



CENTRAL COALFIELDS LIMITED (CCL)

TENDER DOCUMENT FOR PROVIDING AND INSTALLATION OF COMPLETE FIRE FIGHTING SYSTEM (Wet Rising System) AT GANDHI NAGAR HOSPITAL, CCL, RANCHI

VOLUME – I

[COMMERCIAL]

**CENTRAL COALFIELDS LIMITED
(A Subsidiary of Coal India Limited)
RANCHI (JHARKHAND) -834029**

INDEX

CHAPTER	DESCRIPTION	PAGE NO.	
		FROM	TO
I	e-TENDER NOTICE	03	26
II	INSTRUCTION TO BIDDERS	27	42
III	GENERAL TERMS & CONDITIONS OF CONTRACT	43	70
IV	ADDITIONAL TERMS & CONDITIONS OF CONTRACT	71	75
V	GENERAL TECHNICAL CONDITION	76	86
VI	ERECTION CONDITIONS OF CONTRACT	87	101
VII	SAFETY CODE	102	107
VIII	TECHNICAL SPECIFICATIONS	108	109
IX	e-TENDER PORTAL USER AGREEMENT	110	115
X	ANNEXURES (I to XV)	116	154
XI	GUIDELINES FOR BANNING OF BUSSINESS	155	157

SECTION-1

e-TENDER NOTICE

<p>सेंट्रल कोल्फील्ड्स लिमिटेड (कोल इंडिया की अनुषांगी, एक मिनी रत्न कम्पनी) (भारत सरकार का उपक्रम)</p> <p>नगर प्रशासन विभाग पंजीकृत कार्यालय : दरभंगा हाउस, राँची- झारखंड -834029 फोन: 0651)- 2360308,2365515, 7004605049 वेबसाइट: http://www.centralcoalfields.in CIN No: U10200JH1956GOI000581 ई-मेल : gmtacclhq@gmail.com : rajesh.m6180@coalindia.in</p>	  <small>भारत 2023 INDIA</small> <small>वैश्विक कुटुम्बक</small> <small>ONE EARTH • ONE FAMILY • ONE FUTURE</small>	<p>CENTRAL COALFIELDS LIMITED (A Miniratna Subsidiary Company of Coal India Limited) (Govt. of India Undertaking)</p> <p>Town Administration Department Reg. Office :Darbhanga House, Ranchi Jharkhand -834 029, Ph: 0651- 2360308, 2365515, 7004605049 Website http://www.centralcoalfields.in CIN No: U10200JH1956GOI000581 E-mail: gmtacclhq@gmail.com : rajesh.m6180@coalindia.in</p>
---	---	---

Ref. No: CCL/TA/ Tender/ 23-24/146-56

Dated: 10.04.2023

e-TENDER NOTICE

NIT No. 01 of 23-24

1. Digitally signed and encrypted e-Tenders are invited under Two Parts (Two Covers) system on the eProcurement portal of Coal India Limited (<https://coalindiaticketers.nic.in>) from the reputed and experienced contractors for the following work on Turnkey basis:

Description of work	Location	Expected date of commencement of work	Earnest Money (In Rs.)	Period of Completion (in Days)
Providing and Installation of Complete Fire Fighting System (Wet Rising System) at Gandhi Nagar Hospital, CCL, Ranchi on Turnkey Basis.	Gandhi Nagar Hospital, CCL Ranchi	Within 30 (Thirty) days of issue of letter of acceptance or from 7th day of handing over of the site, whichever is later	Rs. 1,06,700/-	Supply & installation including testing & Commissioning: 180 days
<p>Note: i) Estimated value (inclusive of GST) of work Rs. 85,32,190.60 ii) Defect liability period for 05 years including free maintenance after completion of the work</p>				

i) DETAILS OF GST REGISTRATION OF CCL:

GSTIN of CCL	Jharkhand	20AAACC7476RHZT
--------------	-----------	-----------------

ii) Salient Details of Tender:

Goods & Services Tax (GST)	Applicable
Input Tax Credit (ITC) to CCL	Not Available
Price Variation Clause (Escalation /De -Escalation)	Not Applicable
Payment of Wages to Contractor's Labours	As per Minimum Wages Act of Central/State Govt. (higher)
Participation of Joint Venture	Not Allowed

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

Note: For Site visit of location of work, the prospective bidder(s) may contact Sri. Nasir Towheed, Dy. Manager (C)/GNH, Mob No. 9771919385.

Tender inviting authority	Contact Person(s)/Tender Dealing Officer(s)
General Manager (Civil/TA), CCL, Contact No. 7004605049	Dy. Manager (C), Contact No. 8987785512

iii) In order to submit the bid, the bidders have to get themselves registered online on e-Procurement portal of CIL (<https://coalindiatenders.nic.in>) with valid Digital Signature Certificate (DSC). The bidders should have a Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm, company registered under company's act or a Joint Venture having eligibility to participate as per eligibility criteria stipulated in Clause No: 7 of the NIT.

2. **Time Schedule of Tender:**

SL.No.	Particulars	Date	Time
1	Tender e-Publication date	13.04.2023	18:00 hours
2	Document download start date	14.04.2023	10:00 hours
3	Start date for seeking Clarification on- line	14.04.2023	10:00 hours
4	Date of Pre-bid Meeting	18.04.2023	10:00 hours
5	Bid Submission start date	19.04.2023	10:00 hours
6	Last date for seeking Clarification on-line	05.05.2023	17:00 hours
7	Document download end date	11.05.2023	11:00 hours
8	Bid submission end date	11.05.2023	11:00 hours
9	Date of Opening of Tender [Cover-I (Technical-bid)]	12.05.2023	11:30 hours
10	Date of Opening of Tender [Cover-II (Price-bid)]	To be notified later	

For *details* of qualification requirements, and complete tender document, visit our website <http://eprocure.gov.in/cppp>. Detailed Tender Notice is available at <https://coalindiatenders.nic.in>

NOTE: End user portal agreement of CIL is applicable for CCL also.

The auto extension of submission of bid shall be applicable as per details mentioned in clause no.10 of NIT.

Sd/- on 10.04.2023
General Manager (Civil)/TA
CCL, Ranchi

Distribution:

1. General Manager (Civil)/HOD, CCL, Ranchi.
2. General Manager (E&M)/HOD, CCL, Ranchi.
3. General Manager (System), CCL, Ranchi.
4. CMS I/C HQ/GNH
5. T. S. to Director (Finance), Director (Tech/ P&P), Director (Tech/Op), Director (Pers), CCL, Ranchi.
6. Tender Committee members
7. P.S to Chief Vigilance Officer, CCL, Ranchi
8. SO (Civil) of – Argada/ CRS Barkakana/ B&K/ BarkaSayal/ Dhori/ Hazaribag/ Kaju/ Kathara/ M&S/ A&C/ NK/ Piparwar/ Rajhara/ Rajrappa/ MRS Ramgarh/ CH Ramgarh/ Giridih
9. Dy. Manager (C)/TA/Tech
10. Dy. Manager (C)/GNH
11. Notice Board.

<p>सेंट्रल कोल्फील्ड्स लिमिटेड (कोल इंडिया की अनुषांगी, एक मिनी रत्न कम्पनी) (भारत सरकार का उपक्रम)</p> <p>नगर प्रशासन विभाग पंजीकृत कार्यालय : दरभंगा हाउस, राँची- झारखंड -834029 फोन: 0651)- 2360308,2365515, 7004605049 वेबसाइट: http://www.centralcoalfields.in CIN No: U10200JH1956GOI000581 ई-मेल : gmtacclhq@gmail.com : rajesh.m6180@coalindia.in</p>	  <small>भारत 2023 INDIA</small> <small>वैश्विक कुटुम्बक</small> <small>ONE EARTH • ONE FAMILY • ONE FUTURE</small>	<p>CENTRAL COALFIELDS LIMITED (A Miniratna Subsidiary Company of Coal India Limited) (Govt. of India Undertaking)</p> <p>Town Administration Department Reg. Office :Darbhanga House, Ranchi Jharkhand -834 029, Ph: 0651- 2360308, 2365515, 7004605049 Website http://www.centralcoalfields.in CIN No: U10200JH1956GOI000581 E-mail: gmtacclhq@gmail.com : rajesh.m6180@coalindia.in</p>
---	---	---

Ref. No: CCL/TA/ Tender/ 22-23/146-56

Dated: 10.04.2023

e-TENDER NOTICE
NIT No. 01of 23-24

1. Digitally signed and encrypted e-Tenders are invited under Two Parts (Two Covers) system on the eProcurement portal of Coal India Limited (<https://coalindiatenders.nic.in>) from the reputed and experienced contractors for the following work on Turnkey basis:

Description of work	Location	Expected date of commencement of work	Earnest Money (In Rs.)	Period of Completion (in Days)
Providing and Installation of Complete Fire Fighting System (Wet Rising System) at Gandhi Nagar Hospital, CCL, Ranchi on Turnkey Basis.	Gandhi Nagar Hospital, CCL Ranchi	Within 30 (Thirty) days of issue of letter of acceptance or from 7th day of handing over of the site, whichever is later	Rs. 1,06,700/-	Supply & installation including testing, & Commissioning: 180 days

Note: i) **Estimated value (inclusive of GST) of work Rs. 85,32,190.60**
ii) **Defect liability period for 05 years including free maintenance after completion of the work**

i) DETAILS OF GST REGISTRATION OF CCL:

GSTIN of CCL	Jharkhand	20AAACC7476RHZT
--------------	-----------	-----------------

ii) Salient Details of Tender:

Goods & Services Tax (GST)	Applicable
Input Tax Credit (ITC) to CCL	Not Available
Price Variation Clause (Escalation /De -Escalation)	Not Applicable
Payment of Wages to Contractor's Labours	As per Minimum Wages Act of Central/State Govt. (higher)
Participation of Joint Venture	Not Allowed

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

Note: For Site visit of location of work, the prospective bidder(s) may contact Sri. Nasir Towheed, Dy.Manager (C)/GNH, Mob No. 9771919385.

Tender inviting authority	Contact Person(s)/Tender Dealing Officer(s)
General Manager (Civil/TA), CCL, Contact No. 7004605049	Dy. Manager (C), Contact No. 8987785512

- iii) In order to submit the bid, the bidders have to get themselves registered online on e-Procurement portal of CIL (<https://coalindiatenders.nic.in>) with valid Digital Signature Certificate (DSC). The bidders should have a Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm, company registered under company's act or a Joint Venture having eligibility to participate as per eligibility criteria stipulated in Clause No: 7 of the NIT.

2. **Time Schedule of Tender:**

SL.No.	Particulars	Date	Time
1	Tender e-Publication date	13.04.2023	18:00 hours
2	Document download start date	14.04.2023	10:00 hours
3	Start date for seeking Clarification on- line	14.04.2023	10:00 hours
4	Date of Pre-bid Meeting	18.04.2023	10:00 hours
5	Bid Submission start date	19.04.2023	10:00 hours
6	Last date for seeking Clarification on-line	05.05.2023	17:00 hours
7	Document download end date	11.05.2023	11:00 hours
8	Bid submission end date	11.05.2023	11:00 hours
9	Date of Opening of Tender [Cover-I (Technical-bid)]	12.05.2023	11:30 hours
10	Date of Opening of Tender [Cover-II (Price-bid)]	To be notified later	

3. **Deposit of EMD:**

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

The bidders have to make payment of EMD either through Net-banking from designated Banks or through NEFT/RTGS from any scheduled Bank. In case of payment through Net-banking the money will be immediately transferred to CCL's designated Account. In case of payment through NEFT/RTGS the bidder will have to make payment as per the Challans generated by system on e-Procurement portal. Bidder will be allowed by the system to submit the bid only when the EMD is successfully received in CCL's account and the information flows from Bank's Server to e-Procurement portal.

4. **Seeking Online Clarification by bidder:** The bidder may seek clarification online within the specified period. The identity of the Bidder will not be disclosed by the system. The department will clarify as far as possible the relevant queries of bidders. The clarifications given by department will be visible to all the bidders intending to participate in that tender.
5. **Pre-Bid Meeting:** The pre-bid meeting shall be held in the office of Tender Inviting Authority on the scheduled date & time, if specified online. Non-attendance of pre-bid meeting will not be a cause for

disqualification of the bidder and it shall be presumed that the bidder does not require any clarification. The purpose of Pre-bid meeting is to clarify the issues raised by bidders during the meeting. In case the Pre-Bid Meeting is held, the Minutes of Pre-Bid Meeting will be uploaded on the e-Procurement Portal, before start date of bid submission which can be viewed by all interested bidders.

6. Eligibility Criteria: -

A. Work Experience:

The intending tenderer must have in its name experience of having successfully completed similar works during **last 7 (Seven) years** ending last day of month previous to the one in which bid applications are invited i.e. e-publication date on procurement portal should be any of the following.

i) Three similar completed works each costing not less than the amount equal to 20% of the estimated cost put to tender.

Or

ii) Two similar completed works each costing not less than the amount equal to 25% of the estimated cost put to tender.

Or

iii) One similar completed work costing not less than the amount equal to 40% of the estimated cost put to tender.

Definition of Similar Work:

“Supply, Installation, Testing and Commissioning of Wet Riser System works in building”

Completion of works means completion of works by undertaking entire responsibility from design, Supply, Installation, Construction and Commissioning.

Experience for those works only shall be considered for evaluation purposes, which match eligibility requirement stipulated above, on or before the last day of month previous to one in which tender has been invited (publication date of NIT). The experience of incomplete/ongoing works as on last date of eligibility period will not be considered for evaluation. If the referred work includes construction as well as maintenance after construction, the experience of such work may be considered as ‘acceptable’ if the construction part is completed as on the last date of ‘eligibility period’, even if maintenance work is ongoing, and the certificate issued clearly stipulates the same.

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

Cost of previous completed work(s) shall be given a simple weightage of 5% per year to bring them at current price level, while evaluating the qualification requirement of the bidder. Such weightage shall be considered after end date of completion. The year can be considered as suitable consecutive 365 days till the last day of month previous to one in which bid has been invited. Updating will be considered for full or part of the year (total no. of days / 365) i.e. considering 365 days in a year, till the last day of month previous to one in which bid has been invited.

Note:

4.

~~The experience towards overseas jobs, if submitted, should be vetted/endorsed by the relevant* embassy/high commission concerned, towards authenticity of document in English or translated in~~

English language.

~~(*Relevant embassy/High Commission means the embassy/High Commission in India of the country where the bidder has executed the said work or country of origin of the bidder OR the Indian embassy in the country where bidder has executed the work or country of origin of the bidder.)~~

In respect of the above eligibility criteria the bidders are required to furnish the following information in evaluation sheet :

- i. Start date & end date of each qualifying experience (similar nature)
- ii. Work order Number /Agreement Number of each experience
- iii. Name & address of Employer/Work Order Issuing authority of each experience
- iv. Percentage (%) share of each experience (In case the experience has been earned by the bidder as a partner in a joint venture firm / partnership firm then the proportionate value of experience in proportion to actual share of bidder in that joint venture firm/ partnership firm will be considered against eligibility else it shall be taken as 100%.
- v. Executed Value of work against each experience
- vi. ~~In case the bidder is a Joint Venture, work experience as above may be furnished as the work experience of the bidder.~~

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

For work experience bidders required to submit Satisfactory Work Completion Certificate issued by the employer against the Experience of similar work containing all the information as sought on-line. Work order, BOQ and/or TDS may be sought during clarification or along with deficient documents.

2. Joint Venture, shall be allowed for participation in the bid with estimated cost Above Rs. 5.0 Crores.

~~The above qualification criteria shall be fulfilled by JV in the following manner.~~

~~The qualifying criteria parameter e.g. experience of the individual partners of the J.V will be added together as deliberated hereinafter towards fulfillment of qualification criteria related to experience.~~

~~a) In case of completion of single work of similar nature costing, not less than the amount equal to 40% of the estimated cost put to tender:-~~

~~i) Any of the JV partner shall have the experience of having completed successfully a single work of similar nature equal to 40% of the estimated cost put to tender.~~

~~Or~~

~~b) In case of completion of two works of similar nature each costing not less than the amount equal to 25% of the estimated cost put to tender:-~~

~~i) Any one partner can match the above requirement.~~

~~Or~~

~~ii) At least two partners should each have completed at least one work of similar nature each costing not less than the amount equal to 25% of the estimated cost put to tender.~~

~~Or~~

~~e) In case of completion of three works of similar nature, each costing not less than the amount equal 20% of the estimated cost put to tender:—~~

~~i) Any one partner can match the above requirement.~~

~~Or~~

~~ii) Any two partners shall match the above requirement through completion of at least two work by one partner and one work by other partner of similar nature each costing not less than the amount equal 20% of the estimated cost put to tender:—~~

~~Or~~

~~iii) All the three partners shall match the above requirement through completion of at least one work of similar nature each costing not less than the amount equal 20% of the estimated cost put to tender.~~

~~— However, the participating share of JV partners shall be as below:—~~

~~i) Lead Partner shall have at least 50% participating share in JV~~

~~ii) Other partner(s) shall have at least 20% participating share in JV~~

Note:

~~a) In case the bidder is a Joint Venture, the above information in respect of each individual partner of JV may be furnished and the eligibility experience of JV will be assessed as per pre-defined logic elaborated above.~~

~~b) In case the bidder is a Joint Venture, the work experience of any or all of the individual partners of JV may be furnished to evaluate the work experience of the bidder. In case of JV, if work experience of all the partners are not submitted the system will not disqualify the JV and instead shall consider assuming a value of zero for partner/partners who has/have not submitted the experience value and certificate.~~

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

B. Financial Turnover

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

(The “Previous financial year” shall be computed with respect to the e-Publication date of NIT)

The intending bidders must submit the Financial Turnover certificate (with UDIN No.) issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India, containing the information as furnished by bidder.

The bidder has to upload in Confirmatory Document, the Financial Turnover certificate **having a Unique Document Identification Number (UDIN) with Institute of Chartered Accountants of India** for last 3 (three) financial years issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India.

~~The foreign partner(s) should submit Financial Turnover certificate based on IFRS (International Financial Reporting Standards) accounting standard certified by a local practicing public accountant/audit firm duly vetted/endorsed by the relevant *Embassy/High Commission concerned, towards authenticity of document.~~

~~(*Relevant embassy/High Commission means the embassy/High Commission in India of the country where the bidder has obtained Turnover certificate or country of origin of the bidder OR the Indian embassy in the country where the bidder has obtained Turnover certificate or country of origin of the bidder.)~~

Note:

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

~~Joint Ventures shall meet the above eligibility requirement, in the following manner:~~

~~The qualifying criteria parameter e.g. financial resources of the individual partners of the J.V. will be added together, for the relevant financial year, and the total should not be less than as spelt out above.~~

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line

- i) Financial Turnover for the last three years (last three years may be considered as stated above).
- ii) Name of the Chartered Accountant issuing Certificate.
- iii) Membership Number of the Chartered Accountant.
- iv) Scanned Copy of document as explained at clause 6B related to financial turnover.

Special Note :

- i) Confirmation regarding possessing of Financial Turnover issued by Practicing Chartered Accountant in the form of Yes / No in the GTE.

Scanned copy of documents to be uploaded by bidders : Financial Turnover certificate having a Unique Document Identification Number (UDIN) with Institute of Chartered Accountants of India.

Note:

- a) ~~In case the bidder is a Joint Venture, the above information in respect of each individual partner of JV may be furnished and the financial turnover of JV will be assessed by adding the information furnished on the system.~~
- b) ~~In case of JV, if financial turnover of all the partners is not submitted the system will not disqualify the JV and instead shall consider assuming a value of zero for partner/partners who has/have not submitted the financial turnover certificate.~~
- c) If the bidder does not submit turnover value and certificate for any year out of the three years, system will not disqualify him and instead shall consider all three years for computing the average by assuming a value of “zero” for the year(s) for which no information is given by the bidder.

C. Working Capital

Evidence of possessing adequate working capital (at least 20% of the “Annualized value or Estimated value whichever is less” of this work) inclusive of access to lines of credit and availability of other

financial resources to meet the requirement. The Bidder should possess the working capital within three months prior to the date of opening of tender.

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

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

~~For foreign Partner(s), Banker's Certificate regarding availability of access to credit (issued within three months prior to the date of opening of tender) should be duly vetted/endorsed by the relevant Embassy/High Commission concerned, towards authenticity of document.~~

~~(Relevant Embassy/High Commission means the Embassy/High Commission in India of the Country where the bidder has obtained Banker's Certificate or Country of origin of the bidder).~~

Data to be furnished by Bidder on-line in evaluation sheet :

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

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

Technical evaluation:

- i. The Bidder possesses the required working capital as well as the date of issue of certificate is within 3 months of the date of opening of tender.
- ii. The value of working capital as certified by the CA is greater than or equal to the minimum requirement.

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

Note:-

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

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

- i. In case of tender of more than one-year period of construction of plant including trial run and performance guarantee test, the annualized value to be worked out as under:

Estimated cost of the work (including GST) put to tender X 365 days

Annualized value=.....
 Period of construction of plant including trial run and performance guarantee test in days.

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

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

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

NOTE: 1. Access to line of Credit and availability of other financial resources shall imply the Net availability of Funds* towards Working Capital, as on the date on which bidder possesses working capital.
 * The net availability of funds is the availability of unutilized fund.

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

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

D. Permanent Account Number:

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

In respect of the above eligibility criteria the bidders are required to furnish the following information on line:

- i. Confirmation in the form of YES/NO regarding possessing PAN issued by Income Tax Department, Govt. of India in the GTE.
- ii. **Scanned copy of documents to be uploaded by bidders (BIDDER SPACE/ MY DOCUMENT/ Other Important Document (OID): PAN CARD of the bidder**

Note : In case of Joint Venture (JV), each INDIAN Partner of JV should possess PAN Card issued by Income Tax Department, Govt. of India and each FOREIGN Partner of JV should possess Verifiable Tax Residency Certificate of respective Country OR JV itself should possess PAN card issued by Income Tax Department, Govt. of India.

[In case the work is awarded to JV, the PAN, in the name of JV, is to be submitted before execution of Agreement]

E. 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

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line:

- i. Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT with respect to GST status of the bidder in the GTE.
- ii. **Scanned copy of documents to be uploaded by bidders (BIDDER SPACE/ MY DOCUMENT/ Other Important Document (OID):** GST Registration of the bidder

Note:

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

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

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

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

F. Legal Status of the bidder:

Any one of the following documents:

1. Affidavit or any other document to prove proprietorship/individual status of the bidder.
2. Partnership deed containing name of partners.
3. Memorandum & Article of Association with certificate of incorporation containing name of bidder
4. ~~Joint Venture agreement containing name of partners and lead partner, Power of Attorney to the Lead Partner and share of each partner.~~

Scanned copy of documents to be uploaded by bidders (BIDDER SPACE/ MY DOCUMENT/ Other Important Document (OID): Legal Status of the bidder.

G. Digital Signature Certificate (DSC):

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

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

H. Banning:

The bidders would give a declaration that they have not been banned or delisted by any Govt. or Quasi Govt. agencies or PSUs. If a bidder has been banned or delisted by any Govt. or Quasi Govt. agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualification. If the declaration is not given, the bid will be rejected as non-responsive.

I. Deleted

J. Purchase Preference under Make in India" Policy for "Local supplier".

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

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

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

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

- i. "Class-I local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under said order.
- ii. "Class-II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under said order.
- iii. "Non-Local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20% as defined under said order
- 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.
- 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 is 20%.

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

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

Note:-

- 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.

Scanned copy of documents to be uploaded by bidder(s) in support of information / declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document.

K. General Essential Requirements For Both Services And Works:

In order to qualify in the tender, the bidders have to accept the following conditions:

- i. All the Terms and Condition of the NIT and Tender Document Unconditionally on line in the form of User Portal Agreement.
- ii. Expected values of each of the General Technical Evaluation (GTE) items
- iii. To upload online the scanned copy of documents, as specified in the NIT for evaluation by Tender Committee as per the checklist given in the NIT.

Data to be furnished by Bidder on-line:

- i. Confirmation in the form of **Agree/Disagree** for accepting user portal agreement
- ii. Confirmation in the form of **Yes/No** for each GTE item

Technical evaluation by the System:

System will capture data in the **Agree/Disagree OR YES/NO** format from the bidder and will decide the eligibility for (i) & (ii) above.

For (iii), the confirmatory documents will be downloaded and evaluated by Tender Committee as explained in Part I. The outcome is to be uploaded on line in Confirmatory Document page by Evaluator

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

To be taken as per Checklist

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

The scanned copy of following documents (valid on the end date of bid submission) will be uploaded by the bidder while submitting bid online:

a) **General Technical Evaluation (GTE) and Bidder's space/ My Document:**

The bidders have to accept unconditionally in GTE (General Technical Evaluation) the Annexure I (Letter of Bid), Annexure IX (Integrity Pact), If applicable and Undertaking at Annexure II regarding Genuineness of the information furnished by him on-line & authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility criteria, declaration w.r.t Make in India order dated 16.09.2020 etc. No recycling will be done for this document i.e. no further clarification will be sought from bidder.

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

Sl. No.	Eligibility Criteria	Scanned copy of document(s) uploaded by bidder in Bidder's space/ MyDocument
1	2	3
1.	Permanent Account Number (Ref. Clause No. 6 (D) of NIT)	PAN card issued by Income Tax department, Govt. of India.
2.	Goods and Services Tax (GST) Status of Bidder (Not Applicable for Exempted Services) (Ref. Clause No.6 (E) of NIT and BOQ)	The following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ sheet: a) Status: <u>GST Registered Bidder under regular scheme</u> Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India. b) Status: <u>GST Registered Bidder under composition scheme</u> Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India. c) Status: <u>GST unregistered bidder:</u> 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.

3.	Legal Status of the bidder	<p><u>Document(s) covered under any one of the following sub-head(s):</u></p> <p>i. Affidavit or any other document to prove Proprietorship/Individual status of the bidder.</p> <p>ii. Partnership deed containing name of partners</p> <p>iii. Memorandum & Article of Association with certificate of incorporation containing name of bidder.</p>
----	----------------------------	---

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

Sl. No.	Submission of Documents related to Eligibility Criteria	Scanned copy of documents (valid on the end date of bid submission) to be uploaded by bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document
1.	Work Experience [Ref.Cl.No.6(A) of e-Tender Notice]	For work experience, bidders are required to submit satisfactory Work completion certificate issued by the employer against the experience of similar works containing all the information as sought online. In case of sub-contractor, suitable document as per provisions of eligibility, if applicable shall be submitted. Work Order, BOQ, TDS etc. may be sought during clarification or alongwith deficient documents as per relevant clause.
2.	Financial Turnover [Ref.Cl.No.6(B) of e-Tender Notice]	Financial Turnover certificate (with UDIN No.) for last 3 (three) financial years, issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India, containing the information as furnished by bidder.
3.	Working Capital [Ref.Cl.No.6(C) of e-Tender Notice]	Certificate with UDIN of Working Capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by Bidder on-line.
4.	Authorization for Digital Signature Certificate	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	Undertaking regarding relatives as employees of company, Registration with CMPF /EPF authorities, Banning/ Delisting of Bidder, Arbitration clause (in case of partnership/Joint Venture firm), Local supplier status of the Bidder as per clause 6(J) of NIT, Certificate regarding Restriction on bidder from a Country which Shares a land border with India etc as per the format given in the bid document at Annexure XV.
<p>Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.</p>		

8. General Instructions for Submission of Bid:

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

a) The bidder should strictly comply with the following instructions:

- i) The bidders are required to submit offers online in Two Parts (Two Covers) in the links Cover-I, and Cover-II.
- ii) Two Parts (Two Covers) of the bid should contain the details as follows:

Part-I/Cover-I:

- Authorization for DSC
- Undertaking
- Documents related to Eligibility Criteria as detailed at Clause No.6 & 7
- **Evaluation Sheet**

Part-II/Cover-II:

- a). Prices, only in the Excel format, as indicated in the Tender Document.
- b). In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL/Subsidiary (<https://coalindiatenders.nic.in>) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person. The bidder is one whose name will appear as bidder in the e-Procurement Portal.
- c). The bidders have to accept the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and Bid document, undertakings and the e-Tendering system through eProcurement Portal of CIL (<https://coalindiatenders.nic.in>) in order to become an eligible bidder. This will be a part of the agreement.
- d). **Letter of Bid:**
The format of Letter of Bid is given at **Annexure I** of Tender document. This will be the covering letter of the bidder for his submitted bid. The bidders have to accept unconditionally the Letter of Bid in GTE (General Technical Evaluation) at the time of bid submission. No recycling will be done for this document i.e. no further clarification will be sought from bidder(s).

e). **Confirmatory Documents:**

All the confirmatory documents (valid on the end date of bid submission) as enlisted in the e-Tender Notice (Clause No.7) in support of online information furnished by the bidder are to be uploaded in Cover-I by the bidder while submitting the bid online.

f). **Price Bid (Part-II/Cover-II):**

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 items on this Excel file. 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:-

- I. Status: GST Registered Bidder under regular scheme
- II. Status: GST Registered Bidder under composition scheme
- III. Status: GST unregistered bidder

The rates quoted by the bidder will be excluding GST and GST component (to be paid by CIL / Subsidiary and/or the bidder) will appear as a separate entity. The component of GST will be taken by the system based on the status of bidder selected by the bidder during bid submission and with the pre-defined business logic given in the BOQ file by the department. 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 in cover-II. The Price-bid (excluding GST) will be in Item Rate BOQ format and the bidder will have to quote for all the tendered items. 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

The L1 bidder will be decided based on Overall Quoted Value (i.e. cost to the Company). The system for decision of L1 bidder will be as per following 02(two) cases:-

Case – 1: Supply for which INPUT TAX CREDIT (ITC) is not available to the Company.

For calculation of Overall Bid Value, the GST [CGST, SGST/UTGST, IGST and GST (compensation to state tax)] chargeable on supply (whether payable by the bidder under forward charge or by CCL (under reverse charge)) as computed by the system will be added, to decide the L1 i.e the ranking of the Bidders will be decided based on rates quoted by the bidders plus GST. This value of the bidder will be “the Cost to Company” [Base value + GST].

Then share of GST to be deposited by CCL, if any will be deducted from overall bid value to arrive at the Contract value. The Price-bids of the tenderers shall have no condition. The Price Bid which is incomplete and not submitted as per instruction given above is liable for rejection.

Case – 2: Supply for which INPUT TAX CREDIT (ITC) is available to the Company.

For calculation of Overall Bid Value, the GST [CGST, SGST/UTGST, IGST and GST (compensation to state tax)] chargeable on supply (whether payable by the bidder under forward charge or by CCL (under reverse charge)) as computed by the system will be ignored to decide the L1 i.e the ranking of the Bidders will be decided based on rates quoted by the bidders excluding GST. This value of the bidder will be “the cost to Company”.

Then share of GST to be paid by bidder shall be added with overall bid value to arrive at the Contract value. The Price-bids of the tenderers shall have no condition. The Price Bid which is incomplete and not submitted as per instruction given above is liable for rejection.

Note: The bidder should select their GST category as per clause no. 6(E) of NIT.

9. 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 portal. Under no circumstances, CCL shall be liable to the bidders for any direct/indirect loss or damage incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

10. Extension of Time Schedule of Tender :

If the number of bids received online is less than three on the end date of bid submission, then the bid submission end date and bid opening date will be automatically extended for a period of four (04) days by the System. Even after extension of four days, no bid is received then the tender will be cancelled.

11. Opening of Technical Bid:

- 11.1 Opening of Technical bid: The Technical bid (Part-I/Cover-I) will be opened one day after the Bid submission end date or next working day whichever is later. Technical bid (Part-I/ Cover-I) will be decrypted and opened online by the “Bid Openers” with their Digital Signature Certificates on the prescheduled date & time of Tender Opening.
- 11.2 The e-Procurement System will evaluate the Technical bids automatically on the basis of relevant data provided by bidder through a form in an objective and structured manner while submitting bid. If the parameter given by bidder in objective and structured manner does not confirm to required eligibility criteria as specified in the tender document then the bid will be rejected.
- 11.3. All the documents uploaded by bidder(s) including i.e. Letter of Bid & EMD exemption documents (if any) and the Evaluation sheets generated by the system online shall be downloaded after opening of Technical bid (Part-I/ Cover-I). After decryption and opening of Technical bid (Part-I/ Cover-I) the “technical bid opening summary” will be uploaded on the same day.

12. Technical Evaluation of Tender:

- A. After opening of Technical bid, the documents submitted by bidder(s) in cover I as enlisted in the NIT will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/declarations furnished by the bidder(s) online. If it confirms to all of the information/ declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be considered eligible for opening of price bid.
- B. In case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information furnished online or in case corresponding document have not been uploaded by bidder(s) then the same will be specified on line by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 x 24 hours) time for online re-submission by bidder(s). The bidder(s) will get this information on their personalized dashboard under “Upload confirmatory document” link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder’s responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder(s) will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 7 days. If the bidder(s) fails to submit the specified document/s in 7(Seven) days (7 x 24 hours). No further document shall be sought from Bidder.
- C. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.
- D. The tender will be evaluated on the basis of documents uploaded by bidder(s) on line. The bidder(s) is/are not required to submit hard copy of any document through off line mode. Any document submitted off line will not be given any cognizance in the evaluation of tender.
- E. In case the bidder(s) submit(s) requisite documents online as per NIT, then the bidder(s) will be considered eligible for opening of Price Bid.
- F. Seeking clarification shall be restricted to confirmation of submitted document/online information only and it should be only for one time for a period of upto 7 days. The clarification shall be taken in online mode in the e- Procurement portal of CIL only.

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

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

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

J. Preference to Make in India (as applicable) vide Order No. P45021/2/2017-PP (BE-II) (Annexure-II) issued by Govt. of India as amended from time to time shall be applicable. Accordingly, provisions of these guidelines are to be modified suitably.

13. BID VALIDITY: The Bid Validity Period will be 180 (one hundred eighty) days from the end date of bid submission. The validity period of tender shall be decided based on the final end date of submission of bids, after extension, if any.

14. Price Bid Opening And Award Of Work:

A. The Tender Committee will recommend for award of work to the successful bidder after evaluation of the reasonableness of L-1 rates. The reasonableness of rates will be evaluated as per the provisions of Manual of CIL and other guidelines issued from time to time.

The approval for award of work to L-1 bidder will be accorded by the competent authority as per Delegation of Power based on the TC recommendation.

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

C. Any tender hosted on the e-Procurement site must be logically concluded i.e. either Award of work is issued at AOC page on e-Procurement portal in online mode or the tender is cancelled/ retendered online through corrigendum.

D. If L1 bidder backs out (i.e. Techno commercially established L1 bidder), the EMD will be forfeited and the bidder will be debarred for minimum one (1) year from participating in tenders in CCL.

15. The tenderer shall closely study all specifications in detail, which govern the rates for which he is tendering. However, banning shall be done as per Guidelines for Banning Business.

16. Modification and Withdrawal of Bid:

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

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

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

a) If the request of withdrawal is received before online notification for opening of price bid-

- i) the EMD will be forfeited and
- ii) the bidder will be debarred for 1 (One) year from participating in tenders in CCL. The Price-bid of remaining bidders will be opened and the tender process shall go on.

b) If the request of withdrawal is received after online notification for opening of price bid-

- i) the EMD will be forfeited and
- ii) the bidder will be debarred for minimum 1 (One) year from participating in tenders in CCL. The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:
 - ❖ If the bidder withdrawing his bid is other than L-1, the tender process shall go on.
 - ❖ If the bidder withdrawing his bid is L-1, then re-tender will be done.

Note: Standard Operative Procedure (SOP) for managing the cases of Withdrawal of Bids in e-Procurement System of CIL / Subsidiary.

I. The Mode of Withdrawal:

A. On line Withdrawal of Bids:

- a. The system of online withdrawal is available on the portal up to end date of bid submission, where any bidder can withdraw his/her bid which will attract no penal action.
- b. The system of online withdrawal beyond end date of bid submission and till award of contract is also available but not fully functional and under development stage. Once it is developed and implemented only online withdrawal shall be considered except for some exceptional cases as mentioned in clause below.

B. Offline Withdrawal of Bids :

- a. A partner of bidder (in case of JV and partnership firms) whose DSC is registered on the e-Procurement portal can access the portal for online withdrawal but when there is a split in the business relationship, the partners whose DSC is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners may opt to use offline method of withdrawal of his/her offer (or express his disassociation from the bidder organization).
- b. Till a fully functional system of online withdrawal of bid (beyond end date of bid submission and till award of contract) is not developed and implemented, offline withdrawal shall also be considered.

17. Tender Status:

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

18. Refund of EMD:

- a. EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the cases where EMD is to be forfeited).
- b. No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.
- c. If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason then it will be paid through conventional system of e-payment. For this purpose, if required, Tender Inviting Authority will obtain the Mandate Form from the Bidder.

- d. In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.
 - e. If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender.
 - f. The EMD of successful bidder (on Award of Contract) will be retained by CIL/Subsidiary and will be adjusted to Performance Security Deposit.
19. The work should be completed within **180** days and the date of commencement of the work will be reckoned from the actual date of handing over the site for this purpose.
 20. In case the works / service is awarded to a joint venture participating in the tender they have to submit GST registration (as applicable in the tender and for the bidder status) on the name of the Joint Venture after Award of the Works / Service at the time execution of agreement / before the payment of first running on account bill.
 21. 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.
 22. The Company does not bind itself to accept the lowest bid and reserves the right to reject any or all the bid without assigning any reasons whatsoever and also to split up the work between two or more tenderers or accept the tender in part and not in its entirety, at its sole discretion.
 23. Any addendum/corrigendum/date extension etc. in respect of this tender shall be issued on our website (<https://coalindiatenders.nic.in>) only. No separate notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.
 24. 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.

25. Non-disclosure/ Confidentiality clause:

The bidder will not at any time during pendency of contract or afterwards, disclose to any person any information as to documents, components, parts, information, drawings, data, sketches, plans, programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to finance , invention, research, design or development of information system and any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by any patent application prepared or filed by or on behalf of CCL, in any jurisdiction, and any amendments or supplements thereto. The bidder should understand that any breach of this clause would constitute a serious offence for which appropriate legal action may be taken to ensure the enforcement of confidentiality clause.

CCL also desires that the bidder shall hold in trust and confidence, and not disclose to others or use for its own benefit or for the benefit of other, any Proprietary Information which is disclosed to the bidder by CCL at any time during the agreement / award of work / execution of work and thereafter. The bidder shall disclose Proprietary Information received under the contract to person within its organization only if such persons (i) have a need to know and (ii) are bound in writing to protect the confidentiality of such Proprietary Information. This clause shall survive and continue after any expiration or termination of the contract and shall bind the contractor, its employees, agents, representatives, successors, heirs and assigns.

26. ~~Pre-Contract Integrity Pact :~~

~~— The bidder is required to go through the Integrity Pact (Annexure IX) which is the part of bid document. The bidder, submitting the bid shall sign and upload the Integrity Pact as given in the bid document. (In the bidder’s space)~~

~~— Name, address and contact No. of the Independent External Monitors (IEM) nominated for this tender:~~

Sl. No.	Name	Email Id

27. Restriction of bidder from a country which shares a land border with India and on sub-contracting to contractors from such countries

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or Joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. “Bidder” from a country which shares a land border with India” for the purpose of this order means:-
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (III) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. “Controlling ownership interest” means ownership of or entitlement to more than Twenty Five Percent of shares or capital or profits of the company.
- b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen per cent of capital or profits of the partnership.

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. 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.

Note:

1. (a) The intending bidder must accept unconditionally in General Technical Evaluation (GTE) the Undertaking at **Annexure-II** in compliance to order no., F. No.6/18/2019-PPD dt 23/7/20 Of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to “restriction of bidders from a country which shares a land border with India and on sub-contracting to contractors from such countries.”

AND

- (b) Valid registration from competent authority (If applicable).
Registration should be valid at the time of submission of bid and acceptance of bids.
2. Regarding registration with Competent Authority, Annexure-II may please be referred.
3. Regarding exclusion from restriction, Annexure-II may please be referred.
4. As per Office Memorandum No. F.18/37/2020-PPD dated 08.02.2021 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, GOVERNMENT OF INDIA the following is hereby clarified:
 - i. A bidder is permitted to procure raw material, components, sub-assemblies etc. from vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the Competent authority (as per para 11 of the order issued vide OM F.No.6/18/2019-PPD dated 23.07.2020 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, GOVERNMENT OF INDIA),as it is not regarded as “sub-contracting”.
 - ii. However, in case a bidder has proposed to supply finished goods procured directly/indirectly from vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.

Sd/- on 10.04.2023
General Manager (Civil)/TA
CCL, Ranchi

Section-II
Instruction to Bidder

Section-II
INSTRUCTIONS TO BIDDERS

1. Scope Of Bidder:

1.1 The **CENTRAL COALFIELDS LIMITED** (referred to as Employer in these documents) invites bids for the work(s) on Turnkey basis as mentioned in the Bid Notice. The Bidders should submit Bids for all the works mentioned in the Notice.

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

2. Eligible Bidders:

2.1 The Invitation for Bid is open to all Bidders including an individual, proprietorship firm, partnership firm, company registered under Companies Act, any legal entity or joint ventures. The bidders shall be eligible to participate only if they fulfill the qualifying/eligibility criteria specified in e-tender Notice and at Clause 6.

2.2 A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works shall not be eligible to Bid.

2.3 Joint Venture:- Two or three companies/ contractors may jointly undertake contract/contracts. Each entity will be jointly and severally responsible for completing the task as per the contract (applicable for bids with estimated cost above Rs.5.0 crores).

Joint Venture details:-

Name of all partners of a joint venture (not more than 3)
1.Lead partner
2.Partner
3.Partner

Note - The participating share of JV Partners shall be as below;

i) Lead Partner shall have at least 50% participating share in JV.

ii) Other partner(s) shall have at least 20% participating share in JV.

Joint Venture must comply the following requirements:

i) Minimum qualification requirements for Joint Venture :

a) The qualifying criteria parameter e.g. experience of the individual partners of the J.V will be as deliberated under Cl.No.6A of e-Tender Notice towards fulfillment of qualification criteria related to experience.

b) The qualifying criteria parameter e.g. financial resources (Turnover and Working Capital) of the individual partners of the J.V. will be added together, for the relevant period, and the total value should not be less than as deliberated under Cl.No.6 (B) and 6(C) of e-Tender Notice towards fulfillment of qualification criteria related to financial turnover.

However, the required Working Capital shall be met by individual JV partners as spelt out in the relevant clause.

- ii) The formation of joint venture or change in the Joint Venture character/ partners after submission of the bid and any change in the bidding regarding Joint Venture will not be permitted.
- iii) The bid, and in case of a successful bid - the agreement, shall be signed so as to legally bind all partners jointly and severally and any bid shall be submitted with a copy of the Joint Venture Agreement providing the joint and several liabilities with respect to the contract.
- iv) The pre-qualification of a Joint Venture does not necessarily pre-qualify any of its partners individually or as a partner in any other Joint Venture or association. In case of dissolution of a Joint Venture, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
- v) The bid submission must include documentary evidence to the relationship between Joint Venture partners in the form of JV Agreement (**Annexure-VIII**) to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the Joint Venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if prequalified) and to execute the contract for the facilities if their bid is successful.
- vi) One of the partners shall be nominated as 'In-charge' of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners.
- vii) The JV Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.
- viii) The contract agreement should be signed by each Joint Venture Partners. Subsequent declarations/letters/documents shall be signed by lead partner authorized to sign on behalf of the JV or authorized signatory on behalf of JV.
- ix) **The Bid Should be digitally signed by the DSC holder submitting the bid.**
- x) An entity can be a partner in only one Joint Venture. Bid submitted by Joint Venture including the same entity as partner will be rejected.
- xi) The JV agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required to fulfill eligibility and also for the purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.
- xii) The Earnest Money/Bids Security Bank Guarantee can be submitted by the Joint Venture or one or more partners of the Joint Venture.

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

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

- xiv) JV agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.
- xv) JV shall open a Bank Account in the name of JV and all payments due to the JV shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN, GST Registration Certificate with GSTIN, CMPF / EPF Registration etc. in the name of the Joint Venture shall be submitted by JV before making any payment.
- xvi) The JV/Consortium must enroll in the e-Procurement portal with the name of the firm as appearing in the JV/Consortium agreement.
- xvii) If a bidder participates as a joint venture (JV), the benefits as per Public Procurement Policy for MSEs Order-2012 shall not be applicable for them.

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

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

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

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

3. Qualification Of The Bidder:

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

3.2 If the employer has not undertaken pre-qualification of potential bidders, all bidders shall fulfill the eligibility / qualifying criteria as detailed at point. 6 & 7 of e-tender Notice. In addition the bidders shall also fulfill technical requirements to make them eligible for award of contract. Such details shall be submitted as deliberated at e-Tender Notice.

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

- 3.4 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
- a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

Note:

The documents to be furnished by the bidder to prove that he is satisfying the qualification criteria laid down should all be valid on the end date of bid submission and should be in the bidders name except in cases where though the name has changed, owners continued to remain the same and in cases of amalgamation of entities and when a holding company relies on credential of its wholly owned subsidiary.

4. One Bid Per Bidder:

- 4.1 Each Bidder shall submit only one Bid, either individually, or as a proprietor, or as a partner in a partnership firm or as a partner in a joint venture or as a Company registered under Companies Act. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.
- 4.2 Conflict of Interest.
- A Bidder may be considered to have a Conflict of Interest with one or more parties in this bidding process, if:
- a) they have controlling partner(s) in common; or
 - b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
 - c) they have the same legal representative/agent for purposes of this bid; or
 - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
 - e) a Bidder or any of its affiliate participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid; or
 - f) in case of 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.

5. Cost Of Bidding:

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

6. Site Visit:

- 6.1 The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of Works and its surroundings, approach road, soil condition, investigation report, existing works, if any, connected to the tendered work, drawings connected to the work, if / as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 6.2 It shall be deemed that the Bidder has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates.
- 6.3 The bidder is expected, before quoting his rate, to go through the requirement of materials / workmanship, specification, requirements and conditions of contract.

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

7. Content Of Bidding Documents:

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

- i) e-Tender Notice,
- ii) Instructions to Bidders, Letter of Bid and Undertaking.
- iii) Conditions of Contract (General Terms & Conditions, Special Terms and conditions, General Technical Conditions, Erection Conditions of Contract, Safety Norms etc.)
- iv) Specifications and Scope of Work
- v) Tender drawing
- vi) Integrity Pact, if applicable;
- vii) Various Forms of Securities, form of Article of Agreement,
- viii) Bill of Quantities,
- ix) e-Tender User Portal Agreement.

8. Discrepancies In Contract Documents & Adjustments Thereof:

8.1 The documents forming part of the contract are to be treated as mutually explanatory of one another and in case of discrepancy between schedule of quantity, the specifications and/or drawing, the following order of preference shall be observed:

- a) Description in Bill of Quantities of work.
- b) Particular specification and special conditions, if any
- c) Drawings.
- d) General specifications.
- e) BIS Specifications.

8.2 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.

8.3 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 the Drawings and Specifications forming part of the particular contract document.

9. Clarification Of Bidding Documents:

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

10. Amendment Of Bidding Documents:

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

10.2 Any addendum thus issued shall be a part of the bidding document and shall be displayed in the website.

10.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may extend, as necessary, the deadline for submission of Bids.

11. Language Of Bid:

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

12. Bid Prices:

12.1 The bidder shall closely study all specification in detail and scope of work which govern the rates he is quoting. The contract shall be for the whole Works as described in Sub-Clause 1.1, based on the scope of work as detailed in the bidding document.

12.2 The Bidder shall submit rates and prices for all items of the Works described in the scope of works.

12.3 All duties, taxes [excluding Goods and Services Tax (GST) and GST (Compensation to State) Cess only] and other levies, royalty, building and construction workers cess (as applicable in States), whether local, municipal, provincial or central pertaining to the contract payable by the Contractor/Supplier under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder.

Applicable GST either payable by bidder or by company under reverse charge mechanism shall be computed by system in BOQ sheet as per predefined logic.

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

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

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

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

Further, any GST credit note required to be issued by the bidder / contractor under the GST provisions should be issued within the time limit prescribed under the GST law.

However, in case bidder/contractor is GST unregistered bidder/dealer or GST registered under composition scheme in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In case of unregistered dealer/bidder, GST,

if applicable will be deposited by CIL/Subsidiary directly to concerned authorities in terms with GST provisions.

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

If CCL fails to claim Input Tax Credit(ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of contractor/supplier of goods and services in incorporating the tax invoice issued to CCL 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 contractor/supplier along with interest and penalty, if any.

Note:

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

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

13. Currencies Of Bid And Payment:

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

14. Bid Validity:

14.1 The Bid Validity period will be **180** (one hundred eighty) days from the end date of bid submission. The Bid Validity period shall be decided based on the final end date of submission of bid (in case of extension of date).

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

15. Bid Security/Earnest Money Deposit:

15.1 The bidder shall furnish, as part of his bid, a Bid Security/Earnest Money of the amount as shown in e-Tender Notice and in the form as deliberated at Clause 3 of e-Tender Notice. In case of extension of Bid validity on mutual consent, the validity of BG shall be suitably extended.

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

15.3 The Bid Security/Earnest Money may be forfeited :

- a. If the Bidder withdraws the Bid after Bid opening during the period of Bid validity / extended validity with mutual consent. OR

- b. In the case of a successful Bidder, if the Bidder fails within the specified time limit to: (i).sign the Agreement; OR
(ii) Furnish the required Performance Security Deposit.

Additionally the bidder will not be allowed to participate in the re-tender. The company reserves the right to debar such defaulting contractor from participating in future bids for a minimum period of 12 months.

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

16. Deadline For Submission Of Bids:

16.1. Bids shall be submitted on line on the web site <https://coalindiatenders.nic.in> within the date and time specified in the e-Tender Notice.

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

17. Evaluation Of Bids:

17.1. Bid Evaluation and comparison of Bids will be done by System online. This online evaluation will be validated by CCL at each stage as deliberated in e-Tender Notice. The bidder shall also comply with system requirement as deliberated in e-Tender Notice. Bid evaluation shall be done after taking into consideration overall quoted price by the bidder and effect of Goods & Service Tax (GST) and GST (Compensation to State) Cess (if applicable). The L-1 will be decided by the System based on "Cost to Company" as per the predefined logic in the BoQ sheet and based on the aggregate of quoted amount for "Works & Services" and "Supply of Plant & Machinery".

17.2. If the Bid of the successful Bidder is seriously unbalanced in relation to the Company's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the methods and schedule proposed.

18. Award Criteria:

18.1. Subject to Clause No.19, the Employer will award the Contract to the best qualified Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price. Employer shall be the sole judge in this regard.

19. Employer's Right To Accept Any Bid, Negotiate And To Reject Any Or All Bids:

Notwithstanding Clause No.18, the Employer reserves the right to accept, negotiate or reject any Bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

20. Notification Of Award And Signing Of Agreement:

20.1. The Bidder, whose Bid has been accepted, will be notified of the award by the Employer prior to expiration of the Bid validity period on e-Procurement portal (<https://coalindiatenders.nic.in>) and additionally by registered/speed post. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the

Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").

20.2. The notification of award will constitute the formation of the Contract.

The works should be completed within the period specified in the e-Tender Notice from expiry of 30 (Thirty) days from the receipt of Letter of Acceptance (LOA) issued by department or from 7th day of handing over of the site, whichever is later.

The date of receipt of Letter of Acceptance (LOA) by the successful bidder shall be taken as the date on which the LOA is uploaded on e-Procurement portal (<https://coalindiatenders.nic.in>).

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

In case of failure to submit Performance Security Deposit (PSD) and enter into agreement in specified period or extended period, on written request of contractor, if any, the department in addition to other penal measures as per clause 15.3 of ITB shall debar the selected bidder from participating in reTender. In addition, the department may debar the bidder from participating in future bids for at least twelve months.

20.4. In the bidding process, the cause of rejection of Bid of any bidder should be intimated to nonqualified bidder through e-Procurement portal (<https://coalindiatenders.nic.in>).

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

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

The contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Engineer-in-Charge, his representatives or any other officials authorized by the Company for the purpose.

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

21. Performance Security/Security Deposit:

21.1 Security Deposit shall consist of two parts;

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

The security deposit shall bear no interest.

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

- a Bank Guarantee in the form given in the bid document from any schedule bank acceptable to the owner. Bank guarantee issued by out station bank shall be operative at their local branch at Ranchi (JH) or their branch at Kolkata (if the issuing bank does not have any branch at Ranchi).
- Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner.
- Demand Draft drawn in favour of **CENTRAL COALFIELDS LIMITED** on any Scheduled Bank payable at its Branch at Ranchi (Jharkhand).

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

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

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

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

(a) at Bidder's option by a Scheduled Bank as per provisions of Cl.21.1.1. The BG shall contain complete postal address, telephone number, fax number and email address of both out station bank issuing the BG as well as its local operating branch.

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

Note:

- (i) The Bank Guarantee issued by a scheduled bank shall be operative at its branch situated at Ranchi (Jharkhand State) or if the issuing bank does not have any branch at Ranchi then Bank Guarantee shall be operative at any of its Kolkata Branch.
- (ii) The Bank Guarantee (BG) issued by the issuing Bank on behalf of contractor in favour of "**CENTRAL COALFIELDS LIMITED**" shall be in paper form as well as issued under "Structured Financial Messaging System (SFMS)".

The details of beneficiary for issue of Bank Guarantee (BG) under SFMS platform is furnished below:

A. State Bank of India as advising Bank of CCL:

Name of beneficiary and details	Name	Central Coalfields Limited
	Area	CCL HQ
	Bank A/C no. of beneficiary	10106155123
	Customer ID/CIF no of beneficiary	80288731402
	Department	TA
Beneficiary's Bank, Branch and Address	Beneficiary's Bank	State Bank of India
	Branch and Address	SME Branch, Doranda, Ranchi - 834002
	SFMS Code/ IFSC Code	SBIN0009620

Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security/ earnest money.

In addition to the above penal measures, the bidder will not be allowed to participate in the re-tendering process. The bidder may also be banned from participating in future tenders in the subsidiary for a minimum period of 12 Months.

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

Retention Money may be released against equivalent Bank Guarantee.

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

21.3 Performance Security / Retention Money shall be converted into Performance Guarantee on successful completion of work in accordance with contract and upon satisfactory PG Test.

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

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

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

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

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

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

21.8 Performance Security deposit shall be returned to the Contractor after successful completion of 03 (three) year of Defect Liability Period without any interest. The balance SD i.e. Retention Money shall be released without any interest after successful completion of entire period of the Defect Liability. Any defect/defects in the work, if detected during Guarantee Period/Defect Liability Period shall be rectified or equipment/ system shall be replaced to the satisfaction of the engineer In-charge within the said defect liability/operation/maintenance guarantee period or its due extension till completion of the rectification/ replacement works as required.

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

Additionally, the company shall ban such defaulting contractor as per the guidelines of Banning of business of CIL. In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.

However, banning shall be done as per Guidelines for Banning of Business of CIL.

22. Employment Of Labour:

22.1 Contractors are to employ, to the extent possible (as per policy decision of the company valid from time to time), local project affected people and pay wages not less than the minimum wages as per minimum Wages Act of Central or state govt. (whichever is higher) or HPC wages of CIL as applicable and mentioned in NIT.

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

In all the cases mentioned above, the contractor needs to ensure that the employee has become a member of any of the provident fund as the case may be and the unique membership number of the CMPF/EPF or Allied Scheme needs to be submitted to Employer.

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

Note:

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

Payment of Wages to Contractor's Labours.	(i) For Construction of Plant: As per Minimum Wages Act of Central/State Govt. (higher).	The latest Rate as per Govt. Notification and as available on the Govt. Website shall be applicable
	(ii) For Operation & Maintenance of Plant: High Power Committee (HPC) Wages of CIL.	The latest Rate as per CIL Notification and as available on the Coal India Limited Website (www. Coalindia.in) shall be applicable.

22.2 The Contractor shall comply with statutory requirements of various acts including Child Labour (Prohibition & Regulation) Act, 1986 as amended from time to time and all rules, regulations and schemes framed thereunder from time to time in addition to other applicable labour laws.

22.3 The payment to the contractor's labourers has to be made through Bank only.

22.4 Bonus is to be paid to the contract workers engaged by the Contractors as per the provisions of Payment of Bonus Act, 1965 **as amended from time to time**.

22.5 The contractors shall register themselves on the Contract Labour Payment Management Portal (CLPMP) of CIL 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.

22.6 All the contract workers shall be covered with the Bio-metric attendance system for payment of wages.

22.7 Contractors should deploy suitably experienced workers as mentioned in relevant Govt. circular.

Note:

In case company decides/ circulates separate wages for such works within mine premises, the same may be allowed based on appropriate circular. Clause 22.1 shall stand amended to this extent before notification of bid.

23. Legal Jurisdiction:

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

24. Deemed Exports:

If the bidder has quoted any item/items under the deemed exports then it will be the responsibility of the Bidder to get all the benefits under deemed exports from the Government. The Company's responsibility shall only be limited to the issuance of required certificates. The quotation of the Bidder will be unconditional and phrases like "Subject to availability of deemed exports benefit" will not find place in it.

25. Consultants Not To Bid & Vice-Versa:

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

26. Sub-Contractor/ Sub-Vendor :

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

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

1. Indigenously manufactured with BIS/ ISI marking wherever it is mandatory or conforming to BIS standards or ISO certification etc or reputed brand in that order.

2. Overseas manufactured with certification regarding quality like relevant ISO/British Standard Certification/ any other International quality certification etc. Failing which internationally reputed brand in that order.

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

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

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

27. e-payment:

Successful bidder will be required to submit a Mandate Form in the prescribed format (Annexure-III), duly signed by bidder and the Bank officials for e-Payment.

28. Integrity Pact:

Bidders are required to submit the Pre-Contract Integrity Pact duly signed, witnessed and uploaded as per enclosed format (**Annexure-IX**) along with the bid in Part-I. This will be signed by the authorized signatory of the bidder(s) with name, designation and seal of the Company. Bidders who do not sign the Integrity Pact shall be disqualified from participation in the Bid process.

29. Changes in Firms Constitution to be intimated:

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

30. Miscellaneous:

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

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

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

30.4 Throughout the bidding documents, the terms 'Bid' and 'Tender' and their derivatives are synonymous.

30.5 The processes for entering into the agreement with the successful bidder will be done offline as per the prevailing manual system. The contractor will submit the following documents within 28 days of issue of LOA, for execution of Agreement :

- i. Non Judicial Stamp Paper of Rs.100.00
- ii. Site handover and takeover certificate, jointly signed by Engineer-in-Charge and the Contractor.

- iii. Labour License as per Contract Labour (Regulation & Abolition) Act, 1970.
- iv. Insurance Policy certificates (Worker's Compensation Policy & All Risk Policy) duly pledged in the name of CCL.
- v. CMPF/EPF Registration certificate. (if applicable)
- vi. Valid H.T. Electrical Contractor's license (if applicable)
- vii. Detail Time and Progress Chart, jointly signed by Engineer-in-Charge and the Contractor.
- viii. List of Technical & Supervisory Personnel to be deployed for execution of the work.

31. An Amount of 1% (one percent) of the work value payable to the contractors will be deducted from all Bills towards the worker's welfare under Building and other Construction Worker's Welfare Cess Rules'1998 and Building and other Construction Worker's Welfare Cess Act'1996 (As applicable in the States).

32. The provisions of Public Procurement (Preference to Make in India) Order 2017 and its further amendments will have to be complied with by the contractor where ever applicable.

33. Instruction to Bidder shall be a part of contract agreement.

SECTION -III

**GENERAL TERMS AND CONDITIONS OF
CONTRACT**

SUB-SECTION – III
GENERAL TERMS AND CONDITIONS OF CONTRACT

1. Definitions :

- i. The word "Company" or "Employer" or "Owner" wherever occurs in the conditions, means the **CENTRAL COALFIELDS LIMITED**, represented at the headquarters of the Company by the CMD or his authorised representative or any other officer specially deputed for the purpose.
- ii. The word "Principal Employer" or "Engineer" wherever occurs, means the authorised representative or any other officer specially deputed by the Company for the purpose of contract.
- iii. The word "Contractor"/"Contractors" or "Manufacturer" wherever occurs means the successful Bidder/Bidders who has/have deposited the necessary Earnest Money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or company, as the case may be.
- iv. "The Site" shall mean the site of the contract work including land and any building and erections thereon and any other land allotted by the company for contractor's use 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/Designated Officer-in-charge will be clearly defined in the contract document. Engineer-in-charge/Designated Officer-in-charge who is of an appropriate seniority will be responsible for supervising and administering the contract, certifying payment due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. Engineer-in charge/Designated Officer-in- charge may further appoint his representatives i.e. another person/ Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under the Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned will be that of the Engineer-in-charge/Designated Officer-in-charge.
- 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' shall mean and include the furnishing of equipment, labour, and the services in accordance with the contract or parts thereof as the case may be and shall also include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.

- 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" 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. "Manufacturer's Works' or Contractor's Works" shall mean the place of work used by the Manufacturer, the Contractor, their collaborators or sub-contractors for the performance of the works.
- 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 authorised 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/Engineer-in-Charge.
- xx. "Test of Completion" shall mean such tests as prescribed in the contract to be performed by the contractor before the Works is taken over by the Owner.
- xxi. "Start-up" shall mean the time period required to bring the equipment covered under the Contract from an inactive condition, when construction is essentially complete, to the state ready for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting sub-systems; initial operation of the complete equipment covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action; shut down inspection and adjustment prior to the trial operation period.
- xxii. "Initial operation" shall mean the first integral operation of the complete equipment covered under the contract with sub-systems and supporting equipment in service.
- xxiii. "Trial Operation", "Reliability Test", "Trial Run", "Complete Test" shall mean the extended period of time after the "Start-up" period. During this trial operation period the unit shall be operated over the full load range. The length of Trial Operation shall be as determined by the Engineer, unless otherwise specified elsewhere in the Contract.
- xxiv. "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.
- xxv. "Commercial Operation" shall mean the condition of operation in which the complete equipment covered under the contract is officially declared by the owner to be available for continuous operation at different loads upto and including rated capacity. Such declaration by the owner however, shall not relieve or prejudice any of the contractor's obligation under this contract.
- xxvi. "Final Acceptance" shall mean the owner's written acceptance of the works performed under the contract, after successful completion of performance and guarantee tests.
- xxvii "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.
- xxviii "Drawings"/"Plans" shall mean all :
- (a) drawings furnished by the owner/consultant as a basis for proposals,
 - (b) supplementary drawings furnished by the Owner/Consultant to clarify and to define in greater detail the intent of the contract,
 - (c) drawings submitted by the contractor with his proposal provided such drawings are acceptable to the Owner/Consultant,

- (d) drawings furnished by the Owner/Consultant to the Contractor during the progress of the work, and
 - (e) engineering data and drawings submitted by the Contractor during the progress of the work provided such drawings are acceptable to the Engineer,
- xxix "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.
- xxx Words importing singular only shall also include the plural and vice-versa where the context so requires.
- xxxi Words importing "Person" shall include firms, companies, corporations, and associations or bodies of individuals, whether incorporated or not.
- xxxii Terms and expressions, not defined herein, shall have the same meaning as are assigned to them in the Indian Sale of Goods Act, failing that in the Indian Contract Act, and failing that in the General Clauses Act.
- xxxiii "Commissioning" the plant/project shall mean completion in all respects of construction rendering the plan/project ready for performance test and commercial operation as per xxv.
- xxxiv "Government Approvals" shall mean all permits, licenses, authorisations, consents, clearances, decrees, waivers, privileges, approvals from and filing with government instrumentalities necessary for the development, construction and operation of the plant/project.
- xxxv "Month" shall mean a calendar month according to the Gregorian calendar.
- xxxvi "Bank Guarantee" shall mean the Bank Guarantee to be provided by to.....

2. Contract Documents :

The following documents shall constitute the contract documents :

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

Discrepancies In Contract Documents & Adjustments Thereof

- (i). The documents forming part of the contract are to be treated as mutually explanatory of one another and in case of discrepancy between schedule of quantity, the specifications and/or drawing, the following order of preference shall be observed;

- a) Description in Bill of Quantities of work.
 - b) Particular specification and special conditions, if any
 - c) Drawings.
 - d) General specifications.
 - e) BIS Specifications.
- (ii). 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.
- (iii). 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 the Drawings and Specifications forming part of the particular contract document.
- 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 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 60 (sixty) days from the date of 'Acceptance of Tender' 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 'Acceptance of tender'. The performance Guarantee shall be as per terms prescribed in clause 21 of Instructions to Bidders of this tender.
- 2.3 The owner, after the issue of the letter of Acceptance of Tender, will send one copy of the final agreement to the contractor for his scrutiny and approval.
- 2.4 The agreement, unless otherwise agreed to, shall be signed within 60 days of the issue of the letter of Acceptance of tender, at the office of the owner on a date and time to be mutually agreed. The contractor shall provide for signing of the contract, performance guarantee in copies as required, appropriate power of attorney and other requisite materials. In case it is agreed mutually that the contract is to be signed beyond the stipulated time, the bid guarantee submitted with the tender will have to be extended accordingly.
- 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 Subsequent to signing of the contract, the contractor at his own cost shall provide the owner with at least six (6) true copies of agreement within thirty (30) days after the signing of the contract.

2.8 The contract shall be considered as having come into force from the date of the letter of acceptance of tender issued by the owner.

2.9 The laws applicable to this contract shall be the laws in force in India. The courts of **RANCHI** shall have exclusive jurisdiction in all matters arising under this contract.

3. **Contract Performance Guarantee/ Security Deposit** :

3.1 Security Deposit shall consist of two parts:

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

The security deposit shall bear no interest.

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

- Bank Guarantee in the form given in the bid document from any schedule bank acceptable to the owner. Bank guarantee issued by out station bank shall be operative at their local branch at Ranchi (JH) or at their branch at Ranchi
- Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner.
- Demand Draft drawn in favour of “**CENTRAL COALFIELDS LIMITED**” on any Scheduled Bank payable at its Branch at Ranchi (JH).

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

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

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

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

In addition to the above penal measures, the bidder shall not be allowed to participate in the re-tendering process. The company shall also ban such defaulting contractor as per the Guidelines of Banning of Business of CIL. In case of JV/Partnership firm, the banning shall also be applicable to all individual partners of JV/Partnership firm.

However, banning shall be done as per Guidelines for Banning of Business of CIL.

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

(a) at Bidder's option by a Scheduled Bank as per provisions of cl.3.1.1. The BG shall contain complete postal address, telephone number, fax number and email address of both out station bank issuing the BG as well as its local operating branch.

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

Note:

- (i) The Bank Guarantee issued by a scheduled bank shall be operative at its branch situated at Ranchi (Jharkhand State) or if the issuing bank does not have any branch at Ranchi then Bank Guarantee

shall be operative at any of its Kolkata Branch.

- (ii) The Bank Guarantee (BG) issued by the issuing Bank on behalf of contractor in favour of “**CENTRAL COALFIELDS LIMITED**” shall be in paper form as well as issued under “Structured Financial Messaging System (SFMS)”.

The details of beneficiary for issue of Bank Guarantee (BG) under SFMS platform is furnished below:

A. State Bank of India as advising Bank of CCL:

Name of beneficiary and details	Name	Central Coalfields Limited
	Area	CCL HQ
	Bank A/C no. of beneficiary	10106155123
	Customer ID/CIF no of beneficiary	80288731402
	Department	TA
Beneficiary’s Bank, Branch and Address	Beneficiary’s Bank	State Bank of India
	Branch and Address	SME Branch, Doranda, Ranchi - 834002
	SFMS Code/ IFSC Code	SBIN0009620
	In case of Foreign BG Swift Code	SBININBB387

Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security/ earnest money.

In addition to the above penal measures, the bidder will not be allowed to participate in the re-tendering process.

3.1.3 Retention Money should be deducted at 5% from running bills. Total of performance security and Retention Money should not exceed 10% of contract amount or lesser sum indicated in the bid document.

Retention Money may be released against equivalent Bank Guarantee.

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

3.3 Performance Security / Retention Money shall be converted into Performance Guarantee on successful completion of work in accordance with contract and upon satisfactory PG Test.

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

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

(a) The successful bidder guarantees the successful and satisfactory operation of the equipment furnished and erected under the contract, as per the specifications and documents,

(b) The successful bidder further guarantees that the equipment provided and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the employer fully remedy free of expenses to the Employer such defects as developed under the normal

use of the said equipment within the period of guarantee specified in the relevant clause of the Conditions of Contract.

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

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

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

3.8 Performance Security deposit shall be returned to the Contractor after successful completion of 03 (three) years of Defect Liability Period without any interest. The balance SD i.e. Retention Money shall be released without any interest after successful completion of entire period of the Defect Liability. Any defect/defects in the work, if detected during Guarantee Period/Defect Liability Period shall be rectified or equipment/ system shall be replaced to the satisfaction of the engineer In-charge within the said defect liability/ operation/ maintenance/guarantee period or its due extension till completion of the rectification/ replacement works as required.

4. Assignment And Subletting Of Contract

4.1 The contractor may, after informing the engineer in charge/ designated officer in charge, with proper justification for acceptance, assign or sub-let the contract or any part thereof other than for raw materials, for minor detail or any part of the plant for which makes are identified in the contract document. Suppliers of the equipment/system not identified in the contract document or any change in the identified supplier mentioned in the contract document can be changed and same may be informed to engineer in charge/ designated officer in charge, with proper justification for acceptance. The experience list of the equipment/system vendors under consideration by the contractor for this contract over the list mentioned in the contract document shall be furnished to the engineer in charge/ designated officer in charge prior to procurement of all such items/ equipment. Such assignment of sub-letting shall not relieve the contractor from any obligation, duty or responsibility under the contract. Any assignment as above without prior information of engineer shall be void.

4.2 For components/equipments procured by the contractors for the purposes of the contract, after obtaining the written approval of the owner, the contractor's purchase specifications and enquiries shall call for quality plans to be submitted by the suppliers alongwith their proposals. The quality plans called for from the vendors shall set out, during the various stages of manufacture and installation, the quality practices and procedures followed by the vendor's quality control organisation, the relevant reference documents/standards used, acceptance level, inspection documentation raised, etc. Such quality plans of the successful vendor shall be discussed and finalised in consultation with the engineer and shall form a part of the purchase order/contract between the contractor and the vendor. Within 3 weeks of the release of the same purchase order/contracts for such bought out items/ components, a copy of the same without price details but together with detailed purchase specifications, quality plans and delivery conditions shall be furnished to the engineer by the contractor.

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

6. Time - The Essence Of Contract:

- 6.1 The date of commencement shall be reckoned from the expiry of 30 days from the issue of letter of acceptance and submission of Performance Security or seven days after handing over the site for the first activity as per PERT network chart, whichever is later. The PERT/BAR chart both for works as well as supply is to be mutually agreed and finalized within 30 days of issue of LOA. The site may be handed over in full or part. The contractor shall give notice 30 days in advance prior to the completion of first activity for handing over the site required for Subsequent activity and this shall be provided as per the Critical/PERT network programme.
- 6.2 The contractor shall submit a detailed PERT network within the time frame agreed above consisting of adequate number of activities covering various key phases of the works such as design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days after the date of acceptance of tender. This network shall also indicate the interface facilities to be provided by the owner and the dates by which such facilities are needed. Contractor shall discuss the network so submitted with the owner and the agreed network which may be in the form as submitted or in revised form in line with the outcome of discussions and shall form part of the contract to be signed within sixty (60) days from the date of letter of acceptance of notice of award of contract. During the performance of contract, if in the opinion of the engineer proper progress is not maintained suitable changes shall be made in the contractor's operations to ensure proper progress.
- 6.3 The above PERT network shall be reviewed and periodic review reports shall be submitted by the contractor as directed by the engineer.
- 6.4 Subsequent to the award of the contract, the contractor shall make available to the engineer, a detailed manufacturing programme, in line with the agreed contract network. Such manufacturing programme shall be reviewed, updated and submitted to the Engineer, once every two month thereafter.

7. Contract Price:

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 including furnishing and erection of equipment covered under the specifications and documents and shall be treated as the contract price.

8. Changed Quantity:

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

9. Deductions From Contract Price:

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

10. Contract Price Adjustment:

10.1 All adjustments in the contract price shall be computed in accordance with the conditions and formulae prescribed in the relevant clauses of 'Additional Terms and Conditions of Contract', the accompanying technical specifications and further satisfying the requirements specified herein.

10.2 The contract price stated in the contract agreement is the base price. A certain fixed percentage of the base price as indicated in the technical specifications shall not be subject to any price adjustment. The balance percentage viz. the cost portion shall only be subject to price adjustment.

10.3 Price adjustment shall be applicable to the cost portion, only if changes in the cost of labour and materials (either increases or decreases) occur during the contract period, directly affecting the cost portion.

10.4 Variations in the cost of materials shall be determined by comparing published material indices as on the last date of submission of bid (inclusive of price part) or the revised price bid, whichever is later, with the same indices published during the manufacture at the respective cut off periods for material as specified in clause 2.0 of Additional Terms and Conditions of Contract. Variations in the cost of labour shall be determined by comparing the wages as per the Minimum Wages Act of Central or state govt. (whichever is higher) or HPC wages of CIL as applicable and mentioned in NIT as on the last date of submission of bid (inclusive of price part) or the revised price bid, whichever is later, with the same wages as per the Minimum Wages Act of Central or state govt. (whichever is higher) or HPC wages of CIL as applicable and mentioned in NIT, during the work/manufacture applicable to the place of work/manufacture at the respective cut off periods for labour as specified in clause 2.0 of Additional Terms and Conditions of Contract of this Volume.

10.5 The total computed variation in the contract price shall be restricted to a limiting percentage as specified in clause 2.5 of Additional Terms and Conditions of Contract of this volume.

10.6 The price adjustment for the erection shall be made on the value of erection work done as indicated in each billing.

10.7 Every three months after the award of contract, and a month prior to shipment of equipment (in the case of ex-factory price component of contract price), and every month after establishing his site office (in the case of erection) the contractor shall submit to the engineer a written notice of the changes, if any, that have occurred in the specified material and labour indices during the previous reporting period containing the effective date of such change, the amount of change, the amount of contract price adjustment and documentary evidence to substantiate the price adjustment.

10.8 The contract price adjustment provisions detailed above, shall only be applicable if so specified in the Additional Terms and Conditions of Contract.

11. Packing, Forwarding And Shipment:

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

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

11.3 The contractor shall also give all shipping information concerning the weight, size and content of each packing including any other information the owner may require.

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

Application for payment in the standard format of the owner (3 copies),

Invoice (6 copies),

Packing list (6 copies),

Pre-dispatch clearance certificate, if any (3 copies),

Test certificate, wherever applicable (3 copies),

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

12. Demurrage, Wharfage, etc:

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.

13. Insurance:

13.1 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 as elaborated at clause 13.5. 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.

13.2 Any loss of damage to the equipment, during handling, transporting, storage and erection, till such time the plant is taken over by the owner, 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 transfer of title shall not in any way relieve the contractor of the above responsibilities during the period of the contract. 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.

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

13.4 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.

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

13.6 The clause entitled insurance under the section erection terms and conditions of contract of this volume, covers the additional insurance requirements for the portion of the works to be performed at the site of work.

14. Liability For Accidents And Damages:

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

15. Liquidated Damages For Delay In Completion:

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

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

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

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

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

15.1.4 In the event of such termination of the contract as described in clauses 15.1.2 or 15.1.3 or both, the company, shall be entitled to recover L.D. upto ten percent (10%) of the contract value besides recovery of compensation for damage/loss for termination as provided in 20.6 of General Terms and Conditions of Contract.

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

16. Contractor's Default:

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

16.2 In addition, such action by the owner as aforesaid shall not relieve the contractor of his liability to pay liquidated damages for delay in completion of works as defined in clause 15.0 of this section.

16.3 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.

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

17. Force Majeure:

17.1 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.

17.2 (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 clause of delay, within fifteen days of the occurrence and cessation of such

Force Majeure condition . In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the company.

(b) For delays arising out of Force Majeure, the bidder/ 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, remobilisation 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.

17.3 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.

18. Delays By Owner Or His Authorised Agent:

18.1 In case the contractor's performance is delayed due to any act of omission on the part of the owner or his authorised 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 shall be final.

19. Extension Of Date Of Completion:

19.1 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. delay on the part of the contractors or tradesmen engaged by the owner not forming part of the contract, holding up further progress of the work
- e. non-availability of working drawings/work programme in time, which are to be made available by the company during progress of the work
- f. any other causes which, at the sole discretion of the company is beyond the control of the contractor.

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

19.3 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.

19.4 Provisional extension of time may also be granted by the Engineer -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.

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

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

20. Termination, Suspension, Cancellation & Foreclosure Of Contract:

20.1 The owner shall, in addition to other remedial steps to be taken as provided in the conditions of contract, be entitled to cancel the contract in full or in part, if the contractor
a. makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer-in-charge, then on the expiry of the period as specified in the notice

or

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

or

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

or

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

or

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

or

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

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

20.3 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 subcontracting 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.

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

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

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

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

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

20.7 Suspension of work - The company shall have power to suspend the progress of the work or any part thereof and the Engineer-in-charge 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. 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 provided, that the amount so forfeited shall not exceed 10% of the contract value.

20.8 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, shall give notice in writing to that effect to the contractor. In the event of abandonment/reduction in the scope of work, the company shall be liable

- a. to pay the contractor at the contract rates full amount for works executed and measured at site upto the date of such abandonment/reduction in the work.
- b. to pay reasonable amount assessed and certified by the Engineer-in-charge of the expenditure incurred, if any, by the contractor on preliminary works at site. e.g. temporary access roads, temporary construction for labour and staff quarters, office accommodation, storage of materials, water storage tanks and supply for the work including supply to labour/staff quarters, office, etc.
- c. to pay for the materials brought to site or to be delivered at site, which the contractor is legally liable to pay, for the purpose of consumption in works carried out or were to be carried out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials. The materials to be taken over by the company should be in good condition and the

company may allow at its discretion the contractor to retain the materials in full or part if so desired by him and to be transported by the contractor from site to his place.

- d. to take back the materials issued by the company but remaining unused, if any, in the work on the date of abandonment/reduction in the work, at the original issued price less allowance for any deterioration or damage caused while in custody of the contractor
- e. to pay for the transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less.

The contractor shall, if required by the Engineer-in-charge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Engineer-in-charge to assess the amount payable in terms of para 20.8 (b), (c) and (e) above, the contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work, other than those as specified above.

21. No Waiver Of Rights:

Neither the inspection by the owner or the engineer or any of their officials, employees or agents nor any order by the owner or the engineer 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, nor any extension of time, nor any possession taken by the engineer 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.

22. Certificate Not To Affect Right Of Owner And Liability Of Contractor:

No interim payment certificate of the engineer, nor any sum paid on account, by the owner, nor any extension of time for execution of the works granted by the engineer shall affect or prejudice the rights of the owner against 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 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.

23. 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.

24. 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.

25. 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.

26. Construction Of The Contract:

26.1 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 utilise the same exclusively for the purposes of the said contract.

26.2 The contract shall in all respects be construed and governed accordingly to Indian Laws.

26.3 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).

27. Completion Of Contract:

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

28. 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.

29. Engineer's Decision:

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

29.2 If in the opinion of the contractor, a decision made by the engineer is not in accordance with the meaning and intent of the contract, the contractor may file with the engineer 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's decision and the decision shall become final and binding.

29.3 The engineer'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 as rendered shall be promptly observed.

30. Co-Operation With Other Contractors And Consulting Engineers:

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

31. Training Of Owner's Personnel:

31.1 The contractor shall undertake to train free of cost, engineering personnel selected and sent by the owner at the works of the contractor unless otherwise specified in the technical specifications. The period and the nature of training for the individual personnel shall be agreed upon mutually between the contractor and the owner. These engineering personnel shall be given special training in the shops, where the equipment will be manufactured and/or their collaborator's works and where possible, in any other plant where equipment manufactured by the contractor or his collaborator is under installation or test, to enable those personnel to become familiar with the equipment being furnished by the contractor.

31.2 All traveling and living expenses for the engineering personnel to be trained during the total period of training will be borne by the owner. These engineering personnel while undergoing training shall be responsible to the contractor for discipline.

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

32. Power To Vary Or Omit Work:

32.1 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, but the engineer 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 thereof in writing and the engineer shall decide forthwith, whether or not the same shall be carried out and if the engineer 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.

32.2 In the event of the engineer 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.

32.3 In any case in which the contractor has received instructions from the engineer 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 to that effect. But the engineer 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.

32.4 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 the contractor proceeds with the change.

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

32.6 Notwithstanding anything stated above in this clause, the engineer 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.

33. Guarantee/ Defect Liability:

33.1 The contractor shall warrant that the equipment will be new and in accordance with the contract documents and be free from defects in material, design, manufacture and workmanship for a period of sixty (60) calendar months commencing immediately upon the satisfactory completion of the Performance Guarantee (PG) Test.

The contractor's liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his sub-contractor (s)/ sub-vendor (s) or replacement of the complete equipment, under normal use and arising solely from faulty design, manufacture, materials, and/or workmanship provided always that such defective parts/ equipment are repairable at the site/ replacing the equipment as a whole without hampering the operation of the plant. Such replaced defective parts/ old equipment shall be returned to the contractor unless otherwise arranged. No repairs or replacements shall be carried out by the engineer in charge of the employer during the sixty (60) calendar months, as the plant is under the supervision of the contractor's supervisory engineers/staff.

33.2 The operation of the plant will be done departmentally by the respective subsidiary companies or by the EPC contractor, as per provisions of tender document. However, **in both cases** the successful EPC contractor shall be responsible for maintaining the plant during the 60 calendar months including repair, replacement of the spare parts, components, equipment etc. free of cost.

33.3 If the facilities or any part thereof cannot be used by reason of such defect and/or making good such defect, 60 calendar months (i.e. five years of Defect liability period including Maintenance of plant by contractor) of any facilities or such part, as the case may be, shall be extended by a period equal to the period during which the facilities or such part cannot be used by the employer because of aforesaid reasons.

33.4 In case of failure of any equipment/system in during the initial period of 60 calendar months (i.e. five years of Defect liability period (DLP) including Maintenance of plant by contractor) the EPC contractor shall repair/replace the equipment/system etc. at his own cost.

All the equipment should be guaranteed for a minimum of 90% availability of plant during defect liability period from the date of commissioning calculated on quarterly basis.

The following formula may be adopted to calculate percentage availability.

$$\frac{\text{Total shift hours} - \text{breakdown hours} - \text{maintenance hours}}{\text{Total shift hours}} \times 100$$

Total shift hours=8×No. of shifts operated in 3 or 12 months as elaborated (quarterly/annual basis) including those on scheduled holidays.

In the event that equipment fails to achieve the availability herein provided, measured over each quarter, contractor shall be liable for and pay to the employer, as penalty, a sum equal to as indicated hereunder to be adjusted against running bill/performance guarantee:

a. 0.25% of contract price (excluding GST) for reduction in every percentage or part thereof from guaranteed availability of 90%, calculated on quarterly basis.

b. In case the availability falls below 80%, 10% of contract price (excluding GST) shall be deducted as penalty calculated on annual basis.

However, the total penalty on account of failure in guaranteed availability shall not exceed 10% of contract price (excluding GST). This will be in addition to Liquidated damages (LD) for delay in completion and failure in PG Test.

34. Replacement Of Defective Parts And Materials:

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

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

35. Defence Of Suits:

If any action in court is brought against the owner or engineer 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 and/or his representative, harmless from all losses, damages, expenses or decrees arising of such action.

36. Limitations Of Liabilities:

Except in cases 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.

37. Marginal Notes:

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

38. Taxes, Permits & Licences:

The contractor shall be liable and pay all- Indian taxes, (other than Goods and Services tax and GST Compensation Cess, if applicable) duties, levies, royalties, whether local, municipal, provincial or central

lawfully assessed against the owner or the contractor in pursuance of the contract. In addition, the contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the contractor for his personal income and property only. This clause shall be read in conjunction with clause 12.3 of Instruction to Bidders.

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.

CCL 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 CIL/Subsidiary at the time of supply, along with the bills/invoice as per relevant rules for enabling subsidiary to claim Input tax credit benefit.

39. Progress Reports And Photographs:

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

40. Long Term Availability Of Spares:

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

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

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

40.4 Notwithstanding anything stated elsewhere in the bid documents, the prices of all spares which may be procured to cover long term requirements beyond the Sixty (60) calendar months, will be generally in accordance with the mutually agreed prices.

40.5 The contractor will indicate in advance the delivery period of the items of spares, which the owner may procure in accordance with the sub-clause 40.4. In case of emergency requirements of spares, the contractor would make every effort to expedite the manufacture and delivery of such spares on the basis of mutually agreed time schedule.

40.6 The procedure specified in clause 40.4 and 40.5 shall apply for future procurement of items included in stand by spare list, mandatory spares lists, optional spares list and special tools, plants and equipment list, if any, specified in the bid documents.

40.7 The Contractor shall indemnify the owner for the availability of long time spares as per the terms and conditions laid down above in clause 40.1 to clause 40.6.

40.8 In case of equipment/ system (including manufactured domestic and overseas) the availability of spare parts for additional sixty (60) calendar months after sixty (60) calendar months (i.e. five years of Defect liability period (DLP) including maintenance of plant by contractor or five years of Maintenance of plant by contractor, as per the provisions of tender document) shall have to be guaranteed by the contractor. In this regard, the contractor will have to provide, an undertaking from

the respective OEMs regarding supply of spare parts and maintenance support as and when required during the said period, before starting of Defect Liability Period.

41. Payment:

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

41.2 Currency Of Payment

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

41.3 Due Dates For Payment

Owner will make progressive payment as and when the payment is due as per the terms of payment set forth in the accompanying technical specifications. Payment will become due and payable by the owner within thirty 30 days from the date of receipt of contractor's bill/invoice/debit note by the owner, provided the documents submitted are complete in all respects.

41.4 Payment Schedule

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

41.5 Interim Payments

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

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

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

41.6 Terms Of Payments

41.6.1 Payment: Since the total job is on turn-key basis, any payment to the Contractor before the final payment shall be treated as provisional payment towards the total contract value.

The Contractor may at intervals of not less than one month submit claims/ bills for payment on account of work done after proper scrutiny and certification of the same by the Employer. The progressive payment shall be made in respect of the following:

- a) Design engineering
- b) Civil construction including foundation and buildings
- c) Structural fabrication and erection
- d) Supply of equipment
- e) Machinery Erection
- f) Trial Run and commissioning

All such payments shall be made by the Employer online/ through Account Payee Cheque within a month from the date of the submission of claims/bills. Payment will also be governed by Clauses of 3.0 of General Terms & Conditions of Contract. Any sum due from the Contractor shall be deducted from the first or next subsequent on account of payments as the case may be, in general the following procedure of payment shall be followed:

41.6.1.1 Design and Engineering.

- a) 90% payment on completion of approval of system, mechanical, electrical, civil, structural design, drawings etc. as per contract on pro-rata basis.
- b) 5% payment on Preliminary acceptance of the works after start-up and trial operation as per General Technical Conditions.
- c) 5% on issue of final acceptance certificate of the works after performance and guarantee test as per General Technical Conditions.

41.6.1.2 Civil/Structural Works:

- a) 95% payment on progress of work completed, duly measured and certified by the engineer.
- b) 5 % on issue of final acceptance certificate of the works after performance guarantee test as per General Technical Conditions.

41.6.1.3 Supply of Equipment:

- a) 90% payment on receipt of the equipment conforming to stipulated specifications and quality in good condition at site to be certified by the site engineer.
- b) 5% on preliminary acceptance of the works after start-up and trial operation as per General Technical Conditions.
- c) 5% on issue of final acceptance certificate of the works after performance and guarantee test as per General Technical Conditions.

Note: The supply of equipment should commensurate with mutually agreed BAR/PERT chart.

41.6.1.4 Installation & Commissioning:

- a) 90% progress payment based on the installation and commissioning of plant and equipment duly certified by site engineer.
- b) 5% payment on preliminary acceptance of the works after start-up and trial operation as per General Technical Conditions.
- c) 5% on issue of final acceptance certificate of the works after performance and guarantee test as per General Technical Conditions.

41.6.1.5 Final Bill:

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

In cases where the Preliminary Acceptance Test (start-up & trial operation) and Final Acceptance Test (Performance Guarantee Test) is not completed for reasons not attributable to the contractor, the payment which is to be released after Preliminary Acceptance & Final Acceptance certificate will be released against equivalent amount of Bank Guarantee with validity upto actual completion (Initial BG validity should for 1(one) year and to be extended till actual completion of respective tests from time to time) of respective tests.

41.7 deleted

42. Settlement Of Disputes:

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

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

Effort shall be made to resolve the dispute in two stages

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

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between central Public Sector Enterprises (CPSEs) / Port Trusts inter-se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dtd. 22.05.2018.

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).

42A. 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 42.

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

Sole Arbitration:

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

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

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

The venue of arbitration shall be the place from which the contract is issued or such other place as the Competent Authority of CIL/ 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.

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.

43. 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.
44. E-way Bill: The e-way bill required in connection with supply of goods or services, if any, shall be arranged by the supplier/vendor. However, the e-way bill will be arranged by CIL/Subsidiary if the supplier/vendor is unregistered one or if provisions of the relevant Act and the rules made there under specifically states that the e-way bill is required to be issued by recipient of goods.
45. In the event of recovery of any claim towards LD Charges, Penalty, fee, fine or any other charges (Except EMD) from the supplier/vendor, the same will be recovered along with the applicable GST and the amount shall be adjusted with the payment to be made to the supplier/vendor against their bill/invoice or any other dues.
46. **Discrepancies in contract documents & Adjustments thereof**
- 46.1 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.
- 46.2 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 the Drawings and Specifications forming part of the particular contract document.
47. **Clause w.r.t Electricity Consumption**
 - a) The contractor shall submit to the Engineer I/C within thirty (30) days from the date of acceptance of the award letter, his electrical power requirements, if any, to allow the planning of the temporary electrical distribution by the Engineer I/C.
 - b) The contractor shall be provided with supply of electricity for the purposes of the contract, only at one point in the project site. In extreme emergency, if more supply points are required due to non-feasibility of power supply from single point at another work place, the requirement to be evaluated by Engineer I/C for the work & PE(E&M) of the mine and approval of General Manager of the Area in writing to be taken, specifying the reason for providing more than 01 (One) supply point.

- c) The contractor shall make his own further distribution arrangement. All temporary wiring must comply with local regulations and will be subject to engineer's inspection and approval before connection to supply.
- d) Power supply for labour colonies (if any) shall also be provided at one point.
- e) The contractor shall be charged for the power supplied at work site and labour colonies as per the rate of respective Supply point of Distribution agency from where power is being received by the contractor.
- f) Engineer I/C of the work and PE(E&M) of the project is responsible for proper & timely meter reading, monthly bill raising against energy consumed and deduction from the bills of contractor on monthly basis
- g) The electricity rate may be calculated in the following way:

Total Monthly Bill Amount as raised by Distribution Agency (A)	Total KVAH consumed by the Area (B)	Unit Rate (C) = (A)/(B)	Total KVAH consumed by the contractor as per the energy meter reading (D)	Total Electricity charges of the Contractor for the month (E) = 1.05 * (C) * (D)

- h) The total electricity charges of the contractor for the month also includes 5% internal distribution loss charges / administrative charges.
- i) The derived rate will cover all the charges including electricity duty. Also, GST is to be charged at the applicable rate.
- j) At the point of metering, the contractor has to bear the cost for installation of energy meter, AB Switches, Changeover Switches etc., as and when required to maintain electrical safety.
- k) It is the responsibility of contractor to ensure maintenance of all the electrical equipment, as mentioned above. Breakdown of any equipment (As stated above) must be repaired/ rectified/ replaced by the contractor immediately, but not later than 30 days. If not repaired within the stipulated period, Engineer-In-Charge & PE(E&M) of the project will ensure that the repairing/ rectification/ replacement is done through them and the resultant cost is deducted from the bill of the contractor.

SECTION -IV

**ADDITIONAL TERMS AND CONDITIONS OF
CONTRACT**

SUB-SECTION – IV

ADDITIONAL TERMS & CONDITIONS OF CONTRACT

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

1. **Mobilisation Advance:**

i) In the case of works whose estimated value is more than Rs.100.00 lakhs, a maximum of 10% of the total contract value of work will be paid as mobilization advance subject to submission of Bank Guarantee for 110% advance amount.

ii) Mobilization Advance against survey, soil investigation, design & engineering will be paid in two equal installments - one after signing of the agreement and the second after the system design drawings have been completed and detailed design work is to be taken up by the contractor.

iii) Mobilization Advance against supply of equipment shall be released only after the contractor has finalized their vendors/suppliers for the specific equipment and the amount of advance shall be proportionate to the value of equipment for which vendors/suppliers have been finalized vis-à-vis the total value of equipment offered in the contract limited to 10% of the contract value.

iv) Mobilisation Advance against works contract for site activities shall be paid in two equal installments. First installment shall be paid after the contractor has opened their site office and having finalised their subcontractors. The second installment shall be paid for taking procurement action of construction materials like reinforcing steel and structural steel by the contractor.

v) The 'Mobilisation Advance' shall be recovered from the bills of the Contractor from the second running on account bills onward @ 20 % of the advance amount paid; however, the full amount of 'Mobilisation Advance' will be recovered maximum within scheduled date of completion of that particular activity as per original Agreement excluding the Defect Liability period. Though the 'Mobilisation Advance' shall be given interest free but the interest shall be charged @ of% (as per the rate of CIL's borrowing rate under cash credit arrangement as varying from time to time) to be compounded quarterly, on delayed recoveries either due to the late submission of bill by the Contractor or any other reason attributable to the Contractor besides the reason giving rise to encashment of BG as stated in the Clause for 'Mobilisation Advance' elsewhere. In addition to the above, interest will be charged as per aforesaid rate on Mobilisation Advance in case the contract is terminated due to default of the Contractor.

vi) The value of Bank Guarantee may be reduced to the extent such advance is recovered by the company subject to the conditions that the value of Bank Guarantee amount at any time is more than the recoverable outstanding advance. Bank Guarantee shall be irrevocable and from a Nationalised Bank /Scheduled Bank.

vii) Part Bank Guarantee” (BGs) against the Mobilization Advance shall be taken in as many numbers as the proposed recovery instalments and shall be equivalent to 110% of the amount of each instalment.

viii) In case of “Machinery and Equipment advance”, insurance and hypothecation to the employer shall be ensured.

ix) Mobilization advance will be given in instalments and subsequent instalments will be released after getting satisfactory utilization Certificate from the contractor for the earlier instalments.

2. **Price Variation Clause :**

2.1 The contract price shall remain firm without any price variation due to escalation for the portions of survey, geo-engineering investigations, design and engineering and supply of equipments, plant and machineries as envisaged in the scope of work and the price agreed thereon as per the contract except the statutory increase/decrease in taxes and duties such as GST, GST (Compensation to State) Cess etc.

If the contract is to be extended beyond the stipulated period for completion of the work due to fault on the part of the contractor escalation on prices should not be allowed further if not provided otherwise in the accepted contract.

2.2 For the portions of civil and structural works and erection and commissioning works of the plant & machineries, the price variation due to escalation shall be allowed to the extent as detailed hereinafter

2.2.1 If the prices of materials (not being materials supplied at fixed issue rates by the company) and wages of labour, required for execution of the work, increase, the contractor shall be compensated for such increase as per provisions detailed below :

- a) The amount of the contract shall accordingly be varied, subject to the condition that such compensation for variation in prices shall be available only for the work done during the stipulated period of the contract as per the work programme agreed including such period for which the contract is validly extended under the provisions of the contract without any penal action.
- b) The base date for working out such price variation shall be as on the last date of submission of bid (inclusive of price part) or the revised price bid (inclusive of revised offer if any), whichever is later.
- c) The compensation of Price variation shall be worked out at quarterly intervals and shall be with respect to the cost of work done during the previous three months . The first such payment shall be made at the end of three months after the month (Excluding) in which the tender was accepted and thereafter at three months' interval.

2.2.1.1 **Price Variation For Labour:**

The amount paid to the contractor for the work done shall be adjusted for increase or decrease in the cost of labour and the cost shall be calculated quarterly in accordance with the following formula:

$$VL=W \times [A/100] \times [(L-L_0)/L_0]$$

Where:

V L =Variation in labour cost i.e. increase L or decrease in the amount in rupees to be paid or recovered.

W =Value of work done during the period under reckoning to which the price variation relates as

indicated in clause no. 2.3 of the 'ADDITIONAL TERMS & CONDITIONS OF CONTRACT'.

A =Component of labour expressed as percentage of the total value of work adopted from Table-1

Lo=Minimum wages for unskilled workers payable as per the Minimum Wages Act of Central or state govt. (whichever is higher) or HPC wages of CIL as applicable and mentioned in NIT,

applicable to the place of work as on the last date stipulated for receipt of the Price bids or Revised Price bids whichever is later.

L = Revised minimum wages of unskilled workers corresponding to Lo during the period to which the escalation relates.

2.2.1.2 Price Variation on Material:

The amount to be paid to the contractor for the work done shall be adjusted for increase or decrease in the cost of materials and the cost shall be calculated quarterly in accordance with the following formula:

$$V_m = W \times \frac{B}{100} \times \frac{M - M_o}{M_o}$$

Where :

V_m = Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

W = Value of work done during the period under reckoning to which the price variation relates as indicated in clause no. 2.3 of the ' ADDITIONAL TERMS & CONDITIONS OF CONTRACT'.

B = Component of material expressed as percentage of the total value of work adopted from Table-1 M = Average All India Wholesale Price Index for all commodities for the period to which price variation relates as published by the RBI Bulletin , Ministry of Industry & Commerce , Govt. Of India.

M_o = All India Wholesale Price Index for all commodities as published by the RBI Bulletin , Ministry of Industry & Commerce , Govt. Of India , relating to the last date on which the price bids or revised price bids whichever is later were stipulated to be received.

2.2.1.3 PRICE VARIATION ON POL :

The amount to be paid to the contractor for the work done shall be adjusted for increase or decrease in the cost of POL and the cost shall be calculated quarterly in accordance with the following formula:

$$V_f = W \times \frac{C}{100} \times \frac{F - F_o}{F_o}$$

Where:

V_f = Variation in the cost of fuel , oil & lubricants increase or decrease in the amount in rupees to be paid or recovered.

W = Value of work done during the period under reckoning to which the price variation relates as indicated in clause no. 2.3 of the ' ADDITIONAL TERMS & CONDITIONS OF CONTRACT'.

C = Component of POL expressed as percentage of total value of work adopted from Table-1

F = Average Index Number for Wholesale Price for the group of fuel , power, light and lubricants as published by Economic Advisor , Ministry if Industry , Govt. Of India prevalent on the last date of receipt of price bids whichever is later.

2.3 While Calculating The Value Of "W" The Following May Be Noted. :

The cost on which the escalation/price variation shall be payable shall be reckoned as 85% of the cost of work as per the bills to which escalation relates, and from this amount the value of materials supplied or services rendered at the prescribed charges under the relevant provisions of the contract, and proposed to recovered in the particular bill, shall be deducted before the amount of compensation for escalation/price variation is worked out. Further the cost shall not include any work for which payment is made at prevailing market rates.

2.4 In the event the price of materials and/ or wages of labour required for execution of the work decreases, there shall be downward adjustment of the work so that such price of materials and/or

wages of labour shall be deductible from the cost of work under this contract and in this regard the formulae hereinbefore stated under this clause shall mutatis /mutandis apply. For all other works not listed above, the component of labour, material and POL of the total cost of work shall be as specifically indicated in the tender document.

The price variation clause as stated above will be applied for extended time frame of a contract by following the principles as under

- i) Normally, if and when it is understood that a contract is not going to be completed within the scheduled time period, the contract is kept operative by extending the time of completion provisionally. During this provisional extended period the operation of the Price Variation Clause will remain suspended.
- ii) If and when it is decided at the end of the successful completion of the work that the delay was due to causes not attributable to the contractor, then the Price Variation Clause will be revived and applied as if the scheduled date of completion has been shifted to the approved extended date.
- iii) If it is decided at the end of successful completion of the work that the delay was due to the fault of the contractor then the Price Variation Clause will not be revived and no payment will be made to the contractor on this account. Additionally the Clause related to Compensation for delay will be applied.
- iv) In some cases the total delay may be partially due to causes not attributable to the contractor and partially due to his fault. It may be difficult to exactly quantify the total delay proportionately in such cases. The Price Variation Clause under such condition will be made operative for the entire extended time period by freezing the relevant indices on the date of the scheduled date of completion as originally fixed in the contract/ agreement. At the same time the Clause related to the compensation for delay will also be applied.

Table - 1

Value of A , B & C in the Price variation formula in the 'Additional Terms and Conditions of Contract :

Sl. No.	Particulars	A (Labour component)	B (Material component)	C (POL component)
1	For Coal Handling Plant Civil works	25	75	NIL
2	For Erection and Commissioning of P&M	65	35	NIL

2.5 CEILING ON PRICE VARIATION DUE TO ESCALATION

There shall be a ceiling on price variation due to escalation covered under clauses mentioned hereinbefore on the contract, limited to 10% of that portion of Contract Price for which price variation is applicable.

2.6 VARIATION IN THE TAXES, DUTIES, LEVIES ETC.

Other statutory variation due to increase in taxes, duties, levies etc. by Govt. (Central or State or Local) as on the last date of submission of bid, with the taxes, duties, levies etc. during the manufacture/works/ supply, as the case may be, shall be born by the owner. Similarly decrease in taxes, duties, levies etc. shall be returned/deducted to/by the owner.

SECTION -V

GENERAL TECHNICAL CONDITIONS

SUB-SECTION – V

GENERAL TECHNICAL CONDITIONS

1. General:

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

2. 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. Equipment Performance Guarantee:

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

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

4. Engineering Data:

4.1 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 will cover only general conformance of the data to the specifications and documents, interfaces with the equipment provided under the specifications, external connections and of the dimensions which might affect plant layout. This review by the engineer 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.

4.2 All engineering data submitted by the contractor after final process including review and approval by the engineer shall form part of the contract documents and the entire works covered under

these specifications shall be performed in strict conformity, unless otherwise expressly requested by the engineer in writing.

5. Drawing:

- 5.1 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.
- 5.2 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.
- 5.3 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.
- 5.3.1 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.
- 5.4 The drawings submitted by the contractor shall be reviewed by the engineer 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. 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.
- 5.5 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 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.
- 5.6. The drawings sent for approval to the engineer shall be in quintuplicate. One print of such drawings will be returned to the contractor by the engineer 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.
- 5.7 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, if so required.
- 5.8 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 may 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. Approval of contractor's drawings or work by the engineer shall not relieve the contractor of any of his responsibilities and liabilities under the contract.
- 5.9 Drawings shall include all installation and detailed piping drawings wherever applicable. All piping 100 mm and larger shall be routed in detail and smaller pipe shall be shown schematically or by isometric drawings. All drawings shall be fully corrected to agree with actual as built construction.

5.10 Operating and Maintenance Manual: If “as built” drawings and/or operating and Maintenance Manuals are required the contract 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.

6. Instruction Manuals:

6.1 The contractor shall submit to the engineer, 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.

6.2 If after the commissioning and initial operation of the plant, the instruction manuals require any modifications/ additions/changes, the same shall be incorporated and the updated final instruction manuals in the form of one (1) reproducible original and twelve (12) copies shall be submitted by the contractor to the owner.

6.3 The contractor shall furnish to the owner, twelve (12) sets of spare parts catalogue.

7. 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.

8. Manufacturing Schedule:

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

9. Reference Standards:

9.1 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 whose decision shall be final and binding.

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

10. Design Improvement:

10.1 The engineer 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.

10.2 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.

11. Quality Assurance:

11.1 Quality Assurance Programme

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

- a. his organisation 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.

11.2 Quality Assurance Documents

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

12. Engineer's Supervision:

- 12.1 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 and his decision shall be final.
- 12.2 The work shall be performed under the direction and supervision of the engineer. The scope of the duties of the engineer, 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.

13. Inspection, Testing And Inspection Certificate:

- 1.1 The engineer, 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 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.
- 1.2 The contractor shall give the Engineer/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/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.
- 1.3 The Engineer 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/Inspector giving reasons therein, that no modifications are necessary to comply with the contract.
- 1.4 When the factory tests have been completed at the contractor's or sub-contractor's works, the Engineer/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/Inspector, the certificate shall be issued within fifteen (15) days of the receipt of the contractor's test certificate by the Engineer/Inspector. Failure of the Engineer/Inspector to issue such a certificate shall not

prevent the contractor from proceeding with the works. The completion of these tests or the issue of the certificate shall not bind the owner to accept the equipment should it, on further tests after erection, be found not to comply with the contract.

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

14. Test:

14.1 Start up

- 14.1.1 On completion of erection of the equipment and before start-up, each item of the equipment shall be thoroughly cleaned and then inspected jointly by the Engineer and the contractor for correctness and completeness of installation and acceptability of start-up, leading to initial pre-commissioning tests at site. The list of pre-commissioning tests to be performed shall be as mutually agreed and included in the contractor's quality assurance programme.
- 14.1.2 The contractor's commissioning/start-up engineers specifically identified as far as possible shall be responsible for carrying out all the pre-commissioning tests. On completion of inspection, checking and after the pre-commissioning tests are satisfactorily over, the complete equipment shall be placed on initial operation during which period the complete equipment shall be operated integral with sub-systems and supporting equipment as a complete plant referred hereinafter as plant.

14.2 Trial Operation

- 14.2.1 The plant shall then be on trial operation during which period all necessary adjustments shall be made while operating over the full load-range enabling the plant to be made ready for performance and guarantee tests.
- 14.2.2 The duration of trial operation of the complete equipment shall be fourteen (14) days out of which at least seventy two (72) hours shall be continuous operation on full load or any other duration as may be agreed to, between the engineer and the contractor. The trial operation shall be considered successful, provided that each item of the equipment can operate continuously at the specified operating characteristics, for the period of trial operation.
- 14.2.3 For the period of trial operation, the time of operation with any load shall be counted. Minor interruptions not exceeding four (4) hours at a time, caused during the continuous operation shall not affect the total duration of trial operation. However, if in the opinion of the engineer, the interruption is long, the trial operation shall be prolonged for the period of interruption.
- 14.2.4 A trial operation report comprising of observations and recordings of various parameters to be measured in respect of the above trial operation shall be prepared by the contractor. This report, besides recording the details of the various observations during trial run, shall also include the dates of start and finish of the trial operations and shall be signed by the representatives of both the parties. The report shall have sheets, recording all the details of interruptions occurred, adjustments made and any minor repairs done during the trial operation. Based on the observations, necessary modifications/ repairs to the plant shall be carried out by the contractor to the full satisfaction of the engineer to enable the later to accord permission to carry out performance and guarantee tests on the plant. However, minor defects which do not

endanger the safe operation of the equipment, shall not be considered as reasons for withholding the aforesaid permission.

14.3 Performance and guarantee test

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

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

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

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

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

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

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

14.4 TEST CODES

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

15. **Packing:**

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.

16. **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.

17. Preservative Shop Coating:

- 17.1 All exposed metallic surfaces subject to corrosion shall be protected by shop application of suitable coatings. All surfaces which will not be easily accessible after the shop assembly, shall before hand be treated and protected for the life of the equipment. All surfaces shall be thoroughly cleaned of all mill scale, oxide and other coatings and prepared in the shop. The surfaces that are to be finish painted after installation or require corrosion protection until installation, shall be shop painted with at least two coats of primer. Transformers and other electrical equipment, if included shall be shop finished with one or more coats of primer and two coats of high grade resistance enamel. The finished colours shall be as per manufacturer's standards, to be selected and specified by the engineering at a later date.
- 17.2 Shop primer for all steel surface which will be exposed to operating temperature below 95°C shall be selected by the contractor, after obtaining specific approval of the engineer regarding the quality of primer proposed to be applied. Special high temperature primer shall be used on surfaces exposed to temperatures higher than 95°C and such primers shall also be subject to the approval of the engineer.
- 17.3 All other steel surfaces which are not to be painted shall be coated with suitable dust preventive compound subject to the approval of the engineer.

18. 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.

19. 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.

20. Design Co-Ordination Meeting:

The contractor will be called upon to attend design co-ordination meetings with the engineer, other contractors and the consultants of the owner during the period of contract. The contractor shall attend such meetings at his own cost at ----- or at mutually agreed venue as and when required and fully cooperate with such persons and agencies involved during those discussions.

21. 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.

22. Noise Level:

The equivalent 'A' weighted sound level measured at a distance of 1.5 metres above floor level in elevation and one metre horizontally from the base of any equipment furnished and installed under

these specifications, expressed in decibels to a reference of 0.0002 microbar, shall not exceed 85 dBA.

23. Taking Over:

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

24. 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 consultations with the Consultants employed by the Owner, shall be followed.

25. 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 advance of commencement of erection work.

26. 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.

27. Equipment Bases:

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

28. Rating Plates, Name Plates And Labels:

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

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

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

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

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

29. Colour Code For Pipe Services:

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

30. Service By The Owner:

30.1 The following services shall be provided by the owner :

- i. Construction/ drinking water at one point within 100 metres of the work site, charges to be decided by the company.
- ii. Auxiliary power for construction at one point within 100 metres of the work site, charges to be decided by the company.

30.2 In the event of the contractor requiring these services at parameters other than those specified above, for any systems, equipment, instrument etc. he shall make the necessary arrangements himself.

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.

SECTION -VI

**ERECTION CONDITIONS
OF CONTRACT**

SUB-SECTION – VI

ERECTION CONDITIONS OF CONTRACT

1. General:

- 1.1 The following shall supplement the conditions already contained in the other parts of these specifications and documents and shall govern that portion of the work of this contract to be performed at site.
- 1.2 The contractor upon signing of the contract shall, in addition to a project coordinator, nominate another responsible officer as his representative at site suitably designated for the purpose of overall responsibility and co-ordination of the works to be performed at site. Such person shall function from the site office of the contractor during the pendency of contract.

2. Regulation Of Local Authorities And Statutes:

- 2.1 The contractor shall comply with all the rules and regulations of local authorities during the performance of his field activities. He shall also comply with the minimum wages act, 1948 and the payment of wages act (both of the Government of India and the local State Government) and the rules made thereunder in respect of any employee or workman employed or engaged by him or his subcontractor. The contractor shall make all necessary payments of the Provident Fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and Allied Schemes and CMPF and Miscellaneous Provisions Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be.
- 2.2 All registration and statutory inspection fees, if any, in respect of his work pursuant to this contract shall be to the account of the contractor. However, any registration, statutory inspection fees lawfully payable under the provisions of the rules and regulations of the Government and any other statutory laws and its amendments from time to time during erection in respect of the plant equipment ultimately to be owned by the owner, shall be to the account of the owner. Should any such inspection or registration need to be arranged due to the fault of the contractor or his sub-contractor, the additional fees for such inspection and/or registration shall be borne by the contractor.

3. Owner's Lien On Equipment:

The owner shall have lien on all equipment including those of the contractor brought to the site for the purpose of erection, testing and commissioning of the plant. The owner shall continue to hold the lien on all such equipment throughout the period of contract. No material brought to the site shall be removed from the site by the contractor and/or his sub-contractors without the prior written approval of the engineer.

4. Inspection, Testing And Inspection Certificates:

The provisions of the clause entitled inspection testing and inspection certificates under section GTC shall also be applicable to the erection portion of the works. The engineer shall have the right to re-inspect any equipment though previously inspected and approved by him, at the contractor's works, before and after the same are constructed and/or erected at site. If by the above inspection, the engineer rejects any work or equipment, the contractor shall make good for such rejection either by replacement or modifications/repairs as may be necessary, to the satisfaction of the engineer. Such replacement will also include the replacement or re-execution of such of those works of other

contractors and/or agencies, which might have got damaged or affected by the replacements or re-work done to the contractor's work.

5. Access To Site And Works On Site:

- 5.1 Suitable access to and possession of the site shall be accorded to the contractor by the owner in reasonable time.
- 5.2 The owner shall have the necessary foundations to be provided by him ready, as per the agreed schedule for the execution of the individual phases of works.
- 5.3 The works so far as it is carried out on the owner's premises, shall be carried out at such time as the owner may approve and the owner shall give the contractor reasonable facilities for carrying out the works.
- 5.4 In the execution of the works, no persons other than the contractor or his duly appointed representative, sub-contractor and workmen, shall be allowed to do work on the site, except by the special permission, in writing of the engineer or his representative.

6. Contractor's Site Office Establishment:

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

7. Co-Operation With Other Contractors

- 7.1 The contractor shall co-operate with all other contractors or tradesmen of the owner, who may be performing other works on behalf of the owner and the workmen who may be employed by the owner and doing work in the vicinity of the works under the contract. The contractor shall also so arrange to perform his work as to minimise, to the maximum extent possible, interference with the work of other contractors and his workmen. Any injury or damage that may be sustained in the employees of the other contractors and the owner, due to the contractor's work shall promptly be made good at his own expense. The engineer shall determine the resolution of any difference or conflict that may arise between the contractor and other contractors or between the contractor and the workmen of the owner in regard to their work. If the works of the contractor is delayed because of any acts or omissions of another contractor, the contractor shall have no claim against the owner on that account other than an extension of time for completing his works.
- 7.2 The engineer shall be notified promptly by the contractor of any defects in the other contractor's works that could affect the contractor's works. The engineer shall determine the corrective measures if any, required to rectify this situation after inspection of the works and such decisions by the engineer shall be binding on the contractor.

8. Discipline Of Workmen:

The contractor shall adhere to the disciplinary procedure set by the engineer in respect of his employees and workmen at site. The engineer shall be at liberty to object to the presence of any representative or employees of the contractor at the site, if in the opinion of the engineer such employee has mis-conducted himself or be incompetent or negligent or otherwise undesirable and then the contractor shall remove such a person objected to and provide in his place a competent replacement.

9. Contractor's Field Operation:

- 9.1 The contractor shall keep the engineer informed in advance regarding his field activity plans and schedules for carrying out each part of the works. Any review of such plan or schedule or method

of work by the engineer shall not relieve the contractor of any of his responsibilities towards the field activities. Such reviews shall also not be considered as an assumption of any risk or liability by the engineer or the owner or any of his representatives and no claim of the contractor will be entertained because of the failure or inefficiency of any such plan or schedule or method of work reviewed. The contractor shall be solely responsible for the safety, adequacy and efficiency of plant and equipment and his erection methods.

9.2 The contractor shall have complete responsibility for the conditions of the work site including the safety of all persons employed by him or his sub-contractor and all the properties under his custody during the performance of the work. This requirement shall apply continuously till the completion of the contract and shall not be limited to normal working hours. The construction review by the engineer is not intended to include review of contractor's safety measures in, on or near the work-site, and their adequacy or otherwise.

10. Photographs And Progress Report:

10.1 The contractor shall furnish three (3) prints each to the engineer of progress photographs of the work done at site. Photographs shall be taken as and when indicated by the engineer or his representative. Photographs shall be adequate in size and number to indicate various stages of erection. Each photograph shall contain the date, the name of the contractor and the title of the photograph.

10.2 The above photographs shall accompany the monthly progress report detailing out the progress achieved on all erection activities as compared to the schedules. The report shall also indicate the reasons for the variance between the scheduled and actual progress and the action proposed for corrective measures wherever necessary.

11. Man-Power Report:

11.1 The contractor shall submit to the engineer, on the first day of every month, a man hour schedule for the month, detailing the man hours scheduled for the month, skill wise and area-wise.

11.2 The contractor shall also submit to the engineer on the first day of every month, a man power report of the previous months detailing the number of persons scheduled to have been employed and actually employed, skill-wise and areas of employment of such labour.

12. Protection Work:

The contractor shall have total responsibility for protecting his works till it is finally taken over by the engineer. No claim will be entertained by the owner or the engineer for any damage or loss to the contractor's works and the contractor shall be responsible for the complete restoration of the damaged works to its original condition to comply with the specifications and drawings. Should any such damage to the contractor's works occur because of other party not under his supervision or control, the contractor shall make his claim directly with the party concerned. If disagreement or conflict or dispute develops between the contractor and the other party or parties concerned regarding the responsibility for damage to the contractor's works the same shall be resolved as per the provisions of the clause 7.0 above entitled co-operation with other contractors. The contractor shall not cause any delay in the repair of such damaged works because of any delay in the resolution of such disputes. The contractor shall proceed to repair the work immediately and the cause thereof will be assigned pending resolution of such dispute.

13. Employment of Labour

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

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

13.3 The hour of work on the site shall be decided by the owner and the contractor shall adhere to it. Working hours will normally be eight (8) hours per day- Monday to Saturday.

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

13.5 In case the owner becomes liable to pay any wages or dues to the labour or to any Government agency under any of the provisions of the Minimum Wages Act, Workmen compensation Act, Contract Labour Regulation Abolition Act, CMPF Act/EPF Act or any other law due to act of omission of the contractor, the owner may make such payments and shall recover the same from the contractor's bills.

14. Facilities To Be Provided By The Owner:

14.1 SPACE :

The contractor shall advise the owner within thirty (30) days from the date of acceptance of the letter of award, about his exact requirement of space for his office, mess-rooms storage area, preassembly and fabrication areas, labour colony area, toilets, etc. The above requirement shall be reviewed by the engineer and space will be allotted to the contractor for construction of his temporary structures like office, storage sheds, labour and staff colony and other utilities etc. for his own as well as his sub-contractor's use.

14.2 ELECTRICITY :

The contractor shall submit to the engineer within thirty (30) days from the date of acceptance of the award letter, his electrical power requirements, if any, to allow the planning of the temporary electrical distribution by the engineer. The contractor shall be provided with supply of electricity for the purposes of the contract, only at one point in the project site. The contractor shall make his own further distribution arrangement. All temporary wiring must comply with local regulations and will be subject to engineer's inspection and approval before connection to supply. Power supply for labour colonies shall also be provided at one point. The contractor shall be charged for the power supplied at work site and labour colonies at prevalent rate of power supplied by State Electricity Board.

14.3 WATER :

Supply of water will be made available for the construction purposes at an agreed single point within 100 metres of the work site. And further distribution will be the responsibility of the contractor. The contractor shall be charged for the water supplied at work site @ 1% of the value of civil works and shall be deducted from the contractor's running/final bills.

15. Facilities To Be Provided By The Contractor:

15.1 Tools, tackles and scaffoldings

The contractor shall provide all the construction equipment, tools, tackles and scaffoldings required for pre-assembly, erection, testing and commissioning of the equipment covered under the contract. He shall submit a list of all such materials to the engineer before the commencement of preassembly at site. These tools and tackles shall not be removed from the site without the written permission of the engineer.

15.2 Communication

The owner will extend the telephone & telex facilities, if available at site, for purposes of contract. The contractor shall be charged at actual for such facilities.

15.3 First – aid

15.3.1 The contractor shall provide necessary first-aid facilities for all his employees, representatives and workmen working at the site. Enough number of contractor's personnel shall be trained in administering first-aid.

15.3.2 The owner will provide the contractor, in case of an emergency, the services of an ambulance for transportation to the nearest hospital.

15.4 Cleanliness

15.4.1 The contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc. during the period of contract. The contractor shall employ enough number of special personnel to thoroughly clean his work area at least once in a day. All such rubbish and scrap material shall be stacked or disposed in a place to be identified by the engineer. Materials and stores shall be so arranged to permit easy cleaning of the area in areas where equipment might drip oil and cause damage to the floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.

15.4.2 Similarly the labour colony, the offices and the residential areas of the contractor's employees and workmen shall be kept clean and neat to the entire satisfaction of the engineer. Proper sanitary arrangement shall be provided by the contractor, in the work areas, office and residential areas of the contractor.

16. Lines And Grades:

All the works shall be performed to the lines, grades and elevations indicated on the drawings. The contractor shall be responsible to locate and layout the works. Basic horizontal and vertical control points will be established and marked by the engineer at site at suitable points. These points shall be used as datum for the works under the contract. The contractor shall inform the engineer well in advance of the times and places at which he wishes to do work in the area allotted to him, so that suitable datum points may be established and checked by the engineer to enable the contractor to proceed with his works. Any work done without being properly located may be removed and/or dismantled by the engineer at contractor's expense.

17. Fire Protection:

17.1 The work procedures that are to be used during the erection shall be those which minimise fire hazards to the extent practicable. Combustible materials, combustible waste and rubbish shall be collected and removed from the site at least once each day. Fuels, oils and volatile or flammable materials shall be stored away from the construction and equipment and materials storage areas in safe containers. Untreated canvas paper, plastic or other flammable flexible materials shall not at all be used at site for any other purpose unless otherwise specified. If any such materials are received with the equipment at the site, the same shall be removed and replaced with acceptable material before moving into the construction area or storage.

17.2 Similarly corrugated paper fabricated cartons etc. will not be permitted in the construction area either for storage or for handling of materials. All such materials used shall be water proof and flame resistant type. All the other materials such as working drawings, plants, etc. which are combustible but are essential for the works to be executed shall be protected against combustion resulting from welding sparks, cutting flames and other similar fire sources.

17.3 All the contractor's supervisory personnel and sufficient number of workers shall be trained for fire-fighting and shall be assigned specific fire protection duties. Enough of such trained personnel must be available at the site during the entire period of the contract.

17.4 The contractor shall provide enough fire protection equipment of the types and number for the ware-houses, office, temporary structures, labour colony area etc. Access to such fire protection equipment, shall be easy and kept open at all times.

18. Security:

The contractor shall have total responsibility for all equipment and materials in his custody stored, loose, semi-assembled and/or erected by him at site. The contractor shall make suitable security arrangements including employment of security personnel to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss. All materials of the contractor shall enter and leave the project site only with the written permission of the engineer in the prescribed manner.

19. Contractor's Area Limits:

The engineer will mark-out the boundary limits of access roads, parking spaces, storage and construction areas for the contractor and the contractor shall not trespass the areas not so marked out for him. The contractor shall be responsible to ensure that none of his personnel move out of the areas marked out for his operations. In case of such a need for the contractor's personnel to work out of the areas marked out for him, the same shall be done only with the written permission of the engineer.

20. Contractor's Co-Operation With The Owner:

In cases where the performance of the erection work by the contractor affects the operation of the system facilities of the owner, such erection work of the contractor shall be scheduled to be performed only in the manner stipulated by the engineer and the same shall be acceptable at all times to the contractor. The engineer may impose such restrictions on the facilities provided to the contractor such as electricity, water, etc. as he may think fit in the interest of the owner and the contractor shall strictly adhere etc. such restrictions and co-operate with the engineer. It will be the responsibility of the contractor to provide all necessary temporary instrumentation and other measuring devices required during start-up and operation of the equipment systems, which are erected by him. The contractor shall also be responsible for flushing and initial filling of all the oil and lubricants required for the equipment furnished and erected by him, so as to make such equipment ready for operation. The contractor shall be responsible for supplying such flushing oil and other lubricants unless otherwise specified elsewhere in these documents & specifications.

21. Pre-Commissioning Trials And Initial Operations:

The pre-commissioning trials and initial operations of the equipment furnished and erected by the contractor shall be the responsibility of the contractor as detailed in relevant clauses in section GTC. The contractor shall provide, in addition, test instruments, calibrating devices, etc. and the labour required for the successful performance of these trials. It is anticipated that the above test may prolong for a long time, the contractor's workmen required for the above test shall always be present at site during such trials.

22. Materials Handling And Storage:

22.1 All the equipment furnished under the contract and arriving at site shall be promptly received, unloaded and transported and stored in the storage spaces by the contractor.

22.2 Contractor shall be responsible for examining all the shipment and notify the engineer immediately or any damage, shortage, discrepancy, etc. for the purpose of engineer's information only. The contractor shall submit to the engineer every week a report detailing all the receipts during the week. However, the contractor shall be solely responsible for any shortages or damage in transit, handling and/or in storage and erection of the equipment at the site. Any demurrage, wharfage and other such charges claimed by the transporters, railways etc. shall be to the account of the contractor.

- 22.3 The contractor shall maintain an accurate and exhaustive record detailing out the list of all equipment received by him for the purpose of erection and keep such record open for the inspection of the engineer at any time.
- 22.4 All equipment shall be handled very carefully to prevent any damage or loss. No bare wire ropes, slings, etc. shall be used for unloading and/or handling of the equipment without the specific written permission of the engineer. The equipment stored shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the store shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at site.
- 22.5 All electrical panels, control gear, motors and such other devices shall be properly dried by heating before they are installed and energised. Motor bearings, slip rings, commutators and other exposed parts shall be protected against moisture ingress and corrosion during storage and periodically inspected. Heavy rotating parts in assembled conditions shall be periodically rotated to prevent corrosion due to prolonged storage.
- 22.6 All the electrical equipment such as motors, generators, etc. shall be tested for insulation resistance at least once in three months from the date of receipt till the date of commissioning and a record of such measured insulation values maintained by the contractor. Such records shall be open for inspection by the engineer.
- 22.7 The contractor shall ensure that all the packing materials and protection devices used for the various equipment during transit and storage are removed before the equipment are installed.
- 22.8 The consumable and other supplies likely to deteriorate due to storage must be thoroughly protected and stored in a suitable manner to prevent damage or deterioration in quality by storage.
- 22.9 All the materials stored in the open or duty location must be covered with suitable weather-proof and flameproof covering materials wherever applicable.
- 22.10 If the materials belonging to the contractor are stored in areas other than those earmarked for him, the engineer will have the right to get it moved to the area earmarked for the contractor at the contractor's cost.
- 22.11 The contractor shall be responsible for making suitable indoor storage facilities to store all equipment which require indoor storage. Normally, all the electrical equipment such as motors, control gear, generators, exciters and consumable like electrodes, lubricants etc. shall be stored in the closed storage space. The engineer, in addition, may direct the contractor to move certain other materials which in his opinion will require indoor storage, to indoor storage areas which the contractor shall strictly comply with.

23. Construction Management:

- 23.1 The field activities of the contractors working at site, will be co-ordinated by the engineer and the engineer's decision shall be final in resolving any disputes or conflicts between the contractor and other contractors and tradesmen of the owner regarding scheduling and co-ordination of work. Such decision by the engineer shall not be a cause for extra compensation or extension of time for the contractor.
- 23.2 The engineer shall hold weekly meetings of all the contractors working at site, at a time and a place to be designated by the engineer. The contractor shall attend such meetings and take notes of discussions during the meeting and the decisions of the engineer and shall strictly adhere to those decisions in performing his works. In addition to the above weekly meetings, the engineer may call for other meetings either with individual contractors or with selected number of contractors and in such a case the contractor, if called will also attend such meetings.
- 23.3 Time is the essence of the contract and the contractor shall be responsible for performance this works in accordance with the specified construction schedule. If at any time, the contractor is falling behind the schedule, he shall take necessary action to make good for such delays by increasing his work force or by working overtime or otherwise accelerate the progress of the work to comply with the schedule and shall communicate such actions in writing to the engineer, satisfying that his action will compensate for the delay. The contractor shall not be allowed any extra compensation for such action.

23.4 The engineer shall however not be responsible for provision of additional labour and/or materials or supply or any other services to the contractor except for the co-ordination work between various contractors as set out earlier.

24. Field Office Records:

The contractor shall maintain at his site office up-to-date copies of all drawings, specifications and other contract documents and any other supplementary data complete with all the latest revisions thereto. The contractor shall also maintain in addition the continuous record of all changes to the above contract documents, drawings, specifications, supplementary data, etc. effected at the field and on completion of his total assignment under the contract shall incorporate all such changes on the drawings and other engineering data to indicate as installed condition of the equipment furnished and erected under the contract. Such drawings and engineering data shall be submitted to the engineer in required number of copies. Daily work programme with progress of the previous day and deployment of labour related to work programme and attendance of workmen deployed during the previous day shall be maintained in a register. This register shall be signed by authorised representative of the contractor which will then be checked and signed by the owner's representative. Every three months this register shall be deposited to the owner which shall then be owners property.

25. Contractor's Materials Brought on to Site:

25.1 The contractor shall bring to site all equipment, parts, materials, including construction equipment, tools and tackles for the purpose of the works with intimation to the engineer. All such goods shall, from the time of their being brought vest in the owner, but may be used for the purpose of the works only and shall not on any account be removed or taken away by the contractor without the written permission of the engineer. The contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.

25.2 The owner shall have a lien on such goods for any sum or sums which may at any time be due or owing to him by the contractor, under, in respect of or by reasons of the contract. After giving a fifteen (15) days' notice in writing of his intention to do so, the owner shall be at liberty to sell and dispose of any such goods, in such manner as he shall think fit including public auction or private treaty and to apply the proceeds in or towards the satisfaction of such sum or sums due as aforesaid.

25.3 After the completion of the works, the contractor shall remove from the site under the direction of the engineer the materials such as construction equipment, erection tools and tackles, scaffolding etc. with the written permission of the engineer. If the contractor fails to remove such materials, within 15 days of issue of a notice by the engineer to do so then the engineer shall have the liberty to dispose of such materials as detailed under clause 25.2 above and credit the proceeds thereto the account of the contractor.

26. Protection Of Property And Contractor's Liability:

26.1 The contractor shall be responsible for any damage resulting from his operations. He shall also be responsible for protection of all persons including members of public and employees of the owner and the employees of other contractors and sub-contractors and all public and private property including structures, buildings, other plants and equipment and utilities either above or below the ground.

26.2 The contractor will ensure provision of necessary safety equipment such as barriers, sign-boards, warning lights and alarms, etc. to provide adequate protection to persons and property. The contractor shall be responsible to give reasonable notice to the engineer and the owners of public or private property and utilities when such property and utilities are likely to get damaged or injured during the performance of his works and shall make all necessary arrangements with such owners, related to removal and/or replacement or protection of such property and utilities.

27. Painting:

All exposed metal parts of the equipment including pipings, structure railing etc. wherever applicable, after installation unless otherwise surface protected, shall be first painted with at least one coat of suitable primer which matches the shop primer paint used, after thoroughly cleaning all such parts of all dirt, rust, scales, greases, oils and other foreign materials by wire brushing, scarping or sand blasting, and the same being inspected and approved by the engineer for painting. Afterwards, the above parts shall be finished with two coats of alloyed resin machinery enamel paints. The quality of the finish paint shall be as per the standards of ISI or equivalent and to be of the colour as approved by the engineer.

28. Insurance:

28.1 In addition to the conditions covered under the clause entitled insurance in general terms and conditions of contract of this volume-1, the following provisions will also apply to the portion of the works to be done beyond the contractor's own or his sub-contractor's works.

28.2 Workmen's compensation insurance

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

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

28.3 Comprehensive Automobile Insurance

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

28.4 Comprehensive General Liability Insurance

28.4.1 This insurance shall protect the contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act or omission on the part of the contractor, his agents, his employees, his representatives and sub-contractors or from riots, strikes and civil commotion. The insurance shall also cover all the liabilities of the contractor arising out of the clause entitled defence of suits under General Terms and Conditions of contracts of this volume. 1.

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

28.5 The above are only illustrative list of insurance covers normally required and it will be the responsibility of the contractor to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect, in pursuance of the contract.

29. Unfavourable Working Conditions:

The contractor shall confine all his field operations to those works which can be performed without subjecting the equipment and materials to adverse effects, during inclement weather conditions, like monsoon, storms, etc. and during other unfavourable construction conditions. No field activities shall be performed by the contractor under conditions which might adversely affect quality and efficiency thereof, unless special precautions or measures are taken by the contractor in a proper and

satisfactory manner in performance of such works and with concurrence of the engineer. Such unfavorable construction conditions will in no way relieve the contractor of his responsibility to perform works as per the schedule.

30. Protection of Monuments And Reference Points:

The contractor shall ensure that any finds such as relic, antiquity, coins, fossils, etc. which he might come across during the course of performance of his works either during excavation or elsewhere, are properly protected and handed over to the engineer. Similarly the contractor shall ensure that the bench marks, reference points, etc., which are marked out either with the help of engineer or by the engineer shall not be disturbed in any way during the performance of his works. If any work is to be performed which disturb such references, the same shall be done only after these are transferred to other suitable locations under the direction of the engineer. The contractor shall provide all necessary materials and assistance for such relocation of reference points etc.

31. Work And Safety Regulations:

31.1 The contractor shall ensure proper safety of all the workmen, materials plant and equipment belonging to him or the Company or to others, working at or near the site. The contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislation and the engineer-in-charge as he may deem necessary.

31.2 The contractor will notify well in advance to the engineer-in-charge of his intention to bring to the site any container filled with liquid or gaseous fuel or explosive or petroleum substance or such chemicals which may involve hazards. The engineer-in-charge shall have the right to prescribe the conditions, under which such container is to be stored, handled and used during the performance of the works and the contractor shall strictly adhere to and comply with such instructions. The engineer-in-charge shall have the right at his sole discretion to inspect any such container or such construction plant/equipment for which material in the container is required to be used and if in his opinion, its use is not safe, he may forbid its' use. No claim due to such prohibition shall be entertained by the owner. Nor the owner shall entertain any claim of the contractor towards additional safety provisions/conditions to be provided for constructed as per engineer-in-charge's instructions.

Further any such decision of engineer-in-charge shall not, in any way, absolve the contractor of his responsibilities, and in case, use of such a container or entry thereof into the site area is forbidden by engineer-in-charge, the contractor shall use alternative methods with the approval of engineer-in-charge without any cost implication to Company or extension of work schedule.

31.3 Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosives, the contractor shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulations laid down in Petroleum Act 1934, Explosives Act 1948, and Petroleum and Carbide of Calcium Manual Published by the Chief Inspector of Explosives of India. All such storage shall have prior approval of the engineer-in-charge. In case, any approvals are necessary from the Chief Inspector (Explosive) or any statutory authorities, the contractor shall be responsible for obtaining the same.

31.4 All equipment used in construction and erection by contractor shall meet Indian, Inter-national Standards and where such standards do not exist, the contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the contractor in accordance with manufacturer's operation manual and safety instructions and per Guidelines/Rules of the Company in this regard.

31.5 Periodical Examinations and all tests for all lifting/hoisting equipment and tackles shall be carried out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 1910 and associated Laws/Rules enforced from time to time. A register of such examinations and tests shall be properly maintained by the contractor and will be promptly produced as and when desired by engineer-in-charge or by the person authorised by him.

- 31.6 The contract shall be fully responsible for the safe storage of his and his sub-contractors radioactive sources in accordance with BARC/DAE Rules and other applicable provisions. All precautionary measures stipulated by BARC/DAE in connection with use, storage and handling of such material will be taken by contractor.
- 31.7 The contractor shall provide suitable safety equipment of prescribed standard to all employee and workmen according to the need, as may be directed by engineer-in-charge who will also have right to examine these safety equipment to determine their suitability, reliability, acceptability and adaptability.
- 31.8 Where explosives are to be used, the same shall be used under the direct control and supervision of an expert, experienced, qualified and competent person strictly in accordance with the code practices/rules framed under Indian Explosives Act pertaining to handling, storage and use of the explosives.
- 31.9 The contractor shall provide safe working conditions to all workmen and employees at the site including safe means of access, railings, stairs, ladders, scaffoldings etc. The scaffoldings, stairs, ladders etc. shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality of material only shall be used by the contractor.
- 31.10 The contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the owner or other contractors under any circumstances, whatsoever, unless expressly permitted in writing by the Company to handle such fuses, wiring or electrical equipment.
- 31.11 Before the contractor connects any electrical appliances to any plug or socket belonging to the other contractor or owner, he shall:
- a satisfy the engineer that the appliances is in good working condition
 - b inform the engineer of the maximum current rating, voltage and phases of the appliances.
 - c obtain permission of the engineer detailing the sockets to which the appliances may be connected.
- 31.12 The engineer will not grant permission to connect until he is satisfied that:
- a the appliance is in good condition and is fitted with a suitable plug.
 - b the appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.
- 31.13 No electric cable is in use by the contractor/owner will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.
- 31.14 No repair work shall be carried out on any live equipment. The equipment shall must be declared safe by engineer-in-charge and a permit to work shall be issued by engineer-in-charge before any repair work is carried out by the contractor. While working on electric lines/equipments whether alive or dead, suitable type and sufficient quantity of tools will have to be provided by contractor to electricians/workmen/officers.
- 31.15 The contractor shall employ necessary number of qualified, full time electricians/ electrical supervisors to maintain in his temporary electrical installations.
- 31.16 The contractor employing more than 250 workmen whether temporary, casual, probationer, regular or permanent or on contract, shall employ at least one full time officer exclusively as safety officer to supervise safety aspects of the equipment and workmen who will co-ordinate with the project safety officer. In case of work being carried out through sub-contractor's, the sub-contractor's workmen/employees will also be considered as the contractor's employees/workmen for above purpose. The name and address of a such safety officer of contractor will be promptly informed in writing to engineer-in-charge with a copy to safety officer-in charge before he starts work or immediately after any change of the incumbent is made during currency of the contract.
- 31.17 In case any accident occurs during the construction/erection or other associated activities undertaken by the contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the contractor to promptly inform the same to the company's engineer-in-charge in prescribed form and also to all the authorities envisaged under the applicable laws.

- 31.18 The engineer-in-charge shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove short comings promptly. The contractor after stopping the specific work, can, if felt necessary, appeal against the order of stoppage of work to the General Manager of the project within 3 days of such stoppage of work and decision of the project G.M in this respect shall be conclusive and binding on the contractor.
- 31.19 The contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons as provided in para 31.18 above and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.
- 31.20 The contractor shall follow and comply with all the Company safety rules relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without demur, protest or content or reservation. In case of any inconformity between statutory requirement and the Company safety rules referred above, the later shall be binding on the contractor unless the statutory provisions are more stringent.
- 31.21 If the contractor fails in providing safe working environment as per the Company safety rules or continues the work even after being instructed to stop work by engineer-in-charge as provided in para 31.18 above, the contractor shall promptly pay to the Company, on demand i.e. by the owner compensation at the rate of Rs. 5,000/= per day or part there of till the instructions are complied with an so certified by engineer-in-charge. However in case of accident taking place causing injury to any individual, the provisions contained in para 31.22 shall also apply in addition to compensation mentioned in this para.
- 31.22 If the contractor does not take all safety precautions and/or fails to comply with the safety rules as prescribed by the Company or under the applicable laws for the safety of the equipment and plant and for the safety of personnel and the contractor does not prevent hazardous conditions which cause injury to his own employees or employees of other contractors, or the Company employees or any other person who are at site or adjacent thereto, the contractor shall be responsible for payment of compensation under the relevant provisions of the workmen's compensation act and rules framed thereunder or any other applicable laws as applicable from time to time.
- Permanent disablement shall have same meaning as indicated in workmen's compensation act. The compensation mentioned above shall be in addition to the compensation payable to the workmen/employees under the relevant provisions of the workmen's compensation act and rules framed thereunder or any other applicable laws as applicable from time to time.
- In case the owner is made to pay such compensation then the contractor is liable to reimburse the owner such amount.

32. Code Requirements:

The erection requirements and procedures to be followed during the installation of the equipment shall be in accordance with the relevant Indian Boiler Regulations. ASME codes and accepted good engineering practice, the engineer's drawings and other applicable Indian recognised codes and the laws and regulations of the Government of India.

33. Foundation Dressing And Grouting:

- 33.1 The surfaces of foundations shall be dressed to bring the top surface of the foundations to the required level, prior to placement of equipment/equipment bases on the foundations.
- 33.2 All the equipment bases and structural steel base plates shall be grouted and finished as per these specifications unless otherwise recommended by the equipment manufacturer.
- 33.3 The concrete foundation surfaces shall be properly prepared by chipping, grinding as required to bring the type of such foundation to the required level, to provide the necessary roughness for

bondage and to assure enough bearing strength. All laitance and surface film shall be removed and cleaned.

33.4 Grouting Mix

The grouting mixtures shall be composed of Portland cement, sand and water. The Portland cement to be used shall conform to ISI No. 269 or equivalent, sand shall conform to ISI No.383/2386 or equivalent. The grout proportions for flat based where the grouting space does not exceed 35 mm shall be 50 Kg bag of cement to 75 Kg of sand. Only the required quantity of water shall be added so as to make the mix quaky and flowable and the mix shall not show excess water on top when it is being puddled in place. For thicker grout beds upto 65 mm, the amount of sand shall be increased to 105 Kg per bag of cement. Bases which are hollow and are to be filed full of grouting shall be filled to a level of 25 mm above the outside rim with a mortar mix in the volumetric proportions of one bag of cement and 1.5 bags sand and 1.5 part 6 mm granite gravel. An acceptable plasticiser may be added to the grout mixes in a proportion recommended by the plasticisers manufacturer. All such grouts shall be thoroughly mixed for not less than five minutes in an approved mechanical mixer and shall be used immediately after mixing.

33.5 Placing Of Grout

33.5.1 After the base has been prepared, its alignment and level has been checked and approved and before actually placing the grout a low dam shall be set around the base at a distance that will permit pouring and manipulation of the grout. The height of such dam shall be at least 25 mm above the bottom of the base. Suitable size and number of chains shall be introduced under the base before placing the grout, so that such chains can be moved back and forth to push the grout into every part of the space under the base.

33.5.2 The grout shall be poured either through grout holes if provided or shall be poured at one side or at two adjacent sides giving it a pressure head to make the grout move in a solid mass under the base and out in the opposite side. Pouring shall be continued until the entire space below the base is thoroughly filled and the grout stands at least 25 mm higher all around than the bottom of the base. Enough care should be taken to avoid any air or water pockets beneath the bases.

33.6 Finishing Of The Edges Of The Grout

The poured grout should be allowed to stand undisturbed until it is well set. Immediately thereafter, the dam shall be removed and grout which extends beyond the edges of the structural or equipment base plates shall be out off flush and removed. The edges of the grout shall then be pointed and finished with 1:2 cement mortar pressed firmly to bond with the body of the grout and smoothed with a tool to present a smooth vertical surface. The work shall be done in a clean and scientific manner and the adjacent floor spaces, exposed edges of the foundations, and structural steel and equipment base plates shall be thoroughly cleaned of any spillage of the grout.

33.7 Checking Of Equipment After Grouting

After the grout is set and cured, the contractor shall check and verify the alignment of equipment, alignment of shafts of rotating machinery, the slopes of all bearing pedestals, centring of rotors with respect to their sealing bores, couplings, etc. as applicable and the like items to ensure that no displacement had taken place during grouting . The values recorded prior to grouting shall be used during such post grouting check-up and verifications. Such pre and post grout records of alignment details shall be maintained by the contractor in a manner acceptable to the engineer.

34. **Shaft Alignments:**

All the shafts of rotating equipment shall be properly aligned to those of the matching equipment to as perfect an accuracy as practicable. The equipment shall be free from excessive vibration so as to avoid over-heating of bearings or other conditions which may tend to shorten the life of the equipment. All bearings, shafts and other rotating parts shall be thoroughly cleaned and suitably lubricated before starting.

35. **Doweling:**

All the motors and other equipment shall be suitably doweled after alignment of shafts with tapered machined dowels as per the direction of the engineer.

36. Check Out Of Control Systems / Power Supply:

After completion of wiring, cabling furnished under separate specifications and laid and terminated by the owner, the contractor shall check out the operation of all control systems for the equipment furnished and installed under these specifications and documents. The contractor shall get the drawings pertaining to the control system, power supply etc. approved from Directorate General of Mine Safety (DGMS) or any other appropriate authority as necessary, wherever required as per the rules and regulations of the of Indian Mines Act governed by D.G.M.S.

37. Commissioning Spares:

The contractor shall make arrangement for an adequate inventory at site of necessary commissioning spares prior to commissioning of the equipment furnished and erected so that any damage or loss during this commissioning activities necessitating the requirements of spares will not come in the way of timely completion of the works under the contract.

38. Cabling:

38.1 All cables shall be supported by conduits or cable tray run in air or in cable channels. These shall be installed in exposed runs parallel or perpendicular to dominant surfaces with right angle turn made of symmetrical bends or fittings. When cables are run on cable trays, they shall be clamped at a minimum interval of 2000 mm or otherwise as directed by the engineer.

38.2 Each cable, whether power or control , shall be provided with a metallic or plastic of an approved type, bearing a cable reference number indicated in the cable and conduit list (prepared by the contractor), at every 5 metre run or part there of and at both ends or the cable adjacent to the terminations. Cable routing is to be done in such a way that cables are accessible for any maintenance and for easy identification.

38.3 Sharp bending and kinking of cables shall be avoided. The minimum radii for PVC insulated cables 1100 V grade shall be 15D, where D is the overall diameter of the cable. Installation of other cables like high voltage, coaxial, screened, compensating, mineral insulated shall be in accordance with the cable manufacturer's recommendations. Wherever cables cross roads and water, oil, sewage or gas lines, special care should be taken for the protection of the cables in designing the cable channels.

38.4 In each cable run some extra length shall be kept at a suitable point to enable one to two straight through joints to be made should the cable develop fault at a later date.

38.5 Control cable terminations shall be made in accordance with wiring diagrams, using identifying codes subject to engineer's approval. Multicore control cable jackets shall be removed as required to train and terminate the conductors. The cable jacket shall be left on the cable, as far as possible, to the point of the first conductor branch. The insulated conductors from which the jacket is removed shall be neatly twined in bundles and terminated. The bundles shall be firmly but not tightly tied utilising plastic or nylon ties or specially treated fungus protected cord made for this purpose. Control cable conductor insulation shall be securely and evenly cut.

38.6 The connectors for control cables shall be covered with a transparent insulating sleeve so as to prevent accidental contact with ground or adjacent terminals and shall preferably terminate Elmex terminals and washers. The insulating sleeve shall be fire resistant and shall be long enough to overpass the conductor insulation. All control cables shall be fanned out and connection made to terminal blocks and test equipment for proper operation before cables are corded together.

SECTION -VII
Safety CODE

SUB-SECTION – VII 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 cordoned off 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 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 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 equipments 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-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-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 of the department or their representatives.
15. Notwithstanding the above clauses from (1) to (14), 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 -VIII

TECHINICAL SPECIFICATIONS

SUB-SECTION – VIII

TECHNICAL SPECIFICATIONS

Technical Specifications to be followed:

Civil Engineering Works

Latest CPWD specification shall be adopted. Presently CPWD specifications 2019 Vol. I & II is in vogue which may be followed. These specifications cover all type of Building Works. The specifications are available as a printed document issued by CPWD and also in soft copy PDF format in CPWD website.

Electrical Engineering Works

Latest CPWD specification shall be adopted. Presently the following are in vogue:

Part No.	Description	Year of Issue
I	Internal	2013
III	Lifts And Escalators	2003
V	Wet Riser And Sprinklers System	2006
VI	Heating, Ventilation And Air Conditioning Works	2017

SECTION -IX

e-Tender PORTAL USER AGREEMENT

eTender Portal User Agreement

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

A. UNDERTAKINGS TO BE FURNISHED ONLINE BY THE BIDDER

I DO HEREBY UNDERTAKE

1. That all the information being submitted by me/us is genuine, authentic, true and valid on the date of submission of tender and if any information is found to be false at any stage of tendering or contract period, I/We will be liable to the following penal actions apart from other penal actions prescribed elsewhere in the tender document.
 - a. Cancellation of my/our bid/contract (as the case may be)
 - b. Forfeiture of EMD
 - c. Punitive action as per tender document
2. That I/we accept all terms and condition of NIT, including General Terms and Condition and Special/Additional Terms and Condition as stated there in the tender document as available on the website.
3. That I/we accept the Integrity Pact as given in the tender document (if applicable).
4. That I/we, am/are giving my/our consent for e-payment and submitting/ shall submit the mandate form for e-Payment in the format as prescribed in the document in case, the work is awarded to us.
5. That I/we do authorize CIL/Subsidiary for seeking information/clarification from my Bankers having reference in this bid.
6. That I/we will upload original/certified photo/scanned of all the relevant documents as prescribed in the tender document in support of the information and data furnished by me/us online.
7. I/We confirm that I/We have not been banned or de-listed by any Govt. or Quasi Govt. agencies or PSUs. In case We are banned or delisted this information shall be specifically informed to the tender issuing authority.
8. That I/We accept all the undertakings as specified elsewhere in the tender document.
9. That this online agreement will be a part of my bid and if the work is awarded to me/us, this will be a part of our agreement with CIL/Subsidiary Company.

B. TERMS AND CONDITIONS OF E-TENDER SERVICES AGREEMENT

COPYRIGHT NOTICE: Copyright©2013, Coal India Limited, India. All rights reserved.

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

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

<https://coalindiatenders.nic.in> is an e-procurement portal of Coal India Limited/its Subsidiary.

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

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

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

Bidder Registration, Password and Security:

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

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

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

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

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

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

Modification of software :

With consent of Project Advisory Committee, e-procurement of CIL, the Administrator of e-Tender portal, reserves the right to modify, add, delete and/or change the contents , classification and presentation of the information on the market place at any time as it may in its absolute discretion find to be expedient and without giving any notice. It is the users responsibility to refer to the terms and/or any change or addition to the same while accessing the site.

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

System Requirements :

It is the users responsibility to comply with the system requirements : hardware, software, Internet connectivity at user premises to access the eTender portal as mentioned in the home page in the link "Resources Required".

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

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

Contents of Tender Information :

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

Bid Submission Acknowledgement :

The User should complete all the processes and steps required for Bid submission. The successful Bid submission can be ascertained once acknowledgement is given by the system through Bid Submission number i.e. Bid ID, after completion of all the processes and steps. Coal India Limited is not responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and so the same will not be available to the Tender Inviting Authority for processing. The acknowledgment is the only confirmation of submission of bid, which the bidder can show as a proof of participating in the tender. Other than this acknowledgement, no proof will be considered as a confirmation to the submission of a bid. If the bidder fails to produce this acknowledgement required for verification in case of dispute, his claim for submission of bid may not be considered.

Upload files :

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

User Conduct :

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

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

Amendments to a tender published:

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

Special Admonitions For International Use :

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

Links :

The Site may provide, links to other World Wide Web sites or resources. Because CIL/subsidiary has no control over such sites and resources, you acknowledge and agree that the CIL/Subsidiary is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources.

You further acknowledge and agree that the CIL/subsidiary shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, Goods or Services available on or through any such site or resources.

Miscellaneous :

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

Governing Law :

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

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

Modification of terms of Agreement :

CIL/its Subsidiaries reserves the right to add to or change/modify the terms of this Agreement. Changes could be made by us after the first posting to the Site and you will be deemed to have accepted any change if you continue to access the Site after that time. CIL/its Subsidiaries reserves the right to modify,

suspend/cancel, or discontinue any or all services/ make modifications and alterations in any or all of the content, at any time without prior notice.

Policy and Security :

General Policy :

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

Information Collected :

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

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

The Internet domain and IP address from which you access our portal;

The date and time you access our portal;

The pages you visit

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

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

Use of Cookies :

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

Security :

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

eMail / SMS Notifications :

The GePNIC eProcurement Server has functionality of automatically sending eMail / SMS alerts at various events as per the bidders preference. There is no manual intervention while sending these predefined eMail / SMS alerts. All events for which eMails / SMS being sent is also available to users on the Dash Board / the user login of the Bidder. Although all efforts will be made to ensure timely delivery of eMail / SMS, due to dependency in various other external factors, the delivery of eMail / SMS may not be assured and bidders are requested to check the portal on a periodic basis for any such events. Non receipt of eMail / SMS cannot be quoted as a reason for failure of service as this is an added facility being provided to users.

SECTION – X
ANNEXURES

FORMAT FOR LETTER OF BID Annexure-I

**To be accepted unconditionally by bidder during submission of bid online
(to be accepted through GTE)**

To:
The Tender Committee,
Central Coalfields Limited
Ranchi (JHARKHAND)

Sub: Letter of BID for the Work: **“Providing and Installation of Complete Fire Fighting System (Wet Rising System) At Gandhi Nagar Hospital, CCL, Ranchi on Turnkey Basis”**.

Ref.: 1.NIT No.: 01 of 23-24

2. Tender Id No. : 2023_CCL_277176_1

Dear Sir,

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

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

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

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

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

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

Should this bid be accepted, I/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, Central Coalfields Limited shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ **work order** /award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period of 12(twelve) months.

PROFORMA FOR UNDERTAKING

To be accepted unconditionally by bidder/s for genuineness of the information furnished online and authenticity of the documents uploaded online in support of his eligibility)

(To be accepted through GTE)

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 “**Providing and Installation of Complete Fire Fighting System (Wet Rising System) at Gandhi Nagar Hospital, CCL, Ranchi on Turnkey Basis**” against Bid Notice No. 01 of 23-24, dated 10.04.2023 and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.
3. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
4. I/ We hereby authorize department to seek references / clarifications from our Bankers.
5. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
6. I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time (not applicable for works with estimated value put to tender less than 5 lakh).
7. I/we do not have relationship with any other participating bidders, directly or through common third parties that puts us in a position to have access to information about or influence on the bid of another Bidder.
8. I/we or any of my/our affiliate has/have not participated as consultant in the preparation of the design or technical specification of the contract that is the subject of the bid.
9. 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 labor in any of the activities for which I/We are participating in the tender.

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

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. Please attach Xerox copy of a cheque of your Bank for ensuring accuracy of the Bank Name, Branch Name and Code Number.			
RTGS CODE			
Account Type	Savings	Current	Cash Credit
Account Number(as appearing in the Cheque Book.			

4. Date from which the mandate should be effective.

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

Signature of the Party / Authorised Signatory

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

Banker's Stamp

Date :

Signature of the Authorised official from the Bank)

PROFORMA FOR 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..... (hereinafter 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 (hereinafter 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 Specification and Safety Code (Page.....to.....)
 - iii) Schedule-B The probable
Quantities and Amount (Pageto.....)
 - 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 (1stpartof Security Deposit) in the form of Demand Draft / Certified Cheque/ B.G. / other form (details to be furnished).
- 5) The said contractor hereby covenants with the company that the company shall deduct at 5% of R/A Bills as Retention Money (2ndpart 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 thedate 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 SriOn behalf of
 Signature (Name of Company) in presence of-

1. Name: Signature

2. Address:

PROFORMA OF MEMORANDUM (To be a Part of Contract Agreement)**TENDER FOR WORK**

I/We hereby tender for the execution for the CENTRAL COALFIELDS LIMITED (CCL) of the work specified in the underwritten MEMORANDUM at rates specified in the Price-bid within a period of --

----- Days as per 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	

PROFORMA OF BANK GURANTEE FOR PERFORMANCE SECURITY DEPOSIT (PSD)

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

[Applicable for PSD amount of Rs.5.00 Lakh and more]

To

Central Coalfields Limited Headquarter – Ranchi (JHARKHAND)

.....(Name and Address of the concerned Subsidiary Company/ Purchaser Company)

Re: Bank Guarantee in respect of Agreement/Contract/Purchase order vide No.....,Dated..... Between Central Coalfields Limited (Name of Purchaser Ccompany) and.....(Name of Supplier Company)

Messers..... a Company/Firm having its office at (herein after called “the Contractor”) has entered into the Agreement/Contract/Purchase Order vide no.....dated (herein after called “the said Agreement”) with Coal India Limited, Kolkata on behalf of Central Coalfields Limited/ Purchaser Company (name of the concerned subsidiary Company) (hereinafter called “the Company”) to supply Stores/ materials amounting to Rs..... on the terms and conditions contained in the said contract.

The..... (name of the Bank) (hereinafter called “the Bank”) having its Office at has at the request of the Contractor, agreed to give the Guarantee as hereinafter contained

We..... (name of the Bank) do hereby, unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and conditions of the said Agreement or shall commit any breach of its obligations there under, the Bank shall on demand, and without any objection, demur, pay to the company the said sum of..... or any portion thereof without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same , or calling on the company to compel such payment by the contractor.

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

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

This Guarantee shall remain in force until the dues of the company in respect of the said sum of

..... are fully satisfied and the Company certifies that the Agreement has been fully carried out by the Contractor and discharges the guarantee.

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

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

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

The Bank has under its constitution power to give this Guarantee and[Name of the person (s)] who has signed it on behalf of the Bank has authority to do so.

Dated this.....day of.....at.....

Place.....

Signature of the authorized person(s)

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code number)

(address)

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

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

NOTE:

- (i) The Bank Guarantee issued by a scheduled bank shall be operative at its branch situated at Ranchi (Jharkhand State) or if the issuing bank does not have any branch at Ranchi then Bank Guarantee shall be operative at any of its Kolkata Branch.
- (ii). **The Bank Guarantee (BG) issued by the issuing Bank on behalf of contractor in favor of “Central Coalfields Limited” shall be in paper form as well as issued under “Structured Financial Messaging System (SFMS)”.**

The details of beneficiary for issue of Bank Guarantee (BG) under SFMS platform is furnished below:

Name of beneficiary and details	Name	Central Coalfields Limited
	Area	*
	Bank A/C no. of beneficiary	10106155123
	Customer ID/CIF no of beneficiary	80288731402
	Department	TA
Beneficiary’s Bank, Branch and Address	Beneficiary’s Bank	State Bank of India
	Branch and Address	SME Branch, Doranda, ranchi - 834002
	SFMS Code/ IFSC Code	SBIN0009620
	In case of Foreign BG Swift Code	SBININBB387

*	HQ/ Name of the Area of CCL
----------	------------------------------------

PROFORMA OF BANK GUARANTEE FOR MOBILISATION ADVANCE

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

To

Central Coalfields Limited
Headquarter — Ranchi
(JHARKHAND)

Dear Sir,

In consideration of Coal India Limited/Subsidiary Company having its Registered Office at

(hereinafter called “the Company” which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed under the terms and conditions of the Contract

No.....dated..... Entered into between Coal India Limited/Subsidiary Company and M/s having it's

Registered Office at..... (hereinafter called “the Contractor” to make mobilization advance/lump-sum advance to the tune of Rs... subject to submission of the Bank Guaranteefor

equal amount from any Nationalized/ Schedule Bank, We Bank (hereinafter referred to as the said Bank) hiving it is Registered Office atdo hereby undertake and agree to pay the

Company to the extent of Rs..... on demand stating that the amount claimed by the Companyis due

and payable by the contractor for the reasons of non-refund and or non-recovery of the amount with interest thereon and to unconditionally pay the amount claimed by the company on such demand without any demur to the extent aforesaid.

2.We,Bank agree that the Company shall be the sole judge as to whether the said Contractor

has failed/neglected in refunding the amount advanced by the Company and/or extent of loss and damages caused to or suffered by the Company on account of the amount advanced not being recovered in full and non-utilization of the said advanced amount or part thereof for the purpose of performance of the contract and interest payable thereon and the decision of the company in this behalf shall be final and binding on us.

3) We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect up to and any claim received after the said date shall in no case bind the Bank.

4) The Company shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee or indemnity from time to time vary any of the terms and conditions of the said contract or to extend the time of performance by the said contractor or to postpone any time and from time to time any of the powers exercisable by it against the said contractor and either to enforce or to forbear from enforcing any of the terms and conditions governing the said contract or securities available to the company and the said Bank shall not be released from its liability under these presents.

5. Notwithstanding anything contained herein the liability of the said Bank under this Guarantee is restricted to Rs and this Guarantee shall come into force from the date hereof and shall remaining full force and effect till unless the written demand or claim under this Guarantee is made by the Company with us on or before all rights of the Company under this Guarantee shall cease to have any effect and we shall be relieved and discharged our liabilities hereunder.
6. We, the said Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the company in writing and agree that any change in the constitution of the said contractor or the said Bank shall not discharge our liability hereunder.
7. This guarantee issued by Sri who is authorized by the Bank.
8. "The Bank Guarantee as referred above shall be operative/payable at our branch at (Name and address of the Branch)
9. The Contact details of the Bank issuing BG and the local operating Branch of the Bank at Ranchi (JHARKHAND) are as under:

Particulars	issuing Bank	Local Operating Branch at Ranchi
Branch Code		
Postal Address		
Telephone No.		
FAX No.		
Email Id		

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

SIGNED, SEALED AND

DELIVERED For and on behalf of the Bank

by:(Signature) (Name) (Designation)

(Code number)

(address)

Under jurisdiction of Ranchi court (JHARKHAND) only.

NOTE:

(i) The Bank Guarantee issued by a scheduled bank shall be operative at its branch situated at Ranchi (Madhya Pradesh State) or if the issuing bank does not have any branch at Ranchi then Bank **Guarantee** shall be operative at any of its Kolkata Branch.

(ii) The Bank Guarantee (BG) issued by the issuing Bank on behalf of contractor in favor of “Central Coalfields Limited” shall be in paper form as well as issued under “Structured Financial Messaging System (SFMS)”.

The details of beneficiary for issue of Bank Guarantee (BG) under SFMS platform is furnished below:

Name of beneficiary and details	Name	Central Coalfields Limited
	Area	*
	Bank A/C no. of beneficiary	10106155123
	Customer ID/CIF no of beneficiary	80288731402
	Department	TA
Beneficiary's Bank, Branch and Address	Beneficiary's Bank	State Bank of India
	Branch and Address	SME Branch, Doranda, ranchi - 834002
	SFMS Code/ IFSC Code	SBIN0009620
	In case of Foreign BG Swift Code	SBININBB387

*	HQ/ Name of the Area of CCL
---	-----------------------------

PROFORMA OF JOINT VENTURE AGREEMENT

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

This Joint Venture agreement is made on thisDay of

AMONGST/BETWEEN

M/s....., having its registered Office at

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

AND

M/s....., having its registered Office at

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

AND

M/s....., having its registered Office at

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

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

WHEREASM/s..... and M/s agreed to form a Joint Venture in order to join their forces to obtain best results from the combinations of their individual resources of technical and management skill, finance and equipment for the benefit of the project and in order to submit the Bid for the work of “” (Hereinafter referred to as “Project”) under.(Name of Company)(hereinafter referred to as “the principle Employer”).

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

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

1) **FORMATION AND TERMINATION OF THE JOINTVENTURE.**

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

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

2) **LEADPARTNER.**

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

3) **REPRESENTATIVE OF THE PARTNERS OF THE JOINTVENTURE.**

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

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

4) PARTICIPATION SHARE & WORKRESPONSIBILITIES.

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

M/s.....: % (percent)

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

M/s.....: % (percent)

The Parties shall share the rights and obligations, risk, cost and expenses, working capitals, profits or losses or others arising out of or in relation to execution of the Project in proportion to their share of participation in the Joint Venture except as.

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

5) JOINT AND SEVERALLIABILITIES.

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

6) WORKINGCAPITAL

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

7) BIDSECURITY:

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

8) PERSONNEL &EQUIPMENT

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

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

a) As between themselves, each Party shall be fully responsible for the fulfillment of all obligations arising out of its scope of the work for the Project to be clarified subject to the Agreementbetween the Parties and shall hold harmless and indemnified against any damage arising from its default or non-fulfillment of such obligations.

b) If any Party fails to perform its obligations described in this Agreement during the execution of the Project and to cure such breach within the period designated by the non-defaulting party, then the other party shall have the right to take up work, the interest and responsibilities of the defaulting party at the cost of the defaulting party.

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

10) BANKA/C.

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

11) LIMIT OF JOINT VENTURE ACTIVITIES.

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

12) TAXES.

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

13) EXCLUSIVITY

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

14) MISCELLANEOUS:

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

15) APPLICABLE LAW

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

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

For.....
.....
For..... For.....

Signature_____Signature_____Signature_____(Name & Address)
(Name &Address) (Name &Address)

(Official Seal) (Official Seal) (Official Seal)

Place.....
Place.....
Place.....

Date..... Date
..... Date.....

Witness Witness Witness
SignatureSignature
Signature

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, Central Coalfields Limited acting through Shri, Designation of the officer, (hereinafter called the “BUYER / Principal”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. represented by Shri, Chief Executive Officer (hereinafter called the “BIDDER / Seller / Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

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

NOW, THEREFORE,

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

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

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

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

Section 1: Commitments of the Principal

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

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of the 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. The 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 cartelization 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 (Guidelines for Indian Agents for Foreign supplier) 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 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 3 years with any other Company in any country conforming to the anti-corruption approach or with any other 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, Contractors or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section-8: Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the

Bidders / Contractors as confidential. He/she reports to the Chairman, Coal India Limited / CMD, Subsidiary Companies.

- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the bidder(s)/Contractor(s)/Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform chairman the Chairman, Coal India Limited / CMD, Subsidiary Companies and recuse himself/herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairman, Coal India Limited / CMD, Subsidiary Companies within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman, Coal India Limited / CMD, Subsidiary Companies, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman, Coal India Limited / CMD, Subsidiary Companies has not, within the reasonable time taken visible action to proceed against such offences 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 lapse of this pact as specified above, unless it is discharged / determined by Chairman, Coal India Limited / CMD, Subsidiary Companies.

Section-10: Other provisions

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

- (4) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure (Guidelines for Indian Agents for Foreign supplier), the Clause in the Integrity Pact will Prevail.

Section-11: Facilitation of Investigation

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

Section-12: Law and Place of Jurisdiction

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

Section-13: Other Legal Actions.

The action 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 and on behalf of the Principal)
(Office Seal)

(For and on behalf of Bidder/Contractor)
(Office Seal)

Place

Date

Witness 1: Witness 2:

(Name & Address)

(Name & Address)

Annexure - Guidelines for Indian Agents for Foreign Supplier

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

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

2. The Foreign manufacturer must indicate the name & address of its agent in India. It should also indicate the commission payable to them the specific service rendered by them. The Indian Agency commission will payable only on FOB prices of goods and it should be quoted as a percentage of the FOB price. In case, the foreign manufacturer does not have any Indian Agent, it should be clearly mentioned in the bid. In terms of Integrity Pact, the bidder has also to disclose all payments to agents, brokers or any other intermediaries.

The amount of agency commission payable to Indian Agent should not exceed 5% or what is specified in agency agreement, whichever is lower.

3. In addition to above A certificate that no commission is payable by the principal supplier to any agent, broker or any other intermediary against this contract other than percentage as indicated in BOQ (not exciding 5% of FOB) of FOB value of the contract to Indian Agent. This certificate forms a part of letter of credit.
4. The payment of Indian Agency Commission, if any, involved may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency commission if any, payable shall have to be mentioned in the offer by the foreign manufacturer.

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

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

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

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

Annexure-X

PROFORMA FOR WRITTEN CONSENT FOR ARBITRATION CLAUSE (Applicable for Partnership Firm & Joint Venture)

Covered in stipulations of undertaking

MAKE IN INDIA

No. P-45021/2/2017-PP (BE-II)
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Udyog Bhawan, New Delhi
Dated: 16th September, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017– Revision; regarding.

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019 and Order No.P-45021/2/2017-B.E.-II dated 04.06.2020, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' dated 16.09.2020 effective with immediate effect.

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, 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.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

.....Contd. p/2

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'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.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

3. Eligibility of 'Class-I local supplier' / 'Class-II local supplier' / 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

..... Contd. p/3

3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

.....Contd. p/4

percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/'Class-II local supplier' respectively.

6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content**
 - a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
 - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
 - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
 - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

.....Contd. p/6

- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations.

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier' / 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
- d. **Reciprocity Clause**
 - i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

.....Contd. p/7

- 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 stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
 - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
 - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.
- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

10A. Action for non-compliance of the Provisions of the Order: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. Assessment of supply base by Nodal Ministries: The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

12. Increase in minimum local content: The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

.....Contd. p/8

13. **Manufacture under license/ technology collaboration agreements with phased indigenization.** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

14. **Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or
- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

16. **Standing Committee:** A standing committee is hereby constituted with the following membership:

Secretary, Department for Promotion of Industry and Internal Trade—Chairman
Secretary, Commerce—Member
Secretary, Ministry of Electronics and Information Technology—Member
Joint Secretary (Public Procurement), Department of Expenditure—Member
Joint Secretary (DPIIT)—Member-Convenor

.....Contd. p/9

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

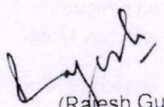
17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
- b. shall annually assess and periodically monitor compliance with this Order
- c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
- d. may require furnishing of details or returns regarding compliance with this Order and related matters
- e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
- f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
- g. may consider any other issue relating to this Order which may arise.

18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.


(Rajesh Gupta)
Director
Tel: 23063211
rajesh.gupta66@gov.in

**PROFORMA FOR CERTIFICATE TO BE UPLOADED BY BIDDER DURING
SUBMISSION OF BID ONLINE:**

“Certificate regarding compliance to Order no. F. No.6/18/2019-PPD Dt.23.07.2020 of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restriction on bidder from a country which shares a land border with India”

Covered in stipulations of undertaking

Competent Authority and procedure for registration with Competent Authority in case of bidder from a country which shares a land border with India

Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.**

- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block
New Delhi
23rd July, 2020

Order (Public Procurement No. 2)

Subject: Exclusion from restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 –regarding.

In Order (Public Procurement No. 1) dated 23rd July 2020, orders have been issued requiring registration of bidders from a country sharing a land border with India in order to be eligible to bid in public procurement.

2. Notwithstanding anything contained therein, it is hereby clarified that the said Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

3. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

PROFORMA FOR UNDERTAKING

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

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

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

Or

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

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

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

Or

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

*** Delete whichever is not applicable.**

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

Or

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

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

4. We, (Name of Partners of Partnership Firm/Joint Venture), partners of(Name of Partnership Firm/Joint Venture) hereby consent to abide by the provisions of Clause 16 and 16A of General Terms and Conditions pertaining to arbitration.

(Note : - Applicable in case of Partnership firm/Joint Venture firm)

5. We certify that the works/services offered by us against the tender for the work **"Providing and Installation of Complete Fire Fighting System (Wet Rising System) at Gandhi Nagar Hospital, CCL, Ranchi on Turnkey Basis"** against NIT No 01 of 23-24/ Tender ID. 2023_CCL_277176_1, Dated 10.04.2023, meet the minimum local content requirement and has local content:

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

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

***Delete whichever is not applicable.**

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

6. Certificate regarding compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries:

I/we have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/we certify that I am/ we are not from such a country or, if from such a country, has/have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that I/we fulfil all requirements in this regard and I am/ we are eligible to be considered.

(Where applicable, evidence of Competent Authority shall be attached.)

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

Yours faithfully,

Date :

Signature of Bidder
(In case of Partnership firm/ JV firm, signature of all partners with name)

SECTION-XI
GUIDELINES FOR BANNING OF
BUSINESS

Chapter-XI

Guidelines for Banning of Business

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

1. Observance of Principle of Natural Justice before banning the business dealings with any contracting entity.

2. The contracting entity may be banned in the following circumstances: -

i) If bidder backs out after notification of opening of price bid and if that bidder is found to be L-1.

ii) If L-1 bidder fails to submit PSD and APSD, if any and/or fails to execute the contract within stipulated period.

iii) If L-1 bidder fails to start the work on scheduled time.

iv) In case of failure to execute the work as per mutually agreed work schedule.

v) Continued and repeated failure to meet contractual Obligations:

a. In case of partial failure on performance, agency shall be banned from future participation in tenders keeping his present contract alive.

b. On termination of contract.

vi) Willful suppression of facts or furnishing or wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means.

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

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

ix) Contractor fails to use Mobilisation advance given to him for the purpose it was intended.

x) Contractor fails to renew the securities deposited to the department.

xi) The contractor fails to rectify any lapse(s) in quality of the work done within defect liability period.

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

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

3. Such 'Banning of Business', if and when effected, shall be with prospective effect only. The effect of 'Banning of Business' shall be for future tenders from the date of issue of such Order. However, if any contracting entity is banned after online notification of opening of Price Bid, such a ban will not be effective for that work.

4. The banning shall be for a minimum period of one year and shall be effective for the concerned Subsidiary for the tenders invited at Subsidiary level. Similarly, in case of tenders of CIL HQ, banning shall be for CIL HQ. However, if such 'Banning of Business' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required.

5. Once a contracting entity is banned, it shall be extended to the constituents of that entity, all partners in case of Joint Venture, all the partners in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm and all the Directors in case of Limited Company. If such banned owner/Proprietor/ Partner/Director make/form different Firms/entity and attempts to participate in tenders, the same will not be entertained during the currency of such banning.

6. The above 'Banning of Business' shall be in addition to other penal provisions of NIT/Contract document.

7. Approving Authority: The 'Banning of Business' of a contracting entity shall be done with the approval of the Competent Authority as per the details below:

a) In case the Accepting Authority of the work is Board or Empowered Committee or FDs or CMD of CIL/Subsidiary Company, then the Competent Authority for banning shall be CMD of CIL/Subsidiary Company.

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

8. Appellate Authority shall be one Rank higher than the Competent Authority meant for 'Banning of Business'. In case the banning is done with the approval of CMD of the Subsidiary Company then Chairman, CIL shall be the Appellate authority.

9. Any change on the above may be done with approval of FDs of CIL.

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

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



CENTRAL COALFIELDS LIMITED (CCL)

TENDER DOCUMENT FOR

**PROVIDING AND INSTALLATION OF COMPLETE FIRE
FIGHTING SYSTEM (WET RISING SYSTEM) AT GANDHI
NAGAR HOSPITAL, CCL, RANCHI.**

VOLUME – II

CENTRAL COALFIELDS LIMITED

(A Subsidiary of Coal India Limited) RANCHI (JHARKHAND) -834029

BRIEF SCOPE OF WORK AND TECHNICAL SPECIFICATION

01.00 INTRODUCTION

Gandhi Nagar Hospital is a 200 bedded hospital which is situated in Kanke Road, Ranchi, Jharkhand. There are three multistory building (G+2/G+3) and one single storey building which exist in the premises of Gandhi Nagar Hospital. Installation of fire fighting system (wet rising system) is required for the whole Hospital.

The Bidder shall strictly agree and adhere to all the terms and conditions mentioned in the technical specification and other related documents as a whole and any deviation from them shall be categorically stated in the tender along with relevant clause.

02.00 SCOPE OF WORK FOR BIDDER

The scope of work for this tender covers supply of all equipment & accessories, transportation of all materials to site, transit insurance, unloading, storage, transportation from stores to site and handling at site, erection, testing, commissioning of fire fighting system (wet rising system), performance guarantee of all the equipment & accessories of fire fighting systems for the premises mentioned in this technical specification for the building of Gandhi Nagar Hospital at CCL Ranchi.

The scope of work by the Bidder shall include but shall not be limited to the following: -

To supply, installation, testing and commissioning the complete fire fighting systems and associated equipment.

To repair the false ceiling and interior of the building / any other civil works damaged during execution of work to new condition so as to maintain the aesthetic of interior of building.

Bidders are requested to visit the site and check the requirement.

Supply of spares / fittings as may be required during installation, start up and initial operation of all the units / systems till successful completion of commissioning. The price for the same shall be deemed to be included in the contract price for the system.

To Prepare and submit of all necessary drawings, fabrication & erection drawings, as built drawings etc.

Installation of all the equipment and it's accessories as per approved drawings and instructions of EIC.

Civil work like making openings in wall / floor / roof for passage of pipe etc. as required for installation and finishing and making good of the same after installation work.

Any other item / nature of work which is specifically not appearing in the technical specification but directly or indirectly associated with the efficient working of the systems is under the scope of the bidder.

Submission of manual for operation, maintenance and service of fire fighting system.

Defect liability period will be 05 year (60 months) including free maintenance after completion of work.

All consumable and items required during comprehensive maintenance will be under scope of bidder.

To obtain NOC from the local body and adhering to the compliances of Agnishaman Sewa Mukhyalaya, Jharkhand, Ranchi. Reimbursement for any statutory fee required in obtaining NOC will be made by CCL on the basis of submission of bills.

03.00 APPLICABLE CODES AND STANDARDS

The execution of the work covered under this specification shall conform to the latest Indian Standards / CPWD manual & specifications or the reputed standards acceptable to CCL. In case such specification is not available, the work shall be done according to good engineering practice & norms acceptable to CCL.

In the cases where norms/ standards/ guidelines other than those mentioned above are followed, the Bidder shall furnish a copy of such document in support for perusal and acceptance. Wherever a contradiction is found between different documents being followed, the decision of CCL will be final and binding.

04.00 DESIGN CRITERIA

Design and selection of equipment shall be made with the following also in view of

- a) Safety of personnel
- b) Uninterrupted operation
- c) Long life of equipment
- d) Easy maintenance at low cost
- e) Spares shall be easily available

Every Endeavour shall be made to achieve standardization and unification in designing components and sub-assemblies.

All working parts shall be arranged / located for convenience of operation, inspection, lubrication, ease of repair, replacement and maintenance of parts and sub-assemblies with minimum downtime, without dismantling other equipment / components / structures.

Components shall be designed to meet the specified mechanical properties like hardness, strength, rigidity, wear resistance, heat resistance, resistance to vibration, etc.

Equipment shall be provided with lifting attachments (wherever applicable) like lugs, bolts etc. to facilitate handling and lifting during erection and maintenance.

The equipments shall be suitable to operate satisfactorily under variations of load, pressure and climatic conditions as may occur during working.

All equipment shall be of acceptable modern design and free from all inherent defects.

All the rotating parts shall be statically and dynamically balanced.

The finish of the equipment, its components and complete fire fighting system shall be of first class quality.

To the extent possible, models and sizes of equipment shall be identical to ensure minimum inventory and interchange ability of parts, equipment and systems.

While designing the equipment and systems, the following maintenance aspects shall be taken into consideration: -

Sufficient space for maintenance in the layout.

Access to the equipment.

Inspection and maintenance doors for equipment.

5.00 BRIEF Bill of Quantity (For indicative purpose only)

Sr.No.	Items	Qty	Unit	Rate/Unit	Amount
Fire Fighting System					
1	Providing & fixing Tata/Nezone or equivalent make MS Pipe 150 mm Medium (6 inch)	330	m	2850	940500
2	Providing & fixing Tata/Nezone or equivalent make MS Pipe 100 mm Medium (4 inch)	186	m	1400	260400
3	Providing & fixing Tata/Nezone or equivalent make MS Pipe 80 mm Medium (3 inch)	60	m	1150	69000
4	Providing & fixing KalpEX or equivalent make Single Outlet oblique type Landing Valve in 63 mm dia with 3" NB flanged with female instantaneous coupling made of Stainless Steel with Cast Iron Hand wheel having Hydrostatic Test (Body Test) tested at 21kgf/cm ² , Water Tightness (Seat Test) at 14kgf/cm ² & Flow Test 1800 LPM discharge at 7kgf/cm ² complete with ISI marked IS: 5290	22	no.	8804.40	193696.80
5	Providing & fixing RRL (Reinforced Rubber Lined) Hose 63 mm dia Kartik, Agni Shield or equivalent make in 15 m length made of circular woven jacket treated with rot proofing agent with rubber inner lining for flexibility, durability & better resistance complete with ISI marked IS: 636: 1988 Type - A	22	m	6831	150282
6	Providing & fixing Male & Female Instantaneous type Coupling in 63 mm dia Made of Stainless Steel (Kartik, Agni Shield or equivalent make) having the Hydrostatic Test (Body Test) of 21kgf/cm ² complete with ISI marked IS:903	22	no.	3643.20	80150.40
7	Providing & fixing Short Branch Pipe in 63 mm dia with nozzle of 20 mm made of Stainless Steel (Kartik, Agni Shield or equivalent make) having the Hydrostatic Test (Body Test) of 21kgf/cm ² complete with ISI marked IS: 903.	22	no.	3339.60	73471.20

8	Providing & fixing Fire Hose Box single door made in 24/26 gauge (Kartik, Agni Shield or equivalent make) to accommodate 1 nos of Fire Hose of 15 meter length with one Short Branch nozzle having glass front & locking arrangement.	22	no.	3795	83490
9	Providing & fixing First Aid Hose Reel Drum (Kartik, Agni Shield or equivalent make) with wall mounted swinging type with ISI marked IS: 884:1985	22	no.	6831	150282
10	Providing & fixing General Purpose Rubber Water Hose in 3/4" dia (Kartik, Agni Shield or equivalent make) in 30 m Length made of Uniform seamless lining of natural or blend of natural & synthetic rubber with reinforcement plies of woven fabric or braided textile of high strength complete with ISI marked IS: 444	22	no.	7134.60	156961.20
11	Providing & fixing Triple Outlet Landing Valve in 63 mm dia (Kartik, Agni Shield or equivalent make) with 4" NB flanged with female instantaneous coupling made of Stainless Steel with Cast Iron Hand wheel having Hydrostatic Test (Body Test) tested at 21kgf/cm ² , Water Tightness (Seat Test) at 14 kgf/cm ² & Flow Test 1800 LPM discharge at 7 kgf/cm ² complete with ISI marked IS: 5290	2	no.	9411.60	18823.20
12	Providing & fixing MS Air Release Valves of 25 mm dia (DRP, RNW or equivalent make)	8	no.	2960.10	23680.80
13	Providing & fixing Butterfly Valve: 150 MM Deepak / Kartar or equivalent make	6	no.	4098.60	24591.60
14	Providing & fixing Butterfly Valve: 100 MM Deepak / Kartar or equivalent make	8	no.	4098.60	32788.80
15	Providing & fixing NRV 150 MM DRP, RNW or equivalent make	6	no.	3491.40	20948.40
16	Providing & fixing NRV 100 MM DRP, RNW or equivalent make	2	no.	3491.40	6982.80
17	Providing & fixing Bend of 150 mm dia, 100 mm dia, 80 mm dia	30	no.	683.10	20493.00
20	Providing & fixing Flanch of 150 mm dia, 100 mm dia, 80 mm dia	30	no.	607.20	18216.00
23	Painting with synthetic enamel paint (Asian/Neroloc or equivalent make)	1	lot	37950.00	37950.00
24	Providing & fixing Terrace pump 7.5HP (Kirloskar/KSB/Gundfoss or equivalent make)	2	lot	54268.50	108537.00

25	Providing & fixing Jockey Pump 7.5HP (Kirloskar/KSB/Gundfoss or equivalent make)	1	lot	49335.00	49335.00
26	Providing & fixing Main Electric Pump 56 HP 2280 LPM (Kirloskar/KSB/Gundfoss or equivalent make)	1	lot	292139.10	292139.10
27	Providing & fixing Diesel Pump Set 56 HP, 2280 LPM (Kirloskar/KSB/Gundfoss or equivalent make)	1	lot	524620.80	524620.80
28	Providing & fixing Electrical Panel for three pump set	1	lot	201514.50	201514.50
29	Providing & fixing Smoke Detector (ASES/Apollo/Honeywell or equivalent make)	250	no.	4900.00	1225000.00
30	Providing & fixing MCP (ASES/Apollo/Honeywell or equivalent make)	32	no.	4600.00	147200.00
31	Providing & fixing Hooter (ASES/Apollo/Honeywell or equivalent make)	32	no.	5800.00	185600.00
32	Providing, fixing, testing & commissioning 2 Loop Panel (ASES/Apollo/Honeywell or equivalent make)	3	no.	185000.00	555000.00
33	Providing, fixing & wiring for smoke detectors and panels (one coil of 90 m length) (ASES/Apollo/Honeywell or equivalent make)	145	no.	3000.00	435000.00
34	Providing & fixing Signage on acrylic board	200	lot	1250.00	250000.00
35	Providing and placing on terrace (at all floor levels) polyethylene water storage tank, ISI : 12701 marked, with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank.	60000.00	ltr	7.50	450000.00
				Amount(Rs.) (Excl.GST)	7230670.00
				Amount(Rs.) (Incl.GST)	8532190.60