



## Central Coalfields Limited

(A Subsidiary of Coal India Limited)  
Office of the Project Engineer  
(Excv.) Jarangdih Colliery.  
P.O. Jarangdih, Dist. -Bokaro,  
Jharkhand, PIN – 829113  
e-mail:loharlokes96@gmail.com  
office website: www.centralcoalfields.in  
CIN No.- U10200JH1956GOI000581  
Excavation Dept., Kathara Area.

E-mail – loharlokes96@gmail.com  
Website – www.coalindiatenders.nic.in

Phone **8949954311**

### **E-TENDER NOTICE FOR PURCHASE REPAIR WORKS CONTRACT FOR EXCAVATION DEPARTMENT**

**(Applicable for Estimated Value put to tender below Rs.50.00 Lakhs)**

**NIT No. JRD/PE/Excv/E-TENDER/25-26/62**

**Dated 13.05.2025**

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

Description of work	Location	Estimated Cost of Work (Including GST 18% ) (In Rs.)	Earnest Money (In Rs.) (1.25% of estimated cost rounded up to next Rs.100).	Period of Completion (in Days) after handing over the machine or issue of Work Order)
Repairing and denting of exhaust silencer of different model HEMMs Dumper Sl. No.60385, 60388, 60386, 60392, Tanker WS28II-28290, Dozer BD-155-13592 of Jarangdih Colliery.	Jarangdih Opencast Project	203196.00	2600.00	10 days

**Note: - For tenders whose estimated value is up to Rs.2 lakhs, due compliance is to be observed as per letter issued by DT (P&P), CCL vide no. DTPP/CCL/2023/232, dt. 26.07.2023.**

**Note: For Site visit of location of work, the prospective bidder(s) may contact: .....**

#### Scope of Work/Technical Specifications etc.

1. Repairing & denting of cracked exhaust silencer body heating, denting, welding on outer periphery part of exhaust silencer.
2. Welding of extra circular shape plate on exhaust silencer at leakage point.
3. Fixing of exhaust blanket 2 piece per HEMM on exhaust silencer body.

**Note:-Work will be carried out at site in machine (in-situ condition).**

Tender inviting authority	Contact Person(s)/Tender Dealing Officer(s)
Project Engineer (EXCV.), Jarangdih Colliery / Kathara Area	Sri Lokesh Lohar, Asst Manager (Excv.) Jarangdih Colliery / Kathara Area
e- Procurement Help desk- 0120-4001 002, 0120-4200 462, 0120-4001 005, 0120-6277 787	

## 2. Time Schedule of Tender:

Sl. No.	Particulars	Date	Time
a.	Tender e-Publication date	13.05.2025	18.00 Hrs
b.	Document download start date	14.05.2025	10.00 Hrs
c.	Document download end date	23.05.2025	18.00 Hrs
d.	Start date for seeking Clarification on-line	14.05.2025	10.00 Hrs
e.	Last date for seeking Clarification on-line	23.05.2025	18.00 Hrs
f.	Bid Submission start date	14.05.2025	10.00 Hrs
g.	Bid submission end date (Original)	23.05.2025	18.00 Hrs
h.	Bid opening date	24.05.2025	11.00 Hrs

**Note:** The auto extension of submission of bid shall be applicable as per details mentioned in clause No.14 of NIT.

## 3. Earnest Money Deposit (EMD):

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

In Online mode the bidder can make payment of EMD either through **NET-BANKING** from designated Bank(s) or through **NEFT/RTGS** from any scheduled Bank(s).

**NET-BANKING:** In case of payment through net-banking the money will be immediately transferred to CIL/ Subsidiary's designated Account.

**NEFT/RTGS:** In case of payment through NEFT/RTGS from any scheduled bank(s), the bidder will have to make payment as per the Challan(s) generated by system on e-Procurement portal. The payment of EMD through NEFT/RTGS mode should be made well ahead of time to ensure that the EMD amount is transferred to CIL/ Subsidiary account before submission of bid.

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

In online payment of EMD, if the payment is made by the bidder within the last date and time of bid submission but not received by CIL/ Subsidiary within the specified period due to any reason(s) whatsoever then the bid will not be accepted. However, the EMD will be refunded back to the bidder.

Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) will be exempt from the payment of earnest money (applicable only for Services tenders). In case of exemption of EMD, the scanned copy of document (attested by notary public) in support of exemption will have to be uploaded by the bidder during bid submission. However, this option is to be enabled only in those cases where the exemption of EMD to some bidders is allowed as per NIT.

If the L-1 bidder/Subsequent L-1 bidder defaults in satisfying Techno-commercial criteria, full **EMD will be forfeited.**

## 4. Pre-bid Meeting:

The pre-bid meeting if applicable shall be held in the office of Tender Inviting Authority, on the scheduled date & time, if specified in the NIT. The purpose of the pre-bid meeting is to clarify the issues and to answer the questions on any matter that may be raised at that stage. Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidder and it shall be presumed that the bidder does not require any clarification. The management shall circulate proceedings of the pre-bid meeting, if held.

5. **Clarification of Bid:**

The bidder may seek clarification on-line within the specified period. However, the management will clarify as far as possible to the relevant queries.

6. **User Portal Agreement:**

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

7. **Eligible Bidders:**

The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm, company, having eligibility to participate as per eligibility criteria stipulated in clause No.8 of NIT and having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. **Joint Venture is not allowed to participate in the tender.**

8. **Eligibility Criteria:**

A. **Work Experience:**

The Intending bidder must have in its name or proportionate share as a member of Joint Venture/Partnership firm experience of having successfully **completed similar** works, as a prime contractor, during last 7(seven) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) should be any of the following: -

Three similar **completed works** each costing not less than the amount equal to 40% of the estimated cost put to tender.

Or

Two similar **completed works** each costing not less than the amount equal to 50% of the estimated cost put to tender.

Or

One similar **completed work** costing not less than the amount equal to 80% of the estimated cost put to tender.

A list of Critical Technical Work related to Mechanical and Electrical jobs of Excv. Deptt. Has been circulated earlier vide no. Ex/NIT/23/404, dt. 29.04.23 which may be referred to and their pre-qualification criteria/similar nature of work may be vetted by concerned Technical Head of respective Areas.

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/ Erection & commissioning/Installation as well as maintenance after construction/ Erection & Commissioning/ Installation, the experience of such work may be considered as "acceptable" if the construction/Erection & Commissioning/Installation 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 7(seven) years period.

The date of completion of work should be during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.

Cost of previous completed works shall be given a simple weightage of 7% 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. 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.

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In case the Bidder is not a prime contractor, but a sub-contractor, the Bidder's experience as sub-contractor will be taken into account, against suitable document that the contract in support of qualification is a sub-contract in compliance with the provision of such sub-contracts in the original contract awarded to prime contractor. The document may be issued by owner/Govt. department on behalf of the owner.

**Joint Venture shall be allowed for participation in the bid with estimated cost above Rs. 2.0 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 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 80% of the estimated cost put to tender:—~~

~~Any of the JV partner shall have the experience of having completed successfully a single work of similar nature equal to 80% 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 50% 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 50% of the estimated cost put to tender.~~

~~Or~~

~~c) In case of completion of three works of similar nature, each costing not less than the amount equal 40% 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 40% 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 40% of the estimated cost put to tender.~~

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

***~~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.~~***

**The definition of similar work shall be as follows:**

**"Firm should have experience of ----- work related to HEMM."**

Data to be furnished by the Bidders:

- 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.~~

Note: Confirmation in the form of Yes/No regarding submission of similar work experience as defined in the NIT.

**Technical evaluation by the System:**

- i. The system shall calculate the period of 7 years backwards starting from the last day of month previous to the e- Publication date of NIT.
- ii. The system shall check the End date of each experience (The system shall not allow more than 3 entries for experience) and accept it as a qualifying experience if the end date of experience falls within the 7 years computed by the system.
- iii. The system shall calculate the value of each qualifying experience by multiplying the value with the % share of experience and adding 7% for each completed year (total No. of days/365) after the end date of experience of work till the last date of month previous to one in which the NIT has been published on e-Procurement portal.
- iv. The system shall check the experience with highest value whether it exceeds 80% of ECV. In case it does not, it shall check the top 2 experiences whether each of them is greater than 50% of ECV. In case, it still does not, the system shall check all 3 qualifying experiences whether each of them exceeds 40% of ECV. The system shall regard the Bidder as 'Eligible' if it meets any of the aforementioned criteria or else it shall consider the Bidder as 'Ineligible'.
- v. The weightage of 7% every year will be on simple rate and will not be compounded on yearly basis for the purpose of calculating the value of each qualifying experience.
- vi. The work experience of the Bidder for those works only shall be considered for evaluation purposes, which are completed before the last date of month previous to one in which NIT has been published on e-Procurement portal. Hence, the works which are incomplete/ ongoing, as on the last date of month previous to one in which NIT has been published on e-Procurement portal, shall not be considered against eligibility.
- vii. In case the work is started prior to the eligibility period of 7 years (counted backwards starting from the last day of month previous to the e-Publication date of NIT) and completed within the said eligibility period of 7 years, then the full value of work shall be considered against eligibility.
- viii. In case the experience has been earned by the Bidder as an individual or proprietor of a proprietorship firm, then 100% value of the experience will be considered against eligibility. But if the experience has been earned by the Bidder as a partner in a Joint Venture/ Partnership firm then the proportionate value of experience in proportion to the actual share of Bidder in that Joint Venture/ Partnership firm will be considered against eligibility.

**Note – Till the time of changes in the e-procurement portal regarding weightage from 5% to 7% is configured in the portal, the 5% weightage shall be considered for work experience for floating of tender.**

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

For work experience, Bidders are 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. In case of Sub-contractor, suitable document as per provision of eligibility, if applicable.

~~Work order, BOQ, TDS etc. may be sought during clarification or along with deficient documents, if felt necessary by the Tender Committee.~~

**B. Permanent Account Number (PAN) :** The Bidder should possess a valid permanent account number issued by Income Tax Department.

Data to be furnished by Bidder on-line:

Confirmation in the form of YES/NO regarding possessing of PAN

Technical evaluation by the System:

The system will evaluate “Yes” as eligible and “No” as not eligible.

**Scanned copy of documents to be uploaded by Bidders (BIDDER SPACE/ MY DOCUMENT) :**

PAN CARD of the Bidder

**Note :** In case of JV, PAN card for each Indian partner of JV and Verifiable Tax Residency Certificate of respective country for each foreign partner or JV itself. ~~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.~~

**C. Goods and Services Tax (Not Applicable for Exempted Services)**

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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 bidder is required to furnish the following information online:**

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

**Note:**

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

~~ii). 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.~~

**Scanned copy of documents to be uploaded by Bidders in Bidder space/ My Document**

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

I. Status: GST registered Bidder under regular scheme

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

II. Status: GST registered Bidder under composition scheme

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

III. Status: GST unregistered Bidder:

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

~~[In case of JV, a Certificate with UDIN 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]~~

**Note:**

- ~~1. In case the work/service is awarded to a Joint Venture participating in the tender they have to submit PAN, GST registration (as applicable in the tender and for the Bidder status) etc. in the name of the Joint Venture after Award of Work/Service at the time of execution of Agreement/ before the payment of first running on account bill.~~
2. If turnover of Bidder exceeds exemption limit, the Bidder must have GST registration as per GST Act and rules.

**d. Purchase Preference under "Make in India" Policy for "Local supplier". (NOT APPLICABLE WHERE ESTIMATED COST PUT TO TENDER IS LESS THAN 5 LAKHS.)**

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.

Purchase Preference as per above mentioned Order are as follows: -

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

- C. "Non-Local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20% as defined under said order
- D. "Local Content" means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- E. "Margin of Purchase Preference" means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference is 20%.

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

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

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

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

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

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

- i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract will be awarded to L-1.
- ii) If L-1 is not from a Class-I local supplier, the lowest Bidder among the Class-I local suppliers, will be invited to match the L-1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L-1 price.
- iii) In case such lowest eligible Class-I local supplier fails to match the L-1 price, the Class I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L-1 price, then the contract may be awarded to the L-1 Bidder.

IV. Applicability in tenders where contract is to be awarded to multiple bidders - (Delete if not necessary)

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

- a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b) In other cases, 'Class II local suppliers' and 'Non-local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of the Order.
- c) If 'Class I Local suppliers' qualify for award of contract for at least 50 (fifty) percent of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award



of contract for at least 50 (fifty) percent of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers' / 'Non local suppliers' provided that their quoted rate falls within margin of purchase preference of the L1 bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50 (fifty) percent of the tendered quantity.

- d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within margin of purchase preference, and so on.
- e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paragraphs above.

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

V. Verification of local content:

- a) If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items. They shall also give details of the location(s) at which the local value addition is made, if applicable.
- ~~b) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide a certificate with UDIN from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.~~
- c) Decisions on complaints relating to implementation of this Order, 2020 (amended from time to time) shall be taken by TAA limited to the CMD of CIL/Subsidiaries to the procuring entity.
- d) CIL/Subsidiary may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- e) False declarations will be debarring of the bidder or its successors for a period up to two years as per Guidelines on debarment of firms from bidding along with such other action as may be permissible under law.
- f) A supplier who has been debarred by any procuring entity for violation of the Order shall not be eligible for preference under the Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed below.
- g) The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
  - i. The fact and duration of debarment for violation of the Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
  - 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.

## VI Reciprocity Clause

1. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GEM for appropriate reciprocal action.
2. Entities of countries which have been identified by the nodal ministry/departments not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India (including CIL and its Subsidiaries) for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
3. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

## VII. Manufacture under license/ technology collaboration agreements with phased indigenization

- a) 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.
- b) 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. CIL/Subsidiary 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. CIL/ Subsidiary 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.

**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.**

- 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 with UDIN from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content.

**E. 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. Documents confirming the legal status of the Bidder as specified in the checklist given in the NIT.

~~However, in case of JV, the participating share of JV members shall be as below:~~

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

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

iv. 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) & (iv) 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

**9. Submission of Bid:**

a. (i). In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL (<https://coalindiatenders.nic.in>) with valid Digital Signature Certificate (DSC) 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.

(ii). **The Bidder will submit their bid online. No off-line bid shall be accepted.** The Bidders will have to accept unconditionally in GTE (General Technical Evaluation) the Undertaking 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 and compliance w.r.t procurement from Bidder of a country which shares a land border with India etc. and Letter of Bid. All such undertakings requiring unconditional acceptance and where no input from Bidder is required in the undertaking shall be included in the GTE Template and shall be accepted by the Bidder during Bid submission.

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

The information will be provided by the Bidder by filling up relevant data through a form in an objective and structured manner. The software will use the information provided by the Bidders to evaluate the technical bid automatically.

For online submission of tender the Bidders will have to upload the following-

1. For One/Single Part System- All the confirmatory documents as prescribed in the NIT and TPS (if applicable) in

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Cover-I and Price bid in Cover-I/ Cover-II as specified (Both are to be decrypted simultaneously).

2. For Two Part System- All the confirmatory documents as prescribed in the NIT and TPS (if applicable) in Cover-I and "Price-bid" in Cover-II (Both are to be decrypted separately).

**b.i. Confirmatory Documents (Cover document): 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 or through "My Document" link in Bidder space by the Bidder while submitting his/her bid.**

S.No.	Eligibility Criteria	Scanned copy of documents, to be uploaded by Bidders in support of information/ declaration furnished online by the Bidder against Eligibility Criteria as Confirmatory Document
1	2	3
1	The Work Experience  (Ref. Clause No.8(A) of NIT)	For work experience Bidders required to submit Satisfactory Work Completion Certificate issued by the employer/ Certified passed copy of final bill against the Experience of similar work containing all the information as sought on-line. In case of Sub-contractor suitable document as per provision of eligibility, if applicable.  Work order, BOQ, TDS etc. may be sought during clarification or along with deficient documents, if felt necessary by the Tender Committee.  <del>In case of JV, the bidder required to submit documents as per details mentioned in clause No. 8.A. 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.</del>
2	Valid Digital Signature Certificate	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.
3	VALID ELECTRICAL LICENSE  (For Electrical works only)	Valid Electrical Contractor's License issued by Electrical Licensing Board/Authority of any Indian State/UT, in accordance with IE Rule-45.  <del>(In case the Bidder is a Joint Venture, atleast one partner of JV should possess the valid Electrical Contractor's License issued by Electrical Licensing Board/Authority of any Indian state, in accordance with IE Rule-45.)</del>
4	Workshop & Testing Facilities etc., (if asked in case of repair at bidder's work premises)	Self-certified copy of List of Plant & Machinery etc. installed in bidder's workshop/factory duly originally authenticated by their bankers/Chartered Accountant or issued by any government agency

5	Undertaking as per Annexure-XIII	<p>An Undertaking on their letter head regarding relatives as employees of company, arbitration clause (in case of partnership firm/JV), local supplier status of the Bidder etc. as per the format given in the bid document at Annexure-XIII.</p> <p>In case of partnership firm, undertaking as per <b>Annexure-XIII</b>, is required to be signed by all the Partners of the Partnership Firm.</p> <p><del>In case of JV, undertakings to be uploaded in the Letter Head of JV.</del></p>
<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>		

**ii. Confirmatory Document (From Bidder space/My document, not to be recycled – No clarification shall be sought from the bidder for the following documents as per clause no. 13.b. of the NIT).**

Other than the above Confirmatory documents, the Bidder has to upload the following documents in Bidder's space/ My Document / accept unconditionally in GTE (General Technical Evaluation) and no recycling will be done for these documents: -

S.No.	Document	Information to be furnished by Bidder on line in GTE	Scanned documents to be uploaded by Bidder in Bidder's space/ My Document
1.	<p>Goods and Services Tax (Not Applicable for Exempted Services)</p> <p>(Ref. Clause No.8(B) of NIT and BOQ)</p>	<p>1. Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT with respect to GST status of the Bidder</p> <p>2. Status of the Bidder in the BoQ excel sheet being uploaded by the Bidder during bid submission.</p>	<p>The following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ sheet:</p> <p>a) Status: GST registered Bidder under regular scheme:</p> <p>Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.</p> <p>b) Status: GST Registered Bidder under composition scheme.</p> <p>Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.</p> <p>c) Status: GST unregistered Bidder:</p> <p>Document: A Certificate <b>with UDIN</b> from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the Bidder is GST unregistered Bidder/dealer in compliance with the relevant GST rules of India.</p>

			<p><del>[In case of JV a Certificate with UDIN 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].</del></p> <p>Note:</p> <p>1. If turnover of Bidder exceeds exemption/threshold limit, the Bidder must have GST registration as per GST Act and rules.</p> <p><b><i>2. 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.</i></b></p>
2.	Legal Status of the bidder	Confirmation in the form of Yes/NO for possessing the supporting documents	<p>Any one of the following document:</p> <p>1. Affidavit or any other document to prove proprietorship/Individual status of the Bidder.</p> <p>2.Partnership deed containing name of partners Memorandum &amp; Article of Association with certificate of incorporation containing name of Bidder</p> <p>4. i) <del>Joint Venture agreement as per the format given in the bid document.</del></p> <p>ii) <b>Power of Attorney to the Lead Partner</b></p> <p>iii) The document(s) regarding legal status of all the individual partners of JV as mentioned in Sl. No. 1 or 2 or 3 above, as applicable and</p> <p>3. <del>Authorisation to all the signatories of JV agreement by the respective partners of JV either in the form of Power of Attorney or any sort of legally acceptable document as applicable.</del></p>

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3.	Valid Permanent Account Number (PAN)  (Ref. Clause No.8(A) of NIT)	Confirmation in the form of Yes/NO for possessing the supporting documents	PAN card issued by Income Tax department, Govt. of India  (In case of JV, PAN card for each Indian partner of JV and Verifiable Tax Residency Certificate of respective country for each foreign partner or JV itself)  <b><i>If a Bidder participates as a Joint Venture (JV), the benefits as per Public Procurement Policy for MSEs Order-2012 shall not be applicable for them.</i></b>
4.	Letter of Bid and Undertaking regarding genuineness of the information furnished online and authenticity of the documents uploaded online in support of his eligibility as per the format given in Annexure-I and Annexure-II of Tender Document.	Confirmation in the form of Yes/No for unconditional acceptance in GTE	NIL
5	<del>Integrity Pact in the prescribed format Annexure X, if applicable.</del>	<del>Confirmation in the form of Yes/No for unconditional acceptance in GTE</del>	NIL
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.			

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

f. **Price bid:** The Price bid containing the Bill of Quantity will be in Excel format (password protected) 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-I. The Price-bid (excluding GST) will be in Item Rate or Percentage Rate or Mixed Rate[combination of Item Rate and Percentage 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)] to be paid by the bidder **or** by CIL/ Subsidiary taken 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”.

Then share of GST to be deposited by CIL/ Subsidiary, 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)] to be paid by the Bidder **or** by CIL/ Subsidiary taken 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. 8.B of NIT.**

#### **10. Bid Submission:**

All bids are to be submitted on-line on the website <https://coalindiatenders.nic.in>. No bid shall be accepted off- line unless otherwise specified.

#### **11. System Requirement:**

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

#### **12. Opening of Bid:**

Tender will be decrypted and opened online by the “Bid Openers” with their Digital Signature Certificates on/after the prescheduled date & time of Tender Opening.

#### **13. Tender Evaluation:**

- a. After opening of bid, the documents submitted by L-1 Bidder in cover-1 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 L-1 Bidder online. If it confirms to all of the information/ declarations furnished by the Bidder online and does not change the eligibility status of the Bidder then the Bidder will be considered eligible for award of Contract.
- b. **After opening of bid, if L1 bidder fails to comply the eligibility requirements as per Tender Documents, EMD shall be forfeited and tender shall be re-tendered.**



- c. The tender will be evaluated on the basis of documents uploaded by L-1 Bidder online. The L-1 Bidder is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
- d. In case the L-1 Bidder submits requisite documents online as per NIT, then the Bidder will be considered eligible for award of Contract.
- e. In case the L1 Bidder is technically eligible but rejection is due to high rate quoted by him/her then the tender shall be cancelled and retendered.
- f. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.
- g. 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 CIL/ Subsidiary.**

~~Note: In case If the defaulter L1 bidder is a Joint Venture (JV) firm, penal action against the JV will also be applicable to all the partners of JV.~~

- h. 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 local suppliers in the following manner: -

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

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

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

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

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

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

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

Note: The confirmation from the Bidder regarding matching of L1 price may be taken in confirmatory document link of e-Procurement portal by recycling „Any other document“ link.

Verification of local content:

I. If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items.

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

III. CIL/ Subsidiary may constitute committees with internal and external experts for independent verification of auditor's / accountant's certificates on random basis and in the case of complaints.

IV. False declarations will attract banning of business of the Bidder for a period up to **two year** as per the Guidelines for Banning of Business.

V. A local supplier who has been debarred by any procuring entity for violation of above order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

#### 14. Auto Extension of Critical Date

If number of bids received online is found to be less than 03 (three) on end date of bid submission then the following critical dates of the Tender will be automatically extended for a period of 04 (four) days ending at 17.00 hrs:

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

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

This extension will be also applicable in case of receipt of zero bid.

#### **Notes:**

1. The validity period of tender should be decided based on the final end date of submission of bids.
2. The auto extension shall work on the basis of number of bids received only. It may so happen that any of these bids may be eventually rejected during Tender Opening, Technical evaluation or further process of evaluation resulting the total number of valid bids becoming less than 03(three).
3. After extension, the tender shall be opened irrespective of available number of bids on the extended date of opening of tender.
4. For Two Part System, the date of opening of Bid of Part-I and Part-II shall be mentioned in the NIT. However, in case opening of Part-II is not possible on pre-defined date as mentioned in the NIT then approval of TAA shall be taken.  
(When TAA is CMD then with the approval of concerned Director and in case the TAA is above CMD (i.e. FDs/Empowered Committee/Board) then with the approval of CMD. In case TAA is below CMD, then approval of respective TAA is required.)

#### 15. One Bid per Bidder:

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.

#### **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.

The bidder shall submit an undertaking under point No. 15.2(d) & 15.2 (e) above.

#### 16. **Bid Validity:**

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

In exceptional circumstances, the Employer may request the bidders to extend the period of validity for a specified additional period. The employer's request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid.

The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to take action as per clause No.17 (Modification and Withdrawal of Bid) of NIT.

#### 17. **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:

1. the EMD will be forfeited and
2. the Bidder will be debarred for minimum one year from participating in tenders in CIL/Subsidiary.

The Price-bids of all eligible Bidders including this Bidder will be opened and action will follow as under:

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

#### **Note:**

- i). In case of above, a letter will be issued to the Bidder by Tender Inviting Authority with the approval of Tender Accepting Authority (When TAA is Board then with the approval of CMD, in case TAA is CMD then with the approval of concerned Director and in case the TAA is above CMD (i.e. FDs/Empowered Committee/Board) then with the approval of CMD. In case TAA is below CMD, then approval of respective TAA is required), stating that the EMD of Bidder is forfeited, and this Bidder is debarred for one year or minimum one year, as the case may be; from participating in tenders in CIL/Subsidiary. This letter will be circulated to all Areas and CIL/Subsidiary HQ and the updated list will be maintained by all Tender Inviting Authority/Evaluators.
- ii) Penal action against clause (a) & (b) above will be enforced from the date of issue of such order. The standard operating procedure to handle withdrawal of bid after end date of submission shall be as Clause no 14 of Chapter I.

#### 18. **Standard Operating Procedure for Withdrawal of Bid:**

##### **I. The Mode of withdrawal: -**

##### **A. Online Withdrawal of Bids:**

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

**B. Offline Withdrawal of Bids :**

- a. A partner of bidder (in case of 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 relation- ship, the partners whose DSC is not registered on the portal do not have the option of online with- drawal 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.

**II. Acceptance of withdrawal by Tender Committee:**

- A. Every case of withdrawal under Clause I-(A) (b) and Clause I-(B) shall be put up to Tender Committee for de- liberation and further course of action.
- B. The Tender Committee shall apply its due diligence to decide:
  - a. Whether the request for withdrawal of offer has been received from right source and authentic. For this purpose a letter is to be sent by registered post/speed post to the bidder on the address as given by him in the enrollment page of e-Procurement portal, allowing 10 days" time to confirm the with- drawal. If the bidder does not confirm the withdrawal within the stipulated period then it should be construed that there is no withdrawal of bid. In case the withdrawal/disassociation from the firm (Part- nership firm) has been submitted by any other partner then also the confirmation has to be sought from the bidder and if bidder wants to deny the withdrawal/disassociation from the partnership firm then the bidder shall be required to furnish a legally acceptable document signed by all the partners of the firm to substantiate his claim.
  - b. Whether the withdrawal is due to the reason other than to support any mala fide intention of any par- ticipating bidder such as participating or supporting a cartel formation etc.
  - c. If the mala fide intentions in the withdrawal are apprehended then the tender should be cancelled apart from other penal action as per e-Procurement Manual for works and services of CIL and other guidelines/manuals of CIL.
  - d. If no mala fide intentions in the withdrawal are apprehended then the penal action in line with the prescriptions of the e-Procurement Manual for works and services of CIL will be applicable.
  - e. The Tender Committee may also obtain the opinion of legal department in order to ascertain the legal course of action in case of Clause II-(B)(b) and II-(B)(c) above.

**19. Refund of EMD:**

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

**20. Site Visit:**

The bidder, at the Bidder's own responsibilities, cost and risk, is encouraged to visit and examine the Site of Works 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 cost of visiting the Site shall be at the Bidder's own expense.

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/she/they actually visits the Site /Area or not and has taken all the factors into account while quoting his/her/their rates.

The Bidder is expected, before quoting his rate, to go through the requirement of materials/workmanship,

specification, requirements and conditions of contract.

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.

## **21. Taxes and Duties:**

All duties, taxes [excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable) only] and other levies, royalty, building and construction workers cess (as applicable in States) payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST, if any, 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 Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made there under and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of the service provider/contractor.

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 CIL/Subsidiary as per rule.

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

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

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

In case of collection of minor minerals in area (both virgin and non-virgin), acquired by the Company under the Coal Act, the contractor will have to produce a royalty clearance certificate from the District Authorities before full and final payment.

Further, where any damages or compensation becomes payable by either the Company or the bidder / contractor pursuant to any provision of this Agreement, appropriate GST wherever applicable as per the GST provisions in force shall also apply in addition to such damages or compensation.

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.

**22. 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.

**23. Technical Specifications:**

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

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

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

**25** To & fro transportation of the materials/manpower/spares, if required, will be borne by the firm at their own cost if not specified in the BOQ/Price Bid.

**26.** Support/ Infrastructure to be provided by company: MS sheet will be provided departmentally as per requirement.

**27. Guarantee/Warranty: 1500 Working hrs or 06 months** of operation from the date of receipt & acceptance of repaired item/completed job, whichever is earlier, against use of poor material and faulty workmanship. In case of premature failure of the job due to poor quality or workmanship, the same should be rectified on free of cost basis. In case the contractor fails to do the same, amount on pro rata basis for remaining period of guaranteed period will be deducted from his running/final/security deposit bills. In case of any failure on account of repairer, to be decided by joint inspection, within guarantee/warranty period, the subject item/job will be redelivered after repair within half of the original delivery period from the date of joint inspection at the risk and cost of the repairer. However, this will be jointly inspected within 10 days or as the case maybe, after receipt of intimation by e-mail/fax/post etc, whichever is earlier, to the repairer. If the repairer does not turn up for the joint inspection within specified period then it will be presumed that the repairer has accepted the warranty failure in his account. In case of repair under Guarantee/Warranty clause, if the repairer fails to deliver the item within the stipulated period i.e. half of the original delivery period of failure during guarantee/warranty, then LD will be deducted as stated in LD clause.

Note: Above clause may vary from case to case, depending upon the requirements of the job.

**28. Additional Performance Security (APS)/ Abnormally Low Bids:** Additional Performance Security shall be applicable if the bid price (excluding GST) is below 15% of the estimated price (excluding GST), finalized by the owner. The amount of such additional performance security shall be the difference between 85% of the owner's estimated price (excluding GST) and quoted price (excluding GST).

APS shall be released on successful completion of the tendered work and shall bear no interest. APS is to be deposited in the form DD/BC/Bank Guarantee (valid up to three months beyond the completion period of the work and acceptable only in case of the total SD amount is Rs. 5 Lakh or above)/ Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favor of the owner.

Additional Performance Security shall be furnished by bidder along with normal performance security (within 21 days after the issuance of LOI/Work Order). Failure to submit such additional performance security may result into termination of the contract.

If bidder fails to deposit APS amount within given time frame, Central Coalfields Ltd. shall, without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money and also banning shall be done for a minimum period of one year at Subsidiary level. Penal action against clause above will be enforced from the date of issue of such order.

**29. Period of Contract/ Period of Completion:** The period of contract is 365 days/ Any suitable number of days from the date of commencement of Work Order/LOI/LOA. The repair work has to be completed in all respect within the stipulated period as mentioned in the NIT i.e. within **days** from the date of handing over the job within contract period. The date of commencement of work shall be reckoned from 7<sup>th</sup> day from receipt of LOA/Work Order or from 3<sup>rd</sup> day from the receipt of communication of handing over of job, whichever is later. Date of receipt of LOA/Work Order/Communication of Job Handover etc will be taken as date of receipt of same at bidder's end by e-mail/fax/post etc, whichever is earlier.

However, if required, management reserves the right to extend the period of work.

**30. Handing Over of Site:**

On completion of the work all rubbish, debris, scraps etc. shall be removed by the contractor(s) at his/their own expenses and the site cleaned and handed over to the company, if applicable and he/they shall intimate officially of having completed the work as per contract.

**31. LD/ Penalty Clause:** As per **clause no 6** of **condition of contract**.

**32. Inspection:** The completed/repaired job will be inspected by the Engineer I/C or his representative at site in the presence of contractor. They have the right to reject the whole work or part thereof if it is found below standard.

**33. Payment Terms** - Payments of bills will be done within one month of presentation of bill duly passed and accepted by Engineer In-Charge after deducting security deposit as per clause no. 34.

**34. Security Deposit & Process for Refund of Security Deposit:**

(i) The total security deposit shall be 8% of the total contract value. Security Deposit shall consist of two parts:-

a. Performance Security to be submitted at award of work: - (3% of the total contract value), which is to be deposited within 21 days after award of the work, in the form DD/BC/Bank Guarantee (valid up to three months beyond the warranty period, and acceptable only in case of the BG amount is Rs. 5 Lakh or above)/Govt. Securities/ FDR or any other form of deposit stipulated by the owner and duly pledged in favor of the owner/Central Coalfields Ltd.

b. Retention Money to be recovered from running bills (5% of the total contract value): Earnest money deposit of successful tenderer shall be retained as initial security deposit. The balance amount of security deposit shall be recovered from the running bills @ 5% till recovery of full security deposit.

c. The Security Deposit shall bear no interest.

d. The security deposit shall be released/ refunded to the contractor after six months or any other period, specified as warranty/guarantee period, in the tender document hereinafter from the date of successful completion of the contract.

e. The company shall be at liberty to deduct/appropriate from the security deposit or any other amount due for payment to the contractor 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 security deposit shall have to be restored by further deduction from the contractor's subsequent on-account running bills, if any.

f. The refund of security deposit shall be subject to company's right to deduct/ appropriate its dues against the contractor under this contract/work or any other contract/work.

(NB-In case of Maintenance contract/ Cleaning, Washing, sweeping, material handling work, where question of defect liability/ warranty period does not arise, that ends with successful completion of work, the performance security/ security deposit may be released simultaneously after completion of work and taking over by department).

35 All materials to be provided by the firm or issued by the company to the firm should be routed through Regional Stores of the respective Area and recorded in books. Only after inspection & acceptance of supplied material, it will be used for work with proper entry in register at concerned section (if applicable). However, this clause may be exempted in special cases with the approval of TIA.

36. The contractor will be wholly responsible for the safe storage/custody of the materials received from the company. Any loss/damage to such store materials will be on contractor's account.

**37. Submission of Bill:**

- a) GST Registration Number of CCL for Projects located in Jharkhand is 20AAACC7476R HZT. Invoice issued by service provider should bear this number to enable CCL to claim INPUT TAX CREDIT.
- b) Service Provider will raise invoice which should strictly adhere as per the provision of section 31 of CGST Act, 2017 along with Rule 46 & 47 of CGST Rules, 2017.
- c) When there is any delay of payment against the invoice due to fault of service provider and if any reversal of



input tax arises, the same will be recovered from service provider along with interest as paid by NCL due to reversal.

- d) Service provider will indicate the rate as well as amount of CGST, SGST or IGST in invoice.
- e) Service provider should also give an undertaking on invoice or as separate Annexure along with invoice that Invoice/applicable GST Returns has been/will be uploaded in GST Portal within due time as prescribed in CGST Act and has been deposited CGST, SGST or IGST as per the provision of GST Act and rules thereon.
- f) Service provider will file all the returns and details as applicable under GST Laws & Rules within due dates.
- g) Amount of statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2A of CCL in the common portal of GST and after submission of documentary evidence deposition of GST Taxes and filing of GST Returns.
- h) In case the GST rating of vendor on the GST Portal/Govt. Official website is negative/black listed at any stage even after award of work, CCL has right to reject the letter of award. CCL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by CCL.
- i) Service provider will issue credit note as per the provision of Rule 53 of CGST Rule, 2017 on quality deduction or liquidity damage, if any arises.
- j) If service provider default in uploading the invoice/uploading the applicable GST returns/deposit of applicable GST Taxes, CCL reserve the right to upload such defaulter on website and may also consider for giving holiday/debarring from participating tenders.

38. The company does not bind to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reason whatsoever and to split up the work between two or more tenderers or accept the tender in part and not in its entirety without assigning any reason whatsoever. If required, extension of time without financial impact may be granted.

39. **Adjustment of the Dues:** If any sum found due from and payable to the company by the contractor in connection with any other contracts, the company shall have right and liberty to adjust the same out of the due under other contracts.

40. In case of onsite works, Attendance of manpower is to be recorded in the time office by the time keepers & is to be countersigned by concerned concern section I/c or his authorized representative. Firm has to submit list of their workmen along with copies of I-Card, Form "B/A", VTC training paper etc. as per mines rules/factory act in the time office and work related concern section office (as applicable).

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

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

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

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

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

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

The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer electronically online on the e-procurement portal of CIL/ Subsidiary prior to expiration of the Bid validity period. The L-1 bidder will get the information regarding award of work on their personalised dash-board on-line. On receipt of Letter of Acceptance (LOA)/Work Order of the tender issued by the Company, the successful tenderer shall execute contract agreement in the company's prescribed form for the due fulfilment of the contract. *The successful tenderer shall have to execute an agreement on a non-judicial stamp paper of appropriate value for contracts value more than Rs.10.00 lacs, within 30(thirty) days following the notification of the letter of Acceptance and/or Work Order issued by department. No agreement shall be executed for works valued up to Rs.10.00 lacs. Other details mentioned in "Instruction to bidder" and "Conditions of contract" document will also be the part of the agreement.* Failure to enter into the required contract within the specified period in the work order shall entail cancellation of LOA/work order and **forfeiture of the Earnest Money. In addition, the department may debar the bidder from participating in future bids for at least 12 months as per Guidelines of Banning of Business.**

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

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

**46. Public Enterprises preference:**

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

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

This Tender Notice shall be deemed to be part of the Contract Agreement. The "General Terms & Conditions", Additional Terms & Conditions, Special Terms & Conditions (if any), Technical Specifications, drawings (if any) and any other document uploaded on portal as NIT document forms an integral part of this NIT and shall also form a part of the contract agreement as per clause 2 of the „General Terms and Conditions“ of „Conditions of Contract“.

**48. Sub-letting of Work:**

No subletting of work as a whole by the contractor is permissible. Subletting of work is permissible with the prior approval of the department.

The Contract Agreement will specify major items of supply or services or works for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in-Charge/Designated Officer-in-charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge/Designated Officer-in-Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

**49. Prohibition of Child Labour engagement:**

The contractor/contractual Agencies must not engage any Child Labour during the course of execution of the contract work within the meaning and scope of the Child Labour Prohibition & Regulation Act-1986 and its relevant Act and Rules amended from time to time by the Govt. of India.

**50. Implementation of CMPF/EPF:**

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

**51. Splitting up of the work:**

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

**52. Settlement of Disputes:**

Matters relating to any dispute or difference arising out of this tender and subsequent contract Awarded based on this tender, shall be dealt as per Clause No. 16- title- „Settlement of Disputes“ of the „General Terms and Conditions“ of „Conditions of Contract“ of the tender document.

**(Tender Inviting Authority)**

## INSTRUCTIONS TO BIDDERS

**1. SCOPE OF BIDDER**

Central Coalfields Limited (referred to as Employer in these documents) invites bids for the works as mentioned in the Bid Notice. The Bidders should submit Bids for all the works mentioned in the Notice.

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**

The Invitation for Bid is open to all Bidders including an individual, proprietorship firm, partnership firm, company registered under Companies Act. The bidders shall be eligible to participate only if they fulfil the qualifying/eligibility criteria specified in e-Tender Notice and at Clause No.3. **The joint Venture is not allowed to participate in the tender.**

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.

The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of the letter of bid, all the Terms and Conditions of Notice Inviting Tender (NIT) and Instructions to Bidders (ITB), including General and Additional 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.

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

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.

The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in-Charge/Designated Officer in charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge / Designated Officer in Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

**3. QUALIFICATION OF THE BIDDER**

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

If the employer has not undertaken pre-qualification of potential bidders, all bidders shall fulfil the eligibility / qualifying criteria as detailed at Cl. No.8 & 9 of e-Tender Notice. Such details shall be submitted as deliberated at e-Tender Notice.

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.

**INSTRUCTIONS TO BIDDERS**

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

- a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.

**Notes:**

The documents to be furnished by the bidder to prove that he is satisfying the qualification criteria laid down should all be in the bidder's 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. 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.

**5. SITE VISIT**

The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit repair site and examine the repair job/machine 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.

It shall be deemed that the Bidder has visited the repair site/area and got fully acquainted with the working conditions, quantum of work 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.

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

**6. CONTENT OF BIDDING DOCUMENTS**

The set of bidding documents comprises the documents listed in the table below as issued online by the Employer and addendum/corrigendum issued in accordance with relevant provision.

- a. Notice Inviting Tender
- b. Instructions to Bidders;
- c. Conditions of Contract, General Terms and conditions, special terms and conditions, commercial terms and conditions, special notes and additional terms and conditions, safety norms etc.)
- d. Scope of work/Bill of Quantities;
- e. Forms of Securities and form of Article of Agreement.
- f. Pre contract Integrity Pact (if applicable)
- g. User portal Agreement
- h. Guidelines of Banning of Business
- i. Other document, if required.

**7. 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 day of e-Publication of NIT. The last date for seeking clarification will be as specified online. The department may 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.

## INSTRUCTIONS TO BIDDERS

**8. AMENDMENT OF BIDDING DOCUMENTS (BE DELETED FOR NORMAL WORKS, APPLICABLE FOR SPECIALISED WORK)**

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

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

To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with Sub-clause 11.2 below.

Bidders are requested to look into website for any addendum as specified in the NIT.

**9. LANGUAGE OF BID**

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

**10. BID PRICES**

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

The price bid containing the bill of quantity will be excel format and will be downloaded by the bidder and he will quote the rates for all items/heads/sub-heads on this excel file as detailed at clause No. 9(f) of e-Tender Notice.

All duties, taxes (excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable only) and other levies, royalty, building and construction workers cess (as applicable in States) payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST, if any, 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 Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to bidder/contractor (if GST payable by bidder/contractor) would be

**INSTRUCTIONS TO BIDDERS**

made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made there under and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of the service provider/contractor.

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 CIL/Subsidiary as per rule.

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

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

**11. BID SECURITY/EARNEST MONEY DEPOSIT**

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.

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

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

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/ Security Deposit.

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

**INSTRUCTIONS TO BIDDERS**

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

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

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.

If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason, then it will be paid through conventional system of e-payment. For this purpose, bidder should submit E-Mandate form in format provided by company.

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

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.

**12. DEADLINE FOR SUBMISSION OF BIDS**

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

The employer may extend the deadline for submission of bids 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.

**13. SIGNING AND SUBMISSION OF BID**

The Letter of bid will be accepted by the bidder in GTE while submitting bid online. Submission of bid shall be as detailed at Clause No.9 of e-Tender Notice.

**14. Tender Status:**

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

**15. EVALUATION AND COMPARISON OF BIDS.**

Evaluation and comparison of Bids will be done by System online. This online evaluation will be validated by CIL/ Subsidiary 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 and Service tax (GST), GST Compensation Cess etc. as applicable. L-1 will be decided based on Cost to the Company.

If the Bid of the successful Bidder is seriously unbalanced in relation to the Company's estimate



**INSTRUCTIONS TO BIDDERS**

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.

After evaluation of the price analysis, the company may require that the amount of the performance security/security deposit is increased at the expense of the successful bidder to a level sufficient to protect the company against financial loss in the event of default on the part of the successful bidder under the contract.

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

Additional performance security shall be applicable if the bid price is below 15% of the justified price, finalized by the owner. The amount of such additional performance security shall be the difference between 85% of the owner's justified price and quoted price.

Justified price shall be finalized by the owner on the basis of prevalent market rate of materials and labour analysed as per standard analysis of rate, and shall be binding on the bidder.

Such additional performance security shall be applicable for Item-rate and Percentage-rate Tenders.

Such additional performance security shall be furnished by bidder along with normal performance security as per Cl. No. 4 of GTC.

Additional performance security (APS) shall be furnished within 21 days of issuance of LOA by the successful bidder.

Failure to submit such additional performance security shall result into cancellation of the contract with forfeiture of earnest money.

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

**16. AWARD CRITERIA**

15.1 Subject to Clause No.13, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated acceptable Bid Price, provided that such Bidder has been determined to be:

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

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

16.1 Notwithstanding Clause No.15, 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.

**18. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT**

## INSTRUCTIONS TO BIDDERS

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

The offline communication of LOA shall not be mandatory.

The notification of award (LOA/Work Order) will constitute the formation of the Contract.

The works should be completed as per period specified in the NIT from the Date of Commencement as defined in Clause 6.0 of General Terms and Condition.

The Agreement will incorporate all agreements between the Employer and the successful Bidder, work programme etc. within 30 (thirty) days following the notification of award along with the letter of Acceptance and/or Work Order issued by department.

In case of failure to enter in to agreement within specified period or extended period on the written request of the bidder, if any, the department will take action as prescribed in Guidelines for Banning of Business along with **forfeiture of Earnest Money**. The bidder will also be banning from participating in re-tender.

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

In the bidding process, the cause of rejection of Bid of any bidder shall be intimated to non-qualified bidder after the award of the work to the successful one and **the Security/ Earnest Money shall be refunded to unsuccessful bidders** as per provision of e-Tender Notice.

The contractor shall enter into and execute contract agreement in the prescribed form on non-judicial stamp paper in accordance with the relevant law of the State/Union of India. The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties. One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the company. For additional copy, 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. Until the formal agreement is signed between the Owner and Contractor, LOA/Work Order together with Contract Document, shall constitute the Contract.

#### 19. PERFORMANCE SECURITY/SECURITY DEPOSIT

Security Deposit shall consist of two parts:

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

The security deposit shall bear no interest.

**For details refer Clause No.4 of Conditions of Contract (General Terms and Conditions)**

#### 20. Safety issues:

Contractor will be responsible for safety of their manpower deployed. They will

**INSTRUCTIONS TO BIDDERS**

provide all safety appliances and gadgets to their workers and ensure that their workers give top priority to safe working practices. Safety is not to be compromised under any circumstances as this is a statutory requirement. No work person shall be deployed by contractor without wearing safety appliances.

**21. Gate Pass for to and fro movement of vehicle, tools and tackles, all items to be used at Site:** Proper entry shall be made in the register on mine entry gate during entry and exit time. Competent authority of the projects will facilitate timely issue of gate passes for above purpose.

**22. Payment of Contractors Workers through Bank:** The contractor should facilitate opening of Bank account for his workers and to ensure payment through Bank only.

**23. VTC Training (if applicable):** VTC Training is a statutory requirement concerning the safety of contractor's labourers and for any work within Mines Area. Only VTC trained labour shall be deployed by the contractor. The contractor shall follow all law/ guidelines in this regard and arrange for VTC training in respect of his workers who are not VTC Trained.

**24. No work person shall be deployed in mines, unless until he has gone through IME/PME (as applicable).**

**25. No work person shall be deployed in mines, unless until he has been enrolled in form -B register and having valid VTC and attendance has been marked in Form-D register/form E-register.**

**26. EMPLOYMENT OF LABOUR**

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 or such other legislations or award of the minimum wage fixed by respective State Govt. or Central Govt. as may be in force.

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.

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.

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

The contractor's workmen shall be paid through Bank.

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.

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

**INSTRUCTIONS TO BIDDERS**

wages.

The bidder 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.

The bidder shall also follow other guidelines as incorporated at Clause 13 of GTC covered under additional responsibilities of the contractor.

NOTE: In case company decides/ circulates separate wages for underground works / for works within mine premises, the same may be allowed based on appropriate circular. Clause 13(xiv) of GTC shall stand amended to this extent before notification of bid.

**26. LEGAL JURISDICTION**

Matter relating to any dispute or difference arising out of this bid and subsequent contract awarded based on the bid shall be subject to the jurisdiction of local court only where the subject work is to be executed.

**27. e-PAYMENT**

Successful bidder will be required to submit a Mandate Form duly signed by bidder and the Bank Officials for e-Payment.

**28. MISCELLANEOUS**

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

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

## CONDITIONS OF CONTRACT

## GENERAL TERMS AND CONDITIONS

## 1. Definitions

i) The word "**Employer**" or "**Company**" or "**Owner**" wherever occurs in the conditions, means the Coal India Limited / **Subsidiary**, represented at Head Quarters of the Company by the General Manager (Excavation) or his authorized representatives or any other officer specially deputed for the purpose who will employ the contractor.

ii) The word "**Principal Employer**" wherever occurs, means the officer nominated by the Company to function on its behalf.

iii) The word "**Contractor/ Contractors**" 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 and any constitutional, or otherwise change of which shall have prior approval of the employer.

iv) "Site" means the land and places including location of Project/Plant/HEMM/sub assembly thereon, over, under, in or through which the Permanent works or Temporary works designed by the Engineer-in-Charge are to be executed and any other lands and places provided by the Employer for working space or any other purpose as may be specifically designated in the Contract as forming part of the site.

v) "Accepting Authority" shall mean the management of the company and includes an authorized representative of the company or any other person or body of persons empowered on its behalf by the company.

vi) "Engineer-in-charge" shall mean the officer nominated by the company in the Excavation cadre/ discipline who is competent to direct supervisors and authorised to be in charge of the works for the purpose of this contract. The Engineer-in-Charge /Designated Officer in Charge, who is of an appropriate seniority, will be responsible for supervising and administering the contract, certifying payments due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. The 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 their 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.

vii) The "Contract" shall mean the notice inviting tender, the tender as accepted by the Company, the work order issued to the contractor, if any, scope of work, terms & conditions/technical parameters/scope of work, if any, specifications, drawings ( as per requirement).

viii) A "Day" shall mean a day of 24 hours from midnight to midnight.

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ix) The "Work" shall mean the works required to be executed in accordance with the contract/work order.

x) "Schedule of Rates" Estimated and finally accepted.

xi) "Contract amount" shall mean:

In the case of contracts the total sum for which tender is accepted by the company.

xii) "Written notice" shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the contractors firm or to an office of the company for whom it is intended, or if delivered at or sent by registered mail/e-mail to the last business address known to him who gives the notice.

xiii) "The constructional plant" means all appliances, tools, plants or machinery of whatsoever nature required in or about the execution, completion or maintenance of the works but does not include materials or other things intended to form part of the permanent work.

xiv) "Letter of Acceptance of Tender" means letter giving intimation to the tenderer that his tender has been accepted in accordance with the provisions contained in that letter.

xv) "Department" means the Excavation Department of Coal India Limited or any of its subsidiary companies/units represented by the appropriate authority.

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

- a) Bureau of Indian Standards relevant to the works under the contract and their specifications.
- b) Indian Electricity Act and Rules and Regulations made there under.
- c) Indian Mines Act and Rules and Regulations made there under.
- d) Any other Act, rule and regulations applicable for employment of labour, safety provisions, payment of Provident fund and compensation, insurance etc.

## **2. Contract Documents and Miscellaneous Provisions:**

The following documents shall constitute the contract documents:

- i) Articles of Agreement.
- ii) Letter of Acceptance of Bid/ Work Order indicating deviation, if any, from the conditions of contract incorporated in the tender document issued to the bidder.
- iii) Notice Inviting Tender and Instructions to Bidders.
- iv) Conditions of Contract including General Terms & Conditions of contract, Additional Terms & Conditions, Special Terms & Conditions, and Commercial Terms & Conditions etc.- as applicable.
- v) Frozen terms & conditions / technical parameters and revised offer, if any.
- vi) Specifications/scope of Work, if any.
- vii) Schedule of quantities (or Bill of Quantities) along with accepted rate.
- viii) Contract drawings and work programme.
- ix) Safety Code etc. forming part of the tender,

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- x) Integrity Pact (If applicable).
- xi) Guidelines for Banning of Business.
- xii) Any other document if required.

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 additional copy, 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.

The local Court, where the subject work is to be executed shall have exclusive jurisdiction in all matter arising under this contract.

The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in-Charge / Designated Officer in charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge / Designated Officer in Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

**Acceptance of Offer:**

"Letter of Acceptance"- is an acceptance of offer by the company. It shall be communicated electronically through e-procurement portal of CIL to the successful bidder and shall make the binding Contract with the Company.

**3. Discrepancies in contract documents & Adjustments thereof**

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.

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.

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.

**4.00 Security Deposit:**



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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.

Performance Security should be **3%** of contract amount and should be submitted within 21 days of issuance of LOA by the successful bidder in any of the form given below:

- a Bank Guarantee in the form given in the bid document from any Scheduled bank. The BG issued by outstation bank shall be operative at its local branch at \_\_\_\_\_ or branch at \_\_\_\_\_. Bank Guarantee against Performance Security shall be applicable if the amount of Performance Security exceeds Rs. 5.0 lakhs.
- 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 Ltd on any Scheduled Bank payable at its Branch at \_\_\_\_\_.

The Earnest Money/ Bid Security deposited shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/ 1<sup>st</sup> part of security deposit. The bid security deposited may be adjusted against the Performance security (1<sup>st</sup> part of security deposit).

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

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

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

The BG (If performance security is provided by the successful bidder in the form of bank guarantee) issued by issuing bank on behalf of the bidder in favour of "\_\_\_\_\_" shall be in paper form (Stamp Paper) as well as issued under "Structured Financial Messaging System". Issuing Bank should send the underlying confirmation message in IFN760COV or IFN767COV message type for getting the BG advised through our bank. Also issuing bank should mention "\_" in field no. "7037" of IFN760COV or IFN767COV. The message will be sent to the beneficiary bank through SFMS. The details of beneficiary Bank for issue of BG through SFMS Platform is furnished below:-

Name of Bank: \_\_\_\_\_

Branch: \_\_\_\_\_

IFSC Code: \_\_\_\_\_

Account No. \_\_\_\_\_

Customer ID: \_\_\_\_\_

Original copy of the Bank Guarantee issued by the Issuing Bank shall be sent by the issuing bank to Excavation Department of CIL/ Subsidiary/Project/Unit.

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

Additionally, the company shall ban such defaulting contractor from participating in future tenders

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in concerned Subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter.

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

**3%** Performance Security should be refunded within 14 days of the issue of defect liability Certificate (taking over certificate with a list of defects).

All running on account bills shall be paid at 95% (ninety-five percent) of work value. The balance 5% shall be treated as retention money and will be second part of security deposit.

Retention Money may be refunded against equivalent Bank Guarantee, on written request of the contractor, on its accumulation to a minimum amount of Rs. 5 lakhs subject to the condition that amount of any Bank Guarantee except last one, shall not be less Rs. 5 lakhs.

However, Bank Guarantee against retention money shall be with suitable validity based on nature of work which shall be 90 days beyond the defect liability period/warranty period, but in no case less than the period of one year.

Bank Guarantee is to be submitted in the format prescribed by the company. Bank Guarantee shall be irrevocable and will be from Scheduled Banks as elaborated at Clause 4.2.

Retention Money should be refunded after issue of No Defect Certificate/completion of warranty/guarantee period..

The Company shall be at liberty to deduct/appropriate from the 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 security deposit shall have to be restored by further deduction from the contractors subsequent on account running bills, if any.

**REFUND OF SECURITY DEPOSIT:** The refund of security deposit shall be subject to company's right to deduct/ appropriate its due against the contractor under this contract or under any other contract.

On completion of the entire work and issue of defect liability certificate (taking over certificate with a list of defects) by the Engineer-in-charge, one half of the security deposit remaining with the company (Performance Security) shall be refunded as elaborated at Clause 4.3.

The other half (Retention Money) shall be refunded to the contractor after issue of No Defect Certificate by the Engineer-in-Charge on the expiry of Defect Liability Period of six months, subject to the following conditions:

a) Any defect/defects in the work, if detected after issue of defect liability certificate (Taking over certificate with list of defects) is/are rectified to the satisfaction of the Engineer-in-Charge within the said defect liability period of six months or on its due extension till completion of the rectification works as required.

**NB:** In case of Maintenance contracts, that ends with successful completion of work, where question of Defect Liability Period does not arise (e.g. sweeping, up-keeping, washing / cleaning, material handling/ mounting demounting work etc. ), the performance security and retention money (second part of bid security) can be released simultaneously after completion of work and taking over by department.

Regarding Abnormally Low Bid, the Procuring Entity may in such cases seek written clarifications from the bidder, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid document. If, after evaluating the price analyses, Procuring Entity determines that the bidder has substantially failed to demonstrate its capacity to deliver the contract at the offered price, the procuring entity may reject

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the bid / proposal.

Additional performance security: (applicable for item rate as well as percentage rate tenders):

Additional performance security shall be applicable if the bid price is below 15% of the justified price, finalized by the owner. The amount of such additional performance security shall be the difference between 85% of the owner's justified price and quoted price.

Justified price shall be finalized by the owner on the basis of prevalent market rate of materials and labour analysed as per standard analysis of rate of CPWD/ NBO, and shall be binding on the bidder.

Additional performance security (APS) shall be furnished within 21 days of issuance of LOA by the successful bidder.

Failure to submit such additional performance security shall result into cancellation of the contract with forfeiture of earnest money.

Additionally, the company shall ban such defaulting contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter\*. In case of JV/Partnership firm, the banning shall also be applicable to all individual partners of JV/Partnership firm.

This additional performance security will not carry any interest and shall be released in the following manner:

- i) 30% of Additional performance security will be released after 60% of the total work is completed.
- ii) 50% of Additional performance security will be released after 80% of the total work is completed.
- iii) 100% of Additional performance security will be released after total work is completed.

Additional performance security may be furnished in the shape of BG or any of the forms as applicable for performance security.

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

#### **5. Deviations/Variations in Quantities and Pricing.**

~~The quantities given in the "Schedule of Quantities" are based on estimates and are meant to indicate the extent of the work and to provide a uniform basis for tendering and any variation either by addition or omission shall not vitiate the contract.~~

~~The company through its Engineer-in-Charge or his representative shall, without radically changing the original scope and nature of the work, under contract, have power to make any alterations in or additions to or substitution of the original specifications, drawings, designs and instructions that may appear to be necessary or advisable during the progress of the work.~~

~~The contractor shall be bound to carry out the work(s) in accordance with the instructions given to him in writing by the Engineer-in-Charge or his representative on behalf of the company. Such altered or additional or substituted work, which shall form part of the original contract, shall be carried out by the contractor on the same terms and conditions in all respects on which they agreed to do the main work and at the same rate/rates as are specified in the contract/ work order.~~

~~The right is reserved to cancel any items of work included in the contract agreement or portion thereof in any stage of execution if found necessary to the work and such omission shall not be a~~

### CONDITIONS OF CONTRACT

~~waiver of any condition of the contract nor invalidate any of the provisions thereof.~~

~~If the additional, altered or substituted work includes any class of work for which rate/rates is/are not specified in the contract/work order, rates for such items shall be determined by the Engineer in-Charge as follows:~~

~~a) In the case of percentage tenders, if the rate for the extra item of work executed is available in the company's approved SOR, it will be paid at the schedule rate plus or minus the accepted percentage as per contract.~~

~~However, if the extra item is not available in company's approved SOR, then the rate for such extra item(s) shall be dealt as at (c) below.~~

~~b) In case of item rate tenders, the rate for extra item shall be derived from the rate for similar item or near similar item / class of work available in the agreement schedule of work or by analysis of rates as at below and the lower rate out of the above two shall be considered.~~

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

~~For derivation of rates based on analysis, the same shall be done by analysis on prevalent market rate of materials and labour based on standard norms of analysis of rate of C.P.W.D/ N.B.O.~~

~~c) In the case of extra item(s) that are completely new, and are in addition to the items contained in the contract, the contractor may within 15 days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis. The Engineer in Charge shall determine the rate(s) by analysis based on prevalent market rate of material and labour and on standard norms of analysis of rate of CPWD/ NBO.~~

~~d) In case of combined tender with partly item rate for non-schedule items & partly percentage tenders for SOR items, the rate for extra item shall be derived as at (b) & (c) above in case of non-schedule items rates and in case of percentage rates for SOR items the rate for extra item shall be derived as at (a) above.~~

~~In case of any difference between the contractor and the Engineer-In Charge as to the fixation of rates, the matter shall be referred to the accepting authority of the company i.e. GM(C) of the company or Staff Officer(C) for the work awarded at Company Hqrs. level and Area level respectively, whose decision shall be final and binding on the contractor.~~

~~Alteration in the quantities shall not be considered as a change in the condition of the contract nor invalidate any of the provision thereof provided that a deviation estimate / revised estimate/supplementary agreement for the item(s) involved is made. Such approval shall be from appropriate authority.~~

~~Payment for such deviated items [additional/ altered / substituted items of work of the agreement schedule] shall be made in the contractors running on account bills, till the revised estimate / deviation estimate regularizing these items are sanctioned by the competent authority of the company, at the provisional rates and shall not exceed:~~

~~a) 75% of the rate recommended by the Engineer in Charge to the accepting authority of the company i.e. GM(C) of the company or SO(C) of the Area, if the rate is directly available in the SOR of the company/ if the rate is derived from available rate of BOQ.~~

~~b) 50% of the rate recommended by the Engineer-in-Charge to the accepting authority of the company, i.e. GM(C) of the company or SO(C) of the Area, if it is analysed item rates based on~~

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~~prevalent market rates of materials and labour following CPWD / NBO norms.~~

~~Total payment for such extra items of work shall not exceed 10% of work order / agreement value/approved deviation estimate value. Also total payment including extra items of work shall not exceed the work order / agreement / approved deviation estimate value.~~

~~PROVISIONS FOR DEALING WITH VARIATIONS IN RESPECT OF ABNORMALLY HIGH RATE AND ABNORMALLY LOW RATE ITEMS.~~

~~The abnormally high rate items are those whose quoted rates are more than 20% of the justified rates decided by the owner.~~

~~The abnormally low rate items are those whose quoted rates are less than 20% of the justified rates decided by the owner.~~

~~In case of Item Rate Tenders, the revision of rates for (i) abnormally high rate items and (ii) abnormally low rate items, shall become operative under the following circumstances:-~~

~~For increase in quantity of more than 25% in respect of works executed below plinth level and 10% in respect of works executed above plinth level.~~

~~Quantity variation beyond the limit mentioned above shall be dealt by arriving at new rate based on prevalent market rate of materials and labour analysed as per standard analysis of rate of CPWD/NBO. Payment of extra quantity over the permitted quantity as explained above would be made on the basis of the new analysed rate.~~

~~The variation in quantity of abnormally low rate items for item rate tenders shall not be permitted below 25% for the items below plinth level and below 10% for the items above plinth level of the agreement schedule quantity, but in exceptional cases with written consent of Engineer in Charge arising out of technical necessity.~~

~~The above provisions shall be applicable for item rate tenders only and not applicable for percentage rate tenders for works based on standard schedule of rates of the company.~~

~~For the purpose of operation, the following works shall be treated as works related to foundation, unless otherwise defined in the contract.~~

- ~~a) For Buildings: All works up to 1.2 metres above ground level or up to floor 1 level whichever is lower.~~
  - ~~b) For abutments, piers and well steining: All works up to 1.2m above the bed level.~~
  - ~~c) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs / tanks and other elevated structures: all works up to 1.2 metres above the ground level.~~
  - ~~d) For reservoirs / tanks (other than overhead reservoirs / tanks): All works up to 1.2 metres above the ground level.~~
  - ~~e) For basement: all works up to 1.2m above ground level or up to floor 1 level whichever is lower.~~
- ~~For Roads, all items of excavation and filling including treatment of sub base~~

~~The time of completion of the originally contracted work shall be extended by the company in the event of any deviation resulting in additional cost over the awarded value, if requested by the contractor as follows:-~~

~~(i) In the proportion which the additional cost of the altered, additional or substituted work (in value) bears to the original tendered value plus.~~

~~(ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer in Charge.~~

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~~The company through its Engineer in Charge or his representative, on behalf of the company, shall have power to omit any part of the work in case of non-availability of a portion of the site or for any other reason and the contractor shall be bound to carry out the rest of the work in accordance with the instructions given by the Engineer in Charge. No claim from the Contractor shall be entertained/accepted on these grounds.~~

~~In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope/nature of the contract, the contractor shall under no circumstances suspend the work, either original or altered or substituted, and the dispute/disagreement as to the nature of deviation and the rate/rates to be paid for such deviations shall be resolved separately with the company as per the procedures/norms laid down hereafter.~~

#### **6. Time for Completion of Contract, Extension thereof, Defaults and Compensation for Delay**

Time is the essence of the contract and as such all works shall be completed within the time stipulated in the contract/ work order. The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor.

If the contractor, without reasonable cause or valid reasons, commits default in commencing the work within the aforesaid time limit, the company shall, without prejudice to any other right or remedy, be at liberty, by giving 15 day's notice in writing to the contractor to commence the work, failing which to **forfeit the Earnest Money** deposited by him and to rescind the Letter of Acceptance of Tender/Work Order and also to debar the contractor to take part in the future re-tender.

**The Company may debar such defaulting Contractors from participating in future Tenders for a minimum period of 12(twelve) months.**

If the contractor fails to complete the work and clear the site on or before the date of completion 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):

i) @ half percent ( $\frac{1}{2}$  %) of the contract amount/Revised Contract amount whichever is less, per week of delay.

OR

ii)  $\frac{1}{2}$  % of the contract-value of group of items/revised completion value of group of items whichever is less, per week of delay, for which a separate period of completion is originally given.

The aggregate of such compensation/ compensations shall not exceed:

i) 10% (ten) percent of the total amount of the contract/ Revised contract amount, whichever is less.

OR

ii) 10% of the contract-value of group of items/ revised completion value of group of items whichever is less, for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the company.

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 as described at Clause 6.2.

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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.

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.

In the event of such termination of the contract as described in clauses 6.2.2 or 6.2.3 or both, the company, shall be entitled to impose penalty/LD as deliberated at Clause 10. Additionally, the contractor shall be debarred from participating in the future tenders for a minimum period of 12 months.

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

Further Earnest Money/Performance Security forfeited will be inclusive of GST.

The company may at its sole discretion, waive the payment of compensation on request received from the contractor indicating valid and acceptable reasons if the entire work is completed within the date as specified in the contract/work order or as validly extended date without stipulating any compensation for delay.

Extension of date of completion: On occurrences of any events causing delay as stated hereunder, the contractor shall intimate immediately in writing to the Engineer-in-Charge.

a) Force Majeure:

- i) Natural phenomena like unprecedented flood and draught, earthquakes & epidemics.
- ii) Political upheaval, civil commotion, strikes, lockouts, acts of any Govt. (domestic/foreign) including but not limited to war, proprieties, and quarantine embargoes.

The successful bidder/ contractor will advise in the event of his having to resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition.

In the event of delay due to Force Majeure for more than one month the contract may be terminated at the discretion of the company. Termination under such circumstances will be without any liability on either side.

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 clauses of Force Majeure and neither company nor bidder / contractor shall be liable to pay extra cost (like increase in rates, remobilization advance, idle charges for labour and materials etc.) provided it is mutually established that Force majeure conditions did actually exist.

- b) Serious loss or damage by fire and abnormally bad weather.
- c) Non-availability of stores which are the responsibility of the company to supply as per contract.
- d) Non-availability of working drawings in time, which are to be made available by the company as per contract during progress of the work.
- e) Delay on the part of the contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work.
- f) Non-availability or breakdown of tools and plant to be made available or made available by the company.
- g) The execution of any modified or additional items of work or excess quantity of work.
- h) Any other causes which, at the sole discretion of the company, is beyond the control of the contractor.



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**A HINDRANCE REGISTER** shall be maintained by both department and the contractor at site to record the various hindrances, as stated above, encountered during the course of execution.

Hindrance register will be signed by both the parties. The contractor may also record his observations in the Hindrance Register. In case the contractor has a different opinion for hindrance and a dispute arises then the matter would be referred to the EIC and or the next higher authority whose decision would be final & binding on the contractor & the decision to be communicated within 15 days.

The contractor shall request the company in writing for extension of time within 15 days of happening of such event causing delay stating also, the period for which extension is required. The company may, considering the genuinity of the request, give a 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(one) month of the date of receipt of such request.

The opinion of the Engineer-in-charge, whether the grounds shown for the extension of time are or are not reasonable, is final. If the Engineer-in-charge is of the opinion that the grounds shown by the contractor are not reasonable and declines to the grant of extension to time, the contractor cannot challenge the soundness of the opinion.

The opinion of the Engineer-in-charge that the period of extension granted by him is proper or necessary is not final. However, if the contractor feels that the period of extension granted is inadequate he can appeal to the GM (Excavation) of the company for consideration on the question whether the period of extension is or is not proper or necessary.

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 penalty at the time of granting final extension of time as per contract agreement.

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 Department or of both. The extension will have to be by party's agreement, express or implied.

In case the contractor does not apply for grant of extension of time within 15(fifteen) days of the hindrance occurring in execution of the work and the department wants to continue with the work beyond the stipulated date of completion for reason of the work having been unavoidably hindered, the Engineer-in-charge can grant 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 the contract.

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

#### **7- Material Supply & other facilities:**

The contractor shall at his own expense, provide all materials required for the work, unless otherwise specified, and the rates quoted by the contractor shall be for finished work inclusive of all materials required for completion of the work as specified in the contract.

All materials, tools, PPE and plants brought to site by the contractor including the ma-



### CONDITIONS OF CONTRACT

materials supplied by the company shall be deemed to be held in lien by the company and the contractor shall not have the right to remove the same from the site, without the written permission of the Engineer-in-Charge. The company shall not however be liable for any loss, theft or damage due to fire or other cause during this period of lien, the responsibility for which shall lie entirely on the contractor.

The contractor shall bear the cost of loading, transportation to site, unloading, storing under cover as required etc. as may be necessary for the use and keeping the materials in good condition.

All charges on account of GST or any other applicable taxes, duties or levies on materials obtained for the works from any source (excluding materials supplied by the company) shall be borne by the contractor.

#### **8. Quality Assurance - Materials and Workmanship**

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

For Quality Assurances of all the repairing works the norms/ guidelines laid down by the company herein and elsewhere will form part of the contract for the purpose of quality of works.

The contractor shall be responsible for correct and complete execution of the work in a workman like manner with the materials as per specification. All work under execution in pursuance of the contract shall be open to inspection and supervision by the Engineer-in-Charge or by his authorized representative or any other official of higher rank or any other person authorized by the company in his behalf & the contractor shall allow the same.

All materials to be provided by the contractor shall be in conformity with the specifications as per the contract and the contractor shall furnish proof, if so required by the Engineer-in-Charge to his satisfaction that the materials do so comply.

The company, through the Engineer-in-Charge, shall have full powers to reject any materials or work due to a defect therein for not conforming to the required specification, or for materials not being of the required quality and standard or for reasons of poor workmanship

or

for not being in accordance with the sample approved by him. The contractor shall forthwith remedy the defect/replace the materials at his expense.

In case of default on the part of the contractor, the Engineer-in-Charge shall be at liberty to procure the proper materials for replacement and/or to carry out the rectifications in any manner considered advisable under the circumstances and the

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entire cost & delay for such procurement/rectification shall be borne by the contractor.

The Engineer-in-Charge shall be entitled to have tests carried out for any materials, according to the standard practice followed for such tests, other than those for which satisfactory proof has already been furnished by the contractor who shall provide at his expense all facilities which the Engineer-in-Charge may require for the purpose. All such expenses born by the contractor are not to be paid separately by the employer and shall be assumed covered in accepted prices.

The cost of any other tests, if so required by the Engineer-in-Charge, shall be borne by the company. However, if the test shows the workmanship or materials not to be in accordance with the provision of the contract or the instruction of Engineer-in-Charge the cost shall be borne by the contractor.

Access to the works: The Engineer-in-charge and any person authorized by the company shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles are being obtained for the works and the contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

Inspection of works:

i) No work shall be covered up or put out of view without the approval of the Engineer-in-charge or the Engineer-in-charge's representative or any other officer nominated by the company for the purpose and the contractor shall afford full opportunity for the EIC or EIC's representative or any other officer nominated by the company for the purpose to examine and measure any work which is about to be covered up or put out of view and to examine.

ii) The contractor shall uncover any part or parts of the works or making openings in or through the same as the Engineer-in-Charge may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of Engineer-in-charge.

Removal of Improper Work and Materials:

i) The Engineer-in-charge shall during the progress of the works have power to order in writing from time to time:

a) The removal from the site, of any materials which in the opinion of Engineer-in-charge, are not in accordance with the contract/ work order/ approved sample.

b) The substitution with improper and unsuitable materials.

c) The removal and proper re-execution, notwithstanding any previous test thereof or interim payment there from, of any work which in respect of materials or workmanship is not in accordance with the contract.

ii) In case of default on the part of the contractor in carrying out such order, the Engineer-in-charge shall be entitled to employ and pay other agency to carry out the same and all expenses consequent thereon shall be recoverable from the contractor or

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may be deducted from any amount due or which may become due to the contractor.

**Final Inspection of Work:** The Engineer-in-charge and any other officer nominated by the company for the purpose shall make final inspection of all work included in the contract/work order, or any portion thereof, or any completed part of the work of the contract, as soon as practicable after notification by the contractor that the work is completed and ready for acceptance.

If the work is not acceptable to the Engineer-in-charge at the time of such inspection, he shall inform the contractor in writing as to the particular defects to be remedied before final acceptance can be made. (Place of inspection prevail the condition of concerned work-order.)

**Defects appearing after acceptance:** Any defects which may appear within the defect liability period and arising, in the opinion of the Engineer-in-charge, from lack of conformance with the specifications, shall, if so required by the Engineer-in-charge in writing, be remedied by the contractor at his own cost within the time stipulated by the Engineer-in-charge. If the contractor fails to comply, the Engineer-in-charge may employ other persons to remedy the defects and recover the cost thereof from the dues of the contractor.

**Storage of Materials:** Materials shall be so stored as to ensure the preservation of the quality and fitness for the work.

**Defective Materials:** All materials not conforming to the requirements of the specifications shall be considered as defective, and all such materials, whether in place or not shall be rejected. They shall be removed immediately by the contractor at his expenses and replaced with acceptable material.

#### 9. Inspection/Measurement and Payments

The measurement/inspection of the portion of work/items of work objected to, shall be re-measured/re-inspected by the Engineer-in-Charge himself or the authority nominated by the company for the purpose in the presence of the contractor or his authorized representative and recorded in the log book. In case the contractor or his authorized representative does not attend to the joint measurements/inspection at the prefixed date and time after due notice, the measurements taken by the Engineer-in-Charge or his representative shall be final and binding on the contractor.

**Payments:** The running on account payments may be made at intervals stipulated in the work order, if any.

Running on account bill/bills for the work executed/ materials supplied in accordance with the work order/contract as described herein before and processed for payments.

Payment of on account bill shall be made on the Engineer-in-Charge's certifying the sum to which the contractor is considered entitled by way of interim payment (if any) for the following

- a) The work executed as covered by the bill/bills after deducting the amount already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the work order/ contract (as per work order).
- b) On the Engineer-in-Charge's certificate of completion in respect of the work covered by the contract / work order final work certified by the Engineer In

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Charge or his representative.

The company reserve the right to recover/enforce recovery of any overpayments detected after the payment as a result of post payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the contractor are the subject matter of arbitration or not.

The amount of such overpayments shall be recovered from subsequent bills under the contract, failing that from contractor's claim under any other contract with the company or from the contractor's security deposit or the contractor shall pay the amount of over payment on demand. In case of contractor's non-payment on such demand, the same should be realised from the contractor's dues, if any, with Coal India Limited or any of its subsidiaries.

The contractors are required to execute all works satisfactorily and according to the specifications laid down in the contract/ work order. If certain items of work, executed by the contractor, are below specifications, the contractor should re-do them according to the specifications and instructions of EIC and if the contractor fails to rectify the defect within the time and in the manner specified by the EIC, the work shall be got re-done or rectified by the department at the risk and cost of the contractor. Engineer-in-Charge may accept such work of below specifications provided the department, if satisfied with the quality and the strength/ structural safety of such works. In that case Engineer-in-Charge shall make such deductions for the difference in value, as in his opinion is reasonable and is approved by the accepting authority of the company i.e. GM/SO(Excavation) of the company in this case or any other officer nominated by GM/SO(Excavation) for the purpose.

No interest shall be payable on the amounts withheld, under the terms of the Contract Agreement/Work-order.

**10 Termination, Cancellation, Suspension and Foreclosure of Contract**

The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract be entitled to cancel the contract in full or in part, and whether the date of completion has or has not elapsed, by notice in writing 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) obtains a contract with the company as a result of ring tendering or other non-bonafide methods of competitive tendering

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 his company.

Or

e) 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

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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.

The contract shall also stand terminated under any of the following circumstances:

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

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, any materials, constructional plant, equipment, stores etc. thereon and carry out balance work through any means or through any other agency.

b. To give the contractor or his representative of the work 7 (seven) days notice in writing for taking final measurement for the works executed till the date of cancellation or termination of the contract. The Engineer-in-Charge shall fix the time for taking such final measurement and intimate the contractor in writing. The final measurement shall be carried out at the said appointed time notwithstanding whether the contractor is present or not. Any claim as regards measurement which the contractor is to make shall be made in writing within 7 (seven) days of taking final measurement by Engineer-In-charge as aforesaid and if no such claim is received, the contractor shall be deemed to have waived all claims regarding above measurements and any claim made thereafter shall not be entertained.

c. After giving notice to the contractor to measure up the work of the contractor and to take such whole or the balance or part thereof, as shall be unexecuted out of his hands and to give it to another contractor or take up departmentally, to complete the work. The contractor whose contract is terminated shall not be allowed to participate in future bidding for period of minimum twelve months.

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

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

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

The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor as stated in 10.1(d).

**Suspension of Work:**

Suspension of work – The Company shall have power to suspend the work. The contractor shall on receipt of the order in writing of Engineer-in -charge (whose decision shall be final and binding on the contractor), suspend the progress of work or any part thereof for such time in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage, or endanger the safety thereof for any of the following reasons:

- a) on account of any default on the part of the contractor, or
- b) for proper execution of the works, or part thereof, for reasons other than the default of the contractor or,
- c) for safety of the works, or part thereof.

The contractor shall, during such suspension properly protect and ensure the works to the extent necessary and carry out the instruction of the Engineer-in-charge. If the suspension is ordered for reasons (b) & (c), the contractor shall be entitled to an extension of time equal to the period of every such suspension plus 25%. This shall also be applicable for completion of the item or group of items of the work for which a separate period of completion as specified in the contract and of which the suspended work forms a part.

The contractor shall carry out the instructions given in this respect by the Engineer-In Charge & if such suspension exceeds 45 (forty-five) days, the contractor will be compensated on mutually agreed terms.

**Foreclosure of contract:**

If at any time after acceptance of the tender the company decides to abandon or reduce the scope of work for any reason whatsoever the company, through its Engineer-in-Charge, shall give notice in writing to that effect to the contractor and contractor shall act accordingly in the matter. In the event of abandonment, the contractor shall have no claim to any payment of compensation or otherwise whatsoever, other than those mentioned below: -

- a) to pay the contractor at the contract rates full amount for works executed and measured at site up to the date of such abandonment.
- b) 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 in part if so desired by him and to be transported by the contractor from site to his place at his own cost with due permission of the EIC.
- c) to take back the materials issued by the company but remaining unused, if any, in the work on



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the date of abandonment/reduction in the work, at the original issue price less allowance for any deterioration or damage caused while in custody of the contractor.

- d) 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.

**10.4.01** The contractor shall, if required by the Engineer-in-Charge, furnish to him books of accounts, papers, and relevant documents as may be necessary to enable the Engineer-in-Charge to assess the amounts payable in terms of clauses 10.4 of the contract. The contractor shall not have any claim for compensation for abandonment of the work, other than those as specified above.

**11. Additional Responsibilities of the Contractor(s)**

The cost on account of the "Additional Responsibilities of the Contractors" under this clause is deemed to be included in the tendered rates.

- i) The company reserves the rights to let other contractors also work in connection with the Project and the contractor/contractors shall co-operate in the works for the introduction and stores and materials and execution of his /their works.
- ii) Precautions shall be exercised at all times by the contractor(s) for the protection of persons (including employees) and property. The safety required or recommended by all applicable laws, the contractor(s) shall observe codes, statutes and regulations. In case of accidents, the contractor(s) shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force and the contractor shall indemnify the company against any claim on this account.

All scaffoldings, ladders and such other structures which the workmen are likely to use shall be examined by the Engineer-in-Charge or his authorized representative whenever they want and the structure must be strong, durable, and safe and of such design as required by Engineer-in-Charge.

In no case any structure condemned by the Engineer-in-Charge or his authorized representatives shall be kept on the work and such structure must be pulled down within three hours of such condemnation and any certificate or instructions, however, shall in no way absolve the contractor/contractors from his/their responsibility, as an employer, as the company shall in no way be responsible for any claim.

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

- iii) The contractor / contractors shall familiarize themselves with and be governed by all laws and rules of India and Local statutes and orders and regulations applicable to his/ their work.
- iv) The contractor shall maintain all records as per the provision made in the various statutes including Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules, 1971, Minimum Wages

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- Act, Workmen Compensation Act etc. and latest amendment thereof. Such records maintained by the contractor shall be opened for inspection by the Engineer-in-Charge or by the nominated representative of the Principal Employer.
- v) The contractor/ contractors shall provide facilities for the sanitary necessities of all persons employed on the work shall be constructed and maintained in the number, manner and place approved or ordered by the Engineer-in-Charge. The contractor/ contractors shall vigorously prohibit committing of nuisance at any other place. Cost of all works under this item shall be covered by the contractor/contractor's tendered rates.
- vi) The contractor/contractors shall furnish to the Engineer-in-Charge or his authorized representative with work reports from time to time regarding the contractor / contractors organization and the progress made by him / them in the execution of the work as per the contract.
- vii) All duties, taxes (excluding Goods and Services Tax and GST Compensation Cess (If applicable) 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 bidder/Contractor under the Contract (during the entire period of 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. All investments, operating expenses, incidentals, overheads, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.
- However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.
- Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.
- The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of contractor.
- However, in case bidder/contractor is GST unregistered bidder/dealer in



## CONDITIONS OF CONTRACT

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

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

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

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

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

In case of collection of minor minerals in area (both virgin and non-virgin), acquired by the Company under the Coal Act, the contractor will have to produce a royalty clearance certificate from the District Authorities before full and final payment.

- viii) The contractor / contractors shall make his / their own arrangement for all materials, tools, staff and labourer required for the contract, which shall include cost of lead, lift, loading, unloading, railway freight, recruiting expenses and any other charges for the completion of the work to entire satisfaction of the company.
- ix) The contractor / contractors shall make their own arrangement for carriage of all materials to the work site at his/their own cost or as mentioned in the work order.
- x) The work shall not be sublet to any other party, unless approved by Engineer-in-Charge, in writing. Prior permission is required to be taken from the owner for engagement of sub-contractor in part work/ piece rated work.
- xi) The contractor / contractors shall not pay less than the minimum wages to the labourer engaged by him/them as per Minimum Wages Act or such other legislation or award of the minimum wage fixed by the respective State Govt. or Central Govt. as may be in force. The contractor / contractors shall make necessary payments of the provident fund for the workmen employed by him for the work as

## CONDITIONS OF CONTRACT

- per the laws prevailing under provisions of CMPF and allied scheme and Miscellaneous Provisions Act, 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be.
- xii) All accounts shall be maintained properly and the company shall have the right of access and inspection of all such books of accounts etc., relating to payment of labourer including payment of provident fund considered necessary and the company may arrange for witnessing the payment to the labourer by its representatives.
- xiii) The contractor shall in additions to any indemnity provided by the relevant clauses of the law, indemnify and keep indemnified for the following:
- a) The company or any agent or employee of the company against any action, claim or proceeding relating to infringement or use of any patent or design right and shall pay any royalties or other charges which may be payable in respect of any article or material included in the contract.  
However, the amount so paid shall be reimbursed by the company in the event such infringement has taken place in complying with the specific directions issued by the company or the use of such article or material was the result of any drawing and/or specifications issued by the company after submission of tender by the contractor. The contractor must notify immediately after any claim being made or any action brought against the company, or any agent or employee of company in respect of any such matter.
  - b) The company against all claims, damages or compensation under the provisions of payment of Wages Act, 1938, Minimum Wages Act, 1948, Employer's Liability Act, 1938, The Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947, Mines Act as applicable, Employees State Insurance Act 1948 and Maternity Benefit Act, 1961, Acts regulating P.F. or any modification thereof or any other law relating thereto and rules made there under from time to time, as may be applicable to the contract which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and also against costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury.
  - c) The company against all losses and claims for injuries or damages to any third party or to any property belonging to any third party which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and against all claims/demands proceedings/damages, cost charges and expenses whatsoever in respect of or in relation thereto
- xiv) Insurance - The contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for reasons which are beyond control of the contractor or act of God, e.g. flood, riots, war, earthquake, etc.) and shall at his own cost repair and make good the loss/damage to the work so that on completion, the work shall be in good or-

**CONDITIONS OF CONTRACT**

der and condition and in conformity with the requirements of the contract and instructions of the Engineer-in-charge.

The contractor shall at all times during the tenure of the contract indemnify the company against all claims, damages or compensation under the provision of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages, or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.

Compensation Act or under any other law relating thereto.

The contractor shall ensure that the insurance policy/ policies is/are kept alive till full expiry of the contract by timely payment of premiums and it/they shall not be cancelled without the approval of the company and a provision is made to this effect in all policies, and similar insurance policies are also taken by his sub-contractors if any. The cost of premium shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.

In the event of contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the contractor is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due to the contractor.

- xv) Setting Out: The contractor shall be responsible for the contract and proper setting out of the works and correctness.  
The contractor shall have all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of work any error is detected in respect of any part of the work, the contractor on being required to do so by the Engineer-in-Charge or his representative shall at the expenses of the contractor rectify such errors to the satisfaction of Engineer-in-Charge unless such error is due to incorrect data supplied by the Engineer-in-Charge.
- xvi) On receipt of Letter of Acceptance of Tender / Work Order the contractor shall forthwith Register and obtain necessary License( if required) from the competent authority under the Contract Labour (Regulation & Abolition) Act 1970,the Contract Labour (Regulation & Abolition) Central Rules, 1971 and submit certified copies of the same to the Engineer-in-Charge and the Principal Employer.
- xvii) The contractor shall be registered with the concerned State Govt. and the Central Govt. in respect of Sales Tax Act and the certificate having details of Registration No., period of validity etc.
- xviii) The contractor shall, in connection with works, provide and maintain, safety and security of men and materials at his own cost.

**12. Settlement of Disputes.**

### CONDITIONS OF CONTRACT

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

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

Effort shall be made to resolve the dispute in two stages

In first stage dispute shall be referred to Area GM or GM/SO(Excv). If difference still persists the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.

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

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

#### **12A. Settlement of Disputes through Arbitration**

If the parties fail to resolve the disputes/differences by in house mechanism, then, depending on the position of the case, either the employer/owner or the contractor shall give notice to other party to refer the matter to arbitration instead of directly approaching Court. The contractor shall, however, be entitled to invoke arbitration clause only after exhausting the remedy available under the clause 16.

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

##### **Sole Arbitration:**

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

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

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

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

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

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

**Contracts with Partnership firm:**

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

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**13. 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.

**14.** 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 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.

**15. Guidelines for Banning of Business**

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

1. Observance of Principle of Natural Justice before banning the business dealings with any contracting entity.
2. The contracting entity may be banned in the following circumstances :-
  - i) If bidder backs out after notification of opening of price bid and if that bidder is found to be L-1.
  - ii) If L-1 bidder fails to submit PSD, if any and/or fails to execute the contract within stipulated period.
  - iii) If L-1 bidder fails to start the work on scheduled time.
  - iv) In case of failure to execute the work as per mutually agreed work schedule.
  - v) Continued and repeated failure to meet contractual Obligations:
    - a. In case of partial failure on performance, agency shall be banned from future participation in tenders keeping his present contract alive.
    - b. On termination of contract.
  - vi) Willful suppression of facts or furnishing 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 guaran-tee period, when it is specifically brought to his notice.
  - ix) Contractor fails to use mobilization advance given to him for the purpose it was intended.
  - x) Contractor fails to renew the securities deposited to the department.
  - xi) The contractor fails to rectify any lapse(s) in quality of the work done within defect liability period.
  - xii) Transgression of any clause(s) relating to Contractor's obligation defined in the Integrity Pact wherever such Pact exists.
  - xiii) Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.
3. Such 'Banning of Business', if and when effected, shall be with prospective effect only. The effect of 'Banning of Business' shall be for future tenders from the date of issue of such Order. However, if any contracting entity is banned after online notification of opening of Price Bid, such a ban will not be effective for that work.
4. The banning shall be for a minimum period of one year and shall be effective for the concerned Subsidiary for the tenders invited at Subsidiary level. Similarly, in case of tenders of CIL HQ, banning shall be for CIL HQ. However, if such 'Banning of Business' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required.
5. Once a contracting entity is banned, it shall be extended to the constituents of that entity, all 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/ Part-

## CONDITIONS OF CONTRACT

ner/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.
16. The contractor shall submit valid electrical license either in his name or of his authorized representative/supervisor [under whose supervision electrification work (internal and/or external) will be executed] issued by Electrical Licensing Board / Authority of the Indian State / UT, in accordance with Indian Electricity Rule before execution of electrical works, if any.

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**ADDITIONAL TERMS AND CONDITIONS**

1. Rates quoted by bidder shall remain firm for contract period, except variation allowed detailed below.

**Application of Price Variation Clause.**

If the prices of materials (not being the materials supplied at fixed issue rates by the company) and wages of labour required for execution of the work increase or decrease, the contractor shall be compensated for such increase or recoveries will be made from the bills for such decrease as per provisions detailed hereafter:

- a) The amount of the contract shall accordingly be varied subject to the condition that such compensation for escalation/ de-escalation in price shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of the contract without any penal action. **The Price Variation Clause shall not be applicable for works for which stipulated period of completion is six months or less.**
- b) The base date for working out such escalation/de-escalation shall be the last date on which the bids (inclusive of price part) or revised price bids (inclusive of revised offer) were stipulated to be received.
- c) The compensation for escalation or recoveries to be made 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 will be made at the end of three months after the month (excluding) in which the tender was accepted and thereafter at three months' interval.

**Escalation/ De-escalation 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 quarter-ly in accordance with the following formula :**

$$VL = W \times \frac{A}{100} \times \frac{L - L_0}{L_0}$$

**Where :**

**VL= Variation in labour 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 escalation/de-escalation relates as indicated in clause-1.4 of the Additional Terms & Conditions of the contract.**

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

**L<sub>0</sub> = Minimum wages for unskilled workers payable as per the Minimum Wages Act / Rules of the State or Central Govt., whichever is more, applicable to the place of work as on the last date stipulated for receipt of the bids (inclusive of price part) or revised price bids whichever is later.**

**L = Revised minimum wages of unskilled worker corresponding to L<sub>0</sub> during the period to which the escalation/de-escalation relates.**

**Escalation /De-escalation on Materials:** The amount to be paid to the contractor for the work done will be adjusted for increase or decrease in the cost of materials and the cost shall be calculated quarterly in accordance with the following formula :

$$V_m = W \times \frac{B}{100} \times \frac{M - M_0}{M_0}$$

Where :

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

$W$  = Cost of work done during the period under reckoning to which the escalation / de-escalation relates as indicated in clause-1.4 of the Additional Terms & Conditions of the contract.

$B$  = Component of material expressed as percentage of the total value of the work adopted from the Table -1.

$M$  = Average All India Wholesale Price Index for all commodities for the period to which escalation/de-escalation relates as published by the RBI Bulletin, Ministry of Industry & Commerce, Govt. of India.

$M_0$  = 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 bids (inclusive of price part) or revised price bids whichever is later were stipulated to be received.

**Escalation/ De-escalation on POL :** The amount to be paid to the contractor for the work done shall be adjusted for the increase or decrease in the cost of POL and the cost shall be calculated quarterly in accordance with the formula given below :

$$V_f = W \times \frac{C}{100} \times \frac{F - F_0}{F_0}$$

Where :

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

$W$  = Value of work done during the period under reckoning to which the escalation/ de-escalation relates as indicated in clause 1.4 of the Additional terms & Conditions of the contract.

$C$  = Component of POL expressed as percentage of the total cost of the work taken from Table -1.

$F$  = Average Index Number for wholesale price for the group of 'Fuel, Power, Light & Lubricants' as published by the Economic Adviser, Ministry of Industry, Govt. of India for the period to which the escalation/de-escalation relates.



Fo = Index number of wholesale price for the group, Fuel, Power, light & lubricants as published by the Economic Adviser, Ministry of Industry, Govt. of India prevalent on the last date of receipt of bids (inclusive of Price Part) or revised price bids whichever is later.

**While calculating the value of "W" the following may be noted :** The cost on which the escalation will be payable shall be reckoned as 85 % of the cost of work as per the bills to which escalation re-lates, 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 be recovered in the particular bill, shall be deducted before the amount of compensation for escalation or de-escalation is worked out. In the case of materials brought to site for which any secured advance is included in the bill, the full value of such materials as assessed by the Engineer-in-Charge (and not the reduced amount for which secured advance has been paid) shall be included in the cost of work done for operation of this clause. Similarly, when such materials are incorporated in the work and the secured advance is deducted from the bill, the full assessed value of the materials originally considered for operation of this clause should be deducted from the cost of the work shown in the bill, running or final. Further the cost of work shall not include any work for which payment is made at prevailing market rates.

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 cost of 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 herein before stated under this clause shall mutatis/mutandis apply. No such adjustment for the increase / decrease in material price and/ or wages of labour before mentioned would be made in case of contracts in which the stipulated period of completion of the work is six (6) months or less.

**Application of Price Variation Clause during extended period of Contracts.**

The Price Variation Clause as stated above will be applied for extended time frame of a contract by following the principle stated 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 for the purpose of escalation but shall be revived and applied for the purpose of de-escalation and no further payment will be made to the contractor on account of any escalation during this period but recovery shall be made for de-escalation, if any. Additionally, the Clause related to Compensation for delay will be applied.
- iv) If it is decided at the end of successful completion of work, the delay was partly due to the fault of the contractor and partly due to the fault of the employer and thereby Liquidated Damages (LD)/compensation due to delay is imposed then price variation clause for the purpose of escalation shall not be revived for this extended period, but shall be revived and applied for the purpose of de-escalation.

No payment will be made by applying "FROZEN INDICES "under any circumstances.

**Table – 1**

Value of A, B & C in the escalation formula in the additional terms & conditions for Excavation Works :

Sl	Particulars	A% (Labour Component)	B% (Material Component)	C% (POL Component)	Remarks
1	For only labour oriented works of maintenance nature.	100	Nil	Nil	

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.

**SPECIAL TERMS AND CONDITIONS (IF ANY)**

**2. Safety code:**

i) 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.

ii) 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.

iii) 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.

iv) 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.

v) Notwithstanding the above clauses from (i) to (iv), 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.

### 3. VTC Training

VTC training is a statutory requirement concerning the safety of contractor's labourers and for any work within Mines Area, only VTC trained labour shall be deployed by the contractor. The contractor shall follow extant law / guidelines in this regard and arrange for VTC training in respect of his workers who are not VTC trained.

4. The following safety operating practices (SOP) are to be adapted by the contractor for safely execution of the above work:

- a) All the manpower have to undertake vocational training (VTC) before starting the work.
- b) All the manpower have to keep I- Card issued by contractor during working time.
- c) Contractor has to submit the list of their work man with copy of their I-card, VTC training paper, form -B etc as per mine rules in the time office and work related concern section office before starting the work (if applicable).
- d) You have to undertake the work which mentioned in the work order only.
- e) Every day attendance of manpower to be recorded in time office by the time keeper.
- f) Work to be performed under supervision of supervisor only.
- g) Contractor has to take entry and exit gate pass for vehicles, tools & tackles and other materials.
- h) The repairer and their manpower should abide all safety rules, mines rules applicable to the mines as per Mines act (as applicable).
- i) All the manpower's have to use wear safety gadget's like safety belts, helmet, safety shoe, leather apron, goggles, leather hand gloves etc and it will be provided by the contractor.
- j) The gas cutters/cutting set should be attached with flash back fire arrester.
- k) Contractor have to use good quality of welding lead, welding holder and others accessories.
- l) Every time before starting and ending of work they have to inform the in-charge of m/c/ section in-charge.
- m) At the time of blasting the manpower are to be shifted to safe places till clearance of blasting.
- n) Suitable fire fighting accessories should be kept near working place before starting the welding/gouging/cutting etc which prone to caught the fire.
- o) Before starting of welding/cutting/gouging work the working area should be cleaned from grease, cardium, lube oil etc to avoid the caught of fire.
- p) After completion of welding/cutting/gouging work, the hot particle, slag, debris, job etc to be get completely extinct/extinguished before leaving the place.

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COMPLIANCE OF LABOUR LAWS

## 1. Labour

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, their payment, housing, feeding and transport.

The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by contractor on the site and such information respecting contractor's equipment as the Engineer may require.

## 2. Compliance with Labour Regulations

During continuance of the contract, the contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law, including rules, regulations, bye laws that may be passed or notification that may be issued under any labour law in further either by the State or Central Government or the local authority.

The contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications by laws/acts/rules/regulations/including amendments, if any on the part of the contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the contractor and the sub-contractor in no case shall be treated as the employees of the Employer at any point of time.

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENT  
ENGAGED IN WORKS.

## a) Workmen Compensation Act, 1923 :-

The act provides for compensation in case of injury by accident arising out of and during the course of employment.

## b) Payment of Gratuity Act, 1972 :-

Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death the rate of 15 days' wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

## c) Employees PF and Miscellaneous Provisions Act, 1952 :-

The Act provides for monthly contributions by the employer and workers @10% or 8.33% or as applicable. The benefits payable under the Act are :

- i. Pension or family pension on retirement or death as the case may be.
- ii. Deposit linked Insurance on the death in harness of the worker.
- iii. Payment of PF accumulated on retirement/death etc.
- d) Maternity Benefit Act, 1951 :-

The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

- e) Contract Labour (Regulation & Abolition) Act, 1970 :-

The Act provides for certain welfare measures to be provided by the contractor to contract labour and in case the contractor fails to provide, the same are required to be provided by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the contractor is required to take license from the designated Officer. The Act is applicable to the establishments or contractor of Principal Employer if they employ 20 or more contract labour.

- f) Minimum Wages Act, 1948 :-

The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employment.

- g) Payment of Wages Act, 1936 :-

It lays as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

- h) Equal Remuneration Act, 1979 :-

The Act provides for payment of equal wages for work of equal nature of Male and Female workers and for not making discrimination against Female employee in the matters of transfers, training and promotion etc.

- i) Payment of Bonus Act, 1965 :-

The Act is applicable to all establishments employing 20 or more workmen. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs. 3500/- per month or less. The bonus to be paid to the employee getting Rs. 2500/- per month to about upto Rs. 3500/- per month, shall be worked out by taking wages as Rs. 2500/- per month only. The Act does not apply to certain establishments. Some of the State Governments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of the Act.

- j) Industrial Disputes Act, 1947 :-

The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or

retrenching the employees or closing down the establishment.

k) Industrial Employment (Standing Orders) Act, 1946 :-

It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the State and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

l) Trade Union Act, 1926 :-

The Act lays down the procedure for registration of trade unions of workmen and employees. The Trade Unions registered under the Act have been given certain immunities from Excavation and criminal liabilities.

m) Child Labour (Prohibition & Regulation) Act, 1986 :-

The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building Industry.

n) Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act, 1997 :-

The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided, certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.

o) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 and the Cess Act of 1996 :-

All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as canteens, First-Aid facilities, Ambulance, Housing accommodation for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

p) Factories Act, 1948 :-

The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

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e-Tender 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**

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

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

[www.coalindiatenders.nic.in](http://www.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/enrolment 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 enrolment 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 enrolment 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 user's responsibility to comply with the system requirements: hardware, software, Internet connectivity at user premises to access the e-Tender portal as mentioned in the home page in the link "Resources Required".

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

- (a). Incorrect use of the e-Tender System, or;
- (b). Internet Connectivity failures in respect of the equipment 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 e-Tender portal.

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

**Amendments to a tender published:**

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

**Special Admonitions for International Use:**

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

**Links:**

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

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

**Miscellaneous:**

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

**Governing Law:**

Terms shall be governed by, and construed in accordance with, Indian law. The parties agree that the principal civil court of the place where the registered office of Coal India/Subsidiary Company is situated shall have non-exclusive jurisdiction to entertain any dispute with Coal India/Subsidiary company. In case of dispute being with a regional Institute of CMPDIL, the 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 computer's hard drive. By enabling this feature, the cookie will remember the data entered by you and next time when you visit this site, the data stored in the cookie will be available in future.

**Security:**

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

**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 pre-defined 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.

**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**

**Reference: Order no. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division**

**Order (Public Procurement No. 1 dtd 23.07.20), Order (Public Procurement No. 2 dtd 23.07.20) & Order (Public Procurement No. 3 dtd 24.07.20)**

- 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 context) means any person or firm or company, including any member of a consortium or Joint Venture (that is an association of several persons, or firms or companies). Every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:-
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s) who whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation -

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

ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (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 percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership;
- V. An Agent is a person employed to do any act for another or to represent another in dealings with third person.
- 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.

#### Model Certificate for Tenders for Works involving possibility of sub-contracting

"I 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 certify that this bidder is not from such a country or if from such a country, has 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 this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by Competent Authority shall be attached.]"

NOTE: In order (Public Procurement No.1) dated 23<sup>rd</sup> 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.

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.

Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the websites of the Ministry of External Affairs.

## ANNEXURES

Annexure-I**PROFORMA FOR LETTER OF BID TO BE ACCEPTED UNCONDITIONALLY BY BIDDER DURING SUBMISSION OF BID ONLINE: (TO BE ACCEPTED THROUGH GTE)****FORMAT OF “Letter of Bid” (for Works & Services Tenders)****LETTER HEAD OF BIDDER (As enrolled on the e-Procurement Portal of CIL)**

To,  
 The Tender Inviting Authority  
 Central Coalfields Limited  
 Jarangdih OCP, Kathara Area.

Sub. : Letter of Bid for the work “\_\_\_\_\_”

Ref. : 1. NIT No.: “\_\_\_\_\_”

Dear Sir,

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

I /We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the bid conditions and bid documents as available in the website/e-Procurement portal, 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, 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 Ltd. shall, without prejudice to any other right or remedy, be at liberty to “cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period 12 months” OR to act as specified in the NIT.

**Annexure-II**

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

FORMAT OF UNDERTAKING

We solemnly declare that:

1. I/We am/are submitting Bid for the work “\_\_\_\_\_” against Tender id No. \_\_\_\_\_, dated \_\_\_\_\_, I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.
3. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
4. I/ We hereby authorize department to seek references / clarifications from our Bankers.
5. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
6. I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time.
7. 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.
09. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues and banning of our firm and all partners of the firm etc as per the tender document.

**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)



Annexure- VII**PROFORMA OF BANK GUARANTEE FOR PERFORMANCE  
SECURITY**

To

.....

.....

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

Between ..... (Name of the company) and ..... (Name of the Contractor)

**WHEREAS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code number)

(address)

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

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

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

Annexure-IXPROFORMA OF JOINT VENTURE AGREEMENT

N.A

Annexure-XPRE CONTRACT INTEGRITY PACT

N.A.

**PROFORMA FOR EXECUTION OF AGREEMENT****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 deposited a sum of Rs..... as Earnest Money 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 and General Technical Specification (Page .... to ...) and Safety Code.
- iii) Schedule-B The probable Quantities and Amount (Page ... to ...)
- iv) Schedule-C Negotiation letters –
- iv) Schedule-D Letter of Acceptance/Work Order (Page .. to ..)
- v) Schedule-E Drawings (Page .. to ..)

3) In consideration for the payment of the sum of Rs .....( W/O Value; both in words and figures ) or such other sum as may be arrived at under the clause of the specification relating to Payment by items measurements at unit prices by the Company, the said Contractor shall, subject to the terms & condition contained herein execute and complete the work as described and to the extent of probable quantities as indicated in Schedule B with such variations by way of alteration, addition to or reduction from the said works.

4) The company has received a sum of Rs ..... towards Performance Security Deposit (1<sup>st</sup> part of Security Deposit) in the form of Demand Draft / Certified Cheque/ B.G./ *other form (details to be furnished)* .

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

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

1 Partner.

Signature

2 Partner

Signature

On behalf of M/S.....

The Contractor, as one of the constituted attorney,

In the presence of –

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

Signature

Address :

Occupation :

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

Signature

a) Name :

Signature

b) Address: .

**Annexure-XIII**

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

**PROFORMA FOR UNDERTAKING**

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

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

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

**OR**

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

- a) Name of the employee
- b) Place of posting
- c) Department
- d) Designation
- e) Type of relation - Wife/Husband/ Father/ Step-Father/Mother / Step-Mother/ Son/Step-son/ Son's wife / Daughter / Daughter's Husband / Brother/ Step-Brother/ Sister / 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 / We .....have 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 relevant provisions of General Terms and Conditions of CMM/MCEW pertaining to arbitration.

**(Applicable in case of Partnership firm/Joint Venture)**

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

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

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

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

**Note:** If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with this Undertaking, a certificate (with UDIN) from the statutory auditor or cost auditor of the

company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content.

**6. 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.

**Note:** Where applicable, evidence of Competent Authority shall be attached along with this Undertaking.

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

**Signature of the Party / Authorised Signatory**