



South Eastern Coalfields Limited

(A Mini Ratna Company)

Contract Management Cell,
SECL Bhawan, Seepat Road,
Bilaspur (Chhattisgarh), Pin: 495006.

STD: 07752
Phone: 246328
Fax: 246458

NIT No. SECL/BSP/CMC/e-T/Damini-CM/587

Date: 13.05.2023

e-TENDER NOTICE /GLOBAL TENDER NOTICE

1. Tenders are invited on-line on the website <https://coalindiatenders.nic.in> from the eligible Bidders having Digital Signature certificate (DSC) issued from agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced upto the chain of trust to the Root Certificate of CCA, for the following work(s):

Description of work	Location	Application fee (inRs.)	Estimated Value (inRs.)	Earnest Money (inRs.)	Period of Completion
<p>Introduction of 2 (Two) Set of Low Height continuous Miner (LHCM) Packages in Seam VIB and Seam V for winning coal without blasting from the district(s) in Damni UG Mine of Sohagpur Area of SECL on hiring basis inclusive of:</p> <p>(i) Scientific study for obtaining DGMS permission for the introduction of 2 (Two) Sets of Low Height continuous Miner (LHCM) Packages in the above mine and strata monitoring as required by DGMS.</p> <p>(ii) Support the roof suitably in accordance with approved SSR under Coal Mines Regulation 2017.</p> <p>Minimum Guaranteed Production per Annum : 1st to 9th Production Year – 0.72 MTY</p> <p>Total Quantity – 6.48 MT Location: Damni UG Mine, Sohagpur Area, Dist: Shahdol, Po: Khairaha, State: Madhya Pradesh, INDIA PIN:- 484110</p>	<p>Sohagpur Area, State: Madhya Pradesh PIN:- 484110</p>	<p>Nil</p>	<p>692,94,73,536.00 (inclusive of GST)</p>	<p>50,00,000.00</p>	<p>09 production years (3285 days)</p>

Note: (i) There is No APPLICATION FEE.

(ii) The bid documents will be available on the website(s) <https://www.coalindiatenders.nic.in> and can be downloaded by the bidder up to the bid submission end date. The details of the tender will be mirrored in the central Public Procurement Portal <http://eprocure.gov.in> of Govt. of India.

(iii) The work is **NON SPLITABLE**.

(iv) Details of GST Registration of SECL :

GSTIN of SECL	Chhattisgarh (CG)	Madhya Pradesh (MP)	West Bengal (WB)
	22AADCS2066E9ZL	23AADCS2066E1ZR	19AADCS2066E1ZG

2. Time Schedule of Tender

Sl. No.	Particulars	Date	Time
a.	Tender e-Publication date	15.05.2023	18:00 Hrs
b.	Document download start date	15.05.2023	18:00 Hrs
c.	Document download end date	30.06.2023	17:00 Hrs
d.	Bid Submission start date	29.05.2023	10:00 Hrs
e.	Bid submission end date	30.06.2023	17:00 Hrs
f.	Start date for seeking Clarification on-line	15.05.2023	18:00 Hrs
g.	Last date for seeking Clarification on-line	23.06.2023	17:00 Hrs
h.	Date of Pre-Bid Meeting	24.05.2023	11:00 Hrs
i.	Date of Opening of Tender Cover-I (Technical-bid)	02.07.2023	11:00 Hrs
j.	Date of Opening of Tender Cover-II (Price-bid)	Preferably within 45 days from the date of opening of Cover-I	

3. Earnest Money (EMD):

3.1 The Bidder will have to make the payment of EMD through online mode only. In Online mode the Bidder can make payment of EMD either through net-banking from designated Bank/s or through NEFT/ RTGS from any scheduled Bank.

Net-Banking: In case of payment through net-banking the money will be immediately transferred to designated Account.

NEFT/ RTGS: In case of payment through NEFT/ RTGS the Bidder will have to make payment as per the Challans generated by system on e-Procurement portal before submission of bid. The EMD payment through NEFT/ RTGS mode should be made well ahead of time to ensure that the EMD amount is transferred to account before bid submission.

3.2 Bidder will be allowed to submit his/her bid only when the EMD is successfully received in designated account and the information flows from Bank to e-Procurement system.

3.3 Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) will be exempted from the payment of Earnest Money.

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

In online payment of EMD, if the payment is made by the Bidder within the last date & time of bid submission but not received by the Company within the specified period due to any reason then the bid will not be accepted. However, the EMD will be refunded back to the Bidder.

4. Pre-bid Meeting:

The pre-bid meeting shall be held in the office of Tender Inviting Authority on the scheduled date & time, if specified online. Non-attendance of pre-bid meeting will not be a cause for disqualification of the bidder, and it shall be presumed that the bidder does not require any clarification. The purpose of the pre-bid meeting will be to clarify issues. **If a Pre-Bid meeting is held then the minutes of the Pre-Bid meeting shall be uploaded on the Portal before start date of bid submission which can be viewed by all interested Bidders.**

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

6. Eligibility Criteria with respect to Technical Capability of tender for Continuous Miner :

6.1 The bidders shall be a private, public or government owned legal entity or a combination of them.

a. The Bidder must be a manufacturer of Continuous Miner or Similar Equipment with Continuous Cutting Technology and the same or similar equipment manufactured by the manufacturing organization must have produced at least **0.288 million tonnes** [80% of Average Annualized Targeted Production per Continuous Miner (i.e. $80\% \times \text{Average Annualized Targeted Production} / \text{No. of CM Package}$)] of coal from underground mines in any one production year (consecutive 365 days) during last **7 (seven) years** ending last day of the month previous to the one in which bid applications are invited.

OR

b. The bidder must have a legally binding agreement with a manufacturing organization or his authorized agent / dealer (provided that such authorized agent / dealer has such delegation of power on behalf of the Manufacturer to do so) which have successfully manufactured and supplied Continuous Miner or Similar Equipment with Continuous Cutting Technology and the same or similar equipment manufactured by the manufacturing organization must have produced at least **0.288 million tonnes** of coal from underground mines in any one production year (consecutive 365 days) during last **7 (seven) years** ending last day of the month previous to the one in which bid applications are invited and the agreement must clearly confirm that the bidder would have all the supports and services from the said organization or his authorized agent / dealer up to the period / tenure of the contract.

OR

c. The bidder must have produced at least **0.288 million tonnes** of coal from underground mines in any one production year (consecutive 365 days) using Continuous Miner or similar equipment with Continuous Cutting Technology during last **7 (Seven) years** ending last day of the month previous to the one in which bid applications are invited.”

Note : In case the bidder submits proof of production by Continuous Miner(s) or Similar Equipment with Continuous Cutting Technology from more than one mine against cl.6.1 (C) the total production achieved in a particular production year (consecutive 365 days) may be calculated by adding-up the production achieved during that production year (consecutive 365 days) from a particular mine and production achieved during any overlapping period of that production year (consecutive 365 days) from other mine(s).

6.2 Financial Turnover:

The intending Bidder must have minimum financial turnover of **INR 50.05 Cr.** or equivalent US \$ in any year during last 7 years ending last day of month previous to the one in which bid applications are invited.

Note: Financial Turnover shall be given a weightage of 5% per year (average annual rate of inflation) to bring them at current price level.

6.3 Working Capital:

The intending Bidder must provide evidence of possessing adequate working capital of **INR 15.40 Cr.** or equivalent US \$ 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.

The bidder should possess Certificate of Working Capital issued by a Practising Chartered Accountant within three months prior to the date of opening of tender.

If the value of Working Capital has been arrived by the CA taking in to account availability of access to credit (Cash Credit &/ Overdraft limit) in favour of the bidder, then the bidder has to upload Certificate of Availability of Credit (CC&/OD limit) (issued within three months prior to the date of opening of tender) in favour of the bidder from the Bidder's Banker, in addition to the certificate from CA.

In case, the Bidder is a subsidiary of a company and consolidated financial report is prepared by the holding company showing information / financial turnover of subsidiary separately, the same in respect of the subsidiary only shall also be considered to meet the eligibility criteria. In such case copy of a letter from the holding company to that effect will be required.

In case of JV, the requirement of Working Capital under this clause shall be met as per following proportion:

1.The lead member shall have to possess at least 50% share in the required Working Capital in order to qualify in this tender.

2.All other members shall have to possess at least 25% share in the required Working Capital, in order to qualify in this tender.

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

(For calculating equivalent US \$, the Bill selling rate of SBI on the last date of submission of bid shall be considered.)

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

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.

6.4 Permanent Account Number:

The intending Bidder should have Permanent Income Tax Account No. (PAN). However, in case, foreign bidder is participating in the bid and is not having PAN No. at the time of submission of bid, he shall have to submit an under taking to submit the PAN before Execution of agreement provided the foreign bidder becomes the successful bidder.

(In case of JV, PAN card for each Indian partner of JV and Verifiable Tax Residency Certificate of respective country for each foreign partner or JV itself).

Data/ Information to be furnished by Bidder on-line:

Confirmation in the form of YES/NO regarding possessing PAN

Technical evaluation by the System:

The system will evaluate "Yes" as eligible and "No" as not eligible.

Scanned copy of document to be uploaded by bidder in Bidder's space /My Document.

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

In case of JV, PAN Card for each individual partner of JV. **(In case of JV, PAN card for each Indian partner of JV and Verifiable Tax Residency Certificate of respective country for each foreign partner or JV itself).**

NOTE: No recycling will be done for this document i.e no further clarification will be sought from the bidder.

6.5 Goods and Services Tax (Not Applicable for Exempted Services)

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

GST Registered under Composition Scheme
OR
GST unregistered Bidder

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

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

Scanned copy of documents to be uploaded by bidders in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document:

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

a) Status: GST registered Bidder under regular scheme:

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

b) Status: GST Registered Bidder under composition scheme

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

c) Status: GST unregistered bidder:

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

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

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

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

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

NOTE: No recycling will be done for this document i.e no further clarification will be sought from the bidder.

6.6 The bidders would give a declaration that they have not been banned or delisted by any Govt. or Quasi-Govt. agencies or PSU's. If a bidder has been banned by any

Govt. or Quasi-Govt. agencies or PSU's that fact must be clearly stated and it may not necessarily be a cause for disqualifying him. If this declaration is not given, the bid will be rejected as non-responsive.

The intending bidder will have to submit a declaration in support of the authenticity of the credential submitted by them along with the tender in the form of an affidavit as per the format provided in the bid document.

6.7 Procurement from Micro and Small Enterprises (MSEs) (Applicable for Service Tenders)

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

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

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

iv) Out of the 25% target of annual procurement from micro and small enterprises 4(four) percent shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste & Scheduled Tribe entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, four percent sub-target so earmarked shall be met from other MSEs.

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

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

In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

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

a. Micro Enterprise -Enterprise where the investment in Plant and Machinery or equipment does not exceed one crore rupees and turnover does not exceed Five crore rupees.

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

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

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.

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

6.8. The bidder who participated as consortium must upload copy of MOU for the formation of consortium. Any bid by a consortium without it is likely to be rejected.

Note: The eligibility criteria for evaluation of a bidder participating as a Consortium shall be governed in same line with that of Joint Venture.

7. DOCUMENTS AGAINST ELIGIBILITY CRITERIA: -

(A) General Technical Evaluation (GTE) and Bidder's Space / My document:

(I) General Technical Evaluation (GTE) based Document(s):

All the bidders have to accept unconditionally in GTE (General Technical Evaluation) different documents pertaining to Eligibility Criteria as tabulated here under.

Sl No	Documents related to Eligibility Criteria	Information to be furnished by the Bidder online in GTE.
(1)	(2)	(3)
1.	Pre-Contract Integrity Pact annexed as Annexure-A	Confirmation in the form of Yes/No for unconditional acceptance in GTE.
2.	Letter of Bid / Proforma for Contractor's Bid and Acceptance pf Bid condition annexed as Annexure -B	Confirmation in the form of Yes/No for unconditional acceptance in GTE.

3.	Proforma for Undertaking annexed as Annexure-C	Confirmation in the form of Yes/No for unconditional acceptance in GTE.
----	--	---

NOTE: - No recycling will be done for this document i.e no further clarification will be sought from the bidder.

(II) Bidder's Space / My document (Other important Documents):

Moreover, the following documents shall be considered from the Bidder's Space / My Documents and no recycling will be done for these documents i.e no further clarification will be sought from the bidder:-

SI No	Eligibility Criteria	Scanned copy of documents to be uploaded by bidder in Bidder's space /My Document (Other important Documents)
(1)	(2)	(3)
1.	Valid Permanent Account Number <i>(Ref. Clause No. 6.4 of NIT)</i>	Scanned copy of PAN card issued by Income Tax department, Govt. of India. In case of JV, Copy of PAN Card of all partners or PAN Card of JV, <i>(In case of JV, PAN card for each Indian partner of JV and Verifiable Tax Residency Certificate of respective country for each foreign partner or JV itself).</i> If a bidder participates as a Joint Venture (JV), the benefits as per Public Procurement Policy for MSEs Order-2012 shall not be applicable However, in case foreign bidder is participating in the bid and is not having PAN No. at the time of submission of bid, he shall have to submit an under taking to submit the PAN before Execution of agreement provided the foreign bidder becomes the successful bidder.
2.	Goods and Services Tax (GST) Status of Bidder <u>(Not Applicable for Exempted Services)</u> <i>(Ref. Clause No. 6.5 of NIT)</i>	a) Status: GST registered Bidder under regular scheme: Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India. b) Status: GST Registered Bidder under composition scheme Document: GST Registration certificate (i.e. GST identification Number) issued by appropriate authority of India. c) Status: GST unregistered bidder: Document: A Certificate with UDIN from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder in compliance with the relevant GST rules of India.

		<p><u>[In case of JV, a Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV w.r.to GST in compliance with relevant GST rules or GST Registration Certificate of JV]</u></p> <p>If a bidder participates as a Joint Venture (JV), the benefits as per Public Procurement Policy for MSEs Order-2012 shall not be applicable for them.</p> <p>However, in case foreign bidder is participating in the bid and is not having GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India at the time of submission of bid, he shall have to submit an under taking to submit the GST Registration Certificate (i.e. GST identification Number) before execution of agreement provided the foreign bidder becomes the successful bidder.</p>
3.	Legal Status of the bidder.	<p>Scanned Copies of original documents defining the constitution or legal status, place of registration and principal place of business; written power of attorney of signatory of the Bid to commit the bidder i.e.</p> <ol style="list-style-type: none"> 1. Affidavit or any other document to prove Proprietorship/Individual status of the bidder, or 2. Partnership deed containing name of partners along with power of attorney of signatory to commit the bidder, or 3. Memorandum & Article of Association with certificate of incorporation containing name of bidder along with Board resolution to participate in the tender and in favour of signatory to commit the bidder, or 4. In case of JV / consortium: <ol style="list-style-type: none"> a. Details of all partners as at 1/2/3 (as applicable) above b. JV agreement as per NIT Performa along with power of attorney in favour of lead partner and of signatory of the bid to commit the bidder. c. In case of consortium, copy of MOU for the formation of consortium. <p>In case of foreign bidders: The details of the company duly notarised as appearing in the company register of the country/district/province as applicable, duly maintained officially in order to understand the legal status of the registered company.</p> <p>Note:</p>

		<p>(i) Bidders who are MSEs and want to bid as per clause 6.7 of NIT, they have to upload scanned copy of related document in support of MSEs bidder along with legal status document.</p> <p>(ii) The MSEs (as defined in Clause 6.7 of NIT) 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>(iii) If a bidder participates as a Joint Venture (JV), the benefits as per Public Procurement Policy for MSEs Order-2012 shall not be applicable for them.</p>
--	--	--

(B) Confirmatory Documents:

All the bidders are to submit the information in objective manner confirmed by the uploaded documents. **The documents related to the furnished online information, based on which the auto evaluation takes place will only be considered. If the bidder uploads any other document, it will be given no cognizance.**

The scanned copy of following documents will be submitted by the bidder on-line while submitting bid under Cover-I (Part-I).

Sl No	Submission of Documents related to Eligibility Criteria	Scanned copy of documents to be uploaded by bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria (Confirmatory Documents)
(1)	(2)	(3)
1.	<p>Work Experience</p> <p><i>(Ref. Clause No. 6.1 of NIT)</i></p>	<p>In case the bidder participates under: <u>A. Clause 6.1 A:</u> (i) A certificate issued by Central Government/ State Government /Statutory Bodies showing that the Bidder is manufacturer of Continuous Miner or similar equipment with Continuous Cutting Technology.</p> <p>In case of foreign bidders, above Certificate should be vetted/endorsed by the relevant Embassy/High Commission concerned, towards authenticity of documents. (Relevant Embassy/High Commission means the Embassy/High Commission in INDIA of the country where the bidder has obtained above Certificate or country of the origin of the bidder).</p>

		<p>(ii) Satisfactory Work Completion/ Executed Certificate (includes completed / ongoing works) issued by the employer against the Experience containing all the information as sought on-line in respect of the Continuous Miner or similar equipment with Continuous cutting Technology must have produced at least 0.288 million tonnes [80% of Average Annualized Targeted Production per Continuous Miner (i.e. 80% × Average Annualized Targeted Production / No. of CM Package)] of coal from underground mines in any one production year (consecutive 365 days) during last 7 (seven) years ending last day of the month previous to the one in which bid applications are invited.</p> <p>(iii) Copy of Work Order /BOQ</p> <p>(iv) Copy of TDS Certificate in case of private experience.</p> <p>In case of JV/Consortium, above documents of partner(s)</p> <p><u>B. Clause 6.1 B:</u></p> <p>(i) Legally binding agreement (in the format given in the bid document) with the manufacturing organization or his authorized agent / dealer (provided that such authorized agent / dealer has such delegation of power on behalf of the Manufacturer to do so) which have successfully manufactured and supplied Continuous Miner or similar equipment with Continuous Cutting Technology and the same or similar equipment manufactured by the manufacturing organization must have produced at least 0.288 million tonnes of coal from underground mines in any one production year (consecutive 365 days) during last 7 (seven) years ending last day of the month previous to the one in which bid applications are invited and the agreement must clearly confirm that the bidder would have all the supports and services from the said organization or his authorized agent/dealer up to the period/ tenure of the contract.</p> <p>In case of agreement with foreign manufacturing organization, the Certificate showing that the manufacturing organization is a manufacturer of Continuous Miner or similar equipment with Continuous Cutting Technology and the same should be vetted/endorsed by the relevant Embassy/High Commission concerned, towards authenticity of documents. (Relevant Embassy/High Commission</p>
--	--	--

		<p>means the Embassy/High Commission in INDIA of the country where the bidder has obtained above Certificate or country of the origin of the manufacturing organization).</p> <p>(ii) Satisfactory Work Completion/ Executed Certificate (includes completed / ongoing works) issued by the employer against the Experience containing all the information as sought on-line in respect of the Continuous Miner or similar equipment with Continuous Cutting Technology and must have produced at least 0.288 million tonnes of coal from underground mines in any one production year (consecutive 365 days) during last 7 (seven) years ending last day of the month previous to the one in which bid applications are invited</p> <p>(iii) Copy of Work Order /BOQ</p> <p>(iv) Copy of TDS Certificate in case of private experience.</p> <p>In case of JV/Consortium, above documents of partner(s)</p> <p><u>C. Clause 6.1 C:</u></p> <p>(i) Satisfactory Work Completion/ Executed Certificate (includes completed / ongoing works) issued by the employer against the Experience containing all the information as sought on-line mentioning that the bidder has produced at least 0.288 million tonnes of coal from underground mines in any one production year (consecutive 365 days) using Continuous Miner or similar equipment with Continuous Cutting Technology during last 7 (Seven) years ending last day of the month previous to the one in which bid applications are invited</p> <p>Note : In case the bidder submits proof of production by Continuous Miner(s) or similar equipment with Continuous Cutting Technology from more than one mine against cl.6.1(C) the total production achieved in a particular production year may be calculated by adding-up the production achieved during that production year from a particular mine and production achieved during any overlapping period of that production year from other mine(s).</p> <p>(ii) Copy of Work Order / BOQ</p> <p>(iii) Copy of TDS Certificate in case of private experience.</p>
--	--	--

		<p>In case of JV/Consortium, above documents of partner(s)</p> <p>In case of foreign bidders (Applicable for 6.1A, 6.1B & 6.1C): The experience towards overseas jobs, if submitted, should be vetted/endorsed by the relevant Embassy/High Commission concerned, towards authenticity of documents. (Relevant Embassy/High Commission means the Embassy/High Commission in INDIA of the country where the bidder has executed the said work or country of the origin of the bidder). If a bidder participates as a Joint Venture (JV), the benefits as per Public Procurement Policy for MSEs Order-2012 shall not be applicable for them.</p>
2.	Financial Turnover (Ref. Clause No. 6.2 of NIT)	<p>The intending bidder must submit the Financial Turnover certificate with UDIN issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India, containing the information as furnished online.</p> <p>The foreign bidders should submit Financial Turnover certificate based on IFRS (International Financial Reporting Standards) accounting standard certified by a local practicing public accountant /audit firm duly vetted/endorsed by the relevant embassy /High Commission concerned, towards authenticity of document. (<u>Relevant Embassy/High Commission means the Embassy/High Commission in INDIA of the country where the bidder has obtained Turnover certificate or country of the origin of the bidder</u>).</p>
3.	The Availability of Working Capital (Ref. Clause No. 6.3 of NIT)	<p>Scanned copy of all documents related to proof of fulfilling the eligibility criteria as per clause 6.3 of the e-tender notice i.e. Evidence of adequacy of working capital for this Contract (access to lines of credit and availability of other financial resources) i.e.</p> <p>(i) Certificate of Working Capital with UDIN issued within three months prior to the date of opening of tender by a Practicing Chartered Accountant mentioning the date on which the Working Capital is available(within three months prior to the date of opening of tender) and the membership number of the CA.</p> <p>If the value of Working Capital has been arrived by the CA taking in to account availability of access to credit (Cash Credit &/ Overdraft limit) in favour of the bidder, then the bidder has to upload Certificate of Availability</p>

		<p>of Credit (CC&/OD limit)(issued within three months prior to the date of opening of tender) in favour of the bidder from the Bidder's Banker, in addition to the certificate from CA.</p> <p>(ii) Audited/Certified Account/Financial Statement of last 3 years.</p> <p>(iv) P&L account and Balance sheet of immediate preceding 3 years.</p> <p>(iv) Annual Turnover of immediate preceding 3 years.</p> <p>(v) Average Turnover of immediate preceding 3 years.</p> <p>(vi) Total monetary value of contractual works performed for each of the last three years</p> <p>In case of JV, above documents of partner(s).</p> <p>In case of JV, the requirement of Working Capital under this clause shall be met as per following proportion:</p> <p>1. The lead member shall have to possess at least 50% share in the required Working Capital in order to qualify in this tender.</p> <p>2. All other members shall have to possess at least 25% share in the required Working Capital, in order to qualify in this tender.</p> <p>If a bidder participates as a Joint Venture (JV), the benefits as per Public Procurement Policy for MSEs Order-2012 shall not be applicable for them.</p> <p><u>In case of foreign bidders:</u></p> <p>The Certificate of Working Capital, should be vetted/endorsed by the relevant Embassy/High Commission concerned, towards authenticity of documents. (Relevant Embassy/High Commission means the Embassy/High Commission in INDIA of the country where the bidder has obtained above certificate or country of the origin of the bidder.</p>
4.	Valid Digital Signature Certificate (DSC)	<p>a) If the bidder himself is the DSC holder bidding on-line then self-declaration of the bidder to this effect.</p> <p style="text-align: center;">OR</p> <p>b) if the DSC holder is bidding online on behalf of the bidder, then the Power of Attorney or any sort of legally acceptable document for authority to bid on behalf of the bidder.</p>
5.	Undertaking/ Affidavit	<p>Undertaking to be uploaded by bidder/s (on their letter head) as per the format given in the bid document at ANNEXURE-K. Affidavit is about the genuineness of information furnished online,</p>

		authenticity of scanned copy of documents uploaded, availability/ deployment of Matching Equipment/tippers/pay loaders etc. as per NIT either owned or hired and about other commitments. Note: In case of JV, undertaking shall be signed by all the partners.
6.	EMD Details / EMD Exemption Document (Applicable for EMD exempted bidders)	Scanned copy of EMD payment (UTR No.) or documentary evidence towards EMD exemption as mentioned at Clause-3 above (As applicable.) In case of exemption of EMD, the scanned copy of document (attested by notary public) in support of exemption will have to be uploaded by the bidder during bid submission. Note: All non-exempted bidders have to upload a blank document in this sub-head.
7.	Equipment	List of major items of equipment proposed to carry out the contract and detailed specification of equipment offered and documents regarding past performance of offered equipment.
8.	Details of Operation	Details of mine/district layout and sequence of operation, detailed Network of implementation and Requirement of air at the last ventilation connection of each working district and at the entry of the district.
9.	Technical personnel to be deployed in the work.	(i) List of minimum and maximum number of persons, grade and designation wise, to be deployed in shifts by the bidder. (ii)Qualifications and experience of key site management and technical personnel proposed for the contract.
10.	Qualification information	Details of Qualification information and checklist as per format in section – 3 duly filled in.
11.	Any other document to support the qualification information as submitted by the bidder online.	
Note: Only one file in pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.		

Note:

- 1. If a bidder participates as a Joint Venture (JV), the benefits as per Public Procurement Policy for MSEs Order-2012 shall not be applicable for them.**
- 2. The Eligibility Criteria for evaluation of a bidder participating as a Consortium shall be governed in same line with that of Joint Venture.**

8. Submission of Bid:

All the bids are to be submitted online and on the website <https://coalindiatenders.gov.in>. No bid shall be accepted offline.

a. The bidder should strictly comply with following instructions :

i. The bidders are requested to submit offers online giving reference to this tender notice number and date containing offers in two parts in the links cover-I, OID and cover-II.

ii. Two parts of the bid should contain the details as follows:

Part-I/cover-I and OID:

Contractors bid (letter of Bid)

Details of Earnest Money

Information on Eligibility/Qualifying criteria as detailed at Clause No.6 & 7 including necessary scanned documents as elaborated there.

Part II/cover-II: Prices only in the Excel format as indicated in the Bid document.

Online Registration of Bidder:

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

Note:-

(I) Bidder(s) participating in the name and style of Joint Venture (JV):-

a) The prospective Bidder(s) participating in the Tender as a Joint Venture (JV) shall register in the name and style of Joint Venture itself in the e-procurement portal.

b) The Joint Venture (JV) who does not have registration number, may enter the registration number of the Lead partner of Joint Venture (JV) in the field of the 'Registration Number'.

(II) Bidder(s) participating in the name and style of Consortium:-

a) The prospective Bidder(s) participating in the Tender as a Consortium shall register in the name and style of Consortium itself in the e-procurement portal.

b) The Consortium who do not have registration number, may enter the registration number of the Lead member of Consortium in the field of 'registration number'.

c) The prospective bidder(s) participating in the Tender as a Consortium has to enter 'Others' in field of 'Legal Status'.

c. User Portal Agreement:

The bidders will have to accept unconditionally the online User Portal Agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions, Integrity Pact and other conditions, if any, along with online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible bidder. No conditional bid shall be allowed/accepted. This User Portal Agreement will be a part of NIT/Contract Document.

d. Letter of Bid :

Letter of bid / Proforma for Contractor's Bid and Acceptance of Bid Conditions has been annexed as ANNEXURE B with Terms and Condition of the Bid Documents. Bidders are to confirm the acceptance of Letter of bid in GTE at the time of submission of bid, no documents required to be uploaded.

e. Confirmatory Documents :

All the confirmatory documents as enlisted in the NIT in support of online information furnished by the bidder are to be uploaded in Cover-I by the bidder while submitting the bid online.

f. Price Bid (Part-II):

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

The rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable.

The system will compute the amount of GST and State Compensation Cess, as per predefined logic in the BOQ sheet.

Prior to quoting the rates in the BOQ sheet, the bidder will select the appropriate GST Status from the following list given in the BOQ sheet:

- i) GST Registered Bidder under regular scheme
- ii) GST Registered Bidder under composition scheme
- iii) GST Unregistered Bidder

The Price bid file will be digitally signed and uploaded by the bidder in Part-II/Cover-II.

Decision about L-1 :

The L-1 will be decided based on "COST TO COMPANY" in the following manner:

(i). If Input Tax Credit is Applicable:

COST TO COMPANY = Quoted Price of Bidder excluding GST and State Compensation Cess (If applicable).

(ii). If Input Tax Credit is Not Applicable:

COST TO COMPANY = Quoted Price of Bidder excluding GST and State Compensation Cess (+) Amount of GST (+) State Compensation Cess(If applicable).

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

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

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

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

The Price bid file will be digitally signed and uploaded by the bidder in Part-II/Cover-II.

9. Bidder's Responsibility:

It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender portal. Under no circumstances, SECL shall be liable to the bidders for any direct/indirect loss or damage incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

10. Opening of Bid:

(i) If the number of bids received online is found to be less than three on end date of bid submission then the bid submission end date, last date of receipt of EMD & date of bid opening of tender [Cover-I (Technical-bid)] will be automatically extended by the System, for a period of four days.

In this extended period any new bidder can submit his tender online. However, the existing bidder(s) will be allowed to modify his/their submission as per provision of Clause 13. If up to extended end date of bid submission, the number of bids received online remains less than three, the bid(s) received shall be opened without any further extension and in case no offer is received the tender will be cancelled.

(ii) Tender [Cover-I (Technical-bid)] will be decrypted and opened online by the Bid Openers with their Digital Signature Certificate (DSC) on the pre-scheduled date & time of tender

opening. The bidder can view bid opening remotely on their personalized dashboard under "Bid Opening (Live)" link.

(iii) The e-Procurement system will evaluate the Technical bids automatically on the basis of relevant data provided by the bidder in an objective and structured manner while submitting the bid online. If the parameter furnished by bidder online in an objective and structured manner does not confirm to the required eligibility criteria as specified in the tender document, the bid will be rejected.

(iv) All the documents uploaded by bidder(s) including i.e. Letter of Bid and the Evaluation sheets generated by the system online shall be downloaded after opening of Technical bid (Cover-I). After decryption and opening of Technical bid (Cover-I) the "technical bid opening summary" will be uploaded on the same day.

11. Evaluation of Tender:

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

ii) In case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information furnished online or in case corresponding document have not been uploaded by bidder(s) then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 x 24 hours) time for online re-submission by bidder(s). The bidder(s) will get this information on their personalized dashboard under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Nonreceipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder(s) will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 7 days. No further clarification shall be sought from Bidder.

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

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

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

vi) Seeking clarification shall be restricted to confirmation of submitted document/online information only and it should be only for one time for a period of upto 7 days. The

clarification shall be taken in online mode in the e-Procurement portal of CIL only.

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

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

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

12. Bid Validity:

The validity of bids shall be not less than **180** (one hundred Eighty) days from the Last/end date of submission of bid. The validity period of tender shall be decided based on the final end date of submission of bids.

13. Modification and Withdrawal of Bid:

Modification of the submitted bid shall be allowed on-line only before the deadline of submission of tender and the bidder may modify and resubmit the bid on-line as many times as he may wish. Bidders may withdraw their bids online within the end date of bid submission and their EMD, if submitted, will be refunded.

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

- a.** If the request of withdrawal is received before online notification for opening of price bid, the EMD will be forfeited, and bidder will be debarred for **1 (One) year** from participating in tenders in CIL/Subsidiary. The Price-bid of remaining bidders will be opened, and the tender process shall go on.
- b.** If the request of withdrawal is received after online notification for opening of price bid, the EMD will be forfeited, and the bidder will be debarred for **1(One) year** from participating in tenders in CIL/Subsidiary. The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:

The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:

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

Penal action against clause (a) & (b) above will be enforced from the date of issue of such order.

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

14. Tender Status:

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

15. Refund of EMD :

- a.** If EMD is paid by the bidder in online mode (Direct Debit/NEFT/RTGS) then the EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the cases where EMD is to be forfeited).
- b.** No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.
- c.** If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason, then it will be paid through conventional system of e-payment. For this purpose, if required, Tender Inviting Authority will obtain the Mandate Form from the Bidder.
- d.** In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.
- e.** If the bidder withdraws his/her bid online (i.e., before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender.
- f.** The Earnest Money/Bid Security deposited of successful bidder (on award of contract) is to be returned to the contractor after submission of performance security. The Earnest Money/Bid Security deposited may be adjusted against the security deposit (Performance Security) at bidder's option.

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

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

- B.** User portal agreement of e-procurement portal shall be made a part of Contract document.
- C.** The provisions regarding notification of award, formation of agreement, acceptance/rejection of Bid, cancellation/award with respect to the Tender etc shall be the Part of NIT.

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

19. Addendum/Corrigendum:

Any addendum/corrigendum/date extension etc. in respect of this tender shall be issued on our website <https://coalindiatenders.nic.in> only. No separate notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.

20. Procurement & Sourcing of Goods and Services for the Project

The Authority will follow and comply with the "Public Procurement (Preference to Make in India), order 2017" as per office order No. P-45021/2/2017-B.E.-II dated 15.06.2017 of Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Govt. of India and any other instruction(s) or order(s) issued by the appropriate Government in this regard. The Bidder shall also abide by any applicable order(s) or instruction(s) issued by Govt. of India for compliance in this regard.

21. Restrictions under Rule 144(xi) of General Financial Rules (GFRs), 2017

As per Order issued by Ministry of Finance, with amendment in the General Financial Rules, 2017 in context with Restriction on Public Procurement from certain countries, "Any bidder from such countries sharing a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works(including turnkey projects) only if the bidder is registered with Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade(DPIIT). Political and security clearance from the ministries of external and home affairs respectively will be mandatory. The Bidder shall also abide by any applicable order(s) or instruction(s) issued by Govt. of India for compliance in this regard.

22. Legal Jurisdiction:

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

23. Pre-Contract Integrity Pact:**(Applicable for tenders with estimated cost exceeding Rs. 5.00 Crores):**

The bidder is required to go through the integrity pact which is the part of bid document. The bidder, submitting the bid shall accept the Integrity Pact as given in the bid document.

Name, address and e-Mail Id of the Independent External Monitor (IEM) nominated for this tender:

Sl. No.	Name	Address
1	2	3
1.	Shri Sanjeev Behari, IRS (Retd.)	A-81, Sector-50, Noida, Gautam Budh Nagar, UP-201301. (e-mail: saloni_behari@yahoo.co.in)
2.	Shri Vinayaka Rao Turaga, IOFS (Retd.)	TURAGA House, Door No 5-100/4 Anne Baburao Colony, PENAMALURU Vijayawada - 521139 ANDHRA PRADESH. (e-mail: tvrao56@gmail.com)

Special Note:

Bidder signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

Sd/-
General Manager (CMC)/ HoD

SECTION - 1

INSTRUCTIONS TO BIDDERS

1. SCOPE OF BIDDER

1.1 The South Eastern Coalfields Limited (referred to as Employer in this document) invites bids for the work of deployment of Continuous Miner Package on hiring basis (as defined in this document and referred to as “the works”) detailed in NIT.

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

2. ELIGIBLE BIDDERS

2.1 The Invitation for Bid is open to all Bidders including an individual, proprietorship firm, partnership firm, company registered under Companies Act or joint ventures. The bidders shall be eligible to participate only if they fulfil the qualifying/eligibility criteria specified in e-tender Notice at Clause 6 & 7. All bidders shall provide in their bid (Part-I), Forms of Bid and Qualification Information.

2.2 Joint Venture Company: A Joint Venture Company may undertake the contract.

Joint Venture Company shall comply with the following:

- (i) Documentary evidence (Certificate of registration) of formation of the joint venture company must be included with the bid.
- (ii) The bid shall include all the information regarding capability, experience as required for a bidder for each partner. For the purpose of eligibility criteria, credentials of the members of a joint venture company will be considered collectively.
- (iii) A party can be a member in only one Joint Venture company. Bids submitted by other Joint Venture companies including the same party, as member will be rejected.
- (iv) Separate bid by a member of a Joint Venture company will not be accepted.

Joint- Venture / Consortium: Two or three companies/ contractors may jointly undertake Contract / contracts. Each entity will be jointly and severally responsible for completing the task as per the contract.

Joint Venture / Consortium details:

Name of all partners of a Joint Venture / Consortium (not more than 3):

- 1. Lead partner
- 2. Partner
- 3. Partner

Joint Venture /Consortium must comply the following requirements:

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

In case the bidders is a JV, the above qualification criteria shall be met collectively by JV partners or JV itself. The qualifying criteria parameter e.g. experience of the individual partners of the J.V will be added together towards fulfillment of qualification criteria related to experience. However, the participating share of JV partners shall be as below:

- i) **Lead Partner shall have at least 50% participating share in JV**
- ii) **Other partner(s) shall have at least 20% participating share in JV**

INSTRUCTIONS TO BIDDERS

- ii) The formation of joint venture / Consortium or change in the Joint Venture /Consortium character/ partners after submission of the bid and any change in the bidding regarding Joint Venture /Consortium will not be permitted.
- iii) The bid, and in case of a successful bid - the agreement, shall be signed so as to legally bind all partners jointly and severally and any bid shall be submitted with a copy of the Joint Venture /Consortium Agreement providing the joint and several liabilities with respect to the contract.\
- iv) The pre-qualification of a Joint Venture /Consortium does not necessarily pre-qualify any of its partners individually or as a partner in any other Joint Venture /Consortium or association. In case of dissolution of a Joint Venture /Consortium, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
- v) The bid submission must include documentary evidence to the relationship between Joint Venture /Consortium partners in the form of JV / Consortium Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the Joint Venture /Consortium. Such JV / Consortium Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.
- vi) One of the partners responsible for performing a key component of the contract (i.e. Extraction of coal by the continuous miner) shall be nominated as 'In-charge' of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners.
- vii) The JV / Consortium Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture /Consortium and the entire execution of the contract shall be done with active participation of the Lead Partner.
- viii) The contract agreement should be signed by each Joint Venture /Consortium Partners. Subsequent declarations/letters/documents shall be signed by lead partner authorized to sign on behalf of the JV/Consortium or authorized signatory on behalf of JV/Consortium.
- ix) The bid should be signed/ **digitally signed by the DSC holder submitting the bid.**
- x) An entity can be a partner in only one Joint Venture /Consortium. Bid submitted by Joint Venture /Consortiums including the same entity as partner will be rejected.
- xi) The JV / Consortium agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.
- xii) The earnest money / bids security can be submitted by the Joint Venture /Consortium or one or more partners of the Joint Venture /Consortium.
- xiii) The JV / Consortium agreement must specifically state that it is valid for the project for which bidding is done. If JV/Consortium breaks up midway before award of work and during bid validity period bid will be rejected.If JV / Consortium breaks up midway before award of work and during bid validity/after award of

INSTRUCTIONS TO BIDDERS

work/during pendency of contract, in addition to normal penalties as per provision of bid document, all the partners of the JV/Consortium shall be debarred from participating in future bids for a minimum period of 12 months.

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

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

xvi) The JV agreement is to be done as per the format given in the Bid document.

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

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

Note: -Bidder(s) participating in the name and style of Joint Venture (JV)/Consortium

a) The prospective Bidder(s) participating in the Tender as a Joint Venture (JV)/consortium shall register in the name and style of Joint Venture/Consortium itself in the e-procurement portal.

b) The Joint Venture (JV)/Consortium who do not have registration number, may enter the registration number of the Lead partner of Joint Venture (JV)/Consortium in the field of the 'Registration Number'.

c) The prospective bidder(s) participating in the Tender as a Consortium has to enter 'Others' in field of 'Legal Status' in Online Enrolment of Bidder of e-procurement portal.

2.3 The bidders shall have Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root certificate of CCA.

2.4 The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and ITB, including General and Special Terms & Conditions, technical specifications, other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the bidder on-line in order to become an eligible bidder.

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

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

2.7 **Individual company representing group of companies** where different companies of the same group fulfill the eligibility criteria, it may participate in this tender. The representative company should have to furnish a teaming agreement to this effect.

INSTRUCTIONS TO BIDDERS

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

2.9 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. QUALIFICATION OF THE BIDDER

3.1 In the event that pre-qualification of potential bidders has been undertaken, only bids from pre-qualified bidders will be considered for award of contract.

3.2 If the employer has not undertaken pre-qualification of potential bidders, all bidders shall fulfill the eligibility / qualifying criteria as detailed at point 6 & 7 of e-tender Notice. Such details shall be submitted as deliberated at e-tender Notice.

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

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

- a. made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- b. record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failures etc.

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 a partner in a Joint Venture /Consortium or a Public Ltd./ Private Ltd. company. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

4.2 Conflict of Interest

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

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

INSTRUCTIONS TO BIDDERS

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

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

5. COST OF BIDDING

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

6. SITE VISIT

6.1 The Bidder at the Bidder's own responsibility, cost and risk shall inspect and examine the site and its surrounding, and shall satisfy themselves fully before submitting bids as to the form and nature of the site, underground and on the surface, the geological and strata conditions decisive for the success of the project, the means of access to the site, the loading and unloading facilities etc. In general, the Bidders shall themselves obtain all necessary information as to risks, contingencies and other circumstances susceptible to influence or affect their bids.

6.2 Although certain information are provided in Technical Volume of this NIT, it should be checked by the Bidders, any neglect or failure to obtain or confirm such information will not relieve the Bidders from any liability or responsibilities to carry out the works according to the contract. SECL will assist the Bidders in obtaining the data required but will not assume responsibility either for the data obtained or for their completeness.

6.3 Bidders shall acquaint themselves on their own responsibility with laws and regulations in India under which the work is to be performed including those which may influence, in general or in detail, design, supply, transportation, erection, operation of the equipment and requirement of manpower. Any failure or neglect to do so will not absolve the potential Contractor from his contractual obligation.

6.4 It is specially emphasized that it shall be the responsibility of the Bidders to have themselves familiarized with the prevailing conditions and that no claim relating thereto for additional payment or adjustment of a Contract price will be acceptable after the submission of their Bid.

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

6.6 It shall be deemed that the Bidder has got himself acquainted with the mining conditions and geological details available for the proposed work site.

7. CONTENT OF BIDDING DOCUMENTS

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

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

INSTRUCTIONS TO BIDDERS

Viii) Letter of Bid

ix) addenda, if any, issued in accordance with clause 9.

8. CLARIFICATION OF BIDDING DOCUMENTS

8.1 A prospective bidder requiring any interpretation or clarification of bidding document may seek clarification online or during pre-bid meeting (if any). The clarifications may be asked from the next day of e-Publication of NIT. The last date for seeking clarification will be up to 7 (seven) days before the last date of submission of bid and the last date of giving clarification by the user department online will be up to 2 (two) days before the last date of submission of bid. The department will clarify as far as possible only relevant queries. The clarifications given by department will be visible to all the bidders intending to participate in bid.

9. AMENDMENT OF BIDDING DOCUMENTS

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

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

9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with Sub-clause 15.2 below.

10. LANGUAGE OF BID

10.1 All documents relating to the Bid shall be in the English language. In case any certificate / printed literature furnished by the Bidder, is written in another language it must be accompanied by a translation of all its pertinent passages in the English language, duly certified to be the true representation of the original content, for the purposes of interpretation of the bid, such translation shall govern.

11. BID PRICES

Bidder shall quote the price ensuring minimum guaranteed production for **Nine** years as mentioned in NIT.

The bidders shall quote the following in their price bid:

- Specific price per tonne of coal produced in Rs./Te

Note:

a) Conditional Offer will be considered non responsive.

b) All Bidders have to quote the specific price per tonne of coal production in INR only. Payments shall be made in INR only.

c) Electricity shall be provided by SECL to the Contractor and will be charged on actual basis and arrangements for all other consumables, diesel etc. are to be made by the Contractor at his own cost.

The price quoted would include the cost of the following:

- Cost of scientific study.
- Cost of hiring of Equipment to be supplied by the bidder for cutting of coal, roof & side support and carrying coal till it is loaded onto gate belt conveyor.
- Cost of all spare parts and all consumables for operation of Equipment.
- Cost of wages for manpower deployed by the bidder.
- Cost of Electricity consumption.
- Cost of POL consumption.
- Cost of Temporary Ventilation Stopping and installation of Auxiliary Fan to be provided within the district.
- Cost for blasting the roof and/or supporting the roof and side, if required. SECL shall provide explosive

INSTRUCTIONS TO BIDDERS

and detonator on chargeable basis (on actual cost) and blasting shall be done under the supervision of SECL personnel.

- Any other cost to fulfill the bidder's obligations under the contract

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

11.2 The price bid containing the bill of quantity will be excel format and will be downloaded by the bidder and he will quote the rates for all items/heads/sub-heads on this excel file as detailed at clause 8(f) of e-tender notice.

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

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

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

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

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

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

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

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

INSTRUCTIONS TO BIDDERS

invoice shall be recovered from the current bills or any other dues of the supplier/vendor along with interest, if any.

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

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

12. CURRENCIES OF BID AND PAYMENT

12.1 The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees. The specific rates for per tonne of coal produced shall be quoted by the Bidder in INR only. Payment under contractual obligation shall be made to the successful bidder only for coal produced.

12.2 Total contract period will be of **Nine** Years as indicated in the NIT.

For payment to the successful bidder the Specific Price/Te shall be subject to variation on quarterly basis as follows:

Revised Specific Price/ (Te) = (0.55 X Specific Price/ Te) + (0.45 X Specific Price/ Te X Average WPI on the subject quarter / Base WPI)

Average WPI on the subject quarter = Average Wholesale Price Index prevalent to the subject quarter.

Base WPI - Wholesale Price Index prevalent for the month immediately preceding the month in which tender (Price Bid or revised Price Bid whichever is later) was submitted.

13. BID VALIDITY

13.1 Bid shall remain valid for a period not less than **180** days from the end date of bid submission. The validity period of tender shall be decided based on the final end date of submission of bids.

13.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidder(s) extend the period of validity for a specified additional period. The request and the bidder's response shall be in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for the period of extension, and in compliance with Clause 14 in all respects.

14. BID SECURITY DECLARATION / EARNEST MONEY DEPOSIT

14.1 The bidder shall furnish, as part of his bid, a Bid Security declaration/Earnest Money of the amount as shown in e-tender notice and in the form as deliberated at Cl.3 of e-tender notice.

14.2. Any Bid not accompanied by an acceptable Bid Security declaration/ EMD shall be rejected by the employer as non-responsive.

14.3 EMD of rejected bidders will be refunded at any stage directly to the Account from where it had been received (except the bidders whose EMD is to be forfeited). Refund of EMD will be made by an automatic process triggered by the online rejection of bids by the system/evaluator.

14.4 EMD, (submitted through Net-banking or NEFT/RTGS) of successful bidder may be retained

INSTRUCTIONS TO BIDDERS

and adjusted with performance security / security deposit, at bidder's option.

14.5 Earnest Money may be forfeited:

- a. if the Bidder withdraws the Bid after Bid opening during the period of Bid validity / extended validity with mutual consent; or
- b. in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - (i) sign the Agreement; or
 - (ii) furnish the required Performance Security/ Security Deposit.

Additionally the company reserves the right to ban such defaulting contractor from participating in future bids in CIL and subsidiaries for a minimum period of **12 (Twelve) months**.

The banning shall be done under provision of the NIT with the approval of Tender Accepting authority.

14.6 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, Bidder should submit e- Mandate form as per Clause No.7 during bid submission.

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 the bid online (i.e. before the end date of submission of tender) then the EMD will be refunded automatically after the opening of tender.

15. DEADLINE FOR SUBMISSION OF BIDS

15.1. Bids shall be submitted on line on the web site <https://coalindiatenders.gov.in> within the date and time specified in the e-tender notice.

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

16. SIGNING AND SUBMISSION OF BID

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

16.2 Submission of bid shall be as detailed at clause 8 of e-tender notice. The Bidder shall prepare the Bid comprising the documents as described in Clause 7 of e-tender notice. No additional terms/conditions other than prescribed in the tender documents will be entertained and conditional tender shall be rejected.

17. MODIFICATION AND WITHDRAWAL OF BIDS

17.1 Modification and withdrawal of bid shall be guided by clause 13 of e-tender Notice.

17.2 No bid withdrawal/modifications shall be allowed after end date and time of Bid submission.

17.3 Withdrawal of a Bid between the deadline for submission of Bids and the expiration of the period of Bid validity specified in the bid document or as extended pursuant to Sub-Clause 13.2 may result in the forfeiture of the earnest money pursuant to Clause 14.

INSTRUCTIONS TO BIDDERS

18. BID OPENING

18.1 All bids are to be submitted on line only at the web-site <https://coalindiatenders.gov.in>

18.2 The Employer will open the bid in the manner as specified under cl.10 of e-tender notice.

19. CLARIFICATION OF BIDS

19.1 In case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information furnished online or in case corresponding document have not been uploaded by bidder(s) then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 x 24 hours) time for online resubmission by bidder(s). The bidder(s) will get this information on their personalized dashboard under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder(s) will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 7 days. **No further clarification shall be sought from Bidder/s.**

19.2 No document uploaded by the bidder after closing date and time of submission of Bid will be considered unless otherwise called for during scrutiny /evaluation by the tender committee as clarification and shall be against online request only. This however will have no bearing with the price quoted in the price bid.

20. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

20.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:

- a. meets the eligibility criteria defined in Clause 6;
- b. has been properly signed;
- c. is accompanied by the required securities; and
- d. is substantially responsive to the requirements of the Bid documents.

20.2 A substantially responsive Bid is one, which confirms to all the terms, conditions & specifications of the Bid 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 Bid 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 Bidder's presenting substantially responsive Bids.

20.3 If a Bid is not substantially responsive, the Employer at its sole discretion may reject it.

21. EVALUATION AND COMPARISON OF BIDS

21.1 Evaluation and comparison of Bids will be done by System on-line. This online evaluation will be validated by SECL at each stage as deliberated at clause 10 of e-tender notice. The bidder shall

INSTRUCTIONS TO BIDDERS

also comply with system requirement as at clause 9 of e-tender notice. Bid evaluation shall be done after taking into consideration overall quoted price by the bidder.

21.2 If the Bid of the successful bidder is abnormally low in relation of the company's estimate of the cost of work/scope/ schedule/ allocation of risks and responsibilities to be performed under the contract, the Procuring Entity may in such cases seek written clarification from the bidder, including detailed price analysis of its bid price. If, after evaluating the price analysis, Procuring Entity determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the bid/proposal.

Work shall commence only after submission of Performance Security.

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.

22. AWARD CRITERIA

22.1 Subject to Clause 21, 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.

In final evaluation, Quoted Price per tonne of coal produced will be considered for evaluation.

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

23.1 Notwithstanding Clause 22, the Employer reserves the right to accept, negotiate or reject any Bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

24. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

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

The offline communication of LOA shall not be mandatory.

24.2 The notification of LOA will constitute the formation of the Contract, subject only to the furnishing of a Performance security / Security Deposit in accordance with clause 4.4 of Section 4 "Condition of Contract".

The work order shall be issued by GM (Area) 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 Subsidiary level)

24.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder and

INSTRUCTIONS TO BIDDERS

shall be executed within 14 days of confirmation of Performance Security 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 of conditions of contract.

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

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

24.5 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.

25. PERFORMANCE SECURITY/ SECURITY DEPOSIT

25.1 Security Deposit shall consist of two parts;

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

The security deposit shall bear no interest.

.For details refer cl. 4.4 of Conditions of Contract (General terms and Conditions)

25.2 Performance Security should be 5% of annualized value of contract amount and should be submitted within 21 days of issue of LOA by the successful bidder in any of the form given below:

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

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

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

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

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

INSTRUCTIONS TO BIDDERS

(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.

Work shall commence only after submission of Security

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

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

The banning shall be done under the provision of NIT/e-tender Notice with the approval of Tender Accepting authority

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

26. EMPLOYMENT OF LABOUR

26.1 Contractors are to employ, to the extent possible (as per policy decision of the Company valid from time to time), local project affected people and pay wages not less than the wages fixed (notified and prevalent during execution of the work for mining activity) by the Company and guidelines incorporated at Clause 12 of GTC. CIL/ Subsidiary companies shall specify such rates in their bid.

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.

The minimum rates of wages showing the basic rates and variable dearness allowance payable w.e.f. 01.04.2023 will be as under:-

SI No.	Categories	Rate of wages including VDA per day w.e.f.01.04.2023 (in Rs.)
1	Unskilled	787.00 + 255.00 = 1042.00
2	Semiskilled/Un-skilled Supervisory	817.00 + 265.00 = 1082.00
3	Skilled	847.00 + 275.00 = 1122.00
4	Highly Skilled	877.00 + 284.00 = 1161.00

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.

INSTRUCTIONS TO BIDDERS

Categorization of contractor's workers into Unskilled, Semiskilled, Skilled and Highly Skilled shall be as per part-III of notification dated 20th May, 2009 by the Ministry of Labour & Employment, Govt. of India.

Where the existing rate of wages of any employee based on contract or agreement or otherwise are higher than the rates, the higher rates shall be protected and treated as the minimum rate of wages for the contractor workers.

V.D.A. shall be Nil as on 04.09.2018 and the revised rate of V.D.A. shall be paid over the consumer price index (CPI) of 286.00 (base 2001=100) from 1st April and 1st October in every year, as notified by Ministry of Labour & Employment, Govt. of India for the workers employed in scheduled employment for non-coal mines.

The attendance of all the employees / workers engaged by contractors is to be marked through Biometric Attendance System only. All concerned Area managements shall evolve enabling mechanism to ensure payment of wages as per the NIT conditions to the contractor's workers and also upload the details of payment made to the workmen in the CLIP portal.

In addition, the contractors are to provide benefits of Provident Fund for the workmen employed by him for the work as per the Laws prevailing under provision of CMPF and allied scheme valid from time to time and also submit statutory returns. Provisions of Coal Mines Pension (Amended) Scheme, 2018 and ensuring payment of HPC wages communicated by CIL from time to time shall strictly be complied with.

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/SECL.

26.2 The contractor shall utilize their regular employees throughout the period of contract. The bidder shall also comply with statutory requirements of various acts including CL(R&A) Act.

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

27. LEGAL JURISDICTION

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

28. e-payment

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

29. Integrity Pact (applicable for bids with estimated cost exceeding Rs. 5 Crores)

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

30. Change in the Constitution of Contracting Agency.

30.1 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.

INSTRUCTIONS TO BIDDERS

31. Miscellaneous

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

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

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

32. PROCESS TO BE CONFIDENTIAL

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.

The tenderer may note that indulgence in submitting unsolicited offers or submitting unsolicited correspondence after closure of bid submission is liable to debar him from participating in SECL tenders.

33. 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 entity substantially controlled through entities incorporated, established or registered in such a country; or

d. An entity whose beneficial owner is situated in such a country; or

e. An Indian (or other) agent of such an entity; or

f. A natural person who is a citizen of such a country; or

g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

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

1. In case of a Company or Limited Liability Partnership, the beneficial owner is the natural 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

INSTRUCTIONS TO BIDDERS

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership:

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural persons, who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals,

4. Where no natural person is identified under (1) or (d) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

Special Note:

Bidder signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

SECTION-2

USER PORTAL AGREEMENT

e-Tender Portal User Agreement

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

A. UNDERTAKINGS TO BE FURNISHED ONLINE BY THE BIDDER

I DO HEREBY UNDERTAKE

1. That all the information being submitted by me/us is genuine, authentic, true and valid on the date of submission of tender and if any information is found to be false at any stage of tendering or contract period I/We will be liable to the following penal actions apart from other penal actions prescribed elsewhere in the tender document.

- a. Cancellation of my/our bid/contract(as the case may be)
- b. Forfeiture of EMD
- c. Punitive action **as** per tender document

2. That I/we accept all terms and condition of NIT, including General Terms and Condition and Special/Additional Terms and Condition as stated there in the tender document as available on the website.

3. That I/we accept the Integrity Pact as given in the tender document (if applicable).

4. That I/we am/are giving my/our consent for e-payment and submitting/shall submit the mandate form for e-payment in the format as prescribed in the document in case, the work is awarded to us.

5. That I/we do authorize CIL/subsidiary for seeking information/clarification from my Bankers having reference in this bid.

6. That I/we will upload original/certified photo/scanned of all the relevant documents as prescribed in the tender document in support of the information and data furnished by me/us online.

7. I/We confirm that I/We have not been banned or de-listed by any Govt. or Quasi Govt. agencies or PSUs. In case We are banned or delisted this information shall be specifically informed to the tender issuing authority.

8. That I/We accept all the undertakings as specified elsewhere in the tender document.

9. That this online agreement will be a part of my bid and if the work is awarded to me/us, this will be a part of our agreement with CIL/subsidiary Company.

B. TERMS AND CONDITIONS OF E-TENDER SERVICES AGREEMENT

COPY RIGHT NOTICE. Copyright©2013, Coal India Limited, India. All rights reserved.

YOU MAY NOT MODIFY, COPY, REPRODUCE, REPUBLISH, UPLOAD, POST, TRANSMIT, OR DISTRIBUTE, IN ANY MANNER, THE MATERIAL ON THE SITE, INCLUDING TEXT, GRAPHICS, CODE AND/OR SOFTWARE.

You may print and download portions of material from the different areas of the website solely for your own non-commercial use provided that you agree that you shall not change or delete any copyright or proprietary materials from the site.

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

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

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

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

→ **Bidder Registration, Password and Security**

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

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

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

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

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

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

→ **Modification of software**

With consent of **Project Advisory Committee**, e-procurement of CIL, the Administrator of e-Tender portal, reserves the right to modify, add, delete and/or change the contents , classification and presentation of the information on the marketplace at any time as it may in its absolute discretion find to

be expedient and without giving any notice. It is the user's responsibility to refer to the terms and/or any change or addition to the same while accessing the site.

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

→ **System Requirements**

It is the user's responsibility to comply with the system requirements: hardware, software, Internet connectivity at user premises to access the e-Tender portal as mentioned in the home page in the link 'resources required'.

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

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

→ **Contents of Tender Information**

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

→ **Bid Submission Acknowledgement**

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

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

→ **Upload files**

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

→ **User Conduct**

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

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

➤ **Amendments to a tender published:**

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

➤ **Special Admonitions For International Use:**

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

➤ **Links**

The Site may provide, links to other World Wide Web sites or resources. Because CIL/subsidiary has no control over such sites and resources, you acknowledge and agree that the CIL/Subsidiary is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that the CIL/subsidiary shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, Goods or Services available on or through any such site or resources.

Miscellaneous

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

➤ **Governing Law**

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

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

➤ **Modification of terms of Agreement**

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

Policy and Security

General Policy

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

Information Collected

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

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

- The Internet domain and IP address from which you access our portal;
- The date and time you access our portal;
- The pages you visit

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

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

Use of Cookies

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

Security

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

SECTION: 3

QUALIFICATION INFORMATION

(The information to be submitted by all the Bidders)

3.0 INDIVIDUAL BIDDERS OR INDIVIDUAL MEMBERS OF JOINT VENTURE COMPANY / CONSORTIUM

3.1 Constitution or Legal status of Bidder (attach copy)

Place of registration.....

Principal place of business

Power of Attorney of signatory Bid: (attach)

3.2 GENERAL INFORMATION

Name of the Tenderer :				
Participating as (Please tick)		Single entity	Joint Venture	Consortium
Details of Single Entity /JV / consortium members :				
I	Name (Single entity or Lead member) :			
	Postal address Tel.No. Fax-No. e-mail, website			
	License or registration			
	Bankers name & address			
	Responsibility of the member			
	Turnover (In.....)	< Year>	< Year>	< Year>
II	Name (member) :			
	Postal address Tel.No. Fax-No. e-mail, website			
	License or registration			
	Bankers name & address			
	Responsibility of the member			
	Turnover (In.....)	< Year>	< Year>	< Year>

Note: In case of more than two members in JV / Consortium the above information shall be furnished on the same format separately.

3.3 DETAILS OF PERFORMANCE OF CONTINUOUS MINER

(Please use separate sheet for each work/project)

Brief description of the Job (Production of coal using Continuous Miner)		
Name of the Member responsible for the job		
Contract No.		
Name of mine & Location		
Client's Details Address, Tel.No. Fax-No. e-mail, website		
Type of Equipment deployed:		
Targeted Annual production (average)		
Average Annual production achieved		
Maximum production achieved in a year Using Continuous Miners		
Value of total Contract		
Date of award		
Schedule date of completion		
Date of actual completion		
Name :		
Designation:		
	Signature with seal	Date

3.4 Annual audited financial reports of the last three years: balance sheets, profit and loss statement, auditor's report etc. (copies to be submitted and the following format be filled in)

Financial information in Rs.	Actual: Previous three years		
	1	2	3
1. Total assets			
2. Current assets			
3. Total liabilities			
4. Current liabilities			
5. Profit before tax			
6. Profit after tax			

3.5 Evidence of access to financial resources to meet the qualification requirements:

Cash in hand, liquid assets, unencumbered real assets, lines of credit and other financial means etc. sufficient to meet the construction cash flow (the copies to be submitted and the following format to be filled-up).

Source of financing	Amount in Rs.
1.	
2.	

3.6 Details of bankers:

Banker	Name of the banker		
	Address of the banker		
	Telephone	Contact name and title	
	Fax	Telex	

3.7 Information about litigations, if any, in which bidder is involved:

Year	Award FOR or AGAINST applicant	Name of the client, Cause of Litigation and Matter of dispute	Disputed amount in Rs.

3.8 Details of the Continuous Miner Package Proposed to be deployed for the work:

Sl. No.	Equipment type and capacity	Make & model	Number

Detailed specification of all the equipments is to be included with the Technical offer. Bidders are to submit dully filled Check list and Data/Information sheet furnished in the NIT.

3.9 Performance of the Continuous Miner Package Proposed to be used:

Sl. No.	Name and address of Mine / Project where the same type package were deployed	Year wise production of the Continuous Miner package

3.10 Permanent Income Tax Account No. (PAN)

3.11 Details of Earnest Money / Bid Security

EMD is not applicable for this tender, Hence this clause has been deleted.

3.12 OTHER DETAILS

- (a) Details of registration/ enlistment with Government organizations/ PSUs/ Subsidiaries of Coal India Limited if any.
- (b) Certificate of registration as per statutory requirements under Contract Labour Laws etc. as may be applicable. If the certificates have not been obtained at the time of offer submission, it should be submitted prior to commencement of work.
- (c) Certificate of registration with CMPF authorities. If the certificates have not been obtained at the time of offer submission, it should be submitted prior to commencement of work.
- (d) List of minimum and maximum number of person grade and designation wise to be deployed in shifts by the bidder.

Signature of the Tenderer

- NOTE: 1. Separate sheets may be attached to furnish details, if necessary
- 2. In case of Joint Venture Company or Consortium, Separate information for each member should be submitted.
 - 3. Documentary evidence of qualifications of the bidder (as per qualification criteria) is to be submitted.

CHECK LIST TO BE FURNISHED BY THE BIDDER

(To be submitted in Part-I)

Bidders are requested to fill column 3 and 4 and submit it along with their offer.

Sl. No.	Information/data/confirmation/ documentary proof furnished	Yes (Y) or No (N)	Ref. Page no. of offer
1	Bid Security Declaration Submitted		
2	Proof of fulfilling the eligibility criteria as per clause 6 of e-tender notice furnished.		
3	Proof of Financial Soundness furnished		
4	Furnished Audited/Certified Account/Financial Statement of last 3 years.		
5	Furnished P&L account and Balance sheet of last 3 years.		
6	Furnished Annual Turnover of immediate preceding 3 years		
7	Furnished Average Turnover in immediate preceding 3 years.		
8	Furnished status of DGMS approval of each equipment		
9	Whether site of work visited		
10	Whether attended Pre-Bid meeting held at SECL		
11	Offer has been submitted strictly as per Clause 8 under heading submission of Bid		
12	Furnished document establishing good eligibility and conformity to bidder documents.		
13	Furnished detailed specification of equipment offered		
14	Furnished documents regarding past performance of offered equipment		
15	Furnished the Working capital certificate from CA as per clause 6.3 of e-tender notice		
16	Letter of authorization (Power of attorney) enclosed		
17	Furnished all documents as per clause 7 of e-tender notice including Affidavit and contractors Bid		
18	Furnished mine/district layout and sequence of operation.		
19	Furnished detailed Network of implementation.		
20	List of manpower (grade-wise) to be provided by the bidder in each AAP		
21	Requirement of air at the last ventilation connection of each working district and at the entry of the district.		
22	Bidder to indicate the qualifying criteria under which they intend to qualify:		
	i. Clause No. 6.1 A of NIT		
	ii. Clause No. 6.1 B of NIT		
	iii. Clause No. 6.1 C of NIT		

Data/Information Sheet

(To be submitted in Part I)

A. Equipment Data proposed to be deployed

Sl. No.	Equipment details/ specifications	To be filled by bidder	Reference of documents (if any) in the bid. (Indicate page no.)
1. CM			
1.1.1	Make		
1.1.2	Machine model		
1.1.3	Number of Machine Offered		
1.1.4	Number of such Machine working elsewhere		
1.1.5	Status of DGMS Approval		
1.2	Operating parameters		
1.2.1	Cutting height range (mm)(Min-max.)		
1.2.2	Ground clearance (mm)		
1.2.3	Tramming speed (m/min)		
1.2.4	Loading rate (t/min)		
1.2.5	Ground pressure (k Pa)		
1.2.6	Machine weight (t)		
1.2.7	Radio Remote Control		
1.3	Dimensions		
1.3.1	Overall length (mm)		
1.3.2	Width (mm)		
1.3.3	Height (mm)		
1.4	Cutting unit		
1.4.1	Cutter drum diameter (mm)		
1.4.2	Cutter drum width (mm)		
1.4.3	Cutter drum speed (rpm)		
1.5	Electrical		
1.5.1	Machine voltage (V)		
1.5.2	Cutting head power (kW)		
1.5.3	Traction power (kW)		
1.5.4	Conveyor/ Loading power (kW)		
1.5.5	Hydraulic unit power (kW)		
1.5.6	Dust suppression unit power (kW)		
1.5.7	Total installed power (kW)		
1.6	Traction unit		
1.6.1	Crawler chain width (mm)		
1.6.2	Crawler speed (m/sec)		
1.7	Loading unit		
1.7.1	Conveyor width (mm)		

Sl. No.	Equipment details/ specifications	To be filled by bidder	Reference of documents (if any) in the bid. (Indicate page no.)
1.7.2	Conveyor speed (m/min)		
1.7.3	Loading capacity (TPH)		
2. Shuttle Car /Coal Hauler			
2.1.1	Make		
2.1.2	Machine model		
2.1.3	Number of Machine offered		
2.1.4	Number of such Machine working elsewhere		
2.1.5	Status of DGMS Approval		
2.2	Operating parameters		
2.2.1	Payload (coal) (kg)/Cubic capacity (cu. m))		
2.2.2	Unladen weight (kg)		
2.2.3	Power (kW)		
2.2.4	Vehicle speed (kmph)		
2.2.5	Grade ability in degree		
2.2.6	Turning radius (mm)(inner and outer)		
2.2.7	Fuel consumption (L/shift) (if Diesel operated)		
2.2.8	Operating voltage		
2.2.9	Total service life (million tonnes)/working hour		
2.2.10	Ground clearance (mm)		
2.2.11	Ground pressure (kPa)		
2.2.12	Cable reel capacity (electrically operated) (m)		
2.3	Dimensions		
2.3.1	Overall length (mm)		
2.3.2	Width (mm)		
2.3.3	Height (mm)		
2.4	Wheel		
2.4.1	Size		
2.4.2	Ply rating		
2.4.3	Filling		
3.Roof Bolter			
3.1.1	Make		
3.1.2	Machine model		
3.1.3	Number of Machine Offered		
3.1.4	Number of such Machine working elsewhere		

Sl. No.	Equipment details/ specifications	To be filled by bidder	Reference of documents (if any) in the bid. (Indicate page no.)
3.1.5	Status of DGMS Approval		
3.2	Operating parameters		
3.2.1	Number of bolters		
3.2.2	Operating mining height (m) Min- Max		
3.2.3	Drilling length (m)-Maximum		
3.2.4	Drill hole size (mm) Min.-Max.		
3.2.5	Tram speed (m/min)		
3.2.6	Weight (t)/ Ground Pressure (MPa)		
3.2.7	Tire/ Track chain		
3.2.8	Max. Platform elevation from ground (m)		
3.2.9	Drilling nature(Dry/Wet)		
3.2.10	Power (kW)		
3.2.11	Operating voltage (V)		
3.2.12	Bolting rate (bolts/hr.)		
3.2.13	Max. material hardness that can be drilled (MPa)		
3.3	Dimensions		
3.3.1	Overall length (mm)		
3.3.2	Width (mm)		
3.3.3	Height (chassis) (mm)		
3.3.4	Wheel base (mm)		
3.3.5	Ground clearance (mm)		
3.4	Drilling System		
3.4.1	Torque (Nm)		
3.4.2	Rotation (rpm)		
3.4.3	Feed thrust		
3.4.4	Feed length (m)		
3.4.5	Feed rate (m/min)		
3.4.6	Mast height range (m)		
3.4.7	Mast tilt (deg.)		
4	Feeder Breaker		
4.1.1	Make		
4.1.2	Machine model		
4.1.3	Number of Machine Offered		
4.1.4	Number of Machine working elsewhere		
4.1.5	Status of DGMS Approval		
4.2	Operating parameters		
4.2.1	DischargeCapacity (TPH)		
4.2.2	Input size (mm x mm x mm)		
4.2.3	Output size (mm x mm x mm)		
4.2.4	Weight (t)		

Sl. No.	Equipment details/ specifications	To be filled by bidder	Reference of documents (if any) in the bid. (Indicate page no.)
4.2.5	Ground pressure (MPa)		
4.2.6	Tram speed (m/min)		
4.2.7	Crusher Power (kW)		
4.2.8	Dust suppression		
4.2.9	Hopper size (m ³)		
4.3	Dimensions		
4.3.1	Overall length (mm)		
4.3.2	Width over bucket type hopper (mm)		
4.3.3	Overall width (frame) (mm)		
4.3.4	Tram height (mm)		
4.3.5	Max. discharge height (mm)		
4.4	Conveyor		
4.4.1	Conveyor width (mm)		
4.4.2	Conveyor chain (mm)		
4.4.3	Conveyor flights (mm x mm)		
5. Utility	Vehicle/LHD		
5.1.1	Make		
5.1.2	Machine model		
5.1.3	Number of Machine Offered		
5.1.4	Number of Machine working elsewhere		
5.1.5	Status of DGMS Approval		
5.2	Operating parameters		
5.2.1	Bucket payload (kg)		
5.2.2	Bucket heaped capacity (m ³)		
5.2.3	Weight (unladen) (t)		
5.2.4	Max. power (kW)		
5.2.5	Fuel consumption (L/hr)		
5.2.6	Tyre size		
5.2.7	Vehicle speed (kmph)		
5.2.8	Grade ability		
5.3	Dimensions		
5.3.1	Overall length (mm)		
5.3.2	Width overall frame (mm)		
6.	Set of electrical equipment		
6.1	Particulars		
7.	Any Other Equipment		
7.1	Particulars		
8.	Brief technical /operational aspects, if any		

Signature of Bidder

NOTE: Separate sheets may be attached to furnish details, if necessary.

SECTION-4

CONDITIONS OF CONTRACT

4.1 DEFINITIONS:

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

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

iii. "Bank Guarantee" shall mean the Bank Guarantee to be provided by the bidder to the Owner.

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

(a) Standards of Bureau of Indian Standards relevant to the works under the contract and their specifications.

(b) Other internationally approved Standards and/or rules and regulations touching the subject matter of the contract.

i) A.S.M.E. Test codes.

ii) A.I.E.E. Test codes.

iii) American Society of Materials Testing Codes.

iv) Indian Electricity Act and Rules and Regulations made there under.

v) Indian Explosive Act and Rules and Regulations made there under.

vi) Indian Petroleum Act and Rules and Regulations made there under.

vii) Indian Mines Act and Rules and Regulations made there under.

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

v. The word "Company" or "Employer" or "Owner" or "SECL" wherever occurs in the tender document, means the South Eastern Coalfields Limited, Bilaspur (CG), represented at head quarter of the company by the Director Technical or his authorized representative or any other officer specially deputed for the purpose.

vi. The 'Contract' shall mean the notice inviting tender, the tender as accepted by the company and the formal agreement executed between the company and the Successful bidder together with the documents referred to therein including conditions of contract, special conditions, if any, specifications, designs & drawings including those to be submitted during progress of work, scope of work with rates and amounts.

vii. "Contract period" shall start from the date of commencement of contract and include **Nine** production years of cumulative coal production starting within eighteen months from the date of issuance of Letter of Acceptance (LOA) and shall continue upto three months from last full and final payment released by SECL to the Contractor after issue of contract completion certificate by SECL.

viii. "Contract Price" is the amount in INR equal to the product of "Specific price per tonne of coal" and "sum of the minimum guaranteed production of all production years in tonne". It is not the total amount payable to the Contractor which will be dependant of amount of coal produced.

ix. The word "Contractor" wherever occurs means the successful Bidder / Bidders who has / have been

given written intimation about the acceptance of tender and has / have deposited the necessary performance security 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.

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

xi. "Date of commencement of Contract" shall mean the date of issuance of the 'Letter of Acceptance'.

xii. "DGMS" means Directorate General of Mines Safety, the Indian Government Regulatory agency for safety in mines and oil-fields.

xiii. "Development" means the drivage of series of roadways parallel to each other and also at angles forming blocks of coal to support super-incumbent strata, in order that their network reach pre-determined boundary.

xiv. "District" means independent blocks of coal connected at one end to the main arterial transport and ventilation networks and at the other end extending up to the boundary or barrier of the adjacent district with the barrier extending on the other two sides of the district. The district is as such an independent production unit in an underground mine.

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

- a) drawings furnished by the owner/consultant as a basis for proposals,
- b) drawings submitted by Contractor with his proposal provided such drawings are acceptable to the Owner/Consultant,
- c) drawings furnished by the Owner/Consultant to Contractor during the progress of the work, if any and
- d) engineering data and drawings submitted by Contractor during the progress of the work provided such drawings are acceptable to the Engineer.

xvi. The word "**Engineer**" or "**Engineer in-charge**" or "**Designated Officer-in-charge**" wherever occurs, means the authorized representative or any other officer specially deputed by the Company for the purpose of Contract. He will be responsible for supervising and administering the contract, certifying payment due to Contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. Engineer/ Engineer-in-charge/ Designated Officer-in-charge may further appoint his representatives i.e. another person or any other competent person and notify to 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/Engineer-in-charge/ Designated Officer-in-charge.

xvii. "Final Acceptance" shall mean the owner's written acceptance of the works performed under the contract after successful completion.

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

xix. "Letter of Acceptance" of the tender shall mean the official notice issued by the company notifying the successful bidder that his tender has been accepted.

xx. "Continuous Miner" means the technology with coal production system, which is continuous in nature and without deploying drilling and blasting as a major means of getting coal. The Continuous Miner so deployed should not have the cutting drum width less than 2.4 Mtr.

"Low Height Continuous Miner" means the technology with coal production system, which is continuous in nature and without deploying drilling and blasting as a major means of getting coal. The Low Height Continuous Miner so deployed should not have the cutting drum width less than 2.4 Mtr. and should be

suitable for deployment in the proposed seam, mentioned at Cl.5.2.4 & Cl.5.2.4.3 in Chapter-5 of NIT under the heading “Mine profile and Geo mining conditions.”

xxi. “The mine or Site” shall mean the underground mine or site of the contract work including land and any building and erections thereon and any other land allotted by the company for Contractor’s use in the performance of the contract.

xxii. “Month” shall mean a calendar month according to the Gregorian calendar.

xxiii. Words importing “Person” shall include firms, companies, corporations, and associations or bodies of individuals, whether incorporated or not.

xxiv. “Production Year” shall mean 6100 production hours spread over one calendar year having normally 305 working days starting from the first day of the succeeding month immediately following deployment of bidder’s underground equipment and the date of commencement of production. In case of stoppages for which Employer is responsible, working on weekly rest days and public holidays will be allowed to compensate such stoppages. Stoppages of less than half an hour shall be disregarded entirely for the purpose of accumulation. “One day of additional work shall be allowed for every 20 hours of stoppages accumulated. The actual hours worked on any Sunday or a public holiday will reduce the accumulated hours of stoppages on ‘hour by hour’ basis. No additional hours will be permitted for any such stoppage on a Sunday or a public holiday.

If there are no accumulated stoppages/hindrances and weekly rest days and public holidays are allowed to work with mutual consent, the same will be treated as working days for the purpose of production. First Production Year therefore shall last for 305 working days from commencement plus any extensions as provided in this sub clause. Each of the subsequent Production Years shall commence on the expiry of the previous Production Year and shall last for 305 working days plus any extension as provided in this sub-clause. Where accumulated hours could not be covered by working on Sundays and holidays as mentioned above, the Production Year shall be extended (week-days and Sundays) to reduce the accumulated hours as quickly as practicable before the commencement of the next Production Year.

A Production year duly extended after incorporating the stoppage /hindrance period is termed as Annual Production Period (APP).

Time required for shifting of the equipments from one panel to another panel shall be included in the production year. However, time period required in shifting the equipments from one seam to another seam and overhauling the machines shall not be included in the production year.

A “Hindrances Register” shall be maintained by both the Company and the Contractor at site to record the various hindrances, as mentioned above, encountered during the course of Contract execution.

xxv. “Pillar extraction” means extraction of coal blocks formed after development by any method; with a reasonable percentage of recovery of coal, leaving void underground. The method of pillar extraction should be approved in writing by DGMS.

xxvi. “Site Investigation and Monitoring Services” means those expert services which the Bidder shall procure from a suitably qualified firm. The Bidder has the responsibility for engaging such firm, coordinating provision of services for the Contract Period, and making payment to the firm.

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

xxviii. The term “sub-contractor”, means any person to whom execution of any part of the work including supply of any Equipment is sub-Contracted by the Contractor with written permission of SECL, and includes his legal successors or permitted assigns.

xxix. 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.

xxx. '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 Contractor /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.

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

4.2 CONTRACT DOCUMENTS

4.2.1 The successful bidder shall enter into a Contract Agreement with the Owner **within 14 days of confirmation of Performance Security (if any) submitted by the contractor as per contract conditions.** If the successful bidder is a consortium / Joint Venture company, the contract agreement should be signed jointly by each member of consortium / Joint Venture Company. The performance Bank Guarantee for the proper fulfillment of the contract shall be furnished by the successful bidder in the prescribed form within 21 (Twenty one) days from the date of 'letter of acceptance'.

Work shall commence only after submission of Performance Security.

In case the successful bidder fails to submit the Performance Security within the stipulated time then the award of work shall be cancelled.

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

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

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

4.2.2 The contract shall be considered as having come into force from the date of issue of the 'Letter of Acceptance'.

4.2.3 The following documents shall constitute the contract documents:

- (i) Articles of Agreements,
- (ii) Notice Inviting Tender, Addendum (if any), Offer and various clarification furnished by the successful bidder
- (iii) Letter of Acceptance of tender indicating deviations, if any, from the conditions of contract incorporated in the Bid/ Tender document issued to the bidder,
- (iv) Scope of Work
- (v) Conditions of contract,
- (vi) Special Terms and Conditions
- (vii) Price/Rate and Price Variation
- (viii) Technical Specification of Equipment.
- (ix) Guidelines for Banning of Business
- (x) Other Documents
 - a. Time Schedule

- b. List of equipment to be deployed
 - c. List of Manpower to be deployed
 - d. Designated Mining Area
 - e. Integrity Pact
- (xi) Any other relevant documents.

4.2.4 The agreement will be signed in 2 (two) originals and Contractor shall be provided with one signed original. After Letter of Acceptance Contractor shall proceed with the work, 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. Contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the engineer-in-charge, his representatives or any other officials authorized by company for the purpose.

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

4.3 DISCREPANCIES AND ADJUSTMENTS THERE OF:

4.3.1 The documents forming part of the contract are to be treated as mutually explanatory of one another. In the event varying or conflicting provisions made in any of the document/ documents forming part of the contract, the 'Accepting Authority's decision/clarification shall hold good with regard to the intention of the document or contract, as the case may be.

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

4.3.3 Any difference detected in the Bid/Bids submitted, resulting from :

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

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

4.4 SECURITY DEPOSIT/ PERFORMANCE GUARANTEE

4.4.1 Security Deposit shall consist of two parts;

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

The security deposit shall bear no interest.

4.4.2 Performance Security (first part of security deposit) should be 5% of annualized value of contract and should be submitted within 21 days of issue of LOA by the successful bidder in any of the form given below:

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

- Demand Draft drawn in favour ofon any Scheduled Bank payable at its Branch at Bilaspur

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

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

- (a) at Bidder's option by a Scheduled Bank or
- (b) by a foreign bank located in India and acceptable to the employer.

Work shall commence only after submission of Performance Security

In case the successful bidder fails to submit the Performance Security within the stipulated time then the award of work shall be cancelled.

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. **The banning shall be done under the provision of NIT/e-tender Notice with the approval of Tender Accepting authority.**

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

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

The Performance Bank Guarantee deposit issued by the issuing bank on behalf of the bidder in favour of "South Eastern Coalfields Limited" shall be in paper form (Stamp Paper) as well as issued under "Structural Financial Messaging System". The message will be sent to the beneficiary bank through SMS. The details of the beneficiary banks for issue of BG through SFMS platform are furnished below:

A. State Bank of India as advising bank of SECL:

1	Name of the Beneficiary and his details	i	Name	South Eastern Coalfields Ltd.
		ii	Area	_____ (Respective Area for which the NIT has been floated)
		iii	Name of Bank	State Bank of India
		iv	Bank Account No.	30285470636
		v	Department	_____ (Name of concerned Department of the Area)
2	Beneficiary Bank, Branch and Address	i	Name of Bank	State Bank of India
		ii	Bank Branch name	SME SBI Branch, Bilaspur
		iii	Branch Code	4177
		iv	Beneficiary Bank Branch IFSC	SBIN0004177

		v	Beneficiary bank Address	SBI, Galaxy Height VyaparVihar Bilaspur-495001, C.G
--	--	---	--------------------------	---

B. ICICI Bank as advising bank of SECL:

1	Name of the Beneficiary and his details	i	Name	South Eastern Coalfields Ltd.
		ii	Area	_____ (Respective Area for which the NIT has been floated)
		iii	Name of Bank	ICICI Bank
		iv	Bank Account no.	028205003346
		v	Department	_____ (Name of concerned Department of the Area)
2	Beneficiary Bank, Branch and Address	i	Name of Bank	ICICI Bank
		ii	Bank Branch Name	VyaparVihar, Bilaspur
		iii	Branch Code	0282
		iv	Beneficiary bank Branch IFSC	ICIC0000282
		v	Beneficiary Bank Address	Surya Chambers, Plot No-A/09, VyaparVihar, Bilaspur-495001, C.G
		vi	Field No. 7037	SECL14265

Original copy of the Bank Guarantee issued by the issuing bank shall be sent by the issuing bank to the concerned area.”

4.4.3 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.

The Retention Money amount may be refunded against equivalent Bank Guarantee, in the form given in the bid document only for values above Rs. 25 lakhs. The validity of the Bank Guarantee shall be for 270 days beyond the period of contract or extended period of contract, if any.

4.4.4 Refund of Security Deposit :

The refund of security deposit shall be subject to company's right to deduct/appropriate its dues against the contractor under this contract or under any other contract. On completion of the work and certified as such by the Engineer-in-charge, the security deposit remaining with the company shall be refunded.

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

Retention Money (2nd part of security deposit) shall be refunded after 180 days of the completion of the work.

4.4.5 Additional performance security :

There should be no provision in the Bid Documents regarding submission of Additional Security Deposit / Bank Guarantee (BG) in case of Abnormally Low Bids. There shall be a provision in the Bid document regarding Abnormally Low Bid that the Procuring Entity may in such cases seek written clarifications from the Bidder, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the 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.

Such Additional Performance Security (APS) shall be applicable if the bid price is below 15% of the updated/justified cost Finalized by the Owner as on 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). The amount of such APS shall be the difference between 85% of the updated/justified cost Finalized by the Owner as on 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).

Updated/justified cost shall be based on prevalent market rate of material components and Labour components, analysed as per standard analysis of rate adopted in the preparation of SOR.

Approving Authority of updated/justified cost shall be the authority who has approved the estimate for the Tender/as per existing guidelines in this regard.

Additional Performance Security (APS) shall be furnished within 21 days of issuance of LOA by the successful Bidder.

Failure to submit such Additional Performance Security shall result in cancellation of the contract with forfeiture of earnest money.

Additionally, the Company shall debar such defaulting Contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum 1 (one) year from the date of issue of such letter. In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.

In the above case, approval of Tender Accepting Authority (TAA) shall be taken. In case CFDs of CIL/Subsidiary or CMD is TAA, 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 of Business.

In case the work is awarded with Additional Performance Security, it may be furnished in any of the forms as applicable for Performance Security.

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

This Additional Performance Security will not carry any interest and shall be released in the following manner:

- I. 30% of Additional Performance Security will be released after 60% of the total work is completed.
- II. 50% of Additional Performance Security will be released after 80% of the total work is

- completed.
- III. 100% of Additional Performance Security will be released after total work is completed.

4.5 TIME FOR COMPLETION OF CONTRACT - EXTENSION THEREOF

4.5.1 Immediately after the contract coming into force, the Engineer-in-charge and Contractor shall agree upon time and progress chart prepared on the basis of a work schedule to be submitted by Contractor showing the order in which the work is proposed to be carried out within the time specified in the contract document.

4.5.2 If 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 Contractor to commence the work, failing which to forfeit the Security Deposit and terminate the contract at no cost to SECL.

4.5.3 However, Contractor may request the company in writing for extension of time giving full reason for the delay in commencing the execution of the work within the aforesaid date which the company may consider on basis of merit and may allow reasonable extension of time. Such extension shall be communicated to Contractor in writing by the company within 1 month from the date of receipt of such request.

4.5.4 Contractor shall however use his best efforts to prevent or make good the delay by putting his endeavours constantly as may be reasonably required of him.

4.5.5 Time required for shifting from one panel to another shall be included in the production year. However, time period required in shifting the equipments from one seam to another seam shall be given additionally as per mutually agreed.

4.6 QUALITY ASSURANCE

Contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that 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 Contractor.

Contractor shall adopt prudent industrial practices to avoid mixture of foreign materials like stones and metallic objects during mining of Coal and take measures to the satisfaction of SECL to ensure that to the extent possible no stones or foreign material extraneous to Coal shall be delivered.

Contractor is responsible to produce (-) 100 mm size of coal.

4.7 MEASUREMENT AND PAYMENT

4.7.1 Before execution of work, the area from where coal / coal-measure-strata is to be extracted by Contractor, shall be properly demarcated and a plan thereof shall be prepared maintained and kept up-to-date at weekly intervals. During course of execution, measurement shall be taken at weekly intervals (if necessary at closer intervals) and the measurement shall be plotted on the same plan. Measurement shall be taken jointly by the Engineer-in-charge or his authorized representative and by Contractor or his authorized representative. At the end of every measurement period, wherever possible the in-situ volume thus excavated and removed by Contractor, will be calculated.

In case the quantity of coal produced is to be decided on the basis of survey, the specific gravity of coal shall be determined on the basis of joint sampling of coal.

4.7.2 Measurement of coal will be in metric tonne. Net weight of coal will be derived from weighment readings of the belt weightometer(s) installed below ground, which will be provided by the SECL. The belt weightometer(s) shall be calibrated and stamped as per the schedule specified by the Department of weights & measures of the State in which the mine is located. Wherever possible, it would be cross checked by underground survey. In case of panel extraction, cross checking by underground survey will be done, if feasible. In case of breakdown of belt weightometer(s), measurement by underground survey of face advance will be adopted.

Calibration of belt weightometer(s) and measurements shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the Contractor or his authorized representative.

Before taking up calibration of weightometer(s) or 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 calibration / measurement. Every calibration / measurement thus taken shall be signed and dated by both the parties on the site on completion of the calibration / measurement.

In the event of failure on the part of Contractor to attend or to send his authorized representative to attend the calibration / measurement after receiving the intimation, the calibration / measurement taken by the Engineer-in-Charge or by his authorized representative shall be taken to be the correct measurement.

4.7.3 SECL and Contractor shall conduct a joint survey to determine the progress of the works at the end of each calendar month. This measurement shall be completed by the 5th day of the following month and summarized by Contractor and documented as 'Progress Certificate' to be delivered to SECL.

4.7.4 Payment on Account - Contractor shall submit monthly bill/bills for the work carried out in accordance with Contract. The engineer-in-charge shall then arrange for verification of the bill/bills and payment of verified amount after adjustment, if any, within 30 days of bill submitted by Contractor. Payment on account shall be made on the Engineer-in-charge certifying the sum to which Contractor is considered entitled by way of interim payment for the following:

a) The work executed as covered by the bill/bills after deducting the amount already paid, the Retention Money, electricity charges and such other amounts as may be deductible or recoverable in terms of the contract.

4.7.5 The company reserve the right to recover/ enforce recovery of any overpayments detected after payment as result of post-payment audit or technical examination or any other means, notwithstanding the fact that amount of disputed claim, if any, of the Contractor exceeds the amount of such overpayment and irrespective of the fact whether such disputed claims of Contractor are the subject matter of arbitration or not. The amount of such over payment may be recovered from the subsequent bills under the contract, failing that from Contractor claim under any other contract with the company or from Contractor's security deposit or Contractor shall pay the amount of overpayment on demand.

4.7.6 2% of the gross amount of each bill with applicable cess will be recovered on account of income tax which would be paid to the Income Tax Authority as per rules and SECL shall furnish TDS certificates to Contractor promptly for such deduction.

4.8 TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT

4.8.1 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 Contractor

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

or

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

or

c) 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

d) transfers, sublets, assign the entire work or any portion thereof without the prior approval in writing from the Engineer-in-charge. The Engineer-in-charge may be giving a written notice, cancel the whole contract or portion of it in default.

Or

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

4.8.2 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-organization, or a receiver or manager is appointed by the court on the application by the debenture holders of the company, if any.

c. If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 days.

d. On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to legal representative or to the partnership concern.

4.8.3 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 guarantee and retention money 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 4.14.1

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

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

The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor as stated in 4.8.1(e).

4.8.4 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 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 Contractor or on ground of the safety of the work or part thereof. In the event of suspension for reason other than any default on the part of Contractor, extension of time shall be allowed by the company equal to the period of such suspension.

4.8.5 Foreclosure of contract in full or in part - If at any time after acceptance of the tender, the company decides to abandon or reduce the scope of the work 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.

d). In absence of Environmental & forest clearance of any part of the working site (EMP & Forest clearance shall be the responsibility of the Company).

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 4.14.1 will be levied on the contractor.

If the coal reserve is exhausted before completion of contract period but total minimum guaranteed production is achieved, the contract would come to an end without any liability on either of the parties.

4.9 LIABILITY FOR ACCIDENTS AND DAMAGES

4.9.1 The Company will not be responsible for any accident during work to any workman / staff or anyone who is assigned job by Contractor under the contract. Company shall have no responsibility/ liability whatsoever for compensation payment in case of such accident. Contractor shall be responsible for loss or damage to their equipments etc. during entire Contract period.

4.9.2 The contractor shall take adequate Insurance coverage (ref. Clause 4.18) for payment of any compensation to any workmen / staff of contractor or of SECL if the said workman / staff / officers of either contractor or SECL dies or suffers an injury from any accident arising during the course of operation of the Continuous Miner.

4.10 FORCE MAJEURE

4.10.1 Should Force Majeure prevent or hinder the execution by either party of any of its obligations under this Contract, then the parties so affected shall be excused performance of its obligations for so long as such performance is thereby prevented or delayed. Both parties shall make every reasonable effort to minimize the effects of Force Majeure upon the Contract as far as possible.

4.10.2 The affected party shall notify the other by fax immediately but not later than 72 hrs from the time of occurrence of Force Majeure and confirm forthwith thereafter by registered letter enclosing therein reasonable evidence. Should the effect of Force Majeure last more than ninety (90) consecutive days, the parties to the Contract shall settle further execution of the Contract in an amicable way and arrive at an agreement within a reasonable time limit.

4.10.3 For the purposes hereof "Force Majeure" shall mean and include Acts of God, War, Hostilities, Riot, Civil War, Insurrection or Civil Commotion, Malicious Damage, Blockades, Embargoes, Strikes and Lockouts, Sabotage, Explosions, Government Actions or non actions, Earthquake, Flood, Fire or other natural physical disaster, Plague or other epidemic, extra-ordinary thinning of coal seam, major geological disturbance, which is beyond the control of the party claiming force majeure which prevent or hinder the carrying out of obligations under Contract. Regarding major geological disturbance the opinion of SECL will be the final.

4.11 SETTLEMENT OF DISPUTES

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

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

Effort shall be made to resolve the dispute in two stages.

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

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

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

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

4.11 A SETTLEMENT OF DISPUTES THROUGH ARBITRATION

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

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

Sole Arbitration:

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

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

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

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

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

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

Contracts with Partnership firm / Joint Venture:

The Partnership firm / Joint Venture is required to submit written consent of all the partners to the above Arbitration Clause at the time of submission of Bid.

(ii) With reference to DPE OM No. 05/0003/2019-FTS-10937 dtd 14/12/2022 for Settlement of commercial disputes between CPSEs inter se and CPSE(s) and Govt Department(s)/ organization(s) through AMRCD issued by Govt. of India as amended from time to time shall be applicable. The relevant portion of the OM is reproduced below:

Quote:

6. Arbitration clause

6.1 All CPSEs will ensure inclusion of a clause in all the existing and future commercial contracts between CPSEs, inter se and CPSE(s) and Govt Department(s)/ organization(s) as under:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Govt Department(s)/ organization(s) (excluding disputes relating to

Railways, Income tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dtd 14th December 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

Unquote

4.12 SUB-CONTRACTING

No Sub-Contracting Without Permission

The Contractor must not sub-contract its obligations under this Agreement without the prior written approval of SECL. Any approval to sub-contract given by SECL in accordance with this Clause shall not discharge the Contractor from any liability under the Agreement and Contractor remains subject to all of its obligations under the Agreement. The Contractor must ensure any sub-Contractor so approved by SECL observes all the provisions of the Agreement as if the sub-Contractor is also a party to this Agreement.

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

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

4.14 COMMITMENT TOWARDS MINIMUM GUARANTEED PRODUCTION

Contractor would guarantee to produce the minimum guaranteed production of coal from the mining districts and delivery the same on the Gate belt.

4.14.1 Commitment Charges:

In case, the Contractor fails to meet the agreed annual guaranteed production, he will pay commitment charges as indicated below:

Actual Production in % of Annual Minimum Guaranteed production	Penalty to be Deducted
From <100% to 85%	@10% of price per tonne charged on the difference of production from minimum guaranteed production of that production year.
From < 85% to 70%	Amount calculated in above penalty (for <100% to 85%) plus 20% of price per tonne charged on the difference of production from 85% of minimum guaranteed production of that production year
Less than 70%	Amount calculated in above penalty (for <85% to 70%) plus 30% of price per tonne charged on the difference of production from 70% of minimum guaranteed production of that production year

4.14.2 Payment of coal production during commercial production period will be made monthly. The rate applicable for the production achieved prior to commencement of 1st APP shall be the rate applicable for 1st APP. The interim adjustment for penalty will be done quarterly and the final adjustment will be made on the basis of coal production in that particular production year.

4.15 DGMS APPROVAL

4.15.1 All equipments/goods requiring permission under the law and to be supplied under the Contract must be approved by the Director General of Mines Safety (DGMS), Dhanbad, India for use in gassy coal mines. Approval has to be obtained by Contractor at his own expense.

4.15.2 DGMS approval for the deployment of the Continuous Miner Package (approved by DGMS) in the Underground mine for development and depillaring would be obtained by SECL with the help of Contractor. SECL would put up application and Contractor will provide all necessary assistance to SECL for obtaining DGMS approval.

4.15.3 Shipment of the equipment shall be made by Contractor, only after the approval of concerned equipment and Technology by DGMS has been obtained.

4.16 APPLICABLE LAWS

4.16.1 The contract shall be governed by the laws of India being in force for the time being. The Contractor shall be governed by any applicable National, Municipal, Local or other law and any requirement or regulations of any Indian Governmental Authority or Agency in connection with the performance of the work.

4.16.2 The Contractor shall observe all the safety rules and regulations as required under the statutory Acts of the Government of India including specially, Mine Safety Regulations of India. The Contractor shall be well acquainted with all such laws applicable in connection with the performance of the contract and diligently observe and comply with all such laws.

4.16.3 SECL shall have the right to object to an unsafe practice followed by the Contractor and direct that the work be carried out in a safe manner.

4.17 INSURANCE

4.17.1 The Contractor shall carry and keep current during the Term of this Agreement adequate insurance coverage for the Contractor's employees, the coal mining, handling & transportation facilities, the contracted facilities and equipment, Third Party Liability policies and Motor vehicle insurance covering own damage, Third Party Property damage and Third Party Personal Injury insurance to the satisfaction of SECL. The Contractor shall upon request of SECL, furnish SECL with particulars of the insurance policies procured by the Contractor for the purpose of the Works.

4.17.2 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 **Rs. 15 lakhs** 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 case the contractor fails to disburse the Ex- gratia amount of **₹ 15 Lakh** within the due date, the subsidiary company may make the payment to the eligible dependent of deceased contractors' workers in case of fatal mine accident, as certified by DGMS. However, such amount shall be recovered from the contractor from his dues either in same and/or other subsidiaries/CIL. 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 the workmen engaged in mining activities to assure such payment of **Rs 15 Lakh** in case of death in mine accident within 30 days. A proof to such effect shall be produced to the satisfaction of the management before commencement of the work. However the responsibility of payment of special relief/ ex-gratia amount shall lie exclusively with the contractor..

If the 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.

e. The contractor shall whenever required produce before Engineer-in-charge the policy or policies of insurance and receipt of payment of the current premium.

4.18 ACCESS TO SITE AND WORKS ON SITE

4.18.1 Suitable access to and possession of the site shall be accorded to Contractor by the owner in reasonable time.

4.18.2 In the execution of the works, no persons other than Contractor or his duly appointed representative and workmen, shall be allowed to do work on the site, except by the special permission, in writing of the engineer or his representative.

4.18.3 Contractor shall establish a site office at the site and keep posted an authorized representative for the purpose of the contract. Any written order or instruction of the engineer or his duly authorized representative shall be communicated to the said authorized resident representing Contractor and the same shall be deemed to have been communicated to Contractor at his legal address.

4.19 COMPLETION CERTIFICATE

On completion of the contract period and notifying the same by Contractor to the Engineer-in- Charge, the Contract Completion Certificate shall be issued by the Engineer-in-charge. Payment of final bill shall be made thereafter and refund of security deposit shall, however, be made as per relevant clause of the contract.

4.20 SPECIAL TERMS AND CONDITIONS / OBLIGATION OF CONTRACTOR

4.20.1 Contractor, before starting the work, shall furnish to the Engineer in charge the list of equipments, proposed to be deployed for the work. No equipments shall be deployed for the work without the approval of the Company.

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

4.20.3 Contractor shall at his own cost, arrange for regular checking/ maintenance/ repair of the equipment and keep them in good and safe condition at all times. Proper records of such checking/ maintenance/ repair shall be maintained in a Log Book kept for the purpose, which shall be readily available for inspection whenever required.

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

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

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

4.20.7 Contractor shall at his own cost arrange for all materials, stores, spares, tools, tackles etc. and maintenance/repairs of the equipments required/ deployed for the work. The company shall have no liability whatsoever on this account.

4.20.8 Contractor shall maintain proper records in English/ Hindi of the equipments/persons etc. deployed for the work, work done, daily attendance of the employee, payment to the employees etc. and the Company shall have the right of access to and inspection of these records or to call for any or all these records or ask Contractor to submit such reports as it considers necessary and Contractor shall be bound to comply with such instructions.

4.20.9 The Company shall have no responsibility/ liability whatsoever for compensation payment in case of accident / damage to Contractor's equipments in the transit or while engaged in the work.

4.20.10 Contractor shall familiarize himself and fully comply with the provisions of all the Acts/ Rules/ Regulations/ Bye-laws and orders of the Local authority/ Municipality/ State Govt./ Central Govt. applicable to the worker, Mines Act, Payment of Wages Act, Workmen's Compensation Act, etc. and shall be fully responsible and liable for due observance of the same. The company shall have no responsibility / liability whatsoever on these account and Contractor shall fully indemnify the Company against any claim/ dispute / reference Award, etc. arising out of the same.

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

4.20.12 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.

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

4.20.14 Contractors are to employ, to the extent possible (as per policy decision of the Company valid from time to time), local project affected people and pay wages not less than the wages fixed (notified and prevalent during execution of the work for mining activity) by the Company and guidelines incorporated at Clause 12 of GTC. CIL/ Subsidiary companies shall specify such rates in their bid.

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.

The minimum rates of wages showing the basic rates and variable dearness allowance payable w.e.f. 01.04.2023 will be as under:-

Sl No.	Categories	Rate of wages including VDA per day w.e.f.01.04.2023 (in Rs.)
1	Unskilled	787.00 + 255.00 = 1042.00
2	Semiskilled/Un-skilled Supervisory	817.00 + 265.00 = 1082.00
3	Skilled	847.00 + 275.00 = 1122.00

4	Highly Skilled	877.00 + 284.00 = 1161.00
---	----------------	---------------------------

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.

Categorization of contractor's workers into Unskilled, Semiskilled, Skilled and Highly Skilled shall be as per part-III of notification dated 20th May, 2009 by the Ministry of Labour & Employment, Govt. of India.

Where the existing rate of wages of any employee based on contract or agreement or otherwise are higher than the rates, the higher rates shall be protected and treated as the minimum rate of wages for the contractor workers.

V.D.A. shall be Nil as on 04.09.2018 and the revised rate of V.D.A. shall be paid over the consumer price index (CPI) of 286.00 (base 2001=100) from 1st April and 1st October in every year, as notified by Ministry of Labour & Employment, Govt. of India for the workers employed in scheduled employment for non-coal mines.

The attendance of all the employees / workers engaged by contractors is to be marked through Biometric Attendance System only. All concerned Area managements shall evolve enabling mechanism to ensure payment of wages as per the NIT conditions to the contractor's workers and also upload the details of payment made to the workmen in the CLIP portal.

In addition, the contractors are to provide benefits of Provident Fund for the workmen employed by him for the work as per the Laws prevailing under provision of CMPF and allied scheme valid from time to time and also submit statutory returns. Provisions of Coal Mines Pension (Amended) Scheme, 2018 and ensuring payment of HPC wages communicated by CIL from time to time shall strictly be complied with.

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/SECL.

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

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

4.20.17 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.

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

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

4.20.20 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. However, SECL shall provide their existing vocational training centre for undergoing the said training free of cost.

4.20.21 Contractor shall provide footwear, helmets and other protective equipments, to his employees as provided in law at his own cost.

4.20.22 Initial Medical Examination (IME) of all contractual mining workers is mandatory and an amount as per prevailing rate shall be charged towards conducting IME for each worker, which shall be recovered from the bills of Contractor.

4.20.23 Payment to Contractor will be done through Electronic mode. For this the desired information are to be furnished by the bidder after becoming successful.

4.20.24 The Contractor shall keep Company indemnified against all damages caused to any employee and / or property of company due to negligence of the Contractor and / or its men and agents.

4.20.25 Bonus is to be paid to the contract workers engaged by the contractors as per the provisions of payment of Bonus Act, 1965.

In addition, within a period of 30 days from the date of issuance of LOI / Work order in case the contract period is more than 30 days and within a period of 7 days in case the contract period is less than 30 days, the contractor will register in the Contract Labour Payment Management Portal (CLPMP) of CIL and will enter & periodically update the following details in the portal:

- a) The contractor registration details
- b) LOI/ Work Order details

The contractor will enter and update contractor workers details and wages payment details in respect of each work order.

4.20.26- 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.

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

4.21 VOCATIONAL TRAINING AND SAFETY REQUIREMENTS.

A. VOCATIONAL TRAINING

1. OBLIGATION ON THE PART OF CONTRACTOR.

- i. Contractor shall ensure Initial and the fresher 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 Mine5 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

- 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 the site of 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 201a,, 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 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 responsible for observance of safety 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- shilling 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 - SME 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, VTR 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 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 (he 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 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 pagged 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.

- xvi. Contractor shall ensure that working hours for his employees comply with relevant sections of Mines Act 952 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 time 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 suitable 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.
- 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 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
 - v. value excluding GST by dividing it with contract period in hours, as per LoA / Work Order.
 - vi. 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)~~ 4.14.1. The shortfall in quantity due to suspended work as mentioned above shall not be included in the quantity accounted for shortfall penalty.

SECTION-5

MINE PROFILE & GEO-MINING CONDITIONS

5.1 GENERAL INFORMATION

5.1.1 MINE/ PROJECT

Damni U/G Mine of ABD (Amlai Bangwar Damni) Sub Area, Sohagpur Area is a completed project. Date of completion is 31.03.2014. Initially, a Project Report was prepared and approved for a production capacity of 0.48 MTY in January 2000, considering semi-mechanized technology (SDL) with Bord & Pillar method of mining. EMP has been approved for a capacity of 0.48 MTY in Nov 2002. The mining operation (Production) has been started from 01.03.2008. The mine has been brought into revenue mine since 31.03.2014.

It has been decided to enhance the EC of Damni underground mine as there is potential and scope in mine to enhance production capacity by deploying a continuous miner package on hiring basis. Accordingly, mining plan has been suggested to enhance the approved capacity of 0.48 MTY to 0.72 MTY with a total Capital investment of 26.36 Crore, which has been approved by CoFD for Damni UG on 31.03.2023. Two Low Height Continuous Miner packages are proposed to enhance the production capacity by utilizing existing resources and infrastructures for liquidation of coal. Semi-mechanized technology SDL/LHD will be withdrawn subsequently.

There are two workable seams namely Seam-VIB and Seam-V at Damni UG mine. Both the seams are being developed by deploying SDL /LHD by bord and pillar method of underground mining.

5.1.2 MINE LOCATION

Damni underground mine is located approx. 10Kms.SW of Burhar town in the Western part of Sohagpur Coalfields in Shahdol district of Madhya Pradesh. The Block is bounded by Latitude N 23 08' 08" to N 23 09' 16" and Longitude E 81 26' 48" to E 81 28' 48" and covered in the survey of India Toposheet No.64E/8(R; 1:50000). The Block covers an area of 473 sq. Km. The State Highway No.14 passes 10 Km due NE of the block area. The Damni block can be approached from this road by an all-weather feeder road. The nearest rail station is Burhar on the Bilaspur-Katni section of SE Railway. It is located at a distance of about 11 Km due NE of the block area.

5.1.3 ACCESSIBILITY

Nearest Airport – Raipur Airport

Nearest Railway Station – Burhar Railway station

Approach By Road - State Highway No.14 passes 10 Km due NE of the block area.

Nearest Seaport – Visakhapatnam

5.1.4 COMMUNICATION

The area is well connected by road Shahdol-Amarkantak State Highway No.14 passes 10 Km due NE of the block. The block can be approached from this road by an all- weather feeder road. There are a few fair-weather roads within the block which provide accessibility to different parts of the area. The nearest rail station is Burhar Railway Station, on the Bilaspur- Katni section of SE Railway. It is located at a distance of about 11 Km due NE of the block.

5.1.5 MINING BLOCK

Mine is located in Damni Block and Khairaha Block with total area of 473.00 Ha.

5.1.6 LAND ACQUISITION STATUS

S.N.	PURPOSE OF ACQUISITION	LAND PROVISION (IN HA.)	ACQUIRED AREA (IN HA.)
------	------------------------	-------------------------	------------------------

1.	INFRASTRUCTURE	16.00	10.343
2.	MINING	328.00	327.862

5.1.7 CLIMATE

The Area experiences humid tropical climate. During the summer months the temperature normally ranges from 30 to 46 °C, while in winter it falls to about 5°C at night. The annual average precipitation is about 1200 mm and major part of it occurs during the period from June to September.

5.1.8 TYOPOGRAPHY AND DRAINAGE

The Damni Block has a gentle rolling topography with a general slope towards North- east direction. The variation in surface elevations, excluding nala cuttings, is from 488 m to 504 m above MSL. The area is situated in the drain Valley of Son River.

There is prominent drainage pattern development in the block. Baisaha and Jamunia nallah delineating the Eastern and Northern boundaries of the block along with off shoots drain the area and lineally discharge the water in the river “Son” near village Nabalpur about 16 Km North of Damni Block.

5.2 GEOLOGY

5.2.1 GEOLOGICAL BOUNDRY OF THE MINE

The Geological block boundary is defined as follows: -

In the North -Fault F7-F7 and part of fault F7-F7 and Jamunia Nallah

In the South -Part of road from Burhar to Hardi and an arbitrary line Passing 200m west of Borehole No. CMSBR-263 and 200m South of Borehole No.-265 and 257

In the East -Baisaha Nallah & West Karkati Block

In the West -Sarpha nallah

5.2.2 DRILLING DETAILS

Total Area -4.54 sq. km

Number of Bore Holes -45 Nos

Average borehole Density-9.91 Borehole/ sq. km

5.2.3 GEOLOGY OF COAL FIELD

Regional setting:-

The Sohagpur Coalfield can be broadly divided into two parts i.e. the North and South Sohagpur, along the E-W trending intra basinal ahmni-Chilpi fault. The North Sohagpur represents the down thrown block of the Sohagpur

basin where coal measures are surmised to occur at depth, under a thick cover of younger Upper Triassic sediments termed as Supra-Barakars.

The coal horizons in South Sohagpur are either exposed or occur under a thin cover of younger sediments; except in the South-West where it is overlain by a thick Lameta Formation and Traps. In South Sohagpur, three sub basins namely Jhagrakhand, Jamuna-Kotma & Amlai-Burhar, from east to west, have been recognised. Sohagpur Coalfield has been a traditional source of superior quality, low rank, high volatile coals. Such coals have been under active exploitation in the entire tract in South Sohagpur.

Local setting:-

Damni Block is located in Amlai-Burhar sub-basin of South Sohagpur Coalfield. The sub-basin extends from Bairihia village (81°43'44" & 23°17'25") in the east to perhaps below the infra trapean Lameta Formation and the Deccan Trap in the West.

The Amlai-Burhar sub-basin preserves about 300m of Barakar strata. Of this, the basal 160-200m of Barakar formation is devoid of workable coal seams. It contains 9 correctable coal horizons of which only six have attained workable thickness in one or the other part of the area. The Barakar strata in the deeper part of the sub-basin is covered by younger sediments. Lameta Formation occurs as thin capping, both over Barakar and Supra Barakar.

The strata of Amlai-Burhar sub-basin exhibit a centripetal dip varying from sub-horizontal to around four degrees. The prominent structural features is the presence of a set of faults and dolerite dyke aligned in E-W direction in between Bikram block & Burhar mine on to the north and Chachai-Dhanpuri OC- Bangwar-Karkati block to the south.

The area is mainly covered by rocks of Barakar Formation under 1m to 18m thick blanket of soil and alluvium. Rock exposures are largely confined to nallah sections. Supra Barakar have been found to occur in the Northern part of the area over Seam-IX. Lameta occurs as thin capping over Barakar and Supra-Barakar in isolated patches. The stratigraphic sequence of the block, established from surface and sub- surface data is given below.

Stratigraphic succession, Damni Block

Age	Formation	Litho logy
Recent/Sub-Recent		Soil & Alluvium (1 to 18 m) ^^^^^^^^^^Unconformity^^^^^^^^^^
Eocene Cretaceous		Deccan Trap Dolerite dykes & sills Upper ^^^^^^^^^^Unconformity^^^^^^^^^^
Upper Cretaceous to 25m)	Lameta	Calcareous sandstones and nodular limestone (Up to 25m) ^^^^^^^^^^Unconformity^^^^^^^^^^
Upper Triassic		Supra Barakars Pink & buff coloured sandstone and variegated. shales. (Up to 23m)
Lower Permian	Barakar	Greyish white coarse-grained sandstone with a few coal seams, carb. shale and shale bands.

The strata being soft, the depth of weathering extends as much as 29 m below the surface. The general depth range of detrital cover is about 15 to 20 m.

5.2.4 GEOLOGY OF THE MINING BLOCK

In the North - Fault F7-F7 and part of fault F7-F7 and Jamunia Nallah

In the South - Part of road from Burhar to Hardi and an arbitrary line Passing 200m west of Borehole No. CMSBR-263 and 200m South of Borehole No.-265 and 257

In the East - Baisaha Nallah & West Karkati Block

In the West - Sarpha nallah

5.2.4.1 Dip and Strike

General Dip Direction - North 20-degree West

General Strike - North 70-degree East

5.2.4.2 Incorp/ Outcrop of the coal seam

Shown in geological plan.

5.2.4.3 Coal Seam

SEAM	Depth Range of Seam (m)	General Thickness Range (m)	Grade (old)	Presently Declared Grade (GCV)
SEAM-VI Bottom	18-51	1.80 – 3.50M	Av. Grade- C	G9
SEAM-V	39-70	1.20 – 2.50M	Av. Grade- C	G9

5.2.4.4 Faults

Sl. No.	Fault / No.	Extent of Fault	Trend	Throw Direction	Throw Amount	Evidence
1	F1-F1	Running between E-W boreholes CMSBR-188 & CMSBR-283, Extending up to eastern and western boundaries.	E-W	Southerly	5m	Difference in the level of floor of seams intersected in borehole CMKH-24 & CMSBR-188 on the up throw side & borehole CMSBR-283,189 & CMKH-73 in down throw side
2	F2-F2	Originating from south of borehole No. CMSBR-259 and, Extending up to eastern block boundaries	NE-SW	South-easterly	0-4m	Difference in the level of floor of seams intersected in borehole CMSBR-259 in the up-throw side and borehole CMSBR-277 & CMSBR-195 in down throw side

3	F3-F3	Running between boreholes CMSBR- 268 & CMSBR- 219, extending beyond eastern and southern block boundaries	N35° W- S35° W	South-easterly	15-22m	Difference in the level of floor of seams intersected in borehole CMSBR- 268,276 in the up-throw side and borehole CMSBR-267 & 219 in the down throw side
4	F4-F4	Running north of boreholes CMSBR- 256	S45°W	Southerly	0-3m	Difference of floor level between CMSBR-268 and CMSBR-256
5	F5-F5	Running between boreholes CMSBR- 273 & CMSBR-252	N45° E- S55° W	Southerly	0-5m	Difference of floor level between CMSBR-273 and CMSBR-252
6	F6-F6	Running between boreholes CMSBR- 252 & CMSBR-272	N50° E- S50° W	Southerly	0-12m	Difference of floor level between boreholes CMSBR-252,272 and MPK-005
7	F7-F7	Running between boreholes CMKH- 10,39A,73 and CMKA-76 & 64	E-W	Southerly	0-10m	Difference of floor level between boreholes CMKH-39A and CMKH-64
8	F8-F8	Running between boreholes CMKH- 26 & CMKH-38	E-W	Northerly	0-12m	Difference of floor level between boreholes CMKH-26 and CMKH- 38

5.2.4.5 Other Geological Disturbance

Neither any exposure of Igneous Intrusive have been observed in the area nor encountered in the boreholes except borehole No. CMKH-36, where dyke has been encountered at various depths starting from 18.10m drilled within the block. However, presence of some other minor Igneous Intrusive bodies within the block cannot be ruled out.

5.2.4.6 Immediate roof and floor of coal seam (s)

Coal Seam	Roof	Floor
Seam VI Bottom	In general roof of the seam consists of sale/sandy sale and sandstone (medium to coarse & very coarse grained)	The floor is of Sandy shale and sandstone (medium to coarse & very coarse grained) and shale in patches.

Seam V	The immediate roof of the seam is mostly of sandstone (coarse to very coarse grained, coarse grained & fine to medium grained) except in two small pockets in the south-western part around borehole CMSBR-276 and in the north-eastern part around borehole CMSBR-280 are of sandy shale, in northern part around borehole CMSBR-188 it is carb. Shale around CMSBR-156 it is shale and carb. sandy shale in two patches, one in northern part around CMSBR-283 and other around boreholes CMSBR-190 & 191. However, the roof is in general consists of sandstone of varying grain size.	The floor of the seam predominantly consists of shale and sandy shale with carb. Shale patches, one in southern side around CMSBR-266 & another in the north-western part around CMSBR-189 & 190. However, at four isolated small patches in central north-eastern and northern part around CMSBR-262,268,269 and CMSBR-256, sandstone (fine grained) has been found. In general floor consists of sandy shale.
--------	---	---

5.2.4.7 Physico- Mechanical properties

	Floor of Seam V (C to VC S. St.)	Seam – V	S. Stone (MCG)	Seam VIB	S. Stone (C to VC S. St.)
Density	2.03	1.45	2.09	1.4	1.99
Compressive strength	96.31 kg/cm ²	305.20 kg/cm ²	161.29 kg/cm ²	295.72 kg/cm ²	79.34 kg/cm ²
Tensile Strength	6.93 kg/cm ²	30.70kg/cm ²	9.81kg/cm ²	30.49kg/cm ²	3.28 kg/cm ²
Shear Strength	8.61 kg/cm ²		17.73kg/cm ²		11.3 kg/cm ²
Young's Modulus	6.00 GPa	3.00 GPa	6.00 GPa	3.00 GPa	6.00 GPa
RMR	46.96	NA	47.58	NA	46.81
Bed wise detail of roof rock properties					
Type	C to VC S. St.	Coal	MCG S. St.	Coal	C to VC S. St.
Average Thickness	37.75 m	2.75m	20.02m	2.30m	0.85m
Compressive Strength	96.31kg/cm ²	305.20kg/cm ²	161.29kg/cm ²	295.72kg/cm ²	79.34 kg/cm ²
RQD	39%	NA	52%	NA	42%
AVG Core length	29.932 cm	NA	27.214cm	NA	25.651 cm
CAVING INDEX	1971	NA	1989	NA	1974

5.2.4.8 Gassiness of coal seam(s)

Damni UG Mine has been declared as Degree-I gassy mines.

5.2.4.9 Incubation period of coal seam(s)

Incubation period of the coal seams (Crossing Point Temperature /Ignition Point Temperature) has not been assessed till date.

The incubation period for seam V is 10 to 11 months and that of seam VIB is 8 to 9 months based on neighboring mine (Khairaha UG Mine)

5.3 RESERVE OF COAL

5.3.1 Geological Reserve

Out of the two-coal seam i.e. VIB and V, both have attained the workable thickness. Within Damni Geological block, the net in-situ geological reserves of the two potential coal seams i.e. VIB and V have been summarized in tabular form below. The total 'net' proved coal geological reserves of grade B, C, D and E (having seam thickness more than 1.5m) available for underground exploitation have been assessed at 27.769 MT. The share of Seam-VIB and Seam-V in the total reserves are 15.522 MT & 12.247 MT respectively.

Out of the total reserves of 27.769 MT, The Extractable Reserves (of grade B, C and D only) is 12.35 Mt. The balance reserves of 15.419 Mt is blocked under villages, ponds, nallah, roads and statutory barriers.

Seam	Grade				Total
	B	C	D	E	
VI Bottom	0.274	5.449	8.611	1.188	15.522
V	0.004	0.801	7.336	4.106	12.247
Total	0.278	6.250	15.947	5.294	27.769

5.3.2 Mineable Reserve

Seam	General Thickness Range (m)	Grade (GCV)	Reserve as on 01.04.2023			Reserve as on 01.04.2024		
			Development Reserve (MT)	Depillaring Reserve (MT)	Total (MT)	Development Reserve (MT)	Depillaring Reserve (MT)	Total (MT)
VI- Bottom	1.80 – 3.50	G9	1.60	3.10	4.70	1.48	2.915	4.395
V	1.50 – 2.50	G9	0.37	1.93	2.30	0.37	1.93	2.30
Total			1.97	5.03	7.00	1.85	4.845	6.695

Total Mineable coal reserve as on 01/04/2023 is 7.00 MT. Projected coal Production from LHD district (Seam-VI Bottom) in one year (FY 2023-24) shall be 0.305 MT and balance reserve (7.00 MT – 0.305 MT = 6.695 MT) will be extracted by deploying of two sets of Low height CM from seam VI B and seam V.

5.3.3 Water regime

5.3.3.1 HYDROLOGY:

The area is characterized by a tropical climate. The average annual rainfall in the area was reported as 1298 mm. Two perennial nallah i.e. Baisaha Nallah and Sarpha Nallah are flowing along the eastern and western boundary and a third one namely Jamunia nallah is flowing in the mid of the mine block towards the north.

5.3.3.2 HYDROGEOLOGY:

Damni UG Mine is situated in two blocks i.e. Damni & Khairaha block. To get the idea about Ground water movement in the block, water levels in two adjacent villages i.e. DAMNI and Khanna, situated at the up dip and down dip sides of the Damni & DAMNI block respectively, were measured. Along with them, the water level of the Damni & Khairaha Block was also measured. The observed water levels are furnished below.

Groundwater levels of Damni UG

Village name	Well location	Well Type	Water Level (m)	
			Post monsoon	Pre monsoon
DAMNI	Up dip side of the block	Dug Well	2.80	Dry (>14.30 m)
Khannat	Down dip side of the block	Dug Well	2.30	Dry (>7.0 m)

The present water discharge from the mine is 3000 GPM, which indicate that Damni UG is normal watery mine.

5.4 PRESENT MINE STATUS**5.4.1 Mine Entries**

The Table below shows the details of the inclines.

S.No.	Shaft / Incline	Purpose	Dimension (width, height gradient & length)
1.	Incline No.1	Travelling roadway with Material transport, Main Intake	4.8m x 2.8m, 1 in 4.5, Total length-301m.
2.	Incline No.2	Coal transport, Main Intake airway	4.8m x 2.8m, 1 in 4.5, Total length-301m.
3	Air shaft	Main Return airway	Dia. 5M, Depth – 39M

5.4.2 Mining Method

The mine is presently working Burhar VI Bottom and V seam. These seams are being developed by mechanized bord and pillar method with LHD's loading into belt conveyors. At present development & depillaring working both are in progress in VI Bottom seam, producing 650 TPD with 04 Nos. LHD, deploying 797 U/g manpower and 41 Surface manpower totaling to 838 on roll. Most of the Eastern and Western part of mine is developed and standing on pillars, Southern part of the mine is virgin, Low-height CM is proposed for Virgin area and for developed Pillars beneath the acquired land. Total 327.862 Ha. land was notified as per approved scheme, out of this land compensation prepared for 261.732 Ha. land, consisting of 218.827 Ha private land, for which 270 Nos. of employment has been approved by CoFD, SECL.

5.4.3 Status of Mining (Seam wise)**Development of VI Bottom & V Seam**

All the two seams are developed in East and West off main dip galleries with following geometry-

The pillar size is considered in seam VI Bottom as (21m x 21.0m) center to center and width of each gallery is 4.2m to 4.4m.

The pillar size is considered in seam V as (21m x 21.0 m) center to Centre and width of each gallery is 4.2m to 4.4m.

The North part of all the two seams is largely overlain by series of faults F8-F8 and F9-F9 & its various sympathetic faults and sudden frequent occurrence of water with mud.

The South part of all the two seams is largely overlain by series of faults F5-F5 and F6-F6 & its various sympathetic faults and sudden frequent occurrence of water with mud.

Efforts were made to develop this area/patch in all two seams, but presence of above disturbances interrupted the development.

5.4.4 Power Supply and Distribution

Source of Power Supply and Voltage

A 33KV feeder, length 32 Km has been drawn from MPEB Chachai and alternate power source from Hardi Feeder of 33KV of 15 km length. 1 Nos. Transformers of 2 MVA and 1 Nos. station transformer of 50 KVA are presently installed at the main surface substation.

5.4.5 Coal Handling Plant

Small coal handling arrangement having two surface bunkers at surface near incline mouth is being used for storage of produced coal. The produced coal is dispatched to the various customers through Burhar Railway siding about 14.5 km from mine site.

The scope of work in coal handling arrangement is given below:

- (i) Receipt of ROM coal from UG by trunk belt conveyor
- (ii) Storage of coal in hoppers
- (iii) Loading of trucks below hoppers
- (iv) Weighment of trucks
- (v) Dust suppression & fire fighting
- (vi) Power supply & illumination
- (vii) Associated civil & structural works

Coal Flow: ROM coal from UG is conveyed to 4x150 Te. capacity overhead steel bunkers/hoppers installed at surface. The Trucks (hired) are loaded below bunker/hoppers and transported to stock yard/siding.

Storage: The total self-flowing bunkering on surface is about 600 Te. An additional strata bunker needs to be made underground by SECL, for which the provision has been already in scheme under the capital expenditure. In case of emergency, when the bunkers are full and there is no takeoff, hired trucks loaded below bunker and emptied at the ground stock yard provided near incline mouth and finally the stock yard is liquidated as and when required with the help of pay loader.

5.4.6 Civil Amenities for Mining

The existing infrastructures available in the mine. Manager office, Lamp room, haulage engine house, CDS, survey room, E&M office, time office building, canteen etc. are available.

Service Buildings:

The required essential service buildings are existing and there is no need of new or other buildings.

Road & Culverts

Most of roads & culverts are existing. Water Supply & Sewerage, Sufficient facility has already been provided & no additional is required.

Workshop

The main equipment/machine used in mine are CMs, Belt Conveyors, and Pumps etc. The existing workshop of mine is sufficient, and it is being utilized for repairing and maintenance of the equipment used in mine.

5.4.7 Location of Panel offered – (Attached as Plate-13 & Plate-14)

SECTION-6

TENDER DRAWINGS

LIST OF DRAWINGS:

Sl. No.	Description	Plate No.
1.	Location Plan	Plate - 1
2.	Geological Plan seam V	Plate - 2
3.	Geological Plan seam VIB	Plate - 3
4.	Surface Plan	Plate - 4
5.	Litho logs of Representative Boreholes	Plate - 5
6.	Floor Contour plan of the seam V	Plate - 6
7.	Floor Contour plan of the seam VIB	Plate - 7
8.	Seam Folio Plan of the seam V	Plate - 8
9.	Seam Folio Plan of the seam VIB	Plate - 9
10.	Schematic diagram for Power Supply & Distribution (Top seam)	Plate - 10
11.	Schematic diagram for Power Supply & Distribution (Bottom seam)	Plate - 11
12.	Schematic diagram for Power Supply & Distribution (surface)	Plate - 12
13.	Key Plan-Location of Panel Seam-V	Plate - 13
14.	Key Plan-Location of Panel Seam-VIB	Plate - 14

SECTION-7

7. SCOPE OF WORK, TIME SCHEDULE AND FORM OF PRICE BID

7.1 SCOPE OF WORK

The scope of work shall include all the obligations covered in the various parts of the Tender document such as NIT, Instruction to Bidders, and Conditions of contract. The scope of work shall also include the following:

- 7.1.1 The successful bidder is to deploy, operate and maintain the Continuous Miner Package at Damni UG Project of Sohagpur Area of SECL to produce the minimum guaranteed production of coal as given below against each production year & transport coal from face up to Gate belt.

The successful bidder is required to commence coal production within 18 months from the date of issuance of Letter of Acceptance.

1st Production Year	- 0.72 MT
2nd Production Year	- 0.72 MT
3rd Production Year	- 0.72 MT
4th Production Year	- 0.72 MT
5th Production Year	-0.72 MT
6th Production Year	-0.72 MT
7th Production Year	-0.72 MT
8th Production Year	-0.72 MT
9th Production Year	- 0.72 MT

- 7.1.2 The successful bidder shall get conducted scientific study for obtaining DGMS permission for deployment of Continuous Miner Package in the above mine and strata monitoring required by DGMS.
- 7.1.3 The successful bidder shall design, engineer, finance, procure, install, operate and maintain the entire Continuous Miner Package to ensure extraction of coal of pre-determined quality for the specified duration for SECL.
- 7.1.4 The successful bidder shall deploy only **new** and proven model of equipments. The successful bidder shall procure all kinds of spares and consumables required to operate the Continuous Miner Package during the contract period and also materials required for supporting the roof.
- 7.1.5 Approval of equipment: For equipment and machinery and goods to be supplied under the contract which require permission by Director General of Mines Safety (DGMS), Dhanbad, India for use in coal mines, such required permission and approvals shall be obtained by the successful bidder at his own cost. Any addition /alteration suggested by DGMS while approving the equipment, to be undertaken by the successful bidder and cost of such addition / alteration on the equipment shall be borne by him.
- 7.1.6 The successful bidder should ensure for the maximum recovery of coal without violating any provisions of Coal Mine related Acts and Laws and safety.
- 7.1.7 The successful bidder shall plan, design and develop the panel and face. The successful bidder shall prepare Annual operation Plan incorporating month-wise coal production. Implementation of the above operational plan shall be implemented only after approval of SECL. Any change in Annual Operational Plan, during course of implementation, shall be effected only with approval of SECL.
- 7.1.8 The successful bidder shall procure, install and maintain of all the facilities required. This will include face communication, support, lighting, pumping, loading and transport of coal up to Gate belt conveyor, power supply, water, support material, ventilation at the face as per clause 7.2.6 and environment monitoring in the district.

- 7.1.9 Pumping water from the active working faces to the nearest sump would be the responsibility of the Successful bidder. Auxiliary ventilation at the working faces would be the responsibility of the Successful bidder.
- 7.1.10 All activities related to production shall be the responsibility of the successful bidder.
- 7.1.11 The successful bidder shall support the roof suitable in accordance with approved SSR under Coal mines Regulation 2017.
- 7.1.12 The successful bidder shall arrange 100% financing of proposed work.

7.2 OBLIGATIONS OF OWNER

During the Contract period, SECL would provide the following facilities.

- 7.2.1 SECL shall make the Mine Site available to the Successful bidder and shall carry out the Management of the mine as per all statutes and laws, including but not limited to Coal Mines Act, Regulations, Rules, and other statutes and laws applicable to coal mines in India. In particular the responsibility for environmental matters of any nature whatsoever is with SECL and SECL will indemnify the Successful bidder and will hold the Successful bidder harmless with regard to all costs, damages and liabilities arising in connection with environmental pollution & subsidence.
- 7.2.2 SECL will provide Gate & Trunk transport and surface handling of coal produced. Out by coal clearance shall be ensured at an average rate of 400 tonnes per hour.
- 7.2.3 SECL will provide electrical power on chargeable basis at a single point at 3.3 kV / 50 Hz in the district at the Load centre/ Transwitch of the contractor through separate meter. Distribution of power within the district and supply of required transwitch unit, switchgears, cables, cable couplers etc shall be the Contractor's responsibility. A schematic layout diagram for power supply, including likely power consumption and proposed earthing system equipment wise shall be furnished by the Contractor. SECL shall also provide power at 440 V/220 V on surface as per requirement on chargeable basis. The cost of electricity on actual as per prevailing rate shall be deducted from the monthly running bill of the Contractor.

The present rate of electricity is Rs. 6.40 per KWH (Energy Cost) and Rs. 500.00 per KVA/month (Demand Charge).
- 7.2.4 SECL shall provide water of required quantity near Continuous Miner Package (Feeder Breaker). Conveying and providing water at required pressure to the machines and pumping out water from the face to the district sump shall be responsibility of Contractor. Pumping out of the water from the district sump to surface shall be the responsibility of SECL.
- 7.2.5 Contractor shall make appropriate arrangement for proper storage of consumables, spares and assemblies etc. SECL shall provide suitable space to Contractor for construction of the store during the contract period only.
- 7.2.6 SECL will provide Ventilation, communication system and lighting in the panel. Pumping out of the water from the mine sump to surface shall be the responsibility of SECL.
- 7.2.7 SECL will provide the existing available workshop facilities for carrying out repair & maintenance of Contractor's equipment. Provision of any additional workshop machinery specifically required for repair and maintenance of Contractor's equipment shall be the sole responsibility of Contractor.
- 7.2.8 SECL shall provide suitable accommodation on chargeable basis, if available, for use by Contractor. However, SECL shall provide sufficient land for construction (at the cost of Contractor) of temporary accommodations for Contractor's personnel.

- 7.2.9 SECL shall provide local medical facility on chargeable basis as per the prevailing standard norms of SECL for personnel of non-entitled class.
- 7.2.10 SECL shall provide manpower for statutory supervision of various faces operations and monitoring of support being carried out by the Contractor.

PRE CONTRACT INTEGRITY PACT**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of 20....., between, on one hand, Coal India Limited/Subsidiary Cos. acting through Shri Designation of the officer, (hereinafter called the "BUYER / Principal", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. represented by Shri....., Chief Executive Officer (hereinafter called the "BIDDER/Seller/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure..... (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Central Public Sector Unit.

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. Principal will exclude from the process all known prejudiced persons.

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

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

(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer,

promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain inexchangeany advantage of any kind whatsoever during the tender process or during the execution of thecontract.

- b. The Bidder(s) / Contractor(s) will not enter with other Bidders info any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c. The Bidder(s) / Contractor(s) will notcommitany offence under the relevant IPC/ PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes ofcompetitionor 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 transmittedelectronically.
 - d. The Bidder(s) / Contractor(s) will notcommitany offence under the relevant IPC/ PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes ofcompetitionor 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 transmittedelectronically.
 - e. The Bidder(s) / Contractors(s) offoreignorigin shall disclose the name and address oftheAgents/ 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 AgentsofForeignSuppliers" shall be disclosed by the Bidder(s) / Contractor(s).Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only. *The guidelines andtermsand conditions for Indian agents of ForeignsuppliersshallbeaspertheprovisionsatAnnexure-1ofthisdocument.*
 - f. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any andall payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - g. 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 thematter.
1. The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to suchoffences

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 toputhisreliabilityorcredibilityintoquestion,thePrincipalisalsoentitledtoexcludethe 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, thepositionof the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusionwillbe imposed for a minimum of 6 months and maximum of 3years.
- (2) A transgression is considered to have occurred if thePrincipal, after due considerationofavailable facts and evidences within his / her knowledge concludes that there is a reasonable ground to suspect violation of any commitment listed under Section 2 i.e " Commitments of Bidder(s) /Contractor(s).

- (3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (4) If the Bidder / Contractor / Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely."

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 -Previous transgression

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

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

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

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

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

Section 8-Independent External Monitor

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

conflict of interest arising at a later date, the IEM shall inform Chairman, Coal India Limited / CMD, Subsidiary Companies and recuse himself / herself from that case.

- (5) 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.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairman, Coal India Limited / CMD, Subsidiary Companies within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman, Coal India Limited / CMD, Subsidiary Companies, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman, Coal India Limited / CMD, Subsidiary Companies has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

Section 9- Pact Duration

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

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

Section 10 - Other provisions

- (1)) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (2) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (4) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

Section 11- Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Section 12- Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

Section 13 - Other Legal Actions.

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

(For & On behalf of the Principal)
Contractor)

(For & On behalf of Bidder/

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Guidelines for Indian Agents for Foreign supplier

Annexure of Pre Contract 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 exceeding 5% of FOB) of FOB value of the contract to Indian Agent. This certificate forms a part of letter of credit.

4. The payment of Indian Agency Commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency commission if any, payable shall have to be mentioned in the offer by the foreign manufacturer.

The following documents shall be submitted by the bidder in case of contract with foreign principals involving Indian agents:

- i. Foreign principal's pro-forma invoice or any other authentic document indicating the commission payable to the Indian agent, nature of after sales service to be rendered by the Indian Agent and the precise relationship between the Principal and the Agent and their mutual interest
- ii. Copy of the agency agreement if any with the foreign principal stating the precise relationship between them and their mutual interest in the business.

However, if all the details given in Para – (i) are complied with, the requirement of submission of document mentioned at Para – (ii) may be waived.

5. Agency commission, if any, shall be paid in equivalent Indian Rupees.

**PROFORMA FOR CONTRACTOR'S BID AND ACCEPTANCE OF BID CONDITIONS
(To be uploaded by the Bidder on his letter head during submission of bid online)**

To :
The General Manager, CMC
Bilaspur

Sub : Letter of BID for the Work _____

Reference: **1. NIT No.:** **dated**
 2. Tender Id No:

Dear Sir,

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

I /We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the bid conditions and bid documents in its entirety for the above work and agree to abide by and 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 South Eastern Coalfields Ltd (SECL).

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 South Eastern Coalfields Ltd.

Should this bid be accepted, we agree to furnish Performance Security within 21 days of issue of letter of acceptance and to commence coal production within 18 months of issue of letter of acceptance. In case of our failure to abide by the said provision CIL/Subsidiary shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period 24 months.

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

FORMAT OF UNDERTAKING

We solemnly declare that:

1. I/We am/are submitting Bid for the work against Tender id No. *(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 fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.
3. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
4. I/ We hereby authorize department to seek references / clarifications from our Bankers.
5. We hereby undertake that we shall register and obtain license from the Competent Authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
6. I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time.
7. I/We do not have relationship with any other participating Bidders, directly or through common third parties, that puts us in a position to have access to information about or influence on the bid of another Bidder, or
8. I/We or any of my/our affiliate has/have not participated as consultant in the preparation of the design or technical specification of the contract that is the subject of the bid.
9. Bid Security Declaration: If I/we withdraw or modify our bid during the period of validity, or if I/we are awarded the contract and I/we fail to sign the contract, or to submit a performance security before the deadline or any other default which attracts forfeiture of EMD (as prescribed in the existing manuals) as defined in the request for bids document, I/we will be banned for two years from being eligible to submit Bids in CIL and its subsidiaries. *(Applicable for tenders to be invited upto 31.12.2021)*

10. Certificate regarding compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries - I/we have read the Clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries; I/we certify that I am/ we are not from such a country or, if from such a country, has/have been registered with the Competent Authority and will not sub-contract any work to a Contractor from such countries unless such Contractor is registered with the Competent Authority. I hereby certify that I/we fulfil all requirements in this regard and I am/ we are eligible to be considered.
(Where applicable, evidence of Competent Authority shall be attached.)
11. We hereby confirm that we shall deploy matching equipment, dumpers, tippers etc. of required capacity as per NIT either owned or through hiring.
12. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues and banning of our firm and all partners of the firm etc as per the tender document.

Note: Tender specific or for a particular category of tender, relevant Clauses may be added/modified/substituted while framing the standard NIT

PROFORMA OF JOINT VENTURE AGREEMENT

(On Non-Judicial Stamp paper of appropriate value as per provision of the Stamp Act applicable in the concerned state)

This Joint Venture /Consortium agreement is made on this day of.....

AMONGST/BETWEEN

M/s....., having its registered Office at
Represented by Shri.....(Name and Designation) of M/s.....Who has power of Attorney to enter into Joint Venture with..... and Sign all documents/agreements on behalf of M/s.....(hereinafter referred to as".....")

AND

M/s....., having its registered Office at
Represented by Shri.....(Name and Designation) of M/s..... who has power of Attorney to enter into Joint Venture with..... and Sign all documents/agreements on behalf of M/s.....(hereinafter referred to as".....").

AND

M/s....., having its registered Office at
Represented by Shri.....(Name and Designation)of M/s..... who has power of Attorney to enter into Joint Venture with... .. and Sign all documents/ agreements on behalf of M/s.....(hereinafter referred to as".....").

The expressions M/s and M/s.....and M/sshall, wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as "Joint Venture /Parties" and individually as "Joint Venture Partner/Party".

WHEREAS M/s.....and M/s agreed to form a Joint Venture in order to join their forces to obtain best results from the combinations of their individual resources of technical and management skill, finance and equipment for the benefit of the project and in order to submit the Bid for the work of "....."

.....
(Hereinafter referred to as "Project") under (Name of Company(hereinafter referred to as "the principle Employer").

The Parties hereby enter into this Joint Venture Agreement (hereinafter referred to as "Joint Venture Agreement") to jointly prepare and submit the Bid for the Project and in the event of securing the Project from the Employer, to execute the Project in accordance with the Contract terms and conditions, to the satisfaction of the Principal Employer.

NOW THEREFORE, the parties, in consideration of the mutual premises contained herein, agree as follows:

1) FORMATION AND TERMINATION OF THE JOINT VENTURE

The parties under this Agreement have decided to form a Joint Venture to submit the Bid for the above Project and execute the Contract with the Principal Employer for the Project, if qualified and awarded.

- a) The name and style of the Joint Venture shall be "....."
(hereinafter called the "Joint Venture")
- b) The Head Office of the Joint Venture shall be located at and the site office will be located at the site of the Project. All communication regarding the project will be made to..... Telephone Nos.....
- c) Neither of the parties of the Joint Venture shall be allowed to sign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture to any party including the existing partner of the Joint Venture.
- d) The term of the Joint Venture shall begin as on the date first set forth above and shall terminate on the earliest of the following dates.
 - i) The Joint Venture fails to obtain qualification from the Employer.
 - ii) The Contract for the Project is not awarded to the Joint Venture.
 - iii) The Employer cancels the Project
 - iv) The Project is completed including defects liability period to the satisfaction of the Employer and all the parties complete any and all duties, liabilities and responsibilities under or in connection with the Contract and the Joint Venture Agreement.

2) **LEAD PARTNER.**

M/s..... shall be the Lead Partner of the Joint Venture and is In-charge for performing the contract management. M/s..... shall be attorney of the parties duly authorized to incur liabilities and receive instructions for and on behalf of any and all partners in the Joint Venture and also all the partners of the Joint Venture shall be jointly and severally liable during the bidding process and for the execution of the contract as per contract terms with the employer in accordance with the power of attorney annexed. All Joint Venture partners M/s.....M/s.....& M/s..... nominate and authorize Shri..... (name and designation) of M/s..... to sign all letters, correspondence, papers & certificates and to submit the Pre-qualification Application / Bid documents for and on behalf of the Joint Venture.

3) **REPRESENTATIVE OF THE PARTNERS OF THE JOINT VENTURE**

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

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

4) PARTICIPATION SHARE & WORK RESPONSIBILITIES.

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

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

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

4.3 The parties shall jointly execute the works under the Project as an integrated entity and allocate responsibilities as regards division of work between themselves by organizing the adequate resources for successful completion of the Project. However all parties shall remain jointly and severally responsible for the satisfactory execution of the Project in accordance with the Contract terms and conditions.

5) JOINT AND SEVERAL LIABILITIES.

All partner of Joint Venture shall be liable jointly and severally during the Pre-qualification and Bidding process; and in the event the contract is awarded, during the execution of the Contract, in accordance with Contract terms.

6) WORKING CAPITAL

During the execution of work/ service, the requirement of Working Capital shall be met individually or collectively by the JV Partners.

7) BID SECURITY:

Bid Security, Performance Security and other securities shall be paid by the Joint Venture except as otherwise agreed.

8) PERSONNEL & EQUIPMENT

Team of Managers / Engineers of all the partners of the Joint Venture will form part of the core management structure and assist in execution of the project. The list of Personnel and equipment proposed to be engaged for the project by each Party will be decided by the management committee.

9) NON PERFORMANCE OF RESPONSIBILITY BY ANY PARTY OF JOINT VENTURE

- a) As between themselves, each Party shall be fully responsible for the fulfillment of all obligations arising out of its scope of the work for the Project to be clarified subject to the Agreement between the Parties and shall hold harmless and indemnified against any damage arising from its default or non-fulfillment of such obligations.
- b) If any Party fails to perform its obligations described in this Agreement during the execution of the Project and to cure such breach within the period designated by the non-defaulting party, then the other party shall have the right to take up work, the interest and responsibilities of the defaulting party at the cost of

the defaulting party.

- c) Stepping into the shoes of the existing partner of Joint Venture with all the liabilities of the existing partner from the beginning of the contract with the prior approval on Northern company.
- d) Notwithstanding demarcation or allotment of work of between/amongst Joint Venture partners, Joint Venture shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.
- e) In case bid being accepted by Company, the payments under the contract shall only be made to the Joint Venture and not to the individual partners.

10) BANK A/C.

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

11) LIMIT OF JOINT VENTURE ACTIVITIES.

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

12) TAXES.

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

13) EXCLUSIVITY

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

14) MISCELLANEOUS:

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

15) APPLICABLE LAW

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

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

For.....

For.....

Signature.....

(Name & Address)

(Official Seal)

Place.....

Date.....

Witness

Signature.....

(Name & Address)

Signature.....

(Name & Address)

(Official Seal)

Place.....

Date.....

Witness

Signature.....

(Name & Address)

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To

.....

.....

Re: Bank Guarantee in respect of Contract No.....

Dated.....Between (Name of the company)

and (Name of the Contractor)

WHEREAS

..... (Name and address of the Contractor) (herein after called "the Contractor") has entered into a contract made as per letter of acceptance.....dated. (herein after called the said contract) with

.....(name of the Company) (hereinafter called "the Company") to execute (name of the contract and brief description of work) on the terms and conditions contained in the said contract.

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

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

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

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

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 beday of but if the period of Contract is extended either pursuant to the provisions in the said

contract or by mutual agreement between the contractor and the company, the Bank shall renew the period of the Bank Guarantee failing which it shall pay to the company the said sum of or such lesser amount of the said sum of as may be due to the company and as the company may demand.

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

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

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

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

* The date of guarantee shall cover a period of minimum one year or 90 days beyond the date of completion whichever is more.

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

* The date of guarantee shall cover a period of minimum one year or 90 days beyond the date of completion whichever is more.

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

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

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code number) (address)

“The Bank Guarantee as referred above shall be operative at our branch at.....payable at.....”

(NIT shall specify town/city of the operative Branch. Bank Guarantee shall specify name of the branch with address of the specified town/city)”

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

PROFORMA OF BANK GUARANTEE FOR RELEASE OF RETENTION MONEY/BID SECURITY
DEDUCTED@5% FROM RUNNING BILL
IN LIEU OF RECEIVING PAYMENT AGAINST THE SECURITY DEPOSIT ACCRUED ANNUALLY BY
PAYING THE RUNNING BILL AT 95%,i.e.THE RETENTION MONEY DEDUCTED@5% FROM RUNNING
BILL

To

.....

.....

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

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

And (Name of the contractor)

WHEREAS

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

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

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

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

The Bank do hereby irrevocably guarantees and unconditionally agree with the Company that if the contractor shall in any way fail to observe or perform the terms and conditions of the said contract or shall commit any breach of its obligation 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 0

r
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 bedayofbut 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 Rsas may be due to the company and as the company may demand.

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

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

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code number)

(address)

“The Bank Guarantee as referred above shall be operative at our branch at.....payable at.....”

(NIT shall specify town/city of the operative Branch. Bank Guarantee shall specify name of the branch with address of the specified town/city)”

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

Annexure-G**MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT.**

1. Name of the Bidder :

2. Address of the Bidder :

.....

City.....

PinCode..... E-mail

Id.....

Permanent Account Number

2. Particulars of Bank

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

3. 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 transfers 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)

CMF6.13AGREEMENTFORM

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) Any other document listed in the bid document/Contract as forming part
of the contract

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

The Common Seal of _____
_____ was

hereunto affixed in the presence of: _____

Signed, Sealed and Delivered by the said _____

in the presence of: _____

Binding Signature of Employer

Binding Signature of the Contractor

ANNEXURE-I

Dated [insert]

EQUIPMENT SUPPLY AND SERVICES AGREEMENT

between

**[insert]
(BIDDER)**

and

**[insert]
(SUPPLIER)**

EQUIPMENT SUPPLY AND SERVICES AGREEMENT

This Equipment Supply and Services Agreement (the “**Agreement**”) executed on this [insert] day of [insert month and year] at [insert place].¹

BETWEEN

- (1) [●], a company incorporated under the laws of [●] and having its registered office at [●], hereinafter referred to as “**BIDDER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors); and
- (2) [●], a company incorporated under the laws of [●] and having its registered office at [●], hereinafter referred to as “**SUPPLIER**” (which expressions shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors).

(the Bidder and the Supplier are hereinafter collectively referred to as “**Parties**” and singularly each as “**Party**”)

WHEREAS

- (A) The Supplier is a [●] Company which is a [leading manufacturer and supplier of mining equipment including flame proof drills, flame proof loaders, roof bolter, shuttle car, bolter miner, standard continuous miner & low capacity continuous miner, breaker line support and various other allied underground mining equipment]² and also has expertise to maintain underground mining equipment.
- (B) The Bidder is desirous of engaging with a supplier of Continuous Miner (*as defined hereinafter*) and other allied equipment, which has successfully supplied the above equipment or similar equipment manufactured, for a specific project where the Bidder proposes to participate in a tender issued by South Eastern Coalfields Limited (“**SECL**”) for hiring of continuous miner(s) for winning coal without blasting (being the “**Proposed Project**”) from the [insert details of the mine for which the continuous miner is being hired] pursuant to NIT No. [●] dated [insert] (the “**NIT**”).
- (C) The Parties are desirous of entering into this Agreement to set forth their understanding in respect of supply of the Continuous Miner and other allied equipment (*being the Equipment*), together with the provision for other support and services from the Supplier to the Bidder, and other incidental and ancillary matters, as further set forth in this Agreement.

IT IS AGREED

¹Note: Agreement to be executed on stamp paper of appropriate value under Applicable Laws.

²Note: Text to be suitably modified where the Supplier is the authorised dealer/ agent of a manufacturer, and not a manufacturer. The words “*leading manufacturer and*” be deleted and the following statement be inserted after the words ‘supplier of mining equipment’: “*in its capacity as the authorised [agent/ dealer/ licensee] of [insert details of the OEM]*”. Further based on the business model and requirements of the specific tender, this recital may be modified suitably.

1. DEFINITIONS

Definitions

In this Agreement, in addition to the capitalised terms defined by inclusion in parenthesis (which shall have the meaning so ascribed), the following terms shall have the meaning set forth hereinafter:

“Applicable Law” means all statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any government, statutory authority, tribunal, board, court or recognised stock exchange and, if applicable, international treaties and regulations, and shall include all amendments, modifications, consolidations and/ or re-enactments thereof;

“Continuous Miner” as defined in NIT No. __ dated __. ;

“Contract Period” as defined in NIT No. __ dated __ (and shall include any extensions of such contract period).

“DGMS” as defined in NIT No. __ dated __.

“Equipment” means the Continuous Miner, spares, consumables or other equipment required by the Bidder in relation to the Proposed Project, as further set forth in **ANNEXURE-2**;

“Term” shall have the meaning ascribed to it in Clause 6.1; and

“Third Party” means any party not a party to this Agreement.

Interpretation

Unless a contrary indication appears, any reference in this Agreement to:

- (i) A Clause or Annexure is to be construed as a reference to the relevant clause of, or annexure to, this Agreement;
- (ii) All Annexures hereto form an integral part of this Agreement, and shall be deemed to be included in this Agreement by reference;
- (iv) the words “include(s)”, “including” and “in particular” shall be construed as being by way of illustration or emphasis only, and shall neither be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (v) the words “other” and “otherwise” shall not be construed ejusdem generis with any preceding words where a wider construction is possible;
- (vi) unless the context requires otherwise, words importing the singular include the plural and vice versa, and pronouns importing gender include each of the masculine, feminine and neuter genders;
- (vii) A regulation or law, includes, any regulation, rule, official directive, order request or guideline (whether or not having the force of law but if not, compliance with, which is customary for persons or entities such as the relevant person or entity) of any government;
- (viii) any statute or statutory provision includes, any statute or statutory provision, which

amends, extends, consolidates or replaces it, or which has been amended, extended, consolidated or replaced by it, and any orders, regulations, instruments or other subordinate legislation made under it;and

- (ix) a time of day is a reference to Indian time.

2. SUPPLY, SUPPORT AND COOPERATION

Each of the Parties agrees and acknowledges that it has read and understood the terms of the NIT and the requirements of SECL with respect to the Proposed Project thereunder. In furtherance thereof the Parties agree that:

Supply

- (a) The Supplier agrees to supply the Equipment to the Bidder, in such manner as to enable the Bidder to comply with its obligations in respect of the Proposed Project (under the terms of the NIT and contract/ agreement entered into with SECL pursuant thereto), in compliance with best industry practices and Applicable Laws.
- (b) The payment for the Equipment will be made by the Bidder in accordance with the payment terms as set forth in **ANNEXURE –3**.

Cooperation

- (a) Without prejudice to the generality of the other provisions of this Agreement, the Parties agree to co-operate in the performance of their obligations under this Agreement, so as to ensure that the Bidder is able to (a) participate fully in the bid process pursuant to the NIT and (b) duly discharge its obligations in relation to the Proposed Project;and
- (b) The Supplier shall cooperate with the Bidder in terms of supply of the Equipment and provide all necessary support for the operation and maintenance of the Equipment in relation to the Proposed Project.

Provided that nothing contained herein, shall be deemed to create any responsibility or any contractual arrangement between SECL and the Supplier in relation to the Proposed Project. Further, save as specified herein, the Bidder shall be responsible for performance of all other obligations in relation to the Proposed Project under the NIT (or any contract/ agreement executed by the Bidder with SECL pursuant thereto).

3. RIGHTS, OBLIGATIONS AND RESPONSIBILITIES

An indicative list of the specific rights, obligations and responsibilities of the Parties in relation to the Proposed Project are as follows:

- (a) The Bidder shall:
 - (i) Be the principal Bidder in relation to the Proposed Project;
 - (ii) Co-ordinate for project facilitation and provide all requisite logistical support as

required by the Supplier;

- (iii) Be responsible for providing SECL all necessary documentation and other assistance for applying to, and obtaining the approval of the DGMS for the Continuous Miner (and its deployment in the mine of SECL) in accordance with the requirements of the NIT. Provided that shipment of the Continuous Miner would only be made upon the approval of the DGMS being obtained for the Continuous Miner.
 - (iv) Assist the Supplier for installing the Equipment under the contract awarded by SECL to the Bidder for the Proposed Project;
 - (v) Adhere to all safety and statutory norms as stipulated by the DGMS, the original equipment manufacturer manual and other regulatory authorities and the customers; and
 - (vi) Be the sole beneficiary of all payments, and be responsible for the penalties received from SECL.
- (b) The Supplier shall:
- (i) Be the supply partner in relation to the Equipment for the Proposed Project;
 - (ii) Supply the Equipment as indicated by the Bidder in accordance with the requirements for the Proposed Project (as specified under the NIT and the terms of the agreement/contract entered into between Bidder and SECL pursuant thereto);
 - (iii) To provide all necessary documentation, service and operation manuals (including original equipment manufacturer manual), as would be necessary for the Bidder to safely operate the Continuous Miner and in accordance with the requirements of the Proposed Project;
 - (iv) To provide all necessary technical information, designs and documentation with respect to the Equipment as may be required by the Bidder for the purposes of submitting its bid under the NIT (or otherwise required by SECL pursuant to the NIT);
 - (v) To provide comprehensive support in relation to the Equipment including spares and all necessary after sales and maintenance services in relation to the Continuous Miner for the entire Term of the Agreement including skilled technicians;
 - (vi) To assist in providing training for operation, day to day maintenance to the Bidder's engineers or any other training as required by the Bidder in relation to the installation and operation of Equipment;
 - (vii) To provide all necessary support for commissioning, trial run/ testing of the Continuous Miner, consistent with the requirements of the Proposed Project; and

Further each Party shall in the performance of its obligations under this Agreement, comply with the provisions of all Applicable Laws.

4. REPRESENTATIONS & WARRANTIES

Each party hereby represents and warrants to the other that:

- (i) It is duly authorized, validly existing and in good standing under the laws of the country of its incorporation, and has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, and to consummate the transactions contemplated herein;
- (ii) This Agreement constitutes valid and legally binding and enforceable obligations on it;
- (iii) The execution, delivery and performance by any party of this Agreement, do not and will not conflict with, contravene, result in a violation or breach of or default under any Applicable Law in respect of such party; and
- (iv) It has procured all necessary consents, authorizations and approvals (including under Applicable Law) and made all intimations, whether internal or third party, in relation to execution hereof and consummation of the transactions contemplated herein.

The Supplier also represents and warrants to the Bidder that the Equipment shall be fit for the purposes of the Proposed Project, and compliant with the requirements of the NIT.

[Further the Supplier also represents and warrants to the Bidder that it has pursuant to the [insert details of the license/dealership agreement entered into between the OEM and the Supplier] obtained all rights to supply the Equipment and provide the services as contemplated under this Agreement.]³

5. ADDITIONAL TERMS & CONDITIONS

The Parties further agree that: [insert any additional terms and conditions as maybe required for the purposes of further detailing the commercial understanding of the parties]⁴.

³Note: Insert this clause in the event that the Supplier is not the manufacturer.

⁴Note: Bidders may insert additional technical terms, (i) subject to any such insertion not prescribing any conditions or requirements in relation to either the contract period/validity of the agreement or financial understanding between the parties, and (ii) subject also to the requirements of Clause 5.2. Particularly if the said additional terms have the

The Parties agree that to the extent that the provisions of Clause [5.1 and {insert details of any other clauses inserted pursuant to Clause 5.1}]:

- (i) would have the effect of placing the Bidder in violation/ breach of the requirements of the NIT [●] or Applicable Law; or
- (ii) are repugnant to, or otherwise have the effect of diluting the obligations of the Parties under the other provisions of this Agreement (other than ANNEXURE-3),

then, such provision shall be deemed to be void ab-initio and shall not be given effect to.

6. TERM& TERMINATION OF THEAGREEMENT

TermoftheAgreement

This Agreement shall come into force on the date first above written, and shall be in force and effect for the entire Contract Period (such period being the “**Term**”).

Termination of theAgreement

This Agreement, may be terminated by either Party, with immediate effect upon occurrence of any of the following events:

- (i) In the event that the Bidder is disqualified from the bidding process by SECL, or otherwise elects to not participate (or otherwise fails to participate) in the bid process under the NIT;
- (ii) In the event that (a) the Bidder is unsuccessful in its bid for the relation to the Proposed Project under the NIT and/or (b) SECL awards the Proposed Project to a Third Party and/or
- (iii) SECL notifies the Bidder that it does not intend to proceed with the Proposed Project or the bid process under the NIT is otherwise cancelled for any reason whatsoever.

Any other termination of this Agreement, shall be subject to the Parties having obtained the prior consent of SECL.

7. MISCELLANEOUS

Non-Exclusivity

The Bidder agrees and understands that Supplier shall be free to supply and provide support to any Third Party for any project, so long as the same does not materially prejudice the ability of the Supplier to perform its obligations under this Agreement.

effect of diluting the requirements of the NIT or other terms of the prescribed format of this Agreement, the same would not be given effect to. Further, any such insertion would also be a ground for potential rejection of the bid of the Bidder.

EntireAgreement

This Agreement constitutes the entire agreement between the Parties in relation to the subject matter and supersedes all previous communications, either oral or written, in relation to the same.

Severability

If any of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. Any invalid or unenforceable provision of

this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

Assignment

This Agreement is personal to the Parties who shall not assign or transfer any right or obligation hereunder to any third party without the prior written consent of the other Party. Provided that, any such assignment/ transfer that would cause the Bidder to be in violation of the requirements of the NIT, would require the prior consent of SECL.

Amendment

No amendment or modification to this Agreement, and no waiver of any of the terms or conditions, shall be valid or binding unless mutually agreed by Parties and communicated in writing.

Further, any amendment or modification to this Agreement (or like act by the Parties) other than Clause [5.1 and [insert details of any other clauses inserted pursuant to Clause 5.1] and **ANNEXURE – 3**, shall require the prior written approval of SECL.

Governing Law and Jurisdiction

This Agreement shall be governed by, and construed in accordance with, Indian law. The courts of [insert]⁵, India shall have exclusive jurisdiction to settle any dispute arising out of and/ or in connection with this Agreement.

No Partnership

The Parties are acting independently on principal to principal basis. Nothing contained in this Agreement shall be deemed to constitute a partnership or an association of persons between the Parties hereto, and except as specified herein, no party shall have any liability, whatsoever, on behalf of the other.

⁵ Note: This clause is to be matched with the corresponding clause in the NIT with respect to jurisdiction.

Right to seek specific performance

This Agreement is binding upon and will inure to the benefit of the Parties. The Parties recognize that damages as an alternative, or in lieu of, specific performance will not be an adequate remedy, and the Parties shall be entitled to specific performance of this Agreement (including any right, interest, obligation, responsibility, as contained in this Agreement).

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered, at the place, and as of the day, month and year first above written.

For and on behalf of Supplier

Witnessed by:

Name:

Address:

(Authorised Signatory)

Name:

For and on behalf of Bidder

Witnessed by:

(Authorised Signatory)

Name:

Name:

Designation:

ANNEXURE – 1

TECHNICAL SPECIFICATION OF THE PROPOSED CONTINUOUS MINER

[Insert]

***Note:** This annexure should specify the technical specifications of the continuous miner, including where applicable any make or manufacturer, condition (i.e. new or used), the output requirements, etc.*

ANNEXURE – 2

DETAILS OF EQUIPMENT

[Insert]

***Note:** This annexure should specify the overall details of all the Equipment (and allied spares and consumables)*

ANNEXURE – 3

PAYMENT TERMS

[insert]

The contract price payable by the Bidder to the Supplier shall be as under:

1. ...
2.

Instructions to Bidders:

1. *The detailed terms of payment for the Equipment are to be specified in this annexure, which must specifically include the following:*
 - (a) *The contract price for the equipment supply and allied services contemplated herein.*
 - (b) *If applicable, the number of tranches/ installments this payment is to be made in.*
 - (c) *The manner in which invoices for such payment are to be raised, the due date of such invoices, and the mechanism/ mode by which such payment is to be made, should be specifically set out.*
 - (d) *The overall modalities of payment are to be clearly spelt out.*
2. *It is clarified that the specific amount(s) towards the contract price under the Agreement, are not required to be disclosed to SECL, and Bidders may, while submitting the copy of this Agreement to SECL (as a part of its Bid), redact/ black out the said amounts.*

Further, the said price(s), if disclosed by the Bidder (and not so redacted/ blacked out) shall not be taken into consideration by SECL in the evaluation of the bid of the Bidder.

Guidelines for Banning of Business

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

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

8. Appellate Authority shall be one Rank higher than the Competent Authority meant for 'Banning of Business'. In case the banning is done with the approval of CMD of the Subsidiary Company then Chairman, CIL shall be the Appellate authority.
9. Any change on the above may be done with approval of FDs of CIL.
10. All the orders of banning or orders passed in appeal shall be marked to GM(CMC) / Civil / concerned HODs of CIL/Subsidiary Company. Further, all such orders will be uploaded in Coal India site as well website of the Subsidiary Company.
11. Efforts shall be made by the concerned Department so that such order is linked to e-tender portal of Coal India Limited.

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 bidonline)

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 **CoalIndia Limited**.

OR

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

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

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

Or

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

*** Delete whichever is not applicable.**

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

Or

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

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

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

5. We certify that the works/services offered by us against the tender for the
work “..... (Name of work)” against NIT No/Tender
ID.

..... Dated....., meet the minimum
local content requirement and has
local content:

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

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

***Delete whichever is not applicable.**

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

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

Note: Tender specific or for a particular category of tender, relevant Clauses may be
added/modified/substituted while framing the standard NIT