

**COAL INDIA LIMITED**  
**(A Government of India Enterprise)**



Notice for Inviting  
**REQUEST FOR PROPOSAL**

**FOR**

**SELECTION OF AGENCY FOR UPGRADATION & MODERNIZATION OF VTC AND  
DESIGNING AND IMPLEMENTATION OF SUITABLE TRAINING PROGRAMME  
AT RAJRAPPA SAFETY EXCELLENCE CENTER, CENTRAL COALFIELDS  
LIMITED**

**RFP Document No.: GM(C)/Tender/2022-23/731**

**dated 16 -01-2023**



### **About the Company**

- Coal India Limited (CIL) the state-owned coal mining corporate came into being in November 1975. Company/Subsidiary functions through its subsidiaries in 85 mining areas spread over eight (8) states of India. Coal India Limited has 345 mines (as on 1st April 2021) of which 151 are underground, 172 opencast and 22 mixed mines.
- CIL Produces around 83% of India's overall coal production. In India where approximately 57% of primary commercial energy is coal dependent, Company/Subsidiary alone meets to the tune of 40% of primary commercial energy requirement. Company/Subsidiary further operates 13 coal washeries, (11 coking coal and 2 non-coking coal).
- CIL is a Maharatna company – a privileged status conferred by Government of India to select state owned enterprises in order to empower them to expand their operations and emerge as global giants. Company/Subsidiary has seven producing subsidiaries namely Eastern Coalfields Limited (ECL), Bharat Coking Coal Limited (BCCL), Central Coalfields Limited (CCL), Western Coalfields Limited (WCL), South Eastern Coalfields Limited (SECL), Northern Coalfields Limited (NCL), and one mine planning and consultancy company that is Central Mine Planning & Design Institute (CMPDI). In addition, Company/Subsidiary has a foreign subsidiary in Mozambique namely Coal India Africana Limitada (CIAL). The mines in Assam i.e. North Eastern Coalfields is managed directly by Company/Subsidiary. Company/Subsidiary has also registered two subsidiaries to venture into renewable energy, namely Company/Subsidiary Navikarniya Urja Limited (CNUL) and Company/Subsidiary Solar PV Limited.



**Format of Consortium Agreement to be entered amongst all Members of a bidding Consortium**

**About the Project**

- CIL and its subsidiaries plan to onboard entity/agency having requisite domain experience and financial strength (hereinafter referred to as “Agency(ies)”) to upgrade & modernize VTCs, design and implement suitable training programs geared towards providing safety-oriented skill development to primarily non-executive employees of Company/Subsidiary and any other manpower endorsed by Company/Subsidiary (hereinafter referred to as the “Project”). These centers shall act as Safety Excellence Centers (SECs) for CIL and its subsidiaries. The project is envisaged to be implemented across all the subsidiaries of CIL.
- The project is envisaged to be set up at Rajrappa Safety Excellence Centre, CCL which is located in the state of Jharkhand and is under the administrative control Area General Manager, Rajrappa Area, which is a wholly owned subsidiary of CIL.
- CIL had conducted RFQ processes earlier to shortlist potential players for empanelment for the proposed Project. The purpose of this RFP is to select an Agency from amongst the Empaneled Agency(ies) shortlisted during the RFQ process. This is a limited RFP in which only the parties shortlisted during the earlier RFQ process(es) are allowed to participate.
- The Applicant, who is selected by Company/Subsidiary pursuant to the terms and conditions of the RFP (“Selected Applicant”), shall be required to enter into an agreement (the Selected Applicant who enters into the agreement shall hereinafter be referred to as the “Selected Agency” or “Partner”). The agreement, inter alia, set forth the detailed terms and conditions for execution of the Project, the roles and responsibilities of the parties, and the inter se rights and obligations of the parties.

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Dated: 16 /01/2023

**e-TENDER NOTICE No. 24 of 2022-23**

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

1.	Name of Work	Selection of Agency for Upgradation / Modernization of VTC/Safety Excellence Centre and Designing and Implementation of Suitable Training Programme at Rajrappa Area, CCL
2.	Location of Work	Group Vocational Training Centre/safety Excellence Centre, Rajrappa Area, CCL
3.	Validity of Bid	120 days after the end date of bid submission
4.	Period of Work	Total contract period: 2400 Days  a) From date of commencement to Date of Commissioning: 7 Months  b) Operation and Maintenance of Project: 2190 Days (i.e. 6 years) from Date of Commissioning
5.	Selection of Bidder	As per the evaluation criteria stipulated in this tender document
6.	Availability of Tender Documents (Date and Time)	From 18-01-2023, 3:00PM
7.	Availability of Tender Documents (Website Details)	<a href="http://www.centralcoalfields.in">http://www.centralcoalfields.in</a> <a href="http://www.eprocure.gov.in">http://www.eprocure.gov.in</a> <a href="https://coalindiatenders.nic.in">https://coalindiatenders.nic.in</a>
8.	Submission of Bid & Format of Bid	Online  Single Stage Two-Cover Format

Note: The Project is envisaged to upgrade & modernize VTCs, design and implement suitable training programs geared towards providing safety-oriented skill development to primarily non-executive employees of Company/Subsidiary and any other manpower endorsed by Company/Subsidiary (hereinafter referred to as the "Project"). These centers shall act as Safety Excellence Centers (SECs) for Company/Subsidiary and its subsidiaries. Personnel nominated by Company/Subsidiary shall be trained through implementation of multiple modules, viz., Assessment, E-Learning, Smart Classroom, Experiential Safety Training, Mining Simulators, Mechanical/Electrical Simulation Arrangement (through VR) and Training Management System.

<b>Tender inviting authority</b>	<b>Contact Person(s)/Tender Dealing Officer(s)</b>
General Manager (Civil), CCL, 8987784139	1. General Manager (HRD), CCL 2. General Manager (S&R), CCL
The detailed method for participating in the e-Tender is available on links "Help for Contractor" and "Bidders Manual Kit" in Company/Subsidiary's e-Tender portal. The Applicants may also seek help from the helpdesk on 24x7 Toll Free No. 0120-4001 002, 0120-4001 005, 0120-6277 787. All queries will be answered in English / Hindi only.	

## 2. **Time Schedule of Tender:**

<b>Sl. No.</b>	<b>Event</b>	<b>Date / Time</b>
1	Date of floating of e-Tender	18.01.2023
2	Last Date and Time for submission of pre-bid queries	23.01.2023
3	Date and Time of pre- bid meeting	25.01.2023
4	Last Date and Time for downloading the final RFP	13.02.2023
5	Last Date and Time for e-Tender submission	13.02.2023
6	Date and Time of Bid opening	14.02.2023

### **Note:**

Bids are to be submitted in Single Stage – Two Covers i.e., the Techno-Commercial Bid and the Price Bid.

No Queries from Bidders, whatsoever, shall be entertained by the Employer beyond the last date of receipt of Queries as specified above.

Date & Time for opening of Price Bids shall be intimated separately, through e-procurement portal, to the Bidders whose Techno-Commercial Bids are found to be acceptable.

The auto extension of submission of bid shall be applicable as per details mentioned in relevant clauses of this tender document.

### **3. Earnest Money Deposit (EMD):**

#### **a. Earnest Money Deposit (EMD):**

The bidder shall furnish, as part of his bid, an Earnest Money Deposit (EMD) of INR 5,00,000 (Five Lakh Rupees Only) Rajrappa Safety Excellence Centre, CCL. The EMD has to be deposited in online mode in Company/Subsidiary's Bank Account within the last date and time for bid submission. Any Bid not accompanied by an acceptable EMD shall be summarily rejected by the employer as non-responsive and returned to the Bidder without being opened. The bidder cannot claim interest and or any other form of compensation at the time of refund of such EMD.

The EMD of the Bidders who are unsuccessful after opening of Price Bids shall be returned immediately after placement of award on the successful bidder.

The EMD of the Successful bidder to whom the award is placed will be returned when said Bidder has signed the Contract Agreement and has furnished the required Contract Performance Guarantee.

#### **b. Submission of EMD:**

EMD shall be submitted in Indian Rupees (INR) only.

The value of the Earnest Money to be submitted by the Bidder shall be Rs. 5,00,000 (Rupees Five Lakh only) Rajrappa Safety Excellence Centre, CCL. The Earnest Money has to be deposited through online mode within the last date and time for submission of bids, failing which the bid will be deemed to be non-responsive.

Earnest Money can be deposited by following modes only:

(a) Online fund transfer through Net banking using Payment Gateway available on portal.

(b) NEFT/ RTGS from any Scheduled Commercial Bank to the Virtual Pool Account of the Owner strictly as per the challan generated by the bidder on e-procurement portal.

No other mode for payment is acceptable for submission of EMD in INR.

The EMD payment through NEFT/RTGS mode should be made well ahead of time to ensure that the EMD amount is transferred to the Owner's Bank account before bid submission, otherwise the bidder shall not be able to freeze bid in the portal. It is advised that the payment of EMD should be made at least 2 days prior to due date and time of submission of tender to avoid any complication in submitting online bid before the scheduled last date and time of submission of bid. It is further advised that after successful payment, bidder should confirm receipt of EMD at Owner's A/C through "Payment Verification" Link available on the portal. Freezing of bid can be done only after completion of EMD submission process.

If the payment is made by the bidder within the last date and time of bid submission but is not received in Virtual Pool Account of the Owner within the specified period due to any reason, the

bid will not be accepted by the System/ Owner. However, the EMD will be refunded to the bidder's account automatically.

The Bank account used by the bidder for submission of EMD should remain available till the complete processing of the tender for refund of the EMD.

Notes:

a) Bids submitted without full amount of EMD (except for the firms which are specifically exempted from submission of EMD) will be summarily rejected. The net payment credited to the Owner's bank account, should not be less than the EMD amount and if it is found to be less than the stipulated amount, the bid will not be accepted.

b) Physical mode of payment, i.e., Banker cheques / Demand drafts etc. are not acceptable.

c) The Owner shall not be liable to pay any interest or any other compensation by whatever name called on the amount of Earnest Money Deposit.

c. Exemption from EMD:

State/Central Government Organizations/PSUs and Micro and Small Enterprises [MSEs] (for the tendered items) are exempted from submission of EMD. Such bidders will have to upload the scanned copy of the documents as specified below in support of their claim for exemption of EMD during submission of bid [by selecting "yes" option and uploading scanned copy of the documentary evidence in EMD Exemption section provided in the portal]:

Sl. No.	Category of bidders	Documents required for exemption of EMD
1	State/Central Government Organizations/ PSUs	Self- declaration
2	Micro and Small Enterprises [MSEs]	Public Notary Attested copy of: Valid Registration certificate Or Udyog Aadhaar Memorandum issued by Ministry of MSME
3	NSIC registered Firms Valid and Complete NSIC Registration certificate (irrespective of the stores for which they are registered)	NSIC registered Firms Valid and Complete NSIC Registration certificate (irrespective of the stores for which they are registered)
4	Ancillary Units of the Purchaser Valid and Complete Ancillary status certificate (irrespective of the stores for which they are registered)	Ancillary Units of the Purchaser Valid and Complete Ancillary status certificate (irrespective of the stores for which they are registered)

d. Refund of EMD:

EMD in Indian Rupees of unsuccessful bidders (except the bidders whose EMD is to be forfeited) will be auto refunded as and when they are declared unsuccessful directly to the account from where it has been received. No claim from the bidders will be entertained for receipt of the refund in any account other than the one from where the money has been received.

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

If the bidder withdraws its bid online before deadline for submission of tender, then the EMD will be refunded automatically after opening of the tender.

The EMD of the Successful Bidder will be refunded through e-payment on receipt of required Security Deposit/ Performance Guarantee from the bidder.

If the refund of EMD is not received by the bidder in the account from which the EMD has been paid due to any technical fault of the portal/system, then it will be paid through e-payment.

No interest or any other compensation by whatever name called can be claimed by the bidder on the EMD amount so refunded.

e. Forfeiture of EMD

The EMD shall be forfeited in any of the following circumstances by the Employer/Owner without any notice or proof of damage to the Owner, etc.

i. If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his tender but after last date of submission of tender.

ii. If the bidder withdraws or varies its Bid during the period of bid validity.

iii. If the bidder does not accept the correction of its Bid Price;

iv. If the bidder refuses to withdraw, without any cost to the owner, any deviation found anywhere in the Bid

v. In the case of a successful bidder, if the bidder fails within the specified time limit;

a) To sign the Contract Agreement,

b) To furnish the required Contract Performance Guarantee / Security Deposit,

c) If the bidder/his representative commits any fraud while competing for this contract.

4. **Pre-bid Meeting:**

The pre-bid meeting shall be held online as per the scheduled date & time, as specified in the e-Procurement portal. The purpose of the pre-bid meeting is to clarify the issues and to answer the



questions on any matter that may be raised at that stage. Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidder and it shall be presumed that the bidder does not require any clarification. If a Pre-Bid meeting is held then the minutes of the Pre-Bid meeting shall be uploaded on the Portal, which can be viewed by all interested bidders.

#### **5. Clarification of Bid:**

The Bidder may seek one-time clarification on-line within the specified period. The management will clarify to the relevant queries. Non-furnishing of clarification to any of the queries by the Bidder shall not be construed as any default on the part of CIL and cannot be ground for stalling the bidding process.

A prospective Bidder requiring any clarification to the bidding documents may notify EMPLOYER through e-procurement portal within the specified time. Bidders are also advised to regularly check e-tender portal regarding posting of clarification/Corrigendum, if any. Non-issuance of any clarification by CIL cannot be a ground for stalling the bidding process.

“Further, no queries from Bidders shall be entertained after last date of receipt of Queries as specified”.

Should the clarification result in changes to the essential elements of the Bidding Documents, the owner shall amend the Bidding Documents following the procedure as per this tender document.

#### **6. Amendment to Bidding Documents:**

At any time prior to the deadline for submission of bids, the Owner may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents.

The amendments will be posted at e-tender portal for viewing by the Bidder. The amendments will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are also advised to regularly check e-tender portal regarding posting of Amendment, if any.

In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Owner may, at its discretion, extend the deadline for the submission of bids.

#### **7. User Portal Agreement:**

The bidders have to accept the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and tender document, undertakings and the e-Procurement system through <https://coalindiatenders.nic.in> in order to become an eligible bidder. This will be a part of the agreement.



## 8. **Eligible Bidders:**

- I. Bidders empaneled with CIL under vide EOI document no. CIL/EDSNR/2021/Tender/VTC/2815 dated 21-12-2021 and CIL/GMSNR/2022/Tender/VTC/3020 dated 29-03-2022 are eligible to participate in this tender. Bidders who are eligible to participate in this tender will have to use the same registration carried out on Company/Subsidiary's e-Tender Portal (<https://coalindiatenders.nic.in>) during the empanelment process vide EOI document no. CIL/EDSNR/2021/Tender/VTC/2815 dated 21-12-2021 & CIL/GMSNR/2022/Tender/VTC/3020 dated 29-03-2022. The financial and technical eligibility shall be based on the criteria as laid down in the empanelment stage. The empanelment shall be valid as on the date of submission of the bid.
- II. The Bidders shall submit the following updated documents as part of their bids:
  - A. Permanent Account Number (PAN): The bidder should possess Permanent Account Number (PAN) issued by Income Tax department, Govt. of India.
  - B. Goods and Services Tax (Not Applicable for Exempted Services)

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

**Note:** If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST Registration as per GST Act and Rules.

## 9. **Submission of Bid:**

- a. All bids are to be submitted on-line on the website <https://coalindiatenders.nic.in>. No bid shall be accepted off-line unless otherwise specified.
- b. 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 on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed/accepted.
- c. Confirmatory Documents: All the confirmatory documents as enlisted in the NIT in support of online/under annexures information submitted by the bidder are to be uploaded in Cover-I by the bidder while submitting his/her/their bid.



Sl. No.	Confirmatory Documents	Scanned copy of documents to be uploaded by bidder(s) in support of information/declaration furnished online/under annexures by the bidder against CONFIRMATORY DOCUMENTS
1)	Permanent Account Number	PAN card issued by Income Tax department, Govt. of India
2)	Goods and Services Tax (GST) Status of Bidder (Not Applicable for Exempted Services)	<p>The following documents depending upon the status w.r.t GST as declared by Bidder in the BOQ sheet:</p> <p>a) Status: GST Registered Bidder under regular scheme Document: GST Registration Certificate (i.e., GST identification Number) issued by appropriate authority of India.</p> <p>b) Status: GST Registered Bidder under Composition Scheme Document: GST Registration Certificate (i.e., GST identification Number) issued by appropriate authority of India.</p> <p>c) Status: GST unregistered bidder Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder in compliance with the relevant GST rules of India.</p> <p><b>Note:</b> If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST Registration as per GST Act and Rules.</p>
3)	Legal Status of the bidder	<p><u>Document(s) covered under any one or more of the following sub-head(s):</u></p> <ol style="list-style-type: none"> <li>1. Affidavit or any other document to prove proprietorship/Individual status of the bidder.</li> <li>2. Partnership deed containing name of partners.</li> <li>3. Memorandum &amp; Article of Association with certificate of incorporation containing name of bidder</li> <li>4. In case of MSME, a valid Registration certificate or UAM is required.</li> <li>5. In case of Consortium, following documents to be submitted: <ol style="list-style-type: none"> <li>a. Scanned copy of Consortium agreement as per Appendix 17 containing name of partners and lead partner.</li> <li>b. Annexure to Consortium agreement defining Roles and Responsibilities of each partner of consortium</li> <li>c. Power of attorney of the respective partners from the Board of directors of the concerned Company, or from the partners of the entity, or from the proprietor, authorizing the signatory of Consortium agreement on behalf of the firm.</li> <li>d. Documents as applicable (Sl. No. 1 to 3) regarding legal status of all the individual partners of Consortium.</li> <li>e. Power of attorney in favour of lead partner of consortium as per Appendix 7</li> </ol> </li> </ol>

4)	Digital Signature Certificate (DSC)	If the bidder himself is the DSC holder bidding online, then no document is required. However, if the DSC holder is bidding online on behalf of the bidder, then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder.
5)	Undertaking by Bidder/s on his Letter Head regarding genuineness of the information furnished by him on-line and authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility as per the format given in the bid document at Appendix-11.	
6)	Written Consent regarding Arbitration Clause on his/her/their Letter Head as per Appendix-10. <u>Note:</u> <div><div>1.</div><div>In case of Proprietorship firm or Limited Company, this document is digitally signed by the DSC holder authorized by the bidder in case of Proprietorship or Director(s)/Managing Director of Limited Company in case of Limited Company. Hence, no physical signature is required.</div><div>2.</div><div>In case of Partnership firm/Consortium, this document is to be signed by all the Partners of the Partnership Firm.</div><div>3.</div><div>In case of Project Affected Person(s) (PAPs) firms, this document is to be signed by all the partners of the PAPs who have formed Partnership firm and if the PAPs have formed co-operative society, this document is to be signed by any legally acceptable authorized signatory of the co-operative society, approved through the Resolution of the co-operative society.</div></div>	
7)	Letter of Bid by Bidder/s on his/her/their Letter Head as per Appendix-1.	
8)	Provision of Public Procurement (Preference to Make in India), Order 2017-Revision dt. 16.09.2020	Declaration in compliance with the provisions of Public Procurement (Preference to Make in India), Order 2017-Revision vide order no. P-45021/2/2017/PP(BE-II) dtd 16.09.2020 of Ministry of Commerce and Industry, Government of India and amendments thereof: I. If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit either self-certification indicating the percentage of local content in the offered items. II. If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content.
9)	Any other document to support the qualification information as submitted by bidder on-line.	
<b>Note:</b> 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.		



- d. Letter of Bid (LoB): The format of Letter of Bid (as given in the NIT) will be downloaded by the bidder and will be printed on Bidder's letter head and the scanned copy of the same will be uploaded during bid submission in cover-I. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information, which contradicts the content and spirit of the original format of LoB.

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

If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the LoB shall be requested under the head Confirmatory documents and subsequently accepted or rejected as applicable.

- e. Price bid: The Price bid containing the Bill of Quantity will be in Excel format and will be downloaded by the bidder and bidder will quote the rates for all components on this Excel file for Rajrappa Safety Excellence Centre, CCL. Bidders are required to quote separately for each training center/Safety Excellence Center (SEC). Prior to quoting the rates in the BOQ file, the bidder will select the appropriate status from the following drop-down list given in the BOQ:

1. GST Registered Bidder under regular scheme
2. GST Registered Bidder under Composition Scheme
3. GST unregistered Bidder

The rates quoted by the bidder will be including the GST as per the BOQ format. This file will be digitally signed and uploaded by the bidder after ascertaining the correctness of facts and figures.

Thereafter, the bidder will upload the same Excel file during bid submission. The Price-bid will be in BOQ format, and the bidder will have to mandatorily fill all the sections / sheets of the BOQ Excel. The Price Bid of the tenderers will have no condition. The price bid which is incomplete and not submitted as per instruction given in this document is liable for rejection.

### **System for decision of L1 bidder**

Bidders shall quote in INR per hour as per the BOQ file. Price bid evaluation shall be done separately for each training center/Safety Excellence Center (SEC). The L1 bidder will be decided based on Evaluated Bid Value (EBV). Illustrative computation of EBV is shown in Appendix-4.

## **10. System Requirement:**



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

## **11. Opening of Bid:**

1. Tenders 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.
2. CCL will examine the Bids to determine whether the same are complete, whether required documents have been furnished, whether the documents have been properly signed and whether the Bids are generally in order. During evaluation and comparison of bids, the owner may, at his discretion ask the Bidder for clarification on its bid. The request for clarification shall be communicated to the Bidder via the e-tender portal, asking the Bidder to respond by a specified date which shall not be later than seven (7) working days, and also mentioning therein that, if the Bidder does not comply or respond by the date, his bid will be liable to be rejected. The unsuccessful Bidders cannot question the evaluation process employed by CIL as the same shall be uniformly applicable to all the Bidders. The clarification process shall be one time and depending on the outcome, such bids are to be ignored or considered further. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the Bidder shall be entertained as all such clarifications would have been obtained prior to the submission of the bid.

The Owner may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. The Bidders cannot claim such waiver as a matter of right.

CIL will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that

(a) materially conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionalities or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that affects in any substantial way the scope, quality, or performance of the contract; (ii) that limits, in any substantial way that is inconsistent with the Bidding Documents, the Owner's rights or the Successful Bidder's obligations under the Contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.

The Owner's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by the Owner, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

3. Price bids of those Bidders whose Techno-Commercial (Cover-I) Bid is found to be responsive, will be opened online. Bidder's attendance during the Price Bid opening in CIL premises is not envisaged.



## **12. Evaluation of Bid:**

1. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned in this tender document.
2. 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.
3. In case none of the bidder(s) complies the conditions as per this NIT document, then bidder(s) will be rejected online and re-tender (if required) will be done (with the same or different quantity, as per the instant requirement).
4. The Tender Committee will recommend for award of work to the successful bidder after evaluation of the reasonableness of L-1 rates.
5. If L1 bidder backs out (i.e. Techno commercially established L1 bidder), the bidder will be banned for one year from being eligible to submit bids in Company/Subsidiary and its subsidiaries.

## **13. Purchase Preference to Micro & Small Enterprises (MSEs)**

- a. Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, MSE shall be awarded full work provided their quoted price is within a price band of L-1 + 15% and they match the L-1 price.
- b. The opportunity to match the L-1 rate of the tender shall be given first to MSE who has quoted lowest rate among the MSEs and the total job shall be awarded to them after matching the L-1 price of the tender, in case the L-1 is other than MSE. If MSE is a L1 Bidder, full work will be awarded to such Bidder. If the MSE who have quoted lowest rate among the MSEs in the price band of L-1 + 15% do not agree to match the rate of L-1 of the tender, then the MSE with next higher quoted rate in the price band of L-1 + 15% shall be given chance to match the rate of L-1 for award of the complete job. This process to be repeated in till work is awarded to MSE or MSE Bidders are exhausted.
- c. 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 and its amendments, circulars and orders. 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.

#### 14. Purchase Preference under 'Make in India' Policy

Purchase Preference will be given to eligible bidders as per Public Procurement (Preference to Make in India), Order 2017 of Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India, issued vide order No. P-45021/2/2017-B.E.-II dated 15th June 2017, in the following manner:

Under 'Make in India' policy of Government of India, Purchase Preference will be given to eligible bidders as per Public Procurement (Preference to Make in India), Order 2017 issued vide order No. P-45021/2/2017-B.E.-II dated 15th June 2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019, 04.06.2020, 16.09.2020, and 04.03.2021) of Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry. In case of any further guidelines prior to 15 days from the tender publishing date, the same will also become applicable.

- a. Subject to in terms of the above said policy, purchase preference shall be given to 'Class-I Local Supplier' in the following manner (where the tendered quantity is indivisible or one):
  - i. Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is 'Class-I Local Supplier', the contract for full quantity will be awarded to L-1.
  - ii. If L-1 bid is not from a 'Class-I Local Supplier', the lowest bidder among the 'Class-I Local Supplier' will be invited to match the L-1 price subject to the Class-I Local Supplier's quoted price falling within the margin of purchase preference, and contract shall be awarded to such 'Class-I Local Supplier' subject to matching the L-1 price. In case such lowest eligible 'Class-I Local Supplier' fails to match the L-1 price, the 'Class-I Local Supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on, and contract shall be awarded accordingly. In case none of the Class-I Local Suppliers within the margin of purchase preference matches the L-1 price, the contract may be awarded to the L-1 bidder.
  - iii. 'Class-II Local Supplier' will not get purchase preference.
- b. The definitions of 'Class-I Local Supplier', 'Class-II Local Supplier', 'Non-Local Supplier', 'Local Content' and 'Margin of Purchase Preference' are as follows:
  - i. 'Class-I Local Supplier' means a supplier, whose goods and/or services offered for procurement, has local content equal to or more than 50%.
  - ii. 'Class-II Local Supplier' means a supplier, whose goods and / or services, offered for procurement, has 20% or more local content but less than 50%.
  - iii. Non - Local Supplier' means a supplier, whose goods and / or services, offered for procurement, has local content less than 20%. The "Non-Local" Supplier is not eligible to quote.



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

As per the OM dated 04.03.2021, it has been clarified by the Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry that bidders offering imported products will fall under the category of Non-Local Suppliers. They can't claim themselves as Class-I Local Suppliers/Class II Local Suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after-sales service support like AMC/CMC etc. as local value addition. In view of above, "Local content" will not include services such as transportation, insurance, installation, commissioning, training and after-sales service support like AMC/CMC etc. as local value addition.

- v. 'Margin of Purchase Preference' means the maximum extent to which the price quoted by a "Class-I Local Supplier" may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

c. Verification of local content:

- i. The 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. The certificate shall also indicate details of the location(s) at which the local value addition is made.
- ii. Nodal Ministry /CIL may constitute committees with internal and external experts for independent verification of self-declarations / auditor's / accountant's certificates on random basis and in the case of complaints.
- iii. Nodal Ministry / CIL may prescribe fees for such complaints.
- iv. False declarations will attract banning of business of the bidder or its successor(s) for a period upto two years in line with clause 35.3 of ITB, along with such other actions as may be permissible under law.
- v. A supplier who has been debarred by any procuring entity for violation of above Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

d. Reciprocity Clause [Clause 10 (d) of PPP-MII Order 2017]:

- i. When a Nodal Ministry / Department identifies that Indian suppliers of an item are not allowed to participate and / or to compete in procurement by any foreign government, due



to restrictive tender conditions which have direct or indirect effect of banning Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to procuring entity under their administrative control for appropriate reciprocal action.

- ii. Entities of countries which have been identified by the Nodal ministry /department as not allowing Indian Companies to participate in their Government procurement for any item related to that Nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that Nodal Ministry / department except for the list of items published by the Ministry / Department permitting their participation.
- iii. The term “entity” of a country shall have the same meaning as under the FDI policy of DPIIT as amended from time to time.
- iv. Further, vide OM No. P-45021/52/2019-PP(BE-II) dated 13.03.2020 of the Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry, GOI, the following has been communicated with regard to Clause-10(d) of PPP-MII Order 2017:
  - a. It is clarified that if a country does not procure globally particular sector, Indian manufacturers are being excluded in that particular country and the reciprocity clause as per clause 10(d) of PPP-MII Order 2017 may be invoked.
  - b. Clause-10(d) of the PPP-MII Order 2017 may be invoked when restrictive practices are employed which have a direct or indirect effect of barring Indian companies from participating in Public Procurement of any country. These include not allowing participation of foreign companies in general and Indian companies in specific in Public Procurement; insistence on restrictive conditions such as registration in the procuring country / execution of projects of specific value in the procuring country etc.

## 15. Auto Extension of Critical Date

If number of bids received online is found to be less than 03 (three) on end date of bid submission then the following critical dates of the Tender will be automatically extended for a period of 04 (four) days of the following dates-

- Last date of submission of Bid.
- Date of Opening of Tender.

If any of the above extended Dates falls on Holiday i.e. a non-working day as defined in the e-Procurement Portal then the same is to be rescheduled to the next working day.

**Notes:** The validity period of tender shall be decided based on the final end date of submission of bids.

16. Each Bidder shall submit only one Bid, either individually, or as a proprietor, or as a partner in a partnership firm or as a Company registered under Companies Act. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor or in cases of alternatives that

have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

#### **17. 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 have direct or indirect financial and managerial control in any of them; or
- c) 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
- d) In case of a holding company having more than one Subsidiary/Sister Concern having common business ownership/management only one of them can bid. Bidders must proactively declare such sister/common business/management in same/similar line of Business;

All such Bidders having a Conflict of interest, shall be disqualified.

#### **18. Site Visit:**

The bidder may request for the site visit post the publication of this tender document and before the last date of the bid submission to acquaint themselves with the location identified by Company/Subsidiary.

#### **19. Taxes and Duties:**

All duties, taxes [excluding Goods and Services Tax (GST) and GST Compensation Cess, if applicable only] and other levies, royalty, building and construction workers cess (as applicable in States) payable by the bidder/contractor under the contract, or for any other cause as applicable on the last date of submission of bid, shall be included in the rates, prices and the total bid price submitted by the bidder. Applicable GST either payable by bidder or by company under reverse charge mechanism shall also be furnished by the Bidder in the BOQ sheet.

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

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



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

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

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

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

If Company/Subsidiary fails to claim Input Tax Credit (ITC) on eligible Inputs and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier/vendor of goods and services in incorporating the tax invoice issued to Company/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 rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

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

## **20. Cost of Bidding:**

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

## **21. Technical Specifications:**

The tenderer shall closely study all specifications in detail, which govern the rates for which he is tendering.

The provisions as contained in the Section 3 – “Technical Scope & Specifications” shall be applicable for the bid.

**22. Currencies of Bid and Payment:**

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

**23. Commencement of Work or Zero Date:**

The date of commencement or Zero Date shall be reckoned from the expiry of 15 days from the issue of letter of acceptance or date of handing over the site or the date of execution of agreement whichever is later.

**24. Deployment of Manpower and Machineries:**

The tenderer(s) will deploy sufficient number and size of infrastructure / equipment / machineries / gadgets / vehicles and the technical/ supervisory/expert personnel required for execution of the work.

**25. Change in Constitution of the Contracting Agency:**

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

**26. Canvassing in Tender:**

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

**27. Letter of Acceptance (LOA)/Work Order/Agreement:**

The Bidder, whose Bid has been accepted, will be notified the award of contract on-line on the e-procurement portal on his personalized dash-board prior to expiration of the bid validity period. On issuance of Letter for Acceptance (LOA)/Work Order of the tender issued by the Company, Performance Security Deposit (PSD) must be submitted by the contractor within 21 days of issuance of work order/LOA, failing which the award of work shall be cancelled and the Bidder will be banned for 01(One) year from being eligible to submit Bids in Company/Subsidiary and its subsidiaries. In case of consortium, the banning shall also be applicable to all individual partners of the consortium.

On receipt of Letter for Acceptance (LOA)/Work Order of the tender issued by the Company, the successful tenderer shall execute contract agreement in the company's prescribed form for the due fulfillment of the contract. Failure to enter into the required contract within the specified period in the LOA/work order shall entail cancellation of LOA/work order and the Bidder will be banned for 01(One) year from being eligible to submit Bids in Company/Subsidiary and its subsidiaries. The written contract to be entered into between the contractor and the company, shall be the foundation of the rights of both the parties and the contract shall not be deemed to be executed until the contract is signed by both the parties i.e. Contractor and the Company.

## **28. Bid Validity:**

The validity period of the tenders shall be **120 (One Hundred Twenty)** days from the end date of bid submission.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The employer's request and the bidder's responses shall be made in writing or by e-mail. A bidder may refuse the request. In case the Bidder refuses the request to extend the period of validity then no banning/ any penal action will be taken against the Bidder. A bidder agreeing to the request will not be required or permitted to modify his bid.

The Bidder shall not, during the said period or within the period extended by mutual consent, revoke or cancel his bid or alter the bid or any terms/conditions thereof without consent in writing of the company. In case the Bidder violates to abide by this, the Company will be entitled to take action as per clause No.27 (Modification and Withdrawal of Bid) of NIT.

## **29. Modification and Withdrawal of Bid:**

Modification of the submitted bid shall be allowed on-line only before the deadline of submission of bid 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. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in this 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.

### **29.1 Standard Operating Procedure for Withdrawal of Bid:**

The system of on-line withdrawal is available on the e-procurement portal upto end date of bid submission, where any bidder can withdraw his/her bid which will attract no penal action from Tender Inviting Authority (TIA) of concerned department.

### **29.2 Acceptance of Withdrawal:**

- (i). In case of withdrawal of bid by any bidder after end date of submission of bid a letter shall be sent by registered post/speed post in the address as available on the portal. The bidder has to confirm the withdrawal by sending a letter by Regd. Post/Speed post addressed to the Tender Inviting Authority. In case of non-receipt of any letter from the Bidder regarding withdrawal, the Tender evaluation process will continue as usual.
- (ii). However, if the concerned Bidder is a Partnership firm and if any of the partner wants to dissociate from the Bidding firm, then this would also tantamount to withdrawal of bid and above process of seeking confirmation will be followed by Company/Subsidiary. If the Bidding firm want to deny the dissociation of any of the partners then a legally acceptable document in support of their claim



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duly signed by all the partners of the bidding firm should be sent by Regd Post/Speed Post to Tender Inviting Authority.

Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

If the request of withdrawal is received after opening of bid, the bidder will be banned for one (1) year from being eligible to submit bids in Company/Subsidiary and its subsidiaries.

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

**Note:** The penal action against clauses above will be enforced from the date of issue of such order.

- (iii). CIL reserves the right to cancel the Tender if offer is withdrawn by any bidder after end date of submission apart from other penal actions as stipulated elsewhere in this document.

### 30. Restriction of bidder from a country which shares a land border with India

- 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 person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-



- a. "Controlling ownership interest" means ownership of or entitlement to more than Twenty Five Percent of shares or capital or profits of the company.
  - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their share holding or management rights or share holders 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 per cent of capital or profits of the ownership.
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen per cent of the property or capital or profits of such association or body of individuals.
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen per cent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An agent is a person employed to do any act for another or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the competent Authority.

**31. Postponement of scheduled date(s):**

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

**32. Public Enterprises preference:**

The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy (Not applicable).

**33. Contract Agreement Document(s):**

This Tender Notice shall be deemed to be part of the Contract Agreement. The "General Terms & Conditions", Additional Terms & Conditions, Special Terms & Conditions(if any), Technical



Specifications, drawings(if any) and any other document uploaded on portal as NIT document forms an integral part of this NIT and shall also form a part of the contract agreement.

#### **34. Subletting of Work:**

No subletting of work as a whole by the contractor is permissible. Permission is required for engagement of Sub-Contractor.

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

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

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

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

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

#### **35. Implementation of CMPF/EPF:**

The tenderer shall have to ensure implementation of CMPF/EPF, if applicable, in respect of the workers deployed by him as detailed in the tender document.

#### **36. Splitting up of the work:**

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

#### **37. Settlement of Disputes:**

Matters relating to any dispute or difference arising out of this tender and subsequent contract Awarded based on this tender, shall be dealt as per Clause titled-'Settlement of Disputes' of the 'General Terms and Conditions' of 'Conditions of Contract' of the tender document.



38. The laws applicable to this contract shall be the laws in force in India. The Courts at Ranchi where the subject work is executed, or High Court of Jharkhand shall have exclusive jurisdiction in all matters arising under this contract.

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

**40. Integrity Pact (applicable):**

The bidders are requested to go through the integrity pact which is a part of the tender document. Following Independent External Monitor(s) are appointed for this tender, whose contact details are indicated as under:-

Name of IEM(s)	Shri Goddilla Viswanatha Reddy, IFoS (Retd.),	Shri Sadhu Ram Bansal, EX-CMD, Corporation Bank,
E-mail ID	<a href="mailto:gvreddy.rajforests@gmail.com">gvreddy.rajforests@gmail.com</a>	<a href="mailto:sr.bansal123@gmail.com">sr.bansal123@gmail.com</a>

**SD on 16-01-2023**

**General Manager (Civil)/HoD, CCL**



## SECTION - 2

### GENERAL TERMS AND CONDITIONS OF CONTRACT

#### i. DEFINITIONS

- i. The word "Company" or "Employer" or "Owner" or "Central Coalfields Limited" wherever occurs in the conditions, means "Central Coalfields Limited", represented at the headquarters of the Company by the Chairman cum Managing Director or his authorized representative or any other officer specially deputed for the purpose.
- ii. The word "Principal Employer" or "Engineer-in-Charge" or "Engineer" wherever occurs, means the authorized representative or any other officer specially deputed by the Company for the purpose of contract.
- iii. The word "Contractor"/"Contractors" or "Agency(ies)" wherever occurs means the successful Bidder/Bidders who has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or company, as the case may be.
- iv. "The Site" shall mean the site of the contract work including land and any building and erections thereon and any other land allotted by the company for contractor's use in the performance of the contract.
- v. The term "sub-contractor", as employed herein, includes those having a direct contract with contractor either on piece rate, items rate, time rate or on any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplied materials.
- vi. "Consulting Engineer/Consultant" shall mean any firm or person duly appointed as such from time to time by the owner.
- vii. 'Accepting authority' shall mean the management of the company and includes an authorised representative of the company or any other person or body of persons empowered in this behalf by the company.
- viii. A 'Day' shall mean a day of 24 hours from midnight to midnight.
- ix. Engineer-in-Charge/Officer-in-charge/Designated Officer-in-charge who is of an appropriate seniority will be responsible for supervising and administering the contract, certifying payment due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. Engineer-in-Charge/Officer-in-charge/Designated Officer-in-charge may further appoint his representatives i.e. another person/ Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under the Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned will be that of the Engineer-in-Charge/Officer-in-charge/Designated Officer-in-



charge of the Company.

- x. The 'contract' shall mean the notice inviting tender, the tender as accepted by the company and the formal agreement executed between the company and the contractor together with the documents referred to therein including conditions of contract, special conditions, if any, specifications, designs & drawings including those to be submitted during progress of work, scope of work, billing schedule/schedule of quantities with rates and amounts. Until the formal agreement is signed between the owner and Contractor, LOA/Work Order together with Contract Document, shall constitute the Contract.
- xi. The 'works' or 'services' shall mean the work to be performed by the Contractor pursuant to the Contract, as detailed in the Bidding Documents, Agreement or Contract
- xii. "Specification" shall mean the technical specifications forming a part of the contract and such other schedules and drawings as may be mutually agreed upon.
- xiii. 'Contract price' shall mean the total sum for which tender is accepted by the company.
- xiv. 'Written notice' shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the corporation/Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- xv. "Letter of Acceptance" or "Letter of Award" or "LOA" of the tender shall mean the official notice issued by the company notifying the contractor that his tender has been accepted.
- xvi. "Date of Contract" shall mean the date on which both the parties have signed the contract agreement.
- xvii. "Contractor's Works" shall mean the place of work used by the Contractor, their collaborators or sub-contractors for the performance of the works.
- xviii. "Inspector" shall mean the Owner or any person nominated by the Owner from time to time, to inspect the equipment stores or Works under the contract and/or the duly authorized representative of the owner.
- xix. 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-in-Charge.
- xx. "Performance and Guarantee Tests" shall mean all operation checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristics as specified in the contract document.
- xxi. "Commercial Operation" shall mean the condition of operation in which the complete equipment covered under the contract is officially declared by the owner to be available for continuous operation upto and including rated capacity. Such declaration by the owner however, shall not relieve or prejudice any of the contractor's obligation under this contract.



- xxii. "Final Acceptance" shall mean the owner's written acceptance of the works performed under the contract, after successful completion of performance and guarantee tests.
- xxiii. Party means Company/Subsidiary or Bidder, as the case may be, and "Parties" means both of them.
- xxiv. "Guarantee Period/Maintenance Period" shall mean the period during which the contractor shall remain liable for repair or replacement of any defective part of the works performed under the contract.
- xxv. "Codes" shall mean the following, including the latest amendments, and/or replacements, if any:
  - (a) Standards of Bureau of Indian Standards relevant to the works under the contract and their specifications.
  - (b) Other Internationally approved Standards and/or rules and regulations touching the subject matter of the contract.
    - (i) A.S.M.E. Test codes.
    - (ii) A.I.E.E. Test codes.
    - (iii) American Society of Materials Testing Codes.
    - (iv) Indian Electricity Act and Rules and Regulations made thereunder.
    - (v) Indian Explosive Act and Rules and Regulations made thereunder.
    - (vi) Indian Petroleum Act and Rules and Regulations made thereunder.
    - (vii) Indian Mines Act and Rules and Regulations made thereunder.
  - (c) Any other laws, rules, regulations and Acts applicable in the country with respect to labour, safety, compensation, insurance etc.
- xxvi. Words importing singular only shall also include the plural and vice-versa where the context so requires.
- xxvii. Scheduled Commercial Operation Date ("SCOD") or "Training Commencement" shall be within 7 months from the date of signing of the contract
- xxviii. Words importing "Person" shall include firms, companies, corporations, and associations or bodies of individuals, whether incorporated or not.
- xxix. "Commissioning" the plan/project shall mean completion in all respects of construction rendering the plan/project ready for performance test and commercial operation/training.
- xxx. "Government Approvals" shall mean all permits, licenses, authorizations, consents, clearances, decrees, waivers, privileges, approvals from and filing with government instrumentalities necessary for the development, construction and operation of the plant/project.
- xxxi. "Month" shall mean a calendar month according to the Gregorian calendar.
- xxxii. "Bank Guarantee" shall mean the Bank Guarantee to be provided by the Bidder in favour of Company/Subsidiary shall be operative in RANCHI.
- xxxiii. Bid/ offer/ proposal shall mean the proposal of the bidder submitted in response to the bid document issued by the company i.e. Company/Subsidiary

## ii. CONTRACT DOCUMENTS

The following documents shall constitute the contract documents:

- i. Articles of Agreement,
- ii. Notice Inviting Tender,
- iii. Letter of Acceptance of Tender
- iv. Conditions of contract, including general terms and conditions, additional terms and conditions, technical terms and conditions, erection terms and conditions, documents related to quality assurance, Integrity Pact, special conditions, if any etc. forming part of the Agreement,
- v. Specifications, where it is part of Tender Documents,
- vi. Performance Security Deposit in the form Bank Guarantee as mentioned elsewhere in the NIT,
- vii. Scope of works/Bills of quantities/schedule of works/quantities,
- viii. Certificate of registration as per statutory requirements under Goods and, Services Tax Registration, Contract Labour License, Electrical Contractor License etc. as may be applicable

It is further agreed upon that the Contract Documents set out in Clause 2.0 above are deemed to be incorporated in this Contract by way of reference

- 2.1 After acceptance of tender the Contractor shall be deemed to have carefully examined all Contract Documents to his satisfaction. If he shall have any doubt as to the meaning of any portion of the Contract Documents, he shall before signing the Contract, set forth the particulars thereof, and submit them to the Owner in writing in order that such doubt may be removed. The Owner will provide such clarifications as may be necessary in writing to the Contractor. Any information otherwise obtained from the Owner or the Engineer-in-Charge shall not in any way relieve the Contractor of his responsibility to fulfill his obligations under the Contract.
- 2.2 The Contractor shall enter into a Contract Agreement with the Owner within 21 (twenty-one) days from the date of issuance of "LOA" or within such extended time as may be granted by the owner. The performance Bank Guarantee for the proper fulfillment of the contract shall be furnished by the contractor in the prescribed form within twenty one (21) days of issuance of LOA by the successful bidders. The performance Guarantee shall be as per terms prescribed in the General Terms and Conditions of this tender.
- 2.3 The owner, after the issue of LOA of the Tender, will send one copy of the final agreement to the contractor.
- 2.4 The Agreement, unless otherwise agreed to, shall be signed within 21 days from the date of issuance of LOA', at the office of the owner on a date and time to be mutually agreed. The contractor shall provide for signing of the contract, performance guarantee in copies as required, appropriate power of attorney and other requisite materials. In case it is agreed mutually that the contract is to be signed beyond the stipulated time, the bid guarantee submitted with the tender will have to be extended accordingly.
- 2.5 The agreement will be signed in six originals and the contractor shall be provided with one



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

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

2.7 The laws applicable to this contract shall be the laws in force in India. The Jharkhand High Court shall have exclusive jurisdiction in all matters arising under this contract.

### **3.0 CONTRACT PERFORMANCE SECURITY DEPOSIT**

3.1 Security Deposit shall consist of two parts:

a) Performance Security Deposit in the form of Bank Guarantee to be submitted at award of work.

b) Retention Money to be recovered from running bills.

This shall bear no interest or any other compensation by whatever name called.

3.2 Performance Security should be 5% of contract amount and should be submitted by the successful bidder within 21 days of issue of LOA in the form of a Bank Guarantee as per the format specified in the Tender document from any scheduled commercial bank acceptable to the owner. Bank guarantee issued by out station bank shall be operative at their local branch at RANCHI. The BG shall contain complete postal address, telephone number, fax number and email address of both out station bank issuing the BG as well as its local operating branch.

Performance Security Deposit (PSD) as Bank Guarantee, shall be in paper form on behalf of the Contractor in favour of "Central Coalfields Limited, Ranchi" as well as issued under "Structured Financial Messaging System (SFMS)". Format for Bank Guarantee from a Schedule Bank shall be as provided at Appendix-02 of the Tender.

Such Performance Security in the form of a BG is to be held by the Owner in lieu of cash as security for the Contractor's obligation under the Contract and due discharge of Contractor's liabilities under and/ or arising out of the Contract, provided that nothing herein stated shall make it incumbent upon the Owner to utilize the Performance Security in preference to any other remedy which the Owner may have, nor shall be construed as confining the claims of the Owner against the Contractor to the quantum of the Performance Security.

Issuing Bank should send the underlying confirmation message in IFN760COV or IFN767COV message type for getting the BG advised through our Bank. Also issuing Bank should mention "CCL80288731402" in field no. "7037" of IFN760COV or IFN767COV. The message will be sent to the beneficiary Bank through SFMS. The details of beneficiary Bank for issue of BG through SFMS Platform is furnished below:



Name of Bank: State Bank of India  
Branch: SME Branch, Doranda, Ranchi - 834002  
IFSC Code: SBIN0009620  
Account No. 10106155123  
Customer ID: 80288731402

GSTIN of Company/Subsidiary is XXXXXX

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 and the bidder will be banned for one (1) year from being eligible to submit bids in Company/Subsidiary and its subsidiaries.

- 3.3. Retention Money should be deducted at 5% from running bills. Total of performance security and Retention Money should not exceed 10% of contract amount or lesser sum indicated in the bid document.
- 3.4. The Bank Guarantee shall be valid till three month beyond the expiry of Contract and shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respect of the contract.
- 3.5. The Guarantee amount shall be payable to the Employer without any condition whatsoever.
- 3.5 The Contract Performance Guarantee is intended to secure the performance of the entire Contract. However it is not construed as limiting the damages stipulated in the bidding documents.
- 3.6 All Bank Guarantees are to be submitted in the format prescribed by the company in bid document. Bank Guarantee shall be irrevocable, and it shall be from any scheduled commercial bank acceptable to the owner. The BG issued by outstation Bank shall be operative at its local branch at RANCHI.
- 3.7 The Company shall be at liberty to deduct/appropriate from the Performance Security Deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the Performance Security Deposit in the form of Bank Guarantee shall have to be restored by Contractor subsequently.
- 3.8 Without prejudice to any other right or remedy available to the Owner, the Owner may at any time and from time to time before completion of the works under this Contract require the Contractor by notice in writing to renew/extend the Performance Security Deposit in the form of bank guarantee for such period(s) as the Owner may deem fit, and upon such request, the Contractor shall renew/extend the Performance Security Deposit in the form of bank guarantee for the required period(s), and without prejudice to any other right or remedy under the Contract, and unless the Owner shall not have



required such renewal, the Owner shall be entitled to encash and appropriate the Performance Security Deposit in the form of bank guarantee if not renewed at least 14 (fourteen) days prior to the date of expiry thereof during the subsistence of this Contract.

#### **4.0 ASSIGNMENT AND SUBLETTING OF CONTRACT**

- 4.1 The contractor shall specify the works to be executed by sub-contractors and shall get it approved by the Owner. The responsibility for all sub-contract work rests with the prime contractor. The total value of subcontracted work should not exceed 50% of the total contract value. Sub-contracting may be for specialized items of work, such as civil, electrical & cloud management etc. Procurement of material, hiring of equipment or engagement of labor will not mean sub-contracting. The services related to imparting training shall not be sublet in any circumstances. Sub-contracting by the Contractor without the approval of the owner shall be a breach of contract.
- 4.2 The Contractor shall not be allowed to sub-Contract works in any manner to any third-party without the written approval of the Owner and, if provided that the sub-Contractor / sub-vendor is from a country which shares a land border with India, approval shall not be given unless such Contractor is registered with the competent Authority. Provided that such consent shall not relieve the Contractor from any liability or obligation under the Contract and it shall be responsible for the acts, default and neglects of any sub-Contractor, its agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, its agents, servants or workmen.
- 4.3 In the event of the Contractor proposing a sub-Contractor for any part of the works after execution of the Contract, it shall submit to the Owner for approval the details of the sub-Contractors. The Contractor shall ensure that only competent and resourceful agencies with proven track records and performance of executing works in accordance with standard and good industry practices shall be engaged as its sub-Contractors. The Contractor will submit the requisite credentials of the agency(ies) it proposes to engage as sub-Contractor sufficiently in advance to the Owner. The details so furnished by the Contractor shall be reviewed by the Owner. In case the agency(ies) proposed by the Contractor are not considered acceptable, the Contractor will be required to furnish credentials of an alternate agency(ies) for approval of the Owner. Based on the review and assessment, the agency(ies) shall either be approved or rejected by the Owner within [21 (twenty one)] days of furnishing of their credentials by the Contractor.
- 4.4 At the commencement of every month the Contractor shall furnish to the Owner a list of all sub-Contractors engaged by the Contractor during the previous month with the particulars of the general natures of the sub-contract or works undertaken by them.
- 4.5 The Owner shall also be provided with copies of the sub-Contracts the Contractor so executes with such sub-Contractors. The Contractor shall remain solely responsible for the quality and



proper and expeditious execution of the works and the performances of all the conditions of the Contract in all respect as if such sub-Contracting had not taken place, and as if such works has been done directly by the Contractor.

4.6 Following scope of jobs shall not be allowed to sub-contracted and shall be retained with the Contractor and performed by the Contractor in all cases:

- (a) Safety compliance with all jobs;
- (b) Planning, scheduling and monitoring activities;
- (c) Quality control and quality assurance activities; and
- (d) Total project management.

## **5.0 PATENT RIGHTS AND ROYALTIES**

5.1 Royalties and fees for patent covering materials, articles, apparatus, devices, equipment or processes used in the works shall be deemed to have been included in the contract price. The contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the owner indemnified in that regard. The contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patent involved in the supply, and, in case of an award of damages, the contractor shall pay for such award. In the event of any suit or other proceedings instituted against the owner, the same shall be defended at the cost and expense of the contractor who shall also satisfy/comply and decree, order or award made against the owner. Final payment to the contractor by the owner will not be made while any such suit or claim remains unsettled.

## **6.0 TIME - THE ESSENCE OF CONTRACT**

- 6.1 The date of commencement shall be reckoned from the expiry of 21 days from the issue of LOA. The timeline for completion of contract shall be 6 years and 7 months from date of start of training or such extended period at the sole discretion of Company/Subsidiary.
- 6.2 The contractor shall submit a detailed plan within 21 days of issuance LOA consisting of adequate number of activities covering various key phases of the works such as design, establishment, set up of cabin, erection, and other activities.
- 6.4 Subsequent to the award of the contract, the contractor shall make available to the engineer-in-charge, a detailed training Programme, in line with the agreed contract. Such Training Programme shall be reviewed, updated and submitted to the Engineer-in-Charge/Officer-in-Charge, as may be mutually agreed upon.

## **7.0 CONTRACT PRICE**

- 7.1 The lump sum prices quoted by the contractor in his bid with additions and deletions as may be agreed before signing of the contract, for the entire scope of the work of the project as per this tender document



## **8.0 HANDLING OF DOCUMENTS / CONFIDENTIALITY**

- 8.1 The Owner and the Contractor/Sub-Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract.
- 8.2 The Owner shall not use such documents, data and other information received from the Contractor for any purpose other than the scope of this tender document. Similarly, the Contractor shall not use such documents, data and other information received from the Owner for any purpose other than the scope of this tender document as are required for the performance of the Contract.
- 8.3 The obligation of a party under above sub-clauses, however, shall not apply to that information which now or hereafter enters the public domain through no fault of that party can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 8.4 The above provisions of this GCC Clause shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.
- 8.5 The provisions of this GCC clause shall survive termination, for whatever reason, of the Contract.
- 8.6 The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with this engagement are fully aware that the Indian Official Secrets Act 1923 (XIX of 1923) applies to them and shall continue to apply even after the execution of such work(s) under the Contract.

## **9.0 DEDUCTIONS FROM CONTRACT PRICE**

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



by Company/Subsidiary or other subsidiaries of Company/Subsidiary and in the event of any shortfall, the contractor shall be called upon to pay the same on demand.

## **10.0 DEMURRAGE, WHARFAGE, ETC.**

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

## **11.0 INSURANCE**

- 11.1 The contractor shall arrange, secure and maintain insurance as may be necessary and for all such amounts to protect his interests and the interests of the owner, against all risks as detailed herein in the joint names of the Owner and the Contractor with the condition that payments against all claims shall be payable by insurers to the owner. All premiums and other charges of the said insurance policies shall be paid by the contractor. The form and the limit of such insurance, as defined herein together with the under-writer thereof in each case shall be acceptable to the owner. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage on comprehensive all risks basis at all time during the period of contract shall be that of the contractor alone. The contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations.
- 11.2 Any loss or damage to the equipment, during handling, transporting, storage and erection, shall be to the account of the contractor. The contractor shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the portion of the works damaged or lost. The contractor shall provide the owner with a copy of all insurance policies and documents taken out by him in pursuance of the contract. Such copies of document shall be submitted to the owner immediately after such insurance coverage. The contractor shall also inform the owner in writing at least sixty (60) days in advance, regarding the expiry, cancellation and/or change in any of such documents and ensure revalidation/renewal, etc. as may be necessary well in time.
- 11.3 The risk that are to be covered under the insurance shall include, but not be limited to, the loss or damage in transit, storage at site, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, etc.
- 11.4 All costs on account of insurance liabilities covered under the contract will be on contractor's account and will be included in contract price. However, the owner may from time to time, during the pendency of the contract, ask the contractor in writing to limit the insurance coverage risks and in such a case, the parties to the contract will agree for a mutual settlement for reduction in contract price to the extent of reduced premium amounts.

## **12.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION**



- 12.1 Liquidated damages for delay in commencement of training or achieving COD shall be as per the provisions laid down in Section 5 of this tender document.

### **13.0 CONTRACTOR'S DEFAULT**

- 13.1 The Owner may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the contract in whole or part (at the option of the Owner), if:
- a. the Contractor fails to perform any other obligation(s) under the Contract
- 13.2 The aforementioned right of termination shall be without prejudice to any other rights and remedies that the Owner has under the Contract or in law including but not limited to claiming liquidated damages on account of delay of commencement of training. Further any termination of the Contract shall be without prejudice to any rights and remedies that have accrued prior to the termination of the Contract.
- 13.3 The termination of the contract under this clause shall not entitle the contractor to reduce the value of the performance bank guarantee nor the time thereof. The performance guarantee shall be valid for the full value and for the full period of the contract including guarantee period.

### **14.0 FORCE MAJEURE**

- 14.1 Force majeure is herein defined as any cause which is beyond the control of the contractor or the owner as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:
- (a) Natural phenomena, including but not limited to floods, draughts, earthquakes and epidemics:
  - (b) Acts of any government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,

Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

- 14.2 (a) The successful bidder / contractor will advise, in the event of his having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the company.
- (b) For delays arising out of Force Majeure, the bidder/ contractor will not claim extension in completion date for a period exceeding the period of delay

attributable to the causes of Force Majeure and neither company nor the bidder shall be liable to pay extra costs (like increase in rates, remobilization advance, idle charges for labour and machinery etc.) Provided it is mutually established that the Force Majeure conditions did actually exist.

- (c) If any of the Force Majeure conditions exists in the place of operation of the bidder even at the time of submission of bid he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.
  - (d) An event of Force Majeure shall not relieve the Affected Party from liability for an obligation which arose before the occurrence of such event of Force Majeure, nor does the event which affect the obligation to pay money in a timely manner which matured prior to the occurrence of such event.
  - (e) The Contractor has no entitlement and the Owner has no liability for: (i) any costs, losses, expenses, damages or the payments of any part of the Contract Price during the event of a Force Majeure; (ii) any delay costs incurred by the Contractor due to an event of the Force Majeure.
  - (f) A Force Majeure event affecting a portion of work shall not excuse the Contractor's failure to timely complete the unaffected portions of the work.
- 14.3 The contractor or the owner shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after contractor's performance of his obligations has been delayed for other causes.
- 14.4 If the performance of the Contract is substantially prevented, hindered or delayed for a continuous period of more than 60 (sixty) days on account of one or more Force Majeure events during the subsistence of the Contract, the Parties will attempt to develop a mutually satisfactory solution, failing which either the Contractor or the Owner may terminate the Contract by giving a notice to the other.
- 14.5 In the event there arises a disagreement in good faith about the existence or occurrence of a Force Majeure event, such dispute shall be finally settled in accordance with the Settlement of Disputes clause of this tender document, provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the person claiming relief on account of such Force Majeure event

## **15.0 DELAYS BY OWNER OR HIS AUTHORISED AGENT**

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



## **16.0 EXTENSION OF DATE OF COMPLETION**

- 16.1 On happening of any events causing delay as stated hereinafter, the contractor shall intimate immediately in writing the Engineer-in-charge :
- a. due to any reasons defined as Force Majeure
  - b. non-availability of stores which are the responsibility of the owner to supply
  - c. non-availability or breakdown of tools and plant to be made available or made available by the owner
  - d. any other causes which, at the sole discretion of the company is beyond the control of the contractor
- 16.2 A "Hindrance Register" shall be maintained by both the Company and the Contractor at site to record the various hindrances, as mentioned above, encountered during the course of execution.
- 16.3 The contractor may request the company in writing for extension of time within 14 days of happening of such event causing delay stating also, if practicable, the period for which extension is desired. The company may, considering the eligibility of the request, give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor in writing by the company through the Engineer-in-charge within 1 month of the date of receipt of such request. The contractor shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer-in-Charge/Officer-in-charge.
- 16.4 Provisional extension of time may also be granted by the Engineer-in-Charge/Officer-In-charge during the course of execution, on written request for extension of time within 15 (fifteen) days of happening of such events as stated above, reserving the company's right to impose/ waive liquidated damages at the time of granting final extension of time as per contract agreement.
- 16.5 In case the Contractor does not apply for grant of extension of time within 15 (fifteen) days of hindrance occurring in execution of the work and the Company wants to continue with the work beyond the stipulated date of completion for reason of the work having been hindered, the Engineer-in-charge at his sole discretion can grant provisional extension of time even in the absence of application from the Contractor. Such extension of time granted by the Engineer-in-charge is valid provided the Contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to Company's right to levy compensation under the relevant clause of contract.

## **17.0 TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT**

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



- a. makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer-in-Charge/Officer-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/Officer-in-charge, then on the expiry of the period as may be specified by the Engineer-in - charge in a notice in writing  
or
  - c. fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by the Engineer-in-Charge/Officer-in-charge in a notice in writing  
or
  - d. shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for the company.  
or
  - e. Shall try to obtain a contract with the company by way of ring tendering or other non-bonafide method of competitive tendering.  
or
  - f. transfers, sublets, assigns the entire work or any portion there of without the prior approval in writing from the Engineer -in-charge. The Engineer-in-charge may by giving a written notice, cancel the whole contract or portion of it in default.
- 17.2 The owner shall in such an event give fifteen (15) days notice in writing to the contractor of his decision to do so.
- 17.3 The contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to the work terminated and terms satisfactory to the owner, stop all further sub- contracting or purchasing activity related to the work terminated, and assist the owner in maintenance, protection, and disposition of the works acquired under the contract by the owner.
- 17.4 The contract shall stand terminated under the following circumstances unless the owner is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in the case of partnership the surviving partners, are capable of carrying out and completing the contract and the owner shall in any way not be liable to payment of any compensation to the estate of deceased contractor and/or to the surviving partners of the contractor's firm on account of the termination of the contract.:
- a. If the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of insolvency act for the time being in force, or makes any conveyance



or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any insolvency act.

- b. In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the company, if any.
  - c. If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 days.
  - d. On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.
- 17.5 If the contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies, then unless the owner is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in the case of partnership the surviving partners, are capable of carrying out and completing the contract the owner shall be entitled to cancel the contract as to its in complete part without being in any way liable to payment of any compensation to the estate of deceased contractor and/or to the surviving partners of the contractor's firm on account of the cancellation of the contract.
- The decision of the owner that the legal representatives of the deceased contractor or surviving partners of the contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the owner shall not hold the estate of the deceased contractor and / or the surviving partners of the estate of the deceased contractor and / or the surviving partners of the contractor's firm liable to damages for not completing the contract.
- 17.6 On cancellation of the contract or on termination of the contract, the Engineer-in-charge shall have powers
- a. To take possession of the site and any materials, constructional plant, implements, stores, etc. thereon.
  - b. 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, as applicable, at the disposal of the employer.
- or
- ii. 20% of value of incomplete work (Contract Value minus already executed value of the work).

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/Officer-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/Officer-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.

- 17.7 **Suspension of work** - The company shall have power to suspend the progress of the work or any part thereof and the Engineer-in-Charge/Officer-in-charge may direct the contractor in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the contractor, or for proper execution of the work for reasons other than any default on the part of the contractor, or on ground of safety of the work or part thereof. In the event of suspension for reason other than any default on the part of the contractor, extension of time shall be allowed by the company equal to the period of such suspension. Any necessary and demonstrable costs incurred by the contractor as a result of such suspension of the works will be paid by the owner, provided such costs are substantiated to the satisfaction of the engineer-in-charge. The owner shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the contractor or his sub-contractor.

The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor. In the event of termination or suspension of the contract, on account of default on the part of the contractor, as narrated hereinbefore, the security deposit and other dues of this work or any other work done under this company shall be forfeited and brought under the absolute disposal of the company.



The said amount shall be recovered without prejudice to any other right or remedy available to the employer as per law or as per agreement

- 17.8 Foreclosure of contract in full or in part - If at any time after acceptance of the tender, the company decides to abandon or reduce the scope of the work for any reason whatsoever the company, through its Engineer-in-Charge/Officer-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.

#### **18.0 NO WAIVER OF RIGHTS**

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

#### **19.0 CERTIFICATE NOT TO AFFECT RIGHT OF OWNER AND LIABILITY OF CONTRACTOR**

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

#### **20.0 GRAFTS AND COMMISSIONS ETC.**

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



shall then be entitled to deduct the amount so payable from any moneys otherwise due to the contractor under the contract.

## **21.0 LANGUAGE AND MEASURES**

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

## **22.0 RELEASE OF INFORMATION**

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

## **23.0 CONSTRUCTION OF THE CONTRACT**

- 23.1 In case owner hands over his equipment to the contractor for executing, then the contractor shall at the time of taking delivery of the equipment/ despatch documents be required to execute an indemnity bond in favour of the owner in the form acceptable to the owner for keeping the equipment in safe custody and to utilize the same exclusively for the purposes of the said contract.
- 23.2 The contract shall in all respects be construed and governed accordingly to Indian Laws.
- 23.3 It is clearly understood that the total consideration for the contract (s) has been broken up into various components only for the convenience of payment of advance under the contract (s) and for the measurement of deviations or modifications under the contract (s).

## **24.0 ENFORCEMENT OF TERMS**

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

## **25.0 ENGINEER-IN-CHARGE 'S DECISION**

- 25.1 In respect of all matters which are left to the decision of the engineer-in-charge including the granting or withholding of the certificates, the engineer-in-charge shall, if required to

do so by the contractor give in writing a decision thereon.

- 25.2 If in the opinion of the contractor, a decision made by the engineer-in-charge is not in accordance with the meaning and intent of the contract, the contractor may file with the engineer-in-charge within fifteen (15) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as acceptance of the engineer-in-charge's decision and the decision shall become final and binding.
- 25.3 The engineer-in-charge's decision and the filing of the written objection thereto shall be a condition precedent to the right to any legal proceedings. It is the intent of the agreement that there shall be no delay in the execution of the works and the decision of the engineer-in-charge as rendered shall be promptly observed.

## **26.0 POWER TO VARY OR OMIT WORK**

- 26.1 No alterations, amendments, omissions, suspensions or variations of the works (hereinafter referred to as 'Variation') under the contract as detailed in the contract documents, shall be made by the contractor except as directed in writing by the engineer-in-charge, but the engineer-in-charge shall have full power subject to the provision hereinafter contained from time to time during the execution of the contract, by notice in writing, to instruct the contractor to make such variation without prejudice to the contract. The contractor shall carry out such variation and be bound by the same conditions as far as applicable as though the said variation occurred in the contract documents. If any suggested variation would, in the opinion of the contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the contract, he shall notify the engineer-in-charge thereof in writing and the engineer-in-charge shall decide forthwith, whether or not the same shall be carried out and if the engineer-in-charge confirm his instructions, contractor's obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the contract price as the case may be.
- 26.2 In the event of the engineer-in-charge requiring any variation, such reasonable and proper notice shall be given to the contractor to enable him to work his arrangements accordingly, and in cases where goods or materials are already prepared or any design, drawings or pattern made or work done requires to be altered, a reasonable and agreed sum in respect thereof shall be paid to the contractor.
- 26.3 In any case in which the contractor has received instructions from the engineer-in-charge as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the contractor, involve a claim for additional payments, the contractor shall immediately and in no case later than thirty (30) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the engineer-in-charge to that effect. But the engineer-in-charge shall not become liable for the payment of any charges in respect of any such variations, unless the instructions for the performance of the same shall be confirmed in writing by the engineer-in-charge.

- 26.4 If any variation in the works, results in reduction of contract price, the parties shall, agree, in writing, so to the extent of any change in the price, before in contractor proceeds with the change.
- 26.5 In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the engineer-in-charge shall prevail.
- 26.6 Notwithstanding anything stated above in this clause, the engineer-in-charge shall have the full power to instruct the contractor, in writing, during the execution of the contract, to vary to quantities of the items or groups of items. The contractor shall carry out such variations and be bound by the same conditions, as though the said variations occurred in the contract documents. However, the contract price shall be adjusted at the rates and the prices provided for the original quantities in the contract.

## **27.0 DEFENCE OF SUITS**

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

## **28.0 LIMITATIONS OF LIABILITIES**

Except in case of Criminal Negligence or Willful Misconduct,

(i) Notwithstanding anything herein to the contrary, no party shall be liable for any indirect, special, punitive, consequential or exemplary damages, whether foreseeable or not, arising out of or in relation to this contract, loss of goodwill or profits, lost business however characterized, any/or from any other remote cause whatsoever.

(ii) The Contractor shall not be liable to the owner for any losses, claims, damages, costs or expenses whatsoever arising out of or in connection with this contract in excess of the contract value of the work which caused such losses, claims, damages, costs or expenses.

(iii) However, the limitation of liability of the contractor indicated above shall not apply to liquidated damages.

## **29.0 MARGINAL NOTES**



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

### **30.0 TAXES, PERMITS & LICENCES**

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

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

CIL is entitled to avail Input Tax Credit on account of: CGST, SGST/UTGST, IGST and GST Compensation Cess, as applicable for indigenous product/imported products. Hence set off allowed against CGST, SGST/UTGST, IGST and GST Compensation Cess as per relevant rules/act. Contractor shall submit relevant document as desired by Company/Subsidiary at the time of supply, along with the bills/invoice as per relevant rules for enabling Company/Subsidiary to claim Input tax credit benefit.

- 30.2 The Company shall deduct Income Tax as per prevalent rate from time to time as per the provisions of the Income tax Act, 1961 of India.

### **31.0 PAYMENT**

- 31.1 The payment to the contractor for the performance of the works under the contract will be made by the owner as per the guidelines and conditions specified in this tender. All payment made during the contract shall be on account payments only. The final payment will be made on completion of all the works and on fulfillment by the contractor of all his liabilities under the contract. The paying authority will be GM (Finance), CCL or his authorized representatives.

The payment to the contractor will be made through Electronics Mode.

### **32.0 CURRENCY OF PAYMENT**

All payments under the contract shall be in Indian Rupees only.

### **33.0 DUE DATES FOR PAYMENT**

Owner will make progressive payment as and when the payment is due as per the terms of payment. The Contractor shall raise monthly bills on the basis of number of hours of training given multiplied by rate per hour of training. Payment will become due and payable



by the owner within thirty (30) days from the date of receipt of contractor's bill/invoice/debit note by the owner, provided the documents submitted are complete in all respects.

### **34.0 TERMS OF PAYMENTS**

- 34.1 The Contractor shall submit monthly claims/ bills for payment on account of work done after proper scrutiny and certification of the same by the Employer.

All such payments shall be made by the Employer online within a month from the date of the submission of claims/bills. Payment will also be governed by the General Terms & Conditions of Contract. Any sum due from the Contractor shall be deducted from the first or next subsequent on account of payments as the case may be.

In case of payments to Consortium, Company/Subsidiary may release payment to the Lead Partner.

All payments under the contract shall be in Indian Rupees only.

In the event, tax invoices issued by the contractor are not uploaded on the common GST portal in a time manner resulting in denial of credits in the hands of the employer, the employer shall be at liberty to withhold so much of the amounts from the subsequent payments due to the contractor.

#### **34.2 Payment Procedure**

Subject to any deduction which the Employer may be authorized to make under this Contract, and or to any additions or deductions provided for this Contract, the Contractor shall be entitled to payment as follows:

- I. All payments shall be made in Indian Rupees (INR), unless otherwise specified in the LOA/Contract Agreement. All payment shall be made on the basis of actual measurement for the quantified items as per schedule of works.
- II. The Contractor shall submit the Tax Invoice for claim in three copies with relevant GST details and all supporting documents as per the Contract condition to the Employer. After due verification and recommendation, the Employer shall process verified bills for release of payment. Payments shall be released in 30 (Thirty) days by RTGS/ NEFT or any other mode as communicated by the Employer from date of submission of clear invoice.
- III. The Contractor shall submit the Tax Invoice for the work executed showing separately GST and any other statutory levies in the Tax Invoice.
- IV. Any discrepancy and delay, which result in demurrage and other charges for the consignment (for incomplete/incorrect documentation) will be to the account of the Contractor. All the formalities for custom clearance are in the Contractor's scope.
- V. All taxes and deductions shall be applicable as per prevailing statutory rules and provisions in force.
- VI. In case the Contractor fails to submit the invoice with all the required documents to process payments, the Employer reserves the right to hold the payment of the Contractor against



such invoices.

### **35.0 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 /Officer-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 Dealing Department of Company/Subsidiary. 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 AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) 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 2021).

#### **35A. 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 relevant clause in this tender document.

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 CMD of Company/Subsidiary / 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 CMD of Company/Subsidiary / 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 CMD of Company/Subsidiary / 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 2021, 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/Consortium:

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

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

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

**38.0 Accommodation, Site Office, Electricity, Water Etc.**

- a. The successful Bidder shall arrange accommodation, security etc. of its own for its establishment and manpower. The employer shall not provide any land for setting up of



labour camp and the Contractor shall make his own arrangements. However, Company may provide accommodation, if available, on chargeable basis on request made in writing by the Contractor.

- b. Subject to availability, the employer may allot at his own discretion and convenience, land for the construction of Contractor's site office, godowns, workshop and assembly yard near the site. Allotment of such land shall not confer any tenancy rights to the Contractor. The Contractor shall construct and maintain the same at his cost. All these temporary works shall be well ventilated, lighted and provided with water, electricity and sanitary arrangement with the approval of Engineer-In-Charge.

The Contractor shall remove immediately on completion of the work such buildings and make good, to the satisfaction of EIC, all the damages sustained.

The Contractor shall not use the land for any purpose other than that for or in connection with the contract.

- c. It will be the responsibility of Contractor, to whom the work would be allotted, for making other arrangements at their own cost.
- d. Electric power may be made available for the work by the employer at one point within the site or near the site on conditions as specified:

The Contractor shall arrange at his own cost necessary cabling/wiring, switch board, switch gear etc and shall be responsible for the safe maintenance.

Distribution arrangement shall be done by the Contractor at his cost as per approved layout. Distribution arrangement shall be shifted and rerouted at the Contractor's cost during execution of work, if same is required for continuation of work or for any unforeseen reason.

The Contractor shall install metering devices for recording of energy consumption. Tariff will be deducted as per Company rules. No extra payment will be made and no extension of time period will be allowed on account of power failure or delay in providing of power due to non-availability of such facility near the site. No idle wages will also be allowed on this ground.

The Contractor shall remove immediately on completion of the work such distribution system and all installations and make good, to the satisfaction EIC, all the damages sustained.

The Contractor shall employ certified and licensed electrician for carrying out the work and its maintenance.

- e. Drinking water will be provided free of cost by Company at one point. Distribution to required places will be the responsibility of Contractor. The employer doesn't guarantee uninterrupted supply. It will be incumbent on the Contractor to make alternative arrangement for drinking water at his own cost.

### **39. Provision Related to Employment of Labour, Payment of wages and Provident Fund Deduction:**

The Contractor shall comply with statutory requirements under Contract Labour (Regulation & Abolition) (CL R&) Act and its amendments, if any, and also obtain labour license.



The Contractor shall not engage any person of less than 18-year age. The Contractor shall not engage any females during night hours as required by relevant law.

The Contractor/Contractors shall not pay less than the wages as per applicable laws.

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

The Contractor will pay Bonus to his workers in accordance with the Payment of Bonus Act, 1965 and as amended from time to time.

The Contractors shall register themselves on the Contract Labour Payment Management Portal (CLPMP) of Company/Subsidiary within 30 days of issue of work order and will have to enter and update periodically the following details in the portal:

a. Work order details

b. Details of Contractor Workers and payment of wages in respect of each Work Order each month.

The Contractor/ Contractors shall make necessary payment of the Provident Fund for the workmen employed by him for the work as per the laws prevailing. The Contractor shall regularly deposit the contribution in accordance with such scheme. The company shall have no liability whatsoever in this regard.

The contractor should issue Identity Card to the workmen deployed by them with photograph duly attested by him which the employee shall always carry with him while on work and produce for Inspection whenever required.

The 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, Motor Vehicle Act, Workermen's Compensation Act, Labour Laws, Insurance etc. and shall be fully responsible and liable for the due observance of the same. The company shall have no responsibility / liability whatsoever on these accounts. The contractor shall fully indemnify the Company against any claim/dispute/reference Award, etc. arising out of the same.

The contractor shall make timely payment of all salary /wages/ dues to his employees and shall also provide all benefits to his employees as per various Acts/ Rules, Regulation, Orders applicable to the work.

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

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

#### **40.0 Discrepancies in Contract Documents & Adjustments Thereof**



- 40.1** In the event of varying or conflicting provision in any of the document(s) forming part of the contract, the Accepting Authority's decision/clarification shall hold good with regard to the intention of the document or contract as the case may be.
- 40.2** Any error in description, quantity or rate in Bill of Quantities or any omission there from, shall not vitiate the contract or release the contractor from discharging his obligations under the contract including execution of work according to specifications forming part of the particular contract document.

### SECTION – 3

(Item no. 01: Safety Excellence Centre at Rajrappa Safety Excellence Centre, CCL)

#### TECHNICAL SCOPE AND SPECIFICATIONS

##### 1. Introduction

CIL and its subsidiaries plans to upgrade & modernize vocational training centers (VTCs), design and implement suitable training programs geared towards providing safety-oriented skill development to primarily non-executive employees of CIL, and its subsidiaries, and any other manpower endorsed by CIL and its subsidiaries. These centers shall act as Safety Excellence Centers (SECs) for CIL and its subsidiaries. The project is envisaged to be implemented across all the subsidiaries of CIL. The detailed scope of the work is provided in this section.

##### 2. Broad Outline of Envisaged Scope for Implementing Agency:

- a. The scope of the implementing agency shall be the end-to-end setup, operation and maintenance of excellence center at the location identified by Company/Subsidiary in this tender document. The land compound on which the excellence center shall be housed, shall be provided by Company/Subsidiary.

Or else

**The bidder may opt to run the excellence centre (fully or partly) in the Building or its parts provided by the CCL at Rajrappa Area in “as is where as basis” having approximate carpet area of 3000 sqms. The Plan of the building is attached in Appendix 17. The implementing agency has to pay rent for the used Area from this building for set up of excellence centre. Rent charges @ Rs. 1 per anum shall be recovered from the bills. Day to day repair and routine maintenance of rented area shall be done by implementing agency and no extra charge shall payable by CCL for the same.**

**Land of approx. 2000 sqm Area is also available near the building.**

**At the end of contract period/engagement period, the implementing agency shall handover the building or its part so rented to CCL in the state it received from CCL at time of start of the commissioning phase.**

**Rent charges shall not cover Electricity charges. It shall be paid extra.**

- b. The bidder may request for the site visit post the publication of this tender document and before the last date of the bid submission to acquaint with the infrastructure being provided by Company/Subsidiary.
- c. The excellence center shall have facilities for assessment (pre- & post-training), training facilities aided by smart-classrooms, simulators and other audio-visual aids. The aim of the training curriculum shall be ‘safety-oriented skill development’ for non-executive manpower of Company/Subsidiary. Each of the major facilities envisaged by Company/Subsidiary has been captured in the following part of this tender.



- d. The selected Bidder shall be required to ensure the infrastructure readiness for the training program including but not limited to construction, establishment or renovation of the required infrastructure and deployment of required resources including human resources, tools and equipment for the operations of the Safety Excellence Center.

### 3. Duration of Engagement

The duration of engagement of the successful bidder would be for six (6) years and seven (7) months from the date of signing of the Contract Agreement and handover of encumbrance-free site by Company/Subsidiary. The successful bidder shall be required to commission the facility within seven (7) months of handover of site. Any delay in commissioning of the facility shall attract appropriate Liquidated Damage (LD) charges as defined in this tender document. The operation and maintenance of the facility shall be for six (6) years from the successful commissioning of the facility. Post the duration of engagement, the bidder is envisaged to handover the land to Company/Subsidiary in the state it received from Company/Subsidiary at time of start of the commissioning phase. The duration of engagement may be extended further at the sole discretion of the Owner.

### 4. General Scope of Work

- a. The Implementing Agency is required to undertake the responsibility for establishment, operation, maintenance and management of the center in accordance with applicable laws (including environment laws), safety requirements, security obligations and good industry practices and operate the Safety Excellence Center (SEC) (in conformance with the extant laws including those under the DGMS) and take the responsibility of the daily functioning of the facility by incurring the recurring costs.
- b. The selected Bidder shall be responsible for all aspects of the training including center readiness, quality of training delivery, assessment and outcomes required from the training.
- c. The training programs under the Safety Excellence Center shall be non-residential in nature. The operational hours of the center shall be from 9.00 a.m. to 5 p.m. including 1 hour of lunch break for 6 days a week excluding 1 weekly day of rest and holidays. These timings shall be adhered to unless specified by Company/Subsidiary under special conditions. The batch schedule, composition and the type of training to be provided to the concerned batch shall be provided by Company/Subsidiary at least 7 days in advance of the commencement of the concerned batch.
- d. The Safety Excellence Center shall cover a cumulative carpet area of 3000 sq.m (As per Drawing attached). Each of the modules, except the Learning Management System Module, shall be housed in portable cabins customized based on requirements of the modules. The cumulative carpet area of each of the portable cabins shall be assessed to arrive at the total envisaged carpet area of the Safety Excellence Center. Facilities housing the physical assets related to the E-learning Module and Learning Management System



Module shall not be considered towards the cumulative carpet area as defined in this clause. Each facility for Assessment, E-Learning and Smart Classroom should be able to accommodate a minimum of 30 nos. of personnel to be trained. The facilities should have adequate infrastructure as defined in this tender document with comfortable environmental conditions. The successful bidder shall keep provisions and support integration with potential third-party services, if and as applicable.

**The bidder may opt to run the excellence centre (fully or partly) in the Building or its parts provided by the CCL at Rajrappa Area in “as is where as basis” having approximate carpet area of 3000 sqms. The Plan of the building is attached in Appendix 17. The implementing agency has to rent the required Area from this building for set up of excellence centre. Rent charges @ Rs. 1 per anum shall be recovered from the bills. Day to day repair and routine maintenance of rented area shall be done by implementing agency and no extra charge shall payable by CCL for the same.**

**Land of approx. 2000 sqm Area is also available near the building.**

**At the end of contract period/engagement period, the implementing agency shall handover the building or its part so rented to CCL in the state it received from CCL at time of start of the commissioning phase**

**Rent charges shall not cover Electricity charges. It shall be paid extra.**

- e. The bidder shall arrange electrical appliances and fittings including but not limited to, lighting arrangement, fans, air conditioners, power back-ups (for 8 hours), surge protectors, lightning arrestors, etc. The civil work related to setting up of earthing systems shall be in the scope of the bidder. The bidder shall also arrange adequate power sources inside the portable cabins to cater to the training equipment, wherever applicable. All wirings, equipment, fittings etc. should be ISI/ISO certified. The facilities of air conditioners, lighting etc. should be extended to the trainees during training only and must not be misused during non-training hours.
- f. The bidder shall arrange adequate furniture including but not limited to ergonomically designed seating arrangement, desks and other furniture as required for the Safety Excellence Center.
- g. The bidder shall arrange for internet connectivity having adequate bandwidth for video conferencing with any remote location of Company/Subsidiary's offices, for conduction of smart classroom from other training centers of Company/Subsidiary and any other purposes as required by the scope of work as in this tender document.
- h. The bidder shall also deploy suitable surveillance systems in form of Closed-Circuit Television (CCTV) arrangement. Company/Subsidiary may at its discretion ask in writing any recordings, or any part thereof, of the CCTV footage without assigning any reason whatsoever.



- i. It is the responsibility of the bidder to arrange for accommodation, food and travel related facilities to the manpower deployed by the bidder at the center. Company/Subsidiary shall be solely responsible for the arrangement of transportation to and from the center for the trainees, food arrangements of trainees and accommodation requirements of the trainees, as applicable.

## 5. Assessment Module

- a. Assessment shall be carried out for each person of each batch with focus on the relevant skill set of the trainee being assessed. The scope of the current module is provided herewith.
- b. The Assessment Module is envisaged to be administered to each trainee for a total of 2 times during a course of training at the facility – one pre-training and another post-training. The assessment shall be computer-based and bilingual in nature viz., both in Hindi and English, being provided on screen on a random basis, without any manual intervention. Questions can be of two natures only – multiple choice questions or true/false questions. Each multiple-choice question shall have 4 options out of which 1 shall be the correct option. The responses of all the questions shall be evaluated on real-time for correctness and the correct option displayed before moving on to the following question.
- c. The Assessment Module should have the provision of automatic and intelligent monitoring of the trainee during the online assessment duration. Once the assessment has commenced, the module should not allow to toggle or open any other window or any other application, unless the trainee completes or aborts the assessment. The application should have a dynamic time ticker which would flash on the page of the assessment till the duration is over.
- d. The computer-based assessment software should support standard features such as display of name of trainee, detailed bilingual instruction before commencement of the assessment, time left, marking and unmarking of answer options, switching between the two bilingual options, provision for enlargement of font, on-screen navigation buttons and prompt for submission of each question/answer. Provision should be provided for speech/audio playback of the on-screen content so as to increase accessibility.
- e. The typical questions of the assessment shall be derived from the syllabus of each of the category of trainees/employees as defined in this tender document. Each assessment session shall have 30 nos. of questions. The total time for one assessment session is envisaged to be of 75 minutes for the questions and answers and an additional 15 minutes before the start of the assessment for bilingual display/vocal instruction to the trainee. The question bank of the Assessment Module shall be shared with Company/Subsidiary post signing of the Contract Agreement and mutually agreed upon before the commissioning date of the project. Assessment shall be conducted before the training process and after the training process to indicatively gauge the impact of training.

- f. The questions of each of the category of employees/trainees are envisaged to cover the following sections.

Sl. No.	Assessment Area of each Category	Nos. of Questions
1	Understanding of processes and equipment requirement to complete tasks of that particular category	5
2	Preparation of the machine, auxiliaries, pre-start inspection etc. for task completion	5
3	SOP/COP/Safety Management Plan (SMP) to relevant for particular category of manpower	5
4	Frequently made mistakes and pitfalls for task completion	10
5	Ensuring of completion of post operations activities like inspection, storage and maintenance, as applicable	5
6	Occupational health and safety	10
7	Total	30

- g. The Assessment Module shall be instrumental in determining the performance improvement of the training imparted under the conditions of this tender document. The minimum passing criteria for each of the candidates taking the Assessment Module shall be as below.

Sl. No.	Percentage of marks obtained during Pre-Training Assessment	Percentage of marks obtained during Post-Training Assessment	Completion of Pathway ('Pathway' as defined in this tender document)
1	Greater than or equal to 75%	Greater than or equal to 90%	Yes
2	Greater than or equal to 75%	Less than 90%	No
3	Less than 75%	Greater than or equal to 75%	Yes
4	Less than 75%	Less than 75%	No

- h. On completion of assessment of candidates post training, the Assessment Module shall have provisions of gathering feedback from the candidates covering the quality of course material, instructor(s), level of interaction etc. for each of the Modules in this tender document. Such feedback shall have not less than 10 different questions with rating options on a 5-point scale. The results of such feedback shall be transferred to the Owner without any modification/tampering along with monthly invoice submission. The content of the Assessment Module, Mechanical & Electrical Simulation Lab Module and the E-Learning Module may be modified based on inputs from the feedback and mutual agreement between the Owner and the Bidder.

- i. While the assessment is envisaged to be conducted on local LAN, data of test results should be transferred to the Learning Management System/central server at the end of each assessment for monitoring purposes.
- j. The portable cabin customized for housing the assessment module shall have 30 nos. of desktop computer systems with arrangements for uninterrupted power with adequate back-up systems, lighting, air conditioners and other relevant electrical appliances and fittings. There must be suitable furniture for the infrastructure and adequate space must be provided between two adjacent seats.
- k. The minimum system requirement for computer equipment to be engaged for the Assessment Module are as follows.

Sl. No.	Item	Minimum Specifications
1	Screen Resolution	1024 X 768
2	Screen Size	At least 15-inch monitor or higher
3	Operating System	Windows 10 or higher version with appropriate Service Pack
4	RAM	8 GB or higher
5	Processor	CPU Speed: 1.5 GHz or above

- l. The minimum system requirement for local server equipment to be engaged for the Assessment Module are as follows.

Sl. No.	Item	Minimum Specifications
1	Processor	CPU Speed: 1.5 GHz or above
2	RAM	8 GB or higher
3	Screen Resolution	1024 X 768
4	Operating system	Compatible for trainees' systems as client meeting the performance criteria
5	Performance Criteria	Must support 50 clients without any perceivable degradation in performance. All mouse/key clicks to be recorded for each client system with time stamp for record keeping purposes. Response time for question/page loading must be less than one second. All responses to be acted upon in real time

## 6. E-Learning Module

- a. The successful bidder shall be responsible for end-to-end activities associated with E-learning instructional design, user interface design and course development. The detailed scope under the E-learning Module is provided in the current section.
- b. The bidder shall develop E-learning modules/tutorial that is self-explanatory and educative at the level of the non-executive employees of Company/Subsidiary towards whom the

training is envisaged to be imparted. The E-learning modules shall be developed through active consultation with Company/Subsidiary's stakeholders post signing of the Contract Agreement and before the commissioning of the Safety Excellence Centre. The content of the course shall be primarily derived from the syllabus referred to in this tender document. The language of the courses under the E-learning Module shall be bilingual in nature – Hindi and English.

- c. Each of the E-learning courses shall be of 8-hour duration for each category of manpower as defined in this tender document. These courses can be a mix of animations, presentation with voice or lecture by an expert, SOP/COP/Safety Management Plan (SMP) etc. There must be at least 40 percent of screen time for animated videos and a post-course summative on-screen assessment for each of the E-learning courses in the Module. The rest of the course may be original footage from Company/Subsidiary's sites and interview with Company/Subsidiary's nominated personnel having subject expertise in the concerned course.
- d. The animated videos of the E-learning courses shall be interactive in nature on different levels as defined below. The level of interaction for each category is also defined below.

Sl. No.	Level of Interaction	Indicative Content Type	Targeted Category of Manpower
1	Level 1	Case study, gamified learning	Dumper Operators
2		Advanced 3D simulations, audio and video	Shovel Operators
3		Highly interactive and engaging like game-based e-learning	Dozer Operators
4		May include multiple characters, and typically audio. Video is typically re-purposed for inclusion	Dragline Operators
5		Representative Examples: Full on-screen simulations that allow learners to enter data into fields, single player game elements etc.	Underground Machine Operators Longwell Crew Drillers (Underground and Opencast)
6	Level 2	Use of scenarios as analogies and basic animations	All other categories of manpower as defined in this tender document barring the categories included in in Level 1 Level of Interaction
7		2D graphics, animation and option of audio narrative	
8		Engagement achieved through point and click, drag/drop, etc.	
9		Use of typically 1-2 character(s) and typically audio. Video is typically re-purposed for inclusion	
10		Representative Examples: Drag and drop exercises	

		Matching exercises Scenario-based multiple-choice questions Simple application simulations that replicate a process or procedure Simple animated graphics	
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- e. The assessment envisaged in this module shall be built into the E-learning course for each particular category shall have the provision of automatic and intelligent monitoring of the trainee during the online assessment duration. Once the assessment has commenced, the module should not allow to toggle or open any other window or any other application, unless the trainee completes or aborts the assessment.
- f. The typical questions of the assessment shall be derived from the syllabus of each of the category of trainees as defined in this tender document. Each assessment session shall have 25 nos. of questions. There shall be no time limit for answering any of the questions in this Module. The question bank shall be shared with Company/Subsidiary post signing of the Contract Agreement and mutually agreed upon before the commissioning date of the project.
- g. Questions in the assessment of E-learning Module can be of two natures only – multiple choice questions or true/false questions. Each multiple-choice question shall have 4 options out of which 1 shall be the correct option. The responses of all the questions shall be evaluated on real-time for correctness and the correct option displayed before moving on to the following question.
- h. The questions of each of the category of trainees are envisaged to cover the following sections.

Sl. No.	Assessment Area in E-learning Course of each Category	Nos. of Questions
1	SOP and COP to complete specific task	5
2	Frequently made mistakes and pitfalls for task completion	10
3	Common probable accidents for specific category of work	10
4	Total	25

- i. The successful bidder, apart from the functionalities mentioned above, shall also coordinate, integrate and update contents in the Learning Management System. The bidder shall also be responsible for deployment of regular updates and release solutions. The successful bidder shall keep provisions and support integration with potential third-party services, if and as applicable.
- j. The tentative system configuration for computer equipment to be engaged for the E-Learning Module are as follows:

Sl. No.	Item	Minimum Specifications
1	Screen Resolution	1024 X 768
2	Screen Size	At least 15-inch monitor or higher
3	Operating System	Windows 10 or higher version with appropriate Service Pack
4	RAM	8 GB or higher
5	Processor	CPU Speed: 1.5 GHz or above
6	Browser Settings	Java script enabled Pop-up blocker enabled Proxy disabled

It is to be noted that the specifications of computer equipment are provided only for representative purposes to denote the typical equipment on which the E-learning Modules are envisaged to be accessed from. Company/Subsidiary at its discretion may instruct the Implementing Agency to hold E-learning Module sessions on the 30 nos. computer systems provided in the Assessment Module.

## 7. Smart Classroom Module

- The successful bidder shall be responsible for setting up, operation and maintenance of the Smart Classroom Module the detailed scope of which is provided in the current section.
- The successful bidder should be able to provide integration of smart board – projector system and the digital podium- computer- speaker system in such a manner that an effective two-way audio-video solution is provided for classroom lectures and interaction. The bidder shall be able to arrange for annual maintenance of the integrated AV solution developed and installed.
- The bidder has to provide an interactive whiteboard/whiteboard with interactive device, an ultra-short throw, wall mounted projector, sound system/ audio system etc. in each of the smart classroom setups. The setup required for smart classroom has been bifurcated as per the requirement of Teacher Location and Remote Classroom Location and defined as below.

Sl. No.	Teacher Location(s)	Remote Classroom Location(s)
1	Smart interactive whiteboard	Projector Screen
2	Projector	Projector
3	Computer/Laptop	Computer/Laptop
4	Display Screens	Hand-held Cordless Microphone
5	Collar Microphone	Amplifier
6	Hand-held Cordless Microphone	Speakers
7	Amplifier	Echo Cancellation Audio Device
8	Speakers	PTZ 1080p HD resolution video camera
9	Echo Cancellation Audio Device	E-classroom participant license

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10	PTZ 1080p HD resolution video camera	
11	E-classroom host software	

- d. The location of the Smart Classroom Modules shall be setup in multiple locations at defined in the below table. The objective shall be to conduct remote classes by faculty in one location and the trainees in another location with two-way seamless communication.

Sl. No.	Type of Location	Locations	Minimum Sitting Capacity
1	Teacher Location	Safety Excellence Center at location as defined in this tender document	30 nos. with adequate space between two seats
2	Remote Classroom Location	1. CCL HQ, Ranchi 2. Amrapali and Chandragupta Area 3. Kathara Area	Sitting arrangement, classroom, civil infrastructure and related facilities will be provided by Company.

- e. The specification of the interactive whiteboard/whiteboard with interactive device is as defined below.

Sl. No.	Item	Minimum Specifications
1	Active Size	Minimum 77/78" diagonal or above
2	Technology	Infrared or latest technology
3	Board surface	Scratch resistant, Solid surface; maintenance free, Compatible with ink marker, any object touch
4	Aspect Ratio	4:3 or 16:9 or 16:10
5	Writing Tools	Pen/ stylus/ finger
6	Active Area	Minimum active diagonal length of 2000 mm
7	Resolution	8000*8000
8	Operating system compatibility	Compatible with Windows XP or higher operating system and compatibility with Linux Operating System
9	Computer Interface	Standard one USB
10	Power	Through USB Port
11	Annotation software	Annotation software shall include features like draw, pens, annotate, erase, color, shapes, sizes, text, edit, fonts, stamp, move, capture picture, video, save, rotate, undo, image gallery, print, floating keyboard and background etc.

The specifications of the server for interactive board are as follows.

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Sl. No.	Item	Minimum Specifications
1	Processor	CPU Speed: 1.5 GHz or above
2	RAM	8 GB or higher
3	Screen Resolution	1024 X 768
4	Operating system	Compatible for trainees' systems as client meeting the performance criteria
5	Performance Criteria	Must support 50 clients without any perceivable degradation in performance. All mouse/key clicks to be recorded for each client system with time stamp for record keeping purposes. Response time for question/page loading must be less than one second. All responses to be acted upon in real time

- f. The specifications of the projector system to be provided is given below.

Sl. No.	Item	Minimum Specifications
1	Type	Ultra-Short Throw including interactive projector
2	Projection System	DLP
3	Native Resolution	WXGA (1280X800)
4	Brightness	5000 AL or higher
5	Contrast Ratio	10000:1
6	Aspect Ratio	4:3, 16:9, 16:10 and other prominent Aspect Ratios
7	Lamp Life	3500 Hours
8	Remote Control	Full Function remote control unit for projector (To be supplied along with the projector)
9	Video compatibility	PAL, SECAM, NTSC, HDTV, DTV
10	Wireless Connectivity, storage and LAN	Multimedia Projector with wireless connectivity between PC and Projector, Storage media port and wireless LAN connectivity

- g. The audio systems used for the Smart Classroom Module shall have minimum specifications of 4.1 Digital Surround System with wall mounting capability. The rest of the equipment required for successful implementation of this module shall be of good quality and shall be ISI/ISO certified equipment.
- h. The virtual smart classroom platform shall have the following minimum specifications.

Sl. No.	Item	Details
1	System Compatibility	Operating system agnostic i.e., should be compatible on Windows, Linux, iOS, Android and all other major operating systems
2	Device Compatibility	Computers, laptops, smart phones, tablets etc.

3	Network Compatibility	Agnostic in nature i.e., compatible with LAN, broadband, data cards etc.
4	Scalability	Scalable up to 10 on-screen participant locations
5	Content sharing	Files, applications, presentation sharing to trainees
6	Platform Compatibility	Microsoft Teams, Zoom, Skype, Webex or any other contemporary platforms

## 8. Mining Operations Simulator Module

- The simulators should be designed for training in opencast mining conditions and delivering the highest level of fidelity through advanced display, feedback and measurement systems intended to provide a trainee with maximum skills transfer in a safe learning environment. The center is envisaged to consist of 2 nos. of simulators with specifications defined in this tender document.
- The simulators shall be oriented towards training of HEMM operators and shall be programmed to evaluate reaction towards emergency situations that may arise in an opencast mechanized coal mine including, but not limited to, collision, fall of equipment, fire hazard, etc. along with general operations of each of the HEMMs.
- 1 no. simulator is envisaged to cater to dumper and mining tipper operators dedicatedly. The other 1 no. simulator is envisaged to cater to excavator, dozer grader and payload operators as may be the case. The interchanging of the different simulation courses shall be achieved through suitable conversion kit which shall be part of the current Module.
- Each of the simulator shall have an operator station and an instructor station. The operator station console shall be based on actual equipment, as applicable. The console shall have provisions to emulate actual equipment response and characteristics of the following type and capacity.

Sl. No.	Simulator	Type of Equipment	Model & Capacity of Equipment
1	Simulator no. 1	Dumpers	CAT777D/ CAT 777 E (100 T) BH 100(100T) BH 60 M (60 T) CAT 773 E (60T) HD 465-7 (60T)
2	Simulator no. 2	Shovel	195 BE (10 CuM) M182 MARION (10 CuM) P&H 1900 AL (10 CuM) WK 12-C (10 CuM) 6018 ACFS (10 CuM) Ex 1200 VC, 6.5 CuM EKG 5A (5 CuM) BE 1000 (5.0 CuM) CK 300 (2.7-4 cuM)

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			ZX 650 HBE (3.8 CuM)
3	Simulator no. 2	Dozer	CAT D 11-T (850 HP) WD 600-3 (460 HP) 834 KC (460 HP) BD 355 (410 HP) BD 155 (320 HP)
4	Simulator no. 2	Drill	IDM 70 (250 MM) RECP 750 (250 MM) IDM 30 (160 MM) RECP 650 (160 MM)
5	Simulator no. 2	Water Sprinkler	HM 1035 (28 KL) BEML WS 28 (28KL)
6	Simulator no. 2	Motor Grader	BEML, GD 825/BG 825 (280 HP)
7	Simulator no. 2	Loader	CAT, 988 H (6.4 CUM) WA 800 (10 CUM)
8	Simulator no. 2	Crane	TIL, OTG RT 880, 75T TIL, RT 990, 80T TIL, OCT 870, 70T TIL, RT 760 60T TIL, RT 740B, 40T ESCORT, RT 40, 40T TIL ATC, 12.5 T ACE, 12T ESCORTS C-8/HYDRA-8 (8T) ACE, 8T
<p>Note: Simulation for each of the type of equipment and corresponding capacity of equipment shall be achieved through suitable number of conversion kits. The Bidder shall maintain all the conversion kits at the site.</p>			

- e. Each of the simulator is envisaged to have 6 degrees of freedom (6-DOF) along with motion platform attached to the operator station. Simulator no. 1, catering to dumper operators, shall possess seamless curved 180-degree projection display system. Simulator no. 2, catering to excavator and dozer operators shall possess seamless curved 180-degree projection display system and vertical seamless curved projection vertical to emulate the view below the excavator/dozer simulator.
- f. The virtual environment shall be photo-realistic virtual surface mine environment that replicates site specific mining conditions, code of traffic, and operating situations. The virtual environment shall consist of a complete opencast mechanized coal mine, including but not limited to the following, pit area, multiple dump areas, crusher area, maintenance workshop, administration building etc. The virtual mine software must have at least 30% of its total layout adopted from Company/Subsidiary's own selected mine site. The selected mine site shall be intimated to the successful bidder within 15 days of the signing of the Contract Agreement.

- g. The training scenarios for each category of HEMM shall cover all kind of relevant scenarios found in a coal mining mine. Each person covered under this module is envisaged to be provided with 4 hours of training. The trainee shall be evaluated on the following evaluation criteria during the simulator training.

Sl. No.	Evaluation Criteria (non-exhaustive and indicative in nature)	Dumper	Excavator	Dozer	Grader	Payloader
1	Execution Time: Time taken by the operator to complete a particular task	✓	✓	✓	✓	✓
2	Fuel Consumed	✓	✓	✓	✓	✓
3	Machine Positioning error	✓	✓	✓		
4	Bucket Positioning error		✓			
5	Average Dumping distance	✓				
6	Off route driving	✓			✓	✓
7	Cycle time		✓			✓
8	Bucket travel		✓			
9	Bucket Slams		✓			
10	Digging error (on the wrong side of the bench, over digging, undercutting etc.)		✓			
11	Number of collisions (with Berm, Cabin, Other vehicles, property etc.)	✓	✓	✓	✓	✓
12	Dumping Idle time	✓				
13	Speed limit exceeded	✓				✓
14	Hydraulic lock not applied	✓	✓	✓	✓	✓
15	Parking of equipment	✓	✓	✓	✓	✓
16	Discharging of load in safe manner	✓				

The list of evaluation criteria shall be shortlisted and finalized by the successful bidder in consultation with the Owner's nominated personnel post the signing of the Contract Agreement and before the date of commissioning.

- h. Each of the simulator shall also have their own instructor station provided with a minimum of 20-inch LED monitor and other suitable requisite hardware for the instructor to control the training session. The operator station shall have the capability to execute the following, but not limited to, during a simulation session.

Sl. No.	Item
1	Creation of a local database of operator where operator performances can be stored
2	Selection of training and operation scenario
3	Selection of time of day and environmental conditions such as rain, fog, dust, etc.

4	Changing of weather conditions, time of day etc. during an ongoing session
5	Selection of machine faults such as brake systems failure or engine faults, etc. during an ongoing session
6	Display of the current state of all instruments and controls during simulation session
7	Calibration of operator controls for optimum performance
8	Store and display an event log of trainees' operating procedure violations as they occur
9	Continuous monitoring of the performance of the trainee, achieved by means of real-time graphs, reports and record/playback
10	Storage and printing of detailed, categorized report after each session
11	Replaying of exercises for review and student de-briefing

## 9. Mechanical & Electrical Simulation Lab Module

- a. The Mechanical & Electrical Simulation Lab is envisaged to provide trainees an in-depth working knowledge of tools and equipment associated with the concerned category of trainee. A detailed scope of the Module is provided in this section.
- b. The Mechanical Simulation Lab shall consist of working models of various equipment as listed below.

Sl. No.	Item
1	Gear Machine Arrangement
2	Static Balancing Arrangement
3	Levelling & Alignment Arrangement
4	Hydraulic Circuit Arrangement
5	Pneumatic Circuit Arrangement
6	Pump & Pump Fitting Arrangement
7	Gear & Gear Box Arrangement
8	Model of Different Gear Drives
9	Suspension Gear / Detaching Hook

- c. The Electrical Simulation Lab shall consist of working models of various equipment as listed below.

Sl. No.	Item
1	Electrical starter Arrangement
2	GEB Simulation Arrangement
3	Drill Panel Arrangement
4	Auto Star Delta Arrangement
5	High Tension Motor Starter Arrangement with Vacuum Contact Unit
6	Transformer circuit with Neutral Ground Relay Arrangement
7	Double Drive Starter Arrangement
8	LOTO/ Shutdown Procedure Arrangement
9	Electrical Tools and Tackles

10	Circuit Diagram of the different switches
11	Electrical Layout of typical Opencast and Underground Mines

- d. The current module, other working models as defined in tender document, shall consist of Virtual Reality (VR) based digital mock-up for relevant training to the categories of manpower. The system shall comprise of the VR hardware (helmet mounted displays and motion trackers) and the software for processing and rendering the workplace model as per the Owner's actual workplaces.
- e. The number of VR Head Mounted Display System is envisaged to be 2 nos. The specifications of the VR Head Mounted Display System are provided below.

Sl. No.	Item	Minimum Specifications
1	Screen	Dual AMOLED 3.5-inch diagonal
2	Resolution	1440 X 1600 pixels per eye (2880 X 1600 pixels combined)
3	Refresh Rate	90 Hz
4	Field of View	110 degrees
5	Audio	Hi-Res certificate headset Hi-Res certificate headphone (removable) High impedance headphone support
6	Input	Integrated microphones
7	Connections	USB-C 3.0, Bluetooth, DP 1.2
8	Sensors	Any leading tracking system such as SteamVR Tracking, etc. G-Sensor Gyroscope Proximity IPD sensor
9	Ergonomics	Eye relief with lens distance adjustment Adjustable IPD Adjustable headphone Adjustable head strap
10	Controllers	Multifunction trackpad Dual-stage trigger Menu button Micro USB Port Tracking Sensor Grip Button System Button Status Light  Use per charge: Approx. 6 hours Connections: Micro-USB charging port
11	Tracked requirements	Area Room-scale: Tentative play area of 10 m X 10 m required

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12	Accessories	As applicable to meet above requirements including but not limited to headset cable, power adaptor, base station, link box etc.
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- f. The specification of real time 3D visualization software for the virtual reality training is provided below.

Sl. No.	Technical Specifications
1	Display seamlessly the 3D models in real time to the proposed VR facility (3D HMD - Head Mounded Display)
2	Display of 1:1 scale model or greater without any sort of data conversion or data loss
3	Interaction with model in real time using tracked devices
4	No programming should be required at site. It should be plug and play type system to visualize any model in immersive 3D
5	License of the software shall be covered under the total period of engagement under this tender
6	The training workplace (play area), tools and tackles and other equipment used in the VR 3D visualization software shall be customized to Owner's requirement and based on actual layouts of specific areas at Owner's site.

- g. The training scenarios to be covered under the Virtual Reality setup shall be actual workplace scenarios involving various equipment as listed below.

Sl. No.	Item
1	Electrical starter Arrangement
2	GEB Simulation Arrangement
3	Drill Panel Arrangement
4	Auto Star Delta Arrangement
5	High Tension Motor Starter Arrangement with Vacuum Contact Unit
6	Transformer circuit with Neutral Ground Relay Arrangement
7	Double Drive Starter Arrangement
8	LOTO/ Shutdown Procedure Arrangement
9	Electrical Tools and Tackles
10	Circuit Diagram of the different switches
11	Electrical Layout of typical Opencast and Underground Mines
12	Gear Machine Arrangement
13	Static Balancing Arrangement
14	Levelling & Alignment Arrangement
15	Hydraulic Circuit Arrangement
16	Pneumatic Circuit Arrangement
17	Pump & Pump Fitting Arrangement
18	Gear & Gear Box Arrangement
19	Model of Different Gear Drives
20	Work at Height Arrangement

- h. The current Module is envisaged to be instructor led training for specific categories of manpower. The total time covered under this module for each person is envisaged to be 4 hours. The trainees shall be trained through a blended program of instruction, working on model arrangements and virtual reality as described in this Module. The objective of this Module shall be to provide an experience of working with the typical tools and equipment under supervision of an expert trainer.

## 10. Experiential Safety Training Module

- a. The Experiential Safety Training Module consists of two components covering training and awareness of general safety across operations in opencast as well as underground mining operations. The current Module is envisaged to be of 3 hours for each person. The detailed scope of the two components – Fire Fighting Simulator, Safety Equipment Exhibition Hall are provided in the current section.
- b. Fire Fighting (FF) Simulator: The FF simulator should have the facility to simulate computer-controlled fires, corresponding to the likely fires that may occur in a mining scenario. Standard patterns of fire for general fire, electrical fire, oil fire etc. should be generated using simulations. The simulator should allow the trainees to realistically respond, and attempt fighting/extinguishing the fire/flames. Portable fire extinguishers encountered in a typical mine should be made available to the trainees. The simulator should be able to control the simulated fire based on the response or attempt of the trainees to fight/extinguish the fire/flames.
- c. Safety Equipment Exhibition Hall: The arrangement shall be aimed towards awareness of different Safety Equipment to be used for different tasks relevant to a mine site. The arrangement shall consist of Safety Equipment as defined below. The models shall be in glass encasings and shall have adequate space between them.

Sl. No.	Items
1	Video wall display Smart TV unit (65" size) with sitting arrangement of 15 persons
2	Flame Safety Lamp with dark room and gas chamber
3	Cap Lamp with Flexible cable for miners' cap lamps, Miners' cap lamp assemblies (incorporating Lithium Ion batteries) and Miners' cap lamp batteries (Lithium Ion type)
4	Tub Couplings, haulage rope samples
5	Carbon Monoxide Detector, Methanometer and Multi-Gas Detector
6	Dust Sampler (GDS, PDS)
7	Protective Footwear
8	Helmets, including Welding Helmets, Smoke helmets & apparatus serving same purpose
9	Respirators and Breathing apparatus

10	Dust Masks
11	Safety goggles
12	Safety Jackets (Fluorescent, Fire proof etc.)
13	Hand gloves (different types)
14	Shin protection guard
15	Earmuffs, ear plugs
16	Friction Props and Prop Setting Devices
17	Hydraulic Roof Support
18	Link Bars
19	Self contained Self-Rescuers
20	PPE and Gadgets related to Work at Height
21	Different types of Fire Extinguishers
22	Roof bolting and anchorage testing machines including cement/resin capsules
23	Man locaters using RFID tag

Each of the item listed above shall be displayed in the Safety Equipment Exhibition Hall. The items must of make and model as approved by the Directorate General of Mines Safety (DGMS), Dhanbad. Each item shall be provided with written elaboration on separate illuminated display boards of adequate size in graphics and texts in both Hindi and English language to convey the appropriate situation and the correct usage of the concerned item including key components and specifications ~~accompanied by a bilingual (Hindi and English) visual aid with a combination of graphics and text to convey the appropriate situation and the correct usage of the concerned item.~~

## 11. Training Management System (TMS) Module

- The Training Management System (TMS) Module is aimed towards data archiving, MIS generation & generation of customized reports. The selected bidder shall archive the training data, assessment results and other data for future references and analysis.
- The solution must work seamlessly across various platforms. The solution must be free from vulnerabilities and service provider will ensure necessary patches/updates as an when required.
- The TMS shall enable the Owner towards management of the training program, monitor the training through a dashboard. The TMS should also facilitate detailed analysis of the training for each trainee.
- The TMS shall have functionalities including, but not limited to, organization management, biometric attendance of the trainees and trainers, course enrollment for trainees, course management, Assessment Module integration, batch configuration, roles & permissions, managing permissions for pages & actions, provisions for audit trail, generation of reports, search functionality & notifications through SMS & E-mail.

- e. The TMS application will be a cloud-based application which will be hosted out of 3 sites including the Test infrastructure site. The application will be hosted at the primary data center and disaster recovery data center (after the installation is through with primary site). The recovery data center will be used only in case the primary site is down. The envisaged TMS application will have asynchronous replication at a remote DR site. In case of disaster, the TMS application should be accessible from the DR site.
- f. The TMS application should be compliant to all provisions of the Information Technology Act, 2000 (along with amendments as per Information Technology (Amendment) Act, 2008). The TMS application should also comply with any statutory or regulatory requirements or any industry-wide changes arising during the subsistence of the project.

## 12. Category of Manpower & Types of Training Pathways

- a. Company has identified various categories of manpower who are to be trained in the Safety Excellence Center according to the job roles and responsibilities assigned to each category. A list of categories of manpower is provided below.

Sl. No.	Type	Category
1	General	Surface Workers
2	General	Opencast Workers
3	General	Underground Workers
4	Specific to OC	Drillers
5	Specific to OC	Blasting Crew
6	Specific to OC	Dumper Operators
7	Specific to OC	Shovel Operators
8	Specific to OC	Dozer Operators
9	Specific to OC	Dragline Operators
10	Specific to OC	Fitters/Mechanics
11	Specific to OC	Electricians
12	Specific to OC	Auto-Electricians
13	Specific to OC	Electrical Supervisors
14	Specific to UG	Trammers
15	Specific to UG	Track Layers
16	Specific to UG	Drillers
17	Specific to UG	Support Personnel/Dresser
18	Specific to UG	Person handling Explosives
19	Specific to UG	Fitters/Mechanics
20	Specific to UG	Electricians
21	Specific to UG	Machine Operators/Drivers
22	Specific to UG	Loco Drivers
23	Specific to UG	Welders and Gas Cutters
24	Specific to UG	Ventilation Gang
25	Specific to UG	Fan Attendants
26	Specific to UG	Winding Engine Drivers
27	Specific to UG	Banksman/Onsetter

28	Specific to UG	Longwall Crew
29	Specific to UG	Subordinate Supervisory Officials
30	Specific to UG	Electrical Supervisors
31	Others	Project Affected Persons and contractual Workers
<b>Note:</b> The terminology used in the current table is indicative of the nature of job. The actual designation/nomenclature may vary which shall be in consequential to the nature of job as indicated and will be defined by company.		

- b. CIL has also defined 4 different types of trainings or 'Pathways' to be covered at the Safety Excellence Center for various categories of manpower and requirement as determined by Company/Subsidiary. The training Pathways shall comprise of combinations of Modules as defined in this tender document. The objective of training of personnel is to improve their safety-oriented skill in the specified jobs through upskilling in different Modules as defined in this tender document. The mapping of Pathways and coverage of Modules for each Pathway is defined below.

Sl. No.	Particulars	Pathway no. 1	Pathway no. 2	Pathway no. 3	Pathway no. 4
1	Assessment Module	✓	✓	✓	✓
2	E-Learning Module	✓	✓	✓	
3	Smart Classroom Module				✓
4	Experiential Safety Training Module	✓	✓	✓	
5	Mining Operations Simulator Module	✓			
6	Mechanical/Electrical Simulation Lab Module		✓		
7	Training Management System Module	✓	✓	✓	✓
8	Total Tentative Hours under Training (excluding breaks and ancillary activities)	18 hours	18 hours	14 hours	Varying based on category, as per DGMS regulations
9	Total Monthly Assured Manpower to be provided by Company for the operational period of the contract	90	210	120	210

- c. The list of categories of manpower to be covered under each of the Pathway is defined below. Company/Subsidiary shall provide trainees in form of batch and shall intimate the relevant Pathway for each batch as per the timelines laid out in this tender document.

Sl. No.	Particulars	List of Category of Employees/Trainees
1	Pathway no. 1	1. Dumper Operators 2. Shovel Operators/Payload Operator/Surface Minor Operator 3. Dozer Operators/Grade Operator 4. Surface Minor Operators 5. Machine Operators (UG)
2	Pathway no. 2	1. Fitters/Mechanics Crew (UG & OC) 2. Electrician Crew (UG & OC) 3. Auto-electrician Crew 4. Electrical Supervisors (UG & OC) 5. Subordinate Supervisory Officials (mechanical etc.) (UG & OC) 6. Mining Sirdar /Overman
3	Pathway no. 3	All other categories of employees/trainees as listed in clause 12(a) excluding those specified in Pathway no. 1 and 2 1. Driller OC 2. Blasting crew opencast 3. Trammer UG 4. Track Layers UG (Line Mistry/helper) 5. Drillers UG 6. Support Personnel/dresser UG 7. Person handling Explosives UG 8. Welders & Gas cutters UG 9. Fan attendants UG 10. General Mazdoor UG
4	Pathway no. 4	All categories of employees/trainees as listed in clause 12(a).

- d. The course curriculum for each category of employees/trainees for all the modules shall be governed by the tentative course syllabi as defined in the revised modules of vocational training in mines vide letter no. 59 dated 03<sup>rd</sup> February 1999 from the Directorate General of Mines Safety (DGMS), Dhanbad and related amendments if any. Safety management Plan(SMP),Code of Practices(COP) and Standard Operating Procedures (SOPs) related to each category of employee/trainees shall be incorporated in the respective syllabi in consultation with Engineer In Charge (EIC) of the company.
- e. The E-Learning Module shall cover each course as defined in the preceding clause. However, provisions shall be kept for addition of E-learning courses based on requirement from Company/Subsidiary up to a maximum of 5 nos. per year. Any such requirement

shall necessitate the successful bidder to add the requested E-learning course to the Module within 60 days of such request.

- f. The E-Learning Module shall cover the following syllabi, as applicable for different categories of employees/trainees, in addition to the requirement defined in the course syllabi as defined as per the all the revised modules (30 nos.) of vocational training in mines as per letter no. 59 dated 03<sup>rd</sup> February 1999 from the Directorate General of Mines Safety (DGMS), Dhanbad.

Sl. No.	Courses
1	Safety Management Plan for Opencast Mines and Underground Mines Fire Fighting Training Use of Self-Contained Breathing Apparatus (SCBA) Training for employees of underground mines Self-Rescuer Training
2	Basic Engine Trouble Shooting Conservation of Oil Lubrication System in HEMM & Machines Gear Box Maintenance Hoist and Haulage Maintenance Winder Maintenance Relevant Measuring Instruments Gas Cutting Technology Welding Technology
3	Industrial Hydraulics Industrial Pneumatics Industrial Water Systems Piping and Industrial Valves Fan, Blower and Compressor Maintenance
4	Mining and HEMM Tools & Tackles Operation & Maintenance of Grader, Surface Miner & Cranes
5	Operation & Maintenance of Continuous Miner, Shuttle Car, Multi Utility Vehicle, Man Riding system
7	Concept of AC /DC Drive Power Shut Down Systems in Mines & Substation Earthing & Electrical Shocks Electrical Cables Power System Basics Power System Protection Illumination Systems Induction Motor Basics & Maintenance Basics of Transformers

### 13. Manpower to be Deployed at Site

- a. The successful bidder shall deploy adequate number of personnel for the end-to-end setup, operation and maintenance of excellence center at the location identified by

Company/Subsidiary for the total duration of engagement under the scope of this tender document. The provision of security services for the facility shall be in the scope of the successful bidder.

- b. The minimum manpower to be deployed under the scope of this tender shall be governed by the Mines Vocational Training Rules (MVTR), 1966 and its amendments, circulars and orders as applicable, and specified as follows:

Trainers having requisite qualification as per MVTR-1966	Nos	Nos. of Years of Experience/Qualifications
Training Officer(s)	02	05
Instructor(s)-Mining	03	05
Instructor(s)-Mechanical	03	03
Instructor(s)-Electrical	03	03
Scientific Assistant(s)	03	03

\* Minimum Qualification for instructor will be Diploma and for Training Officers will be degree in relevant stream.

- c. The successful bidder would ensure that each manpower deployed at the Safety Excellence Centre obtained the requisite approvals and clearances from Company/Subsidiary for access to the project site. The successful bidder shall also ensure that the deputed manpower at the site is not changed frequently, and without the consent of Company/Subsidiary.
- d. The manpower deployed under the current scope of work shall be governed by the extant laws, rules and regulations applicable as per Company/Subsidiary's existing manuals and guidelines.

#### 14. Electricity Supply

- a. CIL shall provide one electric power supply point of 220-240 volts and a metering point for the same. The electricity consumed during the total engagement period shall be deducted on actuals from the periodical payments for the services under this tender document.

#### 15. Warranty and Maintenance

- a. The successful bidder may note that the scope of work includes all services, i.e., comprehensive 6-year warranty/repair/maintenance/spares/instant replacement in case of break down/failure etc. from the date of commissioning of the project.



- b. For any maintenance issue lodged by Company/Subsidiary on the project, it would be the responsibility of the vendor to resolve the issue within the timeline as per this tender document.

## 16. Monitoring

The Engineer-In-charge, or his nominated authority, for this project will carry out monitoring of the Centers across all aspects of the value chain as per agreed objectives apart from existing monitoring framework of Company/Subsidiary. Some of the activities shall be as follows (non-exhaustive):

- a. Physical verification for approval
- b. Ongoing batch inspection
- c. Automated monitoring of attendance, target achievement etc.
- d. Frequency-based and periodic physical visits
- e. Regular feedback of training program from trainees

Other than these activities, The Engineer-In-charge, or his nominated authority, shall be provided with a dashboard on the Training Management System to remotely monitor the existing status of training at the center.

## 17. Training Certification:

The Statutory Training Officer of the Company authorized for the overall supervision of the Training / Safety Excellence Centre shall also guide and monitor the training imparted & skill mapping process.

The Training Officer, deployed under clause 13 (b) of the Technical Scope and Specifications, or the in-charge of the Training Excellence Centre (authorized by the Contractor) shall issue and submit a 'completion certificate' for the trainee, clearly indicating training imparted, skill mapping, & the appraisal details, to the Statutory Training Officer of the Company.

Subsequently, the respective statutory Training Officer of the Company shall issue the Training Certificate after following the process as stipulated in the statute Rule 28(1) of the Mines Vocational Training Rules (MVTR), 1966 and its amendments, circulars and orders as applicable.



## **SECTION - 4**

### **GENERAL TECHNICAL CONDITIONS**

#### **1.0 GENERAL**

This part covers technical conditions pursuant to the contract and will form an integral part of the contract. The following provisions shall be read in conjunction with the Technical Specifications of the Tender document. In case there is any conflict between the Technical Specifications and the General Technical Conditions as per this section, the conditions as per technical specifications shall prevail.

#### **2.0 LIMIT OF CONTRACT**

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

#### **3.0 ENGINEERING DATA**

- 3.1 The furnishing of engineering data by the contractor shall be in accordance with the schedule for each set of equipment as specified in the technical specifications. The review of these data by the Engineer-in-Charge /Officer-in-charge will cover only general conformance of the data to the specifications and documents, interfaces with the equipment provided under the specifications. This review by the Engineer-in-Charge/Officer-in-charge may not indicate a thorough review of all dimensions, quantities and details of the equipment, materials, any devices or items indicated or the accuracy of the information submitted. This review and/or approval by the engineer shall not be construed by the contractor, as limiting any of his responsibilities and liabilities for mistakes and deviations from the requirements, specified under these specifications and documents.

#### **4.0 DRAWING**

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



- 4.2 Each drawing submitted by the contractor shall be clearly marked with the name of the owner, the unit designation, the specifications title, the specification number and the name of the project. If standard catalogue pages are submitted the applicable items shall be indicated therein. All titles, noting, markings and writings on the drawing shall be in English. All the dimensions should be in metric units.
- 4.3 The owner may use a 35 mm microfilm system in processing drawings. All drawings shall be suitable for microfilming. Drawings which are not suitable for microfilming will not be accepted. A copy of each drawings reviewed will be returned to the contractor as stipulated herein. The owner may also accept and use floppies/ disks for computer based drawings.
- 4.3.1 Copies of drawings returned to the contractor will be in the form of a print with the owner's marking, or a print made from a microfilm of the marked up drawing or in the form of aperture cards if the contractor has facilities to process such cards or print made from floppies for computer based drawings.
- 4.4 The drawings submitted by the contractor shall be reviewed by the Engineer-in-Charge/Officer-in-charge as far as practicable within four (4) weeks and shall be modified by the contractor if any modifications and/or corrections are required by the Engineer-in-Charge/Officer-in-charge. The contractor shall incorporate such modifications and/or corrections and submit the final drawings for approval. Any delay arising out of failure by the contractor to rectify the drawings in good time shall not alter the contract completion date and it will be on the Contractor's account.
- 4.5 Approval by the Nodal Officer or his Nominee: the Contractor shall submit specifications and drawings showing the proposed Temporary Works to the Nodal Officer/Engineer-in-Charge/Officer-in-charge or his Nominee, who is to approve them if they comply with the specifications and drawings. The Contractor shall be responsible for design of Temporary Works.

The Nodal Officer/Engineer-in-charge or nominee's approval shall not alter the contractor's responsibility for design of the Temporary Works.
- 4.6 The drawings sent for approval to the Engineer-in-Charge/Officer-in-charge shall be in quintuplicate. One print of such drawings will be returned to the contractor by the Engineer-in-Charge /Officer-in-charge marked approved/approved with corrections. The contractor shall thereupon furnish the owner with nine prints and one reproducible original of the drawings after incorporating all corrections.
- 4.7 Further work by the contractor shall be in strict accordance with these drawings and no deviation shall be permitted without the written approval of the Engineer-in-Charge/Officer-in-charge, if so required.
- 4.8 All manufacturing and fabrication work in connection with the equipment prior to the approval of the drawings shall be at the contractor's risk. The contractor may make any changes in the design which are necessary to make the equipment conform, to the provisions and intent of the contract and such changes will again be subject to approval



by the Engineer-in-Charge/Officer-in-charge. Approval of contractor's drawings or work by the Engineer-in-Charge/Officer-in-charge shall not relieve the contractor of any of his responsibilities and liabilities under the contract.

- 4.9 **Operating and Maintenance Manual:** If “as built” drawings and/or operating and Maintenance Manuals are required the contractor shall supply them by the dates stated in the contract data.

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

## 5.0 INSTRUCTION MANUALS

- 5.1 The contractor shall submit to the Engineer-in-Charge/Officer-in-charge, preliminary instruction manuals for all the equipment, covered under the contract within the time agreed upon between the owner & the contractor. The final instruction manuals complete in all respects shall be submitted by the contractor thirty (30) days before the first shipment of the equipment. The instruction manuals shall contain full details and drawings of all the equipment furnished, the erection procedures, testing procedures, operation and maintenance procedures of the equipment. These instruction manuals shall be submitted in the form of one (1) reproducible original and twelve (12) copies.
- 5.2 If after the commissioning and initial operation of the facility, the instruction manuals require any modifications/ additions/changes, the same shall be incorporated and the updated final instruction manuals in the form of one (1) reproducible original and twelve (12) copies shall be submitted by the contractor to the owner.
- 5.3 The contractor shall furnish to the owner spare parts catalogue.
- 5.4 In addition, the contractor shall supply two sets of all the document, specifications, operation and maintenance manuals (in hard copies also) and as built drawings in CDs/soft copy to Company/Subsidiary. The documents supplied shall be in easily readable, search & printable format.

## 6.0 FIRST FILL OF CONSUMABLE, OILS AND LUBRICANTS

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

## 7.0 MANUFACTURING SCHEDULE

The contractor shall submit to the Engineer-in-Charge/Officer-in-charge his manufacture and delivery schedules for all equipment within thirty (30) days from the date of issuance of LOA. Such schedules shall be in line with the detailed network for all phases of the work of the contractor. Such schedules shall be reviewed, up-dated and submitted to the



Engineer-in-Charge/Officer-in-charge, once every two (2) months thereafter, by the contractor. Schedule shall also include the materials and equipment purchased from outside suppliers.

## **8.0 REFERENCE STANDARDS**

- 8.1 The codes and / or standards referred to in these specifications shall govern, in all cases wherever such references are made. In case of a conflict between such codes and/or standards and the specifications, the latter shall govern. Such codes and/or standards referred to shall mean the latest revisions, amendments/changes adopted and published by the relevant agencies. In case of any further conflict in this matter, the same shall be referred to the Engineer-in-Charge/Officer-in-charge whose decision shall be final and binding.
- 8.2 Other internationally acceptable standards which ensure equal or higher performance than those specified shall also be accepted.

## **9.0 DESIGN IMPROVEMENT**

- 9.1 The Engineer-in-Charge/Officer-in-charge or the contractor may propose changes in the specification of the equipment or quality thereof and if the parties agree upon any such changes the specification shall be modified accordingly.
- 9.2 If any such agreed upon change is such that it affects the price and schedule of completion, the parties shall agree in writing as to the extent of any change in the price and/or schedule of completion before the contractor proceeds with the change. Following such agreement the provision thereof, shall be deemed to have been amended accordingly.

## **10.0 QUALITY ASSURANCE**

### **10.1 Quality Assurance Programme**

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

- a. his organization structure for the management and implementation of the proposed quality assurance programme:
- b. documentation control system:
- c. qualification data for bidder's key personnel:
- d. the procedure for purchase of materials, parts components and selection of sub-contractor's services including vendor analysis, source inspection, incoming

- raw-material inspection, verification of materials purchased etc.:
- e. system for shop manufacturing and site erection control including process control and fabrication and assembly controls:
  - f. control of non-conforming items and system for corrective actions:
  - g. inspection and test procedure both for manufacture and field activities:
  - h. control of calibration and testing of measuring and testing equipment:
  - i. system for indication and appraisal of inspection status:
  - j. system for quality audits:
  - k. system for authorising release of manufactured product to the owner:
  - l. system for maintenance of records:
  - m. system for handling storage and delivery: and
  - n. a quality plan detailing out the specific quality control procedure adopted for controlling the quality characteristics relevant to each item of equipment furnished and each work at different stages executed at work site.

## 10.2 Quality Assurance Documents

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

- i. all non-destructive examination procedures stress relief and weld repair procedure actually used during fabrication.
- ii. welder and welding operator qualification certificates.
- iii. welder identification list, listing welder's and welding operator's qualification procedure and welding identification symbols.
- iv. material mill test reports on components as specified by the specification.
- v. the inspection plan with verification, inspection plan check points, verification sketches, if used, and methods used to verify that the inspection and testing points in the inspection plan were performed satisfactorily.
- vi. sketches and drawings used for indicating the method of traceability of the radiographs to the location on the equipment.
- vii. all non-destructive examination result reports including radiography interpretation reports.
- viii. stress relief time temperature charts.
- ix. factory test results for testing required as per applicable codes and standard referred in the specifications.
- x. the Engineer-in-Charge/Officer-in-charge or his duly authorised representative reserves the right to carry out quality audit and quality surveillance of the systems and procedures of the contractor/his vendor's quality management and control activities.

## 11.0 ENGINEER-IN-CHARGE/OFFICER'S SUPERVISION DURING COMMISSIONING

11.1 To eliminate delays and avoid disputes and litigation it is agreed between the parties to the contract that all matters and questions shall be referred to the Engineer-in-Charge/Officer-in-charge and his decision shall be final.

11.2 The work shall be performed under the direction and supervision of the Engineer-in-



Charge/Officer-in-charge. The scope of the duties of the Engineer-in-Charge/Officer-in-charge, pursuant to the contract, will include but not be limited to the following:

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

## **12.0 INSPECTION, TESTING AND INSPECTION CERTIFICATE**

- 12.1 The Engineer-in-Charge/Officer-in-charge, his duly authorised representative and / or outside inspection agency acting on behalf of the owner shall have at all reasonable times access to the contractor's premises or works and shall have the power at all reasonable times to inspect and examine the materials and workmanship of the works during its manufacture or erection and if part of the works is being manufactured or assembled at other premises or works, the contractor shall obtain for the Engineer-in-Charge/Officer-in-charge and for his duly authorised representative permission to inspect as if the works were manufactured or assembled on the contractor's own premises or works.
- 12.2 The contractor shall give the Engineer/Officer-in-charge / Inspector fifteen (15) days written notice of any material being ready for testing. Such tests shall be to the contractor's account except for the expenses of the Inspector. The Engineer-in-Charge/Officer-in-charge/Inspector, unless witnessing of the tests is virtually waived, will attend such tests within fifteen (15) days of the date on which the equipment is notified as being ready for test / inspection, failing which the contractor may proceed with the test which shall be deemed to have been made in the Inspector's presence and he shall forthwith forward to the Inspector duly certified copies of tests in triplicate.
- 12.3 The Engineer-in-Charge/Officer-in-charge or Inspector shall within fifteen (15) days from the date of inspection as defined herein give notice in writing to the contractor, of any objection to any drawings and all or any equipment and workmanship which in his opinion is not in accordance with the contract. The contractor shall give due consideration to such objections and shall either make the modifications that may be necessary to meet the said objections or shall confirm in writing to the Engineer-in-Charge/Officer-in-charge / Inspector giving reasons therein, that no modifications are necessary to comply with the contract.
- 12.4 When the factory tests have been completed at the contractor's or sub-contractor's works, the Engineer-in-Charge/Officer-in-charge / Inspector shall issue a certificate to this



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

- 12.5 In all cases where the contract provides for tests whether at the premises or works of the contractor or of any sub-contractor, the contractor, except where otherwise specified, shall provide free of charge such items as labour, materials, electricity, fuel, water, stores, apparatus and instruments as may be reasonably demanded by the Engineer-in-Charge/Officer-in-charge/Inspector or his authorised representative to carry out effectively such tests of the equipment in accordance with the contract and shall be given facilities to the Engineer-in-Charge/Officer-in-charge/Inspector or to his authorised representative to accomplish testing.
- 12.6 The inspection by Engineer-in-Charge/Officer-in-charge and issue of Inspection Certificate thereon shall in no way limit the liabilities and responsibilities of the contractor in respect of the agreed quality assurance programme forming a part of the contract.

### **13.0 PACKING**

- 13.1 All the equipment shall be suitably protected, coated, covered or boxed and crated to prevent damage or deterioration during transit, handling and storage at site till the time of erection. While packing all the materials, the limitation from the point of view of availability of railway wagon sizes in India should be taken into account. The contractor shall be responsible for any loss or damage during transportation, handling and storage due to improper packing.

### **14.0 PROTECTION**

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

### **15.0 PROTECTIVE GUARDS**

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



## **16.0 DESIGN CO-ORDINATION**

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

## **17.0 DESIGN CO-ORDINATION MEETING**

The contractor will be called upon to attend design co-ordination meetings with the Engineer-in-Charge/Officer-in-charge, other contractors and the consultants of the owner during the period of contract. The contractor shall attend such meetings at his own cost at the venue advised by the Owner as and when required and fully co-operate with such persons and agencies involved during those discussions.

## **18.0 TOOLS AND TACKLES**

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

## **19.0 INDIAN STANDARDS**

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

## **20.0 WELDING**

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

## **21.0 LUBRICATION**

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

## SECTION - 5

### SPECIAL CONDITIONS OF CONTRACT

Section	Aspect	Specific Terms
--	Completion Schedule	<ul style="list-style-type: none"> <li>The time of completion and Commissioning of the Facility is Two hundred ten (210) days, i.e. Seven (7) months from the date of commencement. The O&amp;M Contract Period is for six (6) years from the COD of the project. After completion of six (6) years of the O&amp;M period, the same may be extended on mutually-agreed terms between the Employer and the Contractor.</li> </ul>
2	Delay in Execution or Failure to Supply	<ul style="list-style-type: none"> <li>Any delay in completion of the work shall attract liquidated damage/ penalty for late completion.</li> <li>If the Contractor fails to deliver the plant or fails to start the work within specified time frame after issue of LOA or fails to carry out the work as per agreed schedule or leaves the work site after partial execution of the work, the Company shall have the right to get the work done through any other agency at the risk and cost of the Contractor. Further to this, the Company may, without prejudice to the right of the Contractor to recover damages for breach of trust of the Contract, may impose penalties.</li> <li>Notwithstanding anything contained in this tender document, bidders to note that the Completion time of the Project is the essence of the Contract. It is envisaged that the Contractor shall plan and achieve progress of the Project on or before the prescribed timeline/schedule without fail.</li> <li>If, at any time, the Contractor's actual progress falls behind or is likely to fall behind the agreed schedule of the break-up/detailed Project activities, the Contractor shall submit to the Engineer-in-Charge/Officer - in-Charge, a revised programme with catch up schedule, taking into account the prevailing circumstances and delay in the respective activities / milestones. The Contractor shall, at the same time/forthwith notify promptly to the Engineer-in-Charge/Officer-in-Charge of the steps being taken to expedite progress of the Project activities, so as to achieve completion of such activities within the agreed Time schedule for Completion. The Contractor shall in order to overcome the situation, forthwith mobilize required additional resources like manpower, materials, machineries etc.</li> </ul>

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Section	Aspect	Specific Terms
		<p>which shall be discussed and finalized and shall be a part of Contract.</p> <ul style="list-style-type: none"> <li>Any strike / lockouts at works or site of the Contractor or his sub-supplier/sub-contractor shall not be considered as force majeure condition.</li> <li>For calculation of penalty, Zero date or date of commencement shall be the reference date.</li> </ul> <p><b>B. Failure to Meet Minimum Training Hours</b></p> <p>In case of failure of the Contractor to deliver the minimum training hours as defined in this tender document, the following shall be applicable with respect to Liquidated Damages:</p> <ul style="list-style-type: none"> <li>For every 5% deviation from minimum monthly training hours, not attributable to Company/Subsidiary, LD shall be applicable at 0.5% of the monthly invoice value (exclusive of taxes and other duties).</li> </ul> <p><b>Maximum applicable Liquidated Damages:</b> The upper ceiling for total liquidated damages shall be maximum 10% of the total Contract Price.</p>
2	Documents for Extension of Time request	<p>The following documents shall form the principal basis for consideration of Extension of Time with or without LD, levy of Liquidated Damages and settlement of extra claims during the execution of contract:</p> <ol style="list-style-type: none"> <li>1. The joint recordings in "Hindrance Register" and "Weekly Review Register".</li> <li>2. Records of Coordination Meetings.</li> <li>3. Records of Contract Review Meetings,</li> <li>4. Written notices issued by the "Engineer-in-Charge/Officer-in-charge" or his authorized representative to the Contractor in the relevant period. "</li> </ol>
2	Force Majeure	<p>A 'Force Majeure' (FM) would mean one or more of the following acts, events or circumstances or a combination of acts, events or circumstances or the consequence(s) thereof, that wholly or partly prevents or unavoidably delays the performance by the Party (the Affected Party) of its obligations under the contract agreement, but only if and to the extent that such events or circumstances are</p>

Section	Aspect	Specific Terms
		<p>not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices. An Affected Party means Company/Subsidiary or the Contractor whose performance has been affected by an event of Force Majeure.</p> <p><b>Categorization of Force Majeure Events:</b></p> <ul style="list-style-type: none"> <li>a) Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon or tornado if and only if it is declared / notified by the competent state / central authority / agency (as applicable);</li> <li>b) any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action if and only if it is declared / notified by the competent state / central authority / agency (as applicable).</li> </ul> <p><b>Force Majeure Exclusions:</b> Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:</p> <ul style="list-style-type: none"> <li>a. Unavailability, Late Delivery or Change in cost of equipment, equipment, materials, spares parts or consumables for the project;</li> <li>b. Delay in performance of the Contractor or its sub contractor or their agents;</li> <li>c. Non performance resulting from normal wear and tear in materials and equipments;</li> <li>d. Strike or Labour Disturbances at the facilities of affected parties;</li> <li>e. Insufficiency of finances or funds or the agreement becoming onerous to perform, and</li> <li>f. Non performance caused by, or concerned with, the affected party's             <ul style="list-style-type: none"> <li>i. Negligent and intentional acts, errors or omissions;</li> </ul> </li> </ul>

Section	Aspect	Specific Terms
		<p>ii. Failure to comply with Indian law or Indian Directive; or</p> <p>iii. Breach of, or default under this agreement</p> <p><b>Notification of Force Majeure Event</b></p> <p>a. The affected Party shall give notice to other party of any event of Force Majeure as soon as reasonably practicable, but not later than 7 days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If any event of Force Majeure results in a breakdown of communication rendering it not reasonable to give notice within the applicable time limit specified herein, then the party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communication, but not later than one day after such reinstatement.</p> <p>b. Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under the contract. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular (and not less than weekly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure Event. The affected Party shall give notice to the other Party of (1) cessation of relevant event of Force Majeure; and (2) cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this agreement, as soon as practicable after becoming aware of each of these cessations.</p> <p><b>Performance Excused:</b></p> <p>a. The Affected Party, to the extent rendered unable to perform its obligations or part of the obligation thereof under the contract as a consequence of the Force Majeure Event, shall be excused from performance of the obligations, provided that the period shall not exceed 180</p>

Section	Aspect	Specific Terms
		<p>(one hundred and eighty) Days from the date of issuance of the FM Notice. The Parties may mutually agree to extend the period for which performance is excused due to a Force Majeure Event.</p> <p>b. For the time period, as mutually agreed by the Parties, during which the performance shall be excused, the contractor shall be entitled for a day to day extension of the period provided for the scheduled COD or the O&amp;M period, as the case may be.</p> <p>c. Provided always that a Party shall be excused from performance only to the extent reasonably warranted by the Force Majeure Event.</p> <p>Provided further that, nothing shall absolve the Affected Party from any payment obligations accrued prior to the occurrence of the underlying Force Majeure Event.</p> <p><b>No Liability for Other Losses</b></p> <p>a. Save as otherwise provided in this Agreement, no Party shall be liable in any manner, whatsoever, to the other Parties in respect of any loss relating to or arising out of the occurrence or existence of any Force Majeure Event.</p> <p><b>Resumption of Performance</b></p> <p>During the period that a Force Majeure Event is subsisting, the Affected Party shall, in consultation with the other Parties, make all reasonable efforts to limit or mitigate the effects of such Force Majeure Event on the performance of its obligations under the contract. The Affected Party shall also make efforts to resume performance of its obligations under this Agreement as soon as possible and upon resumption, shall notify other Parties of the same in writing. The other Parties shall afford all reasonable assistance to the Affected Party in this regard.</p> <p><b>Duty to Perform and Duty to Mitigate</b></p> <p>To the extent not prevented by a Force Majeure Event, the Affected Party shall continue to perform its obligations pursuant to this Agreement, the Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.</p>

Section	Aspect	Specific Terms
		<p><b>Available Relief and Termination Due to Force Majeure Event</b></p> <ul style="list-style-type: none"> <li>a. If, prior to the completion of the 180 (one hundred and eighty) Day period (or any extended period) for a Force Majeure Event commencing from the date of issuance of the Force Majeure Notice, the Parties are of the reasonable view that a Force Majeure Event is likely to continue beyond such 180 (one hundred and eighty) Day period or any extended period agreed in pursuance of the clause 'Performance Excused'; or that it is uneconomic or impractical to restore the affected Unit, then the Parties may mutually decide to terminate the contract, and the termination shall take effect from the date on which such decision is taken.</li> <li>b. The Affected Party shall, after the expiry of the period of 180 (one hundred and eighty) Days or any other mutually extended period, be entitled to forthwith terminate the contract in its sole discretion by issuing a notice to that effect.</li> <li>c. On termination of the contract <ul style="list-style-type: none"> <li>i. no Termination Compensation shall be payable to the Contractor.</li> <li>ii. the Contractor shall be eligible for undisputed payments under outstanding Monthly Bill(s), before the occurrence of Force Majeure Event</li> </ul> </li> </ul>
2	Event of Default	<p><b>Contractor's Default:</b> The occurrence and/or continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by Company/Subsidiary of its obligations under this Agreement, shall constitute a Contractor Event of Default:</p> <p>(i) the failure to commence operations post the commissioning and trial phase, or failure to continue operations after COD throughout the O&amp;M period, or</p> <p>if</p> <p>a) the Contractor assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets</p>

Section	Aspect	Specific Terms
		<p>or obligations this Project in contravention of the provisions of this Agreement; or</p> <p>b) the Contractor transfers any of its rights and / or obligations under this agreement, in a manner contrary to the provisions of this Agreement; except where such transfer</p> <ul style="list-style-type: none"> <li>• is in pursuance of a Law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this Agreement or</li> <li>• is to a transferee who assumes such obligations under this Agreement and the Agreement remains effective with respect to the transferee;</li> </ul> <p>(ii) if (a) the contractor becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or (b) any winding up or bankruptcy or insolvency order is passed against the contractor, or (c) the contractor goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that a dissolution or liquidation of the contractor will not be a contractor Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains creditworthiness similar to the contractor and expressly assumes all obligations of the contractor under this Agreement and is in a position to perform them; or</p> <p>(iii) the contractor repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from Company/Subsidiary in this regard; or</p> <p>(iv) except where due to any Company/Subsidiary's failure to comply with its material obligations, the contractor is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by</p>

Section	Aspect	Specific Terms
		<p>the Contractor within thirty (30) days of receipt of first notice in this regard given by Company/Subsidiary.</p> <p>(v) occurrence of any other event which is specified in this Agreement to be a material breach/ default of the contractor.</p> <p>(vi) Failure or refusal by the Contractor to perform any of its material obligations under this contract</p> <ul style="list-style-type: none"> <li>• <b>Company's Default:</b> The occurrence and the continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by the contractor of its obligations under this Agreement, shall constitute the Event of Default on the part of defaulting Company: <ul style="list-style-type: none"> <li>(i) The Company fails to pay (with respect to a Monthly Bill or a Supplementary Bill), for a period of ninety (90) days after the Due Date and the contractor is unable to recover the amount outstanding to the contractor through the Letter of Credit,</li> <li>(ii) The Company repudiates this Agreement and does not rectify such breach even within a period of sixty (60) days from a notice from the Contractor in this regard; or</li> <li>(iii) except where due to any Contractor's failure to comply with its obligations, The Company is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by the Company within sixty (60) days of receipt of notice in this regard from the Contractor to Company; or if <ul style="list-style-type: none"> <li>• The company becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of sixty (60) days, or</li> <li>• any winding up or bankruptcy or insolvency order is passed against the Company, or</li> <li>• The Company goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that it shall not constitute a Company Event of Default, where such dissolution or liquidation of</li> </ul> </li> </ul> </li> </ul>

Section	Aspect	Specific Terms
		<p>Buyer or Company is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and has creditworthiness similar to Company and expressly assumes all obligations of Company and is in a position to perform them; or;</p> <p>(iv) Occurrence of any other event which is specified in this Agreement to be a material breach or default of the Company.</p>
2	Hindrance Register	<ul style="list-style-type: none"> <li>Record of Hindrances / events that lead to slow/stoppage of smooth execution of work shall be maintained in "Hindrance Register".</li> <li>The Contractor shall maintain the Register where reasons for delay may be recorded from time to time and at the time of occurrence of the hindrance and get it duly certified by the Engineer-in-Charge/Officer-in-charge of the Company or his authorized representative.</li> </ul>
--	Change in Law	<ul style="list-style-type: none"> <li>The term Change in Law shall refer to the occurrence of any of the following events pertaining to this project only after last date of submission of this tender including (i) the enactment of any new law; or (ii) an amendment, modification or repeal of an existing law; or (iii) the requirement to obtain a new consent, permit or license; or (iv) any modification to the prevailing conditions prescribed for obtaining an consent, permit or license, not owing to any default of the contractor; or (v) any change in the rates of any Taxes including any duties and cess or introduction of any new tax made applicable for setting up similar projects</li> <li>However, Change in Law shall not include (i) any change in taxes on corporate income or (ii) any change in any withholding tax on income or dividends distributed to the shareholders of the Contractor.</li> <li>In the event of occurrence of any of events as provided under Article which results in any increase/decrease in the Project Cost (i.e. the cost incurred by the Contractor towards supply and services only for the Project concerned, upto the Actual Commissioning Date of the last part capacity or Scheduled Commissioning Date/extended Scheduled Commissioning Date, whichever is earlier), the</li> </ul>



Section	Aspect	Specific Terms
		<p>Contractor/ Company shall be entitled for compensation by the other party, as the case may be.</p> <ul style="list-style-type: none"> <li>• However, in case of change in rates of safeguard duty, GST and basic customs duty after last date of submission of this tender and resulting in change in Project Cost, then such change will be treated as 'Change in Law' and the quantum of compensation payment on account of change in rates of such duties and shall be provided to the affected party by the other party.</li> <li>• It is clarified that, any introduction of new tax/duty/cess made applicable for setting up the project which have a direct effect on the Project, resulting in change in Project Cost, will also qualify under "Change in Law" as per timeline and procedure indicated herein.</li> </ul> <p><b>Notification of Change in Law</b></p> <ul style="list-style-type: none"> <li>• In case of any decrease or increase in project cost occurs due to Change in Law and the Contractor wishes to claim a Change in Law under this Article, it shall give notice to the Company/Subsidiary of such Change in Law as soon as reasonably practicable (but no later than 60 days from the date of occurrence of such Change in Law).</li> <li>• Any notice service shall provide, amongst other things, precise details of the Change in Law and its effect on the Project Cost, supported by documentary evidences including Statutory Auditor Certificate to this effect so as to establish one to one correlation and its impact on the Project Cost.</li> </ul>
2	Terms of Payment	<ul style="list-style-type: none"> <li>• The Owner shall pay the Contractor in the following manner. The Tender is a comprehensive Contract of Supply, Works and O&amp;M. The payment schedules are given below.</li> </ul> <p><b>Schedule of payment:</b> Monthly basis on number of persons trained for which service has been provided under each Pathway of BOQ, subject to successful completion of Pathway as defined under Section 3, Clause 5 (g).</p>

Section	Aspect	Specific Terms
2	Payment Procedure	<ul style="list-style-type: none"> <li>• Subject to any deduction which the Employer may be authorized to make under this Contract, and or to any additions or deductions provided for this Contract, the Contractor shall be entitled to payment as follows: <ul style="list-style-type: none"> <li>I. All payments shall be made in Indian Rupees (INR), unless otherwise specified in the LOA/Contract Agreement. All payment shall be made on the basis of actual measurement for the quantified items as per schedule of works.</li> <li>II. The Contractor shall submit the Tax Invoice for claim in three copies with relevant GST details and all supporting documents as per the Contract condition to the Employer. After due verification and recommendation, the Employer shall process verified bills for release of payment. Payments shall be released in 30 (Thirty) days by A/c payee cheque / RTGS/ NEFT or any other mode as communicated by the Employer from date of submission of clear invoice.</li> <li>III. The Contractor shall submit the Tax Invoice for the work executed showing separately GST and any other statutory levies in the Tax Invoice.</li> <li>IV. Any discrepancy and delay, which result in demurrage and other charges for the consignment (for incomplete/incorrect documentation) will be to the account of the Contractor. All the formalities for custom clearance are in the Contractor's scope.</li> <li>V. All taxes and deductions shall be applicable as per prevailing statutory rules and provisions in force.</li> <li>VI. In case the Contractor fails to submit the invoice with all the required documents to process payments, the Employer reserves the right to hold the payment of the Contractor against such invoices.</li> </ul> </li> </ul>
2	Warranty/ Guarantee	<ul style="list-style-type: none"> <li>• The Facility shall perform as per the Guaranteed Performance indicated by the Bidder in its Bid.</li> <li>• The Contractor shall ensure that the goods supplied under the Contract are new, unused and of most recent or current models and incorporate all recent</li> </ul>

Section	Aspect	Specific Terms			
		<p>improvements in design and materials unless provided otherwise in the Contract.</p> <ul style="list-style-type: none"> <li>During the Contract period, the Contractor shall be responsible for any defects in the work due to faulty workmanship or due to use of substandard materials in the work. Any defects in the work during the Contract period shall therefore, be rectified by the Contractor without any extra cost to Company/Subsidiary within a reasonable time as may be considered from the date of receipt of such intimation from Company/Subsidiary failing which Company/Subsidiary shall take up rectification work at the risk and cost of the Contractor.</li> </ul>			
--	Shift Work	<ul style="list-style-type: none"> <li>To achieve the required rate of progress in order to complete the Facilities within the Time for Completion, the Contractor may carry on the work round the clock, in multiple shifts per day, as may be necessary. The Contractor shall however be responsible to comply with all applicable laws in this regard.</li> <li>No additional payment will be made on account of round the clock working in multiple shifts.</li> <li>Wherever the work is carried out at night adequate lighting of working areas and access routes for pedestrians or vehicles shall be provided by the Contractor at his cost. Sufficient notice should be given by the Contractor to the Employer regarding the details of works in shifts so that necessary supervision should be provided.</li> </ul>			
--	Transportation of Materials by Road	<ul style="list-style-type: none"> <li>In case, the Contractor decides to transport the Equipment by road, then such Equipment must necessarily be transported through a registered common carrier as per Carriage by Road Rules 2011 of Central Government of India.</li> </ul>			
--	Contractor's obligations	<ul style="list-style-type: none"> <li>Subsequent to successful completion of Guarantee Test, the Contractor shall be responsible for completion of all pending obligations within the stipulated timelines as mentioned hereunder:</li> </ul> <table data-bbox="634 1749 1364 1854"> <tr> <th data-bbox="634 1749 730 1854">S. No</th><th data-bbox="730 1749 977 1854">Contractor's Obligation</th><th data-bbox="977 1749 1364 1854">Timelines</th></tr> </table>	S. No	Contractor's Obligation	Timelines
S. No	Contractor's Obligation	Timelines			

Section	Aspect	Specific Terms											
		<table><tr><td>01</td><td>Any inputs regarding Scope Change</td><td>Within 01 month from the date of successful completion of Guarantee Test</td></tr><tr><td>02</td><td>Contractor's compliance to all the pending points recorded in writing by the Employer during Performance Guarantee Test.</td><td>Within 01 month from the date of successful completion of Guarantee Test</td></tr><tr><td>03</td><td>Any other obligations of the Contractor set forth in the Contract</td><td>Within 01 month from the date of successful completion of Guarantee Test.</td></tr></table>			01	Any inputs regarding Scope Change	Within 01 month from the date of successful completion of Guarantee Test	02	Contractor's compliance to all the pending points recorded in writing by the Employer during Performance Guarantee Test.	Within 01 month from the date of successful completion of Guarantee Test	03	Any other obligations of the Contractor set forth in the Contract	Within 01 month from the date of successful completion of Guarantee Test.
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03	Any other obligations of the Contractor set forth in the Contract	Within 01 month from the date of successful completion of Guarantee Test.											
2	Definitions	<ul style="list-style-type: none"><li>• "Applicable Law" means any statute, law, regulation, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law in the Republic of India and the State Government, by any Government Authority or instrumentality thereof, whether in effect as of the date of this Contract or thereafter.</li><li>• "Bid" shall mean the bid submitted by the Bidder in response to this Tender.</li><li>• "Bidder" shall mean Bidding Company or a Bidding Individual submitting the Bid. Any reference to the Bidder includes Bidding Company / Bidding Individual including its successors, executors and permitted assigns severally, as the context may require;</li><li>• "Change in Law" shall have the meaning ascribed thereto in this Tender document.</li><li>• "Chartered Accountant" shall mean a person practicing in India or a firm whereof all the partners</li></ul>											

Section	Aspect	Specific Terms
		<p>practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.</p> <ul style="list-style-type: none"> <li>• "Scheduled Commercial Operation Date (SCOD)" shall mean the date on which the commissioning certificate is issued upon successful commissioning of the full capacity of the project or the last part capacity of the Project as the case may be.</li> <li>• "Commissioning": The Project will be considered as commissioned if all equipment as per defined specifications have undergone trial run successfully.</li> <li>• "Completion" means that the Facilities (or a specific part thereof where specific parts are specified in the Scope of Work) have been completed operationally and structurally and put in a tight and clean condition and that all work in respect of Commissioning of the Facilities or such specific part thereof has been completed as per the Scope of Work.</li> <li>• "Completion Certificate" shall mean the certificate to be issued by the owner or his representative when the works have been completed to his satisfaction.</li> <li>• "Contract" or "Contract Agreement" means the Contract signed between the Company (CIL) and the Contractor to execute the entire Scope of Work as given in this RFP document.</li> <li>• "Contractor" means the person(s) whose bid to perform the Contract has been accepted by the Company and is named as such the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor.</li> <li>• "Contractor's Equipment" means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Facilities that are to be provided by the Contractor, but does not include Plant and Equipment, or other things intended to form or forming part of the Facilities.</li> <li>• "Day" means calendar day of the Gregorian/English calendar.</li> <li>• "Defect Liability Period" means the period of validity of the warranties given by the Contractor, during which the Contractor is responsible for defects with respect to the Facilities (or the relevant part thereof) as</li> </ul>

Section	Aspect	Specific Terms
		<p>provided in Defect Liability clause hereof. Defect Liability Period shall be for a duration of six (6) years from the COD of the Project or as for any duration extended by the mutual agreement of both the parties.</p> <ul style="list-style-type: none"> <li>• “Effective Date” for this Contract shall mean the date of commencement of work</li> <li>• “Facilities” means the Equipment to be supplied and installed, as well as all the Installation Services to be carried out by the Contractor under the Contract for enabling the installation, construction, testing and commissioning of the training facility.</li> <li>• “Government Authority” means Government of India, any state government or any governmental department, commission, board, body, bureau, agency, authority, undertaking, court or other judicial or administrative body or any sub-division or instrumentality thereof, central, state, or local, having jurisdiction over the Contractor, the Facility, or the performance of all or any of the services, obligations or covenants of Contractor under or pursuant to this Contract or any portion thereof.</li> <li>• “Month” means shall mean a period of thirty (30) days from (and excluding) the date of the event, where applicable, else a calendar month of the Gregorian/English calendar.</li> <li>• “O&amp;M” means Operations and Maintenance.</li> <li>• “RFP document” or “Tender document” or “Tender” shall mean this bidding document issued by the Company including all attachments.</li> <li>• “Subcontractor”, including vendors, means any person to whom execution of any part of the Facilities, including preparation of any design or supply of any Equipment, is sub-contracted directly or indirectly by the Contractor, and includes its legal successors or permitted assigns.</li> <li>• “Successful Bidder” means the bidder who has been awarded the Contract and described as Contractor for the “Project”.</li> <li>• “Time for Completion” shall be the date on or before which Commissioning of the Facility has to be achieved to the satisfaction of the Company and such date is specified in NIT.</li> </ul>

Section	Aspect	Specific Terms
		<ul style="list-style-type: none"> <li>• “Year” means a period of 12 full consecutive months or 365 consecutive days.</li> <li>• “Goods and Services Tax” or “GST” means taxes or cess levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, Goods and Services Tax (Compensation to States) Act and various State/Union Territory Goods and Services Tax Laws and amendments thereof and applicable cesses, if any under the laws in force (hereinafter referred to as relevant GST Laws) w.e.f. 01.07.2017, which shall be fully complied with by Bidders.</li> </ul>

## SECTION - 6

### SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 (  $\frac{1}{4}$  horizontal and 1 vertical).
2. Scaffolding of staging more than 3.6 m (12ft). above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm (3ft) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft) above ground level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3ft).
5. Safety means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m (30ft) in length while the width between side rails in rung ladder shall in no case be less than 20 cm (11  $\frac{1}{2}$ " ) for ladder upto and including 3 m (10ft) in length. For longer ladders, this width should be increased at least  $\frac{1}{4}$ " for additional 30 cm (1ft.) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. Excavation and Trenching: All trenches 1.2 m (4ft) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof. Ladder shall extend from bottom of the trench to at least 90 cm

(3ft) above the surface of the ground. The side of the trenches which are 1.5 m (5ft) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m (5ft) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.

7. Demolition : before any demolition work is commenced and also during the progress of the work,
  - i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
  - iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipment shall invariably be provided:
  - i. Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
  - ii. Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
  - iii. Those engaged in welding works shall be provided with welder's protective eye shields.
  - iv. Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
  - v. When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measures are adhered to:-
    - a) Entry for workers into the line shall not be allowed except under supervision of the Engineering Assistant or any other higher officer.

- b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
- c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
- d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
- e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
- f) The area should be barricaded or condoned of by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
- g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
- h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
- i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge/Officer-in-charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
- j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
- k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 meters away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
- l) The workers engaged for cleaning the manholes / sewers should be properly trained before allowing to work in the manhole.
- m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers ( when necessary). They must be supplied with

barrier cream for anointing the limbs before working inside the sewer lines.

- n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
  - o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
  - p) The extents to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge/Officer-in-charge regarding the steps to be taken in this regard in an individual case will be final.
- vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-
- a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
  - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
  - c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
  - d) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
  - e) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
  - f) Overall shall be worn by working painters during the whole of working period.
  - g) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
9. When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.

- 10.** Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:-
- i). (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
  - (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
  - ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
  - iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
  - iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer/Officer-in-charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge//Officer-in-charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
- 11.** Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- 12.** All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- 13.** These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.



- 14.** To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge/Officer-in-charge of the department or their representatives.
- 15.** Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

## SECTION - 7

### BID SUBMISSION CHECKLIST

[Note: Document Checklist shall be attached with Appendix 1 of the Technical Bid]

Sl. No.	Document	Attached (Yes/No)
1	Letter of Bid (Appendix-01)	
2	Format for Bank Guarantee (Appendix-02)	
3	Form for Electronic Fund Transfer / Internet Banking Payment (Appendix-06)	
4	Power of Attorney (Appendix-07)	
5	Written Consent for Arbitration Clause (applicable for Consortiums) (Appendix-10)	
6	Undertaking (Appendix-11)	
7	Detailed Commissioning Schedule (Appendix-12)	
8	Drawings/Layout of Safety Excellence Centre	
9	Attested copy of PAN Card of the Bidder	
10	Attested copy of GST Registration Certificate of the Bidder	
11	MoA and AoA along with Certificate of Incorporation of the Bidder as documentary support for legal status of the Bidder	
12	Notarized Valid MSME registration certificate	
13	Signed copy of the tender document	
14	Declaration in compliance with the provisions of Public Procurement (Preference to Make in India), Order 2017-Revision vide order no. P-45021/2/2017/PP(BE-II) dtd 16.09.2020 of Ministry of Commerce and Industry, Government of India and amendments thereof (as per Clause 9 of the e-Tender Notice)	
15	Valid Digital Signature Certificate (Appendix-13)	
16	Filled-in BOQ Excel File	



## APPENDIX-1: FORMAT FOR LETTER OF BID

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

To :  
General Manager (Civil)

Sub : Project Name : Selection of Agency for Upgradation & Modernization of VTC/Safety Excellence Centre and Designing and Implementation of Suitable Training Programme at Rajrappa Area, CCL

Tender No. & date : 24 of 2022-23 dated 16-01-2023

Dear Sir,

This has reference to above referred bid. I/we have read and examined the conditions of contract, Scope of Work, technical scope and specifications, BOQ, Price Bid 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 fulfil 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, EMD, Price Bid 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 Central Coalfields Limited.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of award/Work Order shall constitute a binding contract between us and CCL.

Should this bid be accepted, we agree to furnish Performance Security within stipulated date and commence the work within stipulated date. In case of our failure to abide by the said provision, CCL shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of award/ work order /award and also debar us from participating in future tenders for a minimum period of 12(twelve) months.

Date : .....

Yours faithfully,  
Signature of Bidder with Seal



## APPENDIX-2: FORMAT FOR BANK GUARANTEE

*[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country]*

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 award..... 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 registered office at ..... (registered office address of the Bank) and having a branch office at ..... (branch office address of the Bank) have, at the request of the Contractor, agreed to furnish this bank Guarantee by way of performance Security.

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

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

Any such demand shall be conclusive as regards the liability of the Contractor to the company and as regards the amount payable by the Bank under this Guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor has disputed its liability to pay

or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the company and the Contractor regarding the claim.

The Bank further agrees that the Guarantee shall come into force from the date hereof and shall remain in force up to and including ..... and shall be extended from time to time for such period pursuant to the provisions in the said contract.

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 \_\_\_\_\_ subject to extension as specified above 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.

Any notice by way of request, demand or otherwise hereunder maybe sent by post addressed to the bank branch/operative branch, and if sent by registered post, it shall be deemed to have been given at the time when it would be received and duly acknowledged by the bank at its counters, 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)



RFP: SELECTION OF AGENCY FOR UPGRADATION & MODERNIZATION OF VTC AND DESIGNING AND IMPLEMENTATION OF SUITABLE TRAINING PROGRAMME AT RAJRAPPA SAFETY EXCELLENCE CENTER, CENTRAL COALFIELDS LIMITED

---

(Name)  
(Designation)  
(Code number)  
(address)

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

The liability of the Bank under this Guarantee shall not exceed Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (the "Guaranteed Amounts").

This Guarantee shall be valid up to \_\_\_\_\_ (the "Expiry Date").

Notwithstanding anything to the contrary contained herein, no obligation of the Bank to pay any amount under this Guarantee shall arise prior to the fulfilment of the following conditions precedent:

(a) written claim/demand(s) in terms of this Guarantee of an aggregate amount less than or equal to the Guaranteed Amounts is/are made by the Beneficiary hereunder; and

(b) such written claim/demand(s) is/are delivered to the Bank on or before the claim Expiry Date.

### **APPENDIX-3: 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 GM(Civil)/HOD,CCL, Ranchi 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 Selection of Agency for Upgradation & Modernization of VTC/Safety Excellence Centre and Designing and Implementation of Suitable Training Programme at Rajrappa Area, CCL (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 in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only. The guidelines and terms and conditions for Indian agents of Foreign supplier shall be as per the provisions at Annexure-1 of this document.

e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

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

(1) If the Bidder / Contractor / Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the

Bidder / Contractor / Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case. In particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidences within his / her knowledge concludes that there is a reasonable ground to suspect violation of any commitment listed under Section 2 i.e “ Commitments of Bidder(s) / Contractor(s).

(3) The Bidder accepts and undertakes to respect and uphold the Principal’s absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the Bidder / Contractor / Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.”

#### **Section 4 - Compensation for Damages**

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

## **Section 5 - Previous transgression**

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

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

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

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

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

## **Section 8 - Independent External Monitor**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential.

He/ she reports to the Chairman, Coal India Limited.

(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 and recuse himself / herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the Chairman, Coal India Limited within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit Bids for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, Coal India Limited, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman, Coal India Limited 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.

### **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**



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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 of High Court of Calcutta.

**Section 13 - Other Legal Actions.**

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

(For & On behalf of the Principal)      (For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

#### APPENDIX-4: ILLUSTRATIVE COMPUTATION OF EVALUATED BID VALUE (EBV)

Bidders are required to provide price bids for each of line item as provided and defined in the Technical Scope and Specifications. An illustrative computation of evaluated bid value (EBV) is provided below:

Sl. No.	Particulars	Pathway no. 1	Pathway no. 2	Pathway no. 3	Pathway no. 4
1	Assured Number of Persons per month	90	180	120	210
2	Assured Number of Persons for Contract Period	6480	12960	8640	15120
3	Number of hours of training	18	18	14	36
4	Price Bid (INR per hour)(To be filled by the bidders)				
5	Total Price per Pathway (INR): It is Calculated Figure of rows (2x3x4)	0	0	0	0
6	Total Contract Price (INR): It is calculated figure : Sum of all four columns of row 5)	0			

Bidder with lower contract price in INR shall be L-1.

Note:

1. The number of persons per month mentioned in Sl. No. 1 of the table against each Pathway is indicative in nature and Company/Subsidiary, at its sole discretion, shall allocate the number of persons against each pathway, without any consequence on the total contract value.
2. Price bid evaluation shall be done separately for each training center/Safety Excellence Center (SEC).



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**APPENDIX-5: FORMAT FOR PRE-BID QUERIES**

Sl. No.	Chapter No.	Clause No.	Page No.	Tender Term	Bidder's Query

*Sign with seal*



## APPENDIX-6: MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT

1. Name of the Bidder : .....

2. Address of the Bidder : .....

.....

City.....

Pin Code.....

E-mail Id .....

Permanent Account Number .....

3. Particulars of Bank:

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

4. Date from which the mandate should be effective :

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

Any bank charges levied by the bank for such e-transfer shall be borne by us.

Place:

Date:



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Signature of the Party / Authorised Signatory

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

Banker's Stamp:

Date:

(Signature of the Authorised official from the Bank)

## APPENDIX-7: FORMAT FOR POWER OF ATTORNEY

(TO BE SUBMITTED ON NON-JUDICIAL STAMP PAPER OF MINIMUM VALUE OF RS.100/- DULY NOTARIZED)

Know all men by these presents, We, *[name of entity / Lead member of consortium and address of the registered office]* do hereby constitute, nominate, appoint and authorise Mr. / Ms. *[name]*, son/ daughter/ wife of *[name]*, and presently residing at *[address]*, who is presently employed with/ retained by us and holding the position of *[designation]* as our true and lawful attorney (hereinafter referred to as the "Authorised Representative"), to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for SELECTION OF AGENCY FOR UPGRADATION & MODERNIZATION OF VTCs AND DESIGNING AND IMPLEMENTATION OF SUITABLE TRAINING PROGRAMME in the State of JHARKHAND for CENTRAL COALFIELDS LIMITED for Company/Subsidiary (the "Client"), including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Client in all matters in connection with or relating to or arising out of our Application.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, *[name of entity / Lead member of consortium]*, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS *[date in words]* DAY OF *[month]* *[year in "yyyy" format]*.

For *[name and registered address of entity / Lead member of consortium]*

*[Signature]*

*[Name]*

*[Designation]*

Witnesses:

1. *[Signature, name and address of witness]*

2. *[Signature, name and address of witness]*

Accepted

*[Signature]*

*[Name]*

*[Designation]*

*[Address]*

Notes:



1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant

## APPENDIX-8: PROFORMA FOR EXECUTION OF AGREEMENT

NON-JUDICIAL STAMP PAPER (of appropriate value as per Stamp Act)

This agreement is made on ..... day of ..... between ( Name of Company ) having its registered office at ..... (here-in-after called the 'COMPANY' which expression shall, unless repugnant to the subject or context, include its successors and assignees) of the one part and (Name of the Contractor ) carrying on business as a (partnership / proprietorship / Ltd. Co. etc. ) firm under the name and style ..... (here-in-after called the 'said Contractor' which expression shall, unless the context requires otherwise include them and their respective heirs, executors, administrators and legal representatives) of the other part.

Whereas the Company invited tenders for the work of “.....” and whereas the said Contractor/ Firm submitted tender for the said work and whereas the tender of the said contract has been accepted by the Company for execution of the said work.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.
2. The following documents which are annexed to this agreement should be deemed to form and be read and construed as part of this agreement viz.
  - i) Annexure-A Tender Notice (Page .. to ..)
  - ii) Schedule-A General Terms & Conditions, Special Conditions, General Technical Conditions, Erection Conditions of Contract, Technical Specifications and Safety Code (Page ..... to .....)
  - iii) Schedule-B The probable Quantities and Amount (Page ..... to .....)
  - iv) Schedule-C Negotiation letters (Page ..... to .....)
  - iv) Schedule-D Letter of Acceptance/Work Order (Page ..... to .....)
  - v) Schedule-E Drawings (Page ..... to .....)
3. In consideration for the payment of the sum of Rs.....( W/O Value; both in words and figures ) or such other sum as may be arrived at under the clause of the specification relating to Payment by items measurements at unit prices by the Company, the said Contractor shall, subject to the terms & condition contained herein execute and complete the work as described and to the extent of probable quantities as indicated in Schedule B with such variations by way of alteration, addition to or reduction from the said works.
4. The company has received a sum of Rs..... towards Performance Security Deposit (1<sup>st</sup> part of Security Deposit) in the form of B.G.



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5. The said contractor hereby covenants with the company that the company shall deduct at 5% of R/A Bills as Retention Money (2<sup>nd</sup> part of security deposit) to make the total Security as 10% (ten percent) of contract value, as per the terms & condition of the tender/ contract.

IN WITNESS WHEREOF THE parties herein have set their hands and seals the date and year above written.

1 Partner. Signature

2 Partner Signature

On behalf of M/S.....  
The Contractor, as one of the constituted attorney,  
In the presence of –

1. Name \_\_\_\_\_ Signature

Address:

Occupation:

Signed by Sri .....on behalf of Signature  
(Name of Company) in presence of -

1. Name: Signature

2. Address:.



**APPENDIX-9: PROFORMA OF MEMORANDUM (To be a Part of Contract Agreement)**

**TENDER FOR WORK**

I/We hereby tender for the execution for the Coal India Limited (CIL) of the work specified in the underwritten MEMORANDUM at rates specified in the Price-bid within a period of ----- Days as per LOA / Work Order and subject to the annexed conditions of Contract and with such materials as are provided for by and in all other respects in accordance with such conditions so far as applicable.

**MEMORANDUM**

1	Name of Work	
2	Agreement Value of Work	
3	Performance Security Deposit	
4	Additional Performance Security Deposit	
5	Percentage to be deducted from Bills	
6	Scheduled Date of Commencement of Work	
7	Scheduled Date of Completion of Work	

## **APPENDIX-10: PROFORMA FOR WRITTEN CONSENT FOR ARBITRATION CLAUSE**

### **(Applicable for Consortium, Partnership Firm & Joint Venture)**

We, all the Partners of M/s ..... (Consortium/ Partnership Firm / Joint Venture), do hereby give our written consent for acceptance of the following Arbitration Clause of the NIT for the Work Selection of Agency for Upgradation & Modernization of VTC/Safety Excellence Centre and Designing and Implementation of Suitable Training Programme at Rajrappa Area, CCL” tendered by Coal India Limited, vide NIT No. GM(C)/Tender/2022-23/731 dated 16 -01-2023 and Tender Id 2023\_CCL\_267883\_1 Selection of Agency for Upgradation & Modernization of VTC/Safety Excellence Centre and Designing and Implementation of Suitable Training Programme at Rajrappa Area, CCL :

#### **A. 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/Officer-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 or Engineer-in-Charge/Officer in Charge. 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)/ 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).

#### **B. 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 16.

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 Company/Subsidiary / 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 Company/Subsidiary / 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 Company/Subsidiary / CMD of Subsidiary Company (as the case may be) as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.

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

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

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

**Signature of Partners of Partnership Firm/ Joint Venture :**

- |                      |             |
|----------------------|-------------|
| 1. Name of Partner : | Signature : |
| 2. Name of Partner : | Signature : |
| 3. Name of Partner : | Signature : |
| 4. Name of Partner : | Signature : |
| 5. Name of Partner : | Signature : |
| 6. ....              |             |



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7. ....

**Note : This CONSENT has to be signed by each Partner of Partnership Firm/ Joint Venture**



## APPENDIX-11: PROFORMA FOR UNDERTAKING

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

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

1. I/We am/are submitting Bid for the work Selection of Agency for Upgradation & Modernization of VTC/Safety Excellence Centre and Designing and Implementation of Suitable Training Programme at Rajrappa Area, CCL against Bid Notice No. GM(C)/Tender/2022-23/731 dated 16-01-2023 and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. Myself/ Our Partners/Directors don't has/have any relative as employee of Coal India Limited.

OR

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

- 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 / Step-Sister.
3. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.
  4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
  5. I/ We hereby authorize department to seek references / clarifications from our Bankers.
  6. 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.
  7. \*I/We hereby confirm that we have registration with CMPF/EPF Authorities. We shall make necessary payments as required under law.

Or

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

\* Delete whichever is not applicable.



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

(In case of JV, all partners are covered)

**Or**

\*\*I / We ..... have been banned by the organization named “\_\_\_\_\_” for a period of..... year/s, effective from ..... to.....

[In case of JV, name(s) of the JV Partner(s) ]

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

9. 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) Revision dated 16.09.2020, issued by Govt. of India as amended from time to time (not applicable for works with estimated value put to tender less than 5 lakh).
10. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including Earnest Money and banning of our firm and all partners of the firm etc.

10(a). I/We are not engaging and will not engage any child labour in any of the activities for which I/We are participating in the tender.

10(b). If it is reported and proved that child labour is engaged by me/us, then I/We will be penalized 10% of the contract value and will be blacklisted.

Date.....

Signature of the Bidder

**APPENDIX-12: FORMAT FOR DETAILED PROJECT COMMISSIONING SCHEDULE**

(to be furnished by the Bidder in the Bid in form of Gantt Chart or PERT Chart)

Sl. No.	Activity	Weeks							
		W1	W2	W3	...	...	...	...	Wn
1.									
2.									
3.									

The Bidder shall ensure that the Project COD is achieved within 210 days, i.e. 7 months) from the date of commencement.



**APPENDIX-13: VALID DIGITAL SIGNATURE CERTIFICATE (DSC)**

(TO BE SUBMITTED IN THE LETTER HEAD OF BIDDER)

I/We am/are submitting Bid for the work.....against Bid Notice No. .... dated ..... with Digital Signature Certificate (DSC) of ..... (i.e. Own DSC) who is Proprietor/Partner/Legal Attorney/Director/Accredited Representative of M/S. ....

*(Signature of the Bidder)*

**OR**

**FORMAT FOR AUTHORIZATION OF VALID DIGITAL SIGNATURE CERTIFICATE (DSC)**  
**(On NON JUDICIAL STAMP PAPER)**  
**(POWER OF ATTORNEY)**

I/We am/are submitting Bid for the work.....against NIT No. .... dated ..... with Digital Signature Certificate (DSC) of ..... (i.e. Other DSC) whose DSC has been mapped against name of the bidder who has been authorized to bid on behalf of bidder .....

Name, Signature & Seal of the person who has signed Letter of Bid and is authorizing the DSC Holder for online bidding.	Name & Signature of the DSC Holder having DSC mapped against name of the bidder and authorized for online bidding
---	---

#### **APPENDIX-14: 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, 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 of wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means.

vii) Formation of price cartels with other contractors with a view to artificially hiking the price.

viii) The contractor fails to maintain/repair/redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.

ix) Contractor fails to use Mobilisation advance 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 Company/Subsidiary HQ, banning shall be for Company/Subsidiary HQ. However, if such 'Banning of Business' has to be made effective for entire Company/Subsidiary and its Subsidiaries then approval of Chairman, Company/Subsidiary 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 Company/Subsidiary, then the Competent Authority for banning shall be CMD of Company/Subsidiary.

b) In case the Accepting Authority of the work is up to the level of Director of Company/Subsidiary/Subsidiary Company, then the Competent Authority for banning shall be Director of Company/Subsidiary/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, Company/Subsidiary shall be the Appellate authority.

9. Any change on the above may be done with approval of FDs of Company/Subsidiary.

10. All the orders of banning or orders passed in appeal shall be marked to GM (CMC) / Civil / concerned HODs of Company/Subsidiary/Subsidiary Company. Further, all such orders will be uploaded in Coal India Limited site as well website of the Subsidiary Company.

11. Efforts shall be made by the concerned Department so that such order is linked to etender portal of Coal India Limited.



## APPENDIX-15: FORMAT FOR NO DEMAND CERTIFICATE

**NAME OF PACKAGE:**

**LETTER OF AWARD/ NOA/CONTRACT NO. :**

**NAME OF CONTRACTOR:**

**DATED:**

We, M/s..... (Contractor) do hereby acknowledge and confirm that we have received the full and final payment due and payable to us from Coal India Limited. in respect of our aforesaid LOA/Contract No..... dated.....including amendments, if any, issued by Coal India Limited, to our entire satisfaction and we further confirm that we have no claim whatsoever pending with Coal India Limited under the said Contract.

Notwithstanding any protest recorded by us in any correspondence, document, measurement books, and/or final bills etc., we waive all our rights to lodge any claim or protest in future under this contract.

We are issuing this "NO DEMAND CERTIFICATE" in favour of Coal India Limited. with full knowledge and with our free consent without any undue influence, misrepresentation, coercion etc.

Signature:

Name:

Designation:

Date:

Place:

***(This certificate shall be accompanied by the Power of attorney of the signatory)***

RFP: SELECTION OF AGENCY FOR UPGRADATION & MODERNIZATION OF VTC AND DESIGNING AND IMPLEMENTATION OF SUITABLE TRAINING PROGRAMME AT RAJRAPPA SAFETY EXCELLENCE CENTER, CENTRAL COALFIELDS LIMITED

**APPENDIX-16: NOTIFICATION(S) FOR EMPANELMENT**

No.: CIL/S&R/2022/ VTC/22/2990



Date: 10.3.2022  
09-03-2022

कोल इण्डिया लिमिटेड  
भारत सरकार की महारत्न कंपनी

**COAL INDIA LIMITED**

A Maharatna Company – Government of India U/T

सेवा में,

1. JN Tata Vocational Training Institute (PAN: AACTJ4424D )  
KMPM Inter College Campus, Main Road, Bistupur, Jamshedpur – 831001
2. Indian Institute of Skill Development Private Limited (PAN: AACCI1802K)  
A06, Sec-34, Infocity-1, Gurugram, Haryana- 122001

Dear Sir / Madam,

विषय:	Notification for Empanelment of prospective Agencies for upgradation & modernization of VTCs and designing & implementation of suitable training programme.
सन्दर्भ:	1. Coal India Limited Request for Qualification(RFQ) vide no CIL/EDSNR/2021/Tender /VTC/ 2815 Date: Dec 21-12-2021 (Tender ID: 2021_CILHQ_227244_1) 2. Applications submitted by the different Applicants within the deadline of 18-01-2022 and Additional Clarifications submitted by the different Applicants by 16-02-2022

With reference to the above, and in terms of Clause 1.6 and 5.13 of the RFQ Document w.r.t. Notification of Empanelment and further to it, the CIL Management is pleased to empanel the following Applicants as mentioned below, subject to fulfillment of terms and conditions and mentioned subsequently in this Notification of Empanelment for upgradation & modernization of VTCs and designing & implementation of suitable training programme.

आवेदक का नाम (Applicant Name)	आवेदक का पता (Applicant Address)	प्रोजेक्टों की संख्या (Number of Projects)
JN Tata Vocational Training Institute (PAN: AACTJ4424D)	KMPM Inter College Campus, Main Road, Bistupur, Jamshedpur - 831001	Upto seven thousand six hundred and eighty three (7683) Projects
Indian Institute of Skill Development Private Limited (PAN: AACCI1802K)	A06, Sec-34, Infocity-1, Gurugram, Haryana- 122001	Upto four(4) projects

Note: CIL may empanel more Agency(ies) through fresh RFQ in addition to above Agencies.

Office of the Executive Director (Safety & Rescue Division)

6<sup>th</sup> Floor, "COAL BHAWAN", PREMISES No 04, MAR, PLOT No: AF-III, ACTION AREA-1A, NEW TOWN, RAJARHAT, KOLKATA – 700 156 (WEST BENGAL)

Website: www.coalindia.in | Email: edsnr.cil@coalindia.in | Phone: +91-33-23244146 | Fax: +91-33-23244054  
CIN: L23109WB1973GO028844 | GSTIN: 19AABCC3929J1ZH

आप हमसे हिन्दी में भी पत्राचार कर सकते हैं।

RFP: SELECTION OF AGENCY FOR UPGRADATION & MODERNIZATION OF VTC AND DESIGNING AND IMPLEMENTATION OF SUITABLE TRAINING PROGRAMME AT RAJRAPPA SAFETY EXCELLENCE CENTER, CENTRAL COALFIELDS LIMITED

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संख्या: CIL/S&R/2022/VTE/22/2990 dated 09-03-2022 Page No 2 of 4

10.3.22

**Terms and conditions for Empanelment:**

**1. Scope of Work:**

The indicative scope for the Agency shall include (but not limited to) the following. The scope shall be finalized once CIL goes for tendering for Agency(ies) selection.

- a) Development of the project within the stipulated timeline as specified during the tendering stage along with electrical appliances and fittings (including but not limited to, power back-ups, surge protectors, lightning arrestors, air conditioners etc.), furniture (including but not limited to, ergonomic seating, desks etc.), connectivity & basic surveillance systems for general purposes.
- b) Deployment of suitable simulators along with designing and implementation of simulator-based training of mining machineries, hazardous conditions and events, emergency response, mechanical and electrical operations.
- c) Deployment of relevant and suitable infrastructure to facilitate smart classroom training including but not limited to smart boards, audio/video facilities, etc. CIL envisions smart classrooms to enable remote training facilities among other applications of the infrastructure.
- d) Designing and implementation of interactive e-learning modules covering learning outcomes as defined in conjunction with CIL management of the subsidiary-wise projects at the time of tendering process.
- e) Provision of amendment, addition, deletion of modules based on relevance as per statutory requirements, technological advancements etc.
- f) Implementation of skill assessment through state-of-the-art technology and methods, including but not limited to, design of pre & post-training/skill gap assessment relevant to specific functions of the manpower, installation of suitable infrastructure and undertaking assessment.
- g) Installation of suitable state-of-the-art visual training/demonstration aids, physical models and other suitable fixtures and fittings with intention to display safety-oriented awareness communications and upskilling in relevant Standard Operating Procedures (SOPs).
- h) Maintaining training records, identification of training needs and scheduling batch-wise training for manpower in conjunction with CIL management.
- i) Organizing 'Train the Trainer' (TTT) modules and other safety culture development programs for internal trainers of CIL.
- j) Feedback on industry best practices, new technology developments and identification of scope for upgradation of the Safety Excellence Centers (SECs), in collaboration with CIL.
- k) Comprehensive operation & maintenance of all the components of the projects for a period of at least five (5) years from the date of successful commissioning of the projects. Manpower deployed for the projects shall be suitably qualified to assist statutory trainers and officials of CIL in all aspects of operation of the projects.
- l) Maintaining records for audit purposes.

RFP: SELECTION OF AGENCY FOR UPGRADATION & MODERNIZATION OF VTC AND DESIGNING AND IMPLEMENTATION OF SUITABLE TRAINING PROGRAMME AT RAJRAPPA SAFETY EXCELLENCE CENTER, CENTRAL COALFIELDS LIMITED

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संख्या: CIL/S&R/2022/VTE/24/2990 dated 09-03-2022 Page № 3 of 4

Date - 10.3.2022

Detailed scope of work along with technical standards shall be specified by CIL during the subsequent processes.

**2. Period of Empanelment:**

This empanelment shall be valid for a period of two (2) years from the date of Empanelment with provision for further extension up to two years.

**3. Right of CIL to empanel new Agencies:**

CIL possesses the right to empanel any new Agency(ies) as may be deemed suitable by CIL.

**4. Limited tendering by CIL amongst the empanelled agencies:**

Subsequent to the empanelment of Agencies, as opportunities for development of VTC projects will come, CIL will conduct project-wise bidding amongst the empaneled Agencies only, for selection of Agency for each of those projects. Details of the concerned project and requirements for minimum technical standards will be specified by CIL during the project-specific bidding. Selection of Agency will be done for the concerned VTC project based on techno-commercial and financial evaluation specific to the concerned project. The selected Agency will be expected to provide best-in-class technologies. CIL will have the discretion to follow different bidding approaches for different types of projects based on the project-specific requirements as may deemed fit by CIL.

**5. Cancellation of Empanelled Agencies:**

The Empanelment of Agencies shall be canceled by CIL in case the contractual, commercial, technical or statutory performance of the Agency do not meet the project specific stipulation, or in case of abandoning of allotted work, or delay in completion of work and handing over of fronts to other agencies by the Agency, or Agency's bankruptcy or Agency's activities detrimental to the interest of CIL. The decision of CIL in this regard shall be final and binding on the Agency.

In case of change of name of the Empanelled Applicant without change of constitution/partners, the same shall be intimated along with proof of such change to CIL immediately but in no case later than thirty (30) days from the date of such change occurs failing which the Empanelment of Agency/Agency by that name shall be canceled.

**6. Corrupt or Fraudulent Practices:**

CIL requires that empanelled Agency(ies) observe the highest standard of ethics during the procurement and execution of the contracts. In pursuance of this policy, CIL:

- a) defines, for the purposes of this provision, the terms set forth below as follows:
  - i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

RFP: SELECTION OF AGENCY FOR UPGRADATION & MODERNIZATION OF VTC AND DESIGNING AND IMPLEMENTATION OF SUITABLE TRAINING PROGRAMME AT RAJRAPPA SAFETY EXCELLENCE CENTER, CENTRAL COALFIELDS LIMITED

संख्या: CIL/S&R/2022/VTE/22/2990 dated 09-03-2022 Page No 4 of 4

10.3.2022

ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Applicants (prior to or after submission of Application) and to deprive CIL of the benefits of free and open competition;

b) will reject an application for empanelment if it determines that the Applicant recommended for empanelment has engaged in corrupt or fraudulent practices;


c) will declare a firm ineligible, either indefinitely or for a stated period of time, for empanelment if it at any time determines that the firm has engaged in corrupt or fraudulent practices.

7. Applicable Law and Jurisdiction: This RFQ document shall be construed in accordance with the applicable laws of India. The Courts at Kolkata shall have exclusive jurisdiction in any proceedings arising out of this document.

8. Any terms and conditions not mentioned in this Notification for Empanelment but are part of the RFQ Document shall also be construed to be part of this Notification for Empanelment.

Thanking you.

On behalf of Coal India Limited  
कोल इण्डिया लिमिटेड की ओर से,

 - 10/03/2022

**General Manager (S&R) | महाप्रबंधक (सुरक्षा और बचाव)**  
**Safety & Rescue Division**  
**सुरक्षा और बचाव संभाग**  
**COAL INDIA LIMITED | कोल इण्डिया लिमिटेड**

**प्रतिलिपि :**

1. Director (Technical), CIL
2. Director (Finance), CIL
3. Director(P&IR),CIL
4. ED(Coord.), CIL
5. ED(S&R), CIL
6. GM(F), I/c CIL
7. AF to D(T), CIL
8. GM (Vigilance),CIL
9. Office Copy.

RFP: SELECTION OF AGENCY FOR UPGRADATION & MODERNIZATION OF VTC AND DESIGNING AND IMPLEMENTATION OF SUITABLE TRAINING PROGRAMME AT RAJRAPPA SAFETY EXCELLENCE CENTER, CENTRAL COALFIELDS LIMITED

कोल इण्डिया लिमिटेड

(भारत सरकार का उपक्रम)

**COAL INDIA LIMITED**

(A Govt. of India Enterprise)

कोल भवन "COAL BHAWAN"

PREMISES NO: 04, MAR, PLOT NO: AF-III

ACTION AREA-1A, NEW TOWN, RAJARHAT

KOLKATA-700156 (WB)



महारात्न कंपनी

A Maharatna Company

**SAFETY & RESCUE DIVISION**

सुरक्षा और बचाव

E-MAIL: gmsnr.cil@coalindia.in

TEL: 033-2324 4146

FAX: 033-2324 4054

WEBSITE: www.coalindia.in

CIN:L23109WB1973GOI028844

(An ISO 9001:2015, ISO 14001:2015 & ISO 50001:2011 Certified Company)

Ref No: CIL/ED(S&R) /2022/ 3147

Date: 03.06.2022

सेवा में,

1. M/s Mosaic Workskills Pvt. Ltd.
2. M/s Tecknotrove Systems (I) Pvt. Ltd
3. M/s Vareli Tecnac Pvt. Ltd
4. M/s Skills Root Edu Tech Consulting India Pvt. Ltd
5. M/s R B International Ltd

Dear Sir / Madam,

<b>विषय :</b>	<b>Notification for Empanelment of prospective Agencies for upgradation &amp; modernization of VTCs and designing &amp; implementation of suitable training programme.</b>
<b>सन्दर्भ:</b>	<ol style="list-style-type: none"> <li>1. Coal India Limited Request for Qualification(RFQ) vide no CIL/EDSNR/2022/Tender /VTC/ 3020 Date: Dec 29-03-2022) (Tender ID: 2022_CILHQ_241280_1)</li> <li>2. Applications submitted by the different Applicants within the deadline of 21-04-2022 and Additional Clarifications submitted by the different Applicants by 26-05-2022</li> </ol>

With reference to the above, and in terms of Clause 1.6 and 5.13 of the RFQ Document w.r.t. Notification of Empanelment and further to it, the CIL Management is pleased to empanel the following Applicants as mentioned below, subject to fulfillment of terms and conditions and mentioned subsequently in this Notification of Empanelment for upgradation & modernization of VTCs and designing & implementation of suitable training programme.

Office of the Executive Director (Safety & Rescue Division)

6<sup>th</sup> Floor, "COAL BHAWAN", PREMISES No 04, MAR, PLOT No: AF-III, ACTION AREA-1A, NEW TOWN, RAJARHAT, KOLKATA - 700 156 (WEST BENGAL)

Website: www.coalindia.in | Email: gmsnr.cil@coalindia.in | Phone: +91-33-23244146 | Fax: +91-33-23244054

CIN: L23109WB1973GOI028844 | GSTN: 19AABCC3929J1ZH

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**RFP: SELECTION OF AGENCY FOR UPGRADATION & MODERNIZATION OF VTC AND DESIGNING AND IMPLEMENTATION OF SUITABLE TRAINING PROGRAMME AT RAJRAPPA SAFETY EXCELLENCE CENTER, CENTRAL COALFIELDS LIMITED**

संख्या: CIL/S&R/2022/

dated -06-2022 Page No 2 of 5

Name of Applicant with PAN	Address for communication	No of Projects for which agency will be qualified as per financial eligibility criteria of RFQ
1. M/s Mosaic Workskills Pvt. Ltd.(Lead Agency) with consortium member M/s Amrit Papers Private Limited- (PAN:AAFCM6381G)	M-9 Corporate House,B Wing 169 RNT Marg,Indore, Madhya Pradesh-452001	Up to 28(twenty eight projects)
2. M/s Tecknotrove Systems (I) Pvt. Ltd (Lead Agency)with consortium member M/s TechnoSIM Training Services (PAN: AABCT7625C)	505,Windfall Sahara Plaza Complex,Andheri Kurla Road, JB Nagar, Mumbai 400059.	Up to 02(two) projects
3. M/s Vareli Tecnac Pvt. Ltd(Lead Agency) with consortium member M/s Immersive Technologies PTY LTD (PAN:AAACV8790P)	14/1B,Ezra Street World Trade Center, 9th Floor, Kolkata-700001(WB)	Up to 25(twenty five) projects
4. M/s Skills Root Edu Tech Consulting India Pvt. Ltd(Lead Agency) with consortium members of M/s Skill Mantra EduTech Consulting India Pvt. Ltd and H D Wire Private Ltd . (PAN:AAVCS2087D)	3rd floor ,Readers Club Building,26/1 New Palasia, Indore, Madhya Pradesh-452001	Up to 45(forty five) projects
5. M/s R B International Ltd (Lead Agency)with consortium member M/s SDT(Fifth Dimension Technologies) (PAN:ADEPB3268N)	206"C" Block,Karan Centre,S.D. Road,1st Floor, Secunderabad-500003	Up to 31(thirty one) projects

**Note:** CIL may empanel more Agency(ies) through fresh RFQ in addition to above Agencies.

**Terms and conditions for Empanelment:**

**1. Scope of Work:**

The indicative scope for the Agency shall include (but not limited to) the following. The scope shall be finalized once CIL goes for tendering for Agency(ies) selection.

- Development of the project within the stipulated timeline as specified during the tendering stage along with electrical appliances and fittings (including but not limited to, power back-ups, surge protectors, lightning arrestors, air conditioners etc.), furniture (including but not limited to, ergonomic seating, desks etc.), connectivity & basic surveillance systems for general purposes.

RFP: SELECTION OF AGENCY FOR UPGRADATION & MODERNIZATION OF VTC AND DESIGNING AND IMPLEMENTATION OF SUITABLE TRAINING PROGRAMME AT RAJRAPPA SAFETY EXCELLENCE CENTER, CENTRAL COALFIELDS LIMITED

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संख्या: CIL/S&R/2022/

dated -06-2022 Page No 3 of 5

- b) Deployment of suitable simulators along with designing and implementation of simulator-based training of mining machineries, hazardous conditions and events, emergency response, mechanical and electrical operations.
- c) Deployment of relevant and suitable infrastructure to facilitate smart classroom training including but not limited to smart boards, audio/video facilities, etc. CIL envisions smart classrooms to enable remote training facilities among other applications of the infrastructure.
- d) Designing and implementation of interactive e-learning modules covering learning outcomes as defined in conjunction with CIL management of the subsidiary-wise projects at the time of tendering process.
- e) Provision of amendment, addition, deletion of modules based on relevance as per statutory requirements, technological advancements etc.
- f) Implementation of skill assessment through state-of-the-art technology and methods, including but not limited to, design of pre & post-training/skill gap assessment relevant to specific functions of the manpower, installation of suitable infrastructure and undertaking assessment.
- g) Installation of suitable state-of-the-art visual training/demonstration aids, physical models and other suitable fixtures and fitments with intention to display safety-oriented awareness communications and upskilling in relevant Standard Operating Procedures (SOPs).
- h) Maintaining training records, identification of training needs and scheduling batch-wise training for manpower in conjunction with CIL management.
- i) Organizing 'Train the Trainer' (TTT) modules and other safety culture development programs for internal trainers of CIL.
- j) Feedback on industry best practices, new technology developments and identification of scope for upgradation of the Safety Excellence Centers (SECs), in collaboration with CIL.
- k) Comprehensive operation & maintenance of all the components of the projects for a period of at least five (5) years from the date of successful commissioning of the projects. Manpower deployed for the projects shall be suitably qualified to assist statutory trainers and officials of CIL in all aspects of operation of the projects.
- l) Maintaining records for audit purposes.

Detailed scope of work along with technical standards shall be specified by CIL during the subsequent processes.

**2. Period of Empanelment:**

This empanelment shall be valid for a period of two (2) years from the date of Empanelment with provision for further extension up to two years.

**3. Right of CIL to empanel new Agencies:**

CIL possesses the right to empanel any new Agency(ies) as may be deemed suitable by CIL.



संख्या: CIL/S&R/2022/

dated -06-2022 Page No 4 of 5

**4. Limited tendering by CIL amongst the empanelled agencies:**

Subsequent to the empanelment of Agencies, as opportunities for development of VTC projects will come, CIL will conduct project-wise bidding amongst the empaneled Agencies only, for selection of Agency for each of those projects. Details of the concerned project and requirements for minimum technical standards will be specified by CIL during the project-specific bidding. Selection of Agency will be done for the concerned VTC project based on techno-commercial and financial evaluation specific to the concerned project. The selected Agency will be expected to provide best-in-class technologies. CIL will have the discretion to follow different bidding approaches for different types of projects based on the project-specific requirements as may be deemed fit by CIL.

**5. Cancellation of Empanelled Agencies:**

The Empanelment of Agencies shall be canceled by CIL in case the contractual, commercial, technical or statutory performance of the Agency do not meet the project specific stipulation, or in case of abandoning of allotted work, or delay in completion of work and handing over of fronts to other agencies by the Agency, or Agency's bankruptcy or Agency's activities detrimental to the interest of CIL. The decision of CIL in this regard shall be final and binding on the Agency.

In case of change of name of the Empanelled Applicant without change of constitution/partners, the same shall be intimated along with proof of such change to CIL immediately but in no case later than thirty (30) days from the date of such change occurs failing which the Empanelment of Agency/Agency by that name shall be canceled.

**6. Corrupt or Fraudulent Practices:**

CIL requires that empanelled Agency(ies) observe the highest standard of ethics during the procurement and execution of the contracts. In pursuance of this policy, CIL:

- a) defines, for the purposes of this provision, the terms set forth below as follows:
  - i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Applicants (prior to or after submission of Application) and to deprive CIL of the benefits of free and open competition;
- b) will reject an application for empanelment if it determines that the Applicant recommended for empanelment has engaged in corrupt or fraudulent practices;

RFP: SELECTION OF AGENCY FOR UPGRADATION & MODERNIZATION OF VTC AND DESIGNING AND IMPLEMENTATION OF SUITABLE TRAINING PROGRAMME AT RAJRAPPA SAFETY EXCELLENCE CENTER, CENTRAL COALFIELDS LIMITED

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संख्या: CIL/S&R 2022/

dated -06-2022 Page No 5 of 5

- c) will declare a firm ineligible, either indefinitely or for a stated period of time, for empanelment if it at any time determines that the firm has engaged in corrupt or fraudulent practices.

7. Applicable Law and Jurisdiction: This RFQ document shall be construed in accordance with the applicable laws of India. The Courts at Kolkata shall have exclusive jurisdiction in any proceedings arising out of this document.

8. Any terms and conditions not mentioned in this Notification for Empanelment but are part of the RFQ Document shall also be construed to be part of this Notification for Empanelment.

Thanking you.

On behalf of Coal India Limited  
कोल इण्डिया लिमिटेड की ओर से,

  
General Manager (S&R) | महाप्रबंधक (सुरक्षा और बचाव)  
Safety & Rescue Division  
सुरक्षा और बचाव संभाग  
COAL INDIA LIMITED | कोल इण्डिया लिमिटेड

**प्रतिलिपि :**

1. Director (Technical), CIL
2. Director (Finance), CIL
3. Director (P&IR), CIL
4. ED (Coord.), CIL
5. ED (S&R), CIL
6. GM (F), I/c CIL
7. AF to D(T), CIL
8. GM (Vigilance), CIL
9. Office Copy.



## **APPENDIX 17**

### **Format of Consortium Agreement to be entered amongst all Members of a bidding Consortium**

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page..]

#### FORM OF CONSORTIUM AGREEMENT BETWEEN

M/s. ...., M/s. ...., AND M/s. ....  
..... for bidding for Coal India Limited's (CIL's) Tender for " " (TENDER NOTICE No. / ) (hereinafter referred to as the "Tender").

THIS Consortium Agreement (hereinafter referred to as "Agreement") executed on this [date]  
day of ..... [month], [year] between:

- 1) M/s. ...., a company incorporated under the laws of ..... and having its Registered Office at ....., (hereinafter called the "Party 1," which expression shall include its successors, executors and permitted assigns);
- 2) M/s. ...., a company incorporated under the laws of ..... and having its Registered Office at ....., (hereinafter called the "Party 2," which expression shall include its successors, executors and permitted assigns);
- 3) M/s. ...., a company incorporated under the laws of ..... and having its Registered Office at ....., (hereinafter called the "Party 3," which expression shall include its successors, executors and permitted assigns);

for the purpose of submitting the Bid in response to the Tender and in the event of selection as Selected Bidder to comply with the requirements as specified in the Tender and ensure execution of the Tender's Scope of Work as may be required to be entered into with CIL.

Party 1, Party 2 and Party 3 are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS the Tender stipulates that the Bidders qualifying on the strength of a Bidding Consortium shall submit a legally enforceable Consortium Agreement, whereby each Consortium Member undertakes to be liable for its Roles and Responsibilities, provide necessary guarantees and pay required fees as required as per the provisions of the Tender, as specified herein.

WHEREAS any capitalized term in this Agreement shall have the meaning ascribed to such term in the Tender document.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreement all the Parties in this Consortium do hereby mutually agree as follows:

1. In consideration of the selection of the Consortium as the Bidding Consortium by CIL, we the Members of the Consortium and Parties to the Consortium Agreement do hereby unequivocally agree that M/s. [Insert name of the Lead Member], shall act as the Lead Member for self and agent for and on behalf of M/s. .... and M/s. .... [the names of all the other Members of the Consortium to be filled in here].

2. The Lead Member is hereby authorized by the Members of Consortium and Parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of all Members. The Roles and Responsibilities of all other members shall be as per the Annexure to this Agreement.

3. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective Roles and Responsibilities. Each Consortium Member further undertakes to be individually liable for the performance of its part of the Roles and Responsibilities without in any way limiting the scope of collective liability envisaged in this Agreement in order to meet the requirements and obligations of the Tender.

4. In case of any breach of any of the commitment as specified under this Agreement by any of the Consortium Members, the Lead Members of the Consortium shall be liable to meet the obligations under the Tender.

5. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

6. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and High Court of Calcutta alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.

7. It is hereby agreed that the Lead Consortium Member shall furnish the Earnest Money Deposit, as stipulated in the Tender, on behalf of the Bidding Consortium.

8. It is hereby agreed that in case of selection of Bidding Consortium as the Project Implementing Consortium, the Parties to this Consortium Agreement do hereby agree that they shall furnish the Performance Security Deposit in the form of Bank Guarantee and other commitments to CIL as stipulated in the Tender. The Lead Member shall be responsible for

ensuring the submission of the Bank Guarantee and other commitments on behalf of all the Consortium Members.

9. It is further expressly agreed that the Consortium Agreement shall be irrevocable and, for the Project Implementing Consortium, shall remain valid over the term of the Project, unless expressly agreed to the contrary by CIL.

10. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the Tender for the purposes of the Bid.

11. It is expressly understood and agreed between the Members of the Consortium and Parties that the responsibilities and obligations of each of the Members shall be as delineated as annexed hereto as Annexure forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the execution of the Bid and implementation of the Project envisaged in the Tender.

12. It is hereby expressly agreed between the Parties to this Consortium Agreement that neither Party shall assign or delegate or subcontract its rights, duties or obligations under this Agreement except with prior written consent of CIL.

13. This Consortium Agreement:

- a. has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party;
- b. sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof; and
- c. may not be amended or modified except in writing signed by each of the Parties and with prior written consent of CIL.

IN WITNESS WHEREOF, the Parties to the Consortium Agreement have, executed this on the Day, Month and Year first mentioned above.

1. For M/s. (Party 1)

[Signature of Authorized Representative]

..... [Name of Authorized Representative]  
[Designation of Authorized Representative]

Witness 1:



RFP: SELECTION OF AGENCY FOR UPGRADATION & MODERNIZATION OF VTC AND  
DESIGNING AND IMPLEMENTATION OF SUITABLE TRAINING PROGRAMME AT  
RAJRAPPA SAFETY EXCELLENCE CENTER, CENTRAL COALFIELDS LIMITED

---

[Signature of Witness 1]

.....  
Witness 2:

[Signature of Witness 1]

.....  
Name:  
Designation:    Name:  
Designation:

2.        For M/s.        (Party 2)

[Signature of Authorized Representative]  
..... [Name of Authorized Representative]  
[Designation of Authorized Representative]

Witness 1:  
  
[Signature of Witness 1]  
  
..... Name:  
Designation:  
Witness 2:

[Signature of Witness 1]  
  
..... Name:  
Designation:

3.



RFP: SELECTION OF AGENCY FOR UPGRADATION & MODERNIZATION OF VTC AND  
DESIGNING AND IMPLEMENTATION OF SUITABLE TRAINING PROGRAMME AT  
RAJRAPPA SAFETY EXCELLENCE CENTER, CENTRAL COALFIELDS LIMITED

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For M/s. (Party 1)

[Signature of Authorized Representative]

..... [Name of Authorized Representative]  
[Designation of Authorized Representative]

Witness 1:

[Signature of Witness 1]

.....  
Witness 2:

[Signature of Witness 1]

.....

Attested:

[Signature]  
..... (Notary Public)

Place: .....

Date: .....

## Annexure to the Consortium Agreement

### Role and Responsibility of each Member of the Consortium:

1. Roles and Responsibilities of the Party 1 (Lead Consortium Member):
2. Roles and Responsibilities of the Party 2
3. Roles and Responsibilities of the Party 3



**APPENDIX 18**

**Site Drawings1**





