

INSTRUCTIONS TO BIDDERS

1. SCOPE OF BIDDER

1.1 The Bharat Coking Coal Limited (referred to as Employer in these documents) invites bids for the works as mentioned in the Notice Inviting Tenders (NIT). The Bidders should submit Bid for the whole work mentioned in the NIT.

1.2 The successful Bidder will be expected to complete the Work by the intended Completion period specified in the Tender document.

2. ELIGIBLE BIDDERS

2.1 The Invitation for Bid is open to all Bidders including an individual, proprietorship firm, partnership firm, company registered under Companies Act or a joint venture. The bidders shall be eligible to participate only if they fulfill the eligibility criteria specified in e-tender Notice. In a tender, a Bidder shall participate in one bid only.

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

Joint Venture details:

Name of all Members of a JV (not more than 3):

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

Joint Venture must comply the following requirements:

i) The qualifying criteria parameter e.g. experience, financial resources (of the relevant period) and the equipment/fleet strength of the individual partners of the JV will be added together and the total criteria should not be less than as spelt out in qualifying/eligibility criteria as specified in e-tender Notice. However, the required Working Capital shall be met by individual members of JV as spelt out in the relevant clause.

ii) The formation of JV or change in the JV character/ member after submission of the bid and any change in the bidding regarding JV will not be permitted.

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

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

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

vi) One of the members shall be nominated as 'In-charge' of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the members.

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

viii) The contract agreement should be signed by each JV members. Subsequent declarations/letters/documents shall be signed by lead member authorized to sign on behalf of the JV or authorized signatory on behalf of JV.

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

x) An entity can be a member in only one JV. Bid submitted by JVs including the same entity as member will be rejected.

xi) The JV agreement may specify the share of each individual member for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to that extent to individual member for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.

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

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

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

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

xiv) JV shall open a bank account in the name of JV and all payments due to the JV shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN, GST registration etc. shall be submitted by JV before making any payment.

xv) The JV must enroll in the e-Procurement portal with the name of the firm as appearing in the JV agreement.

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

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

2.4 Procurement from Micro and Small Enterprises (MSEs) shall be applicable for Service Tenders in accordance to the notification of Govt of India (GoI) and including its amendment(s) as notified by GoI from time to time.

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

3. ELIGIBILITY CRITERIA OF THE BIDDER

3.1 Eligibility criteria to qualify for award of the contract –

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.

(Similar nature of work shall mean: Loading and / or Transportation of coal, / Excavation and / or Transportation of Coal / Overburden/ Shale/Extraneous materials/Sand/ Ore / Minerals etc. by mechanized means or Crushing of Coal or any other minerals by crusher.)

Note: Crushing experience shall be considered as work experience when the tendered work includes item of crushing through hired mobile crusher or maintenance of feeder breaker for crushing of coal.)

"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 5% for each completed year (total number of days/365) after the end date of experience till the last day of month previous to one in which e-Tender has been invited.

[In case of JV, Work Experience shall be met collectively by all the members.]

Note:

In case the bidder is not a prime contractor but a sub-contractor, the bidder experience as sub-contractor will be taken into account if the original contract in support of qualification has a provision of such sub-contract.

Information to be furnished online:

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

Note:

- a. The work experience furnished by the bidder should be inclusive of GST/Service tax.
- b. The work experience furnished by the bidder must contain the postal address, contact no., E-mail id etc. of the issuing authorities. In case the work certificate doesn't contain the contact detail of the issuing authority, the bidder may submit an undertaking containing the postal address, contact no., E-mail id etc. of the issuing authorities. This will be considered as the part of the work experience.

Supporting Documents to be uploaded online:

Work Experience (includes completed / ongoing) Certificate issued by the employer against the experience of similar work containing all the information as sought on-line.

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

- b. **Working Capital:** Evidence of possessing adequate working capital (at least 20% of the "Annualized Estimated cost or Estimated cost 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. [In case of JV, the lead member shall have to possess at least 50% share and all other members shall have to possess at least 25% share in the Working Capital].

Information to be furnished online:

- i. Amount of available working capital inclusive of lines of credit and availability of other financial resources
- ii. Date on which the bidder possesses the required working capital
- iii. Name of the Chartered Accountant (CA)
- iv. Membership Number of CA who certifies the bidder's working capital on a particular date.
- v. Date of Issue of Certificate

In case the bidder is a Joint Venture, the working capital of the individual partners of the JV will be added together.

Supporting Documents to be uploaded online:

Certificate with UDIN of Working Capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by bidder on- line.

c. Fleet Requirement: The Bidder is required to accept unconditionally in GTE (General Technical Evaluation) as an undertaking in the prescribed format to deploy matching equipment/tippers/pay loaders as per NIT either owned or hired.

Information to be furnished online:

Confirmation in the form of YES/NO regarding acceptance to deploy matching equipment/tippers/pay loaders as per NIT either owned or hired.

d. PAN Card: 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).

Information to be furnished online:

In respect of the above eligibility criteria the Bidders are required to furnish the confirmation of possessing the Permanent Account Number (PAN), in the form of Yes/No.

Supporting Documents to be uploaded online (Bidder Space/My Document):

Scanned copy of PAN card issued by Income Tax department, Govt. of India.

Note: In case of JV, each Indian member of JV should possess PAN and each foreign member should possess Verifiable Tax Residency Certificate of respective country or JV itself should possess PAN.

e. GST Registration (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 during bid submission as per above.

Information to be furnished online:

1. Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT with respect to GST status of the bidder.
2. Status of the Bidder in the BOQ excel sheet being uploaded by the Bidder during bid submission as per above.

Supporting Documents to be uploaded online (Bidder Space/My Document):

The following documents depending upon the status with respect to GST as declared by Bidder in the BOQ sheet:

- a) Status: GST registered Bidder under regular scheme
Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.
- b) GST Registered Bidder under composition scheme
Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.
- c) Status: GST unregistered bidder:
Document: A Certificate with UDIN from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder in compliance with the relevant GST rules of India.

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

Note:

1. If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST registration as per GST Act and rules.
2. During evaluation of GST Registered Bidders the confirmation of their status shall be verified from the relevant Govt website

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

Supporting Documents to be uploaded online:

1. Affidavit or any other document to prove Proprietorship/Individual status of the Bidder.
2. Partnership deed containing name of partners.
3. Memorandum & Article of Association with certificate of incorporation containing name of Bidder.
4. i) Joint Venture agreement as per the format given in **Annexure-II** of the bid document.
ii) The document(s) regarding legal status of all the individual partners of JV as mentioned in Sl. No.1 or 2 or 3 above, as applicable and
iii) Authorization to all the signatories of JV agreement by the respective partners of JV either in the form of Power of Attorney or any sort of legally acceptable document as applicable.

- g. Digital Signature Certificate (DSC):** The Bidders have to get themselves registered online on the e-Procurement portal of CIL (<https://coalindiatenders.gov.in>) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The registration should be in the name of Bidder, whereas DSC holder may be either Bidder himself or his duly authorized person.

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

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

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

j. Restrictions on Public Procurement from certain countries: The Undertaking of the Bidder regarding compliance to order No.F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries will be given in the tender document. The Bidders have to accept unconditionally this condition in GTE (General Technical Evaluation) at the time of bid submission. This online acceptance during bidding through GTE shall be construed as acceptance of the Bidder for fulfilment of the requirements towards eligibility under this provision.

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

l. 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.

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

3.2 Even though the bidders meet the above eligibility criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.

3.3 If the bidder is subsidiary of a company, the experience and resources of the holding company or its other subsidiaries will not be taken into account. However, if the bidder is a holding company, the experience and resources of its wholly owned subsidiaries will be taken into consideration.

Note: The documents to be furnished by the Bidder to prove that he is satisfying the eligibility 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 credentials 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.

4.2 Conflict of Interest.

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

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

The Bidders shall comply the above provision of "Conflict of Interest" and submit an undertaking with respect to Clause No. 4.2 (d) & 4.2 (e) in GTE.

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

5. COST OF BIDDING

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

6. SITE VISIT

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

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

7. CONTENT OF BIDDING DOCUMENTS

The set of bidding documents comprises the documents listed below as issued online by the Employer and addenda issued in accordance with Clause 9:

- i) Notice Inviting Tender.
- ii) Instructions to Bidders.
- iii) Conditions of Contract (General Terms & Conditions, Special Terms and conditions, special notes & additional terms & conditions, Vocational training and safety norms etc.)
- iv) Scope of work/Bill of Quantities.
- v) Various Forms of Securities, Affidavits, form of Article of Agreement.
- vi) Pre-contract Integrity Pact.
- vii) User Portal Agreement.
- viii) Proforma for e-Mandate.

- ix) Guidelines of banning of business.
- x) Other documents, if required.

8. CLARIFICATION OF BIDDING DOCUMENTS

8.1 Pre-bid meeting - DELETED

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

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

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

9. CORRIGENDUM TO NIT

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

10. LANGUAGE OF BID

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

11. BID PRICES

11.1 The Bidders shall offer for the whole Works as described in Sub-Clause 1.1, based on the Bill of Quantities. Based on priced bill of quantities submitted by the Bidder, the Employer reserves the right to allot whole or part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.

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

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

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

However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed

by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

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

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

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

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

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

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

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

12. CURRENCIES OF BID AND PAYMENT

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

13. BID VALIDITY

13.1 Bid shall remain valid for a period not less than 120 days after the deadline for bid submission specified in Clause 16.

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

14. BID SECURITY/EARNEST MONEY DEPOSIT

14.1 The bidder shall furnish, as part of his bid, a Bid Security/Earnest Money of the amount as shown in Notice Inviting Tender and in the form as detailed below:

The Bidder will have to make the payment of EMD through ONLINE mode only. No Offline mode of Payment of EMD/Bid security shall be applicable and acceptable.

In online mode the Bidder can make payment of EMD either through net-banking from designated Banks/s or through NEFT/RTGS from any scheduled Bank. In case of payment through net-banking the money will be transferred to CIL/ Subsidiary designated Account. In case of payment through NEFT/RTGS the Bidder will have to make payment as per the Challan generated by system on e-Procurement portal. Bidder will be allowed by the system to submit the bid only when the EMD is successfully received in CIL/Subsidiary designated account and the information flows from Bank's Server to e-Procurement portal. The Earnest Money/ bid security for the unsuccessful Bidder shall be refundable as promptly as possible. The EMD shall bear no interest. No Bid will be accepted unless accompanied by requisite Bid Security/ Earnest Money Deposit as stated above.

14.2 Any Bid not accompanied by an acceptable Bid Security/EMD shall be rejected by the employer as non-responsive unless otherwise exempted in the Bid document.

14.3 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).

14.4 The Bid Security / EMD of successful bidder may be retained and adjusted with performance security / security deposit at bidder's option.

14.5 The Bid Security/Earnest Money may be forfeited:

- a. if the Bidder withdraws the Bid after 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 furnish the required Performance Security Deposit/ Additional Performance Security if any;

Additionally, the Company shall debar such defaulting Contractor from participating in future bids for a minimum period of 12(twelve) months.

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

14.7 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.

14.8 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, if required, Tender Inviting Authority will obtain the Mandate Form from the Bidder.

14.9 In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.

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.

15. SIGNING AND SUBMISSION OF BID

a. In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal (<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.

b. The Bidder will submit their bid online. No off-line bid shall be accepted.

c. The Bidders will 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 online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible Bidder. No conditional bid shall be allowed/accepted. This User Portal Agreement of Guidelines for e-Procurement of Works and Services will be a part of NIT/Contract Document.

d. The Bidders will 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, declaration w.r.t Make in India order and compliance w.r.t procurement from Bidder of a country which shares a land border with India etc. and Letter of Bid. All such undertakings requiring unconditional acceptance and where no input from Bidder is required in the undertaking shall be included in the GTE Template and shall be accepted by the Bidder during Bid submission.

In the undertaking given by Bidder online through acceptance in GTE, there will be provision for penal action, if any information/declaration furnished online by the Bidder against eligibility criteria is found to be wrong at any stage which changes the eligibility status of the Bidder.

e. 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 and will have to furnish online the UTR Numbers 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.

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.

f. Deleted

g. The qualification in bid will also be subject to the receipt and acceptance of EMD (except in case of EMD exempted Bidder) within schedule date and time as mentioned in the NIT.

h. The information will be provided by the Bidder by filling up relevant data through a form in an objective and structured manner. The software will use the information provided by the Bidders to evaluate the technical bid automatically.

i. For online submission of tender the Bidders will have to upload the following-

All the confirmatory documents as prescribed in the NIT in Cover-I and "Price-bid" in Cover-II (Both are to be decrypted separately).

In case of EMD exemption, one more document in support of the claim of EMD exemption will have to be uploaded by the Bidder at specified folder.

i) Letter of Bid: The Letter of Bid addressed to the Tender Inviting Authority (TIA) will be given in Tender document containing name of the work, NIT No., Tender ID. This will be the covering letter of the Bidder for his submitted bid. The Bidders have to accept unconditionally the Letter of Bid in GTE

(General Technical Evaluation) at the time of bid submission. This online acceptance during bidding through GTE shall be construed as submission of LOB by bidder.

ii) Technical Parameter Sheet (TPS): Not applicable

iii) 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 or through "My Document" link in Bidder space by the Bidder while submitting his/her bid.

iv) Price bid: The Price bid containing the Bill of Quantity will be in .xls format (password protected) and will be uploaded during tender creation. This will be downloaded by the Bidder and he will quote the rate for all items on this Excel file. Thereafter, the Bidder will upload the same Excel file during bid submission in Cover-II. The Price-bid will be in Percentage Rate BOQ format and the Bidder will have to quote for all the tendered items and the L-1 will be decided on overall quoted value (i.e. Cost to Company). The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

v) However, in case of tenders having provision for exemption of EMD, the Bidder claiming for exemption will have to upload the requisite document as specified in NIT in support of their claim for exemption of EMD.

16. DEADLINE FOR SUBMISSION OF BIDS

16.1. Bids shall be submitted on line on the e-procurement portal of Coal India Limited <https://coalindiatenders.nic.in> within deadlines prescribed as per guidelines for e-procurement for works and services of CIL.

16.2. The employer may extend the deadline for submission of bids by issuing a corrigendum in accordance with clause 9, in which case, all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

16.3 Auto extension of Bid may also be done in accordance to guidelines for e-procurement for works and services of CIL.

17. MODIFICATION AND WITHDRAWAL OF BIDS

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/she 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. 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 a minimum period of 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.

2. 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 a minimum period of one year from participating in tenders in CIL/Subsidiary. The Price-bids 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 penal actions, a letter will be issued to the Bidder by Tender Inviting Authority with the approval of Tender Accepting Authority (When TAA is Board then with the approval of CMD, in case TAA is CMD then with the approval of concerned Director and in case the TAA is above CMD (i.e. FDs/Empowered Committee/Board) then with the approval of CMD. In case TAA is below CMD, then approval of respective TAA is required), stating that the EMD of Bidder is forfeited, and this Bidder is debarred for one year or minimum one year, as the case may be; 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 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 shall be as per Guidelines for e-Procurement of Works and Services.

18. OPENING OF BID

18.1 For One Part System- DELETED

18.2 For Two Part System- Opening of Technical Bid

- 18.2.1 The Technical bid (Cover-I) will be opened one day after the Bid submission end date or next working day whichever is later. Technical bid (Cover-I) will be decrypted and opened online by the "Bid Openers" with their Digital Signature Certificates on the prescheduled date & time of Tender Opening.
- 18.2.2 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.
- 18.2.3 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 automatically rejected by the system.
- 18.2.4 Acceptance of Bidder in a general form of online declaration will be recognized and accepted as the certification regarding authenticity of all the information and documents furnished by them online and acceptance of all terms and conditions of the bid document, since such acceptance by Bidder with Digital Signature Certificate is legally tenable.

19. EVALUATION OF TENDER

19.1 After opening of Technical bid, it will be evaluated by the constituted Tender Committee.

19.2 Evaluation of Tender-

(I) For One Part System Deleted

(II) For Two Part System:

A. After opening of Technical bid, the documents submitted by Bidder(s) in Cover I as enlisted in the NIT will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/declarations furnished by the Bidder(s) online. If it confirms to all of the information/ declarations furnished by the Bidder online and does not change the eligibility status of the Bidder then the Bidder will be considered eligible for opening of price bid.

B. In case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information furnished online or in case corresponding document have not been uploaded by Bidder(s) then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 x 24 hours) time for online re-submission by Bidder(s). The Bidder(s) will get this information on their personalized dashboard under "Upload confirmatory document" link. Additionally, information

shall also be sent by system generated email and SMS, but it will be the Bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The Bidder(s) will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 7 days. No further clarification shall be sought from Bidder.

C. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.

D. The tender will be evaluated on the basis of documents uploaded by Bidder(s) online. The Bidder(s) is/are not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.

E. In case the Bidder(s) submit(s) requisite documents online as per NIT, then the Bidder(s) will be considered eligible for opening of Price Bid.

F. Seeking clarification shall be restricted to confirmation of submitted document/online information only and it should be only for one time for a period of upto 7 days. The clarification shall be taken in online mode in the e-Procurement portal of CIL only.

G. The verification of Document from source shall be done only in case of complaints received or on suspicion. This should be done either through speed post or through electronic communication. No anonymous/pseudonymous complaints shall be entertained.

H. In case Bidder(s) fails to confirm the online submitted information(s)/ declaration(s) by the submitted documents as (B) above, their/his bid shall be rejected; however, if the confirmatory documents do not change eligibility status of the Bidder in connection his submitted online information(s)/declaration(s), then his/their bid will be accepted for opening of Price Bid.

I. After Technical evaluation of tender, "Technical Evaluation Summary" will be uploaded by the Evaluator and price bid shall be opened on preschedule date and time mentioned in the NIT online in the e-Procurement portal of CIL. However, in case there is any extension of date and time of price bid opening, it shall be notified online and price bid shall be opened online on e-Procurement portal of CIL at rescheduled date and time.

J. In case none of the Bidder(s) complies the technical eligibility criteria as per NIT, then Bidder(s) will be rejected online and re-tender (if required) will be done (with the same or different quantity, as per the instant requirement).

(III)

A. Procurement from Micro and Small Enterprises (MSEs) shall be applicable for Service Tenders in accordance to the notification of Govt. of India and including its amendment(s) as notified by Gol from time to time-

i) Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, 25% of the work will be awarded to MSE as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) for the tendered work/item. Where the tendered work can be split, MSE quoting a price within a price band of L1 + 15% shall be awarded at least 25% of total tendered work provided they match L1 price. In case the tendered work cannot be split, MSE shall be awarded full work provided their quoted price is within a price band of L-1 + 15% and they match the L-1 price.

ii) In case of more than one such MSEs are in the price band of L-1 + 15% and matches the L-1 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 L-1 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 L-1 + 15% do not agree to match the rate of L-1 of the tender, then the MSE with next

higher quoted rate in the price band of L-1 + 15% shall be given chance to match the rate of L-1 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 L-1 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 L-1 price, four percent sub-target so earmarked shall be met from other MSEs.

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

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

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

- 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 Crore 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 Crore Rupees.

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

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.

B. 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 self-certification indicating the percentage of local content in the offered items.

II. If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate from the statutory auditor or cost auditor of the Company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content.

III. CIL/ Subsidiary may constitute committees with internal and external experts for independent verification of auditor's / accountant's certificates on random basis and in the case of complaints.

IV. False declarations will attract banning of business of the Bidder for a period up to two year as per the Guidelines for Banning of Business.

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.

C. Procurement from Startups shall be applicable for Works/Service Tenders in accordance to the notification of Govt. of India and including its amendment(s) as notified by Gol from time to time.

i. Prior experience and prior turnover shall be relaxed for Startups Bidders as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) for the category of Work/Services in which they are registered, subject to meeting of quality and technical specifications.

ii. This shall be applicable in Works/Service tenders having innovation, development or improvement of products or processes of services. Such Works/Services need to be examined at Subsidiary level on case to case basis to decide for keeping the provision for Startups. The routine/pre-engineered works/Services shall be excluded from the Startups Clause.

iii. To waive off the requirement of experience and turnover criteria for Startups, the details of work Experience and Financial Turnover during bidding on the portal, a pre-defined input shall be prescribed in the NIT to be filled up by startups so that they comply the portal logic. A confirmatory

document for being a Startups shall be prescribed in the NIT which shall be a certificate for being a Startups issued by DPIIT in the category of work and/or Service for which they are registered. This provision shall continue till e-Procurement portal is customized to take care of Bidder wise evaluation.

iv. The existing working capital eligibility criteria shall be kept enabled for all the participating Bidders including Startups.

19.3 The Tender Committee will recommend for award of work to the successful Bidder after evaluating their technical eligibility based on the system-generated evaluation sheets followed by evaluation of the scanned documents uploaded by Bidder in support of the information furnished by them online and after evaluation of the reasonableness of L-1 rates. The reasonableness of rates will be evaluated as per the provisions of Manual of CIL and other guidelines issued from time to time. The approval for award of work to L-1 Bidder will be accorded by the Competent Authority as per Delegation of Power based on the TC recommendation.

19.4 After competent approval and financial concurrence of TCR, the work order to the L-1 Bidder will be issued and the scanned copy of the LOA/Work Order will be uploaded on the e-Procurement portal and simultaneously the original copy may also be sent to the Bidder through registered/speed post.

19.5 (A) Logical End of online created Tender: Any tender hosted on the e-Procurement site must be logically concluded i.e. either Award of work is issued at AOC page on e-Procurement portal in online mode or the tender is cancelled/ retendered online through corrigendum.

(B) If L-1 Bidder backs out (i.e. Techno commercially established L-1 Bidder), the EMD will be forfeited and the Bidder will be debarred for minimum one (1) year from participating in tenders in CIL/Subsidiary.

20. CLARIFICATION OF BIDS

Seeking clarification shall be restricted to confirmation of submitted document/online information only and it should be only for one time for a period of up to 7 days. The clarification shall be taken in online mode in the e-Procurement portal of CIL only.

21. PROCESS TO BE CONFIDENTIAL

21.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such, however, the Tender Status will be in public domain and anyone visiting the site can view it by identifying the tender.

It will be the Bidder's responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract. Additionally, information shall also be sent by system generated e-mail and SMS at nodal points (Date of bid opening, Requisition for Clarification on Confirmatory document from the Bidder(s), award of work etc.). No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of Confirmatory documents within prescribed time.

21.2 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. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

22.1 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents without material deviation or reservation. A material deviation or reservation is one:

- 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.

22.2 If a Bid is not substantially responsive, it may be rejected by the Employer at its sole discretion.

23. EVALUATION AND COMPARISON OF BIDS

23.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause No. 22.

23.2 The evaluation of Bid, by the Employer shall be done as per Clause No. 19.

23.3 The Employer reserves the right to accept or reject any Bid not conforming to the requirements of the Bidding documents.

23.4 No document presented by the Bidder, after closing date and time of bid, will be taken into account by the evaluation committee unless otherwise called for during scrutiny / technical scrutiny by the tender committee as clarification. This however, will have no bearing with the price quoted in the price bid. If a Bidder offers a rebate unilaterally after the end date and time of the bid submission, it will not be taken into account for evaluation purpose by the tender committee. But if that Bidder emerges as the lowest evaluated, the rebate offer will be taken into account for determination of the total offer.

23.5 Bid evaluation shall be done after taking into consideration overall quoted price by the Bidder and effect of Goods and Services Tax (GST), GST Compensation Cess etc. as applicable. L1 will be decided on the basis of Cost to Company.

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

24 AWARD CRITERIA

Subject to Clause 23, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated acceptable Bid Price, provided that such Bidder has been determined to be:

- a) Eligible in accordance with the provisions of Clause 2; and
- b) Qualified in accordance with the provisions of Clause 3.

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

Notwithstanding Clause 24, the Employer reserves the right to accept, negotiate or reject any Bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

26 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

26.1 The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer electronically online on the e-procurement portal of CIL prior to expiration of the Bid validity period. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").

The offline communication of LOA shall not be mandatory.

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

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

- a. Time schedule for Execution of Formal written Agreement.
- b. Any other salient detail as per standard format (to be decided at Area level by Area General Manager)

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

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

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

26.4 In the bidding process, the cause of rejection of bid of any bidder shall be intimated to non-qualified bidder online and the Earnest Money shall be refunded to unsuccessful bidders as per provision of Clause 14.3.

26.5 The contractor shall enter into and execute contract agreement in the prescribed form on non-judicial stamp paper in accordance with the relevant law of the State/Union of India. The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties. One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy and one additional copy will be supplied to the contractor free of cost and the original is to be retained by the company. For any additional copy, additional cost to be charged.

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

27 PERFORMANCE SECURITY/SECURITY DEPOSIT

Security Deposit shall consist of two parts;

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

The security deposit shall bear no interest.

For details refer clause no. 4 of Conditions of Contract (General terms and Conditions)

28. EMPLOYMENT OF LABOUR

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

However, preferably 20% of required unskilled workers are to be considered for employment from project affected people.

The list of PAPs recommended by the concerned Mukhiya to be obtained by the concerned Area GM and displayed in the notice board. Any further addition is to be duly certified by the Mukhiya.

The prevalent Minimum wages of the contractor`s workers engaged in mining activities of different categories are as under.

Categories of employee	Minimum wages of contractors' workers engaged in mining activities [As per office order of CIL vide CIL/C-5B/JBCCI/JC/VDA/345 dated 25.10.2022] Rates of Wages including VDA (in Rs.) per day with effect from 01.10.2022 (Basic rate + Variable DA)
Unskilled	1007.00
Semi-Skilled / Unskilled supervisory	1045.00
Skilled	1084.00
Highly Skilled	1122.00

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

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

Note:

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

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

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

29 LEGAL JURISDICTION

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

30. Downloading bid document

i) The Bidders will download the Bid documents from the website. The Company shall not be responsible for any delay/ difficulties/ inaccessibility of the downloading facility for any reason whatsoever. The downloading facility shall be available as soon as the bid is notified and up to the period of submission.

ii) The Bidders will be required to submit an undertaking that they will accept the Bid documents as available in the website and their Bid shall be rejected if any tampering in the Bid documents is found to be done at any time after opening of Bid and during pendency of the contract.

iii) The bid document as available online on the e-procurement of CIL shall always prevail and will be binding on the Bidders. Any claim on account of any deviation with respect to this online Bid document from the Bidder side shall not be entertained.

31 e-payment

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

32 Integrity Pact:

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

33 Change in the Constitution of Contracting Agency.

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

34 Miscellaneous.

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

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

34.3 The site for work may be made available in parts.

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

Note: For e-tendering, refer Instruction to Bidders under Services Manual for e-tendering.

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

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or Company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means -

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

IV. The beneficial owner for the purpose of (III) above will be as under

1. In case of a Company or Limited Liability Partnership, the beneficial owner is the natural persons, who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent. of shares or capital or profits of the Company
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership:
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural persons, who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals,
 4. Where no natural person is identified under (1) or (d) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

36. REVOCATION OF TENDER PROCESS:

The online evaluation of tender must be performed by the Evaluator with utmost care and diligence. The Evaluator of tender must ensure that the decision of Tender Committee is correctly uploaded on the e-Procurement portal.

However, there may be situation when the decision of Tender Committee may have to be changed subsequently on account of a Court's verdict. Also, there may be circumstances when online evaluation of tender is not done correctly due to mistake by the Evaluator or due to technical error in the system, which may lead to cancellation of tender. In order to avoid the cancellation of tender in such cases, the tender process needs be reverted back to appropriate stage (i.e. bid Opening stage etc.) to comply with the Court's verdict or to rectify the error committed by the Evaluator. This provision in the e-Procurement system has been introduced with an objective to abide by the Court's verdict or to ensure that the tender process should not suffer due to any mistake committed by an individual or due to any technical error in the system.

Revocation of Tender process back to Technical-bid opening stage or Price-bid opening stage from an advanced stage shall be done under the following circumstances:

- a. To comply with the directives of Hon'ble Court of Law.
- b. If the Evaluator makes a mistake in online evaluation of tender, which is not in line with the Tender Committee decision.
- c. If there is an error in the online evaluation of tender due to technical error in the system.

Revocation of Tender process will be done with the specific approval of the concerned Director.

In all such cases the Tender Revocation Notice must contain the details of the circumstances leading to revocation of tender process.

The Revocation of Tender on the e-Procurement portal can be done by way of creation and publication of corrigendum. However, since Revocation of Tender, in true sense, is not a Corrigendum to NIT, the Tender Revocation Notice will be uploaded only on the e-Procurement portal.

In case of revocation of Tender at any stage the auto-refund of EMD may not work properly and in such case it may be required that Tender Inviting Authority to arrange refund of EMD through conventional system of refund of EMD.

CONDITIONS OF CONTRACT

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS:

- i. The word "Company" or "Employer" or "Owner" wherever occurs in the conditions, means the Bharat Coking Coal Limited, represented at the headquarters of the Company by the CMD, BCCL or his authorized representative or any other officer specially deputed for the purpose.
- ii. The word "Principal Employer" wherever occurs, means the authorized representative or any other officer specially deputed by the Company for the purpose.
- iii. The word "contractor"/"contractors" wherever occurs means the successful Bidder/Bidders who has/have deposited the necessary Earnest Money and has/have been given written intimation about the acceptance of Tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or company, as the case may be.
- iv. "The Site" shall mean the site of the contract work including land and any building and erections thereon and any other land allotted by the company for contractor's use.
- v. '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 the prevalent DoP of CIL/Subsidiary.

- vi. A 'Day 'shall mean a day of 24 hours from midnight to midnight.
- vii. 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, awarding extension of time and valuing compensation events. 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 the Delegation of Powers of the Company. However, overall responsibility, as far as the contract is concerned will be that of the Engineer-In-Charge/Designated Officer-in-charge.
- viii. The 'contract' shall mean the notice inviting Tender, the Tender as accepted by the company and the formal agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, schedule of quantities with rates and amounts, Schedule of work. Until the formal agreement is signed between the Owner and the Contractor, LOA/Work Order together with Contract Document, shall constitute the Contract.
- ix. The 'works' shall mean the works required to be executed in accordance with the contract or parts thereof as the case may be and shall include all extra or additional or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- x. 'Schedule of Rates' referred to in these conditions shall mean the standard schedule of rates prescribed by the company and the amendments issued from time to time.
- xi. 'Contract price' shall mean
 - (a) in the case of lump sum contracts the total sum for which Tender is accepted by the company.
 - (b) in the case of other types of contracts the total sum arrived at based on the individual rates quoted by the tenderer for the various items shown in the 'Bill of quantities' of the Tender documents as accepted by the company with or without any alteration as the case may be.
- xii. 'Written notice' shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the Corporation/Company for whom it is intended, or if delivered at or

sent by registered mail / e-mail to the last business address known to him who gives the notice.

2. CONTRACT DOCUMENT:

The following documents shall constitute the contract documents:

- (i) Articles of Agreement,
- (ii) Notice Inviting Tender and Instruction to bidders,
- (iii) Conditions of contract, including general terms and conditions, special notes and additional terms and conditions, special terms and conditions, if any, Vocational Training & Safety Norms etc. forming part of the agreement,
- (iv) Letter of Acceptance of Bid indicating deviations, if any, from the conditions of contract incorporated in the Bid/Tender document issued to the bidder.
- (v) Scope of work/Bill of Quantities
- (vi) Finalized work programme
- (vii) Integrity Pact
- (viii) Guidelines for banning of Business
- (ix) Any other Document, if required

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

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

3. DISCREPANCIES AND ADJUSTMENTS THEREOF:

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

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

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

3.3 Any difference detected in the tender/tenders submitted, resulting from:

- i) Discrepancy between description in words and figures the rate which corresponds to the words quoted by the contractor shall be taken as correct.
- ii) Discrepancy in the amount quoted by the contractor due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.
- iii) Discrepancy in totaling or carry forwards in the amount quoted by the contractor shall be corrected.

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

4. SECURITY DEPOSIT

4.1 Security Deposit shall consist of two parts;

- a. Performance Security to be submitted at award of work and

b. Retention Money to be recovered from running bills.
The security deposit shall bear no interest.

4.2 Performance Security (first part of security deposit) **should be 3%** of annualized value of contract amount or contract amount, whichever is less and should be submitted within 21 days of issue of LOA by the successful bidder in any of the form given below:

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

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

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

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

(a) at Bidder's option by a Scheduled Bank

or

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

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

Bank Guarantee (BG) is to be submitted in the format prescribed by the Company. Bank Guarantee shall be irrevocable and it shall be issued by any Indian Nationalized Bank/Scheduled Bank on Structured Financial Messaging System (SFMS) platform which is payable / enforceable at its local branch at Dhanbad or branch at Kolkata.

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

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

Name of Beneficiary & his details	Name	Bharat Coking Coal Limited
	Area	GOVINDPUR
	Bank Account No.	10976596519
	Department	***
Beneficiary Bank, Branch & Address	State Bank of India	
	Main Branch, Dhanbad	
IFSC Code	IFSC Code : SBIN0000066	

Sl. No.	Details of Beneficiary		Bank Account No.	Beneficiary Bank, Branch & Address		IFSC Code
	Name	Area		Bank	Address	
1	BCCL	GOVINDPUR	10976596519	State Bank of India	Main Branch, Dhanbad	SBIN0000066

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

Original Copy of the Bank Guarantee issued by the Issuing Bank shall be sent by the Issuing Bank/applicant to concerned department and Area of BCCL by registered post (AD).

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

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

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

4.4 All Running on Account Bills shall be paid at **97%**. The balance **3%** shall be treated as Retention Money and will be second part of security deposit.

For contracts of more than one year, Retention Money may be refunded to the Contractor annually on submission of Bank Guarantee of equivalent amount subject to satisfactory performance of the Contractor during the year.

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

4.5 Refund of Security Deposit:

The refund of Security Deposit shall be subject to Company's right to deduct/appropriate its dues against the Contractor under this contract or under any other contract. On completion of the work and certified as such by the Engineer-In-Charge, the Security Deposit remaining with the Company shall be refunded.

Performance Security (1st part of security deposit) shall be refunded within 60 days of the completion of the work. (The date of completion of the work will be certified by the Engineer-In-Charge)

Retention Money (2nd part of security deposit) shall be refunded after 150 days of the completion of the work. (The date of completion of the work will be certified by the Engineer-In-Charge).

4.6 Additional Performance Security (APS): DELETED

5. DEVIATIONS/VARIATIONS IN QUANTITIES:

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

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

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

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

- a. the rate shall be derived from the rate/rates for similar or near similar class of work as is/are specified in the contract/tender, failing which
- b. the rates shall be derived from the company's prescribed schedule of rates based on which the estimate for tendered work has been prepared plus or minus the percentage by which the tendered amount for the whole work quoted by the contractor is above or below the estimated amount as per the Bid documents, failing which
- c. the rate shall be derived from Contractor's rate claimed for such class of work supported by analysis of the rate/rates claimed by the Contractor. The rate to be determined by the Engineer-In-Charge as may be considered reasonable taking into account percentage of profit and overhead not exceeding ten percent or on the basis of market rates, if any, prevailing at the time when work was done.

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

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

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

- a) Additional quantity upto 10 % of original awarded value may be awarded in exceptional circumstances with the approval of Tender Approving Authority.
- b) However, in exceptional circumstances such as non-finalization of subsequent contract, court case etc., additional quantity beyond 10 % and upto 30 % of original awarded value may be awarded with the approval of Competent Authority.

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

The validity of the Bank Guarantee, if submitted by the contractor, in lieu of performance security / security deposit shall be extended in pursuant to Clause No. 4.3 taking into consideration the period of extension.

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

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

5.7 The re-appropriation/re-allocation of the quantities.

a) Quantity up to 10% of original awarded value may be done in exceptional circumstances with the approval of Tender Approving Authority.

b) However, in exceptional circumstances such as non-finalization of subsequent contract, court case etc., quantity beyond 10 % and upto 30 % of original awarded value may be done with the approval as per DoP.

5.8 The detailed description of the work is as under:

Sl.no	Particulars	Source	Destination	Quantity (T)
1	Transportation; - Transportation of coal from different sources to different destinations on the specified route by tippers including unloading of coal up to a lead slab as indicated including the cost of all materials labor etc. for complete job as per direction of engineer – in-charge.	Different sources of Govindpur Area.		
(i)	Lead slab (0-1)KM	Crusher Discharge Point	NLG Siding.	1520000
		Crusher Discharge Point	SLG Siding.	2260000
		Total		3780000
(ii)	Lead slab (1-2)KM	Heap No.30, C1 ABGC	Crusher Hopper at NLG	960000
(iii)	Lead slab (2-3)KM	Heap No.2B,2C,15 NAKC,	NLG/ Crusher Hopper at NLG siding	240000
		Heap No.30, C1 ABGC&OC 2AB Maheshpur Colliery	SLG /SLG crusher hopper.	694000
		Total		934000
(iv)	Lead slab (3-4)KM	Heap No.13A,13B,14B NAKC,12E Jogidih	crusher hopper at NLG siding	460000
		Heap No.15 of NAKC	crusher hopper at SLG siding	1020000
		Total		1480000
(v)	Lead slab (4-5)KM	Heap 3E Kharkharee, 13A,13B,14B of NAKC	SLG/crusher hopper at SLG siding	688000
TOTAL (ii+iii+iv+v)				40,62,000
2	Loading: -Loading of coal into tippers from the stock pile by pay loader including the cost of all material, labor, ancillary works, etc. for complete job as per direction of engineer-in-charge.			
(i)	Loading in Tipping Trucks: - At Heaps of Different Collieries of Govindpur Area into Tipping Trucks.	Heaps of different units		4062000
(ii)	Loading in Tipping Trucks: - At Discharge Chute of Crusher at SLG/NLG siding, Govindpur Area into Tipping Trucks.	Loading Point of Crusher at NLG/SLG siding		3780000
TOTAL				7842000

3	Wagon Loading: -Loading of coal into the wagon by a pay loader at siding including the cost of all material, labor, ancillary works, etc. for complete job as per direction of engineer-in-charge.	SLG / NLG SIDING	4062000
4	Crushing of coal into (-) 100 mm size (all dimensions) by electrically operated mobile crusher with spreader including feeding of coal to the mobile crusher. The element includes providing & installing suitable & matching crushing arrangements as per NIT requirements with all infrastructures including operation, repair, and maintenance of the crushing arrangement. (Electricity will be supplied free of cost by BCCL).	SLG SIDING.	2260000
5	Weighing Quantity. (At Collieries and receiving end)	Both at the Mine and at receiving end.	8124000

However, to facilitate the production and dispatch as and when required, Area will have the liberty/delegation to re-arrange the source and destination of coal transportation only keeping the lead, lead wise quantity and value of the contract remaining unchanged within the approved period of contract. However, such rearrangement of source and destination towards transportation of coal in an approved contract may be undertaken by area with proper justification for such change supported with approved valid lead measurement certificate. Any such change in source and destination of transportation of coal in approved contract may be done by Area management only with the approval of Area General Manager after proper financial vetting by Area Finance Manager.

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

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

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

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

- 6.1 If the contractor, without reasonable cause or valid reason, commits default in commencing the execution of the work within the aforesaid date, the company shall, without prejudice to any other right or remedy, be at liberty, by giving 15 days' notice in writing to the contractor to commence the work, failing which to forfeit the Bid Security/Performance Security Deposit and Additional Performance Security Deposit, if any deposited by him.
(In case of EMD exempted bidder, except forfeiture of EMD, all other provisions shall remain applicable)

Additionally, the Company shall debar such defaulting Contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum 1 (one) year from the date of

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

6.2 In the event of the contractor's failure to comply with the required progress in terms of the agreed time and progress chart, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, shall become liable to pay for penalty as under:

If the average daily progress of work during the calendar months is less than the stipulated rate indicated in the detailed tender notice/ agreed work schedule, penalty as detailed below will be levied.

- (i) If the average daily progress of work executed during the calendar month is 80% and more but less than 100% of the stipulated rate indicated in the detailed tender notice/ agreed work schedule (quantity-wise), penalty equal to 10% of the contract value of the short fall in work shall be deducted at the end of the respective Financial Quarter if the shortfall quantity either in full or part has not been made up within that Financial Quarter.
- (ii) If the average daily progress of work executed during the calendar month is less than 80% but more than or equal to 70% of the stipulated rate indicated in the detailed tender notice/ agreed work schedule (quantity-wise), penalty equal to 20% of the contract value of the short fall quantity lying in the given range of work shall be deducted at the end of the respective Financial Quarter if the shortfall quantity either in full or part has not been made up within that Financial Quarter.
- (iii) If the average daily progress of work executed during the calendar month is less than 70% of the stipulated rate indicated in the detailed tender notice/ agreed work schedule (quantity-wise), penalty equal to 20% of contract value of the short fall quantity of that month beyond 30% of the stipulated rate indicated in the detailed tender notice/ agreed work schedule (quantity-wise) shall be deducted in the bill of that calendar month itself and shall not be refunded.
- (iv) Coal is to be crushed below 100 mm size. In case of any complaint for oversize coal, for which deduction has been made by the consumer from BCCL, the same amount will be deducted from the contractor's bill.
- (v) The aggregate of the penalties so levied shall not exceed 10% of the total Contract Value for the entire contracted work.

The contractor shall be allowed to make up the shortfall quantity as per a (i) & (ii) above within the respective Financial Quarter only.

The penalties so deducted shall not be refunded.

6.3 **DELETED**

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

- a. abnormally bad weather
- b. serious loss or damage by fire
- c. civil commotion, strikes or lockouts affecting any of the trades employed on the work
- d. delay on the part of the contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work

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

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

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

6.5 **DELETED**

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

The extension of time shall be granted with the approval of Accepting Authority of the tender.

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

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

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

- 6.8 Whenever time extension is given to the contractor for reasons for delay solely attributed to the company, Price variation may have to be allowed depending on the conditions of the contract. In order to determine the above, a hindrance register will be maintained which will be jointly signed by both the parties at the time of periodical review meetings to be held at least once in a month by the Engineer-in-Charge / Designated Officer-in-charge whose decision in this cases will be final. The delays will be determined solely on the basis of this register, and that any refusal on the part of the contractor to sign the register would mean that the delay, if it occurs will be solely attributed to him.

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

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

- 6.9 Without prejudice to any express provision in the Contract, the extension of time shall not exceed the period of hindrance (the period for which the work has been hindered beyond control of contractor) at same terms and conditions.

7 QUALITY ASSURANCE:

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

8. MEASUREMENT AND PAYMENT:

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

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

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

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

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

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

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

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

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

that from the Contractor's claim under any other contract with the Company or from the Contractor's Security Deposit or the Contractor shall pay the amount of Overpayment on demand.

8.9 Amount payable/repayable for any subsequent change in the Goods and Services Tax (GST) will be made to/ from the Contractors after departmental verification of such changes of tax law issued by Statutory authority.

9. Termination, suspension, cancellation & foreclosure of contract:

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

- a. makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the engineer-in-charge, then on the expiry of the period as specified in the notice
or
- b. Fails to achieve a monthly agreed quantity of 70%(seventy percent) for a period of 6(six) consecutive month or for cumulative period of six months within any continuous period of 18(eighteen) months, save and except to the extent of non-availability caused by i) a force majeure event or ii) an act of omission of company, not occurring due to any default of the contractor.
Note: - in such cases the contractor may be banned for minimum one year from participating in future bidding allowing the present business to continue without going into termination of the contract.
Or
- c. Commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the engineer-in-charge, then on the expiry of the period as may be specified by the engineer-in-charge in a notice in writing
Or
- d. Fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by the engineer-in-charge in a notice in writing
or
- e. Shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for the company
or
- f. Obtains a contract with the company as a result of ring tendering or other non-bonafide method of competitive bidding.
Or
- g. Transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the engineer-in-charge. The engineer-in-charge may give a written notice; cancel/terminate the whole contract or portion of it in default.

(Note: - failure of existing contract in full shall be where shortfall is 50% or more in 6(six) consecutive months or in part where shortfall of contractor is at 30% or more in 6 (six) consecutive months)

However, when company decides to cancel the contract in parts as per (a) & (b) above, the quantity considered for partial cancellation shall be dealt as per clause 10.1 of conditions of contract and balance quantity shall be executed by the contractor as per terms and conditions for the remaining quantity both in terms of daily agreed progress of work as well as total remaining quantity.

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

The approving authority shall be TAA or CMD, if originally awarded by empowered Committee of Directors headed by Chairman/CFDs/CMD or Board.

9.1 The contract shall stand terminated under the following circumstances:

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

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

- a. To take possession of the site and carry out balance work through any other agency.
- b. To give the contractor or his representative of the work, 7 (seven) days' notice in writing for taking final measurement for the works executed till the date of cancellation or termination of the contract. The Engineer-in-Charge shall fix the time for taking such final measurement and intimate the contractor in writing. The final measurement shall be carried out at the said appointed time notwithstanding whether the contractor is present or not. Any claim as regards measurement which the contractor is to make shall be made in writing within 7 (seven) days of taking final measurement by Engineer-In-charge as aforesaid and if no such claim is received, the contractor shall be deemed to have waived all claims regarding above measurements and any claim made thereafter shall not be entertained.
- c. After giving notice to the contractor to measure up the work of the contractor and to take such whole or the balance or part thereof, as shall be unexecuted out of his hands and to give it to another contractor or take up departmentally, to complete the work. The contractor whose contract is terminated shall not be allowed to participate in future bidding for period of minimum one year.

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

- i) Forfeiture of security deposit comprising of performance Security and retention money and additional performance security, if any, at disposal of the employer.
Or
- ii) 20% of value of incomplete work. The value of the incomplete work shall be calculated for the items and quantities remaining incomplete (as per provision of agreement) at the agreement rates including price variation as applicable on the date, when notice in writing for termination of work was issued to the contractor.

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

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

In the event of above course being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, 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 9.1(d).

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

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

- a) A drop in requirement consequent upon change in geo-mining conditions not allowing company/ management to proceed further being detrimental to the interest of Company.
- b) Continuation of work may endanger safety and security of men and property of the company.
- c) Causative events like land acquisition problems/problem of shifting of villagers etc.

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

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

However, the penalty on account of shortfall quantity as per clause 6.2 will be levied on the contractor.

9.5 Closure of Contract

The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract, be entitled to close the contract in view of the followings :-

- i) Closure of contract is to be done either on completion of period of work as per award provided there is no scope for extension of period for execution of the balance or left out work, if any, for the said contract or on execution of the awarded work. However approval for extension of contract period, if required, should be obtained from the competent authority before completion of contract period.
- ii) Closure of Contract can be done on complete execution of awarded quantity.
- iii) Closure of contract is required to be approved by the awarding authority.
- iv) The contractor shall, if required by the Engineer-In-charge, furnish to him books of account, papers relevant documents as may be necessary to enable the Engineer-in-charge to assess the amount payable.
- v) The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor. In the event of closure of the contract, on completion of period of work as per award and there is balance or left out work which has not been executed on account of default on the part of the contractor, penalty will be imposed as per terms and conditions of the contract and shall be under the absolute disposal of the company provided, that the aggregate of the penalties so levied shall not exceed 10% of the contract value.
- vi) Any amount required to be recovered from the contractor determined as above, if any, shall be recovered from any moneys due to the contractor on any account or under any other contract and in the event of any shortfall, the contractor shall be called upon to pay the same on demand.

10. ACTIONS AFTER PARTIAL CANCELLATION/ TERMINATION OF CONTRACT

If the progress of the work or of any portion of the work is unsatisfactory as per clause 9(a)& 9(b) of condition of contract, the Engineer-in-Charge, after giving the contractor 15 days' notice in writing, without fully cancelling/terminating the contract, shall be entitled to employ another Agency for executing the job or to carry out the work departmentally or contractually through tendering /limited tendering process (SPLT-Special Purpose Limited Tender), either wholly or partly.

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

- (i) Forfeiture of security deposit comprising of performance security and retention money and Additional Performance Security, if any, at the disposal of the employer.
Or,
- ii) 20% of value of cancelled work. The value of the cancelled work shall be calculated for the items and quantities cancelled (as per provision of agreement) at the rates when notice in writing for termination of work was issued to the contractor.

The certificate to be issued by the engineer-in-charge for the cost of the work cancelled/terminated shall be final. However, when this clause is invoked, penalty as per clause 6.2 of conditions of contract (i.e. Shortfall in quantity) will not be applicable on cancelled/terminated quantity.

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

In the event of above course being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, 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.

All the other terms and conditions of contract shall remain unaltered.

11. COMPLETION CERTIFICATE/ DEFECT LIABILITY CERTIFICATE:

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

12. RESPONSIBILITIES OF THE CONTRACTOR

- i. The company reserve the right to let other contractors, in connection with the project, and the contractor/contractors shall co-operate in the works for the introduction and stores and materials and execution of his/their works.
- ii. The contractor/contractors shall employ only competent, skillful and orderly men to do the work. The Engineer-in-charge shall have the right to ask the contractor/contractors to remove from the work site any men of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within three hours of such orders.
- iii. Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety required or recommendation by all applicable laws, codes, statutes and regulations will be observed. In case of accidents, he/they shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force, and shall indemnify the company against any claim on this account.

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

The contractor/ contractors shall at all times ensure that all dumpers / tippers engaged in mining related activity are provided/fitted (i) Full cabin canopy,(ii) tail lamp guard kit,(iii) propeller shaft guard, (iv)blind spot mirror, (v) body locking device, (vi)reflex reflector on body, (vii)seat belt reminder, (viii)limiting speed device, (ix)audio-visual alarm during reverse gear with flasher, (x)provision of two brakes, (xi)exhaust / retard brake, (xii)body lifting position locking arrangement (xiii)semi automatic fire suppression system and (xiv) Rare view camera along with suitable visual display unit (VDU) in the driver's cabin in addition to other safety features .

The contractual agency shall comply with all safety aspects and different statutes of DGMS regarding safety of men and equipment. In case the executing authority finds any deviations, such vehicles / equipment should be stopped forthwith and alternative vehicle / equipment are to be deployed by the executing contractor immediately.

- iv. The contractor/contractors shall familiarize themselves with and be governed by all laws and rules of India and Local statutes and orders and regulations applicable to his/their work.
- v. Building for the sanitary necessities of all persons employed on the work shall be constructed and maintained in the number, manner and place approved or ordered by the Engineer-in-charge. The contractor shall vigorously prohibit committing of nuisance at any other place. Cost of all works under these items shall be covered by the contractor's/contractors' quoted rates.
- vi. The contractor/contractors shall furnish to the Engineer-in-charge or his authorized representative with work reports from time to time regarding the contractor/contractors organization and the progress made by him/them in the execution of the work as per the contract agreement.
- vii All duties, taxes (excluding Goods and Services Tax (GST) and GST Compensation Cess (if applicable) only) and other levies payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST either payable by bidder or by company under reverse charge mechanism shall be computed by system in BOQ sheet as per predefined logic.
All investments, operating expenses, incidentals, overheads etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

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

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

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

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

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

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

Note: During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status

declared by the bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.

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

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

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

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

The works contract may provide for the contractor to get specified works executed from subcontractors included in the pre-qualification application or later agreed to by the Procuring Entity, with a caveat that the responsibility for all sub-contract work rests with the prime contractor. Sub-contracting may be for specialized items of work. Procurement of material, hiring of equipment or engagement of labour will not mean sub-contracting. The total value of subcontracted work should not exceed the percentage of the contract price specified in the contract (say 25%). Sub-contracting by the contractor without the approval of the Procuring Entity shall be a breach of contract, unless explicitly permitted in the contract.

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

The contractor shall also comply with statutory requirements under CL(R&A) Act and also obtain labour license.

The contractor shall not engage any person of less than 18-year age.

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

Note:

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

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

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

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

- xii) All accounts shall be maintained in English and the company shall have the right of access and inspection of all such books of accounts etc. relating to payment of labourer considered necessary and the company may arrange for witnessing the payment to the labourer by its representatives.
- xiii) Insurance - The contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for reasons which are beyond control of the contractor or act of God, e.g. flood, riots, war, earthquake, etc.) and shall at his own cost repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the contract and instructions of the Engineer-in-charge, if any :
- a. The contractor shall at all times during the pendency of the contract indemnify the company against all claims, damages or compensation under the provisions of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.
- b. The contractor shall directly pay the ex- gratia amount of ₹ 15.00 lakhs[or such other amount as decided by the Company from time to time] to the same dependent, 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/ subsidiaries.

In order to comply with the above provisions, contractor shall immediately on receipt of letter of acceptance/ work order shall obtain group personal accident insurance in respect of all the workmen engaged in mining activities for payment of ₹ 15.00 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 the payment to the eligible dependent as mentioned herein above. However, such amount shall be recovered from the Contractor from his dues either in the same and/or other subsidiaries/CIL.

- c. The contractor shall ensure that the insurance policy/policies are kept alive till full expiry of the contract by timely payment of premiums and shall not be cancelled without the approval of the company and a provision is made to this effect in all the policies, and similar insurance policies are also taken by his sub-contractors if any. The cost of premiums shall be borne by the contractor and it shall be deemed to have been included in the quoted rate.
- d. In the event of contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the contractor is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due by the contractor. The contractor shall whenever required produce before Engineer-in-charge the policy or policies of insurance and receipt of payment of the current premium.
- xiv) Establishing of Diesel Dispensing unit along with workshop may be agreed on the request of the contractor depending on the merit of the case and subject to availability of land, with all statutory approval in place.

Diesel Dispensing units will be used by the contractor only, for their own use, in the contracts awarded by the Company.

- xv) The contractor/ contractors shall be provide OPD and Indoor Treatment facility to contractor's workers in company's hospital and dispensary free of cost (excluding spouse or any dependent) to the extent of availability of medicines, pathological examination and other surgical treatment. Contractor's workers will not be allowed to get treatment other than company's hospital/dispensary (no referral cases).

Contractors should issue identity Card to their workmen deployed.

- xvi) Security Arrangement : The contractor will have to make security arrangement for Coal, Machinery Personnel including Coal Theft and the contractor will be responsible for the same.

- xvii) The GPS based vehicle tracking system wherever made available by BCCL for vehicles engaged in transportation of coal in the company, following will be the responsibility of the Contractor undertaking work of transportation of coal.

1. The contractor should ensure that all the vehicles deployed by him in coal transportation work in BCCL is installed with Vehicle Mounted Unit (VMU) of GPS based vehicle tracking system. No vehicle without Vehicle Mounted Unit should be engaged in coal transportation work by the contractor.
2. The safety and protection of Vehicle Mounted Unit (VMU) of the system will be the sole responsibility of the contractor. Further contractor should ensure that VMU is in operative mode.
3. In case of any damage/loss of the VMU, twice the cost of the equipment and the accessories will be recovered from the contractor's bill.
4. The contractor should ensure that their total fleet used in transportation of coal must be mounted with VMU provided by BCCL.
5. In case the transporter wish to exclude any vehicle from his fleet the VMU mounted on that vehicle must be deposited with the designated Area Authority.
6. Contractor must ensure that their vehicles will not violate the designated path without approval of Concerned Area Authority. In case of violation of the route/path/geo-fence penalty including debarring the defaulter vehicle and its operator including the contractor from operation in BCCL Areas, may be imposed.
7. Applicability vis-à-vis Imposition of such penalty will be solely at the discretion of competent authority i.e., CMD, BCCL.

Note: The Vehicle Mounted Unit (VMU) of the GPS system in the vehicle engaged in coal transportation work will be provided and installed by BCCL.

- xviii) RFID system is to be implemented in weigh bridges soon. All vehicles of the contractor which will carry coal and any other material which is required to be weighed will be issued RFID tag by BCCL. The contractor shall obey all provisions and guidelines issued time to time by BCCL to make the system effective and successful.
- xix) The attendance of Contractor workers should be by Bio-Metric.

13. Settlement of Disputes

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

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

Effort shall be made to resolve the dispute in two stages

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

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

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

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

14. Settlement of Disputes through Arbitration

If the parties fail to resolve the disputes/differences by in house mechanism, then, depending on the position of the case, either the employer/owner or the contractor shall give notice to other party to refer the matter to arbitration instead of directly approaching Court. The contractor shall, however, be entitled to invoke arbitration clause only after exhausting the remedy available under the clause 13.

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

Sole Arbitration:

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

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

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

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

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

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

Contracts with Partnership firm/ Joint Venture:

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

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

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

17. The closure of contract shall be done within a period of 150 days after completion of the work.

18. In case of any grievance on shortfall Penalty, the Contractor may appeal to the Director(Technical) of the Subsidiary Company. Director(Technical) and Director (Finance) shall jointly dispose off the appeal within 15 days by passing suitable order based on the merit of the case. No further committee shall be constituted for redressal of such grievance.

19. (i) Contractor shall ensure training as per vocational training rule in the companies training center and the concern trainee will be entitled for receiving stipend as per VTC rule.
- (ii) The cost of "stipend "paid during the training period shall be factored into while quoting the price bid.
- (iii) To extend the facility to impart VTC training to contractor's workers before they are deployed in the mine.
- (iv) Training card shall be issued on completion of said training.
- (v) It should be made mandatory on the contractor that only training card holder is allowed to work in the mine where outsourcing work is being carried out.
- (vi) Regular checking will be carried out by Area safety Officer to ensure that only training cardholder is allowed to work.

SPECIAL TERMS & CONDITIONS FOR TRANSPORT CONTRACTS

- 1.00 The contractor, before starting the work, shall furnish to the General Manager/ Project Officer the list of trucks/tipping trucks/ payloaders/ equipment, proposed to be deployed for the work, with the related papers of registration, fitness certificate, permits, licenses, Insurance, driving licenses etc. for inspection. No tipping trucks/ trucks/ payloaders/ equipment shall be deployed for the work without the approval of the Project Officer/ General Manager.
- 2.00 The tippers/ trucks/ payloaders/ equipment, deployed in any other project of the Company or any project of any subsidiary of Coal India Limited, shall not be diverted for the work without the approval of the Company. Similarly, the tipping trucks/trucks/ payloaders/ equipment deployed for the work shall not be diverted to any other project without the approval of the General Manager.
- 3.01 The contractor shall deploy adequate number of tipping trucks/ equipment for the satisfactory execution of the work.
- 3.02 Only tipping trucks with mechanical unloading arrangements shall be deployed by the contractor and in no case "Dala" trucks shall be deployed or permitted to be deployed for the work.
- 3.03 Only tipping trucks in good and safe condition having valid fitness certificate permits/ licences etc. and in respect of which the required taxes/ fees have been deposited and which are properly covered by insurance, shall be deployed for the work.

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

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

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

- 3.05 Only experienced, skilled and disciplined drivers of sound health, good behavior and antecedents having valid and requisite driving licence shall be deployed by the contractor for driving the tipping trucks/trucks/ pay loaders/equipment deployed for the work. In no case any un-authorized driving of the tipping trucks or operation of payloaders/ equipment shall be permitted by the contractor.
- 3.06 The tare-weight, gross weight, maximum carrying capacity of the truck and the dimensions of the body of the truck shall be clearly indicated on the body of each tipping trucks deployed for the work and maintained in good legible condition, at all times.
- 3.07 No addition or alteration to the size of the body or any such truck shall be carried out, without prior approval of the Project Officer/ General Manager.

The trucks shall be loaded only upto the maximum carrying capacity and shall not be overloaded under any circumstances.
- 3.08 All the coal transportation tippers/trucks must be covered properly to avoid dust generation during transportation of coal.

- 4.00 No manual workers shall be engaged by the contractor for loading/ unloading of the trucks or loading of wagons, under any circumstances whatsoever.
- 5.00 The contractor shall bring/ take back and arrange for the transportation of the trucks/ equipment/ men and materials required for the work at his own cost.
- 6.00 Contractor's trucks should ply only on specified routes/ roads. In case, plying of the trucks on any other route/ road become necessary, due to any reason, prior approval for the same shall be taken by the contractor from the Project Officer/ General Manager. In case of violation of this provision penalty may be imposed on the contractor and/ or the contract terminated.
- 6.01 The lead distance slab in transportation of coal/sand/OB should be within a particular distance slab if the distance measurement falls within that slab and if any extra distance is beyond a particular distance slab it should be considered for the next slab i.e. if distance is within and up to 1 Km it should be in distance slab of 0-1 Km and if it is more than 1 Km and within & up to 2 Km it should be considered in 1-2 Km slab and so on and the rates/ payment should made accordingly.

If the actual measured distance in a particular slab falls within +100 metres from upper limit of that slab then it should be measured thrice by the standing distance measurement committee and lowest of three measurements would be taken as actual distance. Then it will be verified by a check measurement committee at Headquarter level duly constituted by Director (Technical) Operation. The observation of the check measurement committee will be taken as final and binding.

- 7.00 The work shall be executed round the clock on all the days of week as directed by the Project Officer/ General Manager within the area and the contractor shall be obliged to comply with the same. However coal/sand/magnetite loaded trucks from one area to other areas including washeries will ply during day hours only i.e. from 6:00 AM to 6:00 PM. In case of exigency prior approval of concern Director should be obtained for relaxation in time on case to case basis.
- 8.00 The contractor shall not have any claim whatsoever for the idleness of his tipping trucks/ trucks/ payloaders/ equipment/ employees for want of coal or non-availability of departmental equipment, or lack of space available at the unloading site or any dislocation en-route and/ or for any other reason.
- 9.01 The contractor shall at his own cost arrange for all materials, stores, spares, tools, tackles etc. and maintenance/ repairs of the tipping trucks/ payloaders/ equipment required/ deployed for the work. The Company shall have no liability whatsoever on this account.
- 9.02 Deleted
- 10.00 The contractor shall maintain proper records in English/ Hindi of the trucks/ equipment/ persons, etc. deployed for the work, work done, daily attendance of the employees, payment to the employees etc. and the Company shall have the right of access to and inspection of these records or to call for any or all these records or ask the contractor to submit such reports as it considers necessary and the contractor shall be bound to comply with such instructions.

- 11.00 The Company shall have no responsibility/ liability whatsoever for any accident/ damage to the contractor's vehicle/ equipment in transit or while engaged in the work.
- 12.00 The contractor shall familiarise himself and fully comply with the provisions of all the Acts/ Rules/ Regulations/ Bye-laws and orders of the Local authority/Municipality/State Govt./Central Govt. applicable to the worker. Mines Act, Payment of Wages Act, Motor Vehicle Act, Workmen's Compensation Act, etc. and shall be fully responsible and liable for due observance of the same. The Company shall have no responsibility/ liability whatsoever on these accounts, and the contractor shall fully indemnify the Company against any claim/ dispute/ reference Award, etc. arising out of the same.
- 13.00 If the Company suffers any loss on account of suspension of production or idleness of its equipment/ employees or on any other account or damage to its property, due to any failure on the part of the contractor or due to any act of omissions or commission on the part of his representative/ employees or from the trucks/ equipment of the contractor, the value of the same as assessed by the Company, shall be recovered from the contractor's bill/ security deposit. The decision of the Company in this regard shall be final and binding on the contractor.
- 14.01 Where wagons are being weighed at the loading end, payment for coal/middling's transported to the siding/ CHP (where wagons are being loaded), loading of the tipping trucks by the Contractor's payloader (s), picking, breaking and wagon loading by Contractor's payloader (s), shall be made on the basis of the RR weight of coal/middling's dispatched, duly re-conciled with the measured opening and closing stocks at the siding/ CHP every month and after effecting deductions of penalties/ recoveries as per terms & conditions of this contract.
- 14.02(i) Where wagons are not being weighed at the loading end, payment for the items of work stated in 14.01 above shall be made on the basis of the actual weight of coal received by the Power Houses/ consignees as per the weighment of the wagons at their end, duly reconciled with measured opening and closing stocks at the siding/ CHP every month.
- (ii) If in the case of wagons not being weighed at the loading end, the payment is made by any consignee on the basis of RR weight, the contractor (s) shall be paid accordingly.
- (iii) In the case of wagons not being weighed at the loading end, 90% payment for items of work stated in 14.01 above, shall be made provisionally on the basis of RR weights. Balance payment shall be made after reconciliation, as explained in (i) above and effecting deduction of penalties/ recoveries as per terms & conditions of this contract.
- 14.03 In the case of coal transportation from face to stock if the trucks/tipping trucks are not being weighed, payment shall be made on volumetric measurement of the coal transported, converted to weight, taking 40 cft as one tonne, (irrespective of the fact that any other conversion factor is adopted by the Company for any other purpose), duly reconciled with the measured opening and closing stocks for the month and off-take from stock to the siding/ CHP as per 14.01/14.02 above and payment shall be made to the contractor (s) accordingly.
- 14.04 In case two or more contractors are engaged for the transportation work, the re-conciled total quantity for the month arrived at in 14.01/14.02 & 14.03 above shall be distributed between the transporting contractors, in proportion of the number of trips performed by each, during the month or in any other manner which the General Manager considers more appropriate.
- 14.05 In case there is mixed contractual and departmental transportation to stock/CHP/Siding, the quantity transported departmentally shall be separated to arrive at the quantity transported contractually for 14.01/14.02 & 14.03 above.

15.00 In case two or more contractors are engaged on picking/ breaking and wagon loading, the distribution of the reconciled quantity for the month, arrived at in clause 14.01, 14.02 & 14.03 above.

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

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

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

18.00 In case the trucks are being weighed both at the loading end as well as unloading end, the figures of weighment at both the ends shall be reconciled every month in respect of each contractor and if there is any shortage of coal received at the unloading end, the value of coal found short, will be deducted as under:

a. For the variation in quantity upto 2% (two percent) at the rate of prevailing sale price of the said grade of coal

b. For the variation in quantity exceeding 2% (two percent) double the then prevailing rate

The aforesaid deduction/recovery shall be made including all royalty, cess etc. from the running on A/c bill and/or security deposit of the transporting contractor (s) concerned or otherwise, specifically mentioned in work order/agreement.

The maximum permissible error/tolerance in respect of weighment at both the ends (Loading end as well as unloading end) will be (+/-) 30 Kg per trip.

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

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

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

22.00 Wagons supplied at the siding shall be loaded by the wagon contractor (s) within the free loading time given by the Railways, which may vary from time to time.

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

- (ii) If the demurrage is due to failure on the part of two or more coal transporting contractors the demurrage charges shall be apportioned by the General Manager/ Project Officer, amongst the concerned contractors as he considers appropriate and his decision in the matter shall be final and binding on each of these contractors.
- 23.02 (i) If the demurrage occurs due to failure on the part of wagon loading contractor the demurrage charges incurred shall be recovered from the wagon loading contractor.
- (ii) In case there are two or more contractors for wagon loading, the contractor who has not completed the loading of all the wagons allotted to him, within the free loading time, shall be held responsible and liable for the demurrage and demurrage charges for the full rake shall be recovered from him.
- (iii) In case demurrage of any rake occurs due to failure on the part of two or more wagon loading contractors, demurrage charges for the rake shall be recovered in proportion of the number of wagons allotted to each of them for loading.
- 23.03 (i) If the demurrage of wagons occurs due to failure on the part of the picking and breaking contractor, for not making available adequate quantity of clean and sized coal free from stone/ shale/ extraneous materials, he shall be liable for the demurrage charges incurred and the same shall be recovered from him.
- (ii) In case the demurrage occurs due to failure of two or more picking/ breaking contractors, the demurrage charges shall be apportioned in the manner as considered appropriate by the Project Officer/ General Manager and his decision shall be final and binding on each of the concerned contractors.
- 24.01 The wagon loading contractor (s) shall be also responsible for cleaning of the siding tracks/ between the line and on both sides of the same, leveling of coal loaded into the wagons and lime washing on the top of the same, in respect of the wagons allotted to him/ each of them.
- In case any rake is put on demurrage/ any penalty is imposed on the Company for failure on the accounts, the same shall be recovered from the contractor/s concerned.
- 24.02 In case any derailment of wagons occurs due to non-cleaning of the tracks by the wagon loading contractor (s) the charges/ penalties for the same levied by the Railways as also the demurrage charges for the same shall be recovered from the defaulting contractor (s).
- 24.03 All such charges/ penalties shall be apportioned between the defaulting contractors, as the General Manager thinks fit and reasonable and his decision in all the above cases shall be final and binding on the contractors concerned.
- 25.00 In order to ensure proper loading of wagon, the loading contractor shall ensure loading upto proper level keeping in view the stipulated carrying of the wagons and the loading will be done as per directions of Colliery/ Project/ Area officials responsible for the supervision of the loading of wagons at siding.
- 26.00 The wagon-loading contractor shall load clean coal free from stone/ shale/ bands/ extraneous materials and of stipulated size.
- 27.00 The daily rate of transportation shall be about the yearly quantity divided by the number of working days in the year \pm 30% but the contractor may be called upon to transport still more/still less quantity and no claim whatsoever shall lie against Company on account of such variations. The contractor/s shall make necessary arrangements and ensure transportation of coal, etc. on daily basis, as advised by the General Manager/ Project Officer.

- 28.00 In case a contractor falls to deploy adequate number of payloaders, the Company may, without any reference to the contractor, deploy its own payloaders and or make alternative arrangements for loading of the wagons/trucks for which double the wagon/ truck loading charges payable to the contract/s, for the quantity loaded by the Company's Payloaders of extra expenditure incurred by the Company on alternative arrangement made shall be recovered from the contractor.
- 29.01 The Contractor shall post adequate number of competent, experienced, skilled and disciplined persons having good antecedents for satisfactory execution of the work. A list of all such persons shall be kept in the office of the contractor and a copy of the same shall be furnished to the General Manager/Project Officer as and when required. All these persons shall be in the direct employment and under direct administrative control of the contractor and the management shall have no responsibility/ liability whatsoever in this regard.
- 29.02 The contractor shall issue an identity card/ employment card to each employee with photograph duly attested by him which the employee shall always carry with him, while on work and produce for inspection whenever required.
- 30.00 The contractor shall not engage any person of less than 18 years of age or females during night hours as required by relevant law.
- 31.01 The contractor shall pay to his employees salary and wages as per Law of the Land applicable to the workmen of the colliery/ washery where he is working under this contract.
- 31.02 The contractor shall make payment to his employees at the place (s) specified by the General Manager/Project Officer and in the presence of Company's representative authorised by General Manager/Project Officer who shall duly witness all payments by the contractor to his employees. For this purpose the contractor shall notify to the General Manager/ Project Officer the wage period (s) day/ date and time of payment.
- 31.03 The contractor shall prepare the wages sheet for his employees in duplicate, a copy of which shall be regularly submitted to the Project Officer.
- 32.01 The contractor shall make timely payment of all salary/ wages/ dues to his employees and shall also provide all benefits to his employees as per various Acts/Rules, Regulations, Orders applicable to the work e.g. bonus under Coal Mines Bonus Scheme and Payment of Bonus Act. Sunday Wages, Overtime, Holiday Wages, Leave Wages, Sick Leave etc.
- 32.02 The Contractor/ Contractors shall make necessary payment of the Provident Fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and Allied Schemes and Miscellaneous Provisions Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be and regularly deposit the contributions in accordance with the same. The Company shall have no liability whatsoever in this regard.
- 33.00 The responsibility of the contractor in respect of all payments to his employees will be complete and absolute. The Company shall have no liability whatsoever in this regard and shall be fully indemnified by the Contractor against any claim arising out of any non-payment/ short- payment/ dispute/ award.
- 34.00 The contractor shall arrange for the training of his employees in accordance with the Mines Vocational Training Rules, 1966 as amended from time to time, at his own cost.
- 35.00 In case any accident occurs or any injury is caused to any employee of the Company by the vehicles/equipment of the contractors or by any act of omission/ commission on the part of the contractor's representative/ employees, the compensation for the same, as

provided in law or as assessed by the Company shall be recovered from the contractor alongwith the costs and expenses incurred by the Company on the same.

36.00 The contractor shall provide foot-wears, helmets and other protective equipment, to his employees as provided in the law, at his own cost. In case of failure on the part of the contractor to provide these Protective equipment, the Company may provide the same to the employees at the cost of the contractor.

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

37.01 Compensation for price variation on the account of diesel will be paid/ recovered.

37.02 The base date shall be the 10th day prior to the last date on which the tenders were stipulated to be received (including the last date of submission of bid as mentioned in the NIT prior to revision, if any) for working out such price variation.

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

37.03 Benchmarking of price variation on account of diesel will be done on the basis of price of the diesel of the retail outlet of IOC/BP (PSUs), nearest to the worksite and the price variation will be admissible on simple average of diesel rate (nearest to the worksite) of the period considered for price variation.

(A) FOR COAL:

(i) Tipper

Formula for calculating Diesel price variation of different combination of lead slabs is as under:

$VF=DR/7.64$ (For a lead of 0-1 km)

$VF=DR/11.24$ (For a lead of 1-2 km)

$VF=DR/14.38$ (For a lead of 2-3 km)

$VF=DR/17.06$ (For a lead of 3-4 km)

$VF=DR/19.28$ (For a lead of 4-5 km)

$VF=DR/21.04$ (For a lead of 5-6 km)

$VF=DR/22.34$ (For a lead of 6-7 km)

$VF= DR/23.18$ (For a lead of 7-8 km)

$VF=DR/23.56$ (For a lead of more than 8 km)

Where

VF= Diesel price variation in Rs. per Te

D=one-way Lead in km,

R=Variation in the price of Diesel from base price in Rs./litre,

Note: 1-2 means $1 < \text{lead} \leq 2$

The above formulae will be applicable for tippers of all capacity.

(ii) Excavator (for loading of Coal)

Diesel price variation $VF=0.113 \times R$

where, R=Variation in the price of Diesel from basic price in Rs./litre)

(iii) Pay Loader (for loading of coal)

Diesel price variation $VF=0.066 \times R$

(iv) Price variation on diesel (wagon loading):

Diesel price variation $VF= 0.066 \times R$

(B) FOR SAND

(i) Tipper

Diesel price variation in Rs. Per Cum $VF= D \times R/9$

Where D=One-way distance in kilometer

R=Variation in the price of Diesel from base price in Rs./litre

(ii) Loading of sand by Pay Loader

Diesel price variation in Rs. Per Cum. $VF =0.116 \times R$

(iii) Loading of sand by Excavator(backhoe)

Diesel price variation in Rs. Per Cum $=0.25 \times R$

Note: Unit of Diesel price variation (VF) shall be Rs/Te for all formulae mentioned above under clause (A)-COAL and Rs/Cum for all formulae mentioned above under clause (B) – SAND.

- 38.0 Area Management will compensate any failure on account of transportation of coal on day-to-day basis by engaging any other available resources as per clause 10 of GTC.
- 38.01 Area Management will have the flexibility of diverting the fleet as per need to augment the production& dispatch programme as & when required.
- 38.02 Any deviation or alteration as & when required in any item of work during the execution of the contract has to be executed by the contractor at derived rates as per NIT Terms.
- 39 .0 The bidders must accept the Integrity Pact online. The format of Integrity Pact is at **Annexure-I**
- 40.0 All tippers shall have its registration number written with paint on both sides of the tipper body (Dala) of 3"-4" size letters/numbers apart from usual number in front and back which is properly fixed and no hanging number plate will be allowed.
- 41.00 The following clauses are applicable whenever crushing of coal is one of the element of work :-
- (Note:- Clauses as per 41.07, 41.10, 41.11, 41.13 - 41.17, 41.19, 41.20, 41.22 are general clauses which are applicable in all cases.)

- 41.01 The contractor should have capacity to deploy the mobile crusher with spreader (capacity and nos as specified in NIT) including the ancillary equipments required and to increase the equipment further, if required, based on the quantum of work awarded.
- 41.02 Electrically operated Mobile Crusher with spreader procured by the contractor under any hire purchase scheme will also be considered as if owned by the contractor.
- 41.03 Electrically operated mobile crusher with spreader will be required to crush coal for an output of (-)100 mm size coal as per the instructions of the Engineer-in-Charge at site.
- 41.04 The rate for crushing of coal by electrically operated mobile crusher with spreader will be excluding the cost of electricity which will be provided by BCCL free of cost.
- 41.05 Electrical power shall be provided up to a suitable point to the contractor for the purpose of coal crushing, as practicably possible. The contractor has to make their own arrangement for using the electrical power from the point provided by the company for execution of the work.
- 41.06 The contractor shall make adequate arrangement for water spraying and other suitable dust suppression measure while crushing of coal to keep air borne dust to minimum.
- 41.07 The contractor shall ensure the compliance of provisions of statutory obligations like Prevention and Control of Pollution Act, 1974, Indian Electricity Rule, Coal Mines Regulation etc as applicable.
- 41.08 The Mobile Crusher is to operate round the clock for all the days in a year. The contractor shall provide all required material and manpower including the supervisors and other technically skilled and unskilled labour for all the three shifts or as required for operation, repair and maintenance of the mobile crusher with spreader, conveyors and other ancillary parts and machineries to ensure effective running of the plant.
- 41.09 Contractor shall provide manpower for segregation / removing of stone from the feeder/hopper of mobile crusher if any.
- 41.10 Contractor shall provide and maintain sufficient number of fire extinguisher. Contractor shall provide and maintain effective firefighting arrangements.
- 41.11 In case of breakdown of any equipment in the system this will be immediately attended to by the contractor for necessary rectification to bring it to normal operation in the shortest possible time. The contractor will make necessary

arrangement for providing supervisory services by themselves and if necessary by the original equipment/system manufacturer's service engineer at their cost.

- 41.12 All materials, tools, tackles and appliances for maintenance of any equipment in the system including those required for dismantling, shifting, hoisting, lowering, fitting etc shall be provided by the contractor at his own cost.
- 41.13 Removal of coal (spilled/accumulated) at loading/unloading sites or accidentally spilled over during transit will be the responsibility of the contractor.
- 41.14 All statutory requirements are to be fulfilled by the contractor including labour license, rules and regulation of DGMS and other statutory authorities including those of State Govt., Central Govt, and BCCL.
- 41.15 Supply of all safety appliances required for their working personnel shall be the responsibility of the contractor.
- 41.16 Contractor shall depute only competent supervisors, who are experienced and skilled in their respective fields to execute and supervise the work.
- 41.17 Skilled, semiskilled and unskilled labour as is necessary for the operation, proper and timely repair & maintenance, upkeep of any equipment in the system should be deployed by the contractor.
- 41.18 The Contractor shall maintain at his own cost all security arrangement for protection of the mobile crusher and other ancillary equipments including places where maintenance is being carried out.
- 41.19 The contractor shall ensure insurance of all personnel engaged by them for any accident during operation and maintenance of the mobile crusher.
- 41.20 The contractor shall ensure that the persons deployed by them for the operation and maintenance of the equipments comply with the Mines Act and any other Law for the time being in force.
- 41.21 The contractor shall repair and maintain the crushing plant in totality throughout the entire contract period. The contractor shall provide sufficient manpower skilled and unskilled to maintain the plant at a level to meet system operating criteria.
- 41.22 To improve the service back-up the contractor shall establish a 24 hourly contact point at Dhanbad by posting competent Engineer with all essential float units and spare parts. He will also keep effective liaison with BCCL's engineer. This arrangement shall be apart from the site Engineers to be placed at Areas as may be required.

41.23 The contractor must ensure maintenance of sufficient stock of readily consumable items and spares required for the smooth running of the crushing plant.

41.24 This will be the contractor's responsibility to ensure that personnel engaged by him for the operation, repair & maintenance of the crushing plant possess requisite statutory certificates.

VOCATIONAL TRAINING AND SAFETY REQUIREMENTS

A) VOCATIONAL TRAINING

1) OBLIGATION ON THE PART OF CONTRACTOR.

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

2) OBLIGATION ON THE PART OF EMPLOYER.

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

B) SAFETY REQUIREMENTS

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

requirement include measures associated with safe movement, safety management, safety equipment, fire safety, enforcement and emergency response

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

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

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

Safety requirements to be complied

1) General Aspect.

i) Contractor shall submit list of person deployed for the work. No person shall be deployed for the work without knowledge of the authority.

ii) All employees deployed for the work shall undergo IME and PME as per statute and the record of the same shall be maintained in the office of Manager.

iii) Contractor shall maintain form 'A' of his Employees and a soft copy shall be submitted to the Engineer-in-charge.

iv) Contractor shall issue "Identity Card" with photograph duly attested mentioning Name of contractor, Name of employee, Designation, DOB, Date of IME/PME, VTC and period of validity etc. to each employee. The Drivers / employees shall carry original identity card, while on work and produce for inspection whenever required.

v) Daily attendance shall be marked in form D for IN and OUT.

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

vii) Safe Operating Procedure (SOP)/Code of practice/traffic rule for the work shall be prepared and shall be displayed in working place/important places in languages understood by the workers. Risk assessment shall be conducted and safe method to deal the same shall be carried out. Copy of SOP and Site Specific Code of Practice shall be given to the EIC/Authorized representative. Contractor shall deploy qualified and competent person to ensure working as per statute and SOP.

viii) Contractor shall ensure Group Insurance for all employees for a minimum coverage of Rs. 15 Lakhs.

ix) Contractor shall ensure that working hours for his employees comply with relevant sections of Mines Act 1952 and modifications thereof.

- x) Contactor shall submit list of all accidents and analysis thereof.
- xii) Contractor's workers shall not remain unattended on the floor of the working face. Breakdown in mines shall be attended by competent supervisor.
- xiii) Contractor shall provide roadworthy vehicle/pick up van for movement of maintenance/operator

Safety requirement for equipment, vehicles and machinery

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

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

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

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

Road Worthiness of Vehicle:

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

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

Guidelines for Banning of Business

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

1. Observance of Principle of Natural Justice before banning the business dealings with any contracting entity.
2. The contracting entity may be banned in the following circumstances :-
 - i) If bidder backs out after notification of opening of price bid and if that bidder is found to be L-1.
 - ii) If L-1 bidder fails to submit Performance Security Deposit and Additional Performance Security Deposit, if any and/or fails to execute the contract within stipulated period.
 - iii) If L-1 bidder fails to start the work on scheduled time.
 - iv) In case of failure to execute the work as per mutually agreed work schedule.
 - v) Continued and repeated failure to meet contractual Obligations:
 - a. In case of partial failure on performance, agency shall be banned from future participation in tenders keeping his present contract alive.
 - b. On termination of contract.
 - vi) Willful suppression of facts or furnishing or wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means. (In this case the banning shall be for a minimum period of 05(Five) years.
 - vii) Formation of price cartels with other contractors with a view to artificially hiking the price.
 - viii) The contractor fails to maintain/repair/redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.
 - ix) Contractor fails to use Mobilization advance given to him for the purpose it was intended.
 - x) Contractor fails to renew the securities deposited to the department.
 - xi) The contractor fails to rectify any lapse(s) in quality of the work done within defect liability period.
 - xii) Transgression of any clause(s) relating to Contractor's obligation defined in the Integrity Pact wherever such Pact exists.
 - xiii) Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.
3. Such 'Banning of Business', if and when effected, shall be with prospective effect only. The effect of 'Banning of Business' shall be for future tenders from the date of issue of such Order. However, if any contracting entity is banned after online notification of opening of Price Bid, such a ban will not be effective for that work.
4. The banning shall be for a minimum period of one year and shall be effective for the concerned Subsidiary for the tenders invited at Subsidiary level. Similarly, in case of tenders of CIL HQ, banning shall be for CIL HQ. However, if such 'Banning of Business' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required.
5. Once a contracting entity is banned, it shall be extended to the constituents of that entity, all partners in case of Joint Venture, all the partners in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm and all the Directors in case of Limited Company. If such banned owner/Proprietor/Partner/Director make/form different Firms/entity and attempts to participate in tenders, the same will not be entertained during the currency of such banning.
6. The above 'Banning of Business' shall be in addition to other penal provisions of NIT/Contract document.

7. Approving Authority: The 'Banning of Business' of a contracting entity shall be done with the approval of the Competent Authority as per the details below:
 - a) In case the Accepting Authority of the work is Board or Empowered Committee or CFDsor CMD of CIL/Subsidiary Company, then the Competent Authority for banning shall be CMD of CIL/Subsidiary Company.
 - b) In case the Accepting Authority of the work is upto the level of Director of CIL/Subsidiary Company, then the Competent Authority for banning shall be Director of CIL/Subsidiary Company.
8. Appellate Authority shall be one Rank higher than the Competent Authority meant for 'Banning of Business'. In case the banning is done with the approval of CMD of the Subsidiary Company then Chairman, CIL shall be the Appellate authority.
9. Any change on the above may be done with approval of CFDsof CIL.
10. All the orders of banning or orders passed in appeal shall be marked to GM(CMC) / Civil / concerned HODs of CIL/Subsidiary Company. Further, all such orders will be uploaded in Coal India site as well website of the Subsidiary Company.
11. Efforts shall be made by the concerned Department so that such order is linked to e-tender portal of Coal India Limited.

PRE-CONTRACT INTEGRITY PACT

(To be signed on Plain Paper)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... Day of the month of20... , between, on one hand, Bharat Coking Coal Ltd 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 execute (Name of the work) and the BIDDER/Seller is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/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 work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling Bidder's 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)/Contractors(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)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees Only. The guidelines and terms and conditions for Indian agents of the Foreign suppliers shall be as per the provisions at the Annexure-A.
 - 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 Banning of business dealings".

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 CMD, BCCL.

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 Joint Venture (JV), 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)

Date _____

Date _____

Place -----

Place -----

Witness 1:

Witness 1:

(Name & Address)

(Name & Address)

Guidelines for Indian Agents for Foreign supplier (Part of Integrity Pact)

1. Authorised Indian Agent of a foreign manufacturer or indigenous manufacturer is also eligible to quote on behalf of its principal against the tender, in case manufacturer as a matter of corporate policy does not quote directly. However, in such case, authorised Indian Agent shall have to upload scanned copy of tender specific Manufacturer's Authorization-signed and stamped by the manufacturer to quote against the CIL Tender, indicating the Tender Reference No. and date along with the offer. The authorised Indian Agent is to upload scanned copies of details in respect of its organization along with the copies of document like certificate of incorporation / registration etc. along with the offer. The firm (Indian Agent) should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent.

In case an Indian Agent is participating in a tender on behalf of one manufacturer, it is not allowed to participate / quote on behalf of another manufacturer in this tender or in a parallel tender for the same item. Further, in a tender, either manufacturer can quote or its authorised Indian Agent can quote but both are not allowed to participate/ quote in the same tender. Also one manufacturer can authorise only one agent to quote in the same tender. All the bids, not quoted as per the above guidelines, will be rejected.

2. The Foreign manufacturer must indicate the name & address of its agent in India. It should also indicate the commission payable to them and the specific services rendered by them. The Indian Agency commission will be payable only on FOB prices of goods and it should be quoted as a percentage of the FOB price. In case, the foreign manufacturer does not have any Indian Agent, it should be clearly mentioned in the bid. In terms of Integrity Pact, the bidder has also to disclose all payments to agents, brokers or any other intermediaries. The amount of agency commission payable to Indian Agent should not exceed 5% or what is specified in agency agreement, whichever is lower.
3. In addition to above A certificate that no commission is payable by the principal supplier to any agent, broker or any other intermediary against this contract other than percentage as indicated in BOQ (not exciding 5% of FOB) of FOB value of the contract to Indian Agent. This certificate forms a part of letter of credit.
4. The payment of Indian Agency Commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency commission if any, payable shall have to be mentioned in the offer by the foreign manufacturer.
The following documents shall be submitted by the bidder in case of contract with foreign principals involving Indian agents:
 - i. Foreign principal's pro-forma invoice or any other authentic document indicating the commission payable to the Indian agent, nature of after sales service to be rendered by the Indian Agent and the precise relationship between the Principal and the Agent and their mutual interest
 - ii. Copy of the agency agreement if any with the foreign principal stating the precise relationship between them and their mutual interest in the business.
However, if all the details given in Para- (i) are complied with, the requirement of submission of document mentioned at Para – (ii) may be waived.
5. Agency commission, if any, shall be paid in equivalent Indian Rupees.

PROFORMA 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/s and 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.....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) Either Party commits material breach of this Agreement and fails to cure such breach within the period designated by the non-defaulting Party.

v) Both parties agree to terminate this Agreement in writing.

vi) The Project is completed including defects liability period to the satisfaction of the Employer and all the parties complete any and all duties, liabilities and responsibilities under or in connection with the Contract and the Joint Venture 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. All Joint Venture Partners M/s.....; M/s..... & M/s..... nominate and authorize Shri..... (name and designation) of M/s..... to sign all letters, correspondence, papers & certificates and to submit the Pre-qualification Application / Bid documents for and on behalf of the Joint Venture.

3) REPRESENTATIVE OF THE PARTNERS OF THE JOINT VENTURE.

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

JV Partner	Name	Position in the respective Company
M/s.....

M/s.....

M/s

4) PARTICIPATION SHARE & WORK RESPONSIBILITIES.

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

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

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

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

4.2 The Parties shall share the rights and obligations, risk, cost and expenses, working capitals, profits or losses or others arising out of or in relation to execution of the Project individually or collectively.

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 Company.
- d) Notwithstanding demarcation or allotment of work of between/amongst Joint Venture partners, Joint Venture shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.
- e) In case bid being accepted by Company, the payments under the contract shall only be made to the Joint Venture and not to the individual partners.

10) BANK A/C.

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

11) LIMIT OF JOINT VENTURE ACTIVITIES.

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

12) TAXES.

Each Party shall be responsible for its own taxes, duties and other levies to be imposed on each party in connection with the Project. The taxes, duties and other levies imposed on the Joint Venture in connection with the Project shall be paid from the account of the Joint Venture.

13) EXCLUSIVITY

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

14) MISCELLANEOUS:

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

15) APPLICABLE LAW

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

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

For

For.....

Signature _____

Signature _____

(Name & Address)

(Official Seal)

Place

Date

Witness

Signature

(Name & Address)

(Name & Address)

(Official Seal)

Place.....

Date

Witness

Signature

(Name & Address)

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

NOT APPLICABLE

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 as per letter of acceptance dated -----(herein after called the said contract) withBHARAT COKING COAL LIMITED (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 Contractor shall furnish a Performance Security in the shape of Bank guarantee from a Schedule Bank for a sum of `----- as security for due compliance and performance of the terms and conditions of the said contract.

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

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

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

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

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

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

The Bank further agrees with the company that the company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forebear to enforce any of the terms and conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such

failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect or relieving or discharging the Guarantor.

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

This Bank Guarantee shall also be operative at our Branch located at(detailed address), from whom, confirmation regarding issue of this guarantee or extension/renewal thereof shall be made available on demand.

Any notice by way of request, demand or otherwise hereunder may be 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.

The details of outstation Bank issuing the Bank Guarantee are as below.

- i) Complete Postal Address with PIN Code
- ii) Branch Code
- iii) IFSC Code –
- iv) SWIFT
- v) Telephone No.
- vi) Fax No.
- vii) Email ID

The details of Local Operating Branch of the Bank issued the Bank Guarantee are as below.

- i) Complete Postal Address with PIN Code
- ii) Branch Code
- iii) IFSC Code –
- iv) SWIFT
- v) Telephone No.
- vi) Fax No.
- vii) Email ID

Whenever there is change in postal address and/or other details of this branch issued the guarantee and/or the operative branch, we(the issuing bank) will ensure to intimate respective Area, being the beneficiary, of such changed address, telephone number, fax number and e-mail ID.

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 payable at Kolkata Branch/Dhanbad Branch at.....(pl. specify name of Branch with address)”

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

BANK GUARANTEE FOR RELEASE OF RETENTION MONEY DEDUCTED @3% FROM RUNNING BILL

IN LIEU OF RECEIVING PAYMENT AGAINST THE SECURITY DEPOSIT ACCRUED ANNUALLY BY PAYING THE RUNNING BILL AT 97%, i.e. THE RETENTION MONEY DEDUCTED @ 3% FROM RUNNING BILL

To

Re: Bank guarantee in respect of contract No.....

Dated..... between (Name of the)

And (Name of the contractor)

WHEREAS

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

It has been agreed that the Contractor shall furnish a Bank Guarantee from a Schedule bank for a sum of Rs..... as security for release of equivalent amount of Retention Money 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 Retention Money NOW, THEREFORE, we the..... Bank (herein after called The Bank) hereby, unconditionally and irrevocably, guarantees and affirms as follows:

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

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

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

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

The Bank further agrees with the company that the company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract

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

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

This Bank Guarantee shall also be operative at our Branch located at(detailed address), from whom, confirmation regarding issue of this guarantee or extension/renewal thereof shall be made available on demand.

Any notice by way of request, demand or otherwise hereunder may be 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.

The details of outstation Bank issuing the Bank Guarantee are as below.

- viii) Complete Postal Address with PIN Code
- ix) Branch Code
- x) IFSC Code -
- xi) SWIFT
- xii) Telephone No.
- xiii) Fax No.
- xiv) Email ID

The details of Local Operating Branch of the Bank issued the Bank Guarantee are as below.

- viii) Complete Postal Address with PIN Code
- ix) Branch Code
- x) IFSC Code -
- xi) SWIFT
- xii) Telephone No.
- xiii) Fax No.
- xiv) Email ID

Whenever there is change in postal address and/or other details of this branch issued the guarantee and/or the operative branch, we(the issuing bank) will ensure to intimate respective Area, being the beneficiary, of such changed address, telephone number, fax number and e-mail ID.

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

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

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

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

The Bank has under 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 payable at Kolkata Branch/Dhanbad Branch at.....(pl. specify name of Branch with address)”

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

Instructions to Bidders for both the above BGs

NOTES TO BANK GUARANTEES

While issuing the Bank Guarantee, the issuing bank may please note the following.

- i) The bank guarantees issued by the issuing bank on behalf of Contractor, supplier, customer in favour ofCoalfields Limited shall be in paper form as well as Structured Financial Messaging System (SFMS).
- ii)(Company name) has chosen(Bank name) and(Bank name) to act advising/beneficiary bank of(Company name). The bank issuing the guarantee can choose either of these banks to send confirmation through SFMS.
- iii) The details of beneficiary for issue of bank guarantee in SFMS platform is as furnished as below.

1	Name and details of the Beneficiary	i	Name	
		ii	Area	
		iii	Name of Bank	
		iv	Bank Account No.	***
		v	Department	**
2	Beneficiary’s Advising Bank, Branch and Address for Confirmation of BGs through SFMS	i	Name of Bank	
		ii	Bank Branch Name	***
		iii	Branch Code	***
		iv	Beneficiary Bank Branch IFSC	***
		v	Beneficiary Bank Address	***

* Name of the Area/HQ, to which the NIT is concerned, is to be mentioned.

** Name of Department of the Area/ HQ, to which the NIT is concerned, is to be mentioned

*** Details of Bank Account, IFSC Code, Bank Address of the Area/HQ to which the NIT is concerned, is to be mentioned

i) The Supplier / Contractor/ Customers are required to take note of it that above particulars are to be incorporated by the issuing bank properly while issuing the Bank Guarantee under SFMS mode to avoid any future problem in accepting the BGs.

ii) The Guarantor (BG issuing bank) shall send information about issuance of this Guarantee through SFMS gateway to the **State Bank of India, Main Branch, Dhanbad**(Bank name) (IFSC-**SBIN0000066**) or **ICICI Bank, Dhanbad**(Bank name) (IFSC-**ICIC0000196**), as the case may be, to aid in the process of confirmation of Bank Guarantee.

iii) The Guarantor (BG issuing bank) shall also send information about issuance of this Guarantee to its local operating branch at **Dhanbad or Kolkata** to aid in the process of confirmation as well as claim for encashment of Bank Guarantee.

iv) The Original Bank Guarantee issued by the outstation bank shall be sent by the Issuing Bank to the Concerned Department of Head Quarters or Area of **Bharat Coking Coal Limited** at **Dhanbad** (as the case may be) by Speed Post /Registered Post (AD).

MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT.

1. Name of the Bidder :
2. Address of the Bidder :
- City..... Pin Code.....
- E-mail Id
- Permanent Account Number

3. Particulars of Bank:

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

4. Date from which the mandate should be effective.

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

Place :

Date:

Signature of the Party / Authorised Signatory

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

Banker’s Stamp

Date

Signature of the Authorised official from the Bank)

PROFORMA FOR LETTER OF BID TO BE ACCEPTED UNCONDITIONALLY BY BIDDER DURING SUBMISSION OF BID ONLINE : (TO BE ACCEPTED THROUGH GTE)

FORMAT OF "LETTER OF BID"

To,

The Tender Inviting Authority

Bharat Coking Coal Limited

Sub. : Letter of Bid for the work "-----"(to be filled by the department)

Ref. : 1. NIT No.: "-----"(to be filled by the department)

2. Tender Id No. : "-----" (to be filled by the department)

Dear Sir,

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

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

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

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

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

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

Should this bid be accepted, we agree to furnish Performance Security within stipulated date and commence the work within stipulated date. In case of our failure to abide by the said provision Bharat Coking Coal Limited shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period 12 months" OR to act as specified in the NIT.

PROFORMA FOR UNDERTAKING TO BE ACCEPTED UNCONDITIONALLY BY BIDDER(S) FOR GENUINENESS OF THE INFORMATION FURNISHED ONLINE AND AUTHENTICITY OF THE DOCUMENTS UPLOADED ONLINE IN SUPPORT OF HIS ELIGIBILITY:(TO BE ACCEPTED THROUGH GTE)

FORMAT OF UNDERTAKING

We solemnly declare that:

1. I/We am/are submitting Bid for the workagainst NIT No/Tender ID (to be entered by TIA) Dated..... and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.
3. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
4. I/ We hereby authorize department to seek references / clarifications from our Bankers.
5. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
6. I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time.
7. I/We do not have relationship with any other participating Bidders, directly or through common third parties, that puts us in a position to have access to information about or influence on the bid of another Bidder
8. I/We or any of my/our affiliate has/have not participated as consultant in the preparation of the design or technical specification of the contract that is the subject of the bid.
9. Not Applicable
10. **Certificate regarding compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries** - I/we have read the Clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries; I/we certify that I am/ we are not from such a country or, if from such a country, has/have been registered with the Competent Authority and will not sub-contract any work to a Contractor from such countries unless such Contractor is registered with the Competent Authority. I hereby certify that I/we fulfil all requirements in this regard and I am/ we are eligible to be considered.
(Where applicable, evidence of Competent Authority shall be attached.)
11. We hereby confirm that we shall deploy matching equipment, dumpers, tippers etc. of required capacity as per NIT either owned or through hiring.
12. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues (including Earnest Money, Performance Security Deposit) and banning of our firm and all partners of the firm etc as per the tender document.

PROFORMA FOR UNDERTAKING TO BE UPLOADED BY BIDDER/S (ON THEIR LETTER HEAD) REGARDING RELATIVES AS EMPLOYEES OF COMPANY, ARBITRATION CLAUSE (IN CASE OF PARTNERSHIP FIRM/JV), LOCAL SUPPLIER STATUS OF THE BIDDER ETC.:

PROFORMA FOR UNDERTAKING

(To be uploaded by the Bidder on his Letter Head during submission of bid online)

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

1. Myself/Our Partners/Directors don't has/have any relative as employee of **Coal India Limited.**

OR

The details of relatives of Myself/Our Partners/Directors working as employee of Coal India Limited is as follows:

- a) Name of the employee
- b) Place of posting
- c) Department
- d) Designation
- e) Type of relation - Wife/Husband/ Father/ Step-Father/Mother / Step-Mother/ Son/Step-son/ Son's wife / Daughter / Daughter's Husband / Brother/ Step-Brother/ Sister / Stet-Sister.

2. *I/We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.

Or

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

*** Delete whichever is not applicable.**

3. ** I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs.

Or

**I / Wehave been banned by the organization named " _____ " for a period of..... year/s, effective from to.....

3(a). No Banning has been extended as per clause "5" under "Guidelines for Banning of Business" under NIT.

Or

Banning has been extended to (Name of partner) in case of Joint Venture/ Partnership firm, (Name of owner/proprietor) in case of Proprietorship Firm and (Name of Director) in case of Limited Company, for a period of Year/s, effective from To(copy to be attached, if applicable).

**** Delete whichever is not applicable.**

4. We,.....(Name of Partners of Partnership Firm/Joint Venture), partners of(Name of Partnership Firm/Joint Venture) hereby consent to abide by the provisions of Clause 13 and 14 of General Terms and Conditions pertaining to arbitration.
(Applicable in case of Partnership firm/Joint Venture)

5. We certify that the works/services offered by us against the tender for the work "..... (Name of work)" against NIT No/Tender ID. Dated....., meet the minimum local content requirement and has local content:

* Equal to or more than 50% (Select this, in case of Class-I Local Suppliers) i.e.....% (indicating the percentage of local content)

* More than 20% but less than 50% (Select this, in case of Class-II Local Suppliers) i.e.....% (indicating the percentage of local content)

***Delete whichever is not applicable.**

6. I/We,....., Proprietor/ Partner/Legal Attorney/Director/ Accredited Representatives of M/s, solemnly declare that Myself/Our Partners/ Directors don't has/have any work in washing of Coal as operator of privately owned washery and/or work of Loading/Transportation of coal to such washery in _____ Area of BCCL.

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

FORM OF AGREEMENT
(On Non Judicial Stamp Paper)

Agreement No. _____

This agreement, made the _____ day of _____ 200... between _____
_____ (name and address of the Employer) (hereinafter called "the Employer" and
_____ (name and address of the Contractor) (hereinafter called
"the Contractor" of the other part)

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement, works and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of the defects wherein the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (i) Letter of Acceptance.
 - (ii) Notice to proceed with the work;
 - (iii) Contractor's Bid
 - (iv) Conditions of Contract
 - (v) Specifications
 - (vi) Drawings
 - (vii) Bill of Quantities and
 - (viii) Scope of work and conditions of contract
 - (ix) Integrity Pact
 - (x) Guidelines for banning of business
 - (xi) Any other document listed in the bid document/ Contract as forming part of the contract

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

The Common Seal of _____
was hereunto affixed in the presence of : _____
Signed, Sealed and Delivered by the said _____
in the presence of : _____
Binding Signature of Employer _____
Binding Signature of the Contractor _____
Under Jurisdiction of Dhanbad Court only.
Signature of Witness
(Name, address & date)

BHARAT COKING COAL LIMITED

(A Mini Ratna Company)

e-TENDER DOCUMENT

PRICE BID (PART - II)

Part – II: - Contains 01 Page

e-TENDER NOTICE No.: TPTN-55

- **NAME & PLACE OF WORK:** Transportation of coal from different sources to different destinations including crushing of coal and allied jobs under Govindpur Area of BCCL for a period of 730 days
- **NIT No. : BCCL/CMC/F-e-NIT/Coal/Tptn-55/Govindpur/2022/549**

Date:12.12.2022

- **Estimated Cost: Rs. 60,54,14,009.60 (Inclusive of GST)**
- **Earnest Money Deposit: Rs. 37,83,900**
- **Date & Time of submission of Tenders: - As per NIT.**

BHARAT COKING COAL LIMITED
PART-II (PRICE BID)

e -TENDER NOTICE No.: TPTN-55

Ref. No. BCCL/CMC/F-e-NIT/Coal/Tptn-55/Govindpur/2022/549

Date:12.12.2022

Name and place of work: Transportation of coal from different sources to different destinations including crushing of coal and allied jobs under Govindpur Area of BCCL for a period of 730 days.

I/ We have agreed to do the above-mentioned work as per provisions given in the Part-I & Part-II of the tender document irrespective of whether all are specifically mentioned in the description of item or not.

Opening of Price-Bid will be done online as per the Terms and conditions of NIT/ Tender Document.

I / We also hereby declare to abide by all the terms and conditions and various stipulations of the tender document (Part- I & Part- II).

BILL OF QUANTITIES / SCHEDULE OF QUANTITIES

SN.	Particulars	Rate	Quantity	Amount
		(Rs/Te)	(in Te)	(In Rs)
1	Transportation of coal from different sources to different destinations on the specified route by tippers including unloading of coal up to a lead slab as indicated including the cost of all materials and labor etc. for complete job as per the Direction of engineer – in-charge.			
(i)	Lead slab (0-1) KM	29.18	3780000	110300400
(ii)	Lead slab (1-2) KM	38.51	960000	36969600
(iii)	Lead slab (2-3)KM	49.91	934000	46615940
(iv)	Lead slab (3-4)KM	60.85	1480000	90058000
(v)	Lead slab (4-5)KM	71.35	688000	49088800
2	Loading of coal into tippers from the stockpile by payloader including the cost of all material, labor, ancillary works, etc. for complete job as per direction of engineer –in-charge.	11.55	7842000	90575100
3	Loading of coal into the wagon by a payloader at siding including the cost of all material, labor, ancillary works, etc. for complete job as per direction of engineer–in–charge.	12.66	4062000	51424920
4	Crushing of coal into (-) 100 mm size (all dimensions) by electrically operated mobile crusher with spreader including feeding of coal to the mobile crusher. The element includes providing, installing suitable & matching crushing arrangements as per NIT requirements with all infrastructures including operation, repair, and maintenance of the crushing arrangement. (Electricity will be supplied free of cost by BCCL)	12.37	2260000	27956200
5	Weighing Charges (at Collieries and receiving end)	1.24	8124000	10073760
	SUBTOTAL			513062720
	GST for (1+2+3+4+5 Incl. GST)	@18%		92351289.6
TOTAL (including GST)				605414009.6

Note:

1. Weighment Charges shall become payable for any distance slab only after verification of weighment challans.
2. All duties, taxes will be applicable as per clause no. 11 of Instructions to Bidders and 12(vii) of General Terms and Conditions of tender document.
3. Refer NIT, Clause No. 9(f) for submission of price bid.
4. The execution of the above work is divisible.

SAMPLE CHECKLIST OF WORK EXPERIENCE CERTIFICATE

THIS IS A SAMPLE CHECKLIST FOR WORK EXPERIENCE CERTIFICATE. (FOR REFERENCE PURPOSE ONLY).

The Work Experience Certificate issued by Employer (Principal Employer as applicable) should contain the following important parameters in line with the information furnished by the bidder online:

1. Name of Work: (Should be as per the Similar Nature of Work and should be matching with the Name of work mentioned in Work Order or Agreement).
2. Work Experience Certificate Reference No.: (should contain Reference No. and issuing date.)
3. Work Order Ref Number: (Work Order Reference Number should be clearly mentioned).
4. Agreement Ref Number: (Agreement Reference Number should be clearly mentioned) (As applicable).
5. Name of Contractor: (In case of a JV, Share of each JV Partner).
6. Name & Address of Employer/Work Order Issuing authority of experience.
7. Start Date & End Date of Qualifying Experience: (Should be maximum consecutive 365 days and should be within the period (1 year (consecutive 365 days)] declared online for consideration of eligibility).
8. Executed Value of Work: (Should be for the period as declared online)

NOTE:

1. For eligibility Total Amount of Work Experience (adding all the Experience Value during the consecutive 365 days declared online) should be at least 50% of the Annualized value or estimated value whichever is less.
2. In case of JV, above documents of partner(s) shall be submitted and Work Experience shall be met collectively by all the partner/ members.

SAMPLE CHECKLIST OF WORKING CAPITAL CERTIFICATE

THIS IS A SAMPLE CHECKLIST FOR WORKING CAPITAL CERTIFICATE. (FOR REFERENCE PURPOSE ONLY).

The Working Capital Certificate issued by CA should contain the following important parameters in line with the information furnished by the bidder online:

1. Name of Bidder:
2. Amount of Available Working Capital inclusive of lines of credit and availability of other financial resources:

S.No	Particulars	Value(In Rs)
(1)	(2)	(3)
1	Current Asset (CA)	
2	Current Liability (CL)	
3	Working Capital (1-2)	
4	Access to lines of credit and availability of other financial resources	
5	Working Capital inclusive of Access to lines of credit and availability of other financial resources (3+4)	

Note: For eligibility Amount should be at least 20% of the Annualized value or Estimated value whichever is less.

3. Date on which bidder possess working capital: (Should be within 3 months prior to the date of opening of tender),
4. Name of Chartered Accountant (CA) with Membership No.:
5. Date of issue of Certificate: (Should be within 3 months prior to the date of opening of tender).
6. Certificate should be issued by Practicing CA (having Membership No.) containing UDIN No.

NOTE:

1. Access to line of Credit and availability of other financial resources shall imply **the Net availability of Funds***towards Working Capital, as on the date on which bidder possesses working capital.

*The net availability of funds is the availability of unutilized fund.

2. In case of JV Bidder needs to submit the Working Capital Certificate of individual Partners and the requirement of Working Capital shall be met as per following proportion:

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