GLOBAL BID DOCUMENT

FOR

COAL MINE METHANE (CMM) DRAINAGE & UTILIZATION OF METHANE ON CONCEPT TO COMMISSIONING BASIS FROM MOONIDIH UG MINE IN JHARIA COALFIELD

UNDER

BHARAT COKING COAL LIMITED (BCCL)
DHANBAD, (JHARKHAND) INDIA

BHARAT COKING COAL LIMITED
(A MINIRATNA COMPANY)
(A Subsidiary of Coal India Limited – A Maharatna Company)
REGD.OFF: KOYLA BHAWAN, KOYLA NAGAR
DHANBAD- 826005 (Jharkhand) India
CIN: U10101JH972GO1000918
CONTRACT MANAGEMENT CELL
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BHARAT COKING COAL LIMITED
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CONTRACT MANAGEMENT CELL
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SECTION-1

NOTICE FOR GLOBAL E- TENDER

NIT No.: BCCL/CMC/e-Tender/Global/CMM/Moonidih/2020/125 Date: 31.03.2020

1.1 Digitally signed and encrypted E-Tenders are invited under Two Part system on-line on the e-Tendering portal of Coal India Limited (CIL) ***https://coalindiatenders.nic.in*** from the reputed and experienced Firms/Organizations for the following work:

NIT/Tender No.	Description of work	Location	Estimated Value	Bid Security/EMD	Period of work
BCCL/CMC/e-Tender/Global/CMM/Moonidih/2020/125 Date: 31.03.2020	Coal Mine Methane (CMM) Drainage and Utilization (Power Generation) of Methane on concept to commissioning basis from Moonidih Underground Coal Mine from Coal seam XVI Top (seam & adjoining areas contributing to methane in the coal face) for safe and successful coal production operation from Longwall panels.	Moonidih Underground Mine, WJ AREA, BCCL Dhanbad (Jharkhand)	INR 1405738000 (One Hundred Forty Crore Fifty Seven Lakh Thirty Eight Thousand Only)	INR 5000000.00 (INR Fifty lakhs only	(365 + 3650= 4015 Days) (365 days for Mobilization period i.e. for Delivery of equipment, installation and commissioning and 3650 days for operation)

Note: The Bid document will be available on the following websites for downloading at free of cost.

i) https://coalindiatenders.nic.in
ii) http://www.bcclweb.in
iii) https://eprocure.gov.in

1.2 TIME SCHEDULE OF E-TENDER

Sl. No.	Particulars	Date (DD/MM/YYYY)	Time (HH:MM)
1	Date of NIT	31.03.2020	---
2	Tender e-Publication date	07.04.2020	10:00
3	Document download start date	07.04.2020	10:00
4	Document download end date	06.06.2020	17:00
5	Bid Submission start date	08.04.2020	10:00
6	Bid submission end date	06.06.2020	17:00
7	Start date for seeking Clarification online	07.04.2020	10:00
8	Last date for seeking Clarification online	30.05.2020	17:00
9	End date of providing clarification by BCCL online	04.06.2020	17:00
10	Date of Opening of Cover-I (Technical Bid)	08.06.2020	11:00
11.	Date of Opening of Cover-II (Price Bid)	Will be intimated later	

Note: If the numbers of bids received online is found to be less than Three (03) on end date of bid submission then the following critical dates of the tender will be automatically extended initially for a period of two days and if the number of bids still remains less than three then for another five days

- Last date of submission of Bid
- Last date of submission of EMD
- Date of opening of Cover-I (Technical Bid)

- If any of the above extended dates falls on a Holiday i.e. a non-working day then the same will be rescheduled to the next working day.
- This extension will be also applicable in case of receipt of no bid.
- In these extended period any new bidder can submit his/their tender online. However, the existing bidder(s) will be allowed to modify his/their submission as per provision of Clause1.16 of NIT.
- The validity period of tender should be decided based on the final end date of submission of bids as per provision of Clause1.15 of NIT.
- The auto extension shall work on the basis of number of bids received only. (It may so happen that any of these bids may be eventually rejected during Tender Opening, Technical evaluation or further process of evaluation resulting the total number of valid bids becoming less than three.)
- After two extensions, the tender shall be opened irrespective of available number of bids on the extended date of opening of tender.

1.3 DEPOSIT OF EARNEST MONEY (EMD) / BID SECURITY

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

NOTE: The Earnest Money/ Bid Security is ₹50 lakhs (INR 5 Million). This shall be deposited in the manner as described herein under.

a. For Domestic Bidders:

In Online mode the bidder can make payment of EMD either through net banking (using Payment Gateway available on portal) 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 BCCL's 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 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 BCCL's account and the information flows from Bank to e-Procurement system. The Earnest Money/ Bid Security of the unsuccessful bidder will be refunded and will not bear any interest.

***Clarification**:* No exemption of EMD for any bidder. However, in the online portal if option of exemption of EMD is mentioned as YES, then it is only to facilitate the bidder to upload detail of EMD in case of foreign currency.

b. For Foreign Bidders:

Foreign Bidders can make payment of EMD through Direct Foreign Remittance to BCCL Bank Account, the details of which are as under:-

1. Name of Account: **Bharat Coking Coal Limited**;
2. Account No.: 35160317947;
3. Bank Name: State Bank of India;
4. Branch Name & Address: Main Branch, Bank More, Dhanbad-826001, Jharkhand, India
5. Branch Code: 000066
6. IFSC Code: SBIN0000066
7. SWIFT Code: SBININBB388;

Instruction to foreign bidders regarding submission of EMD:

The foreign bidders shall submit their EMD in foreign currency and the amount should be transferred to the SWIFT ACCOUNT of BCCL. The EMD amount in full should reach the designated account before submission of bid.

Foreign bidders should click the radio button of 'YES' against the question '**Are you exempted from EMD payment**' under EMD payment while submitting his bid and should enter the total amount of EMD required to be submitted for the tender. Then, the bidder will be asked to upload a document (.pdf file) in the space provided against 'Upload EMD exemption

document', specifying that he is a foreign bidder and is submitting his EMD in foreign currency (Name the currency), Bank details, transaction reference number etc. through SWIFT Account of BCCL (as given in the tender document). The bidder will be required to digitally sign the uploaded document before moving to Next Page.

NOTE (Instruction for domestic as well as foreign bidders both):

The process of submission of EMD should be initiated sufficiently early, not later than 24 hours before End Date and Time of Bid Submission to avoid any system related problems or issues in the payment gateway. It may be noted that the responsibility of timely submission of both EMD and BID shall lie with the bidder only.

1.4 SEEKING ONLINE CLARIFICATION BY BIDDER

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

1.5 ELIGIBLE BIDDERS

The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm, company registered under Companies Act, joint ventures (JV),consortium, joint venture company registered under the Company Act 1956 or equivalent basis in case of foreign applicants having eligibility to participate as per eligibility criteria stipulated in clause No. 1.6 of NIT and having class-II/class-III 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. In case of joint venture (JV) unless otherwise specified, all the partners shall be jointly and severally liable.

1.5.1 Route of Bidding

1.5.1.1 Sole Bidder Route

a) In this route, both the Technical & Financial qualification parameters as stated in Clause no. 1.6.1, 1.6.2&1.6.3 shall be complied by the Sole Bidder itself. The bidder shall be solely responsible for completing the task as per the Contract/ Bid document.

b) Participation of Joint Venture Company

A Joint Venture (JV) Company shall participate in the bidding process as a sole bidder.

Joint Venture Company shall comply the following:

a) Documentary evidence (Certificate of Incorporation, Certificate of Registration, Memorandum & Article of Association etc.) with respect to formation of the Joint venture Company must be furnished with the offer.
b) The offer shall include all the information regarding capability, experience as required for a bidder for each entity. For the purpose of eligibility criteria, collective credentials of the members of a Joint Venture Company will also be considered.
c) An entity can be a member in only one Joint Venture Company. In case, same entity submits offer as a member of other Joint Venture Company for the same project then offers submitted by all such joint venture companies shall be rejected.
d) Separate offer by an entity of a Joint Venture Company shall not be accepted.
e) In case, JV Company submitting its Offer on the financial strength and/ or technical competence of its holding company/ JV Partner(s), it has to obtain and produce a letter of undertaking in **Annexure-C** to the effect that in case of any untoward happening towards the successful execution of the contract and/ or event occurring that are distinct and different from the stipulated terms & conditions of the bid document and attributable to bidders, JV Partner(s) shall be legally bound both jointly and severally to this Contract for discharging all the contractual obligations on behalf of bidder.

1.5.1.2 Participation of Joint Venture

Joint Venture: Two or three companies/ contractors may jointly undertake contract/contracts. Each entity will be jointly and severally responsible for completing the task as per the contract.
The format for Joint Venture Agreement is enclosed as **Annexure-M.**

Joint Venture details:
Name of all partners of a Joint Venture (not more than 3):
1. Lead Partner
2. Partner
3. Partner

Joint Venture must comply the following requirements:

i. Minimum qualification requirements for Joint Venture:

a. The experience of the individual partners of the J.V which is a qualifying criteria parameter will be as deliberated under clause 1.6.1of e-tender notice towards fulfillment of qualification criteria related to experience.
b. The qualifying criteria parameter e.g. financial resources (turnover and working capital) of the individual partners of the J.V. will be added together, for the relevant period, and the total criteria should not be less than as deliberated under clause 1.6.2 and 1.6.3 e-tender notice towards fulfillment of qualification criteria related to financial turnover.

ii. The formation of Joint Venture or change in the Joint Venture character/partners after submission of the bid and any change in the bidding regarding Joint Venture will not be permitted.
iii. The bid, and in case of a successful bid - the agreement, shall be signed so as to legally bind all partners jointly and severally and any bid shall be submitted with a copy of the Joint Venture Agreement providing the joint and several liabilities with respect to the contract.
iv. The bid submission must include documentary evidence to the relationship between Joint Venture partners in the form of Joint Venture Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the Joint Venture. Such Joint Venture Agreement must evidence the commitment of the parties to bid for the facilities applied for and to execute the contract for the facilities if their bid is successful.
v. One of the partners shall be nominated as ‘In-charge’ of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners.
vi. The Joint Venture Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.
vii. The contract agreement should be signed by each Joint Venture Partners. Subsequent declarations/letters/documents shall be signed by lead partner authorized to sign on behalf of the Joint Venture or authorized signatory on behalf of Joint Venture.
viii. An entity can be a partner in only one Joint Venture. Bid submitted by Joint Venture including the same entity as partner will be rejected.
ix. The Joint Venture agreement shall specify the share of each individual partner for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.
x. The earnest money / bids security must be submitted by the Joint Venture.

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

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

xii. Joint Venture agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.

xiii. Joint Venture shall open a bank account in the name of the Joint Venture and all payments due to the Joint Venture shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN/TIN etcin the name of JV shall be submitted by Joint Venture before making any payment.

1.5.1.3 Consortium Route

In case of Consortium Route, one of the Consortium member shall be designated as Lead Member. In this route, two or more (maximum three including Lead member) entities may jointly participate in the bidding process including the Lead Member. The consortium shall comply the requirements given hereafter:

a) The lead member should have minimum 26% stake in the consortium.

b) The Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all entities of the consortium and the entire execution of the Contract including payment and this shall be done exclusively with the lead member.

c) The Lead member in the consortium shall be overall responsible for the execution of the contract.

d) An entity can be a member in one consortium only. In case, same entity submits offer with other consortia, offer of all such consortium shall be rejected.

e) Separate offer(s) by consortium member shall not be accepted.

f) After submission of the offer and upto two years of commercial operation, any change in the membership of a consortium or in the responsibilities or commitments of a consortium member is not permitted.

NOTE:

i. Normally the Lead Member and the other Member(s) shall continue for entire period of Contract.
ii. All the Member(s) shall have to continue for set up period and thereafter for a minimum period of two years of commercial operation.
iii. In case of dissociation of any Member at any point of time after two years of commercial operation, the stake of dissociated Member(s) shall be taken over by the Lead Member/ remaining Member.
iv. If Lead Member/ remaining Member do not take over the stake of the dissociated Member(s), the Contract shall be terminated and BCCL shall take over the entire plant with all the infrastructural facilities without paying any compensation.

1.5.2 Submission of Memorandum of Understanding (MoU) and Notarized Power of Attorney (PoA) (To Be Submitted by Bidders as a Confirmatory Document).

Sole Bidder or each partner of Joint Venture (JV) or Consortium shall furnish details regarding profile, communication details, Organization history, litigation history and responsibilities of each entity and the commitments each entity has made towards the Joint Venture (JV) or Consortium as per the format given at **Annexure-F**.

Lead Member (LM) shall be identified through Memorandum of Understanding (MoU) amongst the partners/members. Bidder shall upload a “Memorandum of Understanding” (MoU) with his Joint Venture (JV) partner(s) or Consortium member(s). This MoU shall be signed by all the Joint Venture (JV) or Consortium partners/members, through their respective legally authorized signatories. This authorization by all Joint Venture (JV) partner or Consortium member/ authorization by Sole bidder shall be evidenced by uploading a Notarized Power of Attorney (PoA).

Before authorizing the Lead Member, there should be a decision by the respective Board of Directors regarding selection of Lead Member in a duly convened meeting and evidence of the same shall be furnished.

NOTE: The Bidders must accept unconditionally the **User Portal Agreement** On-line in order to become an eligible Bidder. The format of User Portal Agreement is enclosed at **Annexure-L**. This will be a part of agreement and No conditional tender bid shall be accepted.

1.6 ELIGIBILITY CRITERIA

1.6.1. Work Experience (Similar Nature Work)

The Bidder as a single entity, Joint Venture or Consortium must have successfully Operated at least two (02) projects in the last ten (10) years in India or abroad ending last day of month previous to the one in which bid applications are invited relating to:

a) Pre-drainage of Methane from Underground Working Panel;

OR

b) Coal Mine Methane (CMM)/Coal bed Methane (CBM) drilling projects including Resource Assessment, Reservoir Modeling, Gas Drainage

Provided that:

i. At least one project must be in running/completed panels for Pre-drainage of Methane from Underground coal mine; and

ii. At least five (05) million cubic meter (MCM) of Methane gas per year must have been extracted in each project for at least three consecutive years.

The intending Bidder must submit documentary evidence in support of above in the form of (i) certified copy of work order, (ii) Experience certificate showing nature of work, year wise quantity of Methane extracted and the period, (iii) in case of sub-contractor suitable document as per provision of bid if applicable,(iv) the TDS certificates be submitted during clarification if required.

Experience for those works only shall be considered for evaluation purposes, which match eligibility requirement stipulated above, on or before the last day of month previous to one in which tender has been invited (publication date of NIT). The experience of ongoing works shall also be considered for evaluation. If the referred work includes construction as well as maintenance after construction, the experience of such work may be considered as ‘acceptable’ if the construction part is completed as on the last date of ‘eligibility period’, even if maintenance work is ongoing, and the certificate issued clearly stipulates the same.

Concept to Commissioning means completion of works by undertaking entire responsibility from concept, design, completion and commissioning.

In all the above cases, while considering the value of completed/ongoing works, the full value of completed/ongoing work be considered whether or not the date of commencement is within the said ten years period.

1. In case the Bidder is a Joint Venture or a Consortium, the above information in respect of each individual partner of Joint Venture or a

Consortium may be furnished and the experience of Joint Venture or a Consortium will be assessed as per pre-defined logic elaborated above.

2. In case the Bidder is a Joint Venture or a Consortium, the work experience of any or all of the individual partners/members of Joint Venture or a Consortium may be furnished to evaluate the work experience of the Bidder. In case of Joint Venture or a Consortium, if work experiences of all the partners/members are not submitted the system will not disqualify the Joint Venture or a Consortium and instead shall consider assuming a value of zero for partner(s)/member(s) who has/have not submitted the experience value.
3. In case of Joint Venture/Consortium, the experience of Individual Partner(s)/Member(s) shall be added together for evaluation.

In respect of the above eligibility criteria the Bidders are required to furnish the following information online in the Technical Parameter Sheet:

Experience of similar nature work:

i. Reference of Work Order/ Agreement Number of each experience of similar nature work;
ii. Name of similar nature of work executed (as shown in the work order);
iii. Name & address (including e. mail id and phone number) of Employer/Work order issuing authority of each experience;
iv. Start date & end date of each qualifying experience (similar nature);
v. Percentage (%) share of each experience (100% in case of an Individual/ proprietorship firm or a partnership firm or an entity registered as company under the Companies Act, 1956 and the actual % of share in case of a Joint Venture or a Consortium);
vi. Scanned copy of documents to be uploaded as declared in the Technical Parameter Sheet (TPS) and as explained at Clause 1.11related to work experience.

Note:

a. In case the Bidder is not a prime contractor, but a sub-contractor, the Bidders experience as a sub-contractor will be taken into account against suitable document that the contract in support of qualification is a sub-contract in compliance with the provision of such sub-contracts in the original contract awarded to prime contractor. The document may be issued by Owner/Govt. Department on behalf of the Owner.
b. The experience towards overseas jobs, if submitted, should be vetted/endorsed by the relevant* embassy/High Commission concerned, towards authenticity of the document.
(* Country where Bidder has executed the said work or country of origin of the Bidder.)

1.6.2. Financial Turnover

Average annual financial turnover during the last 3(three) years, ending 31st March of 2019 should be at least 30% of the estimated cost put to tender**.**

The intending Bidder must submit documentary evidence in support of above in the form of certificate from Chartered Accountant or equivalent (in case of foreign Bidders) based on latest audited balance sheet or audited balance sheet.

If the audited balance sheet for the immediately preceding year is not available, audited balance sheet/ profit and loss statement and other financial statement of the three financial years immediately preceding the previous financial year may be adopted for evaluating the credentials of the Bidder.

Note:

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

Joint Venture or a Consortium shall meet the above eligibility requirement, in the following manner:

The qualifying criteria parameter e.g. financial resources of the individual partners/members of the Joint Venture or a Consortium will be added together, for the relevant financial year, and the total should not be less than as spelt out above.

In respect of the above eligibility criteria the Bidders are required to furnish the following information on-line in the Technical Parameter Sheet:

1. Financial Turnover for the last three years (last three years may be considered as stated above);
2. Name of the Chartered Accountant or equivalent (in case of foreign Bidders) issuing Certificate;
3. Membership number of the Chartered accountant or equivalent (in case of foreign Bidders);
4. Scanned copy of documents to be uploaded as declared in the Technical Parameter Sheet (TPS) and as explained at clause 1.11related to financial turnover.

Note:

In case the Bidder is a Joint Venture or a Consortium, the above information in respect of each individual partner of Joint Venture or a Consortium may be furnished and the financial turnover of Joint Venture or a Consortium will be assessed by adding the information furnished on the system.

In case of Joint Venture or a Consortium, if financial turnover of all the partners/members is not submitted the system will not disqualify the Joint Venture or a Consortium and instead shall consider assuming a value of zero for partner(s)/ member(s) who has/have not submitted the financial turnover certificate.

If the Bidder does not submit turnover value and certificate for any year out of the three years, system will not disqualify him and instead shall consider all three years for computing the average by assuming a value of "zero" for the year(s) for which no information is given by the Bidder.

1.6.3. Working Capital

Evidence of possessing adequate working capital ("at least 20% of the Estimated cost" 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 respect of the above eligibility criteria the bidders are required to furnish the following information on-line:

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
vi. In case the bidder is a Joint Venture/consortium, the working capital of the individual partners of the JV/consortium will be added together for each financial year and is to be furnished as the working capital of the bidder for that particular financial year

Scanned Copy of Documents to be uploaded by bidders (CONFIRMATORY DOCUMENT)

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

Note:

1. In case the bidder is a Joint Venture/consortium, the above information in respect of each individual partner of Joint Venture/consortium may be furnished and the working capital of all partners will be added by the system to calculate the Working Capital of the bidder.
2. In case of JV/Consortium, if working capital of all the partners is not submitted the system will not disqualify the JV/Consortium and instead shall consider assuming a value of zero for partner/partners who has/have not submitted the working capital certificate.

1.6.4. Key Personnel Strength

The Bidder must possess, on their roll, "Key Personnel" (minimum number), to be deployed, with requisite qualification and experience as given in the table below:

Sl. No.	Role and Expertise of Key Personnel	Minimum requisite Qualification	Minimum Experience (years)	Minimum Nos.
1.	Team Leader-Expertise in CMM or CBM Project	Master's degree in Geo-sciences / Bachelor's degree in Mining or equivalent	10	1
2.	Team Member-Financial or Management Expert	Degree in Management /Finance /CA or equivalent	5	1
3.	Team Member-Technical Expert	Bachelor's Degree in Mining / Reservoir/Drilling Engineering, Master's Degree in Geosciences or	5	2

The documentary evidence to this effect would be:

a) Self-attested CVs of the Key Personnel, including the similar assignments handled and their role, duly countersigned by the authorized representative of Bidder; and

NOTE:

b) One person shall be eligible for only one skill set, even though having minimum requisite qualification for more than one skill set.
c) The Key personnel should be full time employees on the roll of the Bidder. In case of contractual employment, the contract should be for full time employment of at least 24 months.

In respect of the above eligibility criteria the Bidders are required to furnish the following information online in the TPS:

i) Particulars of Key personnel viz. Name, qualification, experience and number of similar assignments completed.

ii) Scanned Copy of documents as declared in the Technical Parameter Sheet (TPS) and as explained at Clause1.6.4 related to key personnel.

1.7 PERMANENT ACCOUNT NUMBER (PAN)

The domestic Bidder should possess a Permanent Account Number (PAN) issued by Income Tax Department, Govt. of India. The foreign Bidders should have a verifiable Tax Residency Certificate of respective country.

a. In case of Joint Venture or a Consortium, PAN card for each Indian partner of Joint Venture or a Consortium and verifiable Tax Residency Certificate of respective country for each foreign partner of Joint Venture or a Consortium itself would be required.

In respect of the above eligibility criteria the Bidders are required to furnish the following information online:

Confirmation in the form of YES/NO regarding possessing PAN for domestic bidders or verifiable Tax Residency Certificate of respective country for foreign bidders/partners.

Scanned copy of documents to be uploaded as explained at clause 1.11 related to PAN.

i. PAN card issued by Income Tax Department, Govt. of India

ii. In case of Joint Venture or a Consortium, PAN card for each Indian partner of Joint Venture or a Consortium and verifiable Tax Residency Certificate of respective country for each foreign bidder/partner or Joint Venture or a Consortium itself.

Note:

In case the work is awarded to a Joint Venture or a Consortium participating in the tender they have to submit PAN on the name of the Joint Venture or a Consortium after Award of Work at the time of execution of agreement/ before the payment of first running on account bill.

1.8 CERTIFICATE OF REGISTRATION WITH PROVIDENT FUND (CMPF /EPF) AUTHORITIES

The domestic bidder should possess a certificate of registration issued by provident fund (CMPF /EPF) authorities.

In case of Joint Venture or a Consortium, all the domestic partners/members should possess certificate of registration issued by provident fund (CMPF /EPF) authorities.

In case of Joint Venture or a Consortium, having foreign partners/members, should submit certificate of registration issued by provident fund (CMPF /EPF)authorities on the name of the Joint Venture or a Consortium after Award of Work at the time of execution of agreement/ before the payment of first running on account bill.

Scanned copy of documents to be uploaded as explained at clause 1.11 related to Provident Fund (CMPF /EPF) in case of domestic bidders.

i. Certificate of registration with provident fund (CMPF /EPF) authorities.
ii. In case of Joint Venture or a Consortium, Certificate of registration issued by provident fund (CMPF /EPF) authorities for each individual partner of Joint Venture.

Note:

In case the work is awarded to a Joint Venture or a Consortium participating in the tender they have to submit certificate of registration issued by provident fund (CMPF /EPF) authorities on the name of the Joint Venture or a Consortium after Award of Work at the time of execution of agreement/ before the payment of first running on account bill.

1.9 GOODS AND SERVICE TAX (NOT APPLICABLE FOR EXEMPTED SERVICES)

The bidder should be either:

i. GST Registered Bidder (but not under Composition Scheme)

Or

ii. Foreign Bidder

Registration:

The bidder should be registered under GST unless they are specifically exempt from registration under specific notification / circular / section / rule issued by statutory authorities.

The bidder claiming exemption in this respect shall submit supporting documents as well as certificate from Practicing CA/ CMA/ CS to the effect that Bidder is fulfilling all the conditions prescribed in notification to make him exempt from registration.

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

The scanned copy of documents regarding status with respect to GST to be uploaded by domestic bidders in support of information/ declaration furnished online by the bidder in the Technical Parameter Sheet against Eligibility Criteria:

I. Status: GST registered Bidder:
   Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.
II. Status: Foreign Bidders

NOTE:

In case of Joint Venture or a Consortium, a Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants confirming the status of Indian partners/members in the Joint Venture or a Consortium with respect to GST compliance with relevant GST rules or GST Registration Certificate should be submitted.

In case the work is awarded to a Joint Venture or a Consortium participating in the tender they have to submit certificate of registration issued by appropriate authority of India towards their registration under GST in the name of the Joint Venture or a Consortium after Award of Work at the time of execution of agreement.

Technical evaluation and L-1 status:

a) The evaluation of tender shall be done based on cost to company. The cost to company shall be ascertained by reducing the total Value (including taxes and duties) quoted by the bidder by the amount of CGST & SGST or IGST, GST (Compensation to state) cess eligible for input tax credit. The L-1 shall be decided based on cost to company ascertained in manner suggested above.

   Where the vendor is an unregistered one i.e. (exempt from registration under GST) supplying taxable service causing BCCL liable to deposit tax under reverse charge, the CGST & SGST or IGST and GST (Compensation to state) cess, as applicable and payable by BCCL under reverse charge, shall be added to cost while ascertaining the landed price. However, in this case also the L-1 shall be decided based on Cost to Company ascertained after deducting the CGST & SGST or IGST and GST (Compensation to state) Cess amount eligible for Input Tax Credit, if any, from the total value including tax arrived as above.

b) The rate quoted by the supplier shall be exclusive of CGST, SGST, IGST and GST (Compensation to state tax) cess and it should be strictly as per the format of BOQ. Item wise each element of cost shall be indicated in respective column specifically provided for that. Item wise rate of CGST & SGST or IGST and GST (Compensation to state tax) cess, applicable at the time of bidding, shall be indicated by the bidder in respective column of the BOQ. If the bidder has opted for composition levy, no tax under GST shall be charged by him.

c) The Tax Invoice raised by the supplier must be in compliance of relevant GST Acts, rules & notifications made there under and should bear the GSTIN number for the supply to BCCL.

State	**Unit / HQ**	**City**	**GSTIN** (Provisional ID)
JHARKHAND	**BCCL**	**DHANBAD**	**20AAACB7934MFZB**

The rate and amount of CGST, SGST, IGST, and GST (Compensation to state) Cess, related to supply of goods, shall be shown separately in tax invoice. In case the bidder has opted for composition levy, the Bill of Supply shall be raised by him in compliance of relevant GST Acts, rules & notifications made thereunder.

d) The CGST & SGST, IGST and GST (Compensation to state tax) Cess, as applicable at the time of supply, shall be paid extra against submission of proper Tax Invoice, as referred above, by the supplier so that BCCL could be able to avail Input Tax Credit of such CGST, GST, IGST, GST (compensation to state) Cess reflected in the invoice.

e) If BCCL fails to claim Input Tax Credit (ITC) on eligible Inputs and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier of goods and services in incorporating the Tax Invoice issued to BCCL 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 and Cess paid based on such Tax Invoice shall be recovered from the current bills or any other dues of the supplier.

f) The amount of CGST & SGST or IGST and GST Cess, as indicated in the Tax Invoice shall be paid only when they appear in GSTR 2A of BCCL and the supplier has filed the valid return in accordance with the provisions of the GST Act and the rules made there under.

g) If the Tax invoice submitted by the supplier is found defective causing disallowance of Input Tax Credit (claimed by BCCL based on such invoices) by the tax authorities, the applicable taxes & Cess paid based on

such Tax invoice shall be recovered from the current bills or any other dues of the supplier.

h) In the event of any additional tax liability accruing on the supplier of goods and/or services due to classification issue or for any other reason, the liability of BCCL shall be restricted to the amount of GST charged on the original tax invoice issued by the supplier.

NOTE: Tax Invoice should be raised exactly as per the GST rate declared by the bidder in the BOQ sheet while submitting Price Bid.

i) In addition to above, if any other tax/duties are levied over supply of such goods or services in future, it shall be paid extra.

j) **TDS:** The TDS, if applicable, shall be made at applicable rate from the payment made or credited to the supplier.

1.10 TECHNICAL PARAMETER SHEET

The bidder must agree, fill and submit Technical Parameter Sheet i.e. **TPS** on line as per **Annexure – I**

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

1.11 SCANNED COPY OF DOCUMENTS TO BE UPLOADED BY BIDDERS (CONFIRMATORY DOCUMENT) DURING ONLINE BID SUBMISSION

Digitally signed scanned copy of the following documents tabulated below must be uploaded by all bidders during online submission of the bid under Cover-I (Part-I):

Sl No	Eligibility Criteria	Information to be furnished by bidder On-line	Digitally signed Scanned copy of documents, to be uploaded in support of information/declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document
1	Earnest Money Deposit (Ref. Clause No. 1.3of NIT)	-	1. Domestic Bidder will have to upload the document regarding UTR number before submission of bid. 2. Foreign Bidders will have to upload the document/ details regarding payment of EMD in the Swift Account in foreign currency.

2	Legal Status of the bidder	Confirmation in the form of Yes/NO for possessing the supporting documents	<u>Any one of the following document</u>: 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. In case of Joint Venture or a Consortium: a. Details of all partners/members as at 1/2/3 (as applicable above). b. Joint Venture (**Annexure-M**) or a Consortium (**Annexure-N**) agreement as per Performa.
3	Contractor's bid / Letter of Bid	Confirmation in the form of Yes/NO	Contractor's Bid and Acceptance of Bid Conditions on bidder's letter head as per Performa given at **Annexure-A** of the bid document. In case of Joint Venture or a consortium the above document is to be signed by all the partners/members.

4	Declaration (Ref. Clause No. 1.5 of NIT)	Confirmation in the form of Yes/NO	A declaration on bidder's letter head as per proforma given at **Annexure-B** of Tender Document. In case of Joint Venture or a Consortium, the declaration is to be signed by all partners/members.
5	Undertaking on bidder's letter head in support of the authenticity of submitted information and documents and other commitments	Confirmation in the form of Yes/NO.	An undertaking is to be given as per format **Annexure-C** given in the bid document. Undertaking is about the genuineness of the information furnished on-line, authenticity of the scanned copy of documents uploaded and about other commitments. In case of Joint Venture or a Consortium, undertaking shall be signed by all partners/members.
6	Valid Digital Signature Certificate	Confirmation in the form of Yes/NO for possessing the supporting documents	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.
7	Mandate Form for Electronic Fund Transfer.	Confirmation in the form of Yes/NO.	E- Mandate form duly filled in as per Performa of **Annexure-D**

8	THE WORK EXPERIENCE:(Ref. Clause No1.6.1of NIT)	1. Reference of Work Order/ Agreement Number of each experience of similar nature work. 2. Name of similar nature of work executed (as shown in the work order) 3. Name & address (including e. mail id and phone number) of Employer/Work Order Issuing authority of each experience. 4. Start date & end date of each qualifying experience (similar nature). 5. Completed value of work within the start date and end date for the work order referred in (i) above for each experience (in case of Joint Venture or a Consortium, the executed value of partners/members be given separately). 6. Percentage (%) share of each experience (100% in case of an Individual/proprietorship firm or a partnership firm or an entity registered as company under the Companies Act, 1956 and the actual % of share in case of a Joint Venture or a Consortium).	a. Certified copy of work order. b. Experience certificate showing nature of work, year wise quantity of Methane extracted and the period. c. In case of sub-contractor suitable document as per provision of bid if applicable. d. The TDS certificates be submitted during clarification if required.
9	Financial Turnover (Ref. Clause No. 1.6.2 of NIT)	1. Annual Financial Turnover for the last 3 (three) years (Last three year may be considered as stated at Clause no. 1.6.2of NIT.) 2. Date of issue of Financial	Financial Turnover Certificate issued by a Practicing Chartered Accountant having Membership number with Institute of Chartered Accountants of India or

		Turnover Certificate by CA 3. Name of the Chartered Accountant (CA) 4. Membership Number of CA who certifies the bidder's Financial Turnover	equivalent (in case of Foreign Bidders), containing the information as furnished by bidder on-line. Note: In case of Joint Venture or a Consortium, financial turnover certificate of each partner be given.
10	The Availability of Working Capital (Ref. Clause No. 1.6.3 of NIT)	i. Amount of available working capital inclusive of lines of credit and availability of other financial resources ii. Date of issue of certificate by Chartered Accountant (CA) who certifies the bidder's working capital on a particular date. iii. Name of the (CA) iv. Address of the CA	Certificate of Working Capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by bidder on- line. In case of Joint Venture or a Consortium, above documents of partner/member(s).
11	Valid Permanent Account Number (PAN) (Ref. Clause No. 1.7of NIT)	Confirmation in the form of Yes/NO for possessing the supporting documents	PAN card issued by Income Tax department, Govt. of India for domestic bidders and verifiable Tax Residency Certificate of respective country for foreign bidders. (In case of Joint Venture or a Consortium PAN card for each Indian partner of Joint Venture or a Consortium, and verifiable Tax Residency Certificate of respective country for each foreign partner/member or Joint Venture or a Consortium itself)

12	Certificate of registration issued by provident fund (CMPF /EPF) authorities (Ref. Clause No. 1.8 of NIT)	Confirmation in the form of Yes/NO for possessing the supporting documents	Certificate of registration issued by provident fund (CMPF /EPF)authorities in favor of bidder (In case of Joint Venture or a Consortium, Certificate of registration issued by provident fund(CMPF /EPF) authorities for each individual partner of Joint Venture or a Consortium) or an undertaking that the Joint Venture or a Consortium will be registered with the Provident Fund(CMPF /EPF) Authorities after award of work at the time of signing of agreement.
13	**Goods and Service Tax** **<u>(Not Applicable for Exempted Services)</u>** The bidder should be either GST Registered Bidder **Or** GST unregistered Bidder	Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT with respect to GST status of the bidder.	The following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ sheet: a) Status: GST registered Bidder: Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India. b) Status: Foreign Bidders: Document: In case of Joint Venture or a Consortium, a Certificate from a practicing Chartered Accountant having membership number with

			Institute of Chartered Accountants confirming the status of Indian partners/members in the Joint Venture or a Consortium with respect to GST compliance with relevant GST rules or GST Registration Certificate should be submitted. In case the work is awarded to a Joint Venture or a Consortium participating in the tender they have to submit certificate of registration issued by appropriate authority of India towards their registration under GST in the name of the Joint Venture after Award of Work at the time of execution of agreement.
14	Integrity Pact	Confirmation in the form of Yes/NO towards acceptance of Integrity Pact as per format given in **Annexure-H.**	Digitally signed scanned copy of Integrity Pact as per format given in **Annexure-H**
15	Technical Parameter Sheet (Ref. Clause 1.10of NIT)	Bidder must agree, fill and submit Technical Parameter Sheet online as per **Annexure – I**	Technical Parameter Sheet will be downloaded by the bidder and he will furnish all the required information on this Excel file.
16	Details in Respect of Equipment and accessories along with index	Bidder must fill Annexure-O and upload	**Annexure-O** shall be downloaded, filled-up and uploaded
17	Any other document to support the qualification information as submitted by bidder On-line.		

Note:

1. Only one file in **.pdf** format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by bidder On-line against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.
2. After evaluation by the system, the confirmatory documents of all the bidders will be downloaded and further evaluated. The price bids of only those bidders shall be opened who will qualify after evaluation of Information supported by documents.

1.12 SUBMISSION OF BID

1.12.1 All the bids are to be submitted online in the e-procurement portal of CIL ***https://coalindiatenders.nic.in***. No bid shall be accepted off-line.

1.12.2 In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL ***https://coalindiatenders.nic.in***with valid Digital Signature Certificate (DSC) of minimum class-II/class-III type (with signing & encryption certificate) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India which can be traced up to the chain of trust to the root certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one-time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person. The Joint Venture has to enroll as a separate bidder in its own name whereas for a Consortium Lead Member to be registered.

1.12.3 The bidder shall refer the home page of e-tendering portal of CIL ***https://coalindiatenders.nic.in*** for online registration and online bidding and may further seek assistance from the help desk team (details are available in the portal).

1.12.4 The bidder shall refer Bidder Manual Kit/Help for Contractors/Information about DSC/FAQ and other sections in home page of e-tendering portal of CIL ***https://coalindiatenders.nic.in.***

1.12.5 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 will be a part of NIT/Contract Document.

1.12.6 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, penal action as mentioned in **Annexure-C** (which is to be

submitted by all the bidders duly signed)/other provisions of NIT will be applicable.

1.12.7 Bidder will have to submit EMD as per Clause no 1.3 of NIT.

1.12.8 The qualification in bid will also be subject to the receipt and acceptance of EMD within schedule date and time as mentioned in the NIT. BCCL shall not be responsible for any delay in receipt of EMD.

1.12.9 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.

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

1.12.11 For online submission of tender the bidders will have to upload "Letter of Bid", all the confirmatory documents as prescribed in the NIT and Technical Parameter Sheet in Cover-I and only "Price-bid" in Cover-II.

i) **Letter of Bid:** The format of Letter of Bid (as given in the **Annexure-A of Tender Document**) will be downloaded by the bidder and will be printed on Bidder's letter head and the scanned copy of the same will be uploaded during bid submission in **Cover-I**. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.

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

ii) **Technical Parameter Sheet:** The Technical Parameter Sheet i.e. **TPS** containing the technical specification parameters for the tendered work/service will be in Excel format (password protected). This will be downloaded by the bidder and he will furnish all the required information on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission. Non-compliance of any specification parameter of any item will disqualify the bidder. The bidder whose TPS is incomplete and not submitted as per instruction given above will be rejected. The bidder shall be responsible for the authenticity and correctness of the information being submitted by him in the TPS and for this, bidder has to accept the provisions given in user portal agreement.

iii) **Confirmatory Documents:** All the confirmatory documents (duly authenticated by the bidder) as enlisted in the NIT in support of online information submitted by the bidder are to be uploaded in cover-I by the bidder while submitting his/her bid.

iv) **Price bid:** The Price bid will be in .xls format (password protected). This will be downloaded by the bidder and they will quote the price for the Equipment and scientific studies and Detailed Project Report (DPR), Operation, Repair & Maintenance and Tariff per unit of electricity.

The price bid consist of following sheets.

BoQ (Sheet 1)

The bidders have the option of quoting the cost of the equipment in foreign currency or INR or in the combination of foreign currency as well as INR in Sheet 2 and Sheet 3.The complete equipment set wise price break up for all the equipment & accessories will be given in sheet-5.However, the operation, maintenance and service cost per annum and the tariff per unit has to be quoted in INR only (Sheet-4).

The bidders have to fill in name of the firm and the currency (for equipment and accessories only) in which they wish to quote in Sheet 1. The default currency in the system is INR. Hence, the bidders are advised to select the currency if the price is quoted in the foreign currency.

Note:

I. In case the bidders submit their quotation in INR only, they should select the option of "**Full Conversion**" in the BoQ sheet 1.
II. Wherever the prices are quoted in foreign currency as well as INR the option of "**Partial Conversion"** should be selected in the BoQ sheet 1.

Sheet 4
The bidders should quote the rate for operations, maintenance and service in INR for each year for 10 yrs. The tariff per unit should also be quoted in the same sheet in INR only.

Thereafter, the bidder will upload the same Excel file during bid submission in **Cover-II**. The L-1 will be decided on Net Present Value (NPV) based on the quoted prices in price bid. The Price-bids of the bidders will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

1.12.12 If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid will be rejected. However inclusion of any additional

redundant information by the Bidder in the submitted Letter of Bid (LOB), which does not contradict the content and spirit of original format of LOB uploaded by department will not be a cause of rejection of his/her bid.

1.12.13 It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tendering portal. Under any circumstances, BCCL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

1.13 OPENING OF BID AND EVALUATION OF TENDER

1.13.1 Opening of Technical Bid:

1.13.1.1 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.

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

1.13.1.3 All the documents uploaded by bidder(s) including i.e. Letter of Bid & 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.

1.13.2 Evaluation of the bids:

I. 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 award of Contract.

II. 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. If the bidder(s) fails to submit the specified document/s in 7(Seven) days (7 x 24 hours), No further document shall be sought from Bidder.

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

IV. 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.

V. 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.

VI. In case bidder(s) fails to confirm the online submitted information(s)/ declaration(s) by the submitted documents as (II) 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.

VII. After Technical evaluation of tender, “Technical Evaluation Summary” will be uploaded by the evaluator and date and time of price bid opening shall be notified online.

VIII. 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)

IX. After opening of price bid, the bid history showing all the valid bids offered along with name of the bidders shall be published. All bidders shall have the facility to see and get a print of the same for their record.

X. Conditional discounts shall not be considered. If a bidder offers a discount unilaterally after submission of bid, the discount shall not be considered for evaluation of offers but shall be availed if order is placed on such tenderer.

XI. If the lowest price received after opening of price bid is unreasonable or it is unacceptable on ground of being too high or too low compared with estimated price, the management reserves right to seek justification of the price from lowest bidder. If the price is not considered reasonable, management may not accept such bid and go for another tender process.

XII. In case of disruption of service at the service provider's end during opening of the Price Bid, due to any technical snag or otherwise attributable to the system failure at the server end, the price bid will open on a different date which will be notified online.

XIII. If L1 bidder backs out, the EMD will be forfeited and the bidder will be debarred for minimum one (1) year from participating in tenders in CIL/Subsidiary.

1.13.3 DELETED

1.14 TENDER STATUS

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

1.15 BID VALIDITY

The validity of bids shall be not less than **180 (one hundred eighty)** days after the final end date of submission of bid considering all extensions, if there. A bid valid for a shorter period shall be rejected by the Employer.

1.16 MODIFICATION AND WITHDRAWAL OF BID

1.16.1 Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many time as he/she may wish.

1.16.2 Bidders may withdraw their bid 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.

1.16.3 For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

a. If the request of withdrawal is received before online notification for opening of price bid, the EMD will be forfeited and bidder will be debarred for 1 (one) year from participating in tenders in CIL/Subsidiary. The Price-bid of remaining bidders will be opened and the tender process shall go on.

b. If the request of withdrawal is received after online notification for opening of price bid, the EMD will be forfeited and the bidder will be debarred for minimum 1 (one) year from participating in tenders in CIL/Subsidiary. The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:
   i) If the bidder withdrawing his bid is other than L 1, the tender process shall go on.
   ii) If the bidder withdrawing his bid is L-1, then re-tender will be done.

1.16.4 The standard operating procedure to handle withdrawal of bid after end date of submission shall be as follows:

The Mode of Withdrawal:

A. Online Withdrawal of Bids:

a. The system of online withdrawal is available on the portal up to end date of bid submission, where any bidder can withdraw his/her bid which will attract no penal action from department side;

b. The system of online withdrawal beyond end date of bid submission and till award of contract is also available but not fully functional and under development stage. Once it is developed and implemented only online withdrawal shall be considered except for some exceptional cases as mentioned in clause below.

B. Offline Withdrawal of Bids:

a. A partner of bidder (in case of Joint Venture or a Consortium) whose DSC is registered on the e-Procurement portal can access the portal for online withdrawal but when there is a split in the business relationship, the

partners/members whose DSC is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners/members may opt to use offline method of withdrawal of his/her offer (or express his disassociation from the bidder organization).

b. Till a fully functional system of online withdrawal of bid (beyond end date of bid submission and till award of contract) is not developed and implemented, offline withdrawal shall also be considered.

1.16.5 Acceptance of withdrawal: The Company will decide**:**

a. Whether the request for withdrawal of offer has been received from right source and authentic. For this purpose, a letter is to be sent by registered post/speed post to the bidder on the address as given by him in the enrollment page of e-Procurement portal, allowing 10 days' time to confirm the withdrawal. If the bidder does not confirm the withdrawal within the stipulated period, then it should be construed that there is no withdrawal of bid. In case the withdrawal/disassociation from the firm (Joint Venture (JV) or a Consortium) has been submitted by any other partner then also the confirmation has to be sought from the bidder and if bidder wants to deny the withdrawal/disassociation from the Joint Venture (JV) or a Consortium, then the bidder shall be required to furnish a legally acceptable document signed by all the partners/members of the firm to substantiate his claim.

b. Whether the withdrawal is due to the reason other than to support any mala fide intention of any participating bidder such as participating or supporting a cartel formation etc.

c. If the mala fide intentions in the withdrawal are apprehended then the tender should be cancelled apart from other penal action as specified in 1.16.3(a) & (b) above.

d. If no mala fide intentions in the withdrawal are apprehended then the penal action as specified in 1.16.3(a) & (b) above shall be taken.

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

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

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

1.20 Any corrigendum/date extension etc. in respect of this tender shall be issued on our website ***https://coalindiatenders.nic.in***only. No separate notification shall be issued in the press. Bidders are therefore requested to visit said portal regularly to keep them updated.
In exceptional situations in case of any disruption of service in e-Procurement portal infrastructure or EMD payment infrastructure, for a considerable period, an extension of end date of Bid submission for a period of 1-3 working days may be done after normal resumption of services. Bid opening date will correspondingly be extended. This extension shall be effected by Application Administrator or by the Portal Service Provider for all the tenders which are affected or likely to be affected due to such disruption of services/infrastructure.

Such corrigendum/date extension etc. in respect of this tender, if issued, will become the part of Tender Document.

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

1.22 The bidder shall have to ensure implementation of CMPF/EPF, as applicable, in respect of the workers deployed by him.

1.23 Matters relating to any dispute or difference arising out of this tender and subsequent contract awarded based on this tender shall be subject to the jurisdiction of Dhanbad Court & Jharkhand High Court only.

1.24 INTEGRITY PACT

The bidders must accept the Integrity Pact as per format at **Annexure-H** of tender document. Digitally signed copy of Integrity Pact shall also be uploaded as mentioned in clause no 1.11 of NIT.

Name and address of the Independent External Monitor:

1. **Name:** Shri Pramod Deepak Sudhakar, IAS(Retd.)
Address: A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida, UP-201301,
E-Mail ID: sudhakarpd2@gmail.com

2. **Name:** Shri Aditya Prakash Mishra, IRSE(Retd.),
Address: Flat no. 24, Aster-1, Vatika City, SohnaRoad , Sector 49L, Gurgaon, Harayana-122003
E-mail ID: apmishra53@gmail.com

The IEM have been appointed by the Central Vigilance Commission (CVC).

1.25 SERVICE PROVIDER

Service Provider for this tender will be NIC.

Help Line at NIC
contact: 0120-4200462
E-mail id: support.tender@nic.in
Help Desk at BCCL (On working days at working hours)
Level – V, Koyla Bhawan, Koyla Nagar,
BCCL, Dhanbad-826005
Contact Person: Tanmay Ball
Mobile No: 7866002586
E-mail id: bcclcmceprocurement@gmail.com

The bidder shall refer Bidder Manual Kit/Help for Contractors/ Information about DSC/FAQ and other sections in home page of e-Tender portal of CIL ***https://coalindiatenders.nic.in***

-Sd-
General Manager
Contract Management Cell

Copy to:

1. Shri Pramod Deepak Sudhakar, IAS(Retd.)
Address: A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida, UP-201301, E-Mail ID: sudhakarpd2@gmail.com
2. Shri Aditya Prakash Mishra, IRSE(Retd.),
Address: Flat no. 24, Aster-1, Vatika City, SohnaRoad , Sector 49L, Gurgaon, Harayana-122003, E-mail ID: apmishra53@gmail.com
3. D(T) OP /D(T) P&P /D(F) /D(P)/CVO, BCCL- for kind information
4. TS to CMD

Distribution

1. GM (Co-ordn.)**/** GM(F) I/C **/** GM(MM)**/** GM(M&S) **/** GM(E&M)**/** GM (System), BCCL**/** GM(IE)/GM(Estate)/TS to D(T) P&P(Nodal Officer-CBM)/ RD, CMPDI, RI-II**/** HOD (P&P)/HOD(Survey)/HOD (Envt)/GM(Min.) CBM, CMPDIL, Ranchi
2. GM(Production), CIL, Kolkata
3. GM (Admn) with a request to display this Notice in Koyla Bhawan Notice Boards.

4. All CGMs/GMs in the Areas including Washery Zones for wide circulation through display in the Notice Boards.
5. Office of the Desk Incharge, BCCL, MM division, 4th floor, 6, Lyons Range, Kolkata-700001.
6. CGM/GM (Contract Management Cell), ECL/WCL/CCL/SECL/NCL/MCL
7. Sri R K Choubey, Sr. DEO / Sri B N Banerjee, Jr. DEO, CMC Deptt. – To upload this notice in BCCL Website and forward soft copy of NIC Format alongwith Notice to GM(System) for uploading the same at NIC portal website
8. Embassies/Consulates: As per list enclosed.
9. PRO, BCCL- for wide publication as per prevailing norms and guidelines of Company

SECTION- 2

INSTRUCTIONS TO BIDDERS

SECTION -2
INSTRUCTIONS TO BIDDERS

2.1 SCOPE OF BIDDER

2.1.1 **The Bharat Coking Coal Limited** (referred to as Employer in these documents) invites bids for the work(s) on Concept to Commissioning as mentioned in the Bid Notice. The Bidders should submit Bids for all the works mentioned in the NIT/ Tender Document.

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

2.1.3 The total scope of supply and works & services shall be split into two contracts-one covering the supply part and the other covering the works & services part. Both contracts will contain a cross fall breach clause specifying the breach of any one contract will also constitute breach of the other contract and the whole contract combined.

2.2 ELIGIBLE BIDDERS

As per clause 1.5 of e-NIT.

2.3 ELIGIBILITY CRITERIA

As per clause 1.6 of e-NIT.

2.4 ONE BID PER BIDDER

2.4.1 Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a partner in a Joint Venture or as a Public Limited/ Private Limited Company. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

2.5 COST OF BIDDING

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

2.6 SITE VISIT

2.6.1 The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of Works and its surroundings, approach road, soil condition, investigation report, existing works, if any, connected to the tendered work, drawings connected to the work, if / as available and obtain all

information that may be necessary for preparing the Bid and entering into a contract for execution of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

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

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

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

2.7 CONTENT OF BIDDING DOCUMENTS

2.7.1 The set of bidding documents comprises the documents (all or as available/applicable) listed below:

(i) e-Tender Notice;
(ii) Instructions to Bidders,Contractors bid and Undertaking;
(iii) Conditions of Contract (General Terms & Conditions, Additional Terms and Conditions, General Technical Conditions, Safety norms, Other conditions of contract, etc.);
(iv) Special Terms & Conditions (Technical, Specifications and Scope of work);
(v) Integrity Pact;
(vi) Various Forms of Securities, form of Article of Agreement, etc.;
(vii) Bill of Quantities;
(viii) e-Tender User Portal Agreement.

(ix) Guidelines for Banning of Business etc.

2.8 CLARIFICATION OF BIDDING DOCUMENTS

2.8.1 Prospective Bidder requiring any interpretation or clarification of bidding document may seek clarification online within the specified period as per NIT. The identity of the Bidder will not be disclosed by the system. The department will clarify as far as possible only the relevant queries of Bidders within specified period as per NIT. The clarifications given by department will be visible to all the bidders intending to participate in that tender.

2.9 AMENDMENT OF BIDDING DOCUMENTS

2.9.1 Before the deadline for submission of Bids, the Employer may modify the bidding documents by issuing addendum.

2.9.2 Any addendum thus issued shall be a part of the bidding document and shall be displayed in the website. The Bidder shall upload the same during bid submission.

2.9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with Sub-clause 2.15.2 below.

2.10 LANGUAGE OF BID

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

2.11 BID PRICES

2.11.1 The bidder shall closely study all specification in detail and Scope of work which govern the rate / amount he is quoting. The contract shall be for the whole Works as described in Sub Clause 2.1.1 above, based on the Scope of work as detailed in the bidding document.

2.11.2 The price bid containing the bill of quantity (BOQ) will be in excel format and will be downloaded by the bidder and he will quote the rates for all items/heads/sub-heads on this excel file of this BOQ.

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

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

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

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

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

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

Input tax credit is to be availed by paying authority as per rule.

If BCCL fails to claim Input Tax Credit(ITC) on eligible Inputs 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 BCCL 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.

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

2.12 CURRENCIES OF BID/INDEX OF THE COUNTRY OF ORIGIN

2.12.1 The unit rates and prices shall be quoted by the Bidder in the currency available in BOQ sheet i.e. INR, USD, GBP, JPY, AUD, EUR only. The Bidders quoting prices in currencies other than INR shall specify the index of country of the origin which they are following to quote the Bid prices.

The index so specified should be in the public domain of the country of origin. The confirmatory document (Annexure-O) in respect of the same shall be uploaded as per clause 1.11(16) of NIT.

For Example if currency of Bid is USD then index in public domain of USA is to be specified and so on.

2.13 BID VALIDITY

2.13.1 Bid shall remain valid for a period not less than 180 days from the deadline for bid submission specified in Clause 2.15. A bid valid for a shorter period shall be rejected by the Employer.

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

2.14 BID SECURITY / EARNEST MONEY DEPOSIT

2.14.1 The Bidder shall furnish, as part of his bid, a Bid Security/Earnest Money of the amount as shown in e-tender notice and in the form as deliberated at Clause 1.3 of e-Tender notice.

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

2.14.3 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).

2.14.4 The Bid Security / EMD of successful Bidder may be retained and adjusted with Bank Guarantee / security deposit at bidder's option.

2.14.5 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:
   i. Sign the Agreement; **or**
   ii. Furnish the required Bank Guarantee/ Security Deposit; **or**
   iii. If the L-1 bidder does not accept the rate quoted by him.

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

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

Note: Foreign Bidders will have to upload the document/ details regarding payment of EMD in the Swift Account in foreign currency as per Sl No. 1 of clause 1.11 of NIT.

2.15 DEADLINE FOR SUBMISSION OF BIDS

2.15.1 Bids shall be submitted on line on the e-tendering portal of Coal India Limited https://coalindiatenders.nic.in, within the date and time specified in the e-Tender Notice.

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

2.16 SIGNING AND SUBMISSION OF BID

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

2.16.2 Submission of bid shall be as detailed at **clause** 1.12 of e-tender notice.

2.17 MODIFICATION AND WITHDRAWAL OF BIDS

2.17.1 Modification and withdrawal of bid shall be guided by clause 1.16 of e-Tender Notice under the heading "Modification and withdrawal of bid".

2.18 BID OPENING

2.18.1 All bids are to be submitted on line only on the e-tendering portal of Coal India Limited (CIL) ***https://coalindiatenders.nic.in.***

2.18.2 After successful submission of bid the Employer will open the bid as specified under **clause 1.13 of e-tender notice**.

2.19 CLARIFICATION OF BIDS:

2.19.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at the Employer's discretion, ask any Bidder for online clarification of the Bidder's Bid (uploaded document). The request for clarification on bidder's bid shall be online.

The Bidder shall upload digitally signed scanned copy of required document/response within the date specified online. No further extension for submission shall be allowed.

The Bidder will get clarification notice on their personalized dash board under '**upload confirmatory document**' link. Additionally information shall also be sent by system generated email and SMS, but it will be bidders responsibility to check the updated status/information on their personalized dash board at least once daily after opening of part-I. No separate communication will be required in this regard. Non receipt of email or SMS will not be accepted as reason for non-submission of clarification documents within prescribed time.

2.19.2 No document uploaded / presented by the bidder after closing date and time of submission of Bid will be considered unless otherwise called for during scrutiny /evaluation and shall be against online request only.

2.20 CONVERSION TO SINGLE CURRENCY

2.20.1 To facilitate evaluation and comparison, BCCL will convert all bid prices quoted in other than INR into Indian Rupees at the prevailing exchange rate bill selling rate of the State Bank of India on the date of the last date of submission of bid to establish ranking.

2.21 EVALUATION AND COMPARISON OF BIDS: As per Clause 1.13 of e-tender notice.

2.21.1 Technical Evaluation:

a. Work Experience:

i. Experience for those works only shall be considered for evaluation purposes, which match eligibility requirement as per clause 1.6.1, on or before the last day of month previous to one in which tender has been invited (publication date of NIT). The experience of ongoing works shall also be considered for evaluation.

ii. In case the work is started prior to the eligibility period of 10 years (counted back ward starting from last day of month previous to the e-publication date of NIT) and completed within the said eligibility period of 10 years, then the full value of work shall be considered against eligibility.

iii. In case the experience has been earned by the bidder as an individual or proprietor of a proprietorship firm or partner of a partnership firm, then 100% value of the experience will be considered against eligibility. But if the experience has been earned by the bidder as a partner in a Joint Venture or a Consortium then the proportionate value of experience in proportion to the actual share of Bidder in that Joint Venture or a Consortiumwill be considered against eligibility.

b. Financial Turnover :

i. If any bidder does not submit the turn over value for any of the 3 years, and instead shall consider all 3 years for computing the average by

assuming a value of ‘zero’ for the year for which no information is given by the bidder.

c. User Portal Agreement:

System will capture data in the Agree/Disagree format from the bidder and will decide the eligibility.

d. Expected values of each of the General Technical Evaluation(GTE) items

System will capture data in the **YES/NO** format from the bidder and will decide the eligibility.

2.22 AWARD CRITERIA

2.22.1 Subject to Clause 2.23 of ITB, the Employer will award the Contract to the best qualified Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price.

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

2.23.1 Notwithstanding Clause 2.21, the Employer reserves the right to accept, or reject any Bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

2.24 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

2.24.1 The Successful Bidder, will be notified of the award by the Employer prior to expiration of the Bid validity period in writing by email and confirmed by registered letter. 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").

2.24.2 The notification of award will constitute the formation of the Contract. The work should be completed within the period specified in the NIT from expiry of 30 (thirty) days from the issue of letter of acceptance issued by department or within 7 days of handing over of the site, whichever is later.

2.24.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder, work programme etc. within 60(sixty) days following the notification of award along with the letter of Acceptance and/or Work Order issued by department.

In case of failure to submit Bank Guarantee and **enter** in to agreement in specified period or extended period, on written request of contractor, if any, the department in addition to other penal measures as per clause 2.14.5 of ITB shall debar the selected bidder from participating in re-tender. In addition, the department may debar the bidder from participating in future bids for at least 12 months.

2.24.4 In the bidding process, the cause of rejection of Bid of any bidder should be intimated to non-qualified bidder after the award of the work to the successful one. The Security / Earnest Money shall be refunded to unsuccessful bidders as per provision of Clause 2.14.3 of ITB.

2.24.5 The contractor shall enter into and execute contract agreement in the prescribed form. The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties. One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy and one additional copy will be supplied to the contractor free of cost and the original is to be retained by the company. For any additional copy, additional cost to be charged. All additional copies should be certified by the Engineer-in-Charge.

2.24.6 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/Designated Officer-in-charge, his representatives or any other officials authorized by the company for the purpose.

The contract document shall not be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

2.25 PERFORMANCE SECURITY/ SECURITY DEPOSIT/PERFORMANCE GUARANTEE

2.25.1 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.

2.25.1.1 Performance Security should be 5% of contract amount and should be submitted by the successful bidder within 21 days of issue of

LOA in any of the form given below after which bid security/earnest money will be refunded to the contractor.

- a Bank Guarantee in the form given in the bid document from any schedule bank acceptable to the owner. Bank guarantee issued by out station bank shall be operative at their local branch at **Dhanbad** or their branch at **Kolkata**.
- Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner.
- Demand Draft drawn in favour of Bharat Coking Coal Limited on any Scheduled Bank payable at its Branch at Dhanbad.

The Earnest Money/ Bid Security deposited shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/ 1st part of security deposit.
The bid security deposited may be adjusted against the Performance security at bidder's option.

Work shall commence only after submission of Performance Security and Additional Performance Security, if any.

2.25.1.2 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 as per provisions of cl. 2.25.1.1. The BG shall contain complete postal address, telephone number, fax number and email address of both out station bank issuing the BG as well as its local operating branch.

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

2.25.1.3 Retention Money should be deducted at 5% from running bills. Total of performance security and Retention Money should not exceed 10% of contract amount.

Retention Money may be released against equivalent Bank Guarantee only for values above Rs.25.0 lacs.

2.25.2 The Guarantee amount shall be payable to the Employer without any condition whatsoever.

2.25.3 Performance Security/Retention Money shall be converted into Performance Guarantee on successful completion of work in accordance with contract and upon satisfactory trial operations.

Performance security/ Retention Money/ security deposit submitted in the form of BG which shall be valid for 90 days after the end date of scheduled completion and to be extended for minimum period of 1(One) year in one instance which must cover a time period of 90 days beyond completion of Defect Liability period.

2.25.4 The Performance Guarantee shall cover additionally the following guarantees to the Employer:

(a) The successful bidder guarantees the successful and satisfactory operation of the equipment furnished and erected under the contract, as per the specifications and documents,
(b) The successful bidder further guarantees that the equipment provided and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the employer fully remedy free of expenses to the Employer such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the Conditions of Contract.

2.25.5 The Contract Performance Guarantee is intended to secure the performance of the entire Contract. However, it is not construed as limiting the damages under clause entitled 'Equipment Performance Guarantee' in section Technical Conditions of Contract and damages stipulated in the other clauses in the bidding documents.

2.25.6 All Bank Guarantees are to be submitted in the format prescribed by the company in the bid document. Bank Guarantee shall be irrevocable and it shall be from any Scheduled Bank acceptable to the owner. The BG issued by outstation bank shall be operative at its local branch at Dhanbad or branch at Kolkata .

2.25.7 The Company shall be at liberty to deduct/appropriate from the Contract Performance Guarantee/Security Deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the Contract Performance Guarantee/Security Deposit shall have to be restored by Contractor subsequently.

2.25.8 The Contract Performance Guarantee will be returned to the Contractor without any interest at the end of the Guarantee Period as per provisions of the contract. Any defect/defects in the work, if detected during guarantee period shall be rectified to the satisfaction of the Engineer-in-Charge within the said guarantee period or its due extension till completion of the rectification works as required.

2.25.9 In case the successful bidder fails to submit the Performance security 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 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.

2.26 EMPLOYMENT OF LABOUR

2.26.1 The contractor will be expected to employ on the work only his regular skilled employees with experience of his particular work. No female labour shall be employed after darkness and no person below the age of eighteen years shall be employed.

2.26.2 All traveling expenses including provisions of all necessary transport to and from site, lodging and other payments to contractor's employees shall be the sole responsibility of the contractor.

2.26.3 The hour of work on the site shall be decided by the owner and the contractor shall adhere to it. The work will normally be done on 3 shifts of 8 hours per day basis. Working hours per worker will normally be eight (8) hours per day.

2.26.4 Contractor's employees shall wear identification badges while on work on site.

2.26.5 The contractor / contractors shall not pay to his employees engaged in Mining Activities of different categories, less than the minimum wages for contractual workers notified from time to time by Company/Coal India Limited as per policy decision. 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** **Rates of Wages including VDA (in Rs.) per day with effect from 21.10.2019(Basic rate + variable DA)**
Unskilled	Rs. 787.00+ Rs. 69= Rs. 856/-
Sem i-skilled/ Unskilled, Supervisory	Rs. 817.00+ Rs. 71= Rs. 888/-
Skilled	Rs. 847.00+ Rs. 74= Rs. 921/-
Highly Skilled	Rs. 877.00+ Rs. 77= Rs. 954/-

Other terms and conditions mentioned in the recommendations of the High power committee shall remain the same.

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

2.26.6 Further contractor has to provide benefits of Provident Fund (CMPF /EPF) 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, Employees Provident Fund (CMPF /EPF) and Miscellaneous Provisions Act 1952 as the case may be. Contractor / contractors shall have to ensure implementation of CMPF and Miscellaneous Provisions Act 1948 and allied schemes framed there under in respect of workers deployed by him/ them and will have to recover statutory dues and deposit the same along with employer's contribution (contractor's share) to respective CMPF Office and to submit statutory returns under intimation to principal employer.

2.26.7 Revision in the rate of Variable Dearness Allowance will be made as per the communication made from Coal India Limited from time to time. It will be applicable from the retrospective date and will be binding on the contractor. Revised rate of variable dearness allowance will be communicated to the executing Area authority.

2.26.8 As & when communicated by competent authority, in case of any change in future in the basic wages to the workers of the contractor, the difference between the above mentioned basic wages and the revised basic wages during the contract period, will be reimbursed as per the laid down procedure of the company, on production of the documentary proof of payment of difference of wages by the concerned contractor to their workers engaged by him for the particular awarded contract.

2.26.9 Only experienced, skilled and disciplined worker of sound health, good behavior and antecedents having experience shall be deployed by Contractor to operate the equipments deployed for the work.

2.26.10 Contractors will also employ adequate numbers of statutory supervisors as per statute for ensuring safe working and will inform the local management in writing. No work can be started by contractor at any site without such employment. If needed, the above mentioned supervisors should be given suitable training to be assessed by Manager/Safety officer of the mine.

i. Such supervisors will constantly be in touch with Manager/Safety Officer

of the mines and will conduct work as per his guidance.

ii. The contractor shall maintain statutory registers as per relevant rules, regulation etc.

2.26.11 Contractor shall bring/ take back and arrange for the transportation of the equipments/ men and material required for the work at his own cost. However, the existing facilities available in the mine may be used by Contractor with the permission of the Engineer in charge.

2.26.12 The work may be executed round the clock on all the days of week, if required or as directed by the Engineer in charge and Contractor shall be obliged to comply with the same.

2.26.13 Contractor shall maintain proper records in English/Hindi of the equipments/persons etc. deployed for the work, work done, daily attendance of the employee, payment to the employees etc. and the Company shall have the right of access to and inspection of these records or to call for any or all these records or ask Contractor to submit such reports as it considers necessary and Contractor shall be bound to comply with such instructions.The Company shall have no responsibility/ liability whatsoever for compensation payment in case of accident / damage to Contractor's equipments in the transit or while engaged in the work.

2.26.14 Contractor shall familiarize himself and fully comply with the provisions of all the Acts/ Rules/ Regulations/ Bye-laws and orders of the Local authority/ Municipality/ State Govt./ Central Govt. applicable to the worker, Mines Act, Payment of Wages Act, 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 account, and Contractor shall fully indemnify the Company against any claim/ dispute / reference Award, etc. arising out of the same.

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

2.26.16 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.

2.26.17 Contractor shall not engage any person less than 18 years of age or female as required by relevant law.

2.26.18 Contractor shall make payment to his employees at the place(s) and manner specified by the Engineer in charge and in the presence of Company's authorized representative who shall duly witness all payments by Contractor to his employees. For this purpose Contractor shall notify to the Engineer in charge the wage period(s) day/ date and time of payment.

2.26.19 Contractor shall prepare the wage sheet for his employees in duplicate, a copy of which shall be regularly submitted to the Engineer in charge.

2.26.20 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.

2.26.21 Contractor shall also comply with the provisions of the Coal Mines Provident Fund (CMPF /EPF) Scheme and regularly deposit the contributions in accordance with the same. The company shall have no liability whatsoever in this regard.

2.26.22 The responsibility of 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 Contractor against any claim arising out of any non-payment/ short-payment/ dispute/ award.

2.27 LEGAL JURISDICTION

2.27.1 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 & Jharkhand High Court only.

2.28 DEEMED EXPORTS

2.28.1 If the bidder has quoted any item/ items under the deemed exports then it will be the responsibility of the Bidder to get all the benefits under deemed exports from the Government.

The Company's responsibility shall only be limited to the issuance of required certificates. The quotation of the Bidder will be unconditional and phrases like "Subject to availability of deemed exports benefit" will not find place in it.

2.29 CONSULTANTS NOT TO BID & VICE-VERSA

2.29.1 A firm which has been engaged by the Company to provide Goods or Works for a project or any of its affiliates will be barred from providing consultancy services for the same project. Conversely, a firm hired to provide consultancy services for the preparation or implementation of a project and any of its affiliates will be barred from subsequently providing Goods or Works or services related to the initial assignment for the same project.

2.30 SUB-CONTRACTOR/ SUB-VENDOR

2.30.1 The contractor shall specify major items of supply or services for which he proposes to engage Sub-contractor(s)/ Sub-Vendor (s) in its bid.

Further, the installation/ usage of major equipment /product shall meet the following conditions:

1. Indigenously manufactured with BIS/ ISI marking wherever it is mandatory or conforming to BIS standards or ISO certification etc or reputed brand in that order.
2. Overseas manufactured with certification regarding quality like relevant ISO/British Standard Certification/ any other International quality certification etc. Failing which internationally reputed brand in that order.

The major items/ equipment/ products so specified by the bidder shall be incorporated in the Contract Document. The contractor may from time to time propose any addition or deletion from the list as mentioned in the contract document and will inform the Engineer in Charge/ Designated Officer in Charge with proper justification so as not to impede the progress of work. The same may be accepted by Engineer in Charge/ Designated Officer in Charge. However, such approval of the Engineer-in Charge/ Designated Officer in Charge will not relieve the contractor from any of his obligation, duties and responsibilities under the contract.

Any addition of item(s) in the list shall also meet the conditions specified at 1 & 2 above.

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

2.31 E-PAYMENT

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

2.32 INTEGRITY PACT

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

2.33 CHANGES IN FIRMS CONSTITUTION TO BE INTIMATED

2.33.1 Previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the Firm. If previous approval is not obtained the same will treated as a breach of contract.

2.34 MISCELLANEOUS

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

2.34.2 The contractor will have to submit valid H.T. Electrical Contractor's license issued by the electrical licensing board of state of execution or electrical contractor's license issued by any Indian state duly recognized/endorsed by electrical licensing board of state of execution before execution of agreement.

2.34.3 After opening of the Tender if the company decides to negotiate, the tender should be in a position to depute their representative, at short notice, with full authority for negotiation on technical and other matters.

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

2.34.5 The processes for entering into the agreement with the successful bidder will be done offline as per the prevailing manual system. However, the documents required to be submitted by contractor for executing the agreement shall be as specified in the bid document.

2.34.6 Instruction to bidder shall be part of the contract agreement.

2.35 PROCESS TO BE CONFIDENTIAL

2.35.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

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

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

2.36 REVOCATION OF TENDER PROCESS

2.36.1 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.

2.36.2 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.

2.36.3 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 https://coalindiatenders.nic.in.

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.

2.37 CANCELLATION OF TENDER

2.37.1 Any tender published on the e-Procurement portal must be concluded to its logical end i.e. either "Award of Contract" or "Cancellation of Tender" or "Retender".

2.37.2 The Tender Cancellation Notice must contain the details of the circumstances leading to cancellation of tender.

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

2.37.4 All the details of technical bid and price bid will be kept preserved in the archives for auditing purposes and the same can be accessed with special authorization. The IP address of all the bidders who has participated in the bid along with timing and date will also be kept preserved in the system.

2.38 PERMITTED ASSIGNMENT

2.38.1 The Successful Bidder (the "**Assignor**") shall have the option to assign its stake on completion of three years of successful operation of work to any entity/other partner/member of Joint Venture(JV)/Consortium(the "Assignee") subject to the following terms and conditions:

a. The Assignor shall give at least three month notice in writing to the owner about its intention to assign its stake, stating the specific experience, capacity and other relevant credentials of the Assignee for acceptance of the Owner.

b. In case of JV/Consortium, the Assignor shall also submit revised JV/Consortium agreement with other partners/members of the JV/ Consortium, as applicable.

c. On receipt of the acceptance of the Owner, the Assignee shall submit a Security/Guarantee within 30 days from the receipt of acceptance of the Owner, as required under clause 3.3.1 along with additional performance security of amount equivalent to 1% of the contract value with minimum validity of 90 days beyond the remaining period of the contract.

d. On receipt of the performance security, as above, the Assignee along with other partner/member of the Joint Venture/Consortium, as applicable, shall enter into a fresh agreement with the Owner for the remaining period of the contract within 30 days from the receipt of the acceptance of the Owner.

e. The performance security and retention money of the Assignor shall be released after one year of successful operation of the work by the Assignee.

SECTION -3

CONDITIONS OF CONTRACT

SUB-SECTION – 3.1

GENERAL TERMS AND CONDITIONS

OF

CONTRACT

SUB-SECTION – 3.1
GENERAL TERMS AND CONDITIONS OF CONTRACT

3.1 DEFINITIONS:

i. 'Accepting authority' shall mean the management of the company and includes an authorized representative of the company or any other person or body of persons empowered in this behalf by the company.

ii. When the words "Approved", "Subject to Approval", "Satisfactory", "Equal to", "Proper", "Requested", "As directed", "Where directed", "When directed", "Determined by", "Accepted", "Permitted", or words and phrases of like import are used, the approval, judgement, direction etc. is understood to be a function of the Owner/Engineer/Engineer-in-Charge.

iii. "Bank Guarantee" shall mean the Bank Guarantee to be provided by Bidder to BCCL.

iv. "Codes" shall mean the following, including the latest amendments, and/or replacements, if any :

   a. Standards of Bureau of Indian Standards relevant to the works under the contract and their specifications.
   b. Other Internationally approved Standards and/or rules and regulations touching the subject matter of the contract.
      i. A.S.M.E. Test codes.
      ii. A.I.E.E. Test codes.
      iii. American Society of Materials Testing Codes.
      iv. Indian Electricity Act and Rules and Regulations made thereunder.
      v. Indian Explosive Act and Rules and Regulations made there under.
      vi. Indian Petroleum Act and Rules and Regulations made there under.
      vii. Indian Mines Act and Rules and Regulations made thereunder.

   c. Any other laws, rules, regulations and Acts applicable in the country with respect to labour, safety, compensation, insurance etc.

v. The word "the Company" or "Employer" or "Owner" wherever occurs in the conditions, means the Bharat Coking Coal Limited, Koyla Bhawan Complex, Dhanbad represented at the headquarters of the Company by the concerned Director (Technical) or his authorized representative or any other officer specially deputed for the purpose.

vi. "Commercial Operation" shall mean the condition of operation in which the complete equipment covered under the contract is officially declared by the owner to be available for continuous operation at different loads upto and including rated capacity. Such declaration by the owner however, shall not relieve or prejudice any of the contractor's obligation under this contract.

vii. “Complete equipment set” means all components of the equipment set, which all together after commissioning may be put into operation for the purpose for which the same has been manufactured and includes all safety features.

viii. "Commissioning" the plant/project shall mean completion in all respects of construction rendering the plan/project ready for performance test and commercial operation as per vi.

ix. "Consulting Engineer"/"Consultant" shall mean any firm or person duly appointed as such from time to time by the owner.

x. 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 conditions of contract, special conditions, if any, specifications, designs & drawings including those to be submitted during progress of work, scope of work, billing schedule/schedule of quantities with rates and amounts.

xi. 'Contract price' shall mean the total sum for which tender is accepted by the company.

xii. The word "Contractor"/"Contractors" or "Manufacturer" or “Supplier” or “Vendor” 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.

xiii. "Date of Contract" shall mean the date on which both the parties have signed the contract agreement.

xiv. A 'Day 'shall mean a day of 24 hours from midnight to midnight.

xv. Any domestic agency/entity eligible to participate as per clause 1.5 of NIT shall be treated as a “Domestic Bidder”. Further any Joint Venture (JV) or a Consortium, of which lead partner/member is a domestic agency/entity,

eligible to participate as per clause 1.5 of NIT shall also be treated as “Domestic Bidder”.

xvi. "Drawings"/"Plans" shall mean all :

a. Drawings furnished by the owner/consultant as a basis for proposals,
b. Supplementary drawings furnished by the Owner/Consultant to clarify and to define in greater detail the intent of the contract,
c. Drawings submitted by the contractor with his proposal provided such drawings are acceptable to the Owner/Consultant,
d. Drawings furnished by the Owner/Consultant to the Contractor during the progress of the work, and
e. Engineering data and drawings submitted by the Contractor during the progress of the work provided such drawings are acceptable to the Engineer in charge,

xvii. Engineer-in-charge/Designated Officer-in-charge will be clearly defined in the contract document. 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.

xviii. "Final Acceptance" shall mean the owner's written acceptance of the works performed under the contract, after successful completion of performance and guarantee tests.

xix. Any foreign agency/entity eligible to participate as per clause 1.5 of NIT shall be treated as a “Foreign Bidder”. Further any joint venture (JV) or a Consortium, of which lead partner/member is a foreign agency/entity, eligible to participate as per clause 1.5 of NIT shall also be treated as “Foreign Bidder”.

xx. "Government Approvals" shall mean all permits, licenses, authorizations, consents, clearances, decrees, waivers, privileges, approvals from and filing with government instrumentalities necessary for the development, construction and operation of the plant/project.

xxi. "Guarantee Period/ Maintenance Period" shall mean the period during which the contractor shall remain liable for repair or replacement of any defective part of the works performed under the contract.

xxii. "Initial operation" shall mean the first integral operation of the complete equipment covered under the contract with sub-systems and supporting equipment in service.

xxiii. "Inspector" shall mean the Owner or any person nominated by the Owner from time to time, to inspect the equipment stores or Works under the contract and/or the duly authorized representative of the owner.

xxiv. "Letter of Acceptance" of the tender shall mean the official notice issued by the Company notifying the contractor that his tender has been accepted.

xxv. "Manufacturer's Works' or Contractor's Works" shall mean the place of work used by the Manufacturer, the Contractor, their collaborators or sub-contractors for the performance of the works.

xxvi. "Month" shall mean a calendar month according to the Gregorian calendar.

xxvii. "Performance and Guarantee Tests" shall mean all operation checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristics as specified in the contract document.

xxviii. Words importing "Person" shall include firms, companies, corporations, and associations or bodies of individuals, whether incorporated or not.

xxix. The word "Principal Employer" or "Engineer in charge" wherever occurs, means the authorized representative or any other officer specially deputed by the Company for the purpose of contract.

xxx. Words importing “singular” only shall also include the plural and vice-versa where the context so requires.

xxxi. "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 in the performance of the contract.

xxxii. The term "sub-contractor", as employed herein, includes those having a direct contract with contractor either on piece rate, items rate, time rate or on any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplied materials.

xxxiii. "Start-up" shall mean the time period required to bring the equipment covered under the Contract from an inactive condition, when construction is essentially complete, to the state ready for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting sub-systems; initial operation of the complete equipment covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action; shut down inspection and adjustment prior to the trial operation period.

xxxiv. "Specification" shall mean the technical specifications forming a part of the contract and such other schedules and drawings as may be mutually agreed upon.

xxxv. "Test of Completion" shall mean such tests as prescribed in the contract to be performed by the contractor before the Works is taken over by the Owner.

xxxvi. "Trial Operation", "Reliability Test", Trial Run", "Complete Test" shall mean the extended period of time after the "Start-up" period. During this trial operation period the unit shall be operated over the full load range. The length of Trial Operation shall be as determined by the Engineer in charge, unless otherwise specified elsewhere in the Contract.

xxxvii. The 'works' shall mean and include the furnishing of equipment, labour, and the services in accordance with the contract or parts thereof as the case may be and shall also include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.

xxxviii.'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 to the last business address known to him who gives the notice.

xxxix. Terms and expressions, not defined herein, shall have the same meaning as are assigned to them in the Indian Sale of Goods Act, failing that in the Indian Contract Act, and failing that in the General Clauses Act.

3.2 CONTRACT DOCUMENTS:

The following documents shall constitute the contract documents:

i. Articles of Agreement,
ii. Notice Inviting Tender,
iii. Letter of Acceptance of Tender indicating deviations, if any, from the conditions of contract incorporated in the Bid / Tender Documents issued to the bidder and/ or the Bid submitted by the bidder,
iv. Conditions of contract, including general terms and conditions, additional terms and conditions, technical terms and conditions, erection terms and conditions, special conditions, if any etc. forming part of the Agreement.
v. Specifications, where it is part of Tender Documents,
vi. Scope of works/ Bills of quantities/ schedule of works/ quantities
vii. Guidelines for banning of Business
viii. Contract Drawings/ finalized work programme And any other Document if required

3.2.1 After acceptance of tender the Contractor shall be deemed to have carefully examined all Contract Documents to his satisfaction. If he shall have any doubt as to the meaning of any portion of the Contract Documents, he shall before signing the Contract, set forth the particulars thereof, and submit them to the Owner in writing in order that such doubt may be removed. The Owner will provide such clarifications as may be necessary in writing to the Contractor. Any information otherwise obtained from the Owner or the Engineer in charge shall not in any way relieve the Contractor of his responsibility to fulfill his obligations under the Contract.

3.2.2 The Contractor shall enter into a Contract Agreement with the Owner within 60 (sixty) days from the date of LOA' or within such extended time as may be granted by the owner. The performance Bank Guarantee for the proper fulfillment of the contract shall be furnished by the contractor in the prescribed form within 21 (Twenty One Days) days of issue of LOA ‘Letter of Acceptance’. The Bank Guarantee shall be as per terms prescribed in Clause 3.3 below.

3.2.3 The owner, after the issue of the Letter of Acceptance of Tender, will send one copy of the final agreement to the contractor for his scrutiny and approval.

3.2.4 The agreement, unless otherwise agreed to, shall be signed within 60 (sixty) days of the issue of the letter of Acceptance of tender, at the office of the owner on a date and time to be mutually agreed. The contractor shall provide for signing of the contract, performance guarantee in copies as required, appropriate power of attorney and other requisite materials. In case it is agreed mutually that the contract is to be signed beyond the stipulated time,

the bid guarantee submitted with the tender will have to be extended accordingly.

3.2.5 The agreement will be signed in originals and the contractor shall be provided with one signed original and the rest will be retained by the owner. 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.

3.2.6 The contractor shall provide free of cost to the owner all the engineering data, drawings and descriptive materials submitted with the bid, in at least six (6) copies to form a part of the contract immediately after issue of letter of acceptance.

3.2.7 Subsequent to signing of the contract, the contractor at his own cost shall provide the owner with at least 6 (six) true copies of agreement within 30 (thirty) days after the signing of the contract.

3.2.8 The contract shall be considered as having come into force from the date of signing of the agreement or handing over the site which over is later.

3.2.9 The laws applicable to this contract shall be the laws in force in India. The jurisdiction of Dhanbad Court & Jharkhand High Court India onlyshall have exclusive jurisdiction in all matters arising under this contract.

3.2.10 The total scope of supply and works & services shall be split up into two contracts - one covering the supply part and the other covering the works & services part. Both contracts will contain a cross fall breach clause specifying the breach of any one contract will also constitute breach of the other contract and the whole contract combined***.***

3.3 CONTRACT PERFORMANCE GUARANTEE/SECURITY DEPOSIT:

3.3.1 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.

3.3.1.1 Performance Security should be 5% of contract amount and should be submitted by the successful bidder within 21 days of issue of LOA in any of the form given below after which bid security/earnest money will be refunded to the contractor.

- a Bank Guarantee in the form given in the bid document from any schedule bank acceptable to the owner. Bank guarantee issued by out

station bank shall be operative at their local branch **at Dhanbad** or their branch **at Kolkata**.
- Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner.
- Demand Draft drawn in favour of **Bharat Coking Coal Limited** on any Scheduled Bank payable at its Branch **at Dhanbad**.

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

The bid security deposited may be adjusted against the Performance security at bidder's option.

Work shall commence only after submission of Performance Security.

In case the successful bidder fails to submit the Performance security 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 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.

3.3.1.2 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 as per provisions of cl. 3.3.1.1. The BG shall contain complete postal address, telephone number, fax number and email address of both out station bank issuing the BG as well as its local operating branch.
(b) by a foreign bank located in India and acceptable to the employer.

3.3.1.3 Retention Money should be deducted at 5% from running bills. Total of performance security and
Retention Money should not exceed 10% of contract amount.

Retention Money may be released against equivalent Bank Guarantee only for values above Rs.25.0 lacs.

3.3.2 The Guarantee amount shall be payable to the Employer without any condition whatsoever.

3.3.3 Performance Security/Retention Money shall be converted into Performance Guarantee on successful completion of work in accordance with contract and upon satisfactory trial operations.

Performance security/ Retention Money/ security deposit submitted in the form of BG which shall be valid for 90 days after the end date of scheduled completion and to be extended for minimum period of 1(One) year in one instance which must cover a time period of 90 days beyond completion of Defect Liability period.

3.3.4 The Performance Guarantee shall cover additionally the following guarantees to the Employer:

(a) The successful bidder guarantees the successful and satisfactory operation of the equipment furnished and erected under the contract, as per the specifications and documents,
(b) The successful bidder further guarantees that the equipment provided and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the employer fully remedy free of expenses to the Employer such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the Conditions of Contract.

3.3.5 The Contract Performance Guarantee is intended to secure the performance of the entire Contract. However, it is not construed as limiting the damages under clause entitled 'Equipment Performance Guarantee' in section Technical Conditions of Contract and damages stipulated in the other clauses in the bidding documents.

3.3.6 All Bank Guarantees are to be submitted in the format prescribed by the company in the bid document **(Annexure-K).** Bank Guarantee shall be irrevocable and it shall be from any Scheduled Bank acceptable to the owner. The BG issued by outstation bank shall be operative at its local branch at Dhanbad or branch at Kolkata.

The Bank Guarantee issued by the Issuing Bank on behalf of the contractor in favour of “Bharat Coking Coal Limited” shall be in paper form as well as issued under “Structured Financial Messaging System (SFMS)”. 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/HQ	BCCL (HQ)
	Bank Account No.	35160317947
	Department	FUND (HQ)
Beneficiary Bank, Branch & Address	State Bank of India	
	Main Branch, Dhanbad	
IFSC Code	SBIN0000066	

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.

This procedure has to be followed also in case of extension or amendment to the original BG.

3.3.7 The Company shall be at liberty to deduct/appropriate from the Contract Performance Guarantee/Security Deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the Contract Performance Guarantee/Security Deposit shall have to be restored by Contractor subsequently.

3.3.8 The Contract Performance Guarantee will be returned to the Contractor without any interest at the end of the Guarantee Period as per provisions of the contract. Any defect/defects in the work, if detected during guarantee period shall be rectified to the satisfaction of the Engineer-in-Charge within the said guarantee period or its due extension till completion of the rectification works as required.

3.3.9 Additional Bank Guarantee equivalent to 30% of FOR destination landed cost (In INR, if quoted in foreign currency to be converted into INR as per clause 2.20 of NIT) of imported equipment quoted in price bid and accepted by the BCCL shall be submitted after receipt of first set of foreign equipment and before release of payment for the same, by the successful bidder in a format as per Annexure-G. The validity of the Bank Guarantee shall be for a period of four years. The 30% of the Bank Guarantee will be returned after successful operation of the equipment for one year after warranty period and next 30% of bank Guarantee will be returned after successful operation of the equipment for the second year after warranty period. Remaining 40% of the Bank Guarantee will be returned after successful operation for the third year after warranty period. The Engineer in Charge shall certify such successful operation based on compliance of clause 4.2 of the Scope of work.**This Bank Guarantee is to be submitted separately in addition to that submitted as performance security.**

3.4 PATENT RIGHTS AND ROYALTIES

3.4.1 Royalties and fees for patent covering materials, articles, apparatus, devices, equipment or processes used in the works shall be deemed to have been included in the contract price. The contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep

the owner indemnified in that regard. The contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patent involved in the works, and, in case of an award of damages, the contractor shall pay for such award. In the event of any suit or other proceedings instituted against the owner, the same shall be defended at the cost and expense of the contractor who shall also satisfy/comply and decree, order or award made against the owner. But it shall be understood that no such machine, plant, work, material or thing has been used by the owner for any purpose or any manner other than that for which they have been furnished and installed by the contractor and specified under these specifications. Final payment to the contractor by the owner will not be made while any such suit or claim remains unsettled. In the event any apparatus or equipment, or any matter thereof furnished by the contractor, is in such suit or proceedings held to constitute infringement, and its use is enjoined, the contractor shall, at his option and at his own expense, either procure for the owner, the right to continue use of said apparatus, equipment or part thereof, replace it with non-infringing apparatus or equipment or modify it, so it becomes non-infringing.

3.5 TIME - THE ESSENCE OF CONTRACT

3.5.1 The date of commencement shall be reckoned from the expiry of 30 days from the issue of letter of acceptance and submission of Performance Security or seven days after handing over the site for the first activity as per PERT network chart, whichever is later. The PERT/BAR chart both for works as well as supply is to be mutually agreed and finalized within 30 days of issue of LOA. The site may be handed over in full or part. The contractor shall give notice 30 days in advance prior to the completion of first activity for handling over the site required for Subsequent activity and this shall be provided as per the Critical/PERT network programme.

3.5.2 The contractor shall submit a detailed PERT network within the time frame agreed above consisting of adequate number of activities covering various key phases of the works such as design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days after the date of acceptance of tender. This network shall also indicate the interface facilities to be provided by the owner and the dates by which such facilities are needed. Contractor shall discuss the network so submitted with the owner and the agreed network which may be in the form as submitted or in revised form in line with the outcome of discussions and shall form part of the contract to be signed within sixty (60) days from the date of letter of acceptance of notice of award of contract. During the performance of contract, if in the opinion of the engineer proper progress is not maintained suitable changes shall be made in the contractor's operations to ensure proper progress.

3.5.3 The above PERT network shall be reviewed and periodic review reports shall be submitted by the contractor as directed by the engineer.

3.5.4 Subsequent to the award of the contract, the contractor shall make available to the engineer, a detailed manufacturing programme, in line with the agreed contract network. Such manufacturing programme shall be reviewed, updated and submitted to the Engineer, once every two month thereafter.

3.6 CONTRACT PRICE

3.6.1 The lump sum prices quoted by the contractor in his price bid and accepted by BCCL, with additions and deletions as may be agreed before signing of the contract, for the entire Scope of the work including furnishing and erection of equipment covered under the specifications and documents and shall be treated as the contract price.

3.7 CHANGED QUANTITY

3.7.1 The owner reserves the right to vary the quantities of items or groups of items to be ordered as specified in the accompanying technical specifications, as may be necessary, during the execution of the contract, but such variations unless otherwise specified in the accompanying technical specifications shall be limited to plus or minus twenty percent (20%) of the original quantity ordered.

3.8 DEDUCTIONS FROM CONTRACT PRICE

3.8.1 All costs, damages or expenses which the owner may have paid, for which under the contract the contractor is liable, will be claimed by the owner. All such claims shall be billed by the owner to the contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the contractor to properly identify such claims. Such claims shall be paid by the contractor within fifteen (15) days of the receipt of the corresponding bills and if not paid by the contractor within the said period, the owner may then deduct the amount, from any moneys due or becoming due by him to the contractor under the contract or may be recovered by actions of law or otherwise, if the contractor fails to satisfy the owner of such claims.

3.9 PACKING, FORWARDING AND SHIPMENT

3.9.1 The contractor, wherever applicable, shall after proper painting, pack and crate all equipment in such a manner as to protect them from deterioration and damage during shipping, rail and road transportation to the site and storage at the site till the time of installation and commissioning. The contractor shall be held responsible for all damages due to improper packing.

3.9.2 The contractor shall notify the owner of the date of each shipment from his works, and the expected date of arrival at the site for the information of the owner.

3.9.3 The contractor shall also give all shipping information concerning the weight, size and content of each packing including any other information the owner may require, general guideline given in Clause 3.10.

3.9.4 The following documents shall be sent by registered post to the owner within 3 days from the date of shipment, to enable the owner to make progressive payments to the contractor: the payment shall be made only after receipt and acceptance of material at site in good condition.

- Application for payment in the standard format of the owner (3 copies),
- Invoice (6 copies),
- Packing list (6 copies),
- Pre-dispatch clearance certificate, if any (3 copies),
- Test certificate, wherever applicable (3 copies),

3.9.5 The Contractor shall prepare detailed packing list of all packages and containers, bundles and loose material forming each and every consignment dispatched to site. The contractor shall further be responsible for making all necessary arrangements for loading, unloading and other handling right from his works up to the site and also till the equipment is erected, tested and commissioned. He shall be solely responsible for proper storage and safe custody of all equipment.

3.10 PACKING AND SHIPPING LIMITATIONS

3.10.1 The Contractor shall provide such packing of the Goods as is necessary to prevent the Goods from damage or deterioration during transport to their final destination. The packing shall be sufficient to withstand rough handling and well protected against water, damp, shock and rust.

3.10.2 Containers of suitable size shall be used by the Supplier for packing.

3.10.3 Each package shall contain a copy of the detailed packing list.

3.10.4 The Contractor shall print with indelible ink in legible English words the following on four sides of each package :

PORT CONSIGNEE
GENERAL MANAGER (C & F CELL)
COAL INDIA LIMITED
6, LYONS RANGE, KOLKATA-700001
WEST BENGAL, INDIA>

FINAL CONSIGNEE
GENERAL MANAGER
WESTERN JHARIA AREA
BHARAT COKING COAL LIMITED
MOONIDIH – 828129
DHANBAD (JHARKHAND) INDIA
Email: gmwj.bccl@coalindia.in,

NAME OF THE PROJECT – **MOONIDIH UNDERGROUND MINE**
CONTRACT DATED: ----------
SHIPPING MARK: **BCCL**
PORT OF DESTINATION –<KOLKATA>
ITEM NO
CASE NO
CROSS/NEW WIRGHT
LENGTH X WIDTH X HEIGHT (CM)

3.10.5 Any package which weigh more than two tonnes shall be conspicuously marked on two of its sides in addition to the marks mentioned in sub-clause 3.10.4 above, such marks as "Centre of Gravity", "Sling Here" and other marks necessary to facilitate safe handling.

3.10.6 All packages shall be marked legibly with "Handle With Care", "This Side up", "No Hooks", "Keep Dry" etc. as the Supplier deems necessary depending on the nature of the articles contained in the particular package.

3.10.7 The Goods supplied shall be packed sea-worthy and fit for transshipment and inland transportation preferably in containers. Where necessary, heavy equipment shall be mounted on skids such that slings can be readily attached in loading and unloading. If it is unsafe to apply external slings to a package, attached slings, eyebolts or lifting devices shall be provided and shall project through the package for easy handling.

3.11 TERMS OF SHIPMENT

3.11.1 The Contractor shall notify Port consignee with copy to **BCCL** seven (7) calendar days before shipment by e Mail or fax, the Contract No., description of the equipment, quantity, no. of packages, total gross weight, total volume in cubic meters and expected date of readiness for loading at Port of shipment together with details on total invoice value and any special requirements or attention to be paid during handling and storage.

3.11.2 The Contractor shall, on behalf of **BCCL**, book shipping and arrange the shipment such that the Goods reach the port of destination according to the time schedule mentioned in the Contract. The freight payable shall be reasonable and economical. The Contractor shall before booking notify

BCCL by E-mail or fax the name of the Shipping company and the name of the Vessel in which the equipment are intended to be shipped.

3.11.3 Unless otherwise agreed by BCCL, the shipment shall be from the country of origin of the equipment. The Contractor shall not ship the “Goods On Deck”. Not more than two (2) transshipment is permissible between the port of shipment and port of destination. Direct shipment is preferable. Contractor will ensure that the maximum spread of the various shipping dates for delivery of complete content of the Equipment and Spares is followed as mutually agreed.

3.11.4 All costs of packaging, internal transportation, fees of forwarding agents, warehousing charges, port charges, dock and harbour dues, and all other expenses as may be incurred for the purpose and up to the point of delivery of the Equipment and Initial Spares on board the nominated ship shall be paid by the Contractor. The Contractor shall be liable for all expenses, including dead and extra freight, demurrage of vessels etc. arising from non-delivery, frustrated delivery or delay in shipment due to lack of shipping opportunities, or delay in providing documents, which are for any cause attributable to the Contractor.

3.12 SHIPPING ADVICE

3.12.1 The Contractor shall within seventy two (72) hours after completion of the loading notify the Port Consignee with a copy to **BCCL** by E Mail or fax the Contract No., description of Goods, quantity, gross weight, volume in cubic meters, invoice value, name of carrying vessel and date of its sailing.

3.13 WARRANTY

3.13.1 The Contractor warrants that the Equipment and Initial Spares to be supplied under the Contract shall be brand-new, unused and have no defect arising from design, material or workmanship or any act or omission of the Supplier, that may develop under normal use and comply in all respect with quality, specifications and performance specified in Technical specifications at Annexures (Equipment, Initial Spares and Consumables).

This warranty shall remain valid for twelve (12) months after the Equipment set installed and commissioned at the final destination and accepted by BCCL.

3.13.2 Any claims arising under this warranty shall be notified by **BCCL** in writing to the Contractor within 30 days of the date of the defect but within the warranty period. The warranty shall not apply to consumable type items, wear parts, items of limited shelf life such as rubber and plastic items, fasteners, filters, seals , pick holders, water sprays, wear plates, torque shafts, fuses nor items damaged by accident or misuse.

3.13.3 Upon receipt of such notice, the Contractor shall, within thirty (30) days of such receipt, commence to repair or replace, as the case may be, the defective Equipment and/or Initial Spares without any cost to **BCCL** and deliver them on FOR basis. The time limitation mentioned in this sub-clause may be extended, if necessary, upon mutual agreement between the Contractor and **BCCL**.

3.13.4 If the Contractor, having been notified, fails to remedy the defect(s) within one (1) month from the expected date of completion of the remedial job by the Contractor, **BCCL** may proceed to take such remedial action as may be necessary, after notifying the Contractor about its action, at Contractor's risk and expense and may lodge claim with the Contractor. Such claim shall be settled by the Contractor within forty five (45) days of receipt of the claim by the Contractor failing which BCCL will have the right to indemnify itself from any amount due to the Contractor from BCCL under the Contract.

3.13.5 Contractor excludes to the fullest extent permissible in law, all implied warranties, conditions and stipulations (other than those set out in this Clause 3.13) which but for such exclusion would or might subsist in favour of BCCL. Contractor makes no claims that any goods supplied under this Contract are fit for any particular purpose other than the stated one.

3.14 INSPECTION OF EQUIPMENT AND INITIAL SPARES AT SITE

3.14.1 The Successful bidder / Contractor and **BCCL**'s representative shall inspect jointly the equipment and Initial Spares on their arrival at Mine Site in respect of quality, specification, and quantity. If discrepancies are found in specification or quantity or quality from as specified under the contract, **BCCL** shall have the right to reject the Equipment and Initial Spares within 90 calendar days from the date of arrival of the same at Mine Site. If the documents, certificates, drawings and or literature in any package are incomplete or lost in transit the Successful bidder / Contractor shall furnish the missing ones free of cost within thirty (30) days after receipt of **BCCL**'s notice on this behalf.

3.14.2 If discrepancies are found in specification or quantity or quality from as specified under the contract, and are rejected by the company, the Successful bidder /Contractor will replace or additionally supply as the case may be the equipment or parts so rejected within 60 days of such rejection, without any cost to the company.

3.14.3 Equipment with the same equivalent specification or superior specification to the specification given in the bidding document will only be accepted.

3.14.4 In case the specification of the supplied equipment is different from the specification mentioned in the bidding document, the successful

Bidder/Contractor will provide certificate from lab of repute the specification of the supplied equipment either equivalent or superior than the specification given in the bidding document.

3.15 SPECIFICATION DOCUMENTS

3.15.1 The Successful bidder /Contractor shall free of cost provide to **BCCL** the under noted documents towards evidence of the Equipment and Initial Spares:

- A detailed description of the Technical parameters
- Characteristics of Equipment
- Detailed specifications of the Equipment
- Details in respect of O.E.M. including Country of Manufacturer for Equipment & spare parts
- A list giving full particulars of all spare parts, special tools etc., necessary for proper and continuing functioning of the Equipment.

3.16 INSTALLATION, TEST RUN AND COMMISSIONING

3.16.1 For the purpose of this clause –

a) "installation" means putting together the component parts of owner's Equipment and/or systems by the Successful bidder's installation team resulting in equipment and/or systems ready for proper operation;

b) "Test run" means testing equipment and/or system under no load conditions by the Successful bidder / Contractor.

c) "Commissioning" means testing equipment and/or systems by the Successful bidder/Contractor under full load condition as per best practices to the satisfaction of **BCCL**.

d) Both parties shall make all reasonable endeavours to achieve the Target Commissioning date. The Successful bidder will be responsible for the provision of suitable equipment and spares as identified in their scope of supply and timely delivery of the same to the mine so that the Target Commissioning Date can be met. On the achievement of satisfactory commissioning (Actual Commissioning Date) Successful bidder will notify the Owner of such commissioning and the preparatory works to commence the job. Successful bidder will notify the Owner on completion of preparatory works, and successful commissioning.

3.16.2 **BCCL**shall provide competent and qualified personnel, to be trained by and to work under the supervision of the Successful bidder's service team in performing certain of the Owner's obligations under the Contract.

3.16.3 The Successful bidder's service team shall bring with them all special tools necessary for performance of its services under the Contract.

3.16.4 Each party to the Contract shall nominate, at least two (2) months prior to the commencement of installation work one (1) site representative to deal with all technical matters in connection with the works during the period from commencement of installation up to the end of the Contract period. Any problem shall be settled through amicable consultation by the site representatives. The representative maybe changed by either party by giving notice of one month to the other party. General Manager of Western Jharia Area, BCCL or his authorized representative will be the site representative from **BCCL**.

3.16.5 The Successful bidder's site representative shall be experienced in the technology and competent enough to take decision on the spot.

3.17 DELIVERY AND PORT OF DESTINATION

3.17.1 The Contractor shall deliver the Goods to the port of shipment as per scope of supply within the time schedule.

3.17.2 The Contractor shall arrange, supervise and be solely responsible for the transportation, of all the Goods from the point of manufacture to the port of shipmentthereafter up to the site.

3.17.3 Port of destination of the Equipment and Initial spares and Consumables shipped shall be preferably Kolkata (India).

3.17.4 Details of consignee and paying authority are as under –

PORT CONSIGNEE
GENERAL MANAGER (C & F CELL)
COAL INDIA LIMITED
6, LYONS RANGE, KOLKATA-700001
WEST BENGAL, INDIA>
FINAL CONSIGNEE
GENERAL MANAGER
WESTERN JHARIA AREA
BHARAT COKING COAL LIMITED
MOONIDIH – 828129
DHANBAD (JHARKHAND) INDIA
Email: gmwj.bccl@coalindia.in,
PAYING AUTHORITY
GENERAL MANAGER
WESTERN JHARIA AREA
BHARAT COKING COAL LIMITED
MOONIDIH – 828129
DHANBAD (JHARKHAND) INDIA
Email: gmwj.bccl@coalindia.in,

3.17.5 The Equipment to be supplied under the Contract may be delivered in a Partly Knocked Down (PKD), Completely Knocked Down (CKD) or Assembled condition as per Clause 3.10. Special tools and other materials needed for assembly and installation of the Equipment shall be provided by the Contractor free of cost.

3.17.6 The Contractor shall ensure the shipment to India of all the Equipment and Spares including special tools required for installation and commissioning in proper condition and packing.

3.17.7 The Contractor shall be responsible for the replacement of any Equipment or Spares which are damaged prior to delivery and/or during installation and commissioning and for Equipment and Spares which suffer from manufacturing defects. Any extra cost resulting from such replacements shall be borne by the Contractor unless the Company is responsible for such damage and/or for the supply of defective parts. Import Duty for such replacements shall be borne by the Company. Replacement shall be made by the Contractor on Site basis expeditiously such that mine production should not suffer.

3.17.8 The damage or defective parts shall either be taken away by the Contractor or be destroyed before the Customs Authorities. The Contractor shall give necessary assistance to the Company by furnishing all required papers/documents within 1 month from the date of supply of such replacement to enable the Company to claim draw back of the Import Duty paid earlier by the Company for Import of the Equipment and Spares which were subsequently found to be damaged/defective and called for replacement as mentioned in this sub-clause.

3.17.9 The Contractor shall within ten (10) days after the date of shipment send the following documents through Bank to a scheduled bank nominated by the Company to deliver on behalf of the Company to:

GENERAL MANAGER
WESTERN JHARIA AREA
BHARAT COKING COAL LIMITED
MOONIDIH – 828129
DHANBAD (JHARKHAND) INDIA
Email: gmwj.bccl@coalindia.in,

- three (3) copies of Bill of Lading
- three (3) copies of Invoices
- Certificate of Country of Origin of the Goods
- One (1) set of packing list.

3.17.10 Due to any delay beyond ten (10) days, other than that beyond the control of the Contractor, in sending the relevant documents demurrage/wharfageif any payable at the Port of destination shall be on Contractor's account under Clause 3.19.

3.18 DISPUTE RESOLUTION COMMITTEE MEETINGS

3.18.1 Dispute resolution committee (DRC) will be constituted and headed by Area GM and will have by two representatives each of Company and Contractor. Meetings of DRC will be held at regular intervals, provided both parties i.e. **BCCL** and the Successful bidder agree for the same to review the following:

a) Technical matters and Planning
Every month on the Project site/ BCCL (H.Q), at Dhanbad by the DRC;
b) Progress, Delays and Development Strategies
Every six months or in case of necessity, earlier, on Project site/ BCCL (H.Q), at Dhanbad;
c) Settlement of Minor Disputes and anomalies arising from implementation of the contract and for resolution of any dispute arising out of difference of opinions between the Engineer-in-charge and the Successful bidder. Every month at Project site.
d) The decision of DRC should not be at variance with the express provisions of this contract. The unanimous decision of this committee shall be final.

3.19 DEMURRAGE, WHARFAGE, ETC.

3.19.1 All demurrage, wharfage and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of the Contractor.

3.20 INSURANCE

3.20.1 The contractor shall arrange, secure and maintain insurance as may be necessary and for all such amounts to protect his interests and the interests of the owner, against all risks as detailed herein in the joint names of the Owner and the Contractor with the condition that payments against all claims shall be payable by insurers to the owner **.** All premiums and other charges of the said insurance policies shall be paid by the contractor and the same will be re-imbursed to the contractor on submission of documentary evidence. The form and the limit of such insurance, together with the under-writer thereof in each case should be acceptable to the owner. However irrespective of such acceptance, the responsibility to maintain adequate insurance coverage on comprehensive all risks basis at all time during the period of contract shall be that of the contractor alone. The contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations.

3.20.2 Any loss of damage to the equipment, during handling, transporting, storage and erection, shall be to the account of the contractor. The contractor shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and /or replacement of the portion of the works damaged or lost. The contractor shall provide the owner with a copy of all insurance policies and documents taken out by him in pursuance of the contract. Such copies of document shall be submitted to the owner immediately after such insurance coverage. The contractor shall also inform the owner in writing at least sixty (60) days in advance regarding the expiry, cancellation and/or change in any of such documents and ensure revalidation/renewal, etc. as may be necessary well in time.

3.20.3 Full insurance of Coal Mine Methane (CMM) drainage including electricity generation technology should be made by the successful bidder, assigned in favour of BCCL and to be renewed every year till the contract period.

3.20.4 In case of failure of the equipment during the contract period the same should be replaced by the successful bidder, or else insurance contract be invoked.

3.20.5 The risk that are to be covered under the insurance shall include, but not be limited to, the loss or damage in transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire etc. The scope of such insurance shall cover the entire value of the works from time to time.

3.20.6 All insurance claims, payable by the insurers, shall be paid to the Owner which shall be released to the contractor in installments as may be certified by the Engineer in charge for the purpose of rebuilding or replacement or repair of the works and/or goods destroyed or damaged for which payment was received from the insurers.

3.20.7 In addition to the insurance covered above, the following provisions will also apply to the portion of the works to be done beyond the contractor's own or his sub-contractor's works

a) Workmen's compensation insurance:

This insurance shall protect the contractor against all claims applicable under the Workmen's Compensation Act, 1948 (Government of India). This policy shall also cover the contractor against claims for injury, disability, disease or death of his or his sub-contractor's employees, which for any reasons are not covered under the Workmen Compensation Act, 1948. The liabilities shall not be less than

Workmen's compensation	As per statutory provisions
Employer's liability	As per statutory provisions

The contractor shall pay directly the Ex-gratia amount of Rs. 15lakh 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 BCCL.

In order to comply with the above provisions, the contractor shall immediately on receipt of letter of acceptance/work order shall obtain group personal accident insurance in respect of the workmen engaged in mining activities to assure such payment of Rs. 15.0 Lakh in case of death in mine accident within 30 days.

A proof to such effect shall be produced to the satisfaction of the management before commencement of the work. However, the responsibility of payment of special relief/ Ex-gratia amount shall lie exclusively with the contractor.

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

b) Comprehensive Automobile Insurance

This insurance shall be in such a form to protect the contractor against all claims for injuries, disability, disease and death to members of public including the owner's men and damage to the property of others arising from the use of motor vehicles during on or off the site operations, irrespective of the ownership of such vehicles.

c) Comprehensive General Liability Insurance

This insurance shall protect the contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act or omission on the part of the contractor, his agents, his employees, his representatives and sub-contractors or from riots, strikes and civil commotion. The insurance shall also cover all the liabilities of the contractor arising out of the clause entitled defense of suits under clause3.43.

The hazards to be covered will pertain to all the works which and areas where the contractor, his sub-contractor's, his agents and his employees have to perform work pursuant to the contract.

d) The above are only illustrative list of insurance covers normally required and it will be the responsibility of the contractor to maintain all necessary insurance coverage to the extent both in time and amount to

take care of all his liabilities either direct or indirect, in pursuance of the contract.

3.21 LIABILITY FOR ACCIDENTS AND DAMAGES

3.21.1 Under the contract, the contractor shall be responsible for loss or damage to the plant until the plant is taken over in accordance with clause entitled 'Taking Over' in section technical terms and conditions of contract of this volume.

3.22 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

3.22.1 If the contractor fails to maintain the required progress in terms of the agreed time and progress chart or to complete the work and clear the site on or before the contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as agreed compensation/liquidated damages @half percent (1/2 %) of the contract price per week of delay. The aggregate of such compensation/compensations shall not exceed 10 (ten) percent of the total value as shown in contract.

This will also apply to items or group of items for which separate period of completion has been specified. The amount of compensation may be adjusted or setoff against any sum payable to the contractor under this or any other contract with the company.

3.22.2 The company, if satisfied ,that the works can be completed by the contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D., the company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half percent of the contract value of the works for each week or part of the week subject to a ceiling of 10% of the contract price.

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

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

3.22.5 In the event of such termination of the contract as described in clause 3.22.1or 3.22.2 or both, the company, shall be entitled to recover L.D. up to (10%) of the contract value and forfeit the security deposit made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.

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

3.23 CONTRACTOR'S DEFAULT

3.23.1 If the contractor shall neglect to execute the works with the diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him, in writing by the engineer in charge in connection with the works or shall contravene the provisions of the contract, the owner may give notice in writing to the contractor to make good the failure, neglect or contravention complained of. Should the contractor fail to comply with the notice within thirty (30) days from the date of service thereof, then and in such case the owner shall be at liberty to employ other workmen and forthwith execute such part of the works as the contractor may have neglected to do or if the owner shall think fit, it shall be lawful for him, without prejudice to any other right he may have under the contract, to take the works wholly or in part thereof and in that event the owner shall have free use of all contractor's equipment that may have been at the time on the site in connection with the works without being responsible to the contractor for fair wear and tear thereof and to the exclusion of any right of the contractor over the same, and the owner shall be entitled to retain and apply any balance which may otherwise be due on the contract by him to the contractor, or such part thereof as may be necessary, the payment of the cost of executing the said part of the works or of completing the works as the case may be. If the cost of completing the works or executing a part thereof as aforesaid shall exceed the balance due to the contractor, the contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay which the contractor shall have to pay if the completion of works is delayed.

3.23.2 In addition, such action by the owner as aforesaid shall not relieve the contractor of his liability to pay liquidated damages for delay in completion of works as defined in clause 3.22of this section.

3.23.3 The termination of the contract under this clause shall not entitle the contractor to reduce the value of the performance bank guarantee nor the

time thereof. The performance guarantee shall be valid for the full value and for the full period of the contract including guarantee period. The bidding documents will clearly state that, if the contractor fails to complete the work and the order is cancelled, the amount due to him on account of work executed by him, if payable, shall be paid to him only after due recoveries as per the provisions of the contract and that too after alternative arrangements to complete the work has been made.

3.24 FORCE MAJEURE

3.24.1 Force majeure is herein defined as any cause which is beyond the control of the contractor or the owner as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

(a) natural phenomena, including but not limited to floods, draughts, earthquakes and epidemics:
(b) Acts of any government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes, provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

3.24.2 The bidding documents will clearly state that:

(a) The successful bidder 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 clause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition . In the event of delay lasting over two months, 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 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.

(c) If any of the Force Majeure conditions exists in the place of operation of the bidder even at the time of submission of bid he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.

3.24.3 The contractor or the owner shall not be liable for delays in performing his obligations resulting from any Force Majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after contractor's performance of his obligations has been delayed for other causes.

3.25 DELAYS BY OWNER OR HIS AUTHORIZED AGENT

3.25.1 In case the contractor's performance is delayed due to any act of omission on the part of the owner or his authorized agents, then the contractor shall be given due extension of time for the completion of the works, to the extent such omission on the part of the owner has caused delay in the contractor's performance of his work. Regarding reasonableness or otherwise of the extension of time, the decision of the engineer in charge shall be final.

3.25.2 In addition, the contractor shall be entitled to claim demonstrable and reasonable compensation if such delays have resulted in any increase in the cost of work. The owner shall examine the justification for such a request for claim, and if satisfied, the extent of compensation shall be mutually agreed depending upon the circumstances at the time of such an occurrence.

3.25.3 Any delay in finalization of mutual agreement in regard to any of the contractor's claim/ compensation against any act of omission on the part of the owners or his authorized agents should not result in any work stoppage/ further delay on the part of the contractor.

3.26 EXTENSION OF DATE OF COMPLETION

3.26.1 On happening of any events causing delay as stated hereinafter, the contractor shall intimate immediately in writing the Engineer-in-Charge/ designated officer:

a. Due to any reasons defined as Force Majeure.
b. non-availability of stores which are the responsibility of the owner to supply
c. non-availability or breakdown of tools and plant to be made available or made available by the owner
d. delay on the part of the contractors or tradesmen engaged by the owner not forming part of the contract, holding up further progress of the work
e. non-availability of working drawings/work programme in time, which are to be made available by the company during progress of the work
f. Any other causes which, at the sole discretion of the company is beyond the control of the contractor.

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

3.26.3 The contractor may request the company in writing for extension of time within 14 days of happening of such event causing delay stating also, if practicable, the period for which extension is desired. The company may, considering the eligibility of the request, give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor in writing by the company through the Engineer-in-charge/ designated officer within 1 month of the date of receipt of such request. The contractor shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer-in-charge.

3.26.4 Provisional extension of time may also be granted by the Engineer-In-charge/designated officer during the course of execution, on written request for extension of time within 15 (fifteen) days of happening of such events as stated above, reserving the company's right to impose/ waive liquidated damages at the time of granting final extension of time as per contract agreement.

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

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

3.27 TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT

3.27.1 The owner shall, in addition to other remedial steps to be taken as provided in the conditions of contract, be entitled to cancel the contract in full or in part, if the contractor:-

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

OR

b. commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer-in-charge, then on the expiry of the period as may be specified by the Engineer-in-charge in a notice in writing

OR

c. 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

d. shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for the company.

OR

e. Shall try to obtain a contract with the company by way of ring tendering or other non-bonafide method of competitive tendering.

OR

f. Transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Engineer-in-charge. The Engineer-in-charge may, by giving a written notice, cancel the whole contract or portion of it in default.

3.27.2 The owner shall in such an event give fifteen (15) days' notice in writing to the contractor of his decision to do so.

3.27.3 The contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to the work terminated and terms satisfactory to the owner, stop all further sub-contracting or purchasing activity related to the work terminated, and assist the owner in maintenance, protection, and disposition of the works acquired under the contract by the owner.

3.27.4 The contract shall stand terminated under the following circumstances unless the owner is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in the case of partnership the surviving partners, are capable of carrying out and completing the contract and the owner shall in any way not be liable to

payment of any compensation to the estate of deceased contractor and/or to the surviving partners of the contractor's firm on account of the termination of the contract.:

a. If the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of insolvency act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any insolvency act.

b. In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganization, 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 the legal representative or to the partnership concern.

3.27.5 If the contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies, then unless the owner is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in the case of partnership the surviving partners, are capable of carrying out and completing the contract the owner shall be entitled to cancel the contract as to its incomplete part without being in any way liable to payment of any compensation to the estate of deceased contractor and/or to the surviving partners of the contractor's firm on account of the cancellation of the contract.

The decision of the owner that the legal representatives of the deceased contractor or surviving partners of the contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the owner shall not hold the estate of the deceased

contractor and/or the surviving partners of the estate of the deceased contractor and/or the surviving partners of the contractor's firm liable to damages for not completing the contract.

3.27.6 On cancellation of the contract or on termination of the contract, the Engineer-in-charge / designated officer shall have powers:

a) to take possession of the site and any materials, constructional plant, implements, stores, etc. thereon.
b) to carry out the incomplete work by any means at the risk of the contractor
c) to determine the amount to be recovered from the contractor for completing the remaining work or in the event the remaining work is not to be completed the loss/damage suffered, if any, by the company after giving credit for the value of the work executed by the contractor up to the time of termination/cancellation less on a/c payments made till date and value of contractor's materials, plant, equipment, etc., taken possession of after termination/cancellation.
d) to recover the amount determined as above, if any, from any moneys due to the contractor or 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.
e) 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 clause no. 3.27.6d).

3.27.7 Suspension of work - The company shall have power to suspend the progress of the work or any part thereof and the Engineer in charge/ designated officer 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. Any necessary and demonstrable costs incurred by the contractor as a result of such suspension of the works will be paid by the owner, provided such costs are substantiated to the satisfaction of the Engineer in charge/ designated officer. The owner shall not beresponsible for any liabilities if suspension or delay is due to some default on the part of the contractor or his sub-contractor.

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 termination or suspension of the contract, on account of default on the part of the contractor, as narrated herein before, the security deposit and other dues of

his work or any other work done under this company shall be forfeited and brought under the absolute disposal of the company provided, that the amount so forfeited shall not exceed 10% of the contract value.

3.27.8 Foreclosure of contract in full or in part - If at any time after acceptance of the tender, the company decides to abandon or reduce the scope of the work for any reason whatsoever the company, through its Engineer in charge/ designated officer, shall give notice in writing to that effect to the contractor. In the event of abandonment/reduction in the scope of work, the company shall be liable

a. To pay the contractor at the contract rates full amount for works executed and measured at site up to the date of such abandonment/reduction in the work.
b. To pay reasonable amount assessed and certified by the Engineer in charge/ designated officerof the expenditure incurred, if any, by the contractor on preliminary works at site. e.g. temporary access roads, temporary construction for labour and staff quarters, office accommodation, storage of materials, water storage tanks and supply for the work including supply to labour/staff quarters, office, etc.
c. to pay for the materials brought to site or to be delivered at site, which the contractor is legally liable to pay, for the purpose of consumption in works carried out or were to be carried out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials. The materials to be taken over by the company should be in good condition and the company may allow at its discretion the contractor to retain the materials in full or part if so desired by him and to be transported by the contractor from site to his place.
d. To take back the materials issued by the company but remaining unused, if any, in the work on the date of abandonment/reduction in the work, at the original issued price less allowance for any deterioration or damage caused while in custody of the contractor
e. To pay for the transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less.

The contractor shall, if required by the Engineer-in-charge/ designated officer, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Engineer-in-charge / designated officer to assess the amount payable in terms of part 3.27.8b, candeabove, 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.

3.28 NO WAIVER OF RIGHTS

3.28.1 Neither the inspection by the owner or the engineer in charge or any of their officials, employees or agents nor any order by the owner or the engineer in charge for payment of money or any payment for or acceptance of, the whole or any part of the works by the owner or the engineer in charge, nor any extension of time, nor any possession taken by the engineer in charge shall operate as a waiver of any provision of the contract, or of any power herein reserved to the owner, or any right to damages herein provided, nor shall any waiver of any breach in the contract be held to be a waiver of any other or subsequent breach.

3.29 CERTIFICATE NOT TO AFFECT RIGHT OF OWNER AND LIABILITY OF CONTRACTOR

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

3.30 GRAFTS AND COMMISSIONS ETC.

3.30.1 Any graft, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent, officers, director, employee or servant or any one of his or their behalf in relation to the obtaining or to the execution of this or any other contract with the owner, shall, in addition to any criminal liability which it may incur, subject the contractor to the cancellation of this and all other contracts and also to payment of any loss or damage to the owner resulting from any cancellation. The owner shall then be entitled to deduct the amount so payable from any moneys otherwise due to the contractor under the contract.

3.31 LANGUAGE AND MEASURES

3.31.1 All documents pertaining to the contract including specifications, schedules notices, correspondence, operating and maintenance instructions, drawings or any other writing shall be written in English language. The metric system of measurement shall be used exclusively in the contract.

3.32 RELEASE OF INFORMATION

3.32.1 The contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium photographs or other reproduction of the works under this contract, or descriptions of the site, dimensions, quantity, quality or other information, concerning the works unless prior written permission has been obtained from the owner.

3.33 CONSTRUCTION OF THE CONTRACT

3.33.1 In case of divisible supply and erection contract, or where the owner hands over his equipment to the contractor for executing, then the contractor shall at the time of taking delivery of the equipment/ dispatch documents be required to execute an indemnity bond in favor of the owner in the form acceptable to the owner for keeping the equipment in safe custody and to utilize the same exclusively for the purposes of the said contract.

Note:

Both contracts (In case of divisible supply and erection contract) will contain a cross breach clause specifying that breach of any one contract will also constitute breach of the other contract and the whole contract combined.

3.33.2 The contract shall in all respects be construed and governed according to Indian Laws.

3.33.3 It is clearly understood that the total consideration for the contract(s) has been broken up into various components only for the convenience of payment of advance under the contract(s) and for the measurement of deviations or modifications under the contract(s).

3.34 COMPLETION OF CONTRACT

3.34.1 Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiration of the guarantee period as provided for under the clause entitled 'Guarantee' in this section.

3.35 ENFORCEMENT OF TERMS

3.35.1 The failure of either party to enforce at any time of the provisions of this contract or any rights in respect thereto or to exercise any option herein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

3.36 ENGINEER'S DECISION

3.36.1 In respect of all matters which are left to the decision of the engineer including the granting or with holding of the certificates, the engineer in charge shall, if required to do so by the contractor give in writing a decision thereon.

3.36.2 If in the opinion of the contractor, a decision made by the engineer in charge is not in accordance with the meaning and intent of the contract, the contractor may file with the engineer in charge within fifteen (15) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as acceptance of the engineer in charge's decision and the decision shall become final and binding.

3.36.3 The engineer in charge's decision and the filling of the written objection thereto shall be a condition precedent to the right to any legal proceedings. It is the intent of the agreement that there shall be no delay in the execution of the works and the decision of the engineer in charge as rendered shall be promptly observed.

3.37 CO-OPERATION WITH OTHER CONTRACTORS AND CONSULTING ENGINEER IN CHARGES

3.37.1 The contractor shall agree to co-operate with the owner's other contractors and consulting engineer in charges and freely exchange with them such technical information as is necessary to obtain the most efficient and economical design and to avoid unnecessary duplication of efforts. The engineer in charge shall be provided with three copies of all correspondence addressed by the contractor to other sub-contractors and consulting engineer in charges in respect of such exchange of technical information,

3.38 TRAINING OF OWNER'S PERSONNEL

3.38.1 The contractor shall undertake to train free of cost, identified engineering personnel at site on mutual agreed terms.

3.38.2 In the event of the owner, for any reason, failing to avail of the training facilities, he shall not be entitled for any rebate whatsoever on this account.

3.39 POWER TO VARY OR OMIT WORK

3.39.1 No alterations, amendments, omissions, suspensions or variations of the works (hereinafter referred to as 'Variation') under the contract as detailed in the contract documents, shall be made by the contractor except as directed in writing by the engineer in charge, but the engineer in charge shall have full power subject to the provision hereinafter contained from time to time during the execution of the contract, by notice in writing, to instruct the contractor to make such variation without prejudice to the contract. The contractor shall

carry out such variation and be bound by the same conditions as far as applicable as though the said variation occurred in the contract documents. If any suggested variation would, in the opinion of the contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the contract, he shall notify the engineer in charge thereof in writing and the engineer in charge shall decide forthwith, whether or not the same shall be carried out and if the engineer in charge confirm his instructions, contractor's obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the contract price as the case may be.

3.39.2 In the event of the engineer in charge requiring any variation, such reasonable and proper notice shall be given to the contractor to enable him to work his arrangements accordingly, and in cases where goods or materials are already prepared or any design, drawings of pattern made or work done requires to be altered, a reasonable and agreed sum in respect there of shall be paid to the contractor.

3.39.3 In any case in which the contractor has received instructions from the engineer in charge as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the contractor, involve a claim for additional payments, the contractor shall immediately and in no case later than thirty (30) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the engineer in charge to that effect. But the engineer in charge shall not become liable for the payment of any charges in respect of any such variations, unless the instructions for the performance of the same shall be confirmed in writing by the engineer in charge.

3.39.4 If any variation in the works results in reduction of contract price, the parties shall, agree, in writing, so to the extent of any change in the price, before in contractor proceeds with the change.

3.39.5 In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the engineer in charge shall prevail.

3.39.6 Notwithstanding anything stated above in this clause, the engineer in charge shall have the full power to instruct the contractor, in writing, during the execution of the contract, to vary to quantities of the items or groups of items. The contractor shall carry out such variations and be bound by the same conditions, as though the said variations occurred in the contract documents. However, the contract price shall be adjusted at the rates and the prices provided for the original quantities in the contract.

3.40 GUARANTEE/ DEFECT LIABILITY

3.40.1 The contractor shall warrant that the equipment will be new and in accordance with the contract documents and be free from defects in material, design, manufacture and workmanship for a contract period as per the TSD commencing immediately upon the satisfactory completion of the trial operations. The contractor's liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his sub-contractor(s)/ sub-vendor(s) or replacement of the complete equipment, under normal use and arising solely form faulty design, manufacture, materials, and/or workmanship provided always that such defective parts/ equipment are repairable at the site/ replacing the equipment as a whole without hampering the operation of the plant. Such replaced defective parts/ old equipment shall be returned to the contractor unless otherwise arranged. No repairs or replacements shall be carried out by the engineer in charge of the employer, as the plant is under the supervision of the contractor's supervisory engineers/staff.

3.40.2 The operation and maintenance of the plant will be done by the successful bidder, as per provisions of tender document including repair, replacement of the spare parts, components, equipment etc. free of cost.

3.40.3 If the facilities or any part thereof cannot be used by reason of such defect and/or making good such defect during the contract periodof any facilities or such part, as the case may be, shall be extended by a period equal to the period during which the facilities or such part cannot be used by the employer because of aforesaid reasons.

3.41 COMMITMENT CHARGES:

In case the long wall panel operation stopped for more than an hour due to excess presence of methane gas in XVI Top seam then bidder will have to pay the penalty charges as per production hours lost as given below:

Cumulative duration of the failure to maintain the stipulated statutory limit in a week	**Penalty to be Paid**
up to 24 Hours	[Rs. 10000/-] per Hour
More Than 24 Hours @ [Rs.360000] per day i.e. [Rs.15000] per Hour	

3.41.1 Payment deduction in case of less Generation of electricity:

In case the Successful bidder is not able to produce the monthly guaranteed unit(s) generation of electricity i.e. 1 Million units, he will pay penalty charges as indicated below:

Monthly Guaranteed Generation of electricity	Penalty to be Deducted
From 1 Million to 0.8 Million Unit	Nil
From 0.8 Million to 0.6 Million Unit	@ [Rs. 0.50]per unit of electricity (1 Unit = 1kWh) multiplied by shortage of units of generated electricity from 0.8 Million Unit
Less than 0.6 Million Unit	@ [Rs. 1(One)] per unit of electricity (1 Unit = 1kWh) multiplied by shortage of units of generated electricity from 0.6 Million Unit plus additionally 1 lakh rupees.

3.41.2 Payment towards Excess Generation of electricity:

In case, the Successful bidder is able to achieve more than 1Million Unit of generation of electricity (kWh), the successful bidder would get payment at the quoted rate itself.

3.42 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS

3.42.1 If during the progress of the works the engineer in charge shall decide and inform in writing to the contractor, that the contractor has manufactured any plant or part of the plant unsound or imperfect or has furnished any plant inferior than the quality specified, the contractor on receiving details of such defects or deficiencies shall at his own expense within seven (7) days of his receiving the notice, or otherwise, within such time as may be reasonably necessary for making it good, proceed to alter, re-construct or remove such work and furnish fresh equipment up to the standards of the specifications. In case the contractor fails to do so, the engineer in charge may on giving the contractor seven (7) days' notice in writing of his intentions to do so, proceed to remove the portion of the works so complained of and, at the cost of the contractor, perform all such work or furnish all such equipment provided that nothing in this clause shall be deemed to deprive the owner of or affect any rights under the contract which the owner may otherwise have in respect of such defects and deficiencies.

3.42.2 The contractor's full and extreme liability under this clause shall be satisfied by the payments to the owner of the extra cost, of such replacement procured, including erection, as provided for in the contract, such extra cost being the ascertained difference between the price paid by the owner for such replacements and the contract price portion for such defective plant and repayments of any sum paid by the owner to the contractor in respect of such defective plant. Should the owner not so replace the defective plant, the contractor's extreme liability under this clause shall be limited to

repayment of all sums paid by the owner under the contract for such defective plant.

3.43 DEFENCE OF SUITS

3.43.1 If any action in court is brought against the owner or engineer in charge or an officer or agent of the owner. for the failure or neglect on the part of the contractor to perform any acts, matters, covenants or things under the contract, or for damage or injury caused by the alleged omission or negligence on the part of the contractor, his agents, representatives or his sub-contractors, workmen, suppliers or employees, the contractor shall in all such cases indemnify and keep the owner, and the engineer in charge and/or his representative, harmless from all losses, damages, expenses or decrees arising of such action.

3.44 LIMITATIONS OF LIABILITIES

3.44.1 The final payment by the owner in pursuance of the contract shall mean, the release of the contractor from all his liabilities under the contract. Such final payment shall be made only at the end of the guarantee period as detailed in clause 3.40 above and till such time as the contractual liabilities and responsibilities of the contractor, shall prevail. All other payments made under the contract shall be treated as on account payments.

3.45 MARGINAL NOTES

3.45.1 The marginal notes to any clause of the contract shall not affect or control the construction of such clause.

3.46 TAXES, PERMITS & LICENCES

3.46.1 The contractor shall be liable and pay all- Indian taxes, (other than Goods and Services tax and GST Compensation Cess, if applicable) duties, levies, royalties, whether local, municipal, provincial or central lawfully assessed against the owner or the contractor in pursuance of the contract. In addition, the contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the contractor for his personal income and property only. This clause shall be read in conjunction with clause 1.9 of Instruction to Bidders.

3.46.2 The contractor, along with his bills, shall submit proper documents in the name of the Company to enable the Company to claim Input Tax Credit/exemption on imported products under the applicable laws. The invoice shall be in compliance with the relevant rules.

BCCL is entitled to avail Input Tax Credit on account of: CGST, SGST/UTGST, IGST and GST Compensation Cess, as applicable for indigenous product/imported products. Hence set off allowed against CGST, SGST/UTGST, IGST and GST Compensation Cess as per relevant

rules/act. Contractor shall submit relevant document as desired by BCCL at the time ofsupply, along with the bills/invoice as per relevant rules for enabling subsidiary to claim Input tax credit/exemption benefit.

3.46.3 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.

3.47 PROGRESS REPORTS AND PHOTOGRAPHS

3.47.1 During the various stages of the works in the pursuance of the contract, the contractor shall at his own cost submit periodic progress reports as may be reasonably required by the engineer in charge with such materials as charts, net-works, photographs, test certificates, etc. such progress report shall be in the form and size as may be required by the engineer in charge and shall be submitted in at least three (3) copies.

3.48 LONG TERM AVAILABILITY OF SPARES

3.48.1 The contractor shall guarantee the long term availability of spares to the owner for the full life of the equipment covered under the contract. The contractor shall guarantee that before going out of production of spare parts of the equipment covered under the contract, he shall give the owner at least twelve (12) months advance notice so that the latter may order his bulk requirement of spares, if he so desires. The same provision will also be applicable to sub-contractor. Further, in case of discontinuance of manufacture of any spares by the contractor or his sub-contractors the contractor will provide the owner two years in advance, with full manufacturing drawings, material specifications and technical information required by the owner for the purpose of manufacture of such items.

3.48.2 Further, in case of discontinuance of supply of spares by the contractor or his sub-contractors the contractor will provide the owner with full information for replacement of such spares with other equivalent makes, if so required by the owner.

3.48.3 The contractor shall provide the owner with a "directory" of his sub-contractors giving the addresses and other particulars of his sub-contractors. The owner, if he so desires, shall have the right to procure the spares directly from sub-contractors.

3.48.4 Notwithstanding anything stated elsewhere in the bid documents, the prices of all spares which may be procured to cover long term requirements, will be generally in accordance with the mutually agreed prices.

3.48.5 The contractor will indicate in advance the delivery period of the items of spares, which the owner may procure in accordance with the sub-clause 3.48.4. In case of emergency requirements of spares, the contractor would make every effort to expedite the manufacture and delivery of such spares on the basis of mutually agreed time schedule.

3.48.6 The procedure specified in clauses 3.48.4 and 3.48.5shall apply for future procurement of items included in stand by spare list, mandatory spares lists, optional spares list and special tools, plants and equipment list, if any, specified in the bid documents.

3.48.7 The Contractor shall indemnify the owner for the availability of long time spares as per the terms and conditions laid down above in clause 3.48.1 to clause 3.48.6.

3.48.8 In case of equipment/ system (including manufactured domestic and overseas) the availability of spare parts for contract period as per the provisions of tender document shall have to be guaranteed by the contractor. In this regard, the contractor will have to provide, an undertaking from the respective OEMs regarding supply of spare parts and maintenance support as and when required during the said period, before signing of contract agreement and it should be made a part of contract agreement**.**

3.49 PAYMENT

3.49.1 The payment to the contractor for the performance of the works under the contract will be made by the owner as per the guidelines and conditions specified herein. All payment made during the contract shall be on account payments only. The final payment will be made on completion of all the works and on fulfillment by the contractor of all his liabilities under the contract.

3.50 CURRENCY OF PAYMENT AND PROVISION FOR PAYMENT OF FOREIGN CURRENCY QUOTED ITEMS

3.50.1 All Payment under contract shall be in Indian Rupees.

3.50.2 For payment of foreign currency items, BCCL will convert all foreign currency quoted price into INR at the prevailing exchange rate, Bill selling rate of State Bank of India on the scheduled completion date as per agreed PERT network as detailed in clause 3.52.1.

3.51 DUE DATES FOR PAYMENT

3.51.1 Owner will make progressive payment as and when the payment is due as per the terms of payment set forth in the accompanying technical specifications. Payment will become due and payable by the owner within thirty (30) days from the date of receipt of contractor's bill/invoice/debit note

by the owner, provided the documents submitted are complete in all respects.

3.52 PAYMENT SCHEDULE

3.52.1 The contractor shall prepare and submit to the engineer in charge for approval, a break-up of the contract price. This contract price break-up shall be interlinked with the agreed detailed PERT network of the contractor setting forth his starting and completion dates for the various key phases of works prepared as per condition of this section. While preparing the PERT network, the supply of P&M Equipment shall be linked to construction of respective Civil and Structural Works. Any payment under the contract shall be made only after the contractor's price break-up is approved by the engineer in charge. The aggregate sum of the contractor's price break-up shall be equal to the lump sum contract price.

3.53 INTERIM PAYMENTS

3.53.1 The contractor shall submit running bill for the payment in the prescribed proforma of the owner to be supplied in due course at the time of payment.

3.53.2 Each such running bill shall state the amount claimed and shall set forth in detail, in the order of the payment schedule, particulars of the works including the works executed at site and of the equipment shipped/brought on to the site pursuant to the contract up to the date mentioned in the bill and for the period covered since the last preceding certificate, if any.

3.53.3 Every interim payment claim shall indicate the contract value of the works executed up to the date mentioned in the running bill, provided that no sum shall be included in any running bill in respect of the works that, according to the decision of the engineer in charge, does not comply with the contract, or has been performed, at the date of certificate prematurely.

3.54 TERMS OF PAYMENTS

3.54.1 **Payment:** Since the total job is on concept to commissioning basis, any payment to the Contractor before the final payment shall be treated as provisional payment towards the total contract price.
The Contractor may at intervals of not less than one month submit claims/ bills for payment on account of work done after proper scrutiny and certification of the same by the Employer.

All such payments shall be made by the Employer through on-line payment i.e; NEFT/RTGS within a month from the date of the submission of claims/bills, after deducting retention money and other statutory dues. Payment will also be governed by Clauses3.3of General Terms & Conditions of Contract. Any sum due from the Contractor shall be deducted from the

first or next subsequent on account of payments as the case may be, in general the following procedure of payment shall be followed:

3.54.2 Scientific studies and Detailed Project Report (DPR)

Payment towards scientific studies and Detailed Project Report (DPR) shall be made after vetting of the same by the CMPDIL and acceptance by BCCL, as per quoted and accepted price towards the same as per provision of clause 4.7 of scope of work after deducting retention money as per clause 3.3.1.3 and other statutory deductions, if any.

3.54.3 Supply of Equipment:

80% of quotedand accepted priceon receipt of the "complete equipment set", as defined under clause3.1(vii)conforming to stipulated specifications and quality as per clause 3.96.1at site to be certified by the Engineer In-Charge/Designated Officer, after deducting retention money as per clause 3.3.1.3and other deductions, if any.

In case of any mishap or eventualities causing loss in transit for which the Bidder has taken insurance against quoted and accepted price as per BOQ, insurance claim will be made by BCCL & BCCL will get 100% of the cost of the equipment. BCCL will pay to the Contractor 100% of the insurance amount received after deduction of any payment made to the Contractor against the said consignment.

However, necessary insurance shall be done by the Contractor for the next consignment and the same will be paid to the contractor on submission of documentary evidence.

3.54.4 Installation & Commissioning:

The remaining 20% of the amount will be paid after successful execution of contract for 1st year after the install and commissioning of equipment, after deducting retention money as per clause 3.3.1.3 and other deductions, if any.

3.54.5 Operation, Repair & Maintenance Charges:

Payment towards Operation, Repair and Maintenance Service shall be made as per quoted and accepted price in price bid for the respective year(s), after deducting retention money as per clause 3.3.1.3 and other deductions, if any.

3.54.6 Payment for unit(s) of Electricity Generation:

The successful Bidder will be paid at the rate quoted by the successful Bidder and accepted by BCCL subject to upper limit i.e. Rs. 3 (Three) per unit provided the unit(s) of electricity produced per month. In case the no of

unit(s) produced are more than 1 Million or less than 0.8 Million then the payment will be decided according to clause no. 3.41, after deducting retention money as per clause 3.3.1.3 and other deductions, if any.

3.55 FINAL BILL

3.55.1 As soon as possible after completion of the works to the satisfaction of the Employer the Contractor shall forward a certified final bill. It shall be accompanied by all relevant vouchers, such as royalty clearance certificate (if any) from appropriate authorities, submission of copies of working drawings, technical documents as required documents showing therein all additions and alternations etc. in the process of execution, completion certificate for embedded and covered up works, plant handing over certificate etc. as applicable. The Contractor shall be paid full and final payment only after deduction of amounts paid against on account bill and any other amount due etc. payable by Contractor.

3.56 SETTLEMENT OF DISPUTES

3.56.1 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:

STAGE I: 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 company.

STAGE II: 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).

3.56.2 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 3.56.

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 / FD'sof 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 / FD'sof 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 / FD'sof 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.

3.57 DELETED

3.58 E-WAY BILL

3.58.1 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 BCCL 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.

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

3.59 DEFAULT AND DELAY IN COMMENCING THE WORK

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

Additionally, the Company will reserve the right to debar such defaulting Contractors from participating in future Tenders for a minimum period of one year.

3.60 PRICE VARIATION CLAUSE

3.60.1 The contract price shall remain firm in the currency quoted by the bidder and accepted by BCCL without any price variation due to escalation for the portions of survey, scientific investigations, planning, design & engineering, constructions, supply of P&M and the agreed price for Scientific studies and preparation of DPR (Detailed Project Report), operation & maintenance, generation of electricity from so produced CMM as per the contract except as detailed in clause 3.60.3hereof and for the statutory increase/decrease in taxes and duties etc.

3.60.2 If any work under the contract is to be extended beyond the stipulated period for completion of that work due to fault on the part of the contractor escalation on prices shall not be allowed.

3.60.3 Escalation/Descalation

The price quoted and accepted for the items / activities as per BoQ shall be firm unless there is any delay in scheduled completion of these items/ activities (as per agreed PERT as detailed in clause 3.52.1) due to the fault on part of the BCCL.

Escalation/Descalation shall be calculated on quarterly basis.

Escalation/Descalation shall be applicable on 80% of the quoted and accepted price only for all items as per BOQ.

In case there is delay in completion schedule of any item or activities due to the fault on part of the BCCL, following provisions shall apply:

3.60.3.1 **Escalation/Descalation for Scientific Studies & DPR Preparation**

No escalation on INR as well as on the foreign exchange component of the price will be paid.

3.60.3.2 **Escalation/Descalation for Quoted and accepted Cost of Equipment/Accessories as per BOQ**

a) Escalation/Descalation for Cost of Equipment/Accessories Quoted in INR

Price variation on INR component of quoted and accepted cost of Equipment/Accessories shall be calculated in accordance with the following formula

$$Ve = W \times \frac{E - E0}{E0}$$

Where:

Ve = Variation in cost of Equipment/Accessories i.e. increase or decrease in the amount in rupees to be paid or recovered.

W = 80% of quoted and accepted price for Equipment/Accessories

E0 = All India Wholesale Price Index for the applicable items as published by the RBI Bulletin, Ministry of Industry & Commerce, Govt. of India, prevailing on the date of submission of tender.

E = Revised average (quarterly basis) All India Wholesale Price Index for the applicable items for the period to which price variation relates as published by the RBI Bulletin, Ministry of Industry & Commerce, Govt. of India.

b) Escalation/Descalation for Cost of Equipment/Accessories Quoted in Other than INR

i. Bidder will quote cost of Equipment/Accessories based on the prevailing indices of the country of origin as on date of submission of the tender and the cost of the said Equipment/Accessories after acceptance of BCCL will be considered as original cost. The indices

so suggested by the bidder must be in the public domain.

ii. The bidder has to clearly state the indices of the country of origin at the time of submission of tender and successful bidder shall also provide indices of the said country of origin at the time of actual delivery of Equipment/Accessories with supporting document. The indices so suggested must be in the public domain.

iii. Price variation on other than INR component of quoted and accepted cost of Equipment/Accessories shall be calculated in accordance with the following formula

$$Ve = W \times \frac{E - E0}{E0}$$

Where:

Ve = Variation in cost of Equipment/Accessories i.e. increase or decrease in the amount in other than INR currency to be paid or recovered.

W = 80% of quoted and accepted price for Equipment/Accessories in other than INR currency

E0 = Value of index for the country of origin as suggested by the Bidder, prevailing on the date of submission of tender.

E = Revised average (quarterly basis) value of index for the country of origin as suggested by the Bidder, for the applicable items for the period to which price variation relates.

3.60.3.3 **Escalation/Descalation for Quoted and accepted cost of Operation & Maintenance Charges**

Price variation on Quoted and accepted cost of Operation & Maintenance Chargesshall be calculated in accordance with the following formula:

a) 50% of said 80% of the quoted and accepted price for operation and maintenance shall escalate/descalate on the basis of WPI (Wholesale Price Index).

$$Vo = Wo \times \frac{M - M0}{M0}$$

Where:

Vo = Variation in cost of Operation & Maintenance i.e. increase or decrease in the amount in rupees to be paid or recovered.

Wo = 40% of quoted and accepted cost of Operation & Maintenance Charges during the period under reckoning to which the price variation relates.

M0 = All India Wholesale Price Index for the applicable items as published by the RBI Bulletin, Ministry of Industry & Commerce, Govt. of India, prevailing on the date of submission of tender.

M = Revised average (quarterly basis) All India Wholesale Price Index for the applicable items for the period to which price variation relates as published by the RBI Bulletin, Ministry of Industry & Commerce, Govt. of India.

b) Remaining 50% of said 80% shall escalate/descalate on the basis of All India Consumer Price Index (AICPI).

$$Vo = Wox \frac{M - M0}{M0}$$

Where:

Vo = Variation in cost of Operation & Maintenance i.e. increase or decrease in the amount in rupees to be paid or recovered.

Wo = 40% of quoted and accepted cost of Operation & Maintenance Charges during the period under reckoning to which the price variation relates.

M0 = All India Consumer Price Index, prevailing on the date of submission of tender.

M = Revised average (quarterly basis) All India Consumer Price Index as applicable for the period under reckoning to which the price variation relates.

3.60.3.4 **Escalation/Descalation for Quoted and accepted cost of Electricity Charge**

Price variation on Quoted and accepted cost of Electricity Chargesshall

be calculated in accordance with the following formula:

$$Vo = Wox \frac{M - M0}{M0}$$

Where:

Vo = Variation in cost of Electricity Charges i.e. increase or decrease in the amount in rupees to be paid or recovered.

Wo = 80% of quoted and accepted cost of Electricity Charges during the period under reckoning to which the price variation relates.

M0 = All India Consumer Price Index, prevailing on the date of submission of tender.

M = Revised average (quarterly basis) All India Consumer Price Index as applicable for the period under reckoning to which the price variation relates.

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SUB-SECTION -3.2

ADDITIONAL TERMS AND CONDITIONS

OF

CONTRACT

SUB-SECTION – 3.2

ADDITIONAL TERMS & CONDITIONS OF CONTRACT

The following additional terms & conditions are also acceptable to the company. The bidders are requested not to quote any additional conditions in their tender.

3.61 DGMS APPROVAL

3.61.1 All equipment to be supplied under the Contract, requiring permission under the law, must be approved by DGMS, India for use in coal mines in India. This approval has to be obtained by the Bidder at no cost to BCCL. BCCL shall provide necessary assistance to the Bidder for securing permission for the equipment proposed for the contract.

3.61.2 Scientific investigation to be carried out for securing DGMS approval would be carried out by the Bidder. Results of the scientific investigation will be the basis of design of gas drainage method, systematic support rule (as per relevant regulation CMR 2017), and may be used by BCCL for submission of application to DGMS for obtaining the approval. BCCL would put up the application with DGMS and the Bidder shall provide all assistance to BCCL for making the application and obtaining the DGMS approval. The cost for obtaining DGMS approval will be borne by the Coal Company.

3.61.3 In case DGMS does not give approval as specified above under sub-clauses 3.61.1 and 3.61.2, this Contract will not come into force and this Contract will not be effective without any obligation on the part of any party. Payment in any form will be made only after the approvals are obtained as per clause no 3.61.1& 3.61.2 above.

3.62 OBLIGATIONS OF OWNER

During the Contract period, BCCL would provide the following facilities:

3.62.1 The owner shall make the Mine Site available to the Successful bidder and shall carry out the Management of the mine as per all statutes and laws, including but not limited to Coal Mines Act, Regulations, Rules, and other statutes and laws applicable to coal mines in India. In particular the responsibility for environmental matters of any nature whatsoever is with BCCL and **BCCL** will indemnify the Successful bidder and will hold the Successful bidder harmless with regard to all costs, damages and liabilities arising in connection with environmental pollution & subsidence.

3.62.2 **BCCL** shall provide the District manpower as mutually agreed.

3.62.3 Deleted

3.62.4 Deleted

3.62.5 BCCL will provide electrical power at a single point.The Contractor will give specific consumption requirement of electric power needed (i.e; kWh).

3.62.6 Deleted

3.62.7 Providing existing workshop and store facilities. For any additional requirement of workshop and store the Company will provide the shades only. The other equipment or constructions are to be arranged by the Successful bidder without any additional cost to the Company. 24 hours access to the site store will be provided to the Successful bidder.

3.62.8 Providing suitable accommodation to the Successful bidder's personnel as mutually agreed along with telecommunication facilities, water and power. The Successful bidder will pay for actual charges for the telephone calls/ Internet usage made.

3.62.9 **BCCL**will continue to keep the Mine Site available to the Successful bidder for the purpose of carrying out its services under the Contract.

3.62.9.1 **BCCL** shall provide local medical facility on chargeable basis as per the prevailing standard norms of **BCCL** for personnel of non-entitled class.

3.62.10 In addition to the facilities agreed upon to be provided by the owner vide clause no. 3.95.1, the contractor shall make all additional arrangement as per scope of work.

3.63 SPECIFIC OBLIGATIONS AND RESPONSIBILITIES OF THE SUCCESSFUL BIDDER

3.63.1 The Successful bidder shall furnish to BCCL all the required details in accordance with the provisions of the contract.

3.63.2 Deleted

3.63.3 The Successful bidder shall have to guarantee that the services under the contract will be performed in accordance with Indian mines safety regulations in force from time to time which the BCCL shall bring to the notice/attention of the Successful bidder and the Successful bidder shall protect the BCCLlegitimate interest in all circumstances. However, any abnormal implication affecting either of the parties due to such changes will be mutually discussed and settled.

3.63.4 The Successful bidder will ensure all necessary safety provision/ equipment to provide adequate protection to persons and property.

3.63.5 All workers engaged by the contractor or his sub-contractor shall be; paid, the wages payable as per clause no. 2.26.5. Payment to the workers shall be made through e-Payment.

3.63.6 Immediately after the expiry of the Contract, the Successful bidder shall remove their men from the site and **BCCL** will have no liability for the manpower of the Bidder after the contract period. Final payment will be made only after the removal of the Successful bidder's men after the expiry of the contractual period.

3.63.7 The attendance of Contractor workers should be by Bio-Metric means.

3.64 SPECIAL TERMS

3.64.1 **BCCL** would not be responsible for any compensation due to stoppage/ change in scope of work due to local disturbance, change in Government policy, law and any order of judiciary, obstruction for delay by any outside agency/ element.

However, in such situation annual target shall be reduced proportionately and the loss of time so accured shall be over and above the time loss explained elsewhere in the bid document.

In the case of any delay in finalisation of mutual agreement in regard to any of the Successful bidder's claim/compensation against any act of omission on the part of BCCL, both parties aim to duly cooperate and to prevent that any issues during the process of execution of this contract should not result in any work stoppage/further delay on the part of the Successful bidder.

SUB-SECTION -3.3

GENERAL TECHNICAL CONDITIONS

SUB-SECTION – 3.3

GENERAL TECHNICAL CONDITIONS

3.65 GENERAL

3.65.1 This part covers technical conditions pursuant to the contract and will form an integral part of the contract. The following provisions shall supplement all the detailed technical specifications and requirements brought out in the accompanying technical specifications. The contractor's proposal shall be based on the use of equipment and materials complying fully with the requirements, specified herein. It is recognized that the contractor may have standardized on the use of certain components, materials, processes or procedures different that those specified herein. Alternate proposals offering similar equipment based on the manufacturer's standard practice will also be considered, provided such proposals meet the specified designs, standards and performance requirements and are acceptable to the owner.

3.66 LIMIT OF CONTRACT

3.66.1 Equipment furnished shall be complete in every respect with all mountings, fittings, fixtures and standard accessories normally provided with such equipment and/or needed for erection, completion and safe operation of the equipment as required by applicable codes though they may not have been specifically detailed in the technical specifications unless included in the list of exclusions. All similar standard components/parts of similar standard equipment provided, shall be inter-changeable with one another.

3.67 EQUIPMENT PERFORMANCE GUARANTEE

3.67.1 The performance tests of the equipment under the scope of the contract are detailed in the technical specifications. These guarantee shall supplement the general performance guarantee provisions covered under general terms & conditions of contract in clause entitled "Guarantee".

3.67.2 Liquidated damages for not meeting performance guarantee during the performance and guarantee tests shall be assessed and recovered from the contractor, as detailed in the technical specifications. Such liquidated damages shall be without any limitation whatsoever and shall be in addition to damages, if any payable under any other clauses of conditions of contract.

3.68 ENGINEERING DATA

3.68.1 The furnishing of engineering data by the contractor shall be in accordance with the schedule for each set of equipment as specified in the technical specifications. The review of these data by the engineer in charge will cover only general conformance of the data to the specifications and documents, interfaces with the equipment provided under the specifications, external connections and of the dimensions which might affect plant layout. This

review by the engineer in charge may not indicate a thorough review of all dimensions, quantities and details of the equipment, materials, any devices or items indicated or the accuracy of the information submitted. This review and/or approval by the engineer in charge shall not be construed by the contractor, as limiting any of his responsibilities and liabilities for mistakes and deviations from the requirements, specified under these specifications and documents.

3.68.2 All engineering data submitted by the contractor after final process including review and approval by the engineer in charge shall form part of the contract documents and the entire works covered under these specifications shall be performed in strict conformity, unless otherwise expressly requested by the engineer in charge in writing.

3.69 DRAWING

3.69.1 All drawings submitted by the contractor including those submitted at the time of bid shall be sufficiently detailed to indicate the type, size, arrangement, weight of each component, break-up for packing and shipment, the external-connections, fixing arrangements required, the dimensions required for installation and inter-connections with other equipment and materials, clearances and spaces required between various portions of equipment and any other information specifically requested in the specifications.

3.69.2 Each drawing submitted by the contractor shall be clearly marked with the name of the owner, the unit designation, the specifications title, the specification number and the name of the project. If standard catalogue pages are submitted the applicable items shall be indicated therein. All titles, notings, markings and writings on the drawings shall be in English. All the dimensions should be in metric units.

3.69.3 The Contractor shall make his drawings in AutoCAD/compatibleformat and shall supply the drawings in CDs along with hardcopies.

3.69.4 Copies of drawings returned to the contractor will be in the form of a print with the owner's marking or print made from CDs for computer based drawings.

3.69.5 The drawings submitted by the contractor shall be reviewed by the engineer in charge as far as practicable within four (4) weeks and shall be modified by the contractor if any modifications and/or corrections are required by the engineer in charge. The contractor shall incorporate such modifications and/or corrections and submit the final drawings for approval. Any delay

arising out of failure by the contractor to rectify the drawings in good time shall not alter the contract completion date.

3.69.6 Approval by the Nodal Officer/Engineer-In-Charge or his Nominee the contractor shall submit specifications and drawings showing the proposed Temporary Works to the Nodal Officer/Engineer-In-Charge or his nominee, who is to approve them if they comply with the specification and drawings. The contractor shall be responsible for design of Temporary Works.

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

3.69.7 The drawings sent for approval to the engineer in charge shall be in quintuplicate. One print of such drawings will be returned to the contractor by the engineer in charge marked approved/ approved with corrections. The contractor shall thereupon furnish the owner with nine prints and one reproducible original of the drawings after incorporating all corrections.

3.69.8 Further work by the contractor shall be in strict accordance with these drawings and no deviation shall be permitted without the written approval of the engineer in charge, if so required.

3.69.9 All manufacturing and fabrication work in connection with the equipment prior to the approval of the drawings shall be at the contractor's risk. The contractor may make any changes in the design which are necessary to make the equipment conform, to the provisions and intent of the contract and such changes will again be subject to approval by the engineer in charge. Approval of contractor's drawings or work by the engineer in charge shall not relieve the contractor of any of his responsibilities and liabilities under the contract.

Drawings shall include all installation and detailed piping drawings wherever applicable. All pipings 100 mm and larger shall be routed in detail and smaller pipe shall be shown schematically or by isometric drawings. All drawings shall be fully corrected to agree with actual as built construction.

3.70 OPERATING AND MAINTENANCE MANUAL:

3.70.1 If "as built" drawings and/or operating and maintenance manuals are required the contracts shall supply them by the dates stated in the contract data.

If the contractor does not supply the drawings and/or manuals by the dates stated in the contract data, or they do not receive the Nodal Officer or his nominee's approval, the Nodal Officer or his nominee shall withhold the amount stated in the contract data from payments due to the contractor.

3.71 INSTRUCTION MANUALS

3.71.1 The contractor shall submit to the engineer in charge, preliminary instruction manuals for all the equipment, covered under the contract within the time agreed upon between the owner & the contractor. The final instruction manuals complete in all respects shall be submitted by the contractor thirty (30) days before the first shipment of the equipment. The instruction manuals shall contain full details and drawings of all the equipment furnished, the erection procedures, testing procedures, operation and maintenance procedures of the equipment. These instruction manuals shall be submitted in the form of one (1) reproducible original and three (03) copies.

3.71.2 If after the commissioning and initial operation of the plant, the instruction manuals require any modifications/ additions/changes, the same shall be incorporated and the updated final instruction manuals in the form of one (1) reproducible original and three (03) copies shall be submitted by the contractor to the owner.

3.71.3 The contractor shall furnish to the owner, three (03) sets of spare parts catalogue.

3.71.4 In addition, the contractor shall supply two sets of all the documents, specifications, operation and maintenance manuals (in hard copies also) and as built drawings in CDs to BCCL. The documents supplied shall be in easily readable, search & printable format.

3.72 FIRST FILL OF CONSUMABLE, OILS AND LUBRICANTS

3.72.1 All the first fill of consumable such as oils, lubricants and essential chemicals etc., which will be required to put the equipment covered under the scope of the specifications, into successful trial operation, shall be furnished by the contractor unless specifically excluded under the exclusions in the specifications and other documents.

3.73 MANUFACTURING SCHEDULE

3.73.1 The contractor shall submit to the engineer in charge his manufacture and delivery schedules for all equipment within thirty (30) days from the date of the letter of acceptance of tender. Such schedules shall be in line with the detailed network for all phases of the work of the contractor. Such schedules shall be reviewed, up-dated and submitted to the engineer in charge, once every two (2) months thereafter, by the contractor. Schedule shall also include the materials and equipment purchased from outside suppliers.

3.74 REFERENCE STANDARDS

3.74.1 The codes and/or standards referred to in these specifications shall govern, in all cases wherever such references are made. In case of a conflict between such codes and/or standards and the specifications, the latter shall govern. Such codes and/or standards referred to shall mean the latest revisions, amendments/changes adopted and published by the relevant agencies. In case of any further conflict in this matter, the same shall be referred to the engineer in charge whose decision shall be final and binding.

3.74.2 Other internationally acceptable standards which ensure equal or higher performance than those specified shall also be accepted.

3.74.3 DESIGN IMPROVEMENT

The engineer in charge or contractor may propose changes in the specification of the equipment of quality thereof and if the parties agree upon any such changes the specification shall be modified accordingly.

If any such agreed upon change is such that it affects the price and schedule of completion, the parties shall agree in writing as to the extent of any change in the price and/or schedule of completion before the contractor proceeds with the change. Following such agreement the provision thereof, shall be deemed to have been amended accordingly.

3.75 QUALITY ASSURANCE

3.75.1 Quality Assurance Programme

To ensure that the equipment and services under the scope of this contract whether manufactured or performed within the contractor's works or at his sub-contractor's premises or at the owner's site or at any other place of work are in accordance with the specifications, the contractor shall adopt suitable quality assurance programme to control such activities at all points necessary. Such programme shall be outlined by the contractor and shall be finally accepted by the engineer in charge after discussions before the issue of letter of acceptance of tender. A quality assurance programme of the contractor shall generally cover the following:

a. his organization structure for the management and implementation of the proposed quality assurance programme:
b. documentation control system:
c. qualification data for bidder's key personnel:
d. the procedure for purchase of materials, parts components and selection of sub-contractor's services including vendor analysis, source inspection, incoming raw-material inspection, verification of materials purchased etc.:
e. system for shop manufacturing and site erection control including process control and fabrication and assembly controls:
f. control of non-conforming items and system for corrective actions:

g. inspection and test procedure both for manufacture and field activities:
h. control of calibration and testing of measuring and testing equipment:
i. system for indication and appraisal of inspection status:
j. system for quality audits:
k. system for authorizing release of manufactured product to the owner:
l. system for maintenance of records:
m. system for handling storage and delivery: and
n. A quality plan detailing out the specific quality control procedure adopted for controlling the quality characteristics relevant to each item of equipment furnished and each work at different stages executed at work site.

3.75.2 Quality Assurance Documents

The contractor shall be required to submit the following Quality Assurance Documents within three weeks after dispatch of the equipment:

a. All non-destructive examination procedures including stress relief and weld repair procedures actually used during fabrication.
b. Welder and welding operator qualification certificates.
c. Welder identification list, listing welders and welding operator's qualification procedure and welding identification symbols.
d. Material mill test reports on components as specified by the specification.
e. The inspection plan with verification, inspection plan check points, verification sketches, if used, and methods used to verify that the inspection and testing points in the inspection plan were performed satisfactorily.
f. Sketches and drawings used for indicating the method of traceability of the radiographs to the location on the equipment.
g. All non-destructive examination result reports including radiography interpretation reports.
h. Stress relief time temperature charts.
i. Factory test results for testing required as per applicable codes and standards referred in the specifications.
j. Theengineer in charge or his duly authorized representative reserves the right to carry out quality audit and quality surveillance of the systems and procedures of the contractor/his vendor's quality management and control activities.

3.76 ENGINEER IN CHARGE'S SUPERVISION

3.76.1 To eliminate delays and avoid disputes and litigation it is agreed between the parties to the contract that all matters and questions shall be referred to the engineer in charge and his decision shall be final.

3.76.2 The work shall be performed under the direction and supervision of the engineer in charge. The scope of the duties of the engineer in charge, pursuant to the contract, will include but not be limited to the following:

a) Interpretation of all the terms and conditions of these documents and specifications.
b) Review and interpretation of all the contractor's drawings, engineering data etc.
c) Witness or authorize his representative to witness tests and trials either at the manufacturer's works or at site, or at any place where work is performed under the contract.
d) Inspect, accept or reject any equipment, material and work under the contract.
e) Issue certificate of acceptance and/or progressive payment and final payment certificates.
f) Review and suggest modifications and improvements in completion schedules from time to time.
g) Supervise the quality assurance programme implementation at all stages of the works.
h) to receive and endorse the dispatch documents enabling the contractor to clear the consignments.

3.77 INSPECTION, TESTING AND INSPECTION CERTIFICATE

3.77.1 The engineer in charge, his duly authorized representative and/or outside inspection agency acting on behalf of the owner shall have at all reasonable times access to the contractor's premises or works and shall have the power at all reasonable times to inspect and examine the materials and workmanship of the works during its manufacture or erection and if part of the works is being manufactured or assembled at other premises or works, the contractor shall obtain for the engineer in charge and for his duly authorized representative permission to inspect as if the works were manufactured or assembled on the contractor's own premises or works.

3.77.2 The contractor shall give the Engineer in charge/Inspector fifteen (15) days written notice of any material being ready for testing. Such tests shall be to the contractor's account except for the expenses of the Inspector. The Engineer in charge/Inspector, unless witnessing of the tests is virtually waived, will attend such tests within fifteen (15) days of the date on which the equipment is notified as being ready for test/inspection, failing which the contractor may proceed with the test which shall be deemed to have been made in the Inspector's presence and he shall forthwith forward to the Inspector duly certified copies of tests in triplicate.

3.77.3 The Engineer in charge or Inspector shall within fifteen (15) days from the date of inspection as defined herein give notice in writing to the contractor, of any objection to any drawings and all or any equipment and workmanship which in his opinion is not in accordance with the contract. The contractor shall give due consideration to such objections and shall either make the modifications that may be necessary to meet the said objections or shall confirm in writing to the Engineer in charge/Inspector giving reasons therein, that no modifications are necessary to comply with the contract.

3.77.4 When the factory tests have been completed at the contractor's or sub-contractor's works, the Engineer in charge/Inspector shall issue a certificate to this effect within fifteen (15) days after completion of tests but if the tests are not witnessed by the Engineer in charge/Inspector, the certificate shall be issued within fifteen (15) days of the receipt of the contractor's test certificate by the Engineer/Inspector. Failure of the Engineer/Inspector to issue such a certificate shall not prevent the contractor from proceeding with the works. The completion of these tests or the issue of the certificate shall not bind the owner to accept the equipment should it, on further tests after erection, be found not to comply with the contract.

3.77.5 In all cases where the contract provides for tests whether at the premises or works of the contractor or of any sub-contractor, the contractor, except where otherwise specified, shall provide free of charge such items as labour, materials, electricity, fuel, water, stores, apparatus and instruments as may be reasonably demanded by the Engineer/Inspector or his authorized representative to carry out effectively such tests of the equipment in accordance with the contract and shall given facilities to the Engineer/Inspector or to his authorized representative to accomplish testing.

3.77.6 The inspection by Engineer and issue of Inspection Certificate thereon shall in no way limit the liabilities and responsibilities of the contractor in respect of the agreed quality assurance programme forming a part of the contract.

3.78 TEST

3.78.1 Start up

On completion of erection of the equipment and before start-up, each item of the equipment shall be thoroughly cleaned and then inspected jointly by the Engineer and the contractor for correctness and completeness of installation and acceptability of start-up, leading to initial pre-commissioning tests at site. The list of pre-commissioning tests to be performed shall be as mutually agreed and included in the contractor's quality assurance programme.

The contractor's commissioning/start-up engineers specifically identified as far as possible shall be responsible for carrying out all the pre-

commissioning tests. On completion of inspection, checking and after the pre-commissioning tests are satisfactorily over, the complete equipment shall be placed on initial operation during which period the complete equipment shall be operated integral with sub-systems and supporting equipment as a complete plant referred hereinafter as plant.

3.78.2 Trial Operation

The plant shall then be on trial operation during which period all necessary adjustments shall be made while operating over the full load-range enabling the plant to be made ready for performance and guarantee tests.

The duration of trial operation of the complete equipment shall be fourteen (14) days out of which at least seventy two (72) hours shall be continuous operation on full load or any other duration as may be agreed to, between the engineer and the contractor. The trial operation shall be considered successful, provided that each item of the equipment can operate continuously at the specified operating characteristics, for the period of trial operation.

For the period of trial operation, the time of operation with any load shall be counted. Minor interruptions not exceeding four (4) hours at a time, caused during the continuous operation shall not affect the total duration of trial operation. However, if in the opinion of the engineer, the interruption is long, the trial operation shall be prolonged for the period of interruption.

A trial operation report comprising of observations and recordings of various parameters to be measured in respect of the above trial operation shall be prepared by the contractor. This report, besides recording the details of the various observations during trial run, shall also include the dates of start and finish of the trial operations and shall be signed by the representatives of both the parties. The report shall have sheets, recording all the details of interruptions occurred, adjustments made and any minor repairs done during the trial operation. Based on the observations, necessary modifications/ repairs to the plant shall be carried out by the contractor to the full satisfaction of the engineer to enable the later to accord permission to carry out performance and guarantee tests on the plant. However, minor defects which do not endanger the safe operation of the equipment, shall not be considered as reasons for withholding the aforesaid permission.

3.78.3 Performance and guarantee test

The final test as to the performance and guarantees shall be conducted at site, by the owner. Such tests will be commenced within a period of two (2) months after successful completion of trial operations. Any extension of time beyond the above two (2) months shall be mutually agreed upon.

These tests shall be binding on both the parties of the contract to determine compliance of the equipment with the performance guarantees.

The available instrumentation and control equipment will be used during such tests and the engineer will calibrate, all such measuring equipments and devices as far as practicable. However, non-measurable parameters shall be taken into account in a reasonable manner by the engineer, for the equipment of these tests. The tests will be conducted at the specified load points and as near the specified cycle condition as practicable. The engineer will apply proper corrections in calculation, to take into account conditions which do not correspond to the specified conditions.

Any special equipment, tools and tackles required for the successful completion of the performance and guarantee tests shall be provided by the contractor, free of cost.

The guaranteed performance figures of the equipment shall be proved by the contractor during these performance and guarantee tests. Should the results of these tests show any decrease from the guaranteed values, the contractor shall modify the equipment as required to enable it to meet the guarantees. In such case, performance and guarantee tests shall be repeated within one month, from the date the equipment is ready for re-tests and all cost for modifications including labour, materials and the cost of additional testing to prove that the equipment meets the guarantees, shall be borne by the contractor. Duration of performance guarantee tests will be of one month , of which 6 (six) days continuous on load operation is the minimum requirement and in case it fails , the process of performance guarantee tests will be repeated.

The specific tests to be conducted on equipment has been brought out in the technical specifications.

Performance and guarantee test shall make allowance for instrumentation errors as may be decided by the engineer-in-charge.

3.79 TEST CODES

3.79.1 The provisions outlined in the ASME performance test codes or other international and Indian approved equivalents shall generally be used as a guide for all the above test procedures unless otherwise specified in the technical specifications.

3.80 PACKING

3.80.1 All the equipment shall be suitably protected, coated, covered or boxed and crated to prevent damage or deterioration during transit, handling and storage at site till the time of erection. While packing all the materials, the

limitation from the point of view of availability of railway wagon sizes in India should be taken into account. The contractor shall be responsible for any loss or damage during transportation, handling and storage due to improper packing.

3.81 PROTECTION

3.81.1 All coated surfaces shall be protected against abrasions, impact, discoloration and any other damages. All exposed threaded portions shall be suitably protected with either a metallic or a non-metallic protecting device. All ends of all valves and pipings and conduit equipment connections shall be properly sealed with suitable devices to protect them from damage. The parts which are likely to get rusted, due to exposure to weather, should also be properly treated and protected in a suitable manner.

3.82 PRESERVATIVE SHOP COATING

3.82.1 All exposed metallic surfaces subject to corrosion shall be protected by shop application of suitable coatings. All surfaces which will not be easily accessible after the shop assembly, shall beforehand be treated and protected for the life of the equipment. All surfaces shall be thoroughly cleaned of all mill scale, oxide and other coatings and prepared in the shop. The surfaces that are to be finish painted after installation or require corrosion protection until installation, shall be shop painted with at least two coats of primer. Transformers and other electrical equipment, if included shall be shop finished with one or more coats of primer and two coats of high grade resistance enamel. The finished colours shall be as per manufacturer's standards, to be selected and specified by the engineering at a later date.

3.82.2 Shop primer for all steel surfaces which will be exposed to operating temperature below 95°C shall be selected by the contractor, after obtaining specific approval of the engineer regarding the quality of primer proposed to be applied. Special high temperature primer shall be used on surfaces exposed to temperatures higher than 95°C and such primers shall also be subject to the approval of the engineer.

3.82.3 All other steel surfaces which are not to be painted shall be coated with suitable dust preventive compound subject to the approval of the engineer.

3.83 PROTECTIVE GUARDS

3.83.1 Suitable guards shall be provided for protection of personnel on all exposed rotating and/or moving machine parts. All such guards with necessary spares and accessories shall be designed for easy installation and removal for maintenance purposes.

3.84 DESIGN CO-ORDINATION

3.84.1 The contractor shall be responsible for the selection and design of appropriate equipment to provide the best coordinated performance of the entire system. The basic design requirements are detailed out in Technical Specifications. The design of various components, sub-assemblies and assemblies shall be so done, so that it facilitates easy field assembly and maintenance. All the rotating components shall be so selected that the natural frequency of the complete unit is not critical at or close to the operating range of the unit.

3.85 DESIGN CO-ORDINATION MEETING

3.85.1 The contractor will be called upon to attend design co-ordination meetings with the engineer, other contractors and the consultants of the owner during the period of contract. The contractor shall attend such meetings at his own cost at the office of the Director (Tech/P&P) BCCL, KoylaBhawan, Dhanbad-826005, Jharkhand, India or at mutually agreed venue as and when required and fully co-operate with such persons and agencies involved during those discussions.

3.86 TOOLS AND TACKLES

3.86.1 The contractor shall supply with the equipments, one complete set of all special tools and tackles for the erection, assembly, dis-assembly and maintenance of the equipment. However, these tools and tackles shall be separately packed and brought on to site.

3.87 NOISE LEVEL

3.87.1 The equivalent 'A' weighted sound level measured at a distance of 1.5 metres above floor level in elevation and one metre horizontally from the base of any equipment furnished and installed under these specifications, expressed in decibels to a reference of 0.0002 microbar, shall not exceed 85 dBA.

3.88 TAKING OVER

3.88.1 Upon successful completion of all the tests to be performed at site on equipment furnished and erected by the contractor, the engineer shall issue to the contractor a taking over certificate as a proof of the final acceptance of the equipment. Such certificate shall not unreasonably be withheld nor will the engineer delay the issuance thereof, on account of minor omissions or defects which do not affect the commercial operation and/or cause any serious risk to the equipment. Such certificate shall not relieve the contractor of any of his obligations which otherwise survive, by the terms and conditions of the contract after issuance of such certificate.

3.89 INDIAN STANDARDS

3.89.1 Normally Indian Standards as published by BUREAU OF INDIAN STANDARDS shall be followed. Wherever relevant Indian Standard is not published by the BIS, International Standards or American Standard or German Standard or British Standard, as decided by the Engineer in consultations with the Consultants employed by the Owner, shall be followed.

3.90 WELDING

3.90.1 If the manufacturer has special requirements relating to the welding procedures for welds at the terminals of the equipment to be procured by the owner under separate specifications, the requirements shall be submitted to the engineer in advance of commencement of erection work.

3.91 LUBRICATION

3.91.1 Equipments shall be lubricated by systems designed for continuous operation. Lubricant level indicators shall be furnished and marked to indicate proper levels under both stand-still and operating conditions.

3.92 EQUIPMENT BASES

3.92.1 A cast iron or welded steel base plate shall be provided for all rotating equipment which is to be installed on a concrete/structural steel base unless otherwise agreed to by the engineer. Each base plate shall support the unit and its drive assembly, shall be of a neat design with pads for anchoring the units, shall have a raised lip all around, and shall have threaded drain connections.

3.93 RATING PLATES, NAME PLATES AND LABELS

3.93.1 Each main and auxiliary items of plant is to have permanently attached to it in a conspicuous position a rating plate of non-corrosive material upon which is to be engraved the manufacturer's name, equipment, type or serial number, together with details of the loading conditions under which the item of plant in question have been designed to operate, and such diagram plates as may be required by the engineer.

3.93.2 Each item of plant is to be provided with a nameplate or label designating the service of the particular equipment. The inscriptions are to be approved by the engineer or shall be as detailed in the appropriate sections of the technical specifications.

3.93.3 Such nameplates or labels are to be of white non-hygroscopic material with engraved black lettering or, alternatively, in the case of indoor circuit breakers, starters etc. of transparent plastic material with suitably coloured lettering engraved on the back.

3.93.4 Items of plant such as valves, which are subject to handling, are to be provided with an engraved chromium plated nameplate or label with engraving filled with enamel.

3.93.5 All such name plates, instruction plates, lubrication charts etc. shall be bilingual with Hindi inscription first, followed by English. Alternatively two separate plates one with Hindi and the other with English inscriptions may be provided.

3.94 COLOUR CODE FOR PIPE SERVICES

3.94.1 All pipe services wherever applicable are to be painted in accordance with the owner's standard color scheme, by the contractor.

3.95 RESPONSIBILITY OF THE OWNER

3.95.1 The following services shall be provided by the owner:

a) Water/ drinking water at one suitable location, on mutually agreed terms.
b) Auxiliary power at one suitable location, on mutually agreed terms.
c) All safety equipment will be provided, on mutually agreed terms.
d) Land free of any obstruction such as abandoned structures, overhead electrical lines, debris/ dump materials, hillocks etc. with approach road. Land for Power generation Centre, laying out of gas pipelines for delivery at electricity generation centre will be provided free from all hindrances.
e) BCCL shall obtain all statutory & regulatory clearances including Environmental Clearances on the basis of technology of the Lowest Bidder/Contractor. This process of obtaining various clearances may require one year time from the date of identification of Lowest Bidder. Delivery of equipment, installation and commissioning will be done by the Contractor within this mobilization period of 12 months. Moreover, Bidder shall have to assist BCCL in all these activities.
f) BCCL shall provide local medical facility on chargeable basis as per the prevailing standard norms of BCCL for personnel of non-entitled class.
g) BCCL shall provide suitable accommodation on chargeable basis, if available, for use by Contractor. However, BCCL shall provide sufficient land for construction (at the cost of Contractor) of temporary accommodations for Contractor's personnel.F
h) BCCL will provide only minimum statutory manpower as possible as per mutually agreed terms.

3.96 RESPONSIBILITY OF THE CONTRACTOR

3.96.1 The brief details of safeguards to be ensured by the Contractor are given here under:

i. All other obligations for successful execution of work as per the scope of work shall be the responsibility of the contractor.

ii. The contractor shall implement a safety management system in accordance with the applicable laws and ensure that the best global industry safety standards are adopted in the mine.

iii. The successful bidder must guarantee that the equipment provided and installed by him shall be new, not refurbished, free from all defects in design, material and workmanship.

iv. Freedom of selection of efficient & cost effective state-of-the-art technology lies with the Contractor which must be proven technology being used elsewhere in the world.

v. Selection of efficient, cost effective & state-of-the-art technology shall be judiciously considered to fetch higher recovery of gas considering the features of Indian Coal characteristics.

vi. Contractor shall obtain statutory & regulatory permission by Indian authority for proposed equipment to be supplied. Moreover, BCCL shall facilitate/assist the Contractor in obtaining necessary permission in this regard.

vii. Contractor will ensure adherence to time schedule, safety, statutes and regulations etc.

viii. The contractor shall make all necessary arrangement for underground and surface illumination for this installation.

ix. In addition to the facilities agreed upon to be provided by the owner vide clause no. 3.95.1, the contractor shall make all additional arrangement as per scope of work.

x. The attendance of Contractor workers should be by Bio-Metric means.

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SUB-SECTION – 3.4

ERECTION CONDITIONS OF CONTRACT

SUB–SECTION – 3.4

ERECTION CONDITIONS OF CONTRACT

3.97 GENERAL

3.97.1 The following shall supplement the conditions already contained in the other parts of these specifications and documents and shall govern that portion of the work of this contract to be performed at site.

3.97.2 The contractor upon signing of the contract shall, in addition to a project coordinator, nominate another responsible officer as his representative at site suitably designated for the purpose of overall responsibility and co-ordination of the works to be performed at site. Such person shall function from the site office of the contractor during the pendency of contract.

3.98 REGULATION OF LOCAL AUTHORITIES AND STATUTES

3.98.1 The contractor shall comply with all the rules and regulations of local authorities during the performance of his field activities. He shall also comply with the minimum wages act, 1948 and the payment of wages act (both of the Government of India and the local State Government) and the rules made there under in respect of any employee or workman employed or engaged by him or his sub-contractor. The contractor shall make all necessary payments of the Provident Fund (CMPF /EPF)for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and Allied Schemes and CMPF and Miscellaneous Provisions Act 1948 or Employees Provident Fund(CMPF /EPF)and MiscellaneousProvisions Act 1952 as the case may be.

3.98.2 All registration and statutory inspection fees, if any, in respect of his work pursuant to this contract shall be to the account of the contractor. However, any registration, statutory inspection fees lawfully payable under the provisions of the rules and regulations of the Government and any other statutory laws and its amendments from time to time during erection in respect of the plant equipment ultimately to be owned by the owner, shall be to the account of the owner. Should any such inspection or registration need to be arranged due to the fault of the contractor or his sub-contractor, the additional fees for such inspection and/or registration shall be borne by the contractor.

3.99 OWNER'S LIEN ON EQUIPMENT

3.99.1 The owner shall have lien on all equipment including those of the contractor brought to the site for the purpose of erection, testing and commissioning of the plant. The owner shall continue to hold the lien on all such equipment throughout the period of contract. No material brought to the site shall be removed from the site by the contractor and/or his sub-contractors without the prior written approval of the engineer.

3.100 INSPECTION, TESTING AND INSPECTION CERTIFICATES

3.100.1 The provisions of the clause entitled inspection testing and inspection certificates under section GTC shall also be applicable to the erection portion of the works. The engineer shall have the right to re-inspect any equipment though previously inspected and approved by him, at the contractor's works, before and after the same are constructed and/or erected at site. If by the above inspection, the engineer rejects any work or equipment, the contractor shall make good for such rejection either by replacement or modifications/repairs as may be necessary, to the satisfaction of the engineer. Such replacement will also include the replacement or re-execution of such of those works of other contractors and/or agencies, which might have got damaged or affected by the replacements or re-work done to the contractor's work.

3.101 ACCESS TO SITE AND WORKS ON SITE

3.101.1 Suitable access to and possession of the site shall be accorded to the contractor by the owner in reasonable time.

3.101.2 The owner shall have the necessary foundations to be provided by him ready, as per the agreed schedule for the execution of the individual phases of works.

3.101.3 The works so far as it is carried out on the owner's premises, shall be carried out at such time as the owner may approve and the owner shall give the contractor reasonable facilities for carrying out the works.

3.101.4 In the execution of the works, no persons other than the contractor or his duly appointed representative, sub-contractor and workmen, shall be allowed to do work on the site, except by the special permission, in writing of the engineer or his representative.

3.102 CONTRACTOR'S SITE OFFICE ESTABLISHMENT

3.102.1 The contractor shall establish a site office at the site and keep posted an authorized representative for the purpose of the contract. Any written order or instruction of the engineer or his duly authorized representative, shall be communicated to the said authorized resident representing the contractor and the same shall be deemed to have been communicated to the contractor at his legal address.

3.103 CO-OPERATION WITH OTHER CONTRACTORS

3.103.1 The contractor shall co-operate with all other contractors or tradesmen of the owner, who may be performing other works on behalf of the owner and the workmen who may be employed by the owner and doing work in the vicinity of the works under the contract. The contractor shall also so arrange to perform his work as to minimize, to the maximum extent possible, interference with the work of other contractors and his workmen.

Any injury or damage that may be sustained in the employees of the other contractors and the owner, due to the contractor's work shall promptly be made good at his own expense. The engineer shall determine the resolution of any difference or conflict that may arise between the contractor and other contractors or between the contractor and the workmen of the owner in regard to their work. If the works of the contractor is delayed because of any acts or omissions of another contractor, the contractor shall have no claim against the owner on that account other than an extension of time for completing his works.

3.103.2 The engineer shall be notified promptly by the contractor of any defects in the other contractor's works that could affect the contractor's works. The engineer shall determine the corrective measures if any, required to rectify this situation after inspection of the works and such decisions by the engineer shall be binding on the contractor.

3.104 DISCIPLINE OF WORKMEN

3.104.1 The contractor shall adhere to the disciplinary procedure set by the engineer in respect of his employees and workmen at site. The engineer shall be at liberty to object to the presence of any representative or employees of the contractor at the site, if in the opinion of the engineer such employee has mis-conducted himself or be incompetent or negligent or otherwise undesirable and then the contractor shall remove such a person objected to and provide in his place a competent replacement.

3.105 CONTRACTOR'S FIELD OPERATION

3.105.1 The contractor shall keep the engineer informed in advance regarding his field activity plans and schedules for carrying out each part of the works. Any review of such plan or schedule or method of work by the engineer shall not relieve the contractor of any of his responsibilities towards the field activities. Such reviews shall also not be considered as an assumption of any risk or liability by the engineer or the owner or any of his representatives and no claim of the contractor will be entertained because of the failure or inefficiency of any such plan or schedule or method of work reviewed. The contractor shall be solely responsible for the safety, adequacy and efficiency of plant and equipment and his erection methods.

3.105.2 The contractor shall have complete responsibility for the conditions of the work site including the safety of all persons employed by him or his sub-contractor and all the properties under his custody during the performance of the work. This requirement shall apply continuously till the completion of the contractor and shall not be limited to normal working hours. The construction review by the engineer is not intended to include review of contractor's safety measures in, on or near the work-site, and their adequacy or otherwise.

3.106 PHOTOGRAPHS AND PROGRESS REPORT

3.106.1 The contractor shall furnish three (3) prints each to the engineer of progress photographs of the work done at site. Photographs shall be taken as and when indicated by the engineer or his representative. Photographs shall be adequate in size and number to indicate various stages of erection. Each photograph shall contain the date, the name of the contractor and the title of the photograph.

3.106.2 The above photographs shall accompany the monthly progress report detailing out the progress achieved on all erection activities as compared to the schedules. The report shall also indicate the reasons for the variance between the scheduled and actual progress and the action proposed for corrective measures wherever necessary.

3.107 MAN-POWER REPORT

3.107.1 The contractor shall submit to the engineer, on the first day of every month, a man hour schedule for the month, detailing the man hours scheduled for the month, skill wise and area-wise.

3.107.2 The contractor shall also submit to the engineer on the first day of every month, a man power report of the previous months detailing the number of persons scheduled to have been employed and actually employed, skill-wise and areas of employment of such labour.

3.108 PROTECTION WORK

3.108.1 The contractor shall have total responsibility for protecting his works till it is finally taken over by the engineer. No claim will be entertained by the owner or the engineer for any damage or loss to the contractor's works and the contractor shall be responsible for the complete restoration of the damaged works to its original condition to comply with the specifications and drawings. Should any such damage to the contractor's works occur because of other party not under his supervision or control, the contractor shall make his claim directly with the party concerned. If dis-agreement or conflict or dispute develops between the contractor and the other party or parties concerned regarding the responsibility for damage to the contractor's works the same shall be resolved as per the provisions of the clause 3.103 above entitled **"Co-operation with other contractors"**. The contractor shall not cause any delay in the repair of such damaged works because of any delay in the resolution of such disputes. The contractor shall proceed to repair the work immediately and the cause thereof will be assigned pending resolution of such dispute.

3.109 EMPLOYMENT OF LABOUR

3.109.1 The contractor will be expected to employ on the work only his regular skilled employees with experience of his particular work. No female labour

shall be employed after darkness .No persons below the age of eighteen years shall be employed.

3.109.2 All traveling expenses including provisions of all necessary transport to and from site, lodging allowances and other payments to the contractor's employees shall be the sole responsibility of the contractor.

3.109.3 The hour of work on the site shall be decided by the owner and the contractor shall adhere to it. Working hours will normally be eight (8) hours per day- Monday through Saturday.

3.109.4 Contractor's employees shall wear identification badges while on work, on site.

3.109.5 In case the owner becomes liable to pay any wages or dues to the labour or to any Government agency under any of the provisions of the Minimum Wages Act, Workmen compensation Act, Contract Labour Regulation Abolition Act, CMPF Act or any other law due to act of omission of the contractor, the owner may make such payments and shall recover the same from the contractor's bills.

3.110 FACILITIES TO BE PROVIDED BY THE OWNER

3.110.1 SPACE

The contractor shall advise the owner within thirty (30) days from the date of acceptance of the letter of award, about his exact requirement of space for his office, mess-rooms storage area, pre-assembly and fabrication areas, labour colony area, toilets, etc. The above requirement shall be reviewed by the engineer and space will be allotted to the contractor for construction of his temporary structures like office, storage sheds, labour and staff colony and other utilities etc. for his own as well as his sub-contractor's use.

3.110.2 ELECTRICITY

The contractor shall submit to the engineer within thirty (30) days from the date of acceptance of the award letter, his electrical power requirements, if any, to allow BCCL to plan for providing power temporarily. The contractor shall be provided with supply of electricity for the purposes of the contract, only at one point in the project site. The contractor shall make his own further distribution arrangement. All temporary wiring must comply with local regulations and will be subject to engineer's inspection and approval before connection to supply. Power supply for labour colonies shall also be provided at one point. The contractor shall not be charged for the power supplied at work site.However contractor shall be charged for power supplied to labour colonies at prevalent rate of power supplied by State Electricity Board. The electricity shall be supplied at one point at 415 V.

3.110.3 WATER

Supply of water will be made available for the construction purposes on mutual agreed terms.

3.110.4 VENTILATION

Minimum amount of the ventilation air for dilution of mine air will be provided by BCCL at the rate of 1800 m^3/min. If the services as mentioned in the successful bidders scope of services gets hampered in the event of non-supply of minimum amount of ventilation air by BCCL, the liability lies with the BCCL and no penalty will be applicable to successful bidder in such cases.

3.111 FACILITIES TO BE PROVIDED BY THE CONTRACTOR

3.111.1 Tools, tackles and scaffoldings

The contractor shall provide all the construction equipment, tools, tackles and scaffoldings required for pre-assembly, erection, testing and commissioning of the equipment covered under the contract. He shall submit a list of all such materials to the engineer before the commencement of pre-assembly at site. These tools and tackles shall not be removed from the site without the written permission of the engineer.

3.111.2 Communication

The owner will extend the telephone, telex& internet facilities, if available at site, for purposes of contract. The contractor shall be charged at actuals for such facilities.

3.111.3 First – Aid

The contractor shall provide necessary first-aid facilities for all his employees, representatives and workmen working at the site. Enough number of contractor's personnel shall be trained in administering first-aid.

The owner will provide the contractor, in case of an emergency, the services of an ambulance for transportation to the nearest hospital.

3.111.4 Cleanliness

The contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc. during the period of contract. The contractor shall employ enough number of special personnel to thoroughly clean his work area at least once in a day. All such rubbish and scrap material shall be stacked or disposed in a place to be identified by the engineer. Materials and stores shall be so arranged to permit easy cleaning of the area in areas where equipment might drip oil and cause damage to the floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.

Similarly the labour colony, the offices and the residential areas of the contractor's employees and workmen shall be kept clean and neat to the

entire satisfaction of the engineer. Proper sanitary arrangement shall be provided by the contractor, in the work areas, office and residential areas of the contractor.

3.112 LINES AND GRADES

3.112.1 All the works shall be performed to the lines, grades and elevations indicated on the drawings. The contractor shall be responsible to locate and layout the works. Basic horizontal and vertical control points will be established and marked by the engineer at site at suitable points. These points shall be used as datum for the works under the contract. The contractor shall inform the engineer well in advance of the times and places at which he wishes to do work in the area allotted to him, so that suitable datum points may be established and checked by the engineer to enable the contractor to proceed with his works. Any work done without being properly located may be removed and/or dismantled by the engineer at contractor's expense.

3.113 FIRE PROTECTION

3.113.1 The work procedures that are to be used during the erection shall be those which minimise fire hazards to the extent practicable. Combustible materials, combustible waste and rubbish shall be collected and removed from the site at least once each day. Fuels, oils and volatile or flammable materials shall be stored away from the construction and equipment and materials storage areas in safe containers. Untreated canvas paper, plastic or other flammable flexible materials shall not at all be used at site for any other purpose unless otherwise specified. If any such materials are received with the equipment at the site, the same shall be removed and replaced with acceptable material before moving into the construction area or storage.

3.113.2 Similarly corrugated paper fabricated cartons etc. will not be permitted in the construction area either for storage or for handling of materials. All such materials used shall be water proof and flame resistant type. All the other materials such as working drawings, plants, etc. which are combustible but are essential for the works to be executed shall be protected against combustion resulting from welding sparks, cutting flames and other similar fire sources.

3.113.3 All the contractor's supervisory personnel and sufficient number of workers shall be trained for fire-fighting and shall be assigned specific fire protection duties. Enough of such trained personnel must be available at the site during the entire period of the contract.

3.113.4 The contractor shall provide enough fire protection equipment of the types and number for the ware-houses, office, temporary structures, labour

colony area, etc. Access to such fire protection equipment, shall be easy and kept open at all times.

3.114 SECURITY

3.114.1 The contractor shall have total responsibility for all equipment and materials in his custody stored, loose, semi-assembled and/or erected by him at site. The contractor shall make suitable security arrangements including employment of security personnel to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss. All materials of the contractor shall enter and leave the project site only with the written permission of the engineer in the prescribed manner.

3.115 CONTRACTOR'S AREA LIMITS

3.115.1 The engineer will mark-out the boundary limits of access roads, parking spaces, storage and construction areas for the contractor and the contractor shall not trespass the areas not so marked out for him. The contractor shall be responsible to ensure that none of his personnel move out of the areas marked out for his operations. In case of such a need for the contractor's personnel to work out of the areas marked out for him, the same shall be done only with the written permission of the engineer.

3.116 CONTRACTOR'S CO-OPERATION WITH THE OWNER

3.116.1 In cases where the performance of the erection work by the contractor affects the operation of the system facilities of the owner, such erection work of the contractor shall be scheduled to be performed only in the manner stipulated by the engineer and the same shall be acceptable at all times to the contractor. The engineer may impose such restrictions on the facilities provided to the contractor such as electricity, water, etc. as he may think fit in the interest of the owner and the contractor shall strictly adhere etc. such restrictions and co-operate with the engineer. It will be the responsibility of the contractor to provide all necessary temporary instrumentation and other measuring devices required during start-up and operation of the equipment systems which are erected by him. The contractor shall also be responsible for flushing and initial filling of all the oil and lubricants required for the equipment furnished and erected by him, so as to make such equipment ready for operation. The contractor shall be responsible for supplying such flushing oil and other lubricants unless otherwise specified elsewhere in these documents and specifications.

3.117 PRE-COMMISSIONING TRIALS AND INITIAL OPERATIONS

3.117.1 The pre-commissioning trails and initial operations of the equipment furnished and erected by the contractor shall be the responsibility of the contractor as detailed in relevant clauses in section General Terms and Conditions. The contractor shall provide, in addition, test instruments,

calibrating devices, etc. and the labour required for the successful performance of these trials. It is anticipated that the above test may prolong for a long time, the contractor's workmen required for the above test shall always be present at site during such trials.

3.118 MATERIALS HANDLING AND STORAGE

3.118.1 All the equipment furnished under the contract and arriving at site shall be promptly received, unloaded and transported and stored in the storage spaces by the contractor.

3.118.2 Contractor shall be responsible for examining all the shipment and notify the engineer immediately or any damage, shortage, discrepancy, etc. for the purpose of engineer's information only. The contractor shall submit to the engineer every week a report detailing all the receipts during the week. However, the contractor shall be solely responsible for any shortages or damage in transit, handling and/or in storage and erection of the equipment at the site. Any demurrage, wharfage and other such charges claimed by the transporters, railways etc. shall be to the account of the contractor.

3.118.3 The contractor shall maintain an accurate and exhaustive record detailing out the list of all equipment received by him for the purpose of erection and keep such record open for the inspection of the engineer at any time.

3.118.4 All equipment shall be handled very carefully to prevent any damage or loss. No bare wire ropes, slings, etc. shall be used for unloading and/or handling of the equipment without the specific written permission of the engineer. The equipment stored shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the store shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at site.

3.118.5 All electrical panels, control gear, motors and such other devices shall be properly dried by heating before they are installed and energised. Motor bearings, slip rings, commutators and other exposed parts shall be protected against moisture ingress and corrosion during storage and periodically inspected. Heavy rotating parts in assembled conditions shall be periodically rotated to prevent corrosion due to prolonged storage.

3.118.6 All the electrical equipment such as motors, generators, etc. shall be tested for insulation resistance at least once in three months from the date of receipt till the date of commissioning and a record of such measured insulation values maintained by the contractor. Such records shall be open for inspection by the engineer.

3.118.7 The contractor shall ensure that all the packing materials and protection devices used for the various equipment during transit and storage are removed before the equipment are installed.

3.118.8 The consumable and other supplies likely to deteriorate due to storage must be thoroughly protected and stored in a suitable manner to prevent damage or deterioration in quality by storage.

3.118.9 All the materials stored in the open or duty location must be covered with suitable weather-proof and flameproof covering materials wherever applicable.

3.118.10 If the materials belonging to the contractor are stored in areas other than those earmarked for him, the engineer will have the right to get it moved to the area earmarked for the contractor at the contractor's cost.

3.118.11 The contractor shall be responsible for making suitable indoor storage facilities to store all equipment which require indoor storage. Normally, all the electrical equipment such as motors, control gear, generators, exciters and consumable like electrodes, lubricants etc. shall be stored in the closed storage space. The engineer, in addition, may direct the contractor to move certain other materials which in his opinion will require indoor storage, to indoor storage areas which the contractor shall strictly comply with.

3.119 CONSTRUCTION MANAGEMENT

3.119.1 The field activities of the contractors working at site, will be coordinated by the engineer and the engineer's decision shall be final in resolving any disputes or conflicts between the contractor and other contractors and tradesmen of the owner regarding scheduling and co-ordination of work. Such decision by the engineer shall not be a cause for extra compensation or extension of time for the contractor.

3.119.2 The engineer shall hold weekly meetings of all the contractors working at site, at a time and a place to be designated by the engineer. The contractor shall attend such meetings and take notes of discussions during the meeting and the decisions of the engineer and shall strictly adhere to those decisions in performing his works. In addition to the above weekly meetings, the engineer may call for other meetings either with individual contractors or with selected number of contractors and in such a case the contractor, if called will also attend such meetings.

3.119.3 Time is the essence of the contract and the contractor shall be responsible for performance this works in accordance with the specified construction schedule. If at any time, the contractor is falling behind the schedule, he shall take necessary action to make good for such delays by increasing his work force or by working overtime or otherwise accelerate the progress of

the work to comply with the schedule and shall communicate such actions in writing to the engineer, satisfying that his action will compensate for the delay. The contractor shall not be allowed any extra compensation for such action.

3.119.4 The engineer shall however not be responsible for provision of additional labour and/or materials or supply or any other services to the contractor except for the co-ordination work between various contractors as set out earlier.

3.120 FIELD OFFICE RECORDS

3.120.1 The contractor shall maintain at his site office up-to-date copies of all drawings, specifications and other contract documents and any other supplementary data complete with all the latest revisions thereto. The contractor shall also maintain in addition the continuous record of all changes to the above contract documents, drawings, specifications, supplementary data, etc. effected at the field and on completion of his total assignment under the contract shall incorporate all such changes on the drawings and other engineering data to indicate as installed condition of the equipment furnished and erected under the contract. Such drawings and engineering data shall be submitted to the engineer in required number of copies. Daily work programme with progress of the previous day and deployment of labour related to work programme and attendance of workmen deployed during the previous day shall be maintained in a register. This register shall be signed by authorized representative of the contractor which will then be checked and signed by the owner's representative. Every three months this register shall be deposited to the owner which shall then be owner’s property.

3.121 CONTRACTOR'S MATERIALS BROUGHT ON TO SITE

3.121.1 The contractor shall bring to site all equipment, parts, materials, including construction equipment, tools and tackles for the purpose of the works with intimation to the engineer. All such goods shall, from the time of their being brought vest in the owner, but may be used for the purpose of the works only and shall not on any account be removed or taken away by the contractor without the written permission of the engineer. The contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.

3.121.2 The owner shall have a lien on such goods for any sum or sums which may at any time be due or owing to him by the contractor, under, in respect of or by reasons of the contract. After giving a fifteen (15) days' notice in writing of his intention to do so, the owner shall be at liberty to sell and dispose of any such goods, in such manner as he shall think fit including public auction or private treaty and to apply the proceeds in or towards the satisfaction of such sum or sums due as aforesaid.

3.121.3 After the completion of the works, the contractor shall remove from the site under the direction of the engineer the materials such as construction equipment, erection tools and tackles, scaffolding etc. with the written permission of the engineer. If the contractor fails to remove such materials, within fifteen (15) days of issue of a notice by the engineer to do so then the engineer shall have the liberty to dispose of such materials as detailed under clause 3.121.2 above and credit the proceeds thereto the account of the contractor.

3.122 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY

3.122.1 The contractor shall be responsible for any damage resulting from his operations. He shall also be responsible for protection of all persons including members of public and employees of the owner and the employees of other contractors and sub-contractors and all public and private property including structures, buildings, other plants and equipment and utilities either above or below the ground.

3.122.2 The contractor will ensure provision of necessary safety equipment such as barriers, sign-boards, warning lights and alarms, etc. to provide adequate protection to persons and property. The contractor shall be responsible to give reasonable notice to the engineer and the owners of public or private property and utilities when such property and utilities are likely to get damaged or injured during the performance of his works and shall make all necessary arrangements with such owners, related to removal and/or replacement or protection of such property and utilities.

3.123 PAINTING

3.123.1 All exposed metal parts of the equipment including pipings, structure railing etc. wherever applicable, after installation unless otherwise surface protected, shall be first painted with at least one coat of suitable primer which matches the shop primer paint used, after thoroughly cleaning all such parts of all dirt, rust, scales, greases, oils and other foreign materials by wire brushing, scarping or sand blasting, and the same being inspected and approved by the engineer for painting. Afterwards, the above parts shall be finished with two coats of alloyed resin machinery enamel paints. The quality of the finish paint shall be as per the standards of ISI or equivalent and to be of the colour as approved by the engineer.

3.124 INSURANCE

3.124.1 In addition to the conditions covered under the clause entitled insurance in general terms and conditions of contract of this volume-1, the following provisions will also apply to the portion of the works to be done beyond the contractor's own or his sub-contractor's works.

3.124.2 Workmen's compensation insurance

This insurance shall protect the contractor against all claims applicable under the Workmen's Compensation Act 1948 (Government of India). This policy shall also cover the contractor against claims for injury, disability disease or death of his or his sub-contractor's employees, which for any reason are not covered under the Workmen's Compensation Act 1948. The liabilities shall not be less than

Workmen's compensation	As per statutory provisions
Employer's liability	As per statutory provisions

The contractor shall pay directly the Ex-gratia amount of Rs. 15lakh 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 BCCL.

In order to comply with the above provisions, the contractor shall immediately on receipt of letter of acceptance/work order shall obtain group personal accident insurance in respect of the workmen engaged in mining activities to assure such payment of Rs. 15 Lakh in case of death in mine accident within 30 days.

A proof to such effect shall be produced to the satisfaction of the management before commencement of the work. However, the responsibility of payment of special relief/ Ex-gratia amount shall lie exclusively with the contractor.

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

3.124.3 Comprehensive Automobile Insurance

This insurance shall be in such a form to protect the contractor against all claims for injuries, disability, disease and death to members of public including the owner's men and damage to the property of others arising from the use of motor vehicles during on or off the site operations, irrespective of the ownership of such vehicles.

3.124.4 Comprehensive General Liability Insurance

This insurance shall protect the contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act or omission on the part of the contractor, his agents, his employees, his representatives and sub-contractors or from riots, strikes and civil commotion. The insurance shall also cover all the

liabilities of the contractor arising out of the clause entitled defense of suits under General Terms and Conditions of contracts of this Volume-I .

The hazards to be covered will pertain to all the works and areas where the contractor, his sub-contractors, his agents and his employees have to perform work pursuant to the contract.

The above are only illustrative list of insurance covers normally required and it will be the responsibility of the contractor to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect, in pursuance of the contract.

3.125 UN- FAVOURABLE WORKING CONDITIONS

3.125.1 The contractor shall confine all his field operations to those works which can be performed without subjecting the equipment and materials to adverse effects, during inclement weather conditions, like monsoon, storms, etc. and during other unfavourable construction conditions. No field activities shall be performed by the contractor under conditions which might adversely affect the quality and efficiency thereof, unless special precautions or measures are taken by the contractor in a proper and satisfactory manner in the performance of such works and with the concurrence of the engineer. Such unfavourable construction conditions will in no way relieve the contractor of his responsibility to perform the works as per the schedule.

3.126 PROTECTION OF MONUMENTS AND REFERENCE POINTS

3.126.1 The contractor shall ensure that any finds such as relic, antiquity, coins, fossils, etc. which he might come across during the course of performance of his works either during excavation or elsewhere, are properly protected and handed over to the engineer. Similarly the contractor shall ensure that the bench marks, reference points, etc., which are marked out either with the help of engineer or by the engineer shall not be disturbed in any way during the performance of his works. If any work is to be performed which disturb such references, the same shall be done only after these are transferred to other suitable locations under the direction of the engineer. The contractor shall provide all necessary materials and assistance for such relocation of reference points etc.

3.127 WORK AND SAFETY REGULATIONS

3.127.1 The contractor shall ensure proper safety of all the workmen, materials plant and equipment belonging to him or the Company or to others, working at or near the site. The contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislation and the engineer-in-charge as he may deem necessary.

3.127.2 The contractor will notify well in advance to the engineer-in-charge/ designated officer of his intention to bring to the site any container filled with liquid or gaseous fuel or explosive or petroleum substance or such chemicals which may involve hazards. The engineer-in-charge shall have the right to prescribe the conditions, under which such container is to be stored, handled and used during the performance of the works and the contractor shall strictly adhere to and comply with such instructions. The engineer-in-charge/ designated officer shall have the right at his sole discretion to inspect any such container or such construction plant/equipment for which material in the container is required to be used and if in his opinion, its use is not safe, he may forbid its' use. No claim due to such prohibition shall be entertained by the owner. Nor the owner shall entertain any claim of the contractor towards additional safety provisions/conditions to be provided for constructed as per engineer-in-charge's instructions.

Further any such decision of engineer-in-charge/ designated officer shall not, in any way, absolve the contractor of his responsibilities, and in case, use of such a container or entry thereof into the site area is forbidden by engineer-in-charge/ designated officer, the contractor shall use alternative methods with the approval of engineer-in-charge without any cost implication to Company or extension of work schedule.

3.127.3 Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosives, the contractor shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulations laid down in Petroleum Act 1934, Explosives Act 1948, and Petroleum and Carbide of Calcium Manual Published by the Chief Inspector of Explosives of India. All such storage shall have prior approval of the engineer-in-charge/designated officer. In case, any approvals are necessary from the Chief Inspector (Explosive) or any statutory authorities, the contractor shall be responsible for obtaining the same.

3.127.4 All equipment used in construction and erection by contractor shall meet Indian, Inter-national Standards and where such standards do not exist, the contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the contractor in accordance with manufacturer's operation manual and safety instructions and as per Guidelines/Rules of the Company in this regard.

3.127.5 Periodical Examinations and all tests for all lifting/hoisting equipment and tackles shall be carried out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 1910 and associated Laws/Rules/Acts enforced from time to time. A register of such examinations and tests shall be properly maintained by the contractor and

will be promptly produced as and when desired by engineer-in-charge or by the person authorized by him.

3.127.6 The contractor shall be fully responsible for the safe storage of his and his sub-contractors radio-active sources in accordance with BARC/DAE Rules and other applicable provisions. All precautionary measures stipulated by BARC/DAE in connection with use, storage and handling of such material will be taken by contractor.

3.127.7 The contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need, as may be directed by engineer-in-charge/ designated officer who will also have right to examine these safety equipment to determine their suitability, reliability, acceptability and adaptability.

3.127.8 Where explosives are to be used, the same shall be used under the direct control and supervision of an expert, experienced, qualified and competent person strictly in accordance with the code practices/rules framed under Indian Explosives Act pertaining to handling, storage and use of the explosives.

3.127.9 The contractor shall provide safe working conditions to all workmen and employees at the site including safe means of access, railings, stairs, ladders, scaffoldings etc. The scaffoldings, stairs, ladders etc. shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality of material only shall be used by the contractor.

3.127.10 The contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the owner or other contractors under any circumstances, whatsoever, unless expressly permitted in writing by the Company to handle such fuses, wiring or electrical equipment.

3.127.11 Before the contractor connects any electrical appliances to any plug or socket belonging to the other contractor or owner, he shall:

a) Satisfy the engineer that the appliances are in good working condition.
b) Inform the engineer of the maximum current rating, voltage and phases of the appliances.
c) Obtain permission of the engineer detailing the sockets to which the appliances may be connected.

3.127.12 The engineer will not grant permission to connect until he is satisfied that:

a) The appliance is in good condition and is fitted with a suitable plug.

b) The appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.

3.127.13 No electric cable is in use by the contractor/owner will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.

3.127.14 No repair work shall be carried out on any live equipment. The equipment shall must be declared safe by engineer-in-charge and a permit to work shall be issued by engineer-in-charge/designated officer before any repair work is carried out by the contractor. While working on electric lines/equipment whether alive or dead, suitable type and sufficient quantity of tools will have to be provided by contractor to electricians/workmen/officers.

3.127.15 The contractor shall employ necessary number of qualified, full time electricians/ electrical supervisors to maintain in his temporary electrical installations.

3.127.16 The contractor employing more than 250 workmen whether temporary, casual, probationer, regular or permanent or on contract, shall employ at least one full time officer exclusively as safety officer to supervise safety aspects of the equipment and workmen who will co-ordinate with the project safety officer. In case of work being carried out through sub-contractor's, the sub-contractor's workmen/employees will also be considered as the contractor's employees/workmen for above purpose. The name and address of such safety officer of contractor will be promptly informed in writing to engineer-in-charge with a copy to safety officer-in charge before he starts work or immediately after any change of the incumbent is made during currency of the contract.

3.127.17 In case any accident occurs during the construction/erection or other associated activities undertaken by the contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the contractor to promptly inform the same to the company's engineer-in-charge in prescribed form and also to all the authorities envisaged under the applicable laws.

3.127.18 The engineer-in-charge/designated officer shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove short comings promptly. The contractor after stopping the specific work, can,

if felt necessary, appeal against the order of stoppage of work to the General Manager of the project within 3 days of such stoppage of work and decision of the project G.M in this respect shall be conclusive and binding on the contractor.

3.127.19 The contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons as provided in para 3.127.18 above and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.

3.127.20 The contractor shall follow and comply with all the Company safety rules relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without demur, protest or content or reservation. In case of any inconformity between statutory requirement and the Company safety rules referred above, the latter shall be binding on the contractor unless the statutory provisions are more stringent.

3.127.21 If the contractor fails in providing safe working environment as per the Company safety rules or continues the work even after being instructed to stop work by engineer-in-charge as provided in para 3.127.18above. However in case of accident taking place causing injury to any individual, the provisions contained in para 3.127.22 shall also apply in addition to compensation mentioned in this para.

3.127.22 If the contractor does not take all safety precautions and/or fails to comply with the safety rules as prescribed by the Company or under the applicable laws for the safety of the equipment and plant and for the safety of personnel and the contractor does not prevent hazardous conditions which cause injury to his own employees or employees of other contractors, or the Company employees or any other person who are at site or adjacent thereto, the contractor shall be responsible for payment of compensation under the relevant provisions of the workmen's compensation act and rules framed thereunder or any other applicable laws as applicable from time to time.

Permanent disablement shall have same meaning as indicated in workmen's compensation act. The compensation mentioned above shall be in addition to the compensation payable to the workmen/employees under the relevant provisions of the workmen's compensation act and rules framed there under or any other applicable laws as applicable from time to time.

In case the owner is made to pay such compensation then the contractor is liable to reimburse the owner such amount.

3.128 CODE REQUIREMENTS

3.128.1 The erection requirements and procedures to be followed during the installation of the equipment shall be in accordance with the relevant Indian standards codes of practices or in their absence appropriate International standards, Indian Boiler Regulations. ASME codes and accepted good engineering practice, the engineer's drawings and other applicable Indian recognized codes and the laws and regulations of the Government of India.

3.129 FOUNDATION, DRESSING AND GROUTING

3.129.1 The surfaces of foundations shall be dressed to bring the top surface of the foundations to the required level, prior to placement of equipment/equipment bases on the foundations.

3.129.2 All the equipment bases and structural steel base plates shall be grouted and finished as per these specifications unless otherwise recommended by the equipment manufacturer.

3.129.3 The concrete foundation surfaces shall be properly prepared by chipping, grinding as required to bring the type of such foundation to the required level, to provide the necessary roughness for bondage and to assure enough bearing strength. All laitance and surface film shall be removed and cleaned.

3.130 GROUTING MIX

3.130.1 The grouting mixtures shall be composed of Portland cement, sand and water. The Portland cement to be used shall conform to ISI No. 269 or equivalent, sand shall conform to ISI No.383/2386 or equivalent. The grout proportions for flat based where the grouting space does not exceed 35 mm shall be 50 Kg bag of cement to 75 Kg of sand. Only the required quantity of water shall be added so as to make the mix quaky and flowable and the mix shall not show excess water on top when it is being puddled in place. For thicker grout beds upto 65 mm, the amount of sand shall be increased to 105 Kg per bag of cement. Bases which are hollow and are to be filled full of grouting shall be filled to a level of 25 mm above the outside rim with a mortar mix in the volumetric proportions of one bag of cement and 1.5 bags sand and 1.5 part 6 mm granite gravel. An acceptable plasticizer may be added to the grout mixes in a proportion recommended by the plasticizers manufacturer. All such grouts shall be thoroughly mixed for not less than five minutes in an approved mechanical mixer and shall be used immediately after mixing.

3.131 PLACING OF GROUT

3.131.1 After the base has been prepared, its alignment and level has been checked and approved and before actually placing the grout a low dam

shall be set around the base at a distance that will permit pouring and manipulation of the grout. The height of such dam shall be at least 25 mm above the bottom of the base. Suitable size and number of chains shall be introduced under the base before placing the grout, so that such chains can be moved back and forth to push the grout into every part of the space under the base.

3.131.2 The grout shall be poured either through grout holes if provided or shall be poured at one side or at two adjacent sides giving it a pressure head to make the grout move in a solid mass under the base and out in the opposite side. Pouring shall be continued until the entire space below the base is thoroughly filled and the grout stands at least 25 mm higher all around than the bottom of the base. Enough care should be taken to avoid any air or water pockets beneath the bases.

3.132 FINISHING OF THE EDGES OF THE GROUT

3.132.1 The poured grout should be allowed to stand undisturbed until it is well set. Immediately thereafter, the dam shall be removed and grout which extends beyond the edges of the structural or equipment base plates shall be out off flush and removed. The edges of the grout shall then be pointed and finished with 1:2 cement mortar pressed firmly to bond with the body of the grout and smoothed with a tool to present a smooth vertical surface. The work shall be done in a clean and scientific manner and the adjacent floor spaces, exposed edges of the foundations, and structural steel and equipment base plates shall be thoroughly cleaned of any spillage of the grout.

3.133 CHECKING OF EQUIPMENT AFTER GROUTING

3.133.1 After the grout is set and cured, the contractor shall check and verify the alignment of equipment, alignment of shafts of rotating machinery, the slopes of all bearing pedestals, centering of rotors with respect to their sealing bores, couplings, etc. as applicable and the like items to ensure that no displacement had taken place during grouting . The values recorded prior to grouting shall be used during such post grouting check-up and verifications. Such pre and post grout records of alignment details shall be maintained by the contractor in a manner acceptable to the engineer.

3.134 SHAFT ALIGNMENTS

3.134.1 All the shafts of rotating equipment shall be properly aligned to those of the matching equipment to as perfect an accuracy as practicable. The equipment shall be free from excessive vibration so as to avoid over-heating of bearings or other conditions which may tend to shorten the life of the equipment. All bearings, shafts and other rotating parts shall be thoroughly cleaned and suitably lubricated before starting. All alignment should be checked through alignment checker or condition monitoring equipment in the presence of the engineer-in-charge.

3.135 DOWELING

3.135.1 All the motors and other equipment shall be suitably doweled after alignment of shafts with tapered machined dowels as per the direction of the engineer.

3.136 CHECK OUT OF CONTROL SYSTEMS / POWER SUPPLY

3.136.1 After completion of wiring, cabling furnished under separate specifications and laid and terminated by the owner, the contractor shall check out the operation of all control systems for the equipment furnished and installed under these specifications and documents. The contractor shall get the drawings pertaining to the control system, power supply etc. approved from Directorate General of Mine Safety (DGMS) or any other appropriate authority as necessary, wherever required as per the rules and regulations of the of Indian Mines Act governed by D.G.M.S.

3.137 COMMISSIONING SPARES

3.137.1 The contractor shall make arrangements for an adequate inventory at site of necessary commissioning spares prior to commissioning of the equipment furnished and erected so that any damage or loss during this commissioning activities necessitating the requirements of spares will not come in the way of timely completion of the works under the contract.

3.138 CABLING

3.138.1 All cables shall be supported by conduits or cable tray run in air or in cable channels. These shall be installed in exposed runs parallel or perpendicular to dominant surfaces with right angle turn made of symmetrical bends or fittings. When cables are run on cable trays, they shall be clamped at a minimum interval of 2000 mm or otherwise as directed by the engineer.

3.138.2 Each cable, whether power or control, shall be provided with a metallic or plastic of an approved type, bearing a cable reference number indicated in the cable and conduit list (prepared by the contractor), at every 5 meter run or part thereof and at both ends or the cable adjacent to the terminations. Cable routing is to be done in such a way that cables are accessible for any maintenance and for easy identification.

3.138.3 Sharp bending and kinking of cables shall be avoided. The minimum radii for PVC insulated cables 1100 V grade shall be 15D, where D is the overall diameter of the cable. Installation of other cables like high voltage, coaxial, screened, compensating, mineral insulated shall be in accordance with the cable manufacturer's recommendations. Wherever cables cross roads and water, oil, sewage or gas lines, special care should be taken for the protection of the cables in designing the cable channels.

3.138.4 In each cable run some extra length shall be kept at a suitable point to enable one to two straight through joints to be made should the cable develop fault at a later date.

3.138.5 Control cable terminations shall be made in accordance with wiring diagrams, using identifying codes subject to engineer's approval. Multicore control cable jackets shall be removed as required to train and terminate the conductors. The cable jacket shall be left on the cable, as far as possible, to the point of the first conductor branch. The insulated conductors from which the jacket is removed shall be neatly twined in bundles and terminated. The bundles shall be firmly but not tightly tied utilizing plastic or nylon ties or specially treated fungus protected cord made for this purpose. Control cable conductor insulation shall be securely and evenly cut.

3.138.6 The connectors for control cables shall be covered with a transparent insulating sleeve so as to prevent accidental contact with ground or adjacent terminals and shall preferably terminate Elmex terminals and washers. The insulating sleeve shall be fire resistant and shall be long enough to over-pass the conductor insulation. All control cables shall be fanned out and connection made to terminal blocks and test equipment for proper operation before cables are corded together.

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SECTION -4

SCOPE OF SERVICES

SECTION - 4

SCOPE OF WORK

4.0 BIDDERS SCOPE OF WORK

4.1 The successful Bidder will extract coal mine methane (CMM) from Moonidih Mines on concept to commissioning basis.

4.2 The successful Bidder will have to extract CMM from Moonidih mines from XVI Top seam & adjoining areas contributing to methane in the coal face during coal production with appropriate state of art method for drainage through proven technology including inseam longhole directional drilling, drilling in the overlying strata, drilling in the underlying strata and drilling from surface keeping in view the surface constraint. The objective of the contract is to ensure that during coal production the percentage of methane should not exceed 0.75 in the general body of the return air of that long wall panel district and 1.25 in any place in that ventilation district.

4.3 The successful Bidder will supply, install, commission and operate & maintain necessary equipment i.e; drilling machines, and necessary associated machinery including safety equipment in accordance with statutory provisions in India and best practices world-wide.

4.4 Make necessary arrangement for laying off pipes, manifold suction pumps and allied equipment insuring that during drainage as well as after the drainage such pipes, equipment etc. are neither hindrances in coal production nor affects safety of the mines in general.

4.5 The successful Bidder will make all necessary arrangement for processing of the gas so collected and its utilization in suitable generator to produce at least 2MW electricity power to start with and provision for additional units of power generation if the gas production rate increases significantly.

4.6 The successful Bidder will have to produce minimum 1 Million Unit (kWh) of electricity per month.

4.7 It shall be responsibility of the contractor to obtain necessary approval for the equipment used in underground coal mines from DGMS as well as other agencies wherever applicable.

4.8 The successful Bidder will conduct necessary scientific studies, additional data acquisition, processing to plan and design Pre-Drainage of Methane in seam as required to fulfil the above scope of work and submit Detailed Project Report (DPR) within six months from the date of agreement signed.

4.9 The successful Bidder will prepare a report and provide related information required for taking EMP will be made available to BCCL to seek modification of Environment Clearances of Cluster-XI group of mines of

BCCL, of which Moonidih is a part. The necessary data/information will be made available by Successful Bidder in addition to these documents as and when required.

4.10 The successful Bidder will provide manpower of required qualification and experience as Key Personnel Strength mentioned in Eligibility Criteria clause 1.6.4.

4.11 The successful Bidder will provide on-site training for project Personnel for operation and maintenance of equipment, etc.

SECTION – 4A

Guidelines for Banning of Business

SECTION – 4A

Guidelines for Banning of Business

Guidelines for effecting 'Banning of Business' with the contracting entity:

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.
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 FDs or CMD of CIL/Subsidiary Company, then the Competent Authority for banning shall be CMD of CIL/Subsidiary Company.

b) In case the Accepting Authority of the work is 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 FDs of CIL.

10. All the orders of banning or orders passed in appeal shall be marked to GM(CMC) / Civil / concerned HODs of CIL/Subsidiary Company. Further, all such orders will be uploaded in Coal India site as well website of the Subsidiary Company.

SECTION- 5

TECHNICAL VOLUME

SECTION- 5

TECHNICAL VOLUME

CMM DRAINAGE /PRE–DRAINAGE OF METHANE FROM XVI (Top) SEAM, MOONIDIH UG MINE OF BCCL IN JHARIA COALFIELD

5.0 INTRODUCTION

Moonidih Mine is an Underground Mine belongs to Bharat Coking Coal Limited (BCCL) located in the South Central part of Jharia Coalfield. It was designed in early 1960's by Polish Consultants under a technical collaboration for horizon mining system through Longwall (L/W) Mining operation to produce coking coal from seams XVIII to XV Bottom up to a depth of 500m for a production capacity of 2.1MTY. It has achieved the maximum production level of 1.2MTY during 1989-90.

At present, XVIT (i.e; XVI Top) Seam is being worked by Longwall method of mining with caving and underlying XVT (i.e XV Top) and XVB (i.e XV Bot) seams are also proposed to be worked by the same method. Coal extraction by LW method of these seams has been outsourced separately for both seams, in which XVIT seam has already depillared few panels and the mine has produced 0.58Mt of coal during the year 2016-17. A total of 3.5MT has to be produced by Long wall retreating method with caving from seam XVIT seam in 5 years. The Development work in underlying XVT seam is in progress and coal production from XVT seam is likely to commence from April 2019. The Environmental Clearance has been obtained for 4MTY (peak 5.2MTY) under Cluster XI.

Ventilation has always been a major constraints for production at Moonidih UG mine. There are instances of emission of gas during coal mining in this mine in past as well as present condition. Gas emission arises as blowers either from roof and floor cracks, faults etc. or from goaved out areas of overlying seams. Methane gas blowers have been encountered at various places while working in XVIII, XVIIT, XVIIB, XVIT and XVI Comb. Seams. Even when air is sufficient, the problem in ventilation is due to (i) rise in temperature and humidity (in rainy season particularly) and (ii) emission of methane in large quantity.

Most of coal seams of Moonidih mine are gassy seams. The gas content of seam XVIT is about 8.30 m^3/tonne whereas underlying seam XVT Seam is about 12.52 m^3/tonne. During extraction of longwallD panels of XVIT seam, huge emission of methane gas was coming out from goaf area which led to frequent stoppages of mining operation due to accumulation of methane gas beyond the permissible limit. In addition high make of methane gas continues to threaten safety of mining operations in XVIT Seam**.**The issue has been examined by experts from India and abroad including CMPDI and came to consensus that Pre-drainage of methane gas from seams is the

only feasible as long term alternative for safe mining operation at Moonidih Mine (BCCL).

5.1 LIMITATION:

Maintenance of all safety guidelines and its modifications as will be done time to time by Govt. of India/CIL/Competent Authority of BCCL for Safety of Mine as well as Personnel working in mine and safety of environmental concern will be responsibility of Gas draining agency.

5.2 GEOLOGY

5.2.1 LOCATIÓN

Latitudes	:	23°42'47" and 23°45'42" N
Longitude	:	86°19'21" and 86°22'26" E
NearestRly. Station	:	Dhanbad (11 Km)
Nearest Airport	:	Ranchi (180 Km)
Approach by Road	:	Dhanbad-Chas section of the NH-32 passes through north-western part of Moonidih Mine (about 11 Km from Dhanbad).
District / State	:	Dhanbad / JHARKHAND

5.2.2 COAL SEAMS

The generalized sequence of coal seam and intervening partings in descending order along with Ash %, UVM % and Grade are as follows:

Seam / Parting	In band Thickness of Seam (m)	In band Ash %	UVM %	Grade
XVIII	3.24-4.75	14.30-20.50	27.46-34.28	S-I to W-I
Parting (m)	32-63			
XVII Top	Up to 2.15	12.10-35.00	20.10-32.55	S-I to W-IV
Parting (m)	14-47			
XVII Bot.	0.25 to 1.70	15.30-49.10	21.59-31.82	S-II to UG
Parting (XVII Bot. to XVI Comb.) (m)	96-101			
Parting (XVII Bot. to XVI Top) (m)	73-125			
XVI Comb.	4.19-5.84	18.00-22.50	25.70-28.90	S-I to W-II
XVI Top	1.58-4.10	20.20-29.20	24.10-30.50	W-I to W-IV
Parting (m)	Up to 28			
XVI Bot.	0.58-2.72	13.50-34.00	20.42-	S-I to W-IV

Seam / Parting	In band Thickness of Seam (m)	In band Ash %	UVM %	Grade
			30.10	
Parting (XVI Comb. to XV Comb.) (m)	89-104			
Parting (XVI Comb. to XV Top) (m)	106-126			
Parting (XVI Bot. to XV Comb.) (m)	89-125			
Parting (XVI Bot. to XV Top) (m)	87-128			
XV Comb.	5.99-9.61	17.10-34.40	19.25-27.80	S-II to W-IV
XV Top	1.53-4.18	14.00-34.70	20.90-29.55	S-I to W-IV
Parting (m)	Up to 12			
XV Bot.	1.65-6.15	11.60-30.95	20.49-27.50	S-I to W-IV

5.2.3 GEOLOGICAL BOUNDARY OF PROJECT

North & North-East : Pootkee-Bulliary-Bhutgoria Project
South &South-West : Damodar River / Parbatpur and Singra U/G Blocks.

East : Tata Steel Leasehold
West : JarianNala / Kapuria U/G Block.

5.2.4 DRILLING DETAILS

(a) Total Block Area - 15.0 Sq. Km.
(Moonidih Block Area-9.7 Sq.Km and Jarma Block Area -5.3 Sq.Km)
(b) No. of boreholes = 86 Nos.
(c) Borehole density - 5.73 Bhs/Km^2
(including Production Support boreholes).

5.3 GEOLOGICAL FAULTS

Based on the available borehole data and colliery workings, a total of 19 no. of faults of various type such as dip, oblique, curvilinear, underground etc. with varying degree of throw ranging up to as high as 190 m have been interpreted to have affected the seams under consideration. In addition, numerous minor faults have been encountered in the workings of XVIII, XVIITop and XVITop seams; the concentration having been observed more in the anticlinal axial region in the central/south eastern part of the area

especially in the vicinity of major faults. Further, there are existence of numbers of minor faults encountered during drivage of galleries. The dip of the fault is, in general, 60 degrees.

5.4 STRIKE & DIP

The general strike of the formations is found to be NW-SE in the major part of the area lying on south of fault F2-F2, swinging to north and NE-SW on the northern part of fault F2-F2. An anticlinal fold axis is interpreted to run along NNW-SSE.The area exhibits a gentle anticlinal structure & the dip varies from 7 to 15 degree.

5.5 GEOLOGICAL RESERVES

Geological Reserves as per GR - May, 1994 for Seams XVI Top is 19.02 Mt (Proved Reserves: 16.98 Mt). GR for Singra block is under finalization which will further increase proving of seam XVI Top also.

5.6 IGNEOUS INTRUSIONS

Invariably all coal seams under consideration have been affected by igneous intrusives in the form of dykes and sills to varied extent. The coal seams have been pyrolitised and converted to Jhama as a result of these intrusive. The dykes are generally narrow and have a shorter linear extent and have affected coal seams less in comparison to sills. Few dykes (2 to 3 m thick) have been met in the workings of XVI Top seam. The sills (Mica-peridotite) occur randomly within the coal seams and their effect on coal seams is very erratic. As such, it is extremely difficult to precisely delineate the Jhama zone. The Jhama and part Jhama zone (C + J zone) have been shown in the seam folio plan.In virgin area these lines have been drawn on the basis of boreholes data and they are interpretative and may be dealt with caution. However in developed area, occurrences of Coal-Jhama have been taken into consideration. Like small faults, the encountering of dykes and devolatised zones also create problems in mechanized mining. Devolatised zones also cannot be proved conclusively by surface drilling. The in-seam seismic survey and magnetic survey however, may give some advance information about occurrences. The BMCL has carried out in-seam seismic survey in a panel of XVI Top seam and indicated the existence of a discontinuity on the basis of data so obtained. During the course of development of this seam, a dyke of 2 m thickness (approx.) was encountered at the predicted position.

In Moonidih, majority of the burning is due to effect of sills, it is difficult to precisely delineate the burnt zone and any prediction of burning pattern shall be conjectural.

5.7 DEPTH RANGE IN MINE:

The depth range (Approx.) in which the seams XVIII to XV occur at Moonidih Mine are as follows:

SEAM (In descending order)	DEPTH RANGE (in Meter)
XVIII	80 – 590
XVII Top	120 – 640
XVII Bot	140 – 650
XVI Top	230 – 780
XVI Bot	240 – 790
XV Top	310 – 900
XV Bot	320 – 910

5.8 IMMEDIATE ROOF & FLOOR OF COAL SEAMS:

The nature of immediate roof and floor rocks of different seams are as follows:

SEAM	ROOF ROCK	FLOOR ROCK
XVIII	Generally intercalation of shale and sandstone but at places carbonaceous shale.	Generally intercalation of shale and sandstone but at places varies to shale and carbonaceous shale.
XVII Top	Intercalation of shale and sandstone.	Intercalation of shale and sandstone.
XVII Bot	Intercalation of shale and sandstone.	Intercalation of shale and sandstone.
XVI Comb.	Intercalation of shale and sandstone.	Intercalation of shale and sandstone.
XVI Top	Generally intercalation of shale and sandstone but at few places carbonaceous shale.	Generally intercalation of shale and sandstone but at few places carbonaceous shale.
XVI Bot	Generally sandstone but at few places intercalation of shale and sandstone.	Generally intercalation of shale and sandstone but at places varies to sandstone.
XV Top	Generally carbonaceous shale to shale but few places alternating shale and sandstone.	Generally sandstone but varies to alternating shale and sand stone and at few places carbonaceous shale or shale.
XV Bot	Generally sandstone but varies to alternating shale and sand stone.	Generally intercalation of shale and sandstone but varies to sandstone.
XV Comb.	Generally carbonaceous shale but changes to intercalation of shale & sandstone at places.	Generally intercalation of shale and sandstone but at few places only sandstone.

5.9 PRESENT STATUS OF MINING

5.9.1 STATUS OF WORKING SEAMS

The status of exploitation of different seams at Moonidih Underground Mine is as follows:

XVIII Seam

Approach to this seam is through 3 Nos. of drifts from XVII Top seam on 400 mhorizon. This seam is being worked in-seam on Longwall retreating with caving system by ML-IV PSLW set with 'A' series of panels in eastern side. Seven (7) panels namely A-1, A-2, A-3, A-4, A-5, A-7, A-8, A-6 and A-6a have been extracted.

XVII Top Seam

Approach to this seam is through 280 m and 400 m horizon (220 m horizon is sealed). At present, coal extraction in this seam has been discontinued. This seam has been worked in-seam through 400 m horizon between 400 m and 500 m depth on Longwall retreating with caving system by ML-III PSLW set with 'B' series of panels in western side up to B-32 Panel. Eastern side is virgin. It is to be worked after working overlying XVIII seam. The coal was transported by series of belt conveyors up to 1200 tons strata bunker and then through skip from 400 m horizon to surface via Shaft No. 2.

XVII Bot. Seam:

The entry to this seam is through 280 m horizon. Two panels, namely, C-1 & C-2 were extracted in this seam between 280 m and 400 m depth by Longwall retreating with caving by ML-VI PSLW set which was equipped with plough. The extraction in XVII Bot seam was discontinued after Oct. '94 as its extraction was considered uneconomical because of its low thickness and poorer grade.

XVI Top Seam:

Entry to this seam is through 400 m horizon and 500 m horizon. This seam is being worked at present beyond 500 m depth. Development of D-12 Panel has been completed and panel D-13 is under development.

XVI Bot. Seam:

Entry to this seam is through 400 m horizon and 500 M. horizon. Three Longwall retreating with caving panels were worked between 280 m and 400 m depth with 'E' series of panels by ML-VI PSLW set. At present, this set is idle. There is no further use of this set at Moonidih. Only development galleries are being driven for approach to west side.

XVI Comb. Seam:

Entry to this seam is through 400 m and 500 m horizons. This seam has been worked on Longwall retreating with caving system by ML-VII PSLW set with 'F' series of panels. Four panels namely F-1, F-2, F-3A and F-3B have been worked in this seam with PSLW set ML-VII. Coal extraction in this seam was discontinued due to unsafe working of PSLW set ML-VII because of its design defect. Panels F-4, F-5, F-6 Panels have been extracted with ML-V PSLW Set.

XV Top, XV Bot. & XV Comb. Seam:

These seams have been touched at 500 m horizon.

5.9.2 VENTILATION

At Moonidih Project, Shaft No. 1 is intake and Shaft No. 2 is return. The intake horizons are 400 m and 500 m. The return horizons are 280 m, 400 m and 500 m. Main mechanical ventilator is installed at surface near return Shaft No. 2.

SPECIFICATIONS OF THE MAIN MECHNICAL VENTILATOR

SL. NO.	PARTICULARS	DESIGNED	EXISTING
1.	Fan Type	2 MV_2 – 3 double stage	
2.	Make	MAMC, INDIA	
3.	Speed	600 RPM	
4.	Voltage	6.6 kV	6.6 kV
5.	Current	Rated 165 Amp	80 Amp
6.	Motor	1600 kW Synchronous	
7.	Capacity	265 m^3/sec.	207.50 m^3/sec.
8.	Efficiency	75% (Maximum)	
9.	No. of Blades	32 in two stage	
10.	Power Factor	0.9	
11.	Blade Angle	45°	
12.	Water Gauge	400 mm	160 mm
13.	Impeller Diameter	3000 mm	

In addition, there is another identical 2 MV_2-3 double stage fan connected in parallel to the main mechanical ventilator & working as stand by and having capacity 186 m^3/sec, Speed -500 RPM and Water Gauge ranging from 130 mm to 140 mm, the Motor Power is 630 kW and Voltage 6.6 kV. However, 1600 kW Motor is also available and can be fitted, if required.

For ventilation of XVIII seam and XVII Top seam, 400 m horizon is intake and 280 m horizon is return. For ventilation of XVIT seam, the intake and return both are from 500MH. For ventilation of XVIB (i.e XVI Bot) seam, the intake is from 400 MH and return is from 500MH. For ventilation of XVI Comb and XV (T) & XV(B)seams, both intake and return are from 500 M horizon

5.10 METHANE GAS EMISSION

Gas Emission for ventilation has always been a major constraints in production at Moonidih underground mine. Though quantity of air is sufficient, the problems in ventilation are as follows:

- Rise of temperature and humidity in rainy season.
- Emission of methane gas in large quantity.

5.10.1 GAS EMISSION PROBLEM DURING DEVELOPMENT

Though there is emission of gas from coal during development of galleries, the main problem arises due to encounter of blowers in roof and floor cracks, small and large slip and faults. Initially in gas blowers there is irruption of water and then followed by emission of methane. During encounters of blowers the following steps are taken.

All the gate roads were being developed as a blind gallery for a long distance up to one kilometer. Now pair of galleries are being driven and inter connected at maximum interval of 300 meter to shift the last ventilation connection and to reduce, the length of blind headings and resistance of auxiliary fan with ducting.

- If the gas percentage is more and it is not controlled by one auxiliary fan, two fans are installed in intake sides with two sets of ducting to increase quantity of air at the face.
- In case gas percentage is still not under control, works are suspended for some days and wait till gas percentage in blowers are reduced or completely eliminated. The work may be suspended ranging from few days to even some months. In such circumstance, equipment and electrical setup are withdrawn and ventilation by auxiliary fan is maintained.
- On some occasions water and gas emission are so high that there is no other option than to allow submerging the gallery and all equipment in water after isolated of power connection.

5.10.2 GAS PROBLEM DURING EXTRACTION BY LONGWALL TECHNOLOGY

During development of gallery of 4.8 meter width and up to one kilometer length lot of blowers are encountered. So in a panel of 150m face length and one kilometer panel length, there is every chance of encounter of gas

blowers in large numbers during extraction. It is seen that during cutting in longwall, gas emission from coal face is very less, but the emission of gas is high mainly from goaf, which come out to tail gate by the side of last power support and barrier pillar of tail gate. It shows that not only coal contents methane; there is large quantity of gas trapped in coal bearing strata, which come out as blowers. This can be observed from the tabulated statement on quantity of gas recorded in each panels of all these seams.

5.11 INSITU GAS CONTENTS

Desorption studies in recently drilled bhs are tabulated hereunder:

Sl.No.	Well/ Borehole No.	Seam	Desorbed Interval (m)	Gas Content (daf) m^3/t
1	CBM#4	XVI Top	737.21-737.70	9.43
2	CBM#4	XVI Top	739.01-739.51	6.94
3	JSG	XVI Top	873.00-874.02	4.49
4	JSG	XVI Top	874.02-874.60	4.35
5	JSI	XVI Top	902.78-904.21	5.32
6	JSI	XVI Top	904.40-905.60	3.99
7	JSJ	XVI Top	984.80-986.00	8.59
8	JSJ	XVI Top	986.00-987.25	3.66
9	JSK	XVI Top	1095.23-1095.71	21.14
10	JSK	XVI Top	1096.60-1097.12	21.75
11	JSH	XVI Top	589.89-591.14	1.72
Average In-situ Gas Content				**8.30**

- It shows that gas content of XVI Top seam is about 8.30 m^3/ton and XV seam is about 12.52 m^3/ton;
- With increase of depth gas content is also increase;
- In practical situation, it is also observed that, gas emission increases as we move towards dip side of properties in Singra block.

5.12 Relevant Statutory Provisions in respect of Methane gas.

<u>CMR Reg - 153. Standard of ventilation</u>

(i) In every ventilating district, not less than six cubic meters per minute of air per person employed in the district on the largest shift or not less than 2.5 cubic meters per minute of air per daily tone output whichever is larger.

(ii) The percentage of inflammable gas does not exceed 0.75 in the general body of the return air of any ventilating district and 1.25 in any place in the mine;

CMR 160. Velocity of Air Current

The velocity of air current measured in meters per minute at the maximum span of along wall face in third degree gassy mine shall not be less than 75 m /min.

Circular42/1974, CMR 160

Maximum air velocities in longwall face is 4 meter/sec i.e. 240 m /min.

CMR 169 Determination of percentage of inflammable gas and of Environmental conditions

If any determination in any ventilating district shows the percentage of inflammable gas to exceed once and a quarter, the supply of electric energy shallbe cut off immediately from all cables and apparatus in the district, and a writtenreport thereof submitted to the Regional Inspector forthwith.

CONSTRAINTS TO VENTILATION QUANTITY

- Gas emission was about 24 Cum/min in tail gate of D12 Panel;
- Considering deployment of man power in largest shift of about 40 persons, quantity of air will be 240 Cum/min;
- Considering production desired to achieve target of 2500 ton/day, air quantity required to be 7500Cum/min;
- To maintain gas percentage of 0.5% in normal period air quantity required is 4800m^3/min, air velocity at face will reach to 8 m/sec, very high as per govt. circular;
- Quantity of about 2000 m^3/min is practicable possible but it will not sufficient to dilute gas to desired level.

5.13 IMPACT OF HIGH GAS EMISSION ON PRODUCTION

Cost of dangerous situation near AFC tail end in top gate due to high concentration of methane gas above permissible limit cannot be quantified if any mishap occurs. In addition to that the loss of production due to stoppage and delay that occurred in D12 panel is calculated as such:

- Gas emission from 22-35 m^3/min has been recorded in tail gate of D12 Panel;
- It has resulted in suspension of production process at times to comply with the requirements of providing adequate ventilation;
- Accordingly process of face operation had to be slowed down at times to control the gas emission;

5.14 PRESENT STATUS OF XVIT SEAM

The present status of XVIT seam is as below:

- The operation of Seam XVIT face operation has been outsourced through a Global Bid mechanism;
- Gas emission varying from 22-35m^3/min in tail gate of D12 Panel has been observed during the extraction process;
- The target was to achieve a production of 3.5 MTY in 5 Years by Longwall retreating with caving;
- Presently production from D-15 panel is in progress;
- Two Road headers are deployed for Gate Road Development;
- Presently planned extractable coal reserves is 5.28Mt.

****

SECTION-6

PROFORMA FOR BANK GUARANTEE, FOR BID SECURITY, PERFORMANCE BG, AGREEMENT, AFFIDEVIT, DECLARATION ETC

(ANNEXURE – A ToO)

ANNEXURE- A

FORMAT OF "LETTER OF BID"

PROFORMA FOR CONTRACTOR'S BID AND ACCEPTANCE OF BID CONDITIONS

(ON THE LETTER HEAD OF THE BIDDERAS ENROLLED ONLINE ON e - TENDERING PORTAL OF BCCL)

To:
The GM (CMC),
Contract Management Cell,
Level-V, KoylaBhawan,
BCCL Dhanbad (Jh)
Pin Code - 826 005

Sub: Letter of BID for the Work …….

Ref: 1. NIT No …….…….
2.Tender Id. No. ……..

Dear Sir,

This has reference to above referred tender. I/we have read and examined the conditions of contract, scope of work, technical specifications, BOQ and other documents carefully as available in website mentioned in NIT.

I /We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the tender conditions and tender 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 tender 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 BCCL.

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 BCCL.

Should this bid be accepted, I / we agree to furnish Bank Guarantee within 30 days of receipt of letter of acceptance and commence the work within 30 days of issue of letter of acceptance or within 7 (seven) days of handing over the site of work whichever is later. In case of our failure to abide by the said provision BCCL 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 future tenders for a minimum period of 12 months.

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

Annexure - B

FORMAT FOR SELF DECLARATION OF BIDDER OR AUTHORIZATION OF DSC HOLDER BY BIDDER

[If the digital signature certificate holder is the bidder himself then self-declaration of bidder to this effect in the format mentioned at (a) below, otherwise an authorization in the format mentioned at (b) below from the bidder to the DSC holder authorizing him to submit the offer on behalf of bidder.]

Ref: E-Tender Notice No. ……..…… dated …….

a) I …….. being …… (Post held in the company) of M/s ……. (Name of the Bidder), aged about …….. Years, son/daughter* of Shri …… residing presently at …….. on behalf of M/s …… (Name & address of the Bidder) do hereby declare that I myself is the bidder and is bidding for me, and for and in the name of the firm by using my Digital Signature Certificate.

OR

b) I …….. being …… (Post held in the company) of M/s ……. (Name of the Bidder), aged about …….. Years, son/daughter* of Shri …… residing presently at …….. on behalf of M/s …… (Name & address of the Bidder) do hereby authorise Mr./ Mrs.* …… son/daughter of …… resident of ……. to bid for me/ on our behalf*, and for and in the name of the firm by using his Digital Signature Certificate

Photocopy of Approval of Board of Directors or CEO of the company having no Board of Directors in this regard is enclosed.

……..
Signature
(Name & Designation with seal)

Dated:

- Strike out whichever is not applicable

Annexure - C

PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY BIDDER(S) FOR COMMITMENT, GENUINENESS OF THE INFORMATION FURNISHED ONLINE AND AUTHENTICITY OF THE DOCUMENTS UPLOADED ONLINE IN SUPPORT OF HIS ELIGIBILITY

FORMAT OF UNDERTAKING

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

a. I/We am/are submitting Bid for the work …….....against NIT No/Tender ID..... Dated…… and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
b. Myself/ Our Partners/Directors don't has/have any relative as employee of Bharat Coking Coal Limited.
c. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.
d. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
e. I/ We hereby authorize department to seek references / clarifications from our Bankers.

f. 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.
g. * 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.

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

Or

* I / We ……...have been banned by the organization named "_____" for a period of…… year/s, effective from ……. to……..(in case of Joint Venture(JV)/Consortium, name(s) of the Joint Venture(JV)/ConsortiumPartner(s)).

i. I/We have submitted only one bid as per provision of clause no. 2.4of ITB of Tender document.

j. I/We hereby confirm that the work experience indicated by me/us is for similar nature of work as defined in clause no. 1.6.1 of NIT.
k. I/We hereby confirm that the work experience & resources indicated by me/us does not include the work experience & resources of the sub-contractor as per

requirement of point no. 1 of Note under clause no. 1.6.1 of NIT.

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

m. I / we (including all members of Joint Venture(JV)/Consortium& sub-contractors) are not associated, nor has been associated in the past, directly or indirectly with the consultant or any other entity that has prepared the design, specification and other documents for the project or being proposed as engineer for the contract.

* Delete whichever is not applicable.

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

Annexure-D

PROFORMA OF MANDATE FORM FOR ELECTRONIC MODE PAYMENT

PROFORMA FOR COLLECTING PAYMENT THROUGH ELECTRONIC MODE INCLUDING ELECTRONIC FUND TRANSFER (EFT) & ELECTRONIC CLEARING SYSTEM (ECS)

1	**VENDOR/SUPPLIER/CONTRCTOR/CUSTOMER'S NAME & ADDRESS** (With Telephone No and Fax)	
2	**Permanent Account No.**	
3	**PARTICULARS OF BANK ACCOUNT**	
	A) BANK NAME	
	B) (i) **BRANCH NAME** (including RTGS code and IFSC code)	
	(ii) **ADDRESS**	
	(iii) **TELEPHONE NO & FAX NO.**	
	C) 9 – DIGIT CODE NUMBER OF THE BANK AND BRANCH (appearing on the MICR cheque issued on the bank) **OR** **5 – DIGIT CODE NO OF SBI**	
	D) ACCOUNT TYPE (S.B.Account/Current Account OR Cash Credit with code 10/11/13)	
	E) LEDGER NO/LEDGER FOLIO NO.	
	F) ACCOUNT NUMBER (Core Banking) & Style of Account (As appearing in the cheque Book)	
4	**DATE OF EFFECT**	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme. Any Bank charges levied by the Bank of such e-Transfer shall be borne by us.

Date: ( )

Signature of the **CUSTOMER/CONTRCTOR**

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

( )

Signature of the **AUTHORIZED OFFICIALS FROM THE BANK**

Annexure-E

FORMAT FOR CONTRACT AGREEMENT
(On Non- Judicial Stamp Paper)

Agreement No. Dated:

THIS ARTICLE OF AGREEMENT made on this _____day of _____ 201_ between the Bharat Coking Coal Limited, a Employer registered under the Indian Companies Act. 1956 with its registered office at Dhanbad and a Subsidiary of Coal India Limited, Govt. of India Undertaking, P.O. BCCL Township (Pin-826005) Dist. : Dhanbad (Jharkhand), (hereinafter referred to as the Employer which expression where the context so admit shall include its successors in interest and assign) of the one Part and _____ (hereinafter referred to as "the Contractor" which expression where the context so admit shall include its heirs, executors, administrators legal representatives, successors in business and assign) of the other part.

WHEREAS, the Employer invited bid for the Work "_____" and the bid of the Contractor has been accepted by the Employer vide their Letter No _____ dt. _____ for a sum of _____ *[Contract sum in figure & words]*

WHEREAS the Contractor has agreed to execute the works on the terms & conditions as stipulated in the Bid and subsequent amendments thereto for a sum of _____ *[Contract sum in figure & words]* for successful completion of the work.

NOW THIS AGREEMENT WITNESSESAND IT IS HEREBY AGREED AS

FOLLOWS:

1. In pursuance of the Agreement aforesaid and in consideration for the payment of the sum of _____ *[Contract sum in figure & words]* and/or such sum as may be payable to the contractor, the Contractor shall upon and subject to the said terms & conditions execute and complete the work shown upon in the said drawings and described in the said scope of work as provided for in the said conditions.

2. The time shall be considered as one of the essence of the contract and time for completion of the contract shall be ……. months from the date of commencement of work.

3. The parties hereto shall respectively and faithfully abide by and submit themselves to the terms & conditions and stipulations contained in this agreement and perform and discharge their part of contract accordingly.

4. This final Agreement has been arrived at between the parties after due consideration of the correspondences, documents, meetings and

negotiations held from time to time. The following documents shall constitute the Contract between the Employer and the Contractor. And each shall be read and construed as an integral part of the Contract

Part	Description of Documents
01.	Article of Agreement.
02.	Detailed Bid Notice.
03.	Notification of Award
04.	The Bid and Prices Schedules submitted by the Contractor
05.	Conditions of Contract
06.	Financial terms and conditions
07.	Any Other Documents

5. The Contract shall be executed within the purview of the Indian Laws.

In witness whereof the parties hereto have hereunder affixed their signatures at Dhanbad on the day, month and year written as above.

SIGNED, SEALED AND DELIVERED

Signed on behalf of the Contractor	Signed on behalf of the Employer
Designation	Designation
	Bharat Coking Coal Ltd., Koyla Bhawan, P.O-BCCL Township Koylanagar Dist. : Dhanbad-826005 (Jharkhand)

In the presence of

WITNESS - 1 (Signature) (Name in Block Letters) Official Address:	WITNESS - 1 (Signature) (Name in Block Letters) Official Address:
WITNESS - 2 (Signature) (Name in Block Letters) Official Address:	WITNESS - 2 (Signature) (Name in Block Letters) Official Address:

Annexure-F

GENERAL DETAILS
(To be submitted by Bidder/ each partner of Joint Venture (JV) or a Consortium)

Sl. No.	**Particulars**	**Reply**(by Bidder/ each partner of Joint Venture)
1.0	Full legal Name of the organization:	
2.0	Communication details	
	i) Full Postal Address(es)	
	ii) Name and designation of the contact person	
	iii) Telex No./ e-mail	
	iv) Telephone Code	
	v) Telephone No.	
3.0	Year in which established, Registration No. and date	
4.0	Ownership status	
4.1	a) Individual	
	b) Proprietorship Firm	
	c) Partnership Firm	
	d) Subsidiary Company	
	e) Joint Venture (JV)/Consortium	
	f) Joint Venture Company	
	g) Equivalent of (a) to (e) in case of foreign bidder	
4.2	Documentary evidence e.g. Certificate of Incorporation; Certificate of Registration; Memorandum & Articles of Association; Partnership Deed, etc. w.r.t. sl. no. 4.1 above	
4.3	Name and address of Chief Executive, President or Managing Director, Secretary or other persons authorised to bind the firm	
4.4	Organization set up	
5.0	In how many assignments and/ or projects penalties were imposed on you for delay? If your answer is “yes”, furnish details.	
6.0	Have you ever been black listed by any Govt. or Private organization? If your answer is “yes” by whom, when and why? Furnish details.	
7.0	In case of foreign entity, name and address of Indian representative, if any	
8.0	Other details	
8.1	Certificate of Registration as per statutory requirement under contract labour laws, as may be applicable.	
8.2	If registered with CIL or its subsidiaries (Quote registration no., date & name of the work)	

Annexure-G

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE/SECURITY DEPOSITE AS WELL AS FOR ADDITIONAL BANK GUARANTEE EQUIVALENT TO 30% of FOR DESTINATION LANDED COST OF THE IMPORTED EQUIPMENT QUOTED IN PRICE BID AND ACCEPTED BY BCCL

To,

_____

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

M/s ---------- (Name and address of the contractor)(herein after called "the contractor") has entered into a contract dated ---------- (herein after called the said contract) with M/s ---------- (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 the Bank guarantee from a Nationalised / Scheduled Bank for a sum of `---------- as security for due compliance and performance of the terms and conditions of the said contract.

The---------- (name of the Bank) having its office at_____ has at the request of the contractor agreed to give the Guarantee hereinafter contained.

We, the---------- Bank (hereinafter called "the Bank") do hereby unconditionally agree with the company that if the contractor shall in any way fail to observe or perform the terms and conditions of the said contract or shall commit any breach of its obligation there under, the Bank shall on demand and without any objection or demur 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 calling 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.

We, 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 `--------- as may be due to the company and as the company may demand. The 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 discharged the guarantee.

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

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

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to `---------- the guarantee shall remain in force till the day ---------- of ---------- and unless the Guarantee is renewed or claim is preferred against the Bank within six months from 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 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.

"The Bank Guarantee as referred above shall be payable at Kolkata Branch/Dhanbad Branch at.....(pl. specify name of Branch with address)"

Dated this---------- day of ---------- 20--

Signature of the authorized Person.
For and on behalf of the Bank.
Place:
Under jurisdiction of Dhanbad Court & Jharkhand High Court only.

Annexure – H

INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT
(To be signed on Plain Paper)

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

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

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

NOW, THEREFORE,

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

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

Enabling 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 info any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

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

d. The Bidder(s)/ Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees Only. The guidelines and terms and conditions for

Indian agents of the Foreign suppliers shall be as per the provisions as the Annexure-H/I of the document.

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 / Contract or / 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 Chairman

Coal India Limited / CMD, Subsidiary Companies.

Section 10 - Other provisions

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

(2) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium 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) Contractor)

(Office Seal)

Place ----———-

Date

(For & On behalf of Bidder/

(Office Seal)

Witness 2:
(Name & Address)

Witness 1:
(Name & Address)

Annexure – H/I

Guidelines for Indian Agents for Foreign supplier

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. alongwith the offer. The firm (Indian Agent) should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent.

   In case an Indian Agent is participating in a tender on behalf of one manufacturer, it is not allowed to participate / quote on behalf of another manufacturer in this tender or in a parallel tender for the same item. Further, in a tender, either manufacturer can quote or its 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 prjncipal 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.

Annexure – I

Tender Inviting Authority: General Manager (CMC), BCCL, Dhanbad
Name of Work: Pre-Drainage of Methane from Moonidih Mining Area
NIT No: BCCL/Moonidih/2
Bidder Name:

TECHNICAL PARAMETER SHEET

S. No *	Item Code *	Description of Item *	Bidder's Eligibility Status	Specification Parameter *	Unit of Measure *	Evaluation Criteria (To be selected from drop down box in each cell) *	Others1	Others2	Required Value * Start Value	Required Value * End Value	Bidder's value *	Eligibility Specification wise	Eligibility Overall
1	Item1	ELIGIBILITY CRITERIA (1.6 of Section-1 of NIT)	1	Credential Requirements w.r.t. Technical Capacity as per Clause No.[1.6.1 Under Section-1 of NIT]									NON-COMPLIED
				PAST EXPERIENCE: The Bidder as a single entity, Joint Venture or Consortium must have sucoessfully Operated at least two (02) projects in the last ten (10) years in India or abroad ending last day of month previous to the one in which bid applications are invited relating to a) OR b) below								FALSE	
			a) OR b) or both	a) Pre-drainage of methane from Underground Working Panel;	NA	YES or NO			YES		SELECT	FALSE	
				b) Coal Mine Methane (CMM)/Coalbed Methane (CBM) drilling projects including Resource Assessment, Reservoir Modeling, Gas Drainage	NA	YES or NO			YES		SELECT	FALSE	
			Provided That	I. At least one project must be in running/completed panels for Pre-drainage of Methane from Underground coal mine.	NA	AGREED or DISAGREED			AGREE		SELECT	FALSE	
				II. At least five (05) million cubic meter (MCM) of Methane gas per year must have been extracted in each project for at least three consecutive years	NA	AGREED or DISAGREED			AGREE		SELECT	FALSE	
			Minimum Requirement	The details of the works against whose documentary evidences will be submitted: Please Enter the Work Experience of Bidder as a sole bidder or a Consortium Member as applicable	Sl. No.	Name of Work	Reference of Work Order/ Agreement Number with date in the format dd-mmmm-yyyy e.g. 08-June-1990	Name & address (including e. mail id and phone number) of Employer/Work Order issuing authority	Start Date of Qualifying Experience in the format dd-mmm-yyyy e.g. 08-Jun-1990	End Date of Qualifying Experience in the format dd-mmm-yyyy e.g. 08-Jun-1990	%Share of the Bidder as a Consortium Member or as Sole Bidder (100%) in the Given Work Experience (do not type %sign)		
				SELECT TYPE OF ASSIGNMENT	1.A							FALSE	
				SELECT TYPE OF ASSIGNMENT	2.A							FALSE	
				SELECT TYPE OF ASSIGNMENT	3.A							FALSE	
				SELECT TYPE OF ASSIGNMENT	4.A							FALSE	
				FINANCIAL TURNOVER of Bidder as per Clause No.1.6.2 Under Section-1 of NIT:									
				The Bidder must have an Average annual financial turnover during the last 3(three) years, ending 31st March of 2019, at least 30% of the estimated cost (i.e. 30% of INR 1405.738 Million) put to tender	NA	AGREED or DISAGREED			AGREE		SELECT	FALSE	
				Details of FINANCIAL TURNOVER of Bidder as per Clause No.1.6.2 Under Section-1 of NIT:									
				ANNUAL FINANCIAL TURNOVER during the latest past 03 consecutive years. [Please refer Para 1.6.2]: Please Enter the Financial Turnover of Bidder		Financial Year	Name of CA or Equivalent authority		Membership No of CA or Equivalent authority	Currency of Turnover	Amount of Turnover		
										INDIAN RUPEE (INR)		FALSE	
												FALSE	
												FALSE	
										Average annual Turnover	0.0000	FALSE	
				WORKING CAPITAL of Bidder as per Clause No.1.6.3 Under Section-1 of NIT:									
				Evidence of possessing adequate working capital ("at least 20% of the Estimated cost" 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	NA	AGREED or DISAGREED			AGREE		SELECT	FALSE	
				Details of WORKING CAPITAL of Bidder as per Clause No.1.6.3 Under Section-1 of NIT:									
				Details of adequacy of a minimum WORKING CAPITAL. [Please refer Para 1.6.3]: Please Enter the Working Capital of Bidder		Date of issue of certificate by bank regarding evidence of adequacy of a minimum working capital	Name of Bank		Address of Bank	Currency of Value	Value of access to credit issued by Bank in the name of bidder (Minimum INR 281.15 Million Total)		
										INDIAN RUPEE (INR)		FALSE	
										INDIAN RUPEE (INR)		FALSE	
										INDIAN RUPEE (INR)		FALSE	
										INDIAN RUPEE (INR)		FALSE	
										INDIAN RUPEE (INR)		FALSE	
										TOTAL	0.00	FALSE	
				EXPERIENCE of KEY PERSONNEL as per Clause No.1.6.4 Under Section-1 of NIT:									
				Bidder has to agree to the eligibility criteria in respect of Experience of Key Personnel i.e. as per Clause 1.6.4 here	NA	AGREED or DISAGREED			AGREE		SELECT	FALSE	
				Details of Eligibility Criteria in respect of Experience of Key Personnel:									
				The bidder must posses "Key Personnel" (Minimum Number) of the mentioned categories with requisite qualification and experience. The bidder has to designate one of the team member as the Team-Leader.	Sl. No.	Skill of Key Personnel	Requisite Qualification (Minimum) & Experience in years	Min. Experience in Years	Minimum numbers to be deployed for eligibility				
					1	Team Leader- Expertise in CMM or CBM Project	Master's degree in Geo-sciences / Bachelor's degree in Mining or equivalent	10	1	Page Nos. of the CV Submitted			
					Sl. No.	NAME	QUALIFICATION	EXPERIENCE in Years	Number of Similar assignments completed				
				Please give information in respect of Team Leader- Expertise in CMM or CBM Project	I							FALSE	
					2	Team Member- Financial or Management Expert	Degree in Management /Finance /CA or equivalent	5	1	Page Nos. of the CV Submitted			
					Sl. No.	NAME	QUALIFICATION	EXPERIENCE in Years	Number of Similar assignments completed				
				Please give information in respect of Team Member- Financial or Management Expert	I							FALSE	
					3	Team Member - Team Member- Technical Expert	Bachelor's Degree in Mining / Reservoir/Drilling Engineering, Master's Degree in Geosciences or equivalent	5	2	Page Nos. of the CV Submitted			
					Sl. No.	NAME	QUALIFICATION	EXPERIENCE in Years	Number of Similar assignments completed				
				Please give information in respect of Team Member- Technical Expert	I							FALSE	
					II							FALSE	

***TECHNICAL PARAMETER SHEET
***PLEASE ENTER THE DETAILS AS PER THE INFORMATION AND DOCUMENTS YOU HAVE W.R.T. YOUR OFFERED ITEM/S
BY TENDER INVITING AUTHORITY

ANNEXURE-J

UNDERTAKING FOR SUBMISSION OF CERTIFICATE OF REGISTRATION ISSUED BY PROVIDENT FUND (CMPF /EPF) AUTHORITIES
(To be submitted on Bidder's Letter Head)

I / We, ..., Proprietor/Partner/Legal Attorney/Director/ Accredited Representative of ...., solemnly declare that:
I / We will submit Certificate of Registration with provident fund (CMPF/EPF)authoritiesissued by provident fund authorities on the name of ..... (Name of Company) after Award of Work at the time of execution of agreement.

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

Annexure – K

FORMAT FOR UNCONDITIONAL BANK GUARANTEE IN LIEU OF RECEIVING PAYMENT AGAINST THE SECURITY DEPOSIT ACCRUED BY PAYING THE RUNNING BILL AT 95%, i.e THE RETENTION MONEY DEDUCTED @ 5% FROM RUNNINGBILLS

To
M/s. Bharat Coking Coal Limited
KoylaBhawan, Koyla Nagar
Dhanbad – 826005

Sub : Bank Guarantee No. ..... Date .....
Bank Guarantee Amount INR / Rs. ..... {(Indian Rupees .....(in words)}
Valid up to .....
Claim Period up to .....

Ref : Application No. ..... Dated ..... submitted by M/s. ..... (Contractor) and letter No. ..... dated ..... issued by General Manager, ... Area, BCCL.

M/s. ..... (Name and Address of the Contractor) (hereinafter called the Contractor) has entered into a contract under NIT No. ..... dt..... LOA vide letter No. ..... dt..... and work order / Agreement no. ..... dt..... (hereinafter called the said contract) with M/s. Bharat Coking Coal Limited (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.

The Contractor agreed that it shall furnish the Bank Guarantee from a Nationalised / Scheduled Bank encashable at Dhanbad Branch / Kolkata Branch for a sum of INR ..... (Indian Rupees .....) as security in lieu for receiving payment against the Security deposit accrued annually by paying the running bill at 95%, i.e the Retention money deducted @ 5% from running bills.

The ..... (Name of the Bank) having Registered Office at .....and one of its branches at .....has at the request of this contractor agreed to give this Guarantor herein under contained.

We, the ....., Bank (hereinafter called “the Bank”) do hereby unconditionally agreed with the Company that the Bank shall merely on demand in writing without raising any question or objection or demur shall pay to the company the said sum of INR ..... (Indian Rupees .....) or such portion as shall then remain due 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 calling 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 any ground that the Contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or any legal proceeding is pending between the company and the contractor regarding the claim in any forum.

We, the ..... Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till ..... (90 daysbeyond the last date of Guarantee Period). However, if so required by the company, before expiry of the validity of this guarantee, the bank shall renew the

period of validity of the Bank Guarantee against request for a further period, 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, failing which it shall pay to the company the said sum of INR ..... (Indian Rupees .....) or such lesser amount of the said sum of INR ..... (Indian Rupees .....) 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 INR ..... (Indian Rupees .....) and interest are fully satisfied and the Company certifies that the Contract has been successfully 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 from time to time, to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the contractor and to forbear to enforce any of the terms and conditions relating to the said contract and the bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor or to any forbearance, act or omissions on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever 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 against service of their written claim on the Bank within ....., the said sum of INR ..... (Indian Rupees .....) or such lesser sum as may then be deemed to the company and as the company may require.

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to INR ..... (Indian Rupees .....) the guarantee shall remain in force till the ..... day of ..... and unless the guarantee is renewed or claim is preferred against the bank within the said date all rights of the company under this guarantee shall ceases and the bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding clause.

The Bank Guarantee as referred above shall also be encashable at Dhanbad Branch / Kolkata Branch at ..... (pl. Specify name of the Branch with address).

This guarantee shall 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 ..... &Sri .....who have signed it on behalf of the Bank have authority to do so on mentioning identity code no. of the said signatories.

Dated, this ..... day of .....

Signature of the authorized person

For and on behalf of the Bank

Place

Under jurisdiction of Dhanbad Court & Jharkhand High Court only.

<u>Bidders should accept on line the e-Tender Portal User Agreement enclosed as annexure L</u>

Annexure-L

The User Portal Agreement

The bidder shall accept User Portal Agreement online during bid submission as per prescribed format available in portal. User Portal Agreement will be the part of tender document.

Annexure-M

PROFORMA OF JOINT VENTURE AGREEMENT

(On Non-Judicial Stamp paper of appropriate value as per provision of the Stamp Act applicable in the concerned state)
This Joint Venture agreement is made on this ……..day of……..
AMONGST/BETWEEN
M/s……, having its registered Office at ……...
Represented by Shri…….(Name and Designation) of M/s……...Who has power of Attorney to enter into Joint Venture with……...and
Sign all documents/agreements on behalf of M/s…… (hereinafter referred to as"……")
AND
M/s……, having its registered Office at ……...
Represented by Shri…….(Name and Designation) of M/s……...who has power of Attorney to enter into Joint Venture with……...and
Sign all documents/agreements on behalf of M/s…… (hereinafter referred to as"……").
The expressions M/s ……..and M/s…….Shall, wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as "Joint Venture / Parties" and individually as "Joint Venture /Party".
WHEREAS M/s…….and M/s……agreed to form a Joint Venture in order to join their forces to obtain best results from the combinations of their individual resources of technical and management skill, finance and equipment for the benefit of the project and in order to submit the Bid for the work of "…….....……
……..
(hereinafter referred to as "Project") under……..(Name of Company(hereinafter referred to as "the principle Employer").
The Parties hereby enter into this Joint Venture Agreement (hereinafter referred to as "Joint Venture") 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) None of the parties of the Joint Venture shall be allowed to assign, 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 term 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) <u>LEAD PARTNER</u>.

M/s……. shall be the Lead Partner of the Joint Venture and is responsible for performing a key function in contract management. M/s……. shall be attorney of the parties duly authorized to incur liabilities and receive instructions for and on behalf of any and all partners in the Joint Venture and also all the partners of the Joint Venture shall be jointly and severally liable during the bidding process and for the execution of the contract as per contract terms with the employer in accordance with the power of attorney annexed. All Joint Venture partners M/s…….. & M/s…….. 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.

<u>REPRESENTATIVE OF THE PARTNERS OF THE JOINT VENTURE</u>.

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.

JOINT VENTURE	Partner	Name	Position in the respective Company
M/s……		……	……..
M/s……..		……..	……..

3) <u>PARTICIPATION SHARE & WORK RESPONSIBILITIES</u>.

3.1 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)

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

3.3 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.

4) <u>JOINT AND SEVERAL LIABILITIES.</u>

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.

5) <u>WORKING CAPITAL</u>

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

6) <u>BID SECURITY:</u>

Bid Security, Bank Guaranteeand other securities shall be paid by the Joint Venture except as otherwise agreed.

7) <u>PERSONNEL & EQUIPMENT</u>

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.

8) <u>NON PERFORMANCE OF RESPONSIBILITY BY ANY PARTY OF JOINT VENTURE.</u>

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, 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.

9) 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.

10) 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.

11) 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.

12) 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.

13) MISCELLANEOUS:

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.

14) APPLICABLE LAW

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

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

For ……..
Signature _____
(Name &Address)
……..

(Official Seal)

Place ……..

Date ……

For……..
Signature _____
(Name&Address)
……..

(Official Seal)

Place ……..

Date ……

Witness
Signature ……..

(Name & Address)

……..

Witness
Signature ……

(Name&Address)

……..

Annexure-N

PROFORMA OF CONSORTIUM AGREEMENT

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

This Consortium agreement is made on this ……..day of……..
AMONGST/BETWEEN

M/s……, having its registered Office at ……...
Represented by Shri…….(Name and Designation) of M/s……...Who has power of Attorney to enter into Consortium with……...and
Sign all documents/agreements on behalf of M/s…… (hereinafter referred to as"……")

AND

M/s……, having its registered Office at ……...
Represented by Shri…….(Name and Designation) of M/s……...who has power of Attorney to enter into Consortium with……...and
Sign all documents/agreements on behalf of M/s…… (hereinafter referred to as"……").

AND

M/s……, having its registered Office at ……...
Represented by Shri…….(Name and Designation) of M/s……...Who has power of Attorney to enter into Consortium with……...and
Sign all documents/agreements on behalf of M/s…… (hereinafter referred to as"……")

The expressions M/s ……..and M/s…….and M/s……Shall, wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as "Consortium / Parties" and individually as "Consortium /Party".

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

…….. (hereinafter referred to as “Project”) under……..(Name of Company(hereinafter referred to as “the principle Employer”).

The Parties hereby enter into this Consortium Agreement (hereinafter referred to as “Consortium”) 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) <u>FORMATION AND TERMINATION OF THE CONSORTIUM</u>.

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

a) The Office of the Consortium shall be located at…… and the site office will be located at the site of the Project. All communication regarding the project will be made to…… Telephone Nos……..
b) The parties of the Consortium shall be allowed to assign, pledge, sell or otherwise dispose all or part of its respective interests in the Consortium to any party including the existing partner of the Consortium only as per the terms and condition under this contract.
c) The term of the Consortium shall begin as on the date first set forth above and shall terminate on the earliest of the following dates.

    i) The Consortium fails to obtain qualification from the Employer.
    ii) The Contract for the Project is not awarded to the Consortium.
    iii) The Employer cancels the Project
    iv) Either Party commits material breach of this Agreement and fails to cure such breach within the period designated by the non-defaulting Party
    v) Both parties agree to terminate this Agreement in writing.
    vi) The Project is completed including defects liability period to the satisfaction of the Employer and all the parties complete any and all duties, liabilities and responsibilities under or in connection with the Contract and the Consortium Agreement.

2) <u>LEAD MEMBER</u>

M/s……. shall be the Lead Member of the Consortium and is responsible for performing a key function in contract management. M/s……. shall be attorney of the parties duly authorized to incur liabilities and receive instructions for and on behalf of any and all members in the Consortium and also all the members of the Consortium shall be jointly and severally liable during the bidding process and for the execution of the contract as per contract terms with the employer in accordance with the power of attorney annexed. All Consortium members 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 Consortium.

REPRESENTATIVE OF THE MEMBERS OF THE CONSORTIUM.

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

Consortium Member	Name	Position in the respective Company
M/s……	……	……..
M/s……..	……..	……..
M/s……..	……..	……..

3) PARTICIPATION SHARE & WORK RESPONSIBILITIES.

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

M/s…….. : ……..…..% (……..per cent)*
(Lead Member should have minimum 26% stake)
M/s…….. : ……..…..% (……..per cent) and
M/s…….. : ……..…..% (……..per cent)

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

3.3 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. The Lead member in the consortium shall be overall responsible for the execution of the contract.

4) BID SECURITY:

Bid Security, Bank Guarantee and other securities shall be paid by the Lead member except as otherwise agreed.

5) PERSONNEL & EQUIPMENT

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

6) NON PERFORMANCE OF RESPONSIBILITY BY ANY PARTY OF CONSORTIUM.

a) As between themselves, each Party shall be fully responsible for the fulfillment of all obligations arising out of its scope of the work for the Project to be clarified subject to the Agreement between the Parties and shall hold

harmless and indemnified against any damage arising from its default or non-fulfillment of such obligations.

b) If any Party fails to perform its obligations described in this Agreement during the execution of the Project and to cure such breach within the period designated by the non-defaulting party, then the other party shall have the right to take up work, the interest and responsibilities of the defaulting party at the cost of the defaulting party.

c) Stepping into the shoes of the existing partner of Consortium with all the liabilities of the existing member from the beginning of the contract with the prior approval of company.

d) Notwithstanding demarcation or allotment of work of between/amongst Consortium, Consortium shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work subject to clause 1.5.1.3.

e) In case bid being accepted by Company, the payments under the contract shall only be made to the Lead Member and not to the individual members.

7) LIMIT OF CONSORTIUM ACTIVITIES.

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

8) 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.

9) 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.

10) MISCELLANEOUS:

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.

11) APPLICABLE LAW

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

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

For ……..
Signature _____
(Name &Address)
……..

(Official Seal)

Place ……..

Date ……

For……..
Signature _____
(Name&Address)
……..

(Official Seal)

Place ……..

Date ……

Witness
Signature ……..

(Name & Address)

……..

Witness
Signature ……

(Name & Address)

……..

Annexure-O

DETAILS IN RESPECT OF EQUIPMENT AND ACCESSORIES ALONG WITH INDEX OF THE COUNTRY OF ORIGIN FOR WHICH CURRENCY HAS BEEN OPTED
(To be submitted by Bidder)

Sl. No.	Particulars	Details
1.0	Specification of overseas/foreign equipment (for which prices has been quoted in other than INR)	
	i. Name and quantity of equipment	
	ii. Details in respect O.E.M. including country of manufacture for equipment and spare parts	
	iii. Characteristics/Purpose of equipment	
2.0	Specification of indigenous equipment (for which prices has been quoted in INR)	
	i. Name and quantity of equipment	
	ii. Details in respect O.E.M. for equipment and spare parts	
	iii. Characteristics/Purpose of equipment	
3.0	Index for the country as mentioned in 1(ii) above i.e. index of country of the origin of which currency has been opted by the Bidder to quote for equipment and accessories. The index specified should be in the public domain of the country of origin. The confirmatory document in respect of the same shall be uploaded as per clause 1.11(16) of NIT.	

BHARAT COKING COAL LIMITED

(A Mini Ratna Company)

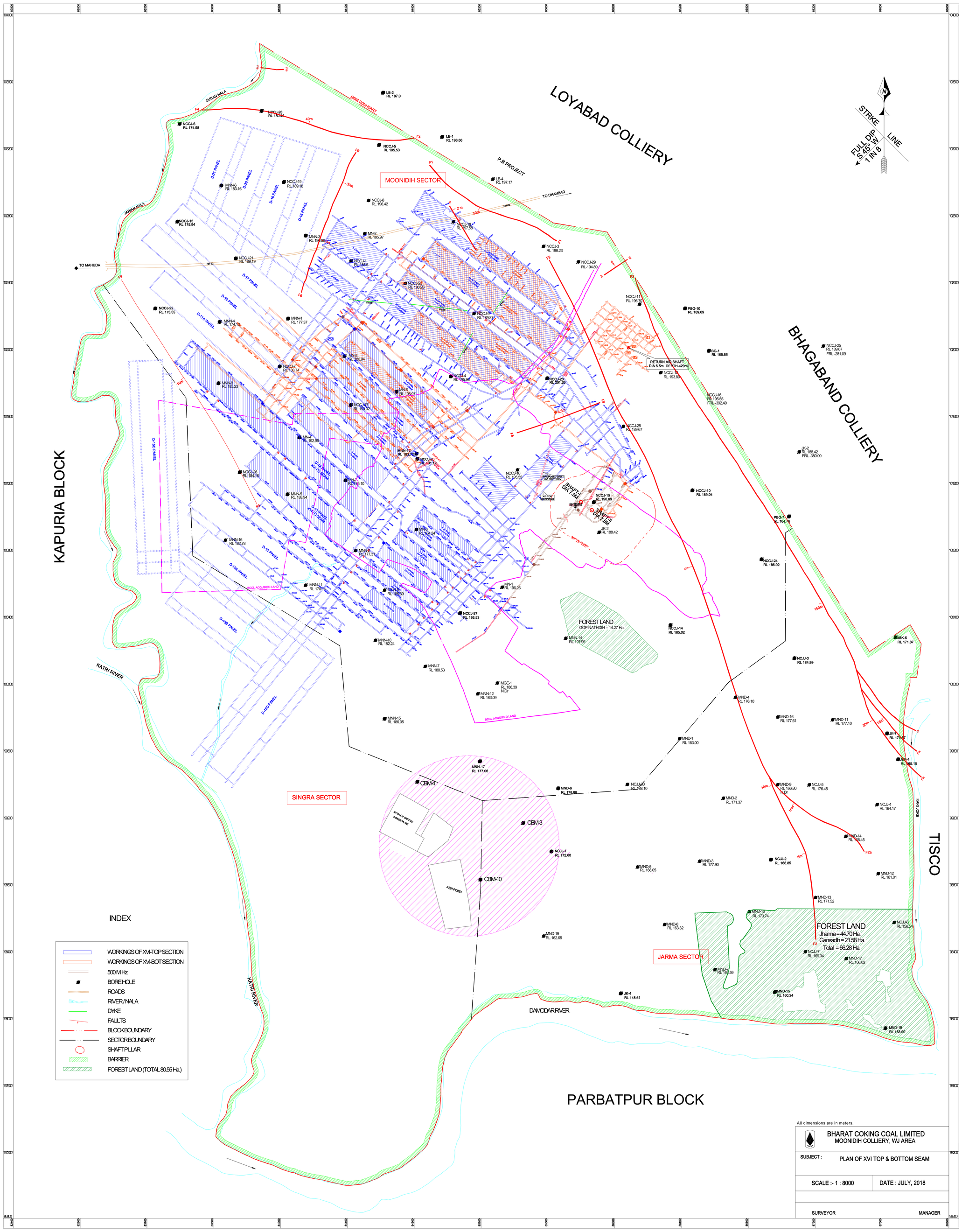
e-TENDERDOCUMENT

PRICE BID (PART - II)

NAME & PLACE OF WORK: "Coal Mine Methane (CMM) Drainage and Utilization (Power Generation) of Methane on concept to commissioning basis from Moonidih Underground Coal Mine from Coal seam XVI Top (seam & adjoining areas contributing to methane in the coal face) for safe and successful coal production operation from Longwall panels" at Moonidih XVI Top Seam Underground Mine, W J AREA, BCCL, Dhanbad (Jharkhand)

- **NIT No.:** BCCL/CMC/e-Tender/Global/CMM/Moonidih/2020/125 Date: 31.03.2020
- **Estimated Cost:** INR 140,57,38,000 (INR One hundred Forty Crore Fifty Seven Lakhs Thirty Eight Thousand only)
- **Amount of Earnest Money / Bid Security: ₹ 50,00,000/-**(INR Fifty lakhs only)
- **Date & Time of submission of Tenders: - As per NIT**

NOTE: The price bid containing the Bill of Quantity (BOQ) will be in excel format and will be downloaded by the bidder and they will quote the rates for all items/heads/sub-heads on this excel file.


LOYABAD COLLIERY
BHAGABAND COLLIERY
KAPURIA BLOCK
PARBATPUR BLOCK
TISCO
MOONIDIH SECTOR
SINGRA SECTOR
JARMA SECTOR
STRIKE LINE
FULL DIP S 45° W 1 IN 8
MINE BOUNDARY
P.B PROJECT
TO DHANBAD
TO MAHUDA
JARIAN NALA
KATRI RIVER
DAMODAR RIVER
KARJORE
FOREST LAND
GOPINATHDIH = 14.27 Ha.
FOREST LAND
Jharma = 44.70 Ha.
Gansadih = 21.58 Ha.
Total = 66.28 Ha.
RETURN AIR SHAFT DIA 6.5m DEPTH-420m
SHAFT-I DIA 7.5M
SHAFT-II DIA 7.5M
ASH POND
INDEX
WORKINGS OF XVI-TOP SECTION
WORKINGS OF XVI-BOT SECTION
500 M Hz
BORE HOLE
ROADS
RIVER / NALA
DYKE
FAULTS
BLOCK BOUNDARY
SECTOR BOUNDARY
SHAFT PILLAR
BARRIER
FOREST LAND (TOTAL 80.55 Ha.)
All dimensions are in meters.
BHARAT COKING COAL LIMITED
MOONIDIH COLLIERY, WJ AREA
SUBJECT : PLAN OF XVI TOP & BOTTOM SEAM
SCALE :- 1 : 8000
DATE : JULY, 2018
SURVEYOR
MANAGER