

BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited)

BOOKLET FOR CONTRACTS ON

SCHEDULE

INCLUDING RATES-NORMS

TERMS AND CONDITIONS

Vol. – II

(PART-B FOR ESTIMATED VALUE OF Rs. 50 LAKH or ABOVE)



ALL PAGES TO BE SIGNED WITH DATE AND SEAL BY THE PROSPECTIVE APPLICANT AS A TOKEN OF ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED IN THIS REGISTRATION BOOKLET & ENCLOSURES SUBMITTED

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GENERAL INFORMATION

1. The Discount Bid Notice will be available at the GeM portal <https://gem.gov.in/>. The valid SOR registered contractors shall visit the GeM portal regularly for any information. No hard copy of Discount Bid Notice/separate information will be sent to individual SOR registered contractors.
2. No work based on SOR will be awarded over and above or at par the then prevailing approved and notified schedule of rates. The bidder must offer discount on the SOR.
3. Failure of the successful bidder to submit Performance security/ Initial security deposit within specified time as per the provision of **Clause No. 4.2** of General Terms and Conditions of NIT/Bid document, signs the Agreement, or does not start the work within stipulated time shall constitute sufficient ground for following penal action:
 1. Cancellation of the award of work.
 2. Cancellation of SOR registration of the contractor.
 3. Debar such defaulting contractor as per provisions of the NIT.
 4. Forfeiture of EMD

After imposition of penal action as at (2) above, such defaulting contractor may apply for re-registration to the Director Technical, BCCL. Re-registration of such defaulting contractor will be under discretion of Director Technical, BCCL. The re- registration will be treated as fresh registration and compliance of all the provisions required for new registration need to be followed for Re-registration purpose.

4. 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.
5. Apart from the above transportation and loading rates the SOR contractors shall be eligible for compensation/ payment for the following:
 - (i) **PICKING CHARGES** - shall be payable only at mines where the same is being paid subject to the condition that the CGM/ GM of the Area shall certify that picking has been done. No new source / mine shall come under the purview of picking charges except with specific approval of BCCL Board. The rates payable per tonne of coal handled shall be as circulated by Headquarter
 - (iii) **WEIGHTMENT CHARGES**- Rs.1.24/tonne per weightment of coal shall become payable for any distance slab only after verification of weightment challans.
6. **Lead (Distance) Measurement:**
 - (a) In all cases, lead (distance) means the one way shortest distance of transportation route.
 - (b) The lead slabs (distance) shall be as circulated by HQ.
 - (c) All lead measurements will be determined by a Committee consisting of Area representatives as nominated by CGM/GM of the concerned Area and one representative of Industrial Engineering Dept. BCC LH.Q. or as decided by

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concerned Director (Technical). The lead measurement thus taken shall have to be approved by concerned Director (Technical), BCCL. The lead measurements thus approved shall be valid until there is a change in the route of transportation.

- (d) No measured approved route should be changed without the approval of the concerned Director (Technical). The responsibility of communicating the conceived/proposed changes in the route shall rest with the Area Transport Officer or the person nominated for this purpose by CGM/ GM of the Area. In case of any change in the route the proposal for changing such route isto undergo the process defined in 10 (c).
- (e) The distance of all the routes for transportation are also to be verified at regular interval **not exceeding three years** for any route by IED/BCCL or as directed by concerned Director(Technical) and to communicate changes if may found during the surprise checks.
- (f) The lead distance slab in transportation of coal/sand/OB should be within a particular distance slab if the distance measurement falls within that slab and if any extra distance is beyond a particular distance slab, it should be considered for the next slab, i.e. if distance is within and up to 1 km, it should be in distance slab of 0-1 km and if it is more than 1 km and within & up to 2 km, it should be considered in 1-2 km slab and so on and the rates/payment should be made accordingly. This procedure for fixation of lead distance slab and payment thereof will be applicable for all ongoing contracts from the date of approval and also will be applicable for future contracts.

If the actual measured distance in a particular slab fall within +100 meters from upper limit of that slab, then it should be measured thrice by the standing distance measurement committee and lowest of the three measurements would be taken as actual distance. Then it will be verified by a check measurement committee at HQ level duly constituted by D(Tech)OP. The observation of the check measurement committee will be taken as final and binding.

- 7. The rate of SOR does not include royalty / Cess and if these are payable the same shall be paid by the Management to the respective State Govt.

8. Registration for SOR Contractors

- (a) The registration process is open to facilitate further registration of new agencies as per procedure.
 - (b) The validity of registration will be for 2 years. The existing SOR registered transporters whose registration is going to expire are also required to apply for registration as per procedure. Their registration will come into force from the date of expiry of their existing registration provided that they apply for new registration before expiry of their existing registration and fulfill all the requirements of registration.
- 9. If any SOR registered contractor is blacklisted/debarred by BCCL his bid will be cancelled.

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INSTRUCTIONS TO BIDDERS

1. SCOPE OF BIDDER

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

2. ELIGIBLE BIDDERS

- 2.1 The invitation for bid is open to all eligible valid SOR registered contractors of BCCL (registered under the category of transportation of coal and sand) having eligibility to participate as per **Eligibility and Experience Criteria** mentioned in Buyer Added Bid Specific ATC
- 2.2 The bidders, who have valid registration as a SOR contractor in BCCL for Coal & Sand Transportation works and fulfilling the above criteria, can participate in the tender after getting them registered in the GeM portal <https://gem.gov.in/> . The SOR registration of the bidder must be valid throughout the tendering process till the award of work and subsequently should remain valid throughout the contract period.
- 2.3 The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.
- 2.4 Procurement from Micro and Small Enterprises (MSEs) shall be applicable for Service Tenders in accordance to the notification of Govt of India (GoI) and including its amendment(s) as notified by GoI from time to time.
- 2.5 Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) issued by Govt. of India as amended from time to time shall be applicable.

3. ELIGIBILITY CRITERIA OF THE BIDDER

All bidders shall fulfill the eligibility / qualifying criteria as detailed under **Eligibility and Experience Criteria** mentioned in Buyer Added Bid Specific ATC.

4. ONE BID PER BIDDER

- 4.1 Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or as a Company registered under Companies Act. 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.
- 4.2 Deleted.

5. COST OF BIDDING

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

6. SITE VISIT

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

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

7. CONTENT OF BIDDING DOCUMENTS

7.1 The set of bidding documents comprises the documents listed in below

- i. Notice Inviting Tender.
- ii. General Information & Instructions to Bidders.
- iii. Conditions of Contract (General Terms & Conditions, Special Terms and Conditions, special notes & additional terms & conditions, Vocational training and safety norms etc.),
- iv. Various Annexures, Forms of Securities, Affidavits, form of Article of Agreement etc,
- v. Scope of work/Bill of Quantities,
- vi. Pre-contract Integrity Pact.
- vii. Proforma for e-Mandate.
- viii. Guidelines on Debarment of firms from Bidding,
- ix. Code of Integrity for Public Procurement.
- x. Other documents, if required.
- xi. Corrigendum, if any.
- xii. General Terms and Conditions of GeM portal

8. CLARIFICATION OF BIDDING DOCUMENTS

The Bidder may seek clarification online as per the functionality of GeM portal. The Department will clarify as far as possible the relevant queries of Bidders. The Tender Inviting Authority will be responsible for replying/responding to the clarifications online within the prescribed time frame. However, if the Tender Inviting Authority feels that the query is of such a nature that advice of Tender Committee or any other authority is required to give clarification, he may do so to reply the queries within the prescribed time limit as per GeM portal.

9. CORRIGENDUM TO NIT

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

10. LANGUAGE OF BID

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

11. BID PRICES

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

11.2 The Bidder shall quote percentage (discount) rate for overall value of the work described in the Bill of Quantities. The quoted percentage rate by the Bidder shall be

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

- 11.3 All duties, taxes (excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable) only) and other levies payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST either payable by bidder or by company under reverse charge mechanism shall be computed as per relevant norms. All investments, operating expenses, incidentals, overheads, leads, lifts, carriages etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

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

Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor.

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

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

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

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

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

11.6 If a firm quotes NIL charges/ consideration, the bid shall be treated as unresponsive and will not be considered.

12. CURRENCIES OF BID AND PAYMENT

12.1 The percentage discount rate quoted by the Bidder and the subsequent contract price entirely in Indian Rupees.

13. BID VALIDITY

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

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

14. BID SECURITY/EARNEST MONEY DEPOSIT

Earnest Money/ Bid Security is 1.25 % of the annualized value of estimated cost/estimated cost whichever is less, rounded off to next hundred rupees subject to maximum of Rs.50 Lakhs

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 detailed below:-

The Bidder will have to make the payment of EMD online through NEFT/RTGS only. Bidders will upload the proof of transfer of EMD in the bid including transaction Id/number.

Name of beneficiary and details	Name	Bharat Coking Coal Limited
	Bank A/C no. of beneficiary	
	IFSC Code	
Beneficiary's Bank, Branch and Address	Beneficiary's Bank	
	Branch and Address	

The Earnest Money/ bid security for the unsuccessful Bidder shall be refundable as promptly as possible. The EMD shall bear no interest. No Bid will be accepted unless accompanied by requisite Bid Security/ Earnest Money Deposit as stated above.

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

14.3 The EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the cases where EMD is to be forfeited).

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

14.5 The Bid Security/Earnest Money may be forfeited:

- a. if the Bidder withdraws the Bid after the end date of Bid submission during the period of Bid validity / extended validity with mutual consent; or
- b. in the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Performance Security Deposit/ Additional Performance Security, if any.

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

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

14.7 No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.

14.8 If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason, then it will be paid through conventional system of e-payment. For this purpose, if required, Tender Inviting Authority will obtain the Mandate Form from the Bidder

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

14.10 If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then the EMD will be refunded after the opening of tender.

15. SIGNING AND SUBMISSION OF BID

a. In order to submit the Bid, the bidders have to get themselves registered online on the GeM portal (<https://gem.gov.in/>). The registration should be in the name of bidder for Individual, Proprietorship firm, Partnership firm, Company registered under Companies Act

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

c. The Bidders will have to accept unconditionally all the Service Level Agreement / Conditions of Contract of Bid Document including GeM GTC, Terms & Conditions, Integrity Pact and other conditions, if any, along with undertaking Bid Submission Confirmation Sheet 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.

d. The Bidders will have to accept unconditionally in Bid Submission Confirmation Sheet, the Undertaking regarding Genuineness of the information furnished by him on-line &

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authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility criteria, declaration w.r.t Make in India order and compliance w.r.t procurement from Bidder of a country which shares a land border with India etc. and Letter of Bid. All such undertakings requiring unconditional acceptance and where no input from Bidder is required in the undertaking shall be included in the Bid Submission Confirmation Sheet and shall be accepted by the Bidder during Bid submission.

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

e. The Bidder will have to make the payment of EMD.

In case of exemption of EMD the scanned copy of document in support of exemption will have to be uploaded by the Bidder during bid submission. However, this option is to be enabled only in those cases where the exemption of EMD to some Bidders is allowed as per NIT/General Terms and Conditions of GeM.

f. Deleted

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

h. The information will be provided by the Bidder by filling up relevant data through Bid Submission Confirmation Sheet available at GeM Bid document.

i. For online submission of tender the Bidders will have to upload the following-
All the confirmatory documents as prescribed in the Eligibility Criteria of Buyer Added Bid Specific ATC/Bid Document in Cover-I and "Price-bid" in Cover-II (Both are to be decrypted separately)

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

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

ii) Technical Parameter Sheet (TPS): Not applicable

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iii) Confirmatory Documents: All the confirmatory documents as enlisted in Eligibility Criteria of Buyer added bid specific ATC/Bid Document are to be uploaded in Cover-I by the Bidder while submitting his/her bid.

iv) Price bid: The Bidder shall quote percentage discount rate for overall value of the work described in the Scope of Work/Bill of Quantities. The quoted percentage discount rate by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document. The bidder must offer discount on the total amount during online submission of the bid and the L-1 will be decided on overall quoted value(i.e. Cost to company).The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected. Offer having no discount will not be accepted.

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

16. DEADLINE FOR SUBMISSION OF BIDS

16.1 Bids shall be submitted online on the GeM portal <https://gem.gov.in/> within the specified date and time.

16.2 The Employer may extend the deadline for submission of Bids by issuing a Corrigendum in which case, all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.

16.3 Deleted

17. MODIFICATION AND WITHDRAWAL OF BIDS (Will Be Dealt As Per Conditions of GEM PORTAL)

Modification of the submitted bid shall be allowed on-line only before the deadline of submission of tender as per the terms and conditions of GeM portal

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

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

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

2. If the request of withdrawal is received after online notification for opening of price bid, the EMD will be forfeited and the Bidder will be debarred for a minimum period of one year from participating in tenders in CIL/Subsidiary. The Price-bids of all eligible Bidders including this Bidder will be opened and action will follow as under:

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

Note:

- 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 forfeiture of EMD and debarment shall be CMD of CIL/Subsidiary Company.
- b. In case the Accepting Authority of the work is up to the level of Director of CIL/Subsidiary Company, then the Competent Authority for forfeiture of EMD and debarment shall be Director of CIL/Subsidiary Company.
- i. In case of above penal actions, a letter will be issued to the Bidder. Guideline for Debarment of firms from Bidding shall be followed for taking above penal action.
- ii. Penal action against clauses above will be enforced from the date of issue of such order.
- iii. The standard operating procedure to handle withdrawal of bid after end date of submission shall be as per Guidelines for e-Procurement of Works and Services.

18. BID OPENING

18.1 For One Part System- DELETED

18.2 For Two Part System- Opening of Technical Bid

- 18.2.1 The Technical bid (Cover-I) will be opened as per the schedule available on GeM portal.
- 18.2.2 All the documents uploaded by Bidder(s) including EMD exemption documents (if any) shall be downloaded after opening of Technical bid (Cover-I).
- 18.2.3 The Tender Committee will evaluate the Technical bids on the basis of relevant data provided by bidder through Bid Submission Confirmation Sheet while submitting bid. If the parameter given by bidder in Bid Submission Confirmation Sheet does not confirm to required eligibility criteria as specified in the tender document then the bid of the bidder will be rejected.
- 18.2.4 Acceptance by Bidder in Bid Submission Confirmation Sheet will be recognized and accepted as the certification regarding authenticity of all the information and documents furnished by them online and acceptance of all terms and conditions of the bid document.

19. EVALUATION OF TENDER

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

19.2 Evaluation of Tender-

(I) For One Part System Deleted

(II) For Two Part System:

A. After opening of Technical bid, the documents submitted by Bidder(s) in Cover I as enlisted in the NIT/Bid Document 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) in Bid Submission Confirmation Sheet. If it confirms to all of the information/ declarations furnished by the Bidder online and does not change the eligibility status of the Bidder then the Bidder will be considered eligible for opening of price bid.

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B. In case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information furnished through Bid Submission Confirmation Sheet 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). It will be the bidder's responsibility to check for the clarifications/shortfalls regularly after opening of bid. No separate communication will be made in this regard. The bidder(s) will upload the scanned copy of all those specified documents online within the specified period of 7 days. No further clarification shall be sought from Bidder.

The shortfall information/ documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. These should be called only on basis of the recommendations of the TC. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a work order document related to a particular contract without its completion/ performance certificate, the certificate can be asked for and considered. However, no work order for new contract should be asked for so as to qualify the bidder.

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

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

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

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

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

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

I. The price Bid of eligible Bidder in Technical Bid shall be opened with the approval of Tender Approving Authority (TAA*) based on recommendation of Tender Committee.

(*When TAA is CMD then with the approval of concerned Director and in case the TAA is CFDs then with the approval of CMD. In case TAA is below CMD level, then approval of respective TAA is required.)

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J. After Technical evaluation of tender, Technical Evaluation of Bidders will be updated on GeM Portal as per Portal Conditions and price bid shall be opened on schedule date and time provided by GeM Portal.

K. In case none of the Bidder(s) complies the technical eligibility criteria as per NIT/Bid Document, 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).

L. In case of single/resultant single bidder.

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

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

(III)

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

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

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

iii) Out of the 25% target of annual procurement from micro and small enterprises 3(three) percent shall be earmarked for procurement from micro and small enterprises owned by women. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L-1 price, 3(three) percent sub-target so earmarked shall be met from other MSEs.

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

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participate in the tender process or meet the tender requirements and L-1 price, four percent sub-target so earmarked shall be met from other MSEs.

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

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

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

- a. Micro Enterprise -Enterprise where the investment in Plant and Machinery or Equipment does not exceed One Crore Rupees and Turnover does not exceed Five Crore Rupees.
- b. Small Enterprise- Enterprise where the investment in Plant and Machinery or Equipment does not exceed Ten Crore Rupees and Turnover does not exceed Fifty Crore Rupees.

vii) Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy.

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

B. Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall be applicable.

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

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

-

A. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under said order.

B. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%, as defined under said order.

C. 'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20% as defined under said order.

D. 'Local Content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

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E. 'Margin of Purchase Preference' means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference is 20%.

Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall be applicable. (NOT APPLICABLE WHERE ESTIMATED COST PUT TO TENDER IS LESS THAN 5 LAKHS.)

In terms with the above said policy, Class-I local suppliers and Class-II local suppliers shall be eligible to bid. Non-local supplier is not eligible to bid. The purchase preference shall be given to Class-I local supplier only.

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

I. In the procurement of works which are divisible in nature, the following procedure shall be followed:-

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

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

II. In the procurement of works which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:-

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

ii) If L-1 is not from a Class-I local supplier, the lowest Bidder among the Class-I local suppliers, will be invited to match the L-1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L-1 price.

iii) In case such lowest eligible Class-I local supplier fails to match the L-1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L-1 price, then the contract may be awarded to the L-1 Bidder.

Note: The confirmation from the Bidder regarding matching of L1 price may be taken as per provision available in GeM portal.

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III. Applicability in tenders where contract is to be awarded to multiple bidders

In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of the Order.
- c) If 'Class I Local suppliers' qualify for award of contract for at least 50 (fifty) percent of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50 (fifty) percent of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/'Non local suppliers' provided that their quoted rate falls within margin of purchase preference of the L1 bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50 (fifty) percent of the tendered quantity.
- d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within margin of purchase preference, and so on.
- e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

IV. Requirement for specification in advance: The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

V Verification of local content:

- a) If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items. They shall also give details of the location(s) at which the local value addition is made, if applicable.

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- b) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate with UDIN from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c) Decisions on complaints relating to implementation of this Order, 2020 (amended from time to time) shall be taken by TAA limited to the CMD of CIL/Subsidiaries to the procuring entity.
- d) CIL/Subsidiary may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- e) False declarations will attract debarment of the bidder or its successors for a period up to two years as per Guidelines on debarment of firms from bidding along with such other action as may be permissible under law.
- f) A supplier who has been debarred by any procuring entity for violation of the Order shall not be eligible for preference under the Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed below.
- g) The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - 1. The fact and duration of debarment for violation of the Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - 2. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - 3. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

VI. Reciprocity Clause

- 1. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State

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Governments and other procurement agencies under their administrative control and GEM for appropriate reciprocal action.

2. Entities of countries which have been identified by the nodal ministry/departments not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India (including CIL and its Subsidiaries) for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
3. The stipulation in (2) above shall be part of all tenders invited by the Central Government procuring entities stated in (1) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
4. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
 - a) Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of CMD of CIL/Subsidiary.
 - b) CIL/Subsidiary whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, for the next 5 years on their respective website (Note: To be monitored by Project Monitoring Division).

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

- i. Prior experience and prior turnover shall be relaxed for Startups Bidders as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) for the category of Work/Services in which they are registered, subject to meeting of quality and technical specifications.
- ii. This shall be applicable in Works/Service tenders having innovation, development or improvement of products or processes of services. Such Works/Services need to be examined at Subsidiary level on case to case basis to decide for keeping the provision for Startups. The routine/pre-engineered works/Services shall be excluded from the Startups Clause.
- iii. To waive off the requirement of experience and turnover criteria for Startups, the details of work Experience and Financial Turnover during bidding on the portal, a pre-defined input shall be prescribed in the NIT to be filled up by startups so that they comply the portal logic. A confirmatory document for being a Startups shall be prescribed in the NIT which shall be a certificate for being a Startups issued by DPIIT in the category of work and/or Service for which they are registered. This provision shall continue till e-Procurement portal is customized to take care of Bidder wise evaluation.
- iv. The existing working capital eligibility criteria shall be kept enabled for all the participating Bidders including Startups.

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

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

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

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

20. CLARIFICATION OF BIDS

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

21. PROCESS TO BE CONFIDENTIAL

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

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

21.2 Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

21.3 From the time of bid opening to the time of contract award, no bidder shall contact the Procuring Entity on any matter related to the bid, except on request and prior written permission.

22. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

- a. which affects in any substantial way the scope, quality, or performance of the works;
- b. which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or
- c. whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

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

23. EVALUATION AND COMPARISON OF BIDS

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

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

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

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

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

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

24 AWARD CRITERIA

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

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

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

Notwithstanding Clause 24, the Employer reserves the right to accept, negotiate or reject any Bid, and to cancel the bidding process and reject all Bids, at any time prior to

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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.

25.2 (A) Negotiations

i) Normally, there should be no negotiation. Negotiations should be a rare exception rather than the rule and may be resorted to only in exceptional circumstances. If it is decided to hold negotiations for reduction of prices, they should be held only with the lowest acceptable bidder (L1), who is techno-commercially responsive and on whom the contract would have been placed but for the decision to negotiate. In no case, including where a cartel/ pool rates are suspected, should negotiations be extended to those who had either not tendered originally or whose tender was rejected because of unresponsiveness of bid, unsatisfactory credentials, inadequacy of capacity or unworkable rates. The circumstances where negotiations may be considered could be:

- a) Where the procurement is done on nomination basis;
- b) Procurement is from single or limited sources;
- c) Procurements where there is suspicion of cartel formation which should be recorded; and
- d) Where the requirements are urgent and the delay in re-tendering for the entire requirement due to the unreasonableness of the quoted rates would jeopardise essential operations, maintenance and safety, negotiations with L1 bidder(s) may be done for bare minimum quantum of requirements. The balance bulk requirement should, however, be procured through a re-tender, following the normal tendering process.

ii) The decision whether to invite fresh tenders or to negotiate and with whom, should be made by the tender accepting authority limited to CMD of CIL/ Subsidiary based on the recommendations of the TC. Convincing reasons must be recorded by the authority recommending negotiations. The CA should exercise due diligence while accepting a tender or ordering negotiations or calling for a re-tender and a definite timeframe should be indicated.

iii) Normally all counter offers are considered negotiations by other means and the principles of negotiations should apply to such counter offers. For example, a counter offer to L1, in order to arrive at an acceptable rate, shall amount to a negotiation. However, any counter offer to L2, L3, and so on (at the rates accepted by L1) in case of splitting of quantities shall not be deemed to be a negotiation.

iv) After the CA or TC has decided to call a specific bidder for negotiation, the following procedure should be adopted:

- a) Negotiations must be carried out by the CA or TC only;
- b) It must be understood that, if the period of validity of the original offer expires before the close of negotiations, the original offer will not be available for acceptance. The period of validity of the original offer must, therefore, be extended, wherever necessary, before negotiations;

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c) The tenderer to be called in for negotiations should be addressed as per the format of letter laid down in Annexure-XI, so that the rates originally quoted by him shall remain open for acceptance in the event of failure of the contemplated negotiation;
d) A negotiations meeting should be started only after obtaining a signed declaration from the negotiating contractor as per Annexure-XI; and

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

(B) In case, negotiation with L-1 does not yield a reasonable rate, re-tendering should be done straightway.

However, in case there is an emergency and the time required for re-tendering cannot be allowed, the case of awarding work to the L-1 Bidder at negotiated rate may be considered by an authority one step higher than the otherwise Competent Authority after recording the reasons.

Where CFDs is the approving authority, approval shall be from CFDs only. However, TAA shall be in accordance with prevalent DoP of CIL/Subsidiary.

1. If there are more than one lowest Bidder & splitting up of the work is allowed then work can be split to all bidders at L-1 Price.
2. If there are more than one lowest Bidder & splitting up of the work is not considered necessary, L-1 may be decided as under:

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

OR

Through "Reverse Auction" amongst the L-1 Bidders online, if "Reverse Auction" is available in online mode.

The above Principle may be followed for offline tenders also.

All factual details including complaints and negotiations, if any, to be brought out and reasons for recommendation of award to be recorded in TCR in detail.

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

26 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

26.1 The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer electronically online on the portal prior to expiration of the Bid validity period. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price"). The offline communication of LOA shall not be mandatory.

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

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

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

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

In case of failure to enter in to agreement within specified period the contract will be terminated in accordance to clause 9 of conditions of contract (GTC) of Buyer Added Bid Specific SLA/Bid document.

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

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

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

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

27 PERFORMANCE SECURITY/SECURITY DEPOSIT

Security Deposit shall consist of two parts;

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

The security deposit shall bear no interest.

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

28. EMPLOYMENT OF LABOUR

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

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

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

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

Categories of employee	Minimum wages of contractors' workers engaged in mining activities [As per office order of CIL vide.....dt.....] Rates of Wages including VDA (in Rs.) per day with effect from (Basic rate + Variable DA)
Unskilled	
Semi-Skilled / Unskilled supervisory	
Skilled	
Highly Skilled	

Note:

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

Payment of Provident Fund for the workmen employed by him for the work as per the Law prevailing under provision of CMPF/EPF and allied scheme valid from time to time shall be responsibility of the Contractor which shall be in accordance with the following guidelines:

1. The Contractor must be mandatorily registered as employer under the CMPF Act and allied scheme and shall submit details of their workers with the CMPF number, wherever required. The contractor shall submit CMPF registration certificate before signing of agreement.
2. If any employee of a Contractor is not a member of any Provident Fund, he shall be required to become a member of CMPF scheme immediately, for availing benefits therefrom.
3. Where the employees of a Contractor are members of EPF scheme, the Contractor shall provide appropriate facilitation to those employees who voluntarily opt for conversion from EPF Schemes to CMPF Schemes.

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

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

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

29 LEGAL JURISDICTION

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

30. Downloading bid document

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

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

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

31 e-payment

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

32 Integrity Pact:

The bidders are required to accept the pre-contract Integrity Pact as available in the Bid document through Bid Submission Confirmation sheet provided in GeM Bid Document. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement.

32.1 Code of Integrity for Public Procurement (CIPP)

Bidders are required to accept the CIPP as available in the Bid document (Annexure-III) online at GeM portal. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement. In case of Partnership Firms/JV/Consortium, all partners shall sign at the time of agreement.

33 Change in the Constitution of Contracting Agency.

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

34 Miscellaneous.

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

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quoting absurd rates.

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

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

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

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

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

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

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

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

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

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

Explanation-

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

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2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership:
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural persons, who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals,
 4. Where no natural person is identified under (1) or (d) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

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Buyer Added Bid Specific ATC

Eligibility and Experience Criteria

1. Eligible Bidders:

- a) The invitation for bid is open to all eligible valid SOR registered contractors of BCCL (registered under the category of transportation of coal and sand) having eligibility to participate as per eligibility criteria stipulated in NIT/Bid Document. The bidders, who have valid registration as a SOR contractor in BCCL for Coal & Sand Transportation works and fulfilling the above criteria, can participate in the tender after getting them registered on the GeM portal <https://gem.gov.in/>. The SOR registration of the bidder must be valid throughout the tendering process till the award of work and subsequently should remain valid throughout the contract period.
- b) Procurement from Micro and Small Enterprises (MSEs) shall be applicable for Service Tenders in accordance to the notification of Govt. of India and including its amendment(s) as notified by GoI from time to time.
- c) Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) issued by Govt. of India as amended from time to time shall be applicable.

2. Eligibility Criteria:

2.1 Eligibility criteria to qualify for award of the contract–

A. WORK EXPERIENCE:-

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

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

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

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

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

Note:

In case the bidder is not a prime contractor but a sub-contractor, the bidder

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experience as sub- contractor will be taken into account if the original contract in support of qualification has a provision of such Sub- contract.

Information to be furnished by Bidder in Bid Submission Confirmation Sheet :

a) Experience of similar nature work:

- i. Start date of the year for which work experience of bidder is to be considered for eligibility.
- ii. Start date & end date of each qualifying experience (similar nature).
- iii. Work Order Number/Agreement Number of each experience
- iv. Name & address of Employer/Work Order Issuing authority of each experience
- v. Percentage (%) share of each experience (100% in case of an Individual/proprietorship firm or 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/Consortium).
- vi. Executed Value of work against each experience.
- vii. DELETED
- viii. The work experience furnished by the bidder should be inclusive of GST/Service Tax.

Technical evaluation by the Tender Committee:

- i. The Tender Committee shall calculate the end date by adding 365 days to the start date of experience (provided by Bidder). End date shall not be later than the last date (last day of month previous to the month of in which NIT has been published).
- ii. The Tender Committee shall check the Start & End date of each experience and accept it as a qualifying experience if it falls within the year selected by the Bidder (as calculated by adding 365 days to the start date restricted to the 'last date')
- iii. The Tender Committee shall calculate the value of each qualifying experience by multiplying the value with the % share of experience and adding 7% for each completed year (total No. of days/365) after the end date of experience of work till the last date of month previous to one in which the NIT has been published.
- iv. The Tender Committee shall calculate the value of all qualifying experiences taken together for each Bidder and grade him as 'Eligible' if it meets the minimum requirements (50% of Annualised Value or estimated value whichever is less) or else as 'Ineligible'.
- v. **In case any of the experiences does not fall in the selected period of 365 days (continuous) as claimed by the bidder in the Bid Submission Confirmation Sheet, such experiences will be excluded from evaluation. Hence the Bidder shall have to furnish the value of work executed only during the selected period of 365 days (continuous).**
- vi. The weightage of 7% every year will be on simple rate and will not be compounded on yearly basis for the purpose of calculating the value of each qualifying experience."
- vii. The work experience of the Bidder may be an ongoing work and the executed value of work shall be considered for evaluation.
- viii. In case the experience has been earned by the Bidder as an individual or proprietor of a Proprietorship firm, then 100% value of the experience will be considered

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against eligibility. But if the experience has been earned by the Bidder as a partner in a Joint Venture / Consortium firm/Partnership firm then the proportionate value of experience in proportion to the actual share of Bidder in that Joint Venture / Consortium firm/Partnership firm will be considered against eligibility.

Scanned copy of documents to be uploaded by bidders:

For work experience, bidders are required to submit Work Experience Certificate (includes completed/ongoing) issued by the employer against the experience of similar work containing all the information as sought on-line. Work order, BOQ, TDS etc. may be sought during clarification or along with deficient documents, if felt necessary by the Tender committee.

Note: A sample checklist of for work experience certificate is enclosed. (Refer Checklist-I)

B. Working Capital: Evidence of possessing adequate working capital (at least 20% of the "Annualized Estimated cost or Estimated cost whichever is less" of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement. The bidder should possess the working capital within three months prior to the date of opening of tender.

Information to be furnished online in Bid Submission Confirmation Sheet:

- 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

Supporting Documents to be uploaded by Bidder:

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

Note: A sample checklist of for work experience certificate is enclosed. (Refer Checklist-II)

C. VALID SOR REGISTRATION CERTIFICATE :

Valid SOR registration certificate of bidder with BCCL for undertaking the work of coal and sand transportation including allied work on Discount Bid system.

The SOR registration of the bidder must be valid throughout the tendering process till the award of work and subsequently should remain valid throughout the contract period.

D. FLEET/EQUIPMENT REQUIREMENT:

The Bidder is required to accept unconditionally in Bid Submission Confirmation Sheet to deploy matching equipment/tippers/pay loaders as per NIT either owned or hired. The Indicative fleet requirement for the tendered work are as follows:

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Type of fleet/equipment	Minimum Capacity required for each equipment	Total indicative equivalent capacity required to be deployed on a day on an average basis.
Hydraulic Excavator	2.85 Cu.M	
Tipper	14.5 Tonne	
Crusher	400 TPH	
Pay Loader	3.5 Cu.M	

Information to be furnished by Bidder in Bid Submission Confirmation Sheet:

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

E. PERMANENT ACCOUNT NUMBER (PAN):

The bidder should possess a Permanent Account Number (PAN) issued by Income tax department, Govt. of India.

Information to be furnished online by Bidder in Bid Submission Confirmation Sheet

Confirmation of possessing the Permanent Account Number (PAN), in the form of YES/NO

Supporting Documents to be uploaded by bidders :

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

F. GOODS AND SERVICES TAX (Not Applicable for Exempted Services)

The bidder should be either GST Registered Bidder under regular scheme
OR
GST Registered Bidder under composition scheme
OR
GST unregistered Bidder

Information to be furnished online by Bidder in Bid Submission Confirmation Sheet :

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

Supporting Documents to be uploaded online:

The following documents depending upon the status w.r.to GST as declared by Bidder:

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a) Status: GST registered Bidder under regular scheme

Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.

b) GST Registered Bidder under composition scheme

Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.

c) Status: GST unregistered bidder:

Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder in compliance with the relevant GST rules of India.

Note:

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

G. LEGAL STATUS OF THE BIDDER: The Bidder should be Individual/ Proprietorship firm/Partnership firm/Company registered under Companies Act.

Supporting Documents (any of them as applicable) to be uploaded by Bidders:

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.

H. WRITTEN CONSENT REGARDING ARBITRATION: Written Consent regarding Arbitration on the Bidder's Letter Head as per the format given in the bid document (Annexure IX).

Note:

In case of Proprietorship firm or Limited Company, this document is digitally signed by the Bidder in case of Proprietorship or Director(s) Managing Director of Limited Company in case of Limited Company. Hence no physical signature is required.

In case of Partnership firm, this document is to be signed by all the partners of the partnership firm.

I. LETTER OF BID: The Letter of Bid addressed to the Tender Inviting Authority (TIA) will be given in (Annexure VII of Buyer Added Bid Specific SLA) containing name of the work, NIT No., Tender ID. This will be the covering letter of the Bidder for his submitted bid. The Bidders have to accept unconditionally the Letter of Bid in the Bid Submission Confirmation Sheet at the time of bid submission. This acceptance during bidding through Bid Submission Confirmation Sheet shall be construed as submission of LOB by bidder.

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Information to be furnished by Bidder in Bid Submission Confirmation Sheet:

Confirmation in the form of YES/NO regarding acceptance of the Letter of Bid as per format.

J. UNDERTAKING: An undertaking is to be given on Bidder's letter head online as per the format given in the bid document (Annexure IX of Buyer Added Bid Specific SLA)

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

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

M. Purchase Preference under 'Make in India' Policy for "Local supplier": Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall be applicable.

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

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

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

A. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under said order.

B. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%, as defined under said order.

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C. 'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20% as defined under said order.

D. 'Local Content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

E. 'Margin of Purchase Preference' means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference is 20%.

Information to be furnished on-line by Bidder in Bid Submission Confirmation Sheet:

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

Supporting Documents to be uploaded by Bidders:

a) If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit either self-certification indicating the percentage of local content in the offered items in Undertaking as per format.

b) If the estimated value of procurement is more than Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate with UDIN from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

Check list of documents to be uploaded by bidders 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).

SI No	Eligibility Criteria	Information to be furnished by Bidder in Bid Submission Confirmation Sheet	Scanned copy of documents, to be uploaded by in support of information/ declaration furnished by the bidders against Eligibility Criteria as Confirmatory Document
1	Bid Submission Confirmation Sheet	The Bid Submission Confirmation Sheet shall be provided in the GeM Bid Document in <i>.xls</i> format. The Bidders have to download the Sheet and fill in the required fields. The	Bidders are required to submit the duly filled Bid Submission Confirmation Sheet in <i>.pdf</i> format. The scanned copy of documents will be verified against the data furnished by the Bidder in the Bid

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		duly filled in excel sheet will have to be converted into.pdf format and the same has to be uploaded by the Bidder	Submission Confirmation Sheet.
2	<p>WORK EXPERIENCE</p> <p>The Bidder must have experience of works (includes completed / ongoing) of similar nature valuing 50 % of the annualized estimated value of the work put to tender (for period of completion over 1 year) / 50 % of the estimated value of the work (for completion period up to one year) put to Tender in any year (consecutive 365 days) during last 7 (seven) years ending last day of month previous to the one in which bid applications are invited.</p>	<p>1.1 Start date of the year for which work experience of Bidder is to be considered for eligibility.</p> <p>1.2 Start date & end date of each qualifying experience (similar nature)</p> <p>1.3 Work Order Number/Agreement Number of each experience</p> <p>1.4 Name & address of Employer/Work Order Issuing authority of each experience</p> <p>1.5 Percentage (%) share of each experience (In case the experience has been earned by the Bidder as a partner in a Joint Venture / Consortium firm/partnership firm then the proportionate value of experience in proportion to actual share of Bidder in that Joint Venture / Consortium firm/partnership firm will be considered against eligibility else it shall be taken as 100%).</p> <p>1.6 Executed Value of work against each experience. In case the Bidder is a Joint Venture / Consortium, the work experience of any one, two or three of the individual partners of JOINT VENTURE / CONSORTIUM or the JOINT VENTURE / CONSORTIUM itself may be furnished as the work</p>	<p>For work experience, bidders are required to submit Work Experience Certificate (includes completed/ongoing) issued by the employer against the experience of similar work containing all the information as sought on-line. Work order, BOQ, TDS etc. may be sought during clarification or along with deficient documents, if felt necessary by the Tender committee.</p> <p>Note: A sample checklist of for work experience certificate is enclosed. (Refer Checklist-I)</p>

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		experience of the Bidder.	
3	<p>THE AVAILABILITY OF WORKING CAPITAL</p> <p>Evidence of possessing adequate working capital (at least 20% of the "Annualized value or Estimated value whichever is less" of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement. The Bidder should possess the working capital within three months prior to the date of opening of tender.</p>	<p>1. Amount of available working capital inclusive of lines of credit and availability of other financial resources.</p> <p>2. Date on which the Bidder possesses the required working capital.</p> <p>3. Date of issue of W.C. Certificate by CA.</p> <p>4. Name of the Chartered Accountant (CA).</p> <p>5. Membership Number of CA who certifies the Bidder's working capital.</p>	<p>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 with UDIN.</p>
4	<p>LOCAL SUPPLIER STATUS OF THE BIDDER</p>	<p>Confirmation in the form of Yes/NO for possessing the supporting documents</p>	<p>I. If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit either self-certification indicating the percentage of local content in the offered items.</p> <p>II. If the estimated value of procurement is more than Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate with UDIN from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than</p>

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			companies) giving the percentage of local content.
5	MSE REGISTRATION		<p>i. The MSEs are required to submit copy of documentary evidence, issued by their registering authority whether they are small enterprise or micro enterprise as per provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 with latest guidelines/clarifications provided by MoMSME.</p> <p>ii. In case of SC/ST owned MSE, an additional document of SC/ST certificate issued by District Authority must be submitted by the bidder in addition to MSE registration certificate</p> <p>Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy.</p>
6	FLEET REQUIREMENT	Confirmation in the form of Yes/No as unconditional acceptance in Bid Submission Confirmation Sheet	NIL
7	Code of Integrity for Public Procurement (CIPP)	Confirmation in the form of Yes/NO for possessing the supporting documents	CIPP (as per format given in bid document) This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement.
8	LEGAL STATUS	Confirmation in the form of Yes/NO for possessing the supporting documents	Any one of the following document: 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.

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9	VALID PERMANENT ACCOUNT NUMBER (PAN)	Confirmation in the form of Yes/NO for possessing the supporting documents	PAN card issued by Income Tax department, Govt. of India.
10	VALID SOR REGISTRATION CERTIFICATE	Confirmation in the form of Yes/NO for possessing the supporting documents	Valid SOR registration certificate of bidder with BCCL for undertaking the work of coal and sand transportation including allied work on Discount Bid system
11	<p>GOODS AND SERVICE TAX (Not Applicable for Exempted Goods/Services)</p> <p>The bidder should be either GST Registered Bidder under regular Scheme</p> <p>OR</p> <p>GST Registered Bidder under composition Scheme</p> <p>OR</p> <p>GST unregistered Bidder</p>	Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT with respect to GST status of the Bidder	<p>The following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ sheet:</p> <p>a) Status: GST Registered Bidder under regular scheme Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.</p> <p>b) Status: GST Registered Bidder under composition scheme Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.</p> <p>c) Status: GST unregistered bidder: Document: A Certificate with UDIN from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder in compliance with the relevant GST rules of. India.</p> <p><u>Note:</u> <u>If turnover of bidder exceeds exemption limit/threshold, the bidder must have GST registration as per GST Act and rules.</u></p>

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12	Undertaking as per Annexure-IX of Buyer Added Bid specific SLA	Confirmation in the form of Yes/NO for possessing the supporting documents	An Undertaking on their letter head regarding relatives as employees of company, local supplier status of the Bidder etc. as per Annexure IX of of Buyer Added Bid specific SLA
13	LETTER OF BID and UNDERTAKING regarding genuineness of the information furnished online and authenticity of the documents uploaded online in support of his eligibility as per the format given in Bid Document (Annexure VII & VIII of Buyer Added Bid specific SLA)	Confirmation in the form of Yes/No for unconditional acceptance in Bid Submission Confirmation Sheet	NIL
14	Integrity Pact (If Applicable)	Confirmation in the form of Yes/NO for unconditional acceptance in Bid Submission Confirmation Sheet. Note- Bidders are required to accept the pre-contract integrity pact as available in the Bid document through Bid Submission Confirmation Sheet. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement.	NIL

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

2.3 If the Bidder is a Subsidiary of a Company, the experience and resources of the Holding Company or its other Subsidiaries will not be taken into account. However, if

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the Bidder is a Holding Company, the experience and resources of its wholly owned Subsidiaries will be taken into consideration.

Notes: The documents to be furnished by the Bidder to prove that he is satisfying the eligibility criteria laid down should all be in the Bidders name except in cases where though the name has changed, owners continued to remain the same and in cases of amalgamation of entities and when a Holding Company relies on the credentials of its wholly owned Subsidiaries.

2.4 Sub-Contractors experience and resources will not be taken into account in determining the Bidder's compliance with eligibility criteria.

3. General Instructions for submission of bid:

- a) All the bids are to be submitted online on the GeM portal <https://gem.gov.in/>. No bid shall be accepted off-line.
 - b) In order to submit the Bid, the bidders have to get themselves registered online on the GeM portal <https://gem.gov.in/>
 - c) -Deleted-
 - d) **Letter of Bid:** The Letter of Bid addressed to the Tender Inviting Authority (TIA) will be given in (Annexure VII of Buyer Added Bid specific SLA) containing name of the work, NIT No., Tender ID. This will be the covering letter of the Bidder for his submitted bid. The Bidders have to accept unconditionally the Letter of Bid in Bid Submission Confirmation Sheet at the time of bid submission. This acceptance during bidding through Bid Submission Confirmation Sheet shall be construed as submission of LOB by bidder.
 - e) **Confirmatory Documents:** All the confirmatory documents as enlisted in the NIT/Bid Document in support of online information submitted by the bidder in the Bid Submission Confirmation Sheet are to be uploaded in Cover-I by the bidder while submitting the bid online.
 - f) **Price bid (Cover-II):** The Bidder shall quote percentage discount rate for overall value of the work described in the Scope of Work/Bill of Quantities. The quoted percentage discount rate by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document. The bidder must offer discount on the total amount during online submission of the bid and the L-1 will be decided on overall quoted value(i.e. Cost to company).The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected. Offer having no discount will not be accepted.
- 4. Validity Period of Offer:** The rates offered in Part II (Price Bid) should be valid for 120 days after the last date of submission of Bid.
- 5. Integrity Pact (if applicable):-**Bidders are required to accept the pre-contract integrity pact as available in the Bid document through Bid Submission Confirmation Sheet. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement.

Signature of applicant with seal and date

Name, address & contact details of the Independent External Monitors who have been nominated for this tender are as under:

1. Name:

Address:

E-mail id:-

2. Name:

Address:

E-mail id:-

Signature of applicant with seal and date

Buyer Added Bid Specific SLA

CONDITIONS OF CONTRACT

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS :

- i. The word "Company" or "Employer" or "Owner" wherever occurs in the conditions, means the Bharat Coking Coal Limited, represented at the headquarters of the Company by the Chairman Cum Managing Director and represented at areas of the company by Chief General Manager/ General Manager or their authorised representative or any other officer specially deputed for the purpose.
- ii. The word "Principal Employer" wherever occurs, means the authorised representative or any other officer specially deputed by the Company for the purpose.
- iii. The word "contractor"/"contractors" wherever occurs means the successful Bidder/Bidders who has/have deposited the necessary Earnest Money (in case of MSEs, Udyam Registration Certificate" or any other Registration certificate issued by authorities specified by Ministry of Micro, Small and Medium Enterprises) and has/have been given written intimation about the acceptance of Bid and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or company, as the case may be.
- iv. "The Site" shall mean the site of the contract work including land and any building and erections thereon and any other land allotted by the company for contractor's use.
- v. 'Tender 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 to approve the Tender.
- vi. A 'Day 'shall mean a day of 24 hours from midnight to midnight.
- vii. Engineer-in-charge/Designated Officer-in-charge who is of an appropriate seniority will be responsible for supervising and administering the contract, certifying payment due to the Contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. Engineer-In-Charge/Designated Officer-in-charge may further appoint his representatives i.e. another person/ Project Manager or any other competent person and notify to the Contractor who is directly responsible for supervising the work being executed at the site, on his behalf under the Delegation of Powers of the Company. However, overall responsibility, as far as the contract is concerned will be that of the Engineer-In-Charge/Designated Officer-in-charge.
- viii. The 'contract' shall mean the notice inviting discount bids, the Tender as accepted by the company and the formal agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, schedule of quantities with rates and amounts, Schedule of work. Until the formal agreement is signed between the Owner and the Contractor, LOA/Work Order together with Contract Document, shall constitute the Contract.

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- ix. The 'works' shall mean the works required to be executed in accordance with the contract or parts thereof as the case may be and shall include all extra or additional or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- x. 'Schedule of Rates' referred to in these conditions shall mean the standard schedule of rates prescribed by the company and the amendments issued from time to time.
- xi. The total sum arrived at based on the discount quoted by the bidder on SOR and accepted by the company.
- xii. 'Written notice' shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the Corporation/Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

2. CONTRACT DOCUMENTS :

The following documents shall constitute the contract documents:

- i. Notice Inviting Tender.
- ii. GENERAL INFORMATION
- iii. Instructions to Bidders.
- iv. Conditions of Contract (General Terms & Conditions, Special Terms and Conditions, special notes & additional terms & conditions, Vocational training and safety norms etc.),
- v. Various Annexures, Forms of Securities, Affidavits, form of Article of Agreement etc,
- vi. Scope of work/Bill of Quantities,
- vii. Pre-contract Integrity Pact.
- viii. Proforma for e-Mandate.
- ix. Guidelines on Debarment of firms from Bidding,
- x. Code of Integrity for Public Procurement.
- xi. Other documents, if required.
- xii. Corrigendum, if any.
- xiii. General Terms and Conditions of GeM portal.

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

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

3. DISCREPANCIES AND ADJUSTMENTS THEREOF :

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

3.1 In the event of varying or conflicting provisions made in any of the document/documents forming part of the contract, the 'Accepting Authority's

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decision/clarification shall hold good with regard to the intention of the document or contract, as the case may be.

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

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

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

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

4. SECURITY DEPOSIT :

4.1 Security Deposit shall consist of two parts;

- a) Performance Security (to be submitted at award of work) (first part of security deposit)
- and
- b) Retention Money (to be recovered from running bills) (second part of security deposit).

The security deposit shall bear no interest.

4.2 Performance Security (first part of security deposit) should be **5%** of annualized value of contract or contract amount ,whichever is less, and should be submitted within 21 days of issue of LOA by the successful bidder in any of the form given below

- i. A Bank Guarantee in the form given in the bid document from any scheduled Bank. BG issued by outstation bank shall be operative at its local branch at Dhanbad or its Branch at Kolkata.
- ii. Govt. Securities, FDR (Scheduled Bank) or any other form of deposit stipulated by the owner.
- iii. Demand Draft drawn in favour of Bharat Coking Coal Limited on any Scheduled Bank payable at its Branch at Dhanbad.

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

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

4.3 If performance security is provided by the successful bidders in the form of Bank Guarantee (payable at its Branch at Dhanbad/Kolkata) it shall be issued either –

(a) at Bidder's option by a scheduled Indian Bank

or

(b) by a Foreign Bank located in India and acceptable to the employer

(c) The validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract or extended period of contract (if any), whichever is more. However, if the contract period is for more than 03 years, then period of validity of the BG should be for at least 03 years with a provision that timely action for extension of the BG should be undertaken at least 03 months before the end of validity.

The subsequent extension shall be for a period of "one year" or "ninety days beyond the period of contract/extended period of contract" if balance period is less than 3 years, else the process will repeat as above.

Not less than 30 (thirty) days prior to expiry of a Performance Security, the Contractor shall furnish an extended, renewed or replacement Performance Security to the Authority, failing which the Authority shall be entitled to, after giving 5 (five) days' notice to the Contractor, draw down the full remaining value of the Performance Security, and hold the amount as security for performance of the Contractor's obligations under this Agreement.

The BG shall be encashed at least 07 days (excluding date of intimation and bank holiday) prior to expiry of BG.

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

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

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

	Name	Bharat Coking Coal Limited
	Area	

Signature of applicant with seal and date

Name of Beneficiary & his details	Bank Account No.	
	Department	
Beneficiary Bank, Branch & Address		
IFSC Code		

Sl. No.	Details of Beneficiary		Bank Account No.	Beneficiary Bank, Branch & Address		IFSC Code
	Name	Area		Bank	Address	
1	BCCL					

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 to concerned department and Area of BCCL by registered post (AD).

Note:

- * Name of Area, to which work is concerned, has to be mentioned.
- **The bank account no. of the concerned Area/CHD/MRS/HQ has to be mentioned.
- ***Name of Department (Civil/Excav/E&M/CMC/MM etc.) to be mentioned.

SBI, Main branch, Dhanbad (The beneficiary’s bank/advising bank) shall either send a copy of BG received under SFMS mode to the finance department of concerned area/HQ of BCCL through email at their email ID or provide a printout thereof to the finance department of concerned Area/ HQ. For this purpose each Area/ HQ shall provide their email ID to SBI Main branch.

The Above procedure has to be followed in case of extension or amendment to the original BG.

Further, BCCL HQ has also have a current account with ICICI Bank, Dhanbad, bearing AC No. 019605001057 and IFSC Code ICIC0000196, which may be used for acceptance of BG under the SFMS platform of ICICI Bank (In addition to that of SBI).

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

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

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

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

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

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

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

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

4.6 Additional Performance Security: **DELETED**

5. DEVIATIONS/VARIATIONS IN QUANTITIES:

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

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

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

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

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

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

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

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

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

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

a) Additional quantity upto 10 % of original awarded value may be awarded in exceptional circumstances with the approval of Tender Approving Authority.

Note:-

In the above case, approval of Tender accepting authority (TAA) shall be taken. In case Board or Empowered Committee or FDs of CIL/Subsidiary or CMD is tender accepting authority, then the approval of CMD of CIL/Subsidiary is to be obtained and if the TAA is below CMD level then approval of TAA shall be obtained.

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

Note:-

This shall require the approval of authority one step higher than the tender accepting authority. In case of Board is tender accepting authority, then the approval of TAA of CIL/Subsidiary is to be obtained.

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

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The validity of the Bank Guarantee, if submitted by the contractor, in lieu of performance security / security deposit shall be extended in pursuant to Clause Nos. 4 taking into consideration the period of extension.

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

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

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

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

Note:-

In the above case, approval of Tender accepting authority (TAA) shall be taken. In case Board or Empowered Committee or FDs of CIL/Subsidiary or CMD is tender accepting authority, then the approval of CMD of CIL/Subsidiary is to be obtained and if the TAA is below CMD level then approval of TAA shall be obtained.

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

Note:-

This shall require the approval of authority one step higher than the tender accepting authority. In case of Board is tender accepting authority, then the approval of TAA of CIL/Subsidiary is to be obtained.

5.8 In all cases where the Service Provider has been levied a cumulative penalty of 5 percent of the total contract value, extension beyond the initial Contract period shall not be considered. However, this shall not be applicable for extension granted on account of hindrances.

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5.9 The detailed description of the work is as under:

Sl. No.	Elements of work	Source	Destination	Quantity (t)

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

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

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

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

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

(In case of EMD exempted bidder, except forfeiture of EMD, all other provisions shall remain applicable)

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

Note:-

In the above case, approval of Tender accepting authority (TAA) shall be taken. In case Board or Empowered Committee or FDs of CIL/Subsidiary or CMD is tender accepting authority, then the approval of CMD of CIL/Subsidiary is to be obtained and if the TAA is below CMD level then approval of TAA shall be obtained. However, banning shall be done as per Guidelines for Banning Business.

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

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

i) If the average daily progress of work executed during the calendar month is 80% and more but less than 100% of the stipulated rate indicated in the detailed tender notice/ agreed work schedule (quantity-wise), penalty equal to 10% of the contract value of the shortfall quantity in work shall be deducted at the end of the respective Financial Quarter if the shortfall quantity either in full or part has not been made up within that Financial Quarter.

ii) If the average daily progress of work executed during the calendar month is less than 80% but more than or equal to 70% of the stipulated rate indicated in the detailed tender notice/ agreed work schedule (quantity-wise), penalty equal to 20% of the contract value of the short fall quantity lying in the given range of work shall be deducted at the end of the respective Financial Quarter if the shortfall quantity either in full or part has not been made up within that Financial Quarter.

iii) If the average daily progress of work executed during the calendar month is less than 70% of the stipulated rate indicated in the detailed tender notice/ agreed work schedule (quantity-wise), penalty equal to 20% of contract value of the short fall quantity

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of that month beyond 30% of the stipulated rate indicated in the detailed tender notice/ agreed work schedule (quantity-wise) shall be deducted in the bill of that calendar month itself and shall not be refunded.

iv) The aggregate of the penalties so levied shall not exceed 10% of the total Contract Value for the entire contracted work.

The contractor shall be allowed to make up the shortfall as per a (i)& (ii) above within the respective Financial Quarter only. The penalties so deducted shall not be refunded.

6.3 DELETED

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

- a). abnormally bad weather
- b). serious loss or damage by fire
- c). civil commotion, strikes or lockouts affecting any of the trades employed on the work
- d). delay on the part of the contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work
- e). any other causes which, at the sole discretion of the company is beyond the control of the contractor.

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

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

Time extension on account of hindrance shall be granted by Area General Manager based on the recommendation of the Engineer-in-Charge of the work during the course of execution of work reserving the right to impose/waive the clause relating to compensation for delay. The extension will have to be by party's agreement, expressed or implied.

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

6.5 DELETED

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

The extension of time other than on account of hindrance shall be granted with the approval of Accepting Authority of the tender limited to DoP.

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Note:-

In case Board or Empowered Committee or FDs of CIL/Subsidiary or CMD is tender accepting authority, then the approval of CMD of CIL/Subsidiary is to be obtained and if the TAA is below CMD level then approval of TAA shall be obtained.

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

6.7 Force Majeure (FM) Clause

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

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

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

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

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

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

6.10 Concurrent delays - when two or more events responsible for delay overlap each other. The delays may be attributable to the Procuring Entity or the contractor or none, and fall in above categories. The eligibility for extension of time (EOT) should be determined by plotting each contributing concurrent delay on the critical path. The Procuring Entity should see that the concurrent delays do not result in unnecessary extra extension of time.

7. QUALITY ASSURANCE:

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

8. MEASUREMENT AND PAYMENT:

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

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

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

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

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

8.5 Payment on Account - The contractor shall submit interim bill/bills for the work carried out/materials provided in accordance with the contract. The Engineer-in-charge shall

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then arrange for verification of the bill/bills with reference to the measurements taken or to be taken or any other records relevant for the purpose.

- 8.6 Payment on account shall be made on the Engineer-in-charge certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed as covered by the bill/bills after deducting the amount already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the contract.
- 8.7 Any certificate given by the Engineer-in-charge for the purpose of payment of interim bill/bills shall not of itself be conclusive evidence that any work/materials to which it relates is/are in accordance with the contract and may be modified or corrected by the Engineer-in-charge by any subsequent certificate or by the final certificate.
- 8.8 The company reserve the right to recover/enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the contractor are the subject matter of arbitration or not. The amount of such overpayments may be recovered from the subsequent bills under the contract, failing that from contractor's claim under any other contract with the company or from the contractor's security deposit or the contractor shall pay the amount of overpayment on demand.
- 8.9 Amount payable/repayable for any subsequent change in the Goods & Services Tax(GST) will be made to/ from the Contractors after departmental verification of such changes of tax law issued by Statutory authority.
- 8.10 A Standard Flow chart for payment is as below.

Description	Activities	Timelines	Responsibility	Escalation Matrix
Joint measurement by EIC or his authorized representative and by the contractor or his authorised representative duly recorded in MB/Log book.	<p>1. Interim monthly/fortnightly measurement shall be done by Unit/Mine Surveyor along with representative of Contractor as per the rules of the company and duly recorded in MB/Log book.</p> <p>2. In addition to monthly measurement of OB by Unit/Mine Surveyor, quarterly measurement shall be carried out by team constituted at</p>	03-05 days	Unit/Mine Survey department of concerned project in coordination with HOD of concerned department of respective area / Subsidiary HQ	<p>Level-1: If activity not completed within TL: Area GM</p> <p>Level-2: If activity not completed within 10 days of TL: D(T), Subsidiary/CIL</p>

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	<p>Area level.</p> <p>3. Half yearly and yearly measurement to be conducted as per provision of Yellow Book (Revision-2020)</p> <p>4. Submission of bill by Contractor as per accepted measurement of MB/Logbook. The initial and final joint survey measurement of the works, coal and overburden shall be carried out by Area Authority in association with Head Quarter Survey Team, CMPDIL/ other Subsidiary team and representative of Contractor.</p>			
Forwarding of bills through dak to Finance Department (Paying authority as per work order) for processing and payment.	<p>Certified bills from concerned section duly verified in regards to</p> <p>1) quality, quantity, amount, penalty and deductions as per agreement/work order etc</p> <p>2) All necessary approvals, copy of LOA, work order, Agreements etc have been enclosed</p> <p>3) Preparing and signing of Measurement Book by competent authority have</p>	Within 02 days from the date of Invoice/Bill.	Survey & Finance department of project in coordination with HOD of department of respective project/Mine.	<p>Level-1: If activity not completed within TL: Area GM</p> <p>Level-2: If activity not completed within 10 days of TL: D(T), Subsidiary/CIL</p>

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	<p>been complied as per rules.</p> <p>4) Necessary reconciliations with the quantity of coal despatched as per weighment of railway/truck receipts.</p> <p>5) All necessary certificates as per work order/relevant rules are enclosed.</p> <p>6) Acceptance of BG/Receive of Security deposit (If applicable)</p> <p>7) Deduction of retention money from the bill.</p> <p>8) other documents as per order</p>			
<p>Passing of bills by Expenditure section</p>	<p>Certified bills received for passing for payments to be checked in regards to: -</p> <p>1) condition of work order, Measurement Book and necessary Certificates.</p> <p>2) Security deposit/ Performance guarantee has been deposited as per rules.</p> <p>3) Retention money (as applicable) is deducted.</p>	<p>Within 03 working days from receipt of bill in Finance department</p>	<p>Expenditure/ Bill passing Section of Finance of concerned Area/HQ in Coordination with AFM.</p>	<p>Level-1: If activity not completed within TL: Area GM / GM(F) I/C</p> <p>Level-2: If activity not completed within 10 days of TL: D(F), Subsidiary/CIL</p>

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	4) Penalty clause have been verified and action taken 5) Tax compliances and returns have been complied. 6) Other necessary compliances			
Payment by Fund/Cash Section	Bills Received by DAK duly passed for payment to be checked in regards to: - 1) Availability of Funds and action taken. 2) Payment in contractor bank account through RTGS/NEFT	Within 02 days from the receipt of bill by Fund Department	Fund Section of Finance of concerned Area/HQ in coordination with AFM of concerned Area.	Level-1: If activity not completed within TL: Area GM / GM(F) I/C Level-2: If activity not completed within 10 days of TL: D(F), Subsidiary/CIL

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

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

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

Or

b) fails to achieve a monthly agreed quantity of 70% (Seventy percent) for a period of 3(three) consecutive month or for cumulative period of six months within any continuous period of 18(eighteen) months, save and except to the extent of non-availability caused by i) a Force Majeure event or ii) an act of omission of company, not occurring due to any default of the contractor.

Note: - In such cases the contractor may be debarred for minimum one year from participating in future bidding allowing the present business to continue without going into termination of the contract.

Or

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

Or

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d. fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by the Engineer-in-charge in a notice in writing

Or

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

Or

f. obtains a contract with the company as a result of ring tendering or other non-bonafide method of competitive tendering

Or

g. transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Engineer-in-charge. The Engineer-in-charge may give a written notice; cancel/terminate the whole contract or portion of it in default.

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

However, when company decides to cancel the contract in parts as per 9(a) & 9(b) above, the quantity considered for partial cancellation shall be dealt as per clause 10 of Conditions of Contract and balanced quantity shall be executed by the contractor as per terms and conditions for the remaining quantity both in terms of daily agreed progress of work as well as total remaining quantity.

Further, when company decides to cancel the contract in full as per 9(a) & 9(b) above, it shall be dealt as per guidelines for Special Purpose Limited Tender (SPLT) till new tender is awarded.

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

9.1 The contract shall stand terminated under the following circumstances:

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

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- c). If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 days.
- d). On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to legal representative or to the partnership concern.

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

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

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

- i) Forfeiture of security deposit comprising of performance Security and retention money and additional performance security, if any, at disposal of the employer.

Or

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

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

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

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

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

Note:-

In the above case, approval of Tender accepting authority (TAA) shall be taken. In case Board or Empowered Committee or FDs of CIL/Subsidiary or CMD is tender accepting authority, then the approval of CMD of CIL/Subsidiary is to be obtained and if the TAA is below CMD level then approval of TAA shall be obtained. However, banning shall be done as per Guidelines for Banning Business.

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

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

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

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

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

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

9.5 Deleted

10 ACTIONS AFTER PARTIAL CANCELLATION/TERMINATION OF CONTRACT.

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

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

i) Forfeiture of security deposit comprising of performance Security and retention money and additional performance security, if any, at disposal of the employer.

Or

ii) 20% of value of cancelled work. The value of the cancelled work shall be calculated for the items and quantities cancelled (as per provision of agreement) at the agreement rates, when notice in writing for termination of work was issued to the contractor.

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

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

In the event of above course being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, equipments or entered into agreement or made advances on any account or with a view to the execution of work or performance of the contract. All the other terms and conditions of contract shall remain unaltered.

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10 (A) COMPLETION CERTIFICATE:

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

11. RESPONSIBILITIES OF THE CONTRACTOR

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

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

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

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provisions.

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

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

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

The percentage discount from the estimated value quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess. 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 bidder/contractor.

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

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

If BCCL fails to claim Input Tax Credit(ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier/vendor of goods and services in incorporating the tax invoice issued to 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.

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

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- viii The company reserves the right to deduct/ withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.
- ix. The contractor/contractors shall make his/their own arrangement for all materials, tools, staff and labourer required for the contract, which shall include cost of lead, lift, loading, unloading, railway freight, recruiting expenses and any other charges for the completion of the work to the entire satisfaction of the company. The Contractor shall at his own cost arrange maintenance/repair of all equipment required/deployed for the work. The Company shall have no liability whatsoever on this account.
- x. DELETED
- xi. Provision Related to Employment of Labour, Payment of wages and Provident Fund Deduction

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

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

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

Note:

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

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

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

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

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

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

- a. The contractor shall at all times during the pendency of the contract indemnify the company against all claims, damages or compensation under the provisions of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.
- b. The contractor shall pay directly the ex- gratia amount of ₹ 15.00 lakhs [or such other amount as decided by the Company from time to time] to the same dependent, as per the terms of Contract or through Insurance company by availing Group Personal Accident Insurance Policy for all its workers before commencement of the contract, which shall be renewed periodically to cover the entire duration of the contract. No reimbursement shall be made on this account by CIL/ subsidiaries.

In order to comply with the above provisions, contractor shall immediately on receipt of letter of acceptance/ work order shall obtain group personal accident insurance in respect of all the workmen engaged in mining activities to assure such payment of ₹ 15.00 Lakhs 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 be exclusively with the contractor.

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

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

xiv. deleted

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

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

xvii. RFID system is to be implemented in weigh bridges soon. All vehicles of the contractor which will carry coal and any other material which is required to be weighed will be issued RFID tag by BCCL. The contractor shall obey all provisions and guidelines issued time to time by BCCL to make the system effective and successful.

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

12. Settlement of disputes with the contractor:

It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However if such disputes take place between the contractor and the department, efforts 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 disputes in two stages:

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In first stage dispute shall be referred to area Area GM/ GM, HoD(C). If difference still persists the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of director of the company who shall be the Chairman of the committee.

If differences still persist, then matter shall be resolved through conciliation.

Conciliation:

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

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

Disputes or differences relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprise (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Department), shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 05/003/2019-FTS-10937 dated 14th December 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

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

13. SETTLEMENT OF DISPUTES THROUGH ARBITRATION

(i) Normally, there should not be any scope of dispute between the employer (department) and the contractor after entering into a mutually agreed valid contract. However, due to various unforeseen reasons, disputes may arise during the progress of the contract between the employer (department) and the contractor.

Therefore, the conditions governing the contract shall contain suitable provision for settlement of such disputes / differences binding on both the parties.

(ii) Mode of settlement of such disputes/differences shall be through Arbitration. However, when a dispute/difference arises, then, depending on the position of the case, either the employer (department) or the contractor shall give notice to the other party of its intention to commence arbitration. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015.

(iii) Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued.

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

(v) Legal Advice: While processing a case for arbitration, the purchase organization is to take legal advice, at appropriate stages from competent authorities viz their Legal Department.

(vi) Following clause shall be included in the General Conditions of the Contract (GCC):

Sole Arbitration Clause:

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

- (a) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his/her award being set aside by the court for any reason, it shall be lawful for the Chairman, CIL / CMD of Subsidiary Company (as the case may be) to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.
- (b) It is further a term of this contract that no person other than the person appointed by the Chairman, CIL / CMD of Subsidiary Company (as the case may be) as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.

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

The venue of arbitration shall be the place from which the contract is issued or such other place as the Chairman, CIL / CMD of Subsidiary Company (as the case may be) at his discretion may determine.

(vii) Contracts with Partnership firm/ Joint Venture/Consortium: A partner is the implied authority to bind the firm in a contract coming in the purview of the usual business of the firm. The implied authority of a partner, however, does not extend to enter into arbitration agreement on behalf of the firm. Therefore, while entering into a contract with partnership firm /Joint Venture/Consortium care should be taken to obtain consent of all the partners to the arbitration agreement.

A suitable clause for obtaining consent of all the partners to the arbitration agreement shall be included in the General Conditions of the Contract (GCC).

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viii) In cases where CIL/ Subsidiary has challenged an arbitral award and as a result, the amount of the arbitral award has not been paid, 75% of the arbitral award (which may include interest up to date of the award) shall be paid by CIL/ Subsidiary to the contractor/ concessionaire against a Bank Guarantee (BG). The BG shall only be for the said 75% of the arbitral award as above and not for the interest which may become payable to CIL/ Subsidiary should the subsequent court order require refund of the said amount.

The payment may be made into a designated Escrow Account with the stipulation that the proceeds will be used first, for payment of lenders' dues, second, for completion of the project and then for completion of other projects of CIL/ Subsidiary as mutually agreed/ decided. Any balance remaining in the escrow account subsequent to settlement of lenders' dues and completion of projects of CIL/ Subsidiary may be allowed to be used by the contractor/ concessionaire with the prior approval of the lead banker and CIL/ Subsidiary. If otherwise eligible and subject to contractual provisions, retention money and other amounts withheld may also be released against BG.

The only circumstances in which such payment need not be made is where the contractor declines, or is unable, to provide the requisite bank guarantee and/or fails to open an escrow account as required. Persons responsible for not adhering to are liable to be held personally accountable for the additional interest arising, in the event of the final court order going against the procuring entity.

ix) Arbitration /court awards should be critically reviewed. In cases where there is a decision against CIL/Subsidiary the decision to appeal should not be taken in a routine manner, but only when the case genuinely merits going for the appeal and there are high chances of winning in the court/ higher court. There is a perception that such appeals etc. are sometimes resorted to postpone the problem and defer personal accountability. Casual appealing in arbitration / court cases has resulted in payment of heavy damages / compensation / additional interest cost, thereby causing more harm to the exchequer, in addition to tarnishing the image of the Government.

(x) Legal department of CIL/Subsidiary should monitor the success rate of appealing against arbitration awards. There should be a clear delegation to empower officials to accept arbitration / court orders. A special board / committee may be set up by legal department of CIL/ Subsidiary to review the case before an appeal is filed against an order. Arbitration /court awards should not be routinely appealed without due application of mind on all facts and circumstances including realistic probability of success. The board / committee or other authority deciding on the matter shall clarify that it has considered both legal merits and the practical chances of success and after considering the cost of, and rising through, litigation / appeal / further litigation as the case may be, it is satisfied that such litigation / appeal /further litigation cost is likely to be financially beneficial compared to accepting the arbitration / court award.

14. DELETED

15. 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 (if applicable) and the amount shall be adjusted with the payment to be made to the supplier/vendor against their bill/invoice or any other dues.

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

17. CLOSURE OF CONTRACT:

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

18. GRIEVANCE REDRESSAL:

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

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SPECIAL TERMS & CONDITIONS

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

The company shall have the right to inspect or arrange inspection of the vehicles/ equipment deployed by the contractor for the work at any time and declare any vehicle/ equipment unsafe and ask for its immediate withdrawal from the site/ operation. The contractor shall ensure prompt/ immediate compliance of the same.
- 3.04 The contractor shall at his own cost, arrange for regular checking/ maintenance/ repair of the tipping trucks/ equipment and keep them in good and safe conditions at all times.

Proper records of such checking/ maintenance/ repair shall be maintained in a Log Book kept on the vehicle for the purpose, which shall be readily available for inspection whenever required.
- 3.05 Only experienced, skilled and disciplined drivers of sound health, good behavior and character having valid and requisite driving license shall be deployed by the contractor for driving the tipping trucks/trucks/ pay loaders/equipment deployed for the work.

In no case any unauthorised driving of the tipping trucks or operation of pay loaders/ equipment shall be permitted by the contractor.
- 3.06 The tare-weight, gross weight, maximum carrying capacity of the truck and the dimensions of the body of the truck shall be clearly indicated on the body of each tipping trucks deployed for the work and maintained in good legible condition, at all times.
- 3.07 No addition or alteration to the size of the body or any such truck shall be carried out, without prior approval of the Project Officer/ General Manager. The trucks shall be loaded only upto the maximum carrying capacity and shall not be overloaded under any circumstances.

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- 3.08 All the coal transportation tippers/trucks must be covered properly to avoid dust generation during transportation of coal.
- 4.00 No manual workers shall be engaged by the contractor for loading/ unloading of the trucks or loading of wagons, under any circumstances whatsoever.
- 5.00 The contractor shall bring/ take back and arrange for the transportation of the trucks/ equipment/ men and materials required for the work at his own cost.
- 6.00 Contractor's trucks should ply only on specified routes/ roads. In case, plying of the trucks on any other route/ road become necessary, due to any reason, prior approval for the same shall be taken by the contractor from the Project Officer/ General Manager. In case of violation of this provision penalty may be imposed on the contractor and/ or the contract terminated.
- 6.01 The lead distance slab in transportation of coal/sand/OB should be within a particular distance slab if the distance measurement falls within that slab and if any extra distance is beyond a particular distance slab, it should be considered for the next slab, i.e. if distance is within and up to 1 km, it should be in distance slab of 0-1 km and if it is more than 1 km and within & up to 2 km, it should be considered in 1-2 km slab and so on and the rates/payment should be made accordingly. This procedure for fixation of lead distance slab and payment thereof will be applicable for all the ongoing contract from the date of approval and also will be applicable for future contracts.
- If the actual measured distance in a particular slab fall within +100 meters from upper limit of that slab, then it should be measured thrice by the standing distance measurement committee and lowest of the three measurements would be taken as actual distance. Then it will be verified by a check measurement committee at Headquarter level duly constituted by D(T)OP. The observation of the measurement committee will be taken as final and binding.
- 7.00 The work shall be executed round the clock on all the days of week as directed by the Project Officer/ General Manager within the Area and the contractor shall be obliged to comply with the same. However coal/sand/magnetite loaded trucks from one Area to other Areas including washeries will ply during day hours only i.e. from 6:00 AM to 6:00 PM. In case of exigency prior approval of concern Director should be obtained for relaxation in time on case to case basis.
- 8.00 The contractor shall not have any claim whatsoever for the idleness of his tipping trucks/ trucks/ pay loaders/ equipment/ employees for want of coal or non-availability of departmental equipment or lack of space available at the unloading site or any dislocation en-route and/ or for any other reason.
- 9.01 The contractor shall at his own cost arrange for all materials, stores, spares, tools, tackles etc. and maintenance/ repairs of the tipping trucks/ payloaders/ equipment required/ deployed for the work. The Company shall have no liability whatsoever on this account.
- 9.02 In emergent situations and provided the contractor makes an application in this regard, POL, if available with the Company, may at the sole discretion of the Company, be issued to him with the approval of the Area General Manager but value of the same alongwith the handling/ departmental charges as per the then prevailing rules of the Company shall be charged from him or recovered from his bills/ security deposit.
- 10.00 The contractor shall maintain proper records in English/ Hindi of the trucks/ equipment/ persons, etc.deployed for the work, work done, daily attendance of the

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employees, payment to the employees etc. and the Company shall have the right of access to and inspection of these records or to call for any or all these records or ask the contractor to submit such reports as it considers necessary and the contractor shall be bound to comply with such instructions.

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

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month and off-take from stock to the siding/ CHP as per 14.01/14.02 above and payment shall be made to the contractor (s) accordingly.

- 14.04 In case two or more contractors are engaged for the transportation work, the reconciled total quantity for the month arrived at in 14.01/14.02 & 14.03 above shall be distributed between the transporting contractors, in proportion of the number of trips performed by each, during the month or in any other manner which the General Manager considers more appropriate.
- 14.05 In case there is mixed contractual and departmental transportation to stock/CHP/Siding, the quantity transported departmentally shall be separated to arrive at the quantity transported contractually for 14.01/14.02 & 14.03 above.
- 15.00 In case two or more contractors are engaged on picking/ breaking and wagon loading, the distribution of the reconciled quantity for the month shall be arrived at in clause 14.01, 14.02 & 14.03 above.
- 16.00 In case of transportation of coal to the Washery, payment shall be made on the basis of the actual quantity received at the Washery, as per weighment of the trucks at the washery end, subject to such verification as the General Manager may consider necessary and appropriate.

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

- 17.00 In case the weighbridge of the loading end goes out of order or is not available, the Project Officer/General Manager shall make alternative arrangement for weighment of the trucks or such arrangement (s) as he considers necessary to ensure that all coal loaded at the loading end reaches the destination
- 18.00 In case the trucks are being weighed both at the loading end as well as unloading end, the figures of weighment at both the ends shall be reconciled every month in respect of each contractor and if there is any shortage of coal received at the unloading end beyond the maximum permissible error/tolerance in any of the trip, the value of coal found short, will be deducted as under:

- a). For the variation in quantity up to 2% (two percent) at the rate of prevailing sale price of the said grade of coal.
- b). For the variation in quantity exceeding 2% (two percent) double the then prevailing rate.

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

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

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

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- 20.00 If the work of transportation/ removal of picked out band/ shale/ stone/ extraneous materials/ overburden/washery rejects is contracted out payment for the same shall be made on the basis of volumetric measurement of trucks, duly verified against the volumetric measurement of such materials at the site of unloading where weighing of such materials is not possible.
- 21.00 In case two or more contractors are engaged for loading of wagons at any siding, the allocation of wagons to be loaded by each of them will be decided by the Project Officer/ General Manager, which will be final and binding on each contractor.
- 22.00 Wagons supplied at the siding shall be loaded by the wagon contractor (s) within the free loading time given by the Railways, which may vary from time to time.
- 23.01 (i) If the demurrage of wagons occur due to less availability of coal at the siding because of less transportation of coal, the contractor transporting coal shall be held responsible and liable for the same and the demurrage charges incurred shall be recovered from him.
- (ii) If the demurrage is due to failure on the part of two or more coal transporting contractors the demurrage charges shall be apportioned by the General Manager/ Project Officer, amongst the concerned contractors as he considers appropriate and his decision in the matter shall be final and binding on each of these contractors.
- 23.02 (i) If the demurrage occurs due to failure on the part of wagon loading contractor the demurrage charges incurred shall be recovered from the wagon loading contractor.
- (ii) In case there are two or more contractors for wagon loading, the contractor who has not completed the loading of all the wagons allotted to him, within the free loading time, shall be held responsible and liable for the demurrage and demurrage charges for the full rake shall be recovered from him.
- (iii) In case demurrage of any rake occurs due to failure on the part of two or more wagon loading contractors, demurrage charges for the rake shall be recovered in proportion of the number of wagons allotted to each of them for loading.
- 23.03 (i) If the demurrage of wagons occurs due to failure on the part of the picking and breaking contractor, for not making available adequate quantity of clean and sized coal free from stone/ shale/ extraneous materials, he shall be liable for the demurrage charges incurred and the same shall be recovered from him.
- (ii) In case the demurrage occurs due to failure of two or more picking/ breaking contractors, the demurrage charges shall be apportioned in the manner as considered appropriate by the Project Officer/ General Manager and his decision shall be final and binding on each of the concerned contractors.
- 24.01 The wagon loading contractor (s) shall be also responsible for cleaning of the siding tracks/ between the line and on both sides of the same, leveling of coal loaded into the wagons and lime washing on the top of the same, in respect of the wagons allotted to him/ each of them.
- In case any rake is put on demurrage/ any penalty is imposed on the company for failure on the accounts, the same shall be recovered from the contractor/s concerned.

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- 24.02 In case any derailment of wagons occurs due to non-cleaning of the tracks by the wagon loading contractor(s) the charges/ penalties for the same levied by the Railways as also the demurrage charges for the same shall be recovered from the defaulting contractor (s).
- 24.03 All such charges/ penalties shall be apportioned between the defaulting contractors, as the General Manager thinks fit and reasonable and his decision in all the above cases shall be final and binding on the contractors concerned.
- 25.00 In order to ensure proper loading of wagon, the loading contractor shall ensure loading upto proper level keeping in view the stipulated carrying of the wagons and the loading will be done as per directions of Colliery/Project/ Area officials responsible for the supervision of the loading of wagons at siding.
- 26.00 The wagon-loading contractor shall load clean coal free from stone/ shale/ bands/ extraneous materials and of stipulated size.
- 27.00 The daily rate of transportation shall be about the yearly quantity divided by the number of working days in the year +/- 30% but the contractor may be called upon to transport still more/still less quantity and no claim whatsoever shall be against company on account of such variations. The contractor/s shall make necessary arrangements and ensure transportation, of coal etc on daily basis, as advised by the General Manager/Project Officer.
- 28.0 In case a contractor fails to deploy adequate number of pay loaders, the company may, without any reference to the contractor, deploy its own pay loader/s and or make alternative arrangements for loading of the wagons/trucks for which double the wagon/ truck loading charges payable in the contract, for the quantity loaded by the Company's Payloader/s or the extra expenditure incurred by the Company on alternative arrangement made shall be recovered from the contractor.
- 29.01 The Contractor shall post adequate number of competent, experienced, skilled and disciplined persons having good character for satisfactory execution of the work. A list of all such persons shall be kept in the office of the contractor and a copy of the same shall be furnished to the General Manager/Project Officer as and when required. All these persons shall be in the direct employment and under direct administrative control of the contractor and the management shall have no responsibility/ liability whatsoever in this regard.
- 29.02 The contractor shall issue an identity card/ employment card to each employee with photograph duly attested by him which the employee shall always carry with him, while on work and produce for inspection whenever required.
- 30.00 The contractor shall not engage any person of less than 18 years of age or females during night hours as required by relevant law.
- 31.01 The contractor shall pay to his employee's salary and wages in accordance with clause no.11 (xi) of General Terms and Conditions to the workmen of the colliery/washery where he is working under this contract.
- 31.02 DELETED
- 31.03 The contractor shall prepare the wages sheet for his employees in duplicate, a copy of which shall be regularly submitted to the Project Officer.

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

32.02 The contractor shall also comply with the provisions of the CMPF / EPF and regularly deposit the contributions in accordance with the same. The Company shall have no liability whatsoever in this regard.

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

34.00 The contractor shall arrange for the training of his employees in accordance with the Mines Vocational Training Rules, 1966 as amended from time to time, at his own cost.

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

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

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

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

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

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

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

(A) FOR COAL:

(i) Tipper

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

- VF=DR/7.64 (For a lead of 0-1 km)
- VF=DR/11.24 (For a lead of 1-2 km)
- VF=DR/14.38 (For a lead of 2-3 km)
- VF=DR/17.06 (For a lead of 3-4 km)
- VF=DR/19.28 (For a lead of 4-5 km)
- VF=DR/21.04 (For a lead of 5-6 km)
- VF=DR/22.34 (For a lead of 6-7 km)
- VF= DR/23.18 (For a lead of 7-8 km)
- VF=DR/23.56 (For a lead of more than 8 km)

Where

VF= Diesel price variation in Rs. per Te

D=one-way Lead in km,

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

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

The above formulae will be applicable for tippers of all capacity

(ii) Excavator (for loading of Coal)

Diesel price variation $VF=0.113 \times R$

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

(iii) Pay Loader (for loading of coal)

Diesel price variation $VF=0.066 \times R$

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

Diesel price variation $VF= 0.066 \times R$

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

38.00 All tippers shall have its registration number written with paint on both sides of the tipper body (Dala) of 3"-4" size letters/numbers apart from usual number in front and back which is properly fixed and no hanging number plate will be allowed.

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VOCATIONAL TRAINING AND SAFETY REQUIREMENTS

A) VOCATIONAL TRAINING

1) OBLIGATION ON THE PART OF CONTRACTOR.

(i) Contractor shall ensure Initial and Refresher Vocational Training to his employees and supervisors as per Vocational Training Rule 1966 (read with any amendments) at the Company's training centre. Training shall be imparted to all workers, well in advance, before deployment in the mines. Trainees completing the training successfully shall be issued Training Certificate/Card. Trainees shall be entitled to receive stipend as per Mines Vocational Training Rules, 1966 (and its amendment from time to time) and /or other applicable minimum wages/remuneration whichever applicable for the period of training concerned.

(ii) The Contractor shall pay stipend as per Mines Vocational Training Rules, 1966 (and its amendment from time to time) and /or other applicable minimum wages/remuneration whichever is applicable to the entitled trainees as per Vocational Training Rule 1966 for the entire period of training through Bank within 30 days of completion of training. In case of failure to pay stipend, the employer shall pay the same to trainees who complete training successfully. Payment so made, shall be recovered from the bill of the Contractor.

(iii) The cost of stipend as per Mines Vocational Training Rules, 1966 (and its amendment from time to time) and /or other applicable minimum wages/remuneration whichever applicable to impart Vocational Training, shall be borne by the Contractor.

(iv) Contractor shall receive training card/ certificate for trained persons, from the employer's training centre. The Contractor shall maintain record of such trained persons with copy of certificate. A copy of certificate shall be submitted to the Engineer-In- Charge. Only trained persons shall be deployed for the contracted work.

(v) The contractor at their own cost, shall arrange training for all their operators and technicians through effective Simulators and 3D virtual Reality Systems before their actual deployment in the job and such training shall also be imparted at regular intervals as per Vocational Training Rules (and its amendment from time to time) to maintain their safety-oriented skills.

(vi) The Contractor shall ensure that only trained and skilled persons are deployed at work site during the contract period.

2) OBLIGATION ON THE PART OF EMPLOYER.

(i) The employer shall arrange vocational training at the employer's training Centre as may be required in conformation with V.T. Rule and the nature of work. Certificate to workers, completing training successfully shall be issued. Record of such trainees with their photograph shall be maintained.

B) SAFETY REQUIREMENTS

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1. (i) The Contractor shall comply with provisions of this agreement and shall be responsible to carry out all the Jobs & activities related to this contract strictly as per the provisions of all applicable statutes including Mines Act 1952, Coal Mines Regulation 2017, Mines Rules 1955 and related amendment thereof issued from time to time and conform to Standard Industry Practice for securing the safety of mines, equipment and individual within and about site of the operation/activities of the contract.

The Contractor shall through its Board of Directors/Partners shall nominate either himself or a person(s) who shall be responsible as per applicable statutes including Mines Act 1952 and Coal Mines Regulation 2017, for the management, control, supervision or direction of all the jobs & operation/activities assigned in this contract as above. Prior to start of the job of this contract, the contractor shall submit this nomination documents to the Engineer- In- charge, who shall arrange for submission of notice in prescribed format(s) to Regulatory Authorities or appropriate Government or Authorities.

(ii) The Contractor shall develop, implement and administer a surveillance, safety and health programme for providing a safe environment on and about the mine/ site. Contractor shall provide relevant workplace safety and health hazards awareness and training to his workers prior to commencing and as work progresses. Such safety & health measures shall be implemented by the contractor during entire contract period or extended period.

(iii) Safety requirement include measures associated with safe movement, safety management, safety equipment, fire safety, enforcement and emergency response.

(iv) The contractor shall at all times be for observance of safety responsible for procedure by its employees and agents.

(v) The Contractor shall comply with the instructions issued by appropriate Government Authority and directions of Employer.

(vi) "All cost or expenses arising out of or relating to compliance of safety requirement & up- skilling of his employees shall be borne by the Contractor."

(vii) Contractor shall submit list of persons deployed for the work to Mine Management and Engineer-in-Charge and Mines Manager. No person shall be deployed for the work without knowledge of the Mine Manager.

(viii) All employees deployed for the work shall undergo Initial Medical Examination - IME and Periodical Medical Examination - PME as per statute and the record of the same shall be maintained by the contractor and copy of the same shall be provided by the contractor to the office of the Mine Manager for record keeping.

(ix) Contractor shall issue "Identity Card" with photograph duly attested mentioning Name of Contractor, Name of employee, Designation, DOB, Date of IME/PME, VTC and period of validity etc. to each of his employees. The contractor shall ensure that his employees shall carry original identity card, while on work and produce for inspection whenever required. Contractor shall maintain Form 'A' of his employees and a soft copy shall be submitted to

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the Engineer-In- Charge. Daily attendance of contractor employees shall be marked in Form 'D' for IN and OUT.

(x) Contractor shall establish effective ongoing communication and co- ordination between. appropriate levels of supervisors, officials and senior officials of the mine prior to commencing work, which shall include provisions for identifying hazards and the measures to eliminate and control risks related to the assigned work & the site.

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

(xii) Safe Operating Procedure (SOP)/Code of Practice (COP)/traffic rule for the work shall be prepared by the contractor and after the approval of the Mines Manager, these shall be displayed in working place/important places in languages understood by the employees and these shall also be handed over to concerned employees by the contractor under proper record. Copy of SOP and site-specific Code of Practice shall be given to the EIC/Authorized Representative. Contractor shall deploy qualified and competent persons to ensure proper management and supervision on the work as per statute and SOP.

(xiii) Contractor shall ensure that the installation, running and maintenance, in safe working order, of all machinery in the mine deployed by him shall be under the charge of competent persons in each working shift, in accordance with Coal Mines Regulation, 2017 and its amendment thereof. All these competent persons shall also be authorized by the mine manager.

All these competent persons shall be trained by the contractor.

Competency of the Operators and Drivers of HEMM and machinery shall be evaluated by a Evaluation Board constituted by the Mine management in accordance with Coal Mines Regulation 2017 and its amendment thereof before their actual deployment in the mine. Such evaluation shall be done through a specified SOP.

(xiv) Contractor shall ensure that the competent persons authorized by Mine Manager are deployed as in-charge(s) of his machines, vehicles, equipment, HEMMS etc., and shall ensure that before commencing work these are in proper & safe working order. In respect of electrical machinery, machine-parts, plant, work-shop etc, such competent person shall be an engineer or electrician holding qualifications as specified in Central Electricity Authority (Measure relating to Safety and Electric Supply) Regulation, 2010 and amendments thereof. These authorized competent person(s) shall record the result of such checking & examination in bound paged book(s) kept for the purpose, which shall be verified by the authorized representative(s) of Engineer-In-Charge of this contract.

(xv) Contractor shall ensure Group Insurance for all employees for a minimum coverage of Rs. 15 Lakhs or any amount revised from time to time.

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(xvi) Contractor shall ensure that working hours for his employees comply with relevant sections of Mines Act 1952 amended from time to time and amendments thereof.

(xvii) Contractor shall ensure the arrangements for reporting work related injuries and diseases, ill health and incidents among his workers while performing work in the mine. Contractor shall submit list of all accidents and analysis thereof.

(xviii) Contractor's workers shall not remain unattended in the mine and or working face. Breakdown of machinery in mine shall be attended by competent supervisor of the contractor.

2. Safety requirement for equipment, vehicles and machinery:

(i) All equipment shall be provided with adequate safety features as per relevant statutes and instructions thereunder communicated from time to time. The operator's seat should be ergonomically designed. Operator's cabin shall be air-conditioned and substantially strong to protect operator from dust, heat and noise and flying object protection. Contractor shall ensure that all equipment and vehicles deployed by him shall have Audio Visual Alarm (AVA), rear view camera, proximity detection and warning device, additional warning system for operator's fatigue, rear vision system, efficient brakes, turbo charger guard, front and rear light, speed retarder, Semi/AFDSS, Seat belt & its reminder system, Dump body Stabilizers, Auto Dipping, Cabin guard extension etc. to conform to the relevant statute.

(ii) Contractor shall deploy only those equipment, HEMM, trucks, tippers, vans and vehicles etc. in the mine which are designed so as to afford the respective operator a clear and uninterrupted vision all around while in operation.

(iii) Contractor shall ensure that all these machineries which are used in mine shall be fitted with such safety features or devices as stipulated in the Gazette notification no. G.S.R. 987(E) issued on dated 01.10.2018, its amendments and related DGMS Circulars issued from to time. Contractor shall also ensure that the fitment of safety features with minimum design requirements as mentioned in the DGMS Circular no. 06 of 2020 dated 27.02.2020, are provided and maintained in safe working order in respect of the machineries

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

(v) In surface miner shall have automatic water sprinkling arrangement and firefighting arrangements.

(vi) Contractor shall ensure that truck mounted drill machines designed for tube well drilling for sources of water shall not be used and only proper type of blast hole drill machine, especially designed for mining purpose, shall be used in the mine. All drills shall be fitted with portable fire extinguisher and wet drilling system shall be functional when deployed in drilling operation.

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(vii) Contractor shall ensure that all machinery and plant used in connection with this contract are of good design, sound construction, and suitable material, adequate strength, free from patent defect and are properly maintained. Contractor shall ensure that no person except an engineer or other competent person under his supervision shall undertake any work on such machinery, plant and workshop jobs in which technical knowledge or experience is required.

(viii) Contractor shall ensure that only such fitters or mechanics possessing driver's or operator's license, shall be deployed in mine to carry out test-run of such machineries deployed by him.

(ix) Contractor shall ensure that no person other than the operator or any person so authorized in writing by the mines manager shall be allowed to ride on a heavy earth moving machinery deployed in connection with this contract.

3. Road Worthiness of Vehicle:

(i) Contractor shall provide roadworthy transport vehicle/pick-up van for movement of his maintenance crews and operators of equipment, machine, vehicles. These vehicles shall have limiting speed device and recorder. These vehicles and all other maintenance & Service Van /vehicles deployed by the contractor shall be fitted with standard safety features required by the relevant statute. All such vehicles shall maintain carry (a) RC Book, (b) Valid Insurance. (c) Valid Pollution Clearance Certificate(d) Valid Fitness Certificate, (e) Operation Manual &Maintenance Manual, (f) Any other requirement as per RTO.

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

4. In case of non-compliance of safety and health requirements as per statutes & provisions of this contract, Code of Practices, Traffic Rules, Standard operating Procedures, instructions given by Engineer- in-Charge/Mine Manager / site in-charge(s) etc., the following sanctions and penalties shall be applicable on the contractor:

(i) The authorized mine officials shall have the right to stop the work related to this contract whenever a risk of bodily injury is apparent and to suspend the related operation until the necessary remedies have been put in place. They shall have the right to send out of the mine any such person or machine which infringes or attempt to infringe any provision of the Mine Act- 1952 amended from time to time, Rules, Regulations, by-laws or any order made thereunder, or fails to carry out the direction given with regards to safety. If any dangerous condition & operation in the work place of the contractor is observed by the mine official, he shall withdraw all persons from this place and fence off the site till the danger has been removed.

(ii) Representatives authorized by the Contractor for the management & supervision of the work in the mine shall be liable for punitive disciplinary action by the contractor

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actions, in case of noncompliance of provisions related to discipline, safety & health in connection with the men. machineries, activities of this contract.

(iii) In case of repeated violations involving non-compliances of provisions related to discipline, safety and health of men and machineries deployed by the contractor, the Engineer-In-Charge shall have the right to suspend the related work, activities, men, machines, etc. In such cases, the company through its Engineer-In-Charge shall levy the compensation from the contractor's bills for the losses incurred by the company on account of such suspensions.

(iv) Recurrence of same violation more than 3 (three) times shall be construed as repeated violation. The penalty on account of loss of work due to such violation or actions thereafter, shall be 5% (five percent) of the value of work for the period of loss. The value of work per hour shall be derived from the contract value excluding GST by dividing it with contract period in hours, as per LoA/ Work Order.

The compensation such levied shall not be refunded. The aggregate of such compensation levied shall be limited to 2% (two percent) of the total contract value and shall be apart from other penalties as applicable under GTC Clause- 6.2(iv). The shortfall in quantity due to suspended work as mentioned above shall not be included in the quantity accounted for shortfall penalty.

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GUIDELINES ON DEBARMENT OF FIRMS FROM BIDDING

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

1. Observance of Principle of Natural Justice before debarment of firm from Bidding. The bidder/contractor shall not be debarred unless such bidder/contractor has been given a reasonable opportunity to represent against such debarment (including personal hearing, if requested by the bidder/contractor).
2. The terms 'banning of firm', 'Suspension', 'Blacklisting' etc. convey the same meaning as of 'Debarment'.
3. The order of debarment shall indicate the reasons(s) in brief that lead to debarment of the firm.
4. The contracting entity may be debarred from bidding in the following circumstances: -
 - i) Withdrawal of Bid as per relevant provisions of tender document.
 - ii) If L-1 Bidder fails to submit PSD, 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 debarred from future participation in tenders keeping his present contract alive.
 - b. On termination of contract.
 - vi) Willful suppression of facts or furnishing of wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means.
 - vii) Formation of price cartels with other contractors with a view to artificially hiking the price.
 - viii) The contractor fails to maintain/ repair/ redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.
 - ix) Contractor fails to use Mobilisation advance (if any) given to him for the purpose it was intended.
 - x) Contractor fails to renew the securities deposited to the department.
 - xi) The contractor fails to rectify any lapse(s) in quality of the work done within defect liability period.

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xii) Transgression of any clause(s) relating to Contractor's obligation defined in the Integrity Pact wherever such Pact exists.

xiii) Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.

xiv) If it is determined that the bidder has breached the Code of Integrity for Public Procurement (CIPP) as provided in the tender document.

xv) False declarations w.r.t Make in India Order.

xvi) In case of supply of sub-standard materials, sub-standard quality of work, non-execution of work, non-supply of materials, failure to abide by bid securing declaration (if any) etc.

In case of price cartel, matter shall be reported to the Competition Commission and requesting, inter-alia, to take suitable strong actions against such firms.

5. Such 'Debarment, if any when effected, shall be with prospective effect only. The effect of 'Debarment' shall be for future tenders from the date of issue of such Order. No contract of any kind whatsoever shall be placed to debarred firm after the issue of a debarment order by DoE/MoC/CIL/Subsidiary (as applicable) if such debarment has been done before the last date of bid submission. Even in the case of risk purchase, no contract should be placed on such debarred firms.

In case, any debarred firms have submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security/ EMD submitted by such debarred firms shall be returned to them.

The contracts concluded i.e. issue of LOA/issue of work order, before the issue of the debarment order shall not be affected by the debarment orders.

6. In case CIL is of the view that a particular firm should be banned across all the Ministries/ Departments by debarring the firm from taking part in any bidding procedure floated by the Central Government Ministries/ Departments, CIL may refer the case to MoC with the approval of Chairman, CIL for referring the case DoE with a self-contained note setting out all the facts of the case and the justification for the proposed debarment, along with all the relevant papers and documents.

This shall be done only in those case where debarment has been done across CIL and its Subsidiaries.

7. The debarment shall be for a minimum period of one year and shall be effective for the concerned Subsidiary for the tenders invited at Subsidiary level. Similarly, in case of tenders of CIL HQ, debarment shall be for CIL HQ. However, if such 'debarment' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required. The period of debarment shall not exceed 02(Two) years. In case of clause (4)(vi) & (xv) above, period of debarment shall be 02(Two) years.

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8. Once a contracting entity is debarred, it shall be extended to the constituents of that entity, i.e. partners(jointly and severally) in case of Joint Venture, all the partners(jointly and severally) in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm. The names of partners should be clearly specified in the Debarment Order. If such debarred owner/Proprietor/ Partner make/form different Firms/entity and attempts to participate in tenders, the same shall not be entertained during the currency of such debarment. In case the contracting entity being debarred is a Company then only the Company shall be debarred.
9. The above 'Debarment' shall be in addition to other penal provisions of NIT/Contract document.
10. Debarment in any manner does not impact any other contractual or other legal rights of CIL and/or its Subsidiaries.
11. In case of shortage of firms (less than three eligible firms) in a particular group, such debarments may also hurt the interest of CIL and/or its Subsidiaries. In such cases, endeavour should be to pragmatically analyse the circumstances, try to reforms the firm and may get a written commitment from the firm that its performance will improve.
12. Approving Authority: The 'Debarment' of a contracting entity shall be done with the approval of the Competent Authority as per the details below:
 - a) In case the Accepting Authority of the work is Board or Empowered Committee or FDs or CMD of CIL/Subsidiary Company, then the Competent Authority for debarment shall be CMD of CIL/Subsidiary Company.
 - b) In case the Accepting Authority of the work is up to the level of Director of CIL/Subsidiary Company, then the Competent Authority for debarment shall be Director of CIL/Subsidiary Company.
13. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that period and it shall not be necessary to issue a specific formal order of revocation. A debarment order may be revoked before the expiry of the Order, by the competent authority, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.
14. Appellate Authority for debarment orders shall be CMD of CIL/ Subsidiary Company. In case the debarment is done with the approval of CMD of the Subsidiary Company then Chairman, CIL shall be Appellate Authority. The appellate authority in case debarment is done with approval of Chairman CIL, shall be CFD of CIL.
15. Any change on the above may be done with approval of FDs of CIL.
16. All the orders of debarment or orders passed in appeal shall be marked to GM(CMC) / Civil / concerned HODs of CIL/Subsidiary Company/ Application Admin of e-procurement portal of CIL/Nodal officers of Subsidiaries. Application Admin of e-

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procurement portal of CIL/Nodal officers of Subsidiaries shall maintain the master data of such banned firms which shall be made available in the public domain (i.e. on the website of CIL/Subsidiaries/ e-Procurement portal of CIL).

Efforts shall be made by the concerned Department so that such order is linked to GeM portal (if such provision is available on GeM)

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PRE-CONTRACT INTEGRITY PACT
(To be signed on Plain Paper)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... Day of the month of20... , between, on one hand, Bharat Coking Coal Ltd acting through Shri, Designation of the officer, (hereinafter called the "BUYER / Principal", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.represented by Shri....., Chief Executive Officer (hereinafter called the "BIDDER/Seller/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to execute (Name of the work) and the BIDDER/Seller is willing to offer/has offered the services and

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

NOW, THEREFORE,

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

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

Enabling 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.

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- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s)/Contractors(s)

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/ 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. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" shall be as per the provisions at the Annexure-A.

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- e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

- (1) If the Bidder / Contractor / Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor / Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case. In particular the number of transgressions, the position of the transgressors within the company, hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 1 (One) Year and maximum of 2 (two) 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

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Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Debarment of firms from Bidding".

Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating bidder(s)/Contractor(s)/Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Chairman, Coal India Limited / CMD, Subsidiary Companies
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

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- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, Coal India Limited / CMD, Subsidiary Companies and recuse himself / herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairman, Coal India Limited / CMD, Subsidiary Companies within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman, Coal India Limited / CMD, Subsidiary Companies, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman, Coal India Limited / CMD, Subsidiary Companies has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, BCCL.

Section 10 - Other provisions

- (1) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (2) If the Contractor is a partnership or Joint Venture (JV), this agreement must be signed by all partners or JV members.
- (3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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- (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)

(For & On behalf of Bidder/

(Office Seal)

(Office Seal)

Date _____

Date _____

Place -----

Place -----

Witness 1:

Witness 1:

(Name & Address)

(Name & Address)

Signature of applicant with seal and date

Annexure – A

GUIDELINES FOR INDIAN AGENTS FOR FOREIGN SUPPLIER **(Part of Integrity Pact)**

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

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

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

Signature of applicant with seal and date

Annexure - II

PROFORMA OF JOINT VENTURE AGREEMENT

NOT APPLICABLE FOR DISCOUNT BID TENDER

Signature of applicant with seal and date

ANNEXURE-III

**PROFORMA FOR DECLARATION TOWARDS CODE OF INTEGRITY FOR PUBLIC
PROCUREMENT TO BE ACCEPTED UNCONDITIONALLY BY BIDDER/S**

(To be signed on Plain Paper)

To

Tender Inviting Authority,

.....

Sub: Declaration towards CIPP by Bidder

Ref: NIT No.:

Tender Id No:

Dear Sir,

I, Sri,, proprietor, representative, partner ofI / We,
____Proprietor/ Partner / Legal Attorney /Director/ Accredited
Representative of M/s Solemnly declare that:

1. I/we have read and examined the conditions of Code of Integrity for Public Procurement in respect to this contract as laid down in the General Terms and Conditions.
2. Without prejudice to and in addition to the rights of the Procuring Entity to other penal provisions as per the bid documents or contract, if the Tender Inviting Authority comes to a conclusion that a (prospective) bidder/contractor/ Supplier/ consultant/ service provider, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, actions deemed fit as per the punitive actions recommended in the tender document may be taken against me/us.
3. In-case the contract is awarded to me/us, I/we will submit a signed copy of Code of Integrity for Public Procurement, signed by All Partners/Authorized Signatory of the Bidder.

(For & On behalf of the Principal)
Contractor)

(For & On behalf of Bidder/

(Office Seal)

(Office Seal)

Date _____

Date _____

Place -----

Place -----

Witness 1:

Witness 1:

(Name & Address)

(Name & Address)

Signature of applicant with seal and date

Code of Integrity for Public Procurement (CIPP)

1. Introduction

Public procurement is perceived to be prone to corruption and ethical risks. To mitigate this, the officials of Procuring Entities involved in procurement and the bidders/ contractors must abide by the following Code of Integrity for Public Procurement (CIPP). All Procuring officials may be asked to submit sign declarations to this effect while processing PR on ERP of CIL. To implement it uniformly and mandatorily, this undertaking shall be in-built in the PR format in ERP of CIL. The bidders/ contractors should be asked to sign a declaration about abiding by a Code of Integrity for Public Procurement (including sub-contractors engaged by them) during submission of bid, with a warning that, in case of any transgression of this code, it would be liable for punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

2. Code of Integrity for Public Procurement

Procuring authorities as well as bidders, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- i) **"Corrupt practice"**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) **"Fraudulent practice"**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) **"Anti-competitive practice"**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv) **"Coercive practice"**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) **"Conflict of interest"**:

Participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain.

Signature of applicant with seal and date

vi) **“Obstructive practice”**: materially impede the procuring entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity’s rights of audit or access to information;

3. Obligations for Proactive Disclosures

i) Procuring authorities as well as bidders, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declares any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and

ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.

iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest may be evaluated and mitigation steps, if possible, may be taken by the procuring entity. Similarly voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder’s actions in the tender and subsequent contract.

4. Punitive Provisions

Without prejudice to and in addition to the rights of the procuring entity to other penal provisions as per the bid documents or contract, if the procuring entity comes to a conclusion that a (prospective) bidder/ contractor directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the procuring entity may take appropriate measures including one or more of the following:

i) If his bids are under consideration in any procurement

- a) Forfeiture or encashment of bid security;
- b) calling off of any pre-contract negotiations; and
- c) rejection and exclusion of the bidder from the procurement process

ii) If a contract has already been awarded

- a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
- b) Forfeiture or encashment of any other security or bond relating to the procurement;
- c) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;

iii) Provisions in addition to above:

Signature of applicant with seal and date

- a) banning/ debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;
- b) In case of anti-competitive practices, information for further processing may be filed, with the Competition Commission of India;
- c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

NOTE FOR INFORMATION TO THE BIDDERS: Bidders are required to accept the CIPP as available in the Bid document online at GeM portal. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement. In case of Partnership Firms/JV/CONSORTIUM all partners shall sign at the time of agreement.

NOTE FOR INFORMATION TO THE PROCURING ENTITY: A declaration shall be obtained from Procuring Officers for adherence to CIPP at the time of TC recommendation.

Signature of applicant with seal and date

BANK GUARANTEE FOR PERFORMANCE SECURITY

To,

Re: Bank Guarantee in respect of contract No-----

Dated-----between -----(Name of the company)

And----- (Name of the contractor).

WHEREAS

----- (Name and address of the contractor) (herein after called "the contractor") has entered into a contract made as per letter of acceptance dated -----(herein after called the said contract) with BHARAT COKING COAL LIMITED (Name of the company) (hereinafter called "the company") to execute -----(name of the contract and brief description of work) on the terms and conditions contained in the said contract.

It has been agreed that Contractor shall furnish a Performance Security in the shape of Bank guarantee from a Schedule Bank for a sum of ` ----- as security for due compliance and performance of the terms and conditions of the said contract.

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

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

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

Signature of applicant with seal and date

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

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

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

The Bank further agrees with the company that the company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forebear to enforce any of the terms and conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the company or any indulgence by the Company to the Contractor or any other matter or thing

Signature of applicant with seal and date

whatsoever which under the law relating to sureties would but for this provision have the effect or relieving or discharging the Guarantor.

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

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

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

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

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

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

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

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

Signature of applicant with seal and date

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

* The date of guarantee shall cover a period of minimum one year or 90 days beyond the date of completion whichever is more. However, if the contract period is for more than 03 years, then period of validity of the BG should be for at least 03 years with a provision that timely action for extension of the BG should be undertaken at least 03 months before the end of validity.

The subsequent extension shall be for a period of "one year" or "ninety days beyond the period of contract/extended period of contract" if balance period is less than 3 years, else the process will repeat as above.

Not less than 30 (thirty) days prior to expiry of a Performance Security, the Contractor shall furnish an extended, renewed or replacement Performance Security to the Authority, failing which the Authority shall be entitled to, after giving 5 (five) days' notice to the Contractor, draw down the full remaining value of the Performance Security, and hold the amount as security for performance of the Contractor's obligations under this Agreement.

The BG shall be encashed at least 07 days (excluding date of intimation and bank holiday) prior to expiry of BG.

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

The Bank has under its constitution power to give this Guarantee and Sri..... who has signed it on behalf of the Bank has authority to do so.

Signature of applicant with seal and date

Signed and sealed this.....day of.....at.....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code number)

(address)

“The Bank Guarantee as referred above shall be operative at our branch at Kolkata Branch/Dhanbad Branch payable at(pl. specify name of Branch with address)”

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

Signature of applicant with seal and date

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

To

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

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

And (Name of the contractor)

WHEREAS

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

It has been agreed that the Contractor shall furnish a Bank Guarantee from a Schedule bank for a sum of Rs..... as security for release of equivalent amount of Retention Money as per terms and conditions of the said contract.

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

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

The Bank do hereby irrevocably guarantees and unconditionally agree with the Company that if the contractor shall in any way fail to observe or perform the terms and conditions of the said contract or shall commit any breach of its obligation thereunder, the

Signature of applicant with seal and date

Bank shall on its mere first written demand, and without any objection, demur and without any reference to the contractor, pay to the company the said sum of or such portion as shall then remain due with interest without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum, or failing on the company to compel such payment by the contractor.

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

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

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

The Bank further agrees with the company that the company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forebear to enforce any of the terms & conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Guarantor.

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

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

Signature of applicant with seal and date

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

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

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

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

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

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

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

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

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

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

Signature of applicant with seal and date

The Bank has under its constitution power to give this guarantee and Shri who has signed it on behalf of the Bank has authority to do so.

Signed and sealed this.....day of.....at.....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)
(Name)

(Designation)
(Code number)
(address)

“The Bank Guarantee as referred above shall be payable at Kolkata Branch/Dhanbad Branch at.....(pl. specify name of Branch with address)”

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

Instructions to Bidders for both the above BGs

NOTES TO BANK GUARANTEES

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

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

1	Name and details of the Beneficiary	i	Name	
		ii	Area	
		iii	Name of Bank	
		iv	Bank Account No.	***
		v	Department	**

Signature of applicant with seal and date

2	Beneficiary's Advising Bank, Branch and Address for Confirmation of BGs through SFMS	i	Name of Bank	
		ii	Bank Branch Name	***
		iii	Branch Code	***
		iv	Beneficiary Bank Branch IFSC	***
		v	Beneficiary Bank Address	***

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

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

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

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

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

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

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

Signature of applicant with seal and date

MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT.

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

3. Particulars of Bank:

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

4. Date from which the mandate should be effective.

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

Place :

Date:

Signature of the Party / Authorised Signatory

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

Banker's Stamp

Date

Signature of the Authorised official from the Bank

Signature of applicant with seal and date

ANNEXURE- VII

**PROFORMA FOR LETTER OF BID TO BE ACCEPTED UNCONDITIONALLY BY
BIDDER DURING SUBMISSION OF BID ONLINE : FORMAT OF "LETTER OF BID"**

(To Be Accepted Through Unconditionally through Bid Submission Confirmation Sheet)

To,

The Tender Inviting Authority

Bharat Coking Coal Limited

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

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

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

Dear Sir,

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

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

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

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

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

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

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

Signature of applicant with seal and date

Annexure –VIII

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

(To Be Accepted Through Unconditionally through Bid Submission Confirmation Sheet)

FORMAT OF UNDERTAKING

We solemnly declare that:

1. I/We am/are submitting Bid for the workagainst NIT No/Tender ID (to be entered by TIA) Dated..... and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.
3. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
4. I/ We hereby authorize department to seek references / clarifications from our Bankers.
5. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
6. I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time.
7. Certificate regarding compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries
-- I/we have read the Clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries; I/we certify that I am/ we are not from such a

Signature of applicant with seal and date

country or, if from such a country, has/have been registered with the Competent Authority and will not sub-contract any work to a Contractor from such countries unless such Contractor is registered with the Competent Authority. I hereby certify that I/we fulfil all requirements in this regard and I am/ we are eligible to be considered. (Where applicable, evidence of Competent Authority shall be attached.)

8. We hereby confirm that we shall deploy matching equipment, dumpers, tippers etc. of required capacity as per NIT either owned or through hiring.
9. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues (including Earnest Money, Performance Security Deposit) and banning of our firm and all partners of the firm etc as per the tender document.

Signature of applicant with seal and date

ANNEXURE-IX

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

PROFORMA FOR UNDERTAKING

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

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

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

OR

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

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

2. *I/ We hereby confirm that we shall submit CMPF registration certificate before signing of agreement and comply all the other provisions of clause 25.1 of 'Instruction to Bidder'

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

Or

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

3(a). No Banning has been extended as per clause "8" under "Guidelines on Debarment of firms from Bidding" under NIT.

Or

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

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

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

Signature of applicant with seal and date

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

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

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

***Delete whichever is not applicable.**

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

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

7. **I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time.

OR

**I / Wehave been debarred by.....(name of procuring entity) for violation of Preference to Make in India vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time for a period of.....year/s, effective from to.....

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

Note: A bidder who has been debarred by any procuring entity for violation of Preference to Make in India vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment.

8. I/we abide the Code of Integrity for Public Procurement (CIPP) as given in the tender document.

9. *I/we do not have any previous transgression of CIPP in last three years with any entity in any country.

Or

*I / We have been debarred by.....(name of procuring entity) for violation of Code of Integrity for Public Procurement (CIPP), for a period of..... year/s, effective from to.....

***Delete whichever is not applicable.**

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

Signature of applicant with seal and date

FORM OF AGREEMENT
(On Non Judicial Stamp Paper)

Agreement No.

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

Whereas the Employer is desirous that the Contractor execute _____

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

The Common Seal of _____
was hereunto affixed in the presence of : _____
Signed, Sealed and Delivered by the said _____

Signature of applicant with seal and date

in the presence of : _____

Binding Signature of Employer _____

Binding Signature of the Contractor _____

Under Jurisdiction of Dhanbad Court only.

Signature of Witness

(Name, address & date)

Signature of applicant with seal and date

Invitation and Declaration for Negotiations
(Refer Para 25(A) OF ITB)
Invitation for Negotiations
(On letterhead of the procuring entity)

No: _____

Dt: _____

To M/ s _____

Registered A/ D

Sub: Tender No ----- opened on ----- for the supply of -----

Dear Sir,

The rates quoted in your tender are considered high. You are therefore, requested to come for negotiations of rates, on..... (date) at.....(time) at.....(venue).

You should, however, come for negotiations only in case you are prepared to furnish before such date the declaration appended herewith.

A copy of the form in which you may submit your revised offer after negotiations is enclosed.

Yours faithfully,
(Authorised Officer)

Enclosure:

- (1) Form of Declaration
- (2) Form of Revised Offer

FORM OF DECLARATION

(To be signed and submitted before start of negotiations)
(On company letterhead)

No: _____

Dt: _____

To _____

Sub: Tender No ----- Opened on -----for the supply of -----

Ref: Your invitation for negotiations No: dated:

Dear Sir,

I _____ duly authorised on behalf of M/ s. _____ do declare that in the event of failure of the contemplated negotiations relating to Tender No. _____ opened on _____ my original tender shall remain open for acceptance on its original terms and conditions.

Yours faithfully,
Signatures of bidder, or officer
authorised to sign the bid documents
on behalf of the bidder

Place: _____

Date: _____

Signature of applicant with seal and date

Format of Revised Offer in Negotiations
(Refer Para 25(A) OF ITB)
Revised Offer in Negotiations
(On company letterhead)

From.....
Full address.....
To

Sir,

Sub: Tender No ----- opened on -----for the supply of -----

Ref: Your invitation for negotiations no: dated:

1. On further discussions with your representatives onin response to your letter no dated
We are not prepared to reduce the rates already quoted in the original tender, which will remain valid up to.....

Or

1. I/ we reduce my/ our rates as shown in the enclosed schedule of items.
2. I/ we am/ are aware that the provisions of the original bidding document remain valid and binding on me.
3. I/ we undertake to execute the contract as per following Schedule.....
4. I/ we agree to abide by this tender on the revised rate quoted by me/ us, it is open for acceptance for a period of 120/ 180 days from this date, i. e., up to and in default of my/ our doing so, I/ we will forfeit the earnest money deposited with the original tender/ attached herewith. Eligibility as valid tenderers shall be deemed to be the consideration for the said forfeiture.

Yours faithfully,

Signatures of bidder or
Officer authorised to sign the bid
documents on behalf of the bidder

Signature of applicant with seal and date

CHECKLIST-I

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

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

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

NOTE:

For eligibility Total Amount of Work Experience (adding all the Experience Value during the consecutive 365 days declared online) should be at least 50% of the Annualized value or estimated value whichever is less.

Signature of applicant with seal and date

CHECKLIST-II

SAMPLE CHECKLIST OF WORKING CAPITAL CERTIFICATE

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

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

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

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

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

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

NOTE:

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

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

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

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

Signature of applicant with seal and date