if any, either payable by bidder or by company under reverse charge mechanism shall be applicable.

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.

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.

VII) The participating agencies are hereby advised to keep checking the websites ----- (i.e., Coal India/ Subsidiary Website) and www.eprocure.gov.in (i.e., Central Public Procurement Portal) for any corrigenda issued in respect of this Notice Inviting Quotation, extension in Document Download Dates, Bid Submission Dates and Date of Bid Opening, etc., to keep themselves updated.

VII) Security Deposit shall consist of two parts:

- a) EMD of successful bidder submitted during submission of bid shall be treated as Performance Security and
- b) Retention Money to be recovered from running bills. The security deposit shall bear no interest.

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

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 should be refunded after issue of No Defect Certificate.

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.

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 above.

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.
- 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 month's 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.

IX) **Bid Validity:** The Bid Validity Period will be 120 (one hundred twenty) days from the end date of bid submission. The validity period of tender shall be decided based on the final end date of submission of bids.

X) Provisions for dealing with variations in respect of Abnormally High Rate (AHR) and Abnormally Low Rate (ALR) 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 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 agreed 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.

XI) Procurement from Micro and Small Enterprises (MSEs) (APPLICABLE FOR NATURE OF SERVICE 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, in case the L1 is other than MSE. If MSE is a L1 bidder, full work will be awarded to such bidder. 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) Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy.

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

ix) 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 debarred for a minimum period of 1(One) year in line with provisions of Guidelines on Debarment of firms from Bidding.

4. Penal Clauses/Recovery of Damages: -

- i. The work shall be started within 10 days of issue of work order or 7th day of handing over of the site whichever is later.
 - ii. In case of failure to complete the work on or before the scheduled date of completion, compensation shall be payable @ 0.5% of contract price/revised contract price whichever is less per week of delay. The total value of such compensation shall not exceed 10% of awarded value/revised completion value whichever is lower.
 - iii. In case of failure to start the work within stipulated time, the company shall be at liberty by giving 15 days' notice in writing to start the work, failing which to forfeit the earnest money deposited by the bidder and to rescind the work order. Additionally, the bidder will be debarred from participating in future tenders for a minimum period of 12 months.
5. The tenderer shall have to ensure implementation of CMPF/EPF, if applicable, in respect of the workers deployed by him. Payable statutory payments like PF & ESI contributions paid to the contract workers as applicable shall be reimbursed to the contractor on production of proof of payment limited to the maximum likely number of workmen to be deployed as indicated in the quotation document.
6. CIL/Subsidiary reserves its right to accept or reject any or all the quotations without assigning any reason whatsoever or to distribute the work amongst the bidders.

Note: BoQ and Format of Bank Mandate to be attached.

Quotation Inviting Authority

INSTRUCTIONS TO BIDDERS

1. SCOPE OF BIDDER.

1.1 The _____ (referred to as Employer in these documents) invites bids for the work(s) as mentioned in the Notice. The Bidder should submit Bid for all the works mentioned in the NIT.

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 Bids is open to all Bidders including an individual, proprietorship firm, partnership firm, company registered under Companies Act, any legal entity or joint ventures. The bidders shall be eligible to participate only if they fulfill the qualifying criteria laid down separately hereinafter.

2.2 Deleted

2.3 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

Note - 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.

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 cl.3.3(A) of ITB towards fulfillment 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 cl.3.3(B) of ITB towards fulfillment 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.

- v) The bid submission must include documentary evidence to the relationship between Joint Venture partners in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the Joint Venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.
- vi) One of the partners shall be nominated for being in charge of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners.
- vii) The JV Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.
- 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 Venture 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 fulfill 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 earnest money / Bids Security 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.
- 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.

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

2.5 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 total

value of subcontracted work should not exceed 25% of the contract price specified in the contract. Procurement of material, hiring of equipment or engagement of labour will not mean sub-contracting.

If a contractor submits his bid qualifies but does not get the contract because of his being not the lowest, he will be prohibited from working as a sub-contractor for the contractor who is executing the contract.

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 The bidders shall be required to submit bid with all the information as sought online along with required documents.

3.2 All bidders shall submit the following information and documents with their bids:

- a. Copies of documents in support of legal status of bidder as per NIT; written power of attorney of signatory of the Bid to commit the Bidder.
- b. Experience of having successfully completed similar works in support of eligibility criteria during last seven years including monetary value and period as per e-Tender Notice.
- c. 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 as mentioned in e-Tender Notice.
(The "Previous Financial Year" shall be computed with respect to the e-Publication date of NIT).
- d. Permanent Income Tax Account No.(PAN) details as mentioned in e-Tender Notice.
- e. Document to support the status of bidder with respect to GST as mentioned in e-Tender Notice.
- f. The Bidder will have to submit a declaration in support of the authenticity of the credential submitted by him and also with other commitment along with the Bid in the form of an undertaking as per the format provided in the bid document.
- g. Two or three companies/contractors participating in the bid as Joint Venture should submit Firm-wise e.g. (i) participation details/contribution of each, (ii) Legal status of firm, (iii) PAN, (iv) GST registration Certificate/status and also (v). JV Agreement on non-judicial Stamp-paper as per given format.
- h. Any other document to support the qualification information as submitted by bidder.

3.3 To qualify for award of the contract –

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, 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.



Similar nature of work shall include

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 and/ or operation 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 will be considered whether or not the date of commencement is within the said 7(seven) years period.

Cost of previous completed works shall be given a simple weightage of 7% 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.

Note: Till the time of changes in the e-procurement portal regarding weightage from 5% to 7% is configured in the portal, the 5% weightage shall be considered for work experience for floating of tender.

For work experience bidders required to submit Satisfactory Work Completion Certificate issued by the employer against the Experience of similar work containing all the information as sought on-line.

Work order, BOQ, TDS may be sought during clarification or along with deficient documents as per the relevant clause, if felt necessary by the Tender Committee.

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%.

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 fulfillment 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:-

i) Any of the JV partner/JV itself 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) Either the JV itself/ 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) Either the JV itself/ 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.

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

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

Note: This Work Experience criteria is not applicable for tenders with ECV below 50 lakhs.

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.

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

The intending bidder must submit Turnover certificate issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India.

Financial turnover shall be given simple weightage of 7% per year to bring them at current price level, While evaluating the qualification requirement of the bidder. Such weightage shall be considered from the end date of financial year. 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.

Note: Till the time of changes in the e-procurement portal regarding weightage from 5% to 7% is configured in the portal, the 5% weightage shall be considered for financial turnover for floating of tender.

Joint Ventures shall meet the above eligibility requirement, in the following manner:

The qualifying criteria parameter e.g. financial resources (Turnover) of the individual partners of the J.V. will be added together, for the relevant financial year, and the total should not be less than as spelt out above.

(In case of JV, Turnover certificate for each individual partner of JV)

Note: Financial Turnover criteria is not applicable for tenders with ECV below 50 lakhs.

3.4 If the bidder is a 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.

3.5 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified:-

- (i) if they have made misleading or false representations in the forms, statements and attachments submitted as proof of the qualification requirements.
- (ii) On account of currency of debarment as applicable.

Notes : (Not a part of bid document)

- 1) The qualification criteria shown above are to be considered as a standard for normal works.
- 2) For specialized works, based on requirement, the subsidiary may add or modify with the approval of competent authority.
- 3) The documents to be furnished by the bidder to prove that he is satisfying the qualification criteria laid down should all be in the bidders 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 the credential of its wholly owned subsidiaries.

4. ONE BID PER BIDDER

4.1 Each Bidder shall submit only one Bid, either individually, or as a proprietor, or as a partner in a partnership firm or as a partner in a joint venture or as a Company registered under Companies Act. A Bidder who submits or participates in more than one Bid (other than as a 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.

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

“Note (Not part of tender document):

In the above case, approval of Tender Accepting Authority shall be taken. In case Board/CMD of CIL/Subsidiary is Tender Accepting Authority, then the approval of CMD of CIL/Subsidiary is to be obtained.”

5. COST OF BIDDING

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

6. SITE VISIT

6.1 The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of Works and its surroundings, 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 costs of visiting the Site shall be at the Bidder's own expense.

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

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

6.4 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.

7. CONTENT OF BIDDING DOCUMENTS

7.1 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 on Debarment of firms from Bidding
- i. Code of Integrity for Public Procurement (CIPP)
- j. Other document, if required.

8. CLARIFICATION OF BIDDING DOCUMENTS

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

8.2 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

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

9.1 Before the deadline for submission of Bids, the Employer may modify the bidding documents by issuing addenda.

9.2 Any addendum thus issued shall be part of the bidding documents and shall be displayed in the website.

9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may extend, as necessary, the deadline for submission of Bids, in accordance with Sub-clause 18.2 below.

9.4 Bidders are requested to look into website for any addendum as specified in the NIT.

NOTE:-Instructions to bidders shall not incorporate this provision in the Bid for normal civil engineering works.

10. LANGUAGE OF BID

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

11. Submission of Bid:

- a. All the bids are to be submitted online on e-procurement portal of CIL. No bid shall be accepted offline.
- b. In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person. The bidder is one whose name will appear as bidder in the e-Procurement Portal.

c. The bidders have to accept 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.

The bidders have to accept unconditionally in GTE (General Technical Evaluation) the Undertaking 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, etc. and Letter of Bid. No recycling will be done for this document i.e. no further clarification will be sought from bidder.

d. **Letter of Bid:** The format of Letter of Bid is given at Annexure I of Tender document. This will be the covering letter of the bidder for his submitted bid. The bidders have to accept unconditionally the Letter of Bid in GTE (General Technical Evaluation) at the time of bid submission. This online acceptance during bidding through GTE shall be construed as submission of LOB by bidder.

e. **Confirmatory Documents:** All the confirmatory documents as enlisted in the NIT in support of online information furnished by the bidder are to be uploaded in Cover-I & OID (Other Important Document, if applicable) by the bidder while submitting the bid online.

f. **Price Bid (in Cover-I/Cover-II):** The Price bid containing the Bill of Quantity will be in Excel format (password protected) and will be uploaded during tender creation. This will be downloaded by the bidder and he will quote the rates for all items on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in Cover-I/Cover-II. The Price-bid will be in Item Rate/Percentage Rate BOQ format and the bidder will have to quote for all the tendered items and the L-1 will be decided on overall quoted value. The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected. Any alteration/modification in the Excel format may lead to rejection of bid.

12. BID PRICES

12.1 Deleted

12.2 The Bidder shall fill-in rates and prices for all items of the works described in the Bill of Quantities (both in words and figures) and amount(s) calculated and totaled.

12.3 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, if any.

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.

12.4 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.

13. CURRENCIES OF BID AND PAYMENT

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

14. BID VALIDITY

14.1 Bid shall remain valid for a period not less than 120 days from the end date of bid submission. A bid valid for a shorter period shall be rejected by the Employer.

14.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders (all the responsive tenderers) may extend the period of validity for a specified additional period. The 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.

15. BID SECURITY/EARNEST MONEY DEPOSIT

15.1 The bidder shall furnish, as part of his bid, a Bid Security/Earnest Money of the amount as shown in e-

Tender Notice for this particular work. Bid Security/EMD will be required to be deposited in the form as deliberated below:

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

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

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).

In case of exemption of EMD the scanned copy of document 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.

Demand Drafts/ Banker's cheque/ NEFT will be acceptable as Earnest Money/ Bid Security for tenders having estimated value below Rs. 2 lakhs.

15.2. Any bid, which has not been, submitted either with the requisite amount of EMD or the valid exemption document (as applicable) shall be summarily rejected by the employer as non-responsive.

15.3 The EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the cases where EMD is to be forfeited).

15.4 The Bid Security / EMD of successful bidder may be retained and adjusted with performance security / security deposit at bidder's option.

15.5 The Bid Security/Earnest Money may be forfeited:

a. if the Bidder withdraws the Bid after the end date of Bid submission 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

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

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

"Note (Not part of tender document):-

In the above case, debarment shall be done as per Guidelines on Debarment of firms from Bidding.

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

15.7 No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.



15.8 If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason, then it will be paid through conventional system of e-payment. For this purpose, bidder should submit E-Mandate form in format provided by company.

15.9 In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.

15.10 If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender.

16. SIGNING OF BID

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

16.2 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 is required.

17. Deleted

18. DEADLINE FOR SUBMISSION OF BIDS

18.1 Bids shall be submitted online on the e-procurement portal of CIL within the stipulated date and time.

18.2 The Employer may extend the deadline for submission of Bids by issuing a corrigendum or an amendment, 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.

18.3 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 EMD
- 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 three.)
3. After extension, the tender shall be opened irrespective of available number of bids on the extended date of opening of tender.

19. LATE BIDS



19.1 No Bid shall be received by the e-procurement portal after the deadline or the extended deadline, as the case may be.

20. MODIFICATION AND WITHDRAWAL OF BIDS

20.1 For Single Cover System:

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

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

1. the EMD will be forfeited and
2. the bidder will be debarred for minimum 1(One) year from participating in tenders in CIL/Subsidiary.

20.1.3 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:

In case of above, a letter will be issued to the bidder by Tender Inviting Authority with the approval of Tender Accepting Authority (in case Board is Tender Accepting Authority then with the approval of CMD), stating that the EMD of bidder is forfeited, and this bidder is debarred for.....year from participating in tenders in CIL/Subsidiary. This letter will be circulated to all Areas and CIL/Subsidiary HQ. and the updated list will be maintained by all Tender Inviting Authority/Evaluators.

Penal action against clauses above will be enforced from the date of issue of such order.

20.2 For Two Part System:

20.2.1 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.

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

- a. If the request of withdrawal is received before online notification for opening of price bid, the EMD will be forfeited and bidder will be debarred for minimum 1 (one) year from participating in tenders in CIL/Subsidiary. The Price-bid of remaining bidders will be opened and the tender process shall go on.
- b. If the request of withdrawal is received after online notification for opening of price bid, the EMD will be forfeited and the bidder will be debarred for minimum 1 (one) year from participating in tenders in CIL/Subsidiary.

20.2.3 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 above, a letter will be issued to the bidder by Tender Inviting Authority with the approval of Tender Accepting Authority (in case Board is Tender Accepting Authority then with the approval of CMD), stating that the EMD of bidder is forfeited, and this bidder is debarred for.....year from participating in tenders in CIL/Subsidiary. This letter will be circulated to all Areas and CIL/Subsidiary HQ. 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.

*Delete whichever is not applicable

21. BID OPENING

21.1 Tender will be decrypted and opened online by the "Bid Openers" with their Digital Signature Certificates on the prescheduled date & time of Tender Opening.

22. PROCESS TO BE CONFIDENTIAL

22.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. However, the Tender Status will be in public domain and anyone visiting the site can view it by identifying the tender.

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 bidder(s), award of work etc.). No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of Confirmatory documents within prescribed time..

22.2 Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

22.3 From the time of bid opening to the time of contract award, no bidder shall contact the Procuring Entity on any matter related to the bid, except on request and prior written permission.

23. CLARIFICATION OF BIDS

23.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing. To assist in the examination, evaluation, and comparison of Bids, the Employer may, ask any Bidder for clarification of the Bidder's Bid, including breakup of unit rates. The request for clarification and the response shall be in online mode.

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

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.

Note: The shortfall information/ documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. These should be called only on basis of the recommendations of the TC. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a contract without its completion/performance certificate, the certificate can be asked for and considered. However, no new contract should be asked for so as to qualify the bidder

23.3 No document presented by the bidder after closing date and time of submission of bid will be considered unless otherwise called for as per clause 23.2 above.

24. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

24.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:

- a. meets the eligibility criteria defined in Clause 3;
- b. has been properly signed;
- c. is accompanied by the required Bid security/ EMD Exemption Document (if applicable).
- d. is substantially responsive to the requirements of the Bidding documents.

24.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents without material deviation or reservation. A material deviation or reservation is one :

- a. which affects in any substantial way the scope, quality, or performance of the works;
- b. which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or
- c. whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

24.3 If a Bid is not substantially responsive, it may be rejected by the Employer at its sole discretion.

25. Deleted

26. EVALUATION AND COMPARISON OF BIDS.

26.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 24. Price bid of the bidder will have no condition.

The price bid which is incomplete and not submitted as per instruction given in the bid document will be rejected.

26.2 The evaluation of Bid, by the Employer shall be done as per Bid Prices as submitted by the Bidder in online Mode and subsequently downloaded from the e-procurement portal of CIL.

26.3 The Employer reserves the right to accept or reject any Bid not conforming to the requirements of the Bidding documents.

26.4 No document presented by the bidder, after closing date and time of bid, will be taken into account by the evaluation committee unless otherwise called for during scrutiny / technical scrutiny by the tender committee as clarification. This however, will have no bearing with the price quoted in the price bid. If a bidder offers a rebate unilaterally after the end date and time of the bid submission, it will not be taken into account for

evaluation purpose by the tender committee. But if that bidder emerges as the lowest evaluated, the rebate offer will be taken into account for determination of the total offer.

26.5 Bid evaluation shall be done after taking into consideration overall quoted price by the bidder and effect of Goods and Services tax (GST), GST Compensation Cess etc. as applicable. L1 will be decided based on cost to the company.

26.6 If the bid of the successful bidder is seriously unbalanced in relation to the estimate of the cost of work to be performed under the contract, the company 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 these prices with the construction method and the schedule proposed.

27. 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 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.

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 upto 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.
- f) For Roads, all items of excavation and filling including treatment of sub base.

28. AWARD CRITERIA

28.1 Subject to Clause 29, 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.

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

29.1 Notwithstanding Clause 28, 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.

30. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

30.1 The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer electronically online on the e-procurement portal of CIL prior to expiration of the Bid validity period. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").

The offline communication of LOA shall not be mandatory.

30.2 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.

30.3 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 on Debarment of firms from Bidding along with forfeiture of Earnest Money. The bidder will also debarred from participating in re-tender.

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

30.4 In the bidding process, the cause of rejection of Bid of any bidder shall be intimated to non-qualified bidder online and the Earnest Money shall be refunded to unsuccessful bidders as per relevant clauses.

30.5 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 any additional copy, additional 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.

31. PERFORMANCE SECURITY/SECURITY DEPOSIT

31.1 Security Deposit shall consist of two parts;

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

The security deposit shall bear no interest.

For details refer cl.4 of General Terms of Conditions.

32. EMPLOYMENT OF LABOUR

32.1 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.

Payable statutory payments like PF & ESI contributions paid to the contract workers as applicable shall be reimbursed to the contractor on production of proof of payment limited to the maximum likely number of workmen to be deployed as indicated in the tender document. Such payments shall be made on quarterly basis and shall not be included in the Contract Value.

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

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

32.4 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.

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

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 32.1 shall stand amended to this extent before notification of bid.

33. LEGAL JURISDICTION

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

34. DOWNLOADING BID DOCUMENT FROM WEB-SITE.

- i) The bidders will download the Bid documents from the website. The company shall not be responsible for any delay/ difficulties/ inaccessibility of the downloading facility for any reason whatsoever. The downloading facility shall be available as soon as the bid is notified.
- ii) The bid document as available online on the e-procurement of CIL shall always prevail and will be binding on the Bidders. Any claim on account of any deviation with respect to this online Bid document from the Bidder side shall not be entertained.

35. E-PAYMENT

Successful bidder(s) are required to submit an Authorization form duly signed for e-payment to them in the enclosed Annexure.

36. INTEGRITY PACT (APPLICABLE FOR BIDS WITH ESTIMATED COST EXCEEDING (more than Rs. 200 lakhs/ as decided by CIL/ Subsidiary).

Bidders are required to accept unconditionally in GTE (General Technical Evaluation) the pre-contract integrity pact as per enclosed format along with the bid.

37. CHANGES IN FIRMS CONSTITUTION TO BE INTIMATED

Prior approval in writing of the Company shall be obtained before any change is made in the constitution of the contracting agency. If prior approval is not obtained the same will be treated as a breach of contract.

38. MISCELLANEOUS.

The bidders should fill the bid document properly and carefully. They should avoid quoting absurd rates. Throughout the bidding documents, the terms 'bid' and 'tender' and their derivatives are synonymous. Provisions related to instructions to bidder shall be a part of agreement.

CHECK LIST FOR SUBMISSION OF BID.

(Specimen only, subject to improvement)

- 1) Earnest Money or EMD exemption document, if applicable.
- 2) Constitution / Legal status of Bidder including place of Registration and Principle place of business e.g. Certificate of Incorporation in the name of bidder, Memorandum of Association, Articles of Association, Partnership Deed, affidavit in case of proprietary-firm and Authorization / Power of Attorney of Bid Signatory.
- 3) Joint Venture details including original JV Agreement and details covering 2 above for JV Partners – if applicable.
- 4) Details of Permanent Account No. (PAN).-
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.
- 5) Details related to fulfillment of Eligibility Criteria.
 - a. Certificate of completion of similar work, if applicable
 - b. Work order, BOQ, TDS for the work(s), if applicable
 - c. Financial Turnover certificate of last 3-years, if applicable
- 6) Document to support the GST status of bidder
(In case of JV, Bidder should submit scanned copy of GST status of Lead Partner only or GST Registration Certificate of JV itself)
- 7) Undertaking on Bidder's letterhead as per enclosed pro-forma.
- 8) Price Bid comprising of priced Bill of Quantity duly filled in

Note: If a bidder participates as a joint Venture (JV), the benefits as per Public Procurement Policy for MSEs Order-2012 shall not be applicable to them (Note: Applicable for Tenders for Services).

CONDITIONS OF CONTRACT

GENERAL TERMS AND CONDITIONS

1. Definitions

- i) The word "**Employer**" or "**Company**" or "**Owner**" wherever occurs in the conditions, means theLimited, represented at Head Quarters of the Company by the 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) "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers.
- iv) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any eligible person or firm or company, including a Joint Venture (that is an association of several persons, or firms or companies), participating in a procurement process with a Procuring Entity.
- v) "Bid security" (including the term 'Earnest Money Deposit'(EMD), in certain contexts) means a security from a bidder securing obligations resulting from a prospective contract award with the intention to avoid: the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents; failure to sign the contract or failure to provide the required security for the performance of the contract after an offer has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the tender documents.
- vi) "Class-I local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under the Public Procurement (Preference to Make in India), Order 2017.
- vii) "Class-II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under the Public Procurement (Preference to Make in India), Order 2017.
- viii) "Local Content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, 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.
- ix) "Non-Local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under the Public Procurement (Preference to Make in India), Order 2017.
- x) "Notice inviting tenders" (including the term 'Invitation to bid' or 'request for proposals' in certain contexts) means a document and any amendment thereto published or notified by the Procuring Entity, which informs the potential bidders that it intends to procure goods, services and/or works.
- xi) "Prospective bidder" means anyone likely or desirous to be a bidder.
- xii) "Procurement contract" (including the terms 'Purchase Order' or 'Supply Order' or 'Withdrawal Order' or 'Work Order' or 'Consultancy Contract' or 'Contract for other services' under certain contexts), means an agreement relating to the subject matter of procurement, entered into between the Procuring Entity and the supplier, service provider or contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country. The term "contract" will also include "rate contract" and "framework contract".



The agreement shall include the notice inviting tender, the tender/bid 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, frozen terms and 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 document accepted by the bidder (i.e., bid/ tender/ proposal/ offer) shall constitute the contract.

- xiii) The word "**Contractor/ Contractors**" wherever occurs means the successful bidder /bidders who has/have deposited the necessary Earnest money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or Company, as the case may be and any constitutional, or otherwise change of which shall have prior approval of the employer.
- xiv) "**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.
- xv) 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.
- xvi) "**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.
- xvii) "**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.
- xviii) A "**Day**" shall mean a day of 24 hours from midnight to midnight.
- xix) 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.
- xx) "**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.
- xxi) "**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.

- xxii) **"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.
- xxiii) **"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.
- xxiv) **"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.
- xxv) **"Department"** means the Civil Engineering Department of Coal India Limited or any of its subsidiary companies/units represented by the appropriate authority.
- xxvi) **"Act of insolvency"** means as it is designed by Presidency Town Insolvency Act or Provincial Insolvency Act or any act amending such originals.
- xxvii) The words indicating the singular only also include the plural and vice-versa where the context so requires.
- xxviii) **"Drawings"/"Plans"** shall mean all drawings furnished by the owner with the bid document , if any, as a basis for proposals,
 - a. working drawings furnished by the Owner after issue of letter of acceptance of the tender to start the work,
 - b. subsequent working drawings furnished by the owner in phases during progress of the work, and
 - c. drawings, if any, submitted by the contractor as per provision of the contract and duly approved by the owner.
- xxix) **"Codes"** shall mean the following, including the latest amendments, and/or replacements, if 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 on Debarment of firms from Bidding.
- (xii) Code of Integrity for Public Procurement (CIPP)
- (xiii) Any other document if required.

2.1The 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.

2.2The 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. The total value of subcontracted work should not exceed 25% of the contract price specified in the contract. Procurement of material, hiring of equipment or engagement of labour will not mean sub-contracting.

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.

Simultaneously the original copy of LOA may also be sent to the Bidder through registered/speed post. The offline communication of LOA, shall not be mandatory.

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 5% 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:

- Payment through NEFT/RTGS in the designated account of CIL/Subsidiary as indicated in the LOA/WO
- a Bank Guarantee in the form given in the bid document from any Scheduled Commercial bank (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks). 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.

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.

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

BG of scheduled commercial bank located in India and acceptable to the company should only be accepted. Thus, any BG issued by foreign bank from outside India shall not be accepted.



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 “_____” 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:-

Name of Bank: _____
Branch: _____
IFSC Code: _____
Account No. _____
Customer ID: _____

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 may be cancelled with forfeiture of the bid security/earnest money.

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

When validity of BG is about to expire, the contractor has to extend the validity of BG, if required. If the validity of BG is not extended before 03 days of its expiry, then CIL/ Subsidiary shall be at liberty to encash the BG.

In case of a JV, the Performance Security can be submitted by the Joint Venture / one or more partners of the joint venture.

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

Submission of Performance Security is not required for tenders having Estimated Value put to tender upto Rs. 2.00 lakhs (incl. GST). In this case, EMD of successful bidder shall be released within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects).

“Note (Not part of tender document):-

In the above case, debarment shall be done as per Guidelines on Debarment of firms from Bidding.

4.3 5% 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 25 lakhs subject to the condition that amount of any Bank Guarantee except last one, shall not be less Rs. 25 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 Commercial Banks as elaborated at Cl.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 Cl. No.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.

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 Consideration of Abnormally Low Bids

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

However, it has been provided that in case of compelling circumstances where to ask for Additional Security Deposit Bank Guarantee (BG) in case of ALBs, the same should be taken only with the approval of the next higher authority to the authority competent to finalize the tender

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) 10% security deposit (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 10% as 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 by addition or omission shall not vitiate the contract.

The variation register may be maintained in SAP in electronic form to have a proper control over variations.

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. In case there are changes in ground levels from those shown in the approved drawings, they shall be agreed in writing, jointly by the contractor and EIC.

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, 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.

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.

5.10 Extension of AMC contracts (applicable only for AMC contracts)-

The AMC Contracts shall be normally for two years or as specified in the NIT from the date of commencement. However, in exceptional cases of exigencies, CIL/Subsidiary reserves the right to *Extend the Contract* for a period of 30% of the contract period as specified in NIT or for a period of 08 months, whichever is lesser after due appraisal of performance at the end of the Contract on the same terms and conditions.

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.

* 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 forfeit the Earnest Money deposited by him 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 Company may debar such defaulting Contractors from participating in future Tenders for a minimum period of 12(twelve) months.

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.

The LD will be applicable on the price as varied by the operation of the Price Variation Clause i.e. price variation amount shall be added/ deducted to the contract price for deriving the LD.

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 amount/ Revised Contract amount of the works whichever is less for each week or part of the week subject to a ceiling as described at Cl.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, the company, shall be entitled to impose penalty/LD as deliberated at Clause 10. Additionally, the contractor shall be debarred from participating in the future tenders for a minimum period of 12 months.

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

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 Contract Time for completion

- A. **Force Majeure (FM):** Conditions beyond control of either parties like war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God come under the legal concept of Force Majeure (FM).

Delays in performance of contractual obligations under influence of FM conditions are condonable by the other party without any right to termination or damages, provided, notice of the happening of any such event is given by the affected party to the other within 30 (thirty) days from the date of occurrence duly certified by the local chamber of commerce or statutory authorities, the beginning and end of FM occurrence and cessation of such Force Majeure condition. Works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist.

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 shall be liable to pay nor bidder / contractor shall be liable to claim 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 exist.

B. Delays in Execution

A work may be completed ahead of schedule or delayed due to unforeseen fortuitous circumstances, extra effort or developments beyond the control of CIL/Subsidiary or the tenderer and it is sometimes difficult to apportion credit or responsibility. The contractor may experience delay or disruption due to his own actions

or inaction, those of his sub-contractor or other contractors, those of CIL/Subsidiary or the engineer, or other causes. Such delays expose the non-performing party to various sanctions under the contract. These sanctions include extension of time, damages or default termination of the contract. While examining the request of the contractor for extension of time, the engineer shall consider all circumstances and categorise the delays as follows:

- a) Excusable delays - Force Majeure (FM), that is, acts of God, abnormal weather, floods, and so on, applies;
 - b) Compensable delays – or Compensation Events, which put full burden of responsibility on CIL/Subsidiary; and
 - c) Inexcusable delay (contractor's own faults), which puts the full burden of responsibility on the contractor.
 - d) Concurrent delays - when two or more events responsible for delay overlap each other. The delays may be attributable to CIL/Subsidiary or the contractor or none, and fall in above categories. The eligibility for extension of time (EOT) should be determined by plotting each contributing concurrent delay on the critical path. CIL/Subsidiary should see that the concurrent delays do not result in unnecessary extra extension of time.
- C. Once the delay is categorised, it should then be determined not only whether the contractor is eligible for time extension but also whether sanctions, such as Liquidated Damage (LD) or default termination, can be imposed on the contractor.
- D. The time for completion of the work will be specified in the contract and it is understood that the completion of work within the time specified is an essential part of this contract. While ascertaining the reasons for delay beyond the control of the contractor, the following delays shall be considered as "Hinderance":-
- a. Excusable delays
 - b. Compensable delays
 - c. Portion of Concurrent delays to be decided judiciously by the EIC.
- E. More precisely, if any delay in the completion of the work is likely to be caused by any of the following reasons, then the contractor immediately upon the occurrence of such delay shall give notice in writing to the Engineer-in-Charge and he shall be allowed a reasonable extension of time for completion in respect of delay caused by any of the below-mentioned circumstances-
- a) Force Majeure as defined at 6.4(A);
 - b) 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
 - i) Delay caused by any written instruction of the Engineer in Charge.
 - j) Any circumstances which are wholly beyond the control of the contractor and unavoidable
 - k) Increase in the overall value of work. The time of completion of the work shall, in the event of any deviation resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor as follows:
 - i. In the proportion which the additional cost of the altered, additional or substituted work, 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.
 - l) Portion of Concurrent delays as decided judiciously by the EIC

- F. **HINDERANCE REGISTER** shall be maintained by both department and the contractor at site to record the various hindrances 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 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.

- G. Interim Extension of completion time may be granted by Tender Accepting Authority limited to GM(Civil)/HoD for HQ works and Area GM for area works as per provision of clause 6.4.1 below, based on the recommendation of the Engineer-in-Charge of the work during the course of execution of work reserving the right to impose/waive the clause relating to compensation for delay at the time of granting final extension of time depending upon the merit of the case. Final Extension of completion time is to be granted by Tender Approving Authority limited to CMD of CIL/ Subsidiary.

6.4.1 General Principles for Granting Extension of Time

- i) At the time of issuing notice inviting tenders for a particular work the Engineer-in-Charge should specify the time allowed for completion of the work consistent with the magnitude and urgency of the work.
- ii) The time allowed for carrying out the work as entered in the contract shall be strictly observed by the contractor and shall be reckoned from the Date of Commencement of the work as given to the contractor.
- iii) The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract) on the part of the contractor.
- iv) To ensure good progress of work during the execution, the contractor shall meticulously follow the preset time and progress chart and in the event of slippages in one segment, all efforts will be made to liquidate the slippages in the next stages.
- v) If the contractor shall desire an extension of time for completion of work on the grounds of his having been unavoidably hindered in its execution or on any other grounds as mentioned above shall make application to Engineer-In-Charge for extension of contract within a reasonable period prior to expiry of Contract Period (Preferably not later than 15 days prior to expiry of Contract Period). Engineer-In-Charge shall process the proposal based on the merit of the case for obtaining approval of Competent Authority. Such extension shall be communicated to the contractor in writing by the company through Engineer-in-Charge before the expiry of Contract Period.
- vi) Engineer-in-Charge shall process extension of time for the completion of the work if the following conditions are satisfied:
 - a) The contractor must apply to the Engineer-in-Charge in writing for extension of time.
 - b) Such application must state the grounds which hindered the contractor in the execution of the work within the stipulated time.
 - c) Such application must be made within a reasonable period prior to expiry of Contract Period (Preferably not later than 15 days prior to expiry of Contract Period).
 - d) The Engineer-in-Charge must be of the opinion that the grounds shown for the extension of time are reasonable.

Vii) Deleted

viii) The opinion of the Engineer-in-Charge, whether the grounds shown for the extension of time are or 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 process the extension of time, the contractor may approach concerned SO(C) /GM (C) /Director (As the case may be) whose opinion shall be final and binding on all concerned.

ix) All interim extensions of time shall be granted by Tender Accepting Authority limited to GM(Civil)/HoD for HQ works and Area GM for area works and all final extension of time shall be granted by Tender Accepting Authority limited to Chairman/ CMD of CIL/ Subsidiary.

Effort should be made to complete the work within the original contract period or extended period.

x) In case the contractor does not apply for grant of extension of time before the expiry of contract period and the department wants the contractor to continue with the work beyond the stipulated date of completion, the Engineer-in-Charge can process proposal for extension of time even in the absence of application from the contractor as per the following guidelines :

- a) Whenever any hindrance comes to the notice of the In Charge of the work, he should at once make a note of such hindrance in the register kept at site. He should also make a report to EIC of the occurrence of such hindrance.
 - b) The proposal for extension of time should be processed by EIC for obtaining the approval of Competent Authority (Ref Cl (ix) above . This should be processed preferably 15 days prior to the expiry of Contract Period.
 - c) If the orders of the higher authority are not received in time, he should extend the contract before the stipulated date actually expires so that the contract might remain in force but while communicating this extension of time, he must inform the contractor that this was without prejudice to Company's right to levy compensation under relevant clause of the agreement. Such extension of time given by EIC shall be considered as fait-accompli in future.
- xi) The period during which the contract remains valid is a matter of agreement and if the period originally set for the completion of the work comes to an end nothing short of agreement of the party can extend the subsistence and validity of the contract.
- xii) 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, in order to be binding, will have to be by parties' agreement, express or implied.

It therefore, follows that if the extension of time is issued /granted by the Engineer-in-Charge suo-moto as per provisions of Contract Agreement as per Cl 6.4.1(x) and such extension of time is accepted by the contractor, either expressly or implied by his actions before and subsequent to the date of completion, the extension of time granted by the Engineer-in-Charge is valid.

xiii) It is, therefore, necessary that the Engineer-in-Charge grants extension of time as per provisions of the contract even when the contractor does not apply for extension of time in order to keep the contract alive. If the contractor refuses to act upon the extension so granted by Engineer-in-Charge, it will attract the provisions of appropriate clauses of the agreement.

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

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 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 godown 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 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, 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 in 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 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 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 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 off 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 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 hereinbefore 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 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 relate 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.

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 against Material brought to Site

Secured advance on the security of materials (which are not combustible, fragile or perishable in nature) brought to the site but not yet incorporated in the works will be made up to 75 (seventy-five) per cent of invoice value, or the 75 (seventy-five) per cent of the corresponding value of the materials determined on the basis of BOQ rates, whichever is less, subject to the condition that their quantities are not excessive and shall be used within a period of 90 (ninety) days and subject to other stipulations in the contract. The contractor will be required to submit an indemnity bond as per prescribed Form of the company on non-judicial stamp paper of prescribed value, hypothecating the goods to the procuring entity, and also be responsible for their safe custody. Before the advance is released, the procuring entity may inspect the site to ensure that the Contractor has safeguarded the materials against pilferage and deterioration. It may be ensured that the contractor has not taken any loan/ limit from banks against hypothecation of the materials against which the secured advance is claimed. An undertaking in this regard may also be taken from the contractor.

Generally, as per the provisions of the contracts, the contractors are required to submit proof of cost of materials and the delivery of material at site while claiming such advances. The stock register should be maintained from the commencement of the contract and, unless otherwise prescribed in the contracts, the stock, so considered for advance, should generally be only paid stock (and not brought on credit). Where the materials are supplied from a captive source of the contractor, the reasonableness of the valuation of such materials may be ensured.

The advance will be repaid from each succeeding running bill (periodic/ interim payment) to the extent materials for which advance has been previously paid have been incorporated into the works.

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. In all cases, the repayment of the advance will be affected after expiry of a period of 120 days since payment of advance, whether the material is consumed in the work or not.

Secured advance shall be payable for contracts of value above Rs 1.00 Cr only.

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

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 a two weeks show cause 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.

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.

Or

g) breach of the prohibition against sub-contracting

Or

h) Committed fraud

However, the contractor shall continue to fulfil the contract to the extent not terminated.

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 (except action as per clause 6.1 of GCC) 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 contractor whose contract is terminated shall not be allowed to participate in future bidding for period of minimum twelve months.

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

i) Forfeiture of security deposit comprising of performance guarantee and retention money at the disposal of the employer.

Or

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

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 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.

Note: In this case, the provisions like SPLT (Refer Clause No. 4.01.11 of Part I of MCEW) may be resorted to by CIL/ Subsidiary.

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, 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), Two Engineers (Diploma Holder)
2.	5 Crores to 10 Crores	One Resident Engineer (Graduate/ Diploma Holder), One Engineer (Diploma Holder)
3.	1 Crore to 5 Crores	One Resident Engineer (Graduate/ Diploma Holder)

For works below Rs.1 crore, 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, skillful and orderly men to do the work. The Engineer-in-Charge shall have the right to ask the contractor/ contractors to remove from the work site any men of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within 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 exercise reasonable precautions for the safety of employees in the performance of his/their contract and shall comply with all applicable provisions of the safety laws drawn up by the State 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.

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.

For Capital/ Specialized works with estimated value more than 10 Cr and more, the contractor has to submit project specific monthly progress report of the work in a computerized form (Management Information System Reports– MIS reports). The progress report shall contain the following apart from whatever else may be required to be specified:

- i) Project information, giving the broad features of the contract.
- ii) Introduction, giving a brief scope of the work under the contract and the broad structural or other details.
- iii) Construction schedule of the various components of the work, through a bar chart for the next three quarters for as may be specified, showing the milestones, targeted tasks and up to date progress.
- iv) Progress chart of the various components of the work that are planned and achieved, for the month as well as cumulative up to the month, with reasons for deviations, if any, in a tabular format.
- v) Plant and machinery statement, indicating those deployed in the work, and their working status.
- vi) Man-power statement, indicating individually the names of all the staff deployed in the work along with their designations.
- vii) Financial statement, indicating the broad details of all the running account payments received up to date, such as gross value of work done, advances taken, recoveries effected, amounts withheld, net payments, details of cheque payments received, etc.
- viii) A statement showing the extra and substituted items submitted by the contractor, and the payments received against them, broad details of the bank Guarantees, indicating clearly their validity periods,

broad details of the insurance policies taken by the contractor, if any, the advances received and adjusted from the department, etc.

- ix) Progress photographs, in colour, of the various items/ components of the work done up to date, to indicate visually the actual progress of the work.
- x) Quality assurance and quality control tests conducted during the month, with the results thereof.
- xi) Any hold-up shall be specified.
- xii) Dispute, if any, shall also be highlighted.
- xiii) Monthly or fortnightly progress review by engineer and Procuring Entity with contractor may be necessary to ensure that contractor deploys sufficient resources to meet the deadlines.

ix) All duties, taxes (excluding Goods and Services Tax and GST Compensation Cess (If applicable) only) and other levies, royalty, building and construction workers cess (as applicable in States), whether local, municipal, provincial or central pertaining to the contract payable by the bidder/Contractor under the Contract (during the entire period of 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, 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 thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of 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.

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.

Payable statutory payments like PF & ESI contributions paid to the contract workers as applicable shall be reimbursed to the contractor on production of proof of payment limited to the maximum likely number of workmen to be deployed as indicated in the tender document. Such payments shall be made on quarterly basis and shall not be included in the Contract Value.

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 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 upto 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 installments 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 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 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.

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:

1. The Contractor is responsible to facilitate for obtaining Completion/ Occupancy Certificates/ Clearances and No-Objection-Certificates (NOCs), if applicable, from the local civic authorities, for completed Work and Facilities before handing over the same to 'Procuring Entity' for putting them to functional use.
2. Before the completed work is taken over by CIL/Subsidiary, it must ensure that the Contractor restores to original status - the auxiliary services/ facilities (Roads, Sewerage, utilities, including removal of garbage and debris) affected during the construction process.
3. The Contractor shall hand over to CIL/Subsidiary the completed Work including all Services and Facilities constructed in accordance with the Approved Plans, Specifications fulfilling all agreed techno-functional requirements along with Inventory, As built - Drawings, Maintenance Manual/ Standard Operating Procedure (SOP) for Equipments and Plants, all clearances /Certificates from Statutory Authorities, Local Bodies etc. as directed by EIC before submission of final bill.

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/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, then matter shall be resolved through conciliation.

Conciliation:

The party initiating conciliation shall send a written invitation to the other party to conciliate and proceedings shall commence when the other party accepts the initiations to conciliation. The parties may agree on the name of a sole conciliator or each party may appoint one conciliator. The conciliation shall assist the parties to reach an amicable settlement of their dispute. When the parties sign the settlement agreement, it shall be final and binding on the parties. The conciliator shall authenticate the settlement agreement and furnish a copy thereof to each party.

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

Disputes or differences relating to the interpretation and application of provisions of the commercial contract(s) between CPSEs/ Port Trusts interse and also between CPSEs and Govt. Departments/ organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Department shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) in the department of Public Enterprises. as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

In case of parties other than above 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

(i) Normally, there should not be any scope of dispute between the employer (department) and the contractor after entering into a mutually agreed valid contract. However, due to various unforeseen reasons, disputes may arise during the progress of the contract between the employer (department) and the contractor.

Therefore, the conditions governing the contract shall contain suitable provision for settlement of such disputes / differences binding on both the parties.

(ii) Mode of settlement of such disputes/differences shall be through Arbitration. However, when a dispute/difference arises, then, depending on the position of the case, either the employer (department) or the contractor shall give notice to the other party of its intention to commence arbitration. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015.

(iii) Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued or such other place as the Chairman, CIL / CMD of Subsidiary Company (as the case may be) at his discretion may determine.

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

(v) Legal Advice:

While processing a case for arbitration, the purchase organization is to take legal advice, at appropriate stages from competent authorities viz their Legal Department.

(vi) Following clause shall be included in the General Conditions of the Contract (GCC):

Sole Arbitration Clause:

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 Chairman, CIL/ CMD of Subsidiary Company (as the case may be). The award of the arbitrator shall be final and binding on the parties of this Contract.

(a) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his/her award being set aside by the court for any reason, it shall be lawful for the Chairman, 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 Chairman, 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 or such other place as the Chairman, CIL / CMD of Subsidiary Company (as the case may be) at his discretion may determine.

(vii) Contracts with Partnership firm/ Joint Venture:

A partner is the implied authority to bind the firm in a contract coming in the purview of the usual business of the firm. The implied authority of a partner, however, does not extend to enter into arbitration agreement on behalf of the firm. Therefore, while entering into a contract with partnership firm /Joint Venture care should be taken to obtain consent of all the partners to the arbitration agreement.

A suitable clause for obtaining consent of all the partners to the arbitration agreement shall be included in the General Conditions of the Contract (GCC).

viii) In cases where CIL/ Subsidiary has challenged an arbitral award and as a result, the amount of the arbitral award has not been paid, 75% of the arbitral award (which may include interest up to date of the award) shall be paid by CIL/ Subsidiary to the contractor/ concessionaire against a Bank Guarantee (BG). The BG shall only be for the said 75% of the arbitral award as above and not for the interest which may become payable to CIL/ Subsidiary should the subsequent court order require refund of the said amount.

The payment may be made into a designated Escrow Account with the stipulation that the proceeds will be used first, for payment of lenders' dues, second, for completion of the project and then for completion of other projects of CIL/ Subsidiary as mutually agreed/ decided. Any balance remaining in the escrow account subsequent to settlement of lenders' dues and completion of projects of CIL/ Subsidiary may be allowed to be used by the contractor/ concessionaire with the prior approval of the lead banker and CIL/ Subsidiary. If otherwise eligible and subject to contractual provisions, retention money and other amounts withheld may also be released against BG.

The only circumstances in which such payment need not be made is where the contractor declines, or is unable, to provide the requisite bank guarantee and/or fails to open a escrow account as required. Persons responsible for not adhering to are liable to be held personally accountable for the additional interest arising, in the event of the final court order going against the procuring entity.

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. **Recovery:** In the event of recovery of any claim towards LD Charges, Penalty, fee, fine or any other charges (Except EMD) from the supplier/vendor, the same will be recovered along with the GST (if applicable) 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. **Provision of Electrical License:** 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) 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.

20. Guidelines on Debarment of firms from Bidding-

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

- (i) Observance of Principle of Natural Justice before debarment of firm from Bidding. The bidder/contractor shall not be debarred unless such bidder/contractor has been given a reasonable opportunity to represent against such debarment (including personal hearing, if requested by the bidder/contractor).
- (ii) The terms 'banning of firm', 'Suspension', 'Blacklisting' etc. convey the same meaning as of 'Debarment'.
- (iii) The order of debarment shall indicate the reasons(s) in brief that lead to debarment of the firm.
- (iv) The contracting entity may be debarred from bidding in the following circumstances: -
 - a. Withdrawal of Bid as per relevant provisions of tender document.
 - b. If L-1 Bidder fails to submit PSD, if any and/or fails to execute the contract within stipulated period.
 - c. If L-1 Bidder fails to start the work on scheduled time.
 - d. In case of failure to execute the work as per mutually agreed work schedule.
 - e. Continued and repeated failure to meet contractual Obligations:
 - i. In case of partial failure on performance, agency shall be debarred from future participation in tenders keeping his present contract alive.
 - ii. On termination of contract.
 - f. Willful suppression of facts or furnishing of wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means.
 - g. Formation of price cartels with other contractors with a view to artificially hiking the price.
 - h. 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.
 - i. Contractor fails to use Mobilisation advance (if any) given to him for the purpose it was intended.
 - j. Contractor fails to renew the securities deposited to the department.
 - k. The contractor fails to rectify any lapse(s) in quality of the work done within defect liability period.
 - l. Transgression of any clause(s) relating to Contractor's obligation defined in the Integrity Pact wherever such Pact exists.
 - m. Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.
 - n. If it is determined that the bidder has breached the Code of Integrity for Public Procurement (CIPP) as provided in the tender document.
 - o. False declarations w.r.t Make in India Order.
 - p. In case of supply of sub-standard materials, sub-standard quality of work, non-execution of work, non-supply of materials, failure to abide by bid securing declaration (if any) etc.

q. In case of price cartel, matter shall be reported to the Competition Commission and requesting, inter-alia, to take suitable strong actions against such firms.

(v) Such 'Debarment, if any when effected, shall be with prospective effect only. The effect of 'Debarment' shall be for future tenders from the date of issue of such Order. No contract of any kind whatsoever shall be placed to debarred firm after the issue of a debarment order by DoE/MoC/CIL/Subsidiary (as applicable) if such debarment has been done before the last date of bid submission. Even in the case of risk purchase, no contract should be placed on such debarred firms.

In case, any debarred firms have submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security/ EMD submitted by such debarred firms shall be returned to them.

The contracts concluded i.e. issue of LOA/issue of work order, before the issue of the debarment order shall not be affected by the debarment orders.

(vi) In case CIL is of the view that a particular firm should be banned across all the Ministries/ Departments by debarring the firm from taking part in any bidding procedure floated by the Central Government Ministries/ Departments, CIL may refer the case to MoC with the approval of Chairman, CIL for referring the case DoE with a self-contained note setting out all the facts of the case and the justification for the proposed debarment, along with all the relevant papers and documents.

This shall be done only in those case where debarment has been done across CIL and its Subsidiaries.

(vii) The debarment shall be for a minimum period of one year and shall be effective for the concerned Subsidiary for the tenders invited at Subsidiary level. Similarly, in case of tenders of CIL HQ, debarment shall be for CIL HQ. However, if such 'debarment' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required. The period of debarment shall not exceed 02(Two) years. In case of clause (4)(vi) & (xv) above, period of debarment shall be 02(Two) years.

(viii) Once a contracting entity is debarred, it shall be extended to the constituents of that entity, i.e. partners (jointly and severally) in case of Joint Venture, all the partners(jointly and severally) in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm. The names of partners should be clearly specified in the Debarment Order. If such debarred owner/Proprietor/ Partner make/form different Firms/entity and attempts to participate in tenders, the same shall not be entertained during the currency of such debarment. In case the contracting entity being debarred is a Company then only the Company shall be debarred.

(ix) The above 'Debarment' shall be in addition to other penal provisions of NIT/Contract document.

(x) Debarment in any manner does not impact any other contractual or other legal rights of CIL and/or its Subsidiaries.

(xi) In case of shortage of firms (less than three eligible firms) in a particular group, such debarments may also hurt the interest of CIL and/or its Subsidiaries. In such cases, endeavour should be to pragmatically analyse the circumstances, try to reforms the firm and may get a written commitment from the firm that its performance will improve.

(xii) Approving Authority: The 'Debarment' 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 debarment 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 debarment shall be Director of CIL/Subsidiary Company.

(xiii) An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that period and it shall not be necessary to issue a specific formal order of revocation.

A debarment order may be revoked before the expiry of the Order, by the competent authority, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.

(xiv) Appellate Authority for debarment orders shall be CMD of CIL/ Subsidiary Company. In case the debarment is done with the approval of CMD of the Subsidiary Company then Chairman, CIL shall be Appellate Authority. The appellate authority in case debarment is done with approval of Chairman CIL, shall be CFD of CIL.

(xv) Any change on the above may be done with approval of FDs of CIL.

(xvi) All the orders of debarment or orders passed in appeal shall be marked to GM(CMC) / Civil / concerned HODs of CIL/Subsidiary Company/ Application Admin of e-procurement portal of CIL/Nodal officers of Subsidiaries. Application Admin of e-procurement portal of CIL/Nodal officers of Subsidiaries shall maintain the master data of such banned firms which shall be made available in the public domain (i.e. on the website of CIL/Subsidiaries/ e-Procurement portal of CIL).

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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 10 Cr. Mobilization advance shall be provided in certain specialized and capital intensive works as decided by CIL/subsidiary.
- ii) In the case of turnkey work whose estimated value is Rs 10 Cr and above 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 Rs 10 Cr and above 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 mobilization advance shall be recovered from the bills of the contractor from the 2nd running account bill onwards @ 20% of the advance amount paid. However, the full amount of mobilization advance with interest will be recovered maximum within scheduled date of completion as per agreement.
- 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.
- x) Mobilisation expenditure mentioned herein shall not include the margin money and bank commission, and so on, paid by the contractor for procurement of BGs against performance security and mobilisation advance.

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 as detailed in clause no. 2.6. The Price Variation Clause shall not be applicable for works for which stipulated period of completion is less than one year.
- 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.

L₀ = 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 L₀ 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.

M₀ = 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 :

Vf = Variation in the cost of fuel, oil and lubricants increase 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.

Fo = 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 less than one year.

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 :

SI	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 FOR CONSTRUCTION AND MAINTENANCE OF HAUL ROADS (Not to be included in tender documents of other works)

1. Bill of Quantities

- a. The Bill of Quantities shall contain items for the construction, installation, testing, commissioning, maintenance works (as applicable in the work) and lump sum amount per year for annual routine maintenance for each of the five years separately, to be done by the Contractor.

The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item for the construction of roads. **The payment for routine maintenance of roads to the Contractor is performance based.** For certification of payment for routine maintenance, the engineer shall determine whether the contractor has actually achieved compliance to the Service Quality Level (and other requirements) specified in the Scope of Work, with reference to 100 point (hundred point) Performance Index assigned to various maintenance and the engineer shall certify the amount to be paid to the contractor (refer clause 4 of special terms and conditions).

If contractor has not corrected a Defect pertaining to the Defects Liability Period or not attended maintenance work to the required standard and performance index is equal to or less than 70 points (Seventy points), no payment will be released for that period even if such maintenance is attended in subsequent months. If performance index is 100 points, full payment at the approved rate shall be released. If performance index is between 70 to 100, proportionate payment will be made for the work during the claim period as per the following formulae:-

$$\text{Percentage of total annual payment to be released} = \frac{10 * (\text{Achieved Performance Index} - 70)}{3}$$

No payment shall be made for part maintenance of a road.

Note: The Subsidiaries may add/modify the procedure that it would like to adopt for assessing the performance of the Contractor in execution of works / activities relating to Routine Maintenance for five years post construction. (However, the NIT must contain the specific procedure to decide Performance Index).

- b. For the construction works, the quantities given in the Bill of Quantities are estimated, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued.
- (i) at the rates and prices tendered in the Bill of Quantities in the case of item rate tenders;
(ii) at percentage rate above or below or at par of the Schedule of Rates as tendered by the Contractor.
- c. For the routine maintenance of roads, there shall be a lump sum amount as specified in the contract document for each year of maintenance. This lump sum amount for maintaining the roads in compliance with the conditions mentioned herein after, shall be 2.5% of the contract value for the construction of the roads for the first three years of maintenance & 3 % of the contract value for the construction of the roads for the last two years of maintenance.
- d. The rates quoted by the bidder in the Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out in the Contract.

MAINTENANCE FOR 5 YEARS:

Sl. No	Description of the Work Item	Unit	Amount
1	Repair & maintenance of Haul Road for a period of five years from the date of completion of construction work will include repairing of all components of haul roads like GSB, Base courses, wearing surfaces etc, dressing/repairing of Shoulders, repairing and cleaning of drains & Culverts as & when required and as per instruction of Engineer in Charge with provision of fortnightly joint inspection of the road. Maintenance include removal of coal spillage from Tip- pers/Dumpers from the road surface. However, payment for maintenance works will be restricted to the amount earmarked for each year.		
	a) 1 st Year	Year	2.5% of contract value.
	b) 2 nd Year	Year	2.5% of contract value.
	c) 3 rd Year	Year	2.5% of contract value.
	d) 4 th year	Year	3% of contract value.
	e) 5 th year	Year	3% of contract value.
Total :-			

Note:-

The payment for maintenance works will be restricted to the amount earmarked for each year. This amount for maintaining the roads in compliance with the conditions mentioned herein after, shall be 2.5% of the contract value for the construction of the roads for the first three years of maintenance & 3 % of the contract value for the construction of the roads for the last two years of maintenance.

2. Quality Control

2.1 Identifying Defects

The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

2.2 Tests

The Contractor shall be solely responsible for:

- (a) Carrying out the mandatory tests prescribed in the MORTHS Specifications and
- (b) For the correctness of the test results, whether preformed in his laboratory or elsewhere.

If the Engineer instructs the Contractor to carry out a test not specified in the Specifications to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. The remaining provisions regarding Tests shall be in accordance with the clause 8 of the General Terms & Conditions.

2.3 Correction of Defects noticed during the Defects Liability Period and Routine Maintenance of Roads for five years.

The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins from the Completion date of the Contract (The contract period shall be the sum of the construction period and five years of maintenance period).

Every time, notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice.

The Contractor shall do the routine maintenance of roads will include repairing of all components of haul roads like GSB, Base courses, wearing surfaces etc., dressing/repairing of Shoulders, repairing and cleaning of drains & Culverts as & when required and keep the entire road surface and structure in Defect free condition during the entire maintenance period which begins from the completion date of haul road construction and ends after five years.

The routine maintenance standards shall meet the following minimum requirements:-

- (i) Potholes on the road surface to be repaired soon after these appear or brought to his notice either during the Contractor's fortnightly inspection or by the Engineer.
- (ii) Addressing defects in the base course with required grading and other specifications.
- (iii) Any damage in the sub base course will be corrected.
- (iv) Road shoulders to be maintained in proper condition to make them free from excessive edge drop offs, roughness, scouring or potholes.
- (v) Cleaning of surface drains including reshaping to maintain free flow of water.
- (vi) Cleaning of culverts and pits for free flow of water.
- (vii) Any other maintenance operation required to keep the road traffic worthy at all times during the maintenance period.

To fulfil the objectives laid down above, the Contractor shall undertake detailed inspection of the roads fortnightly. The Engineer can increase this frequency in case of emergency. The Contractor shall forward to the Engineer the record of inspection and rectification fortnightly. The Contractor shall pay particular attention on those road sections which are likely to be damaged or inundated during rainy season.

The Engineer may issue notice to the Contractor to carry out maintenance of defects, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects within the period specified in the notice and submit to the Engineer a compliance report.

2.4 Uncorrected Defects

If the Contractor has not corrected a Defect pertaining to the Defects Liability Period or not attended maintenance to the satisfaction of the Engineer within the time specified in the Engineer's notice, action under will be taken and the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount along with additional 20% amount as penalty.

3. Routine Maintenance during five years after the completion date is defined as follows:

Maintenance operations during the period of 5 years shall be based on Maintenance schedule as per the existing Guidelines for Design, Construction & Maintenance of Haul Roads.

4. Routine Maintenance Activities and their frequency with performance index –

S. No.	Name of Item/Activity	Frequency of operations in the year	Performance Index
1	Special maintenance of haul roads before each monsoon and restoration of rain cuts, Shoulders, berms, cross drainage works during & after rain as per the Specifications.	Before monsoon and once generally after rains or as and when required.	25

2	Regularly maintaining the various structural aspects of haul roads e.g. Sub-Base course, Base course or WBM/WMM etc. and also maintaining the various geometrical parameters of haul roads as per the required specifications.	As and when required	30
3	Making up of shoulders as per the required specifications.	As and when required	10
4	Maintenance of drains as per the Specifications.	As and when required	5
5	Maintenance of culverts, Cross drainage works and Parapet walls as per clause the Specifications.	As and when required	10
6	Removal of coal/spillage of HEMMs & cleaning of Haul Roads, Cutting/trimming and cleaning of shrubs, trees, weeds etc.	As and when required	15
7	Maintenance of road signs as per the Specifications.	As and when required	5

5. The payment to the Contractor will be as follows for routine maintenance:

- The Contractor shall submit to the Engineer in charge a bill every quarter (three months) for the routine maintenance of the roads from the date the maintenance period starts i.e. from completion date of construction work of Haul Road. It will be supported with a copy of the record of the Contractor's fortnightly inspection and other instructions received from the Engineer.
- The payment will be made quarterly for the bills received and as certified by the Engineer based on performance by the Contractor.
- If the Engineer has not certified that the Contractor has carried out the maintenance work for defects brought to his notice within specified period, no payment will become due to the Contractor for that quarter.
- If the Contractor has failed to carry out the maintenance within the period specified by the Engineer, no payment of any kind will be due to the Contractor for that quarter.

6. Security Deposit:

6.1 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.

6.2 Performance Security should be 5% of total contract amount (Construction and maintenance work of five years). All Performance Security should be submitted within 21 days of issuance of LOA in any of the form given below:

- a Bank Guarantee in the form given in the bid document from any Scheduled Commercial 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.
- Payment through NEFT/RTGS in the designated account of CIL/Subsidiary as indicated in the LOA/WO.



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

BG of scheduled commercial bank located in India and acceptable to the company should only be accepted. Thus, any BG issued by foreign bank from outside India shall not be accepted.

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 "_____" shall be in paper form (Stamp Paper) as well as issued under "Structured Financial Messaging System". Issuing Bank should send the underlying con- firmation 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 mes- sage will be sent to the beneficiary bank through SFMS. The details of beneficiary Bank for issue of BG through SFMS Platform is furnished below:-

Name of Bank: _____
Branch: _____
IFSC Code: _____
Account No. _____
Customer ID: _____

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 and Additional Performance Security, if any, within the stipulated time then the award of work may be cancelled with forfeiture of the bid security/earnest money.

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

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

6.3 All running on account bills/ final bill (for construction as well as maintenance) 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. 25 lakhs subject to the condition that amount of any Bank Guarantee except last one, shall not be less Rs. 25 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 Commercial Banks as elaborated at Clause 6.2.

The Defect Liability Period shall be six month or one monsoon period whichever is more after the completion of contract i.e. Construction and maintenance both.

6.4 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.

6.5 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.

50% of the Security Deposit (i.e. 5% of the contract value) shall be refunded after three years of completion of construction work and the rest 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.

b) 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 should be rectified to the satisfaction of Engineer-in-Charge.

6.6 Consideration of Abnormally Low Bids

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

However, it has been provided that in case of compelling circumstances where to ask for Additional Security Deposit Bank Guarantee (BG) in case of ALBs, the same should be taken only with the approval of the next higher authority to the authority competent to finalize the tender

7. Maintenance of Haul Roads:-

Road profiles are to be maintained at or near to the original design profile. This includes maintaining the drainage systems, various component of road pavement, the road delineation and signage and the design parameters. Some of the basic maintenance requirements are:

- Scarify soft spots
- Remove wet spots and backfill
- Maintain good drainage
- Top up the running surface material
- Removing of spillage material. This will help prevent contamination to the surface running material.
- Maintain the Camber and super elevation profile.
- Adequate water is to be applied during any maintenance grading.
- Regularly scarify areas that show signs of laminations.

7.1 Watering Roads

At mines environmental concerns are high on the list of priorities in any area of the operation. Dust is a concern at site particularly in winter when conditions are very dry. Excessive dust is also a safety issue

because it is a visibility hazard, and can put stress on machinery by clogging air filters, brakes and other moving parts. Watering the haul roads counters these dust problems by controlling the amount of dust in the air.

But overwatering can create its own problems as road surfaces can become very slippery paving the way for road degradation and loss traction for mine vehicles. Road watering procedures need to be developed at mining operations to ensure that dust levels are kept down and watering is not excessive. Haul roads are intermittently watered to provide dry braking areas for trucks on the downside of ramps and to ensure that the upside is not over-watered. Pit floors and loading areas are watered to suppress dust during loading cycles. Haul roads are watered so that they are damp, not wet, and on corners watering is lighter so that vehicular control is maintained.

7.2 Grading Roads

Grading is a major component of any haul road maintenance system. Cleaning up of spilled materials and maintaining the drainage system, the road design parameters, and the road bases all rely on the operation of a grader.

The final level of road after construction should be the benchmark to calculate loss of metal and to replenish at regular interval after loss reaches to a specified limit. Levelling shall be done quarterly if the loss of thickness is equal to or greater than 75 mm.

Grading is the main approach to preserving the good working order of the drainage system at mines. Grading is a particularly important process during the wet season because it helps diminish the effects of wet weather. Immediately after rain, graders must clean up road surfaces by grading out scours and filling in ruts and pools of water. This prevents trucks hauling on slippery pavements and stops them churning up the road surface with their tyres.

When the road pavement reaches a thickness that can no longer support vehicles, resheeting is required. Fresh surface materials are laid and then compacted by heavy rubber-tyred machinery.

At times, more serious road maintenance is required. When the road surface is corrugated or contains hollows or potholes, repairs may consist of loosening the existing surface and reshaping it. As long as the surface is of sufficient thickness, it can be ripped with grader tynes and then reshaped and compacted. If the surface layer is not thick enough, fresh materials are brought in. Depressions in the road that grading cannot sufficiently mend, are lightly scarified and filled with material similar to the surrounding surface material. To restore areas affected by large potholes cause by weaknesses in the pavement or subgrade, damaged areas need to be excavated and then filled with material similar to that of the surrounding surface.

Grading should be performed when the roads are damp so no loose material is lost due to wind or traffic. Another advantage of this is that damp materials fill all low spots and hollows and can be easily compacted by passing traffic.

7.3 Material Spillage

Spillage of material from Dumpers is a common occurrence and is particularly prevalent on corners and switchbacks. If spillage is not prevented or is not cleaned up, bumps and irregularities in the road surface will be allowed to develop.

Spillage can be prevented in the design stage through good design of corners incorporating super-elevation and adequate turning radius. However, if spillage does occur a grader should be used to clear spills, and to fill and smooth any depressions that spilled material creates. Care must be taken not to clear this material into drains or to disrupt safety berms. Accumulated material from this maintenance procedure should be removed.



Spillage on haul roads and clean up around excavators and shovels is usually carried out with a rubber-tired dozer.

7.4 Maintenance of Drains

Roadside drains and culverts need to be kept clear of obstructions to prevent overflowing in heavy rainfall leading to damage to road pavements or saturation of the sub-bases. Inspection of these facilities and action to clear the drains if need be, is required on a regular basis.

Drains are usually located alongside the majority of roads and are a key component of the drainage system. These drains are essential to maintain the integrity of the haul roads, thus must be kept in good condition to protect the roads.

Drains often have a large amount of water to accommodate, particularly during the wet season, and at times, the flow of water can be considerable. This can cause scouring and loss of condition of the drain lining.

Frequent maintenance of these drains is required. Grading the drains to remove debris and fines, which may hinder flow, and also to restore the design geometry is a mandatory procedure. Any scouring of these drains needs to be considered and in problem areas, drains may need to be lined with rock or another durable, non- weatherable material.

7.5 Maintenance of Signs

Traffic signs are an integral part of the safety scheme at any mine. Road signs need to be unambiguous and obvious to drivers in all conditions. It is important to keep signage clean so they are clearly readable at all times. Signs should be washed after periods of rain to ensure that they remain clear and free build-up of dirt and spray.

Washing down signs regularly prevents any build-up obscuring the sign and ensures that the reflective qualities that are important at night, are preserved. Damaged or ineffective signs need to be replaced and inappropriate or out-of-date signs need to be removed. All road signage needs to be closely monitored to make sure that it is as effective as possible and promotes optimum safety.

SAFETY CODE.

The Contractor must ensure safety of workmen as well as safety for the general public during construction in and around work-site. The contractor must follow the laws, codes and standards laid down in this regard. The workmen must be trained and provided protective gear, life-saving equipment and appropriate tools for their jobs. Special precautions must be used if hazardous chemicals are used or stored at workplace (lead, silica, asbestos and wood/stone that will be cut and generate dust, construction materials containing zinc, cadmium, beryllium and mercury). Besides protection from noise and environmental pollution, public must also be safeguarded from falling through dug-up area, electrocution, flooding, falling objects, bridge-span dropping/ failures, crane falling/ overturning and damage to building from vibrations/ cave-ins from construction activities. Engineer must ensure that contractor does not adopt any short-cut in this regard. Appointment of site safety engineer by the contractor is a mandatory requirement (in case estimated cost is Rs 100 Cr or more). In tenders with estimated cost is less than Rs 100 Cr, site in-charge of the contractor will also act as safety engineer. In case estimated cost of Rs 100 Cr or more, the engineer shall engage safety experts to carry out frequent safety audits and mandate correct measures.

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,
 - i. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - ii. 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.
 - iii. 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 condoned of 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 equipments 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 CPD website.

However, the specification of CPWD conforming to the adopted DSR/SOR of CIL/Subsidiary shall be adopted.

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	2020
VI	Heating, Ventilation And Air Conditioning Works	2017

However, the specification of CPWD conforming to the adopted DSR/SOR of CIL/Subsidiary shall be adopted.

***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.)

However, the specification of MORTH conforming to the adopted DSR/SOR of CIL/Subsidiary may be adopted.

*Delete if not applicable

ANNEXURES.



To be Submitted by Bidder on Non-Judicial Stamp Paper of Rs. 10/- duly attested by Notary Public.

FORM FOR GUARANTEE BOND FOR ANTI-TERMITE TREATMENT

THIS AGREEMENT made this day of Two thousand..... between M/s..... (hereinafter called the guarantor of the one part and M/s..... Limited, hereinafter called the Limited hereinafter called the OWNER of the other part.

Whereas the agreement is supplementary to the contract hereinafter called the contract dated made between the guarantor of the one part and Limited, of the other part whereby the contractor inter-alia, undertook to render the buildings and structures in the said contract recited, completed, termite proof. And whereas the guarantor agreed to give a guarantee to the effect that the said structure will remain termite proof for TEN YEARS to be reckoned from the date after the maintenance period prescribed in the contract expires.

During this period of guarantee the guarantor shall make good all defects and for that matter shall replace at his risk and cost such wooden member as may be damaged by termite and in case of any other defect being found, he shall render the building termite proof at his cost to the satisfaction of the Engineer-in-charge and shall commence the works of such rectification within seven days from date of issuing notice from the Engineer-in-charge calling upon him to rectify the defects, failing which the work shall be got done by Limited / OWNER by some other contractor at the guarantor's cost and risk and in the later case the decision of the Engineer-in-charge as to the cost recoverable from the guarantor shall be final and binding.

That if the Guarantor fails to execute the Anti-Termite treatment or commits breaches hereunder then the Guarantor will indemnify Limited against all losses damages, cost expenses or otherwise which may be incurred by him by reasons of any default on the part of the guarantor in performance and observance of this supplemental Agreement. As to the amount of loss and or damage and / or cost incurred by Limited / OWNER decision of the Engineer-in-charge will be final and binding on the parties.

In witness where of these presents have been executed by the Guarantor and by for and on behalf of Limited on the day of 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.



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 ofTwo 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.

- 1. 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.
2. 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.
3. 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 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.

**PROFORMA FOR EXECUTION OF AGREEMENT.**

(Specimen to be vetted by Legal Department))

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 deposited a sum of Rs..... as Earnest Money 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 B.G./NEFT/RTGS *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 (2ndpart of security deposit) to make the total Security as 10%(ten percent) of contract value, 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 Srion behalf of Signature
(Name of Company) in presence of -

1. Name : Signature
2. Address: .



**WORK ORDER
(Specimen Form Contents)**

..... COALFIELDS LTD
(A subsidiary of Coal India Limited)
Office of the
Address.....

Ref. No:.....

Date:

To
M/s

Dear Sir,

Sub : Work Order for

Ref. i) Your offer opened on.....in response to Quotation/Bid Notice
No.....

- ii) Your Negotiation letter No..... (if any).
- iii) LOA No..... (if any)

1. Pursuant to the above Quotation/Bid Notice, Quotation/Bids were invited for the above-mentioned work and were opened on..... in the presence of intending Quotationer/Bidders or their representatives and you had submitted a Quotation/Bid in response to the aforesaid Quotation/Bid Notice as per the terms and conditions stipulated for submission of Quotation/Bid which shall form part of this Work Order.
2. The management of Coalfields Ltd. having decided to award the work in your favour, the work is awarded to you for a period ofdays/ months at a cost of Rs.....

Work Description: Name of Work with location.

Enclose Bill of Quantities duly filled in as per accepted bid/quotation along with scope of work and notice.

The above work is awarded to you on the following terms and conditions:-

a) The date of start of work shall be 10th day of issue of letter of acceptance/work order.

b) Security Deposit:

Performance Security Deposit @ 5% will have to be deposited by you within 21 days of issue of LOA/work order. You have already deposited a sum of Rs..... as earnest money, which shall be converted into performance security and as such, the balance amount of Rs.....is to be deposited in shape of BG/NEFT/RTGS/other forms in favour of Coalfields Ltd on any Scheduled Commercial Bank payable at its Branch at.....

Retention Money will be deducted at 5% from your running bills. Total of performance security and Retention Money should not exceed 10% of awarded value/ revised completion value.

The performance security deposit shall be refunded after successful completion of the work and ssue of Defect Liability Certificate (taking over certificate with a list of defects.)

The retention money will be refunded after expiry of Defect Liability Period, issue of 'No-defect' Certificate and payment of final bill.

However, for building or other similar nature of works, where defects such as leakages in roof and dampness in walls can be noticed, the retention money shall be refunded after 6(six) months or at the end of one full monsoon period, whichever is later.

However, for maintenance works, where work is of such nature that there is no question of defect, the retention money will be refunded after completion of work along with refund of performance security. The security deposit shall bear no interest.

c) Payment of Bills

Monthly running account bills shall be paid based on measurement of work recorded by the official authorized by the department for this purpose.

Note: Further statutory deductions as per norms shall be effected.

d) Statutory Obligations - on Contractor's Account

The contractor shall maintain all records as per the provision made in various statutes including contract/labour regulation and abolition act and pay minimum wages to the labourer engaged by him 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 company does not undertake any responsibility for supply of any material and tools and plants. The contractor shall arrange all material, tools and plants and labour required for the work.

e) Penal Clauses/ Recovery of Damages.

The work shall be started within 10 days of issue of Letter of Acceptance/Work order or 7th day of handing over of the site whichever is earlier. The work shall be completed within.....months/days as specified in quotation/bid notice.

In case of failure to complete the work on or before the scheduled date of completion, compensation shall be payable @ 0.5% of contract price/revised contract price whichever is less per week of delay. The total value of such compensation shall not exceed 10% of awarded value/revised completion value whichever is lower.

In case of failure to start the work within 10 days of issue of LOA/work order, the company shall be at liberty by giving 10 days notice in writing to start the work, failing which to forfeit the earnest money deposited by you and to rescind the LOA/work order. Additionally you will be debarred from participating in future tenders for period of 1(one) year.

f) Change in Scope/ Nature of Work During Progress of Work

In case of any change/deviation in quantity and items of the work during its progress, the contractor is to inform the management immediately and act as per the direction of the management.

g) Termination/ Cessation of Work with Notice

The management reserves the right to terminate the contract under the following specific conditions/ circumstances:

- a. Unsatisfactory performance of the contracted work
- b. Involvement in action causing breach of peace and discipline within the company/area premises.



- c. Failure to comply with the general terms and conditions of MCEW which is integral part of the work order.
- d. Moral turpitude
- e. Violation of the provisions under various laws and awards in force from time to time as are applicable to the work
- f. Any action on the part of the contractor which in the opinion of the management is detrimental to the interest of the company.

h) Payment of Government Dues Connected with the Work

The contractor is required to make timely payment of government dues which he is under legal obligation to pay to state government or any other legal authority every month.

i) Contractor's Representation at Site.

The contractor shall depute himself /his agent/ representative at the work site during the period of contract. Intimation in this regard be submitted to the department. The contractor/agent/representative shall receive instruction from the department.

In addition to all the above terms and conditions, the award shall be guided by standard General Terms and Conditions as per provision of MCEW (as enclosed) that are integral part of the work order-cum-agreement.

The work order is being issued to you in duplicate. Please return the duplicate copy duly signed on all pages, as a token of your acceptance which shall be treated as an agreement between you and company.

Yours faithfully,

Designation

NOTES :

1. Draft Work Order is only a specimen form content.
2. Additional clauses e.g. Penal clauses/ recovery of damages, termination clauses, etc. may be inserted according to the requirement in a particular case.
3. This draft is applicable for works where agreement is not likely to be executed.
4. For works where separate agreement shall be executed this draft may be considered as broad guidelines with suitable modifications / adjustment.

Annexure-5**PRE-CONTRACT INTEGRITY PACT****General**

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

WHEREAS the BUYER proposes to procure(Name of the Work/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 work/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 demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(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 Debarment of firms from Bidding ".

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 -----

Place -----

Date -----

Date -----

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Guidelines for Indian Agents for Foreign supplier (Part of Integrity Pact)

1. Authorized Indian Agent of a foreign manufacturer or indigenous manufacturer is also eligible to quote on behalf of its principal against the tender, in case manufacturer as a matter of corporate policy does not quote directly. However, in such case, authorized Indian Agent shall have to upload scanned copy of tender specific Manufacturer's Authorization, signed and stamped by the manufacturer to quote against the CIL Tender, indicating the Tender Reference No. and date along with the offer. The authorized Indian Agent is to upload scanned copies of details in respect of its organization along with the copies of document like certificate of incorporation / registration etc. alongwith the offer. The firm (Indian Agent) should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent.

In case an Indian Agent is participating in a tender on behalf of one manufacturer, it is not allowed to participate / quote on behalf of another manufacturer in this tender or in a parallel tender for the same item. Further, in a tender, either manufacturer can quote or its authorized Indian Agent can quote but both are not allowed to participate/ quote in the same tender. Also, one manufacturer can authorise only one agent to quote in the same tender. All the bids, not quoted as per the above guidelines, will be rejected.

2. The Foreign manufacturer must indicate the name & address of its agent in India. It should also indicate the commission payable to them and the specific services rendered by them. The Indian Agency commission will be payable only on FOB prices of goods and it should be quoted as a percentage of the FOB price. In case, the foreign manufacturer does not have any Indian Agent, it should be clearly mentioned in the bid. In terms of Integrity Pact, the Bidder has also to disclose all payments to agents, brokers or any other intermediaries. The amount of agency commission payable to Indian Agent should not exceed 5% or what is specified in agency agreement, whichever is lower.

3. In addition to above A certificate that no commission is payable by the principal supplier to any agent, broker or any other intermediary against this contract other than percentage as indicated in BOQ (not exciding 5% of FOB) of FOB value of the contract to Indian Agent. This certificate forms a part of letter of credit.

4. The payment of Indian Agency Commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency commission if any, payable shall have to be mentioned in the offer by the foreign manufacturer.

The following documents shall be submitted by the Bidder in case of contract with foreign principals involving Indian agents:

a. Foreign principal's pro-forma invoice or any other authentic document indicating the commission payable to the Indian agent, nature of after sales service to be rendered by the Indian Agent and the precise relationship between the Principal and the Agent and their mutual interest

b. Copy of the agency agreement if any with the foreign principal stating the precise relationship between them and their mutual interest in the business.

However, if all the details given in Para – (i) are complied with, the requirement of submission of document mentioned at Para – (ii) may be waived.

5. Agency commission, if any, shall be paid in equivalent Indian Rupees.

Code of Integrity for Public Procurement (CIPP):

1. Introduction

Public procurement is perceived to be prone to corruption and ethical risks. To mitigate this, the officials of Procuring Entities involved in procurement and the bidders/ contractors must abide by the following Code of Integrity for Public Procurement (CIPP). All Procuring Officials shall give an undertaking to abide by the Code of Integrity of Public Procurement (CIPP) in ERP while processing PR in SAP ERP. The undertaking shall be put in format of PR itself in ERP. However, if estimate is processed outside ERP then separate undertaking in this regards shall be given by all procuring officials. The bidders/ contractors should be asked to sign a declaration about abiding by a Code of Integrity for Public Procurement (including sub-contractors engaged by them) during submission of bid, with a warning that, in case of any transgression of this code, it would be liable for punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

2. Code of Integrity for Public Procurement

Procuring authorities as well as bidders, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- i) **“Corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) **“Anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv) **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) **“Conflict of interest”**:-Participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain.
- vi) **“Obstructive practice”**: materially impede the procuring entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity’s rights of audit or access to information;

3. Obligations for Proactive Disclosures

- i) Procuring authorities as well as bidders, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declares any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.

iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest may be evaluated and mitigation steps, if possible, may be taken by the procuring entity. Similarly voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder's actions in the tender and subsequent contract.

4. Punitive Provisions

Without prejudice to and in addition to the rights of the procuring entity to other penal provisions as per the bid documents or contract, if the procuring entity comes to a conclusion that a (prospective) bidder/ contractor directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the procuring entity may take appropriate measures including one or more of the following:

- i) If his bids are under consideration in any procurement
 - a) Forfeiture or encashment of bid security;
 - b) calling off of any pre-contract negotiations; and
 - c) rejection and exclusion of the bidder from the procurement process
- ii) If a contract has already been awarded
 - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 - b) Forfeiture or encashment of any other security or bond relating to the procurement;
 - c) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;
- iii) Provisions in addition to above:
 - a) banning/ debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;
 - b) In case of anti-competitive practices, information for further processing may be filed under a signature of concerned Director of CIL/Subsidiary, with the Competition Commission of India.
 - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.