

TENDER DOCUMENT

FOR

FINANCIAL APPRAISAL

OF

REVISED PROJECT REPORT

OF

JARANGDIH OCP (NOMINAL CAPACITY-1.5 MTY&PEAK CAPACITY 1.95MTY)

BY

FINANCIAL INSTITUTION OR REPUTED PROFESSIONAL ORGANISATION

HAVING

EXPERTISE IN THE AREA.



Central Coalfields Limited

(A subsidiary of Coal India Limited)

(A Government of India Undertaking)

Darbhangra House, Ranchi-834029, Jharkhand, India



CENTRAL COALFIELDS LIMITED
DARBHANGA HOUSE, RANCHI- 834029, JHARKHAND.
OFFICE OF THE GENERAL MANAGER (CMC)

TENDER DOCUMENT

NIT No.: GM (CMC)/Fin-Apprl/ Jarangdih OCP /19 / 08

Dated 13.03.2019

<u>NAME OF WORK</u> :-	Financial Appraisal of Revised PR of Jarangdih OCP(Nominal capacity-1.5 MTY & Peak capacity 1.95MTY) with estimated total capital investment Of Rs.410.70 Crores (Departmental Option)/Rs366.30 (Partial outsourcing)/ Rs.318.40 Crores (Outsourcing Option)) (to be updated ,if required), by financial institution or reputed professional organisation having expertise in the area.
Date and time of closing receipt of tenders:	At 3.00 P.M. on 29.03.2019
Date and time of opening the tender:	At 3.30 P.M. on 29.03.2019
Part-I contains	30 pages.
Part-II contains	1 page(s.)

Note: Bidders are advised to check the website of CCL, prior to submission of their offer for amendment, extension, if any.

GENERAL MANAGER (CMC)

Name of the work: Financial Appraisal of Revised Project Report of Jarangdih OCP (Nominal capacity-1.5 MTY & Peak capacity 1.95MTY) with estimated total capital investment Of Rs.410.70 Crores (Departmental Option)/Rs366.30 (Partial outsourcing)/ Rs.318.40 Crores (Outsourcing Option) (to be updated ,if required), by financial institution or reputed professional organisation having expertise in the area. .

NIT No.: GM (CMC)/Fin-Apprl/ **Jarangdih OCP** /19 / 08

Dated13.03.2019

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CENTRAL COALFIELDS LIMITED
DARBHANGA HOUSE, RANCHI- 834029.
OFFICE OF THE GENERAL MANAGER (CMC)
Phone: 0651-2360219, Fax: 0651- 2361120
CCL website:- <http://www.centralcoalfields.in>

NOTICE INVITING TENDER

Ref. No.: GM (CMC)/Fin-Apprl/ **Jarangdih OCP /19 / 08**

Dated 13.03.2019

Sealed tenders are hereby invited by Central Coalfields Limited from reputed, experienced, bonafide & eligible bidders for the work of **Financial Appraisal of Revised Project Report of Jarangdih OCP(Nominal capacity-1.5 MTY & Peak capacity 1.95MTY) with estimated total capital investment Of Rs.410.70 Crores (Departmental Option)/Rs366.30 (Partial outsourcing)/Rs.318.40 Crores (Outsourcing Option))** (to be updated ,if required),, by financial institution or reputed professional organisation having expertise in the area..

S. No	Description	Estimated Cost	EMD	Period of completion
1	Financial Appraisal of Revised PR of Jarangdih OCP(Nominal capacity-1.5 MTY & Peak capacity 1.95MTY) with estimated total capital investment Of Rs.410.70 Crores (Departmental Option)/Rs366.30 (Partial outsourcing)/Rs.318.40 Crores (Outsourcing Option)) (to be updated ,if required), by financial institution or reputed professional organisation having expertise in the area	Rs.45,000.00	Rs.600/-	2(two) months

Central Coalfields Limited intends to appoint financial institution/ reputed professional organization for financial appraisal of Revised Project Report of Jarangdih OCP(Nominal capacity-1.5 MTY & Peak capacity 1.95 MTY) with estimated total capital investment Of Rs.410.70 Crores (Departmental Option)/Rs 366.30 (Partial outsourcing)/ Rs.318.40 Crores (Outsourcing Option)(to be updated ,if required), prepared by Central Mine Planning & Design Institute Ltd. (CMPDIL), a subsidiary Company of Coal India Ltd.

- I. Central Coalfields Limited (A Mini Ratna Company), is a subsidiary Company of Coal India Limited having its Headquarters at Ranchi in Jharkhand. Its coal mines are situated in the state of Jharkhand.
- II. Regional Institute - III of Central Mine Planning & Design Institute Limited, (CMPDIL) Ranchi, a subsidiary of Coal India Limited prepares Detailed Project Report for Central Coalfields Limited.

The Project Report consists of (1) Technical Parameters and (2) Financial Parameters. Technical parameters deal with Coal Reserves, Mine Target, Life of Project, Method of Mining, Safety Measures, Coal Transport, and other related issues.

Financial Parameters deal with Capital required for Land, Plant & Machinery, Heavy Earth Moving Machines, Civil Construction, Mine Development Expenditure, Sales Realisation, related financial analysis, etc.

1. Scope of Work:

The scope of work involves Financial Appraisal of Project Report, prepared by CMPDIL, which will include:-

- (1) Financial appraisal of the Project Report.
- (2) Financial Model to assess the financial viability
- (3) Sensitivity Analysis
- (4) Project Risk with mitigation mechanism
- (5) Presentation and Submission of draft and final Financial Appraisal Report

Brief Head-wise description is given below:-

1.1 Financial appraisal of the Project Report

Financial appraisal would involve evaluation of the Project by alternative option by way of review and scrutiny of the Detailed Project Report to ensure its financial viability.

1.2 Financial Modeling, Factors affecting Project Financial Viability & Resource Requirement:

A detailed computer generated Financial Model would be developed to represent the base case. The factors affecting Financial Viability of project should clearly be spelt out and elaborated. The Appraiser will also formulate the expenditure projection, revenue generation, etc. considering likely realization and estimated outlay of the project under review.

1.3 Sensitivity Analysis:

A full sensitivity analysis will be performed to assess the sensitivity of the base case projections to any macro - economics and operating variables.

1.4 Project Risk with mitigation mechanism:

Risk Analysis would involve identification of various risks associated with the Project and suggest steps to be taken for mitigation of risks.

1.5 Presentation and Submission of draft and final Financial Appraisal Report

First of all draft Financial Appraisal Report shall be submitted, and after presentation and discussion of the draft report, the final Financial Appraisal Report shall be submitted incorporating the suggestion made during the presentation/discussion of the draft Financial Appraisal Report.

The firm will be required to make presentation of Financial Appraisal Report before the CCL Board/ Empowered Sub Committee of CCL Board. For Projects valued more than Rs. 500 crore, presentation of Financial Appraisal Report will also be required before the CIL Board / Empowered Sub Committee of CIL Board.

2. EARNEST MONEY:-

Earnest Money/Bid Security is to be deposited in the form of Certified Cheques/Demand Drafts drawn in favour of "CENTRAL COALFIELDS LIMITED" on any nationalized/scheduled Bank payable at its branch at RANCHI for the amount mentioned in NIT.

Earnest Money can be deposited in the form of Demand Draft (DD)/ Banker's Cheque (BC)/ Banker's pay order (BPO) from any scheduled Bank drawn in favour of "**Central Coalfields Limited**" payable at "**Ranchi**".

Earnest Money can also be deposited through online fund transfer through **RTGS/NEFT** from any schedule bank. Bidder will have to enclose RTGS/NEFT UTR receipt along with bid. The payment made through NEFT/RTGS must be received in CCL designated account before the last date and time of receipt of Earnest Money.

[**Note:** Earnest Money is to be deposited through electronic payment in CCL SBI **account no. 10106155123** maintained at **SBI, CCL Campus Branch, Ranchi** having **IFSC code SBIN0010400.**]

No tender will be considered unless accompanied by earnest money. Earnest money will be retained in the case of successful tenderer and refunded to the unsuccessful tenderers in due course and will not carry any interest. The unsuccessful bidders for this purpose means the bidders who have not qualified for opening of Part II (Price bid) and those who have not emerged as L1 tenderer after opening of Price bid. The earnest money deposited by the successful tenderer will be dealt with as provided in relevant clause of tender document.

3. APPLICATION FEE/ COST OF TENDER DOCUMENT : NIL.

4. AVAILABILITY OF TENDER DOCUMENTS:-

The tender document can be downloaded directly from CCL website <http://www.centralcoalfields.in> from 14.03.2019 to 28.03.2019

[The document should be printed preferably on both sides of sheet in order to save paper and reduce volume.]

5. RECEIPT OF TENDERS

Tenders are to be submitted in the office of the GENERAL MANAGER (CMC), CCL RANCHI up to **3.00 PM on 29.03.2019**

Any bids received after the deadline prescribed above due to any reason will not be accepted.

In the event of the specified date being declared a holiday by the company, the bids will be received up to the appointed time on the next working date.

- 5.1 The tenderer is required to **submit his offer in a single envelope/sealed cover** giving reference to Tender Notice No., date and name of the work containing **offers in two envelopes for Part-I & Part-II and a separate envelop for 'EMD and undertaking'** as specified in the Tender document.

Part-I, Part-II should be in separate sealed covers clearly superscribing as **Part-I, Part-II** and on the respective envelopes giving reference to Tender Notice.

Part-I envelope will comprise of :

- (i) Letter of Bidder submitting the bid in the form as stipulated in contractor's bid,
- (ii) Signed and sealed bid document downloaded from website.
- (iii) Proof of legal status of firm/tenderer
- (iv) Power of attorney in case the tender is signed by the authorized representative of the tenderer.
- (v) Documents pertaining to experience of similar work such as experience certificate, work order etc preferably with details of work, client, value, date of commencement, completion etc. .
- (vi) Proof of Average annual financial turnover during the last three years ending 31st March of the previous financial year.
- (vii) Permanent Income Tax account number.
- (viii) Copy of GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority **OR**

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

- (ix) Declaration regarding authenticity of credentials submitted along with tender in the form of an UNDERTAKING as per ANNEXURE A.
- (x) Format for e-payment (ANNEXURE B).
- (xi) Undertaking regarding banning/de-listing of firm [incorporated in ANNEXURE A]

Part-II of the bid will comprise of price-bid only.

Part-II envelopes will be opened only in respect of such tenders as found eligible after scrutiny of Part-I.

All the envelopes should bear the full name and address of the tenderer in the bottom left hand corner of sealed envelopes and addressed to General Manager (CMC), CCL, Darbhanga House, Ranchi (Jharkhand).

Conditional offers will not be entertained.

6. The bidders will be required to **submit an undertaking** that they will accept the tender documents as available in the website and their tender shall be rejected if any tampering in the tender document is found to be done at the time of opening of tender.

7. VALIDITY PERIOD OF RATES QUOTED /TENDER:-

The rates offered in Part-II should be valid for **four** Calendar months from the date of opening of Part-I of the tender.

8. ELIGIBILITY

Consultant's firm/institution must be registered in India and located in India only. Joint Venture shall be allowed for works with estimated cost above Rs.2 crore.

8.1 Work Experience

The Intending bidder must have in its name or proportionate share as a member of Joint Venture 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) 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.

Similar work means the work of "Financial Appraisal of Revised Project Report with proposed Capital Investment of more than Rs. 150 Crores with Government Organizations/Institutes or reputed Private Limited firms."

Experience for only those works will be considered for evaluation purposes, which match eligibility requirement stipulated above, on or before the eligibility period stated above. The experience of incomplete/ongoing works as on last date of eligibility period will not be considered for evaluation.

In all the above cases, while considering the value of completed works, the full value of completed tender or work be considered whether or not the date of commencement is within the said 7(seven) years period. Cost of previous completed works shall be given a simple weightage of 5% per year to bring them at current price level, while evaluating the qualification requirement of the bidder. Such weightage shall be considered after end date of completion. 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.

Credentials to this effect to be submitted along with the bids.

- (i) For substantiating Past Experience, the bidders should submit documents such as experience certificate, work order, TDS certificate etc preferably with details of work, client, value, date of commencement, completion etc.

8.2 Financial Turnover

Tenderer should have Average annual financial turnover of at least **Rs. 13,500.00/-** (Rs. Thirteen Thousand five hundred only), during the last three years ending 31st March of the previous financial year.

Financial turn over and cost of executed works shall be given a weightage by adding 5% for each completed year (total no. of days/365) after the end date of experience till the last day of month previous to one in which tender has been invited.

9. OPENING OF TENDERS

Part-I of the tenders will be opened in the office of the GENERAL MANAGER (CMC), CCL RANCHI at **3.30 PM on 29.03.2019**

In case numbers of sealed bids received are less than three, the last date of submission will be extended by 48 hours without opening the bid(s). Notice of extension covering the extended availability and submission etc. would be hosted in the web site, preferably on the last date of submission or on the next day. Up to the extended date, if the number of sealed bids received is three or more, bids so received will be opened.

Up to the extended date, if numbers of sealed bid(s) received remains less than three, the extended date will be further extended by 5 days without opening the bid(s). Notice of extension covering the extended availability and submission etc. would be hosted in the Website, preferably on the last date of submission or on the next date.

Bid (s) received up to the second extended date will be opened irrespective of numbers.

In case of any discrepancy between the tender documents downloaded from the website and the master copy available in the office, the latter should prevail and will be binding on the tenderers. No claim on this will be entertained.

Part II of the offer will be opened after ascertaining the eligibility of the valid offers based on the documentary evidence submitted by them and their acceptance by the company's management.

10. TERMS OF PAYMENT;

The payment terms would be as follows:

- ▲ No Advance payment will be made
- ▲ 40 % of fee on submission of Final Appraisal Report
- ▲ 60 % of fee on satisfactory completion of the assignment. [i.e approval of the Final Appraisal Report by CCL Board (and CIL Board if applicable)]

Paying authority will be GENERAL MANAGER (FIN.) CCL, RANCHI.

- 10.1 In addition to above, **out of pocket expenses on travel** (including Lodging, Boarding and local transportation) for the work, if any, would be reimbursed on actual and would be capped at **Rs.75,000.00/-** (Rs seventy five thousand only) except cases covered under clause 10.2. Consent shall be taken from CCL prior to undertaking any travel. Supporting documents are to be provided to CCL along with the invoice for reimbursement.
- 10.2 Subsequent to incurring expenses by successful bidder after prior consent of CCL, In case of postponement of Board meeting or if the Board defers subject agenda due to paucity of time or any other reason, in that case **out of pocket expenses on travel** (including Lodging, Boarding and local transportation) over and above Rs.75, 000=00 shall be admissible on actual basis.
11. CCL shall not be responsible for any consequences due to misprinting or any wrong translation by the newspaper concerned, if applicable. The tenderer should contact the tendering authority and verify facts in case of confusion.
12. Tenderer must have to download the corrigendum, if any, related to this tender which shall be uploaded only on CCL's website www.centralcoalfields.in . Tenderers must go through CCL web site even on last date of availability of tender document.
13. Indian Laws shall only be applicable. Matter relating to any dispute or difference arising out of this tender, shall be subject to the jurisdiction of **Ranchi** Court only.
14. DECLARATION regarding banning/de- listing: The bidders would give a declaration that they have not been banned or delisted by any Government or Quasi Government agencies or PSUs. If a bidder has been banned or delisted by any Government or Quasi Government agencies or PSUs

this fact must be clearly stated and it may not necessarily be a cause for disqualification. If the declaration is not given, the bid will be rejected as non-responsive.

15. The Company is not under any obligation to accept the lowest tender/tenders and reserves the right to reject any or all the tenders without assigning any reasons whatsoever. The Company reserves the right to negotiate with tenderer.
16. Tenderers are required to submit Mandate form, given in the tender document, for e-payment, duly filled and certified by the Banker. **[Bidders are also advised to submit a cancelled cheque of the same account as mentioned in e- mandate submitted by them for early refund of EMD, if required.]**
17. For details tenderers should visit CCL website [http:// www.centralcoalfields.in](http://www.centralcoalfields.in)

General Manager (CMC)

Distribution: -

1. Director (Tech)- OP CCL Ranchi
2. Director (Tech) -P&P, CCL Ranchi
3. CVO, CCL Ranchi
4. TS To CMD, CCL Ranchi
5. GM (P&P), CCL Ranchi
6. Chief Manger (Fin.-P&P) CCL Ranchi
7. CGM/GM CCL: Concerned Area(s).
8. GM (Sales), CCL, Coal Bhawan, I & II Floor, Annex Building, 10 N S Road, Kolkata-700001.
9. GM (System), CCL Ranchi.
10. FM (Cash)/Chief Cashier, CCL Hqtrs, Ranchi
11. Notice Board.

INSTRUCTIONS TO BIDDERS

The Central Coalfields Limited, Office of the General Manager, CMC, Darbhanga House, Ranchi (referred to as Employer in these documents) invites bids for the works as mentioned in the Notice Inviting Tenders (NIT) in two parts. The tenderers should submit tenders for whole works mentioned in the NIT.

1. Scope of Work:

The scope of work involves Financial Appraisal of Project Report prepared by CMPDIL, which will include:-

- (1) Financial appraisal of the Project Report.
- (2) Financial Model to assess the financial viability
- (3) Sensitivity Analysis
- (4) Project Risk with mitigation mechanism
- (5) Presentation and Submission of draft and final Financial Appraisal Report

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Financial appraisal would involve evaluation of the Project by alternative option by way of review and scrutiny of the Detailed Project Report to ensure its financial viability.

1.2 Financial Modeling, Factors affecting Project Financial Viability & Resource Requirement:

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A full sensitivity analysis will be performed to assess the sensitivity of the base case projections to any macro - economics and operating variables.

1.4 Project Risk with mitigation mechanism:

Risk Analysis would involve identification of various risks associated with the Project and suggest steps to be taken for mitigation of risks.

1.5 Presentation and Submission of draft and final Financial Appraisal Report

First of all draft Financial Appraisal Report shall be submitted, and after presentation and discussion of the draft report, the final Financial Appraisal Report shall be submitted incorporating the suggestion made during the presentation/discussion of the draft Financial Appraisal Report.

The firm will be required to make presentation of Financial Appraisal Report before the CCL Board/ Empowered Sub Committee of CCL Board. For Projects valued more than Rs. 500 crore, presentation of Financial Appraisal Report will also be required before the CIL Board / Empowered Sub Committee of CIL Board.

Sealed tenders in prescribed forms and parts with the name of works superscribed Financial Appraisal of Revised Project Report of Jarangdih OCP (Nominal capacity-1.5 MTY&Peak capacity 1.95 MTY) with estimated total capital investment Of Rs.410.70 Crores (Departmental Option)/Rs 366.30 (Partial outsourcing)/ Rs.318.40 Crores (Outsourcing

Option)(to be updated ,if required),, by financial institution or reputed professional organisation having expertise in the area “ shall be received in the office of General Manager (CMC), CCL, Darbhanga House, Ranchi upto 3.00 P.M. on date mentioned in NIT. All tenders will be opened at 3.30 P.M. on date of opening mentioned in NIT in the presence of the attending tenderers or their authorized representatives who wish to be present. Only part-I will be opened on the above date and time.

- 3(a) (i) Proposed contract Tenders should be submitted in the prescribed form and in time.
(ii). Tender document is available on CCL web site <http://www.centralcoalfields.in> which can be downloaded.
However, the Company shall not be responsible for any delay / difficulties / inaccessibility of the downloading facility for any reason whatsoever. The down loading facility shall be available during period of sale of tender document.
- (iii).The Bidders will be required to submit an undertaking that they will accept the tender documents as available in the website and their tender shall be rejected if any tampering in the tender documents is found to be done at the time of opening of tender.
- (iv).There shall be no application fee/ cost of tender document .This clause shall prevail over any text mentioned anywhere in the tender document requiring the cost of Tender Document.
- (v). In case of any discrepancy between the tender documents downloaded from the website and the master copy available in the office, the latter shall prevail and will be binding on the tenderers. No claim on this account will be entertained.

3(b). Any Bids received after the deadline prescribed at Clause 2 above due to any reason whatsoever will not be accepted.

In the event of the specified date for the submission of bids being declared a holiday by the employer, the bids will be received up to the scheduled time on the next working day.

3(c). Tenders thus submitted shall consist of the documents etc. as mentioned in Clause no.5.1 of NIT.

3(d). The tender document in which the tender is submitted by the tenderer shall become the property of the company and the company shall have no obligation to return the same to the tenderer.

3(e).The tender shall be submitted in one envelope for one bidder comprising envelopes of earnest money deposit & undertaking, envelop of Part-I and envelop of Part II (Price bid).

Thereafter, all the three envelopes should be kept in separate sealed covers giving reference to Tender Notice.

Inner envelopes shall be clearly superscribed as Part-I, Part-II and “EMD & Undertaking” on the respective envelopes giving reference to Tender Notice.

Name and address of tenderer should be super scribed on inner and outer envelopes and it should be **addressed to General Manager (CMC), Central Coalfields Limited, Darbhanga House, Ranchi 834029/834001.**

Part-I of the tenders shall be opened on date and time mentioned in the office of General Manager (CMC), CCL, Darbhanga House, Ranchi.

The date of opening of Second envelope or Part-II of the tenders shall be communicated in due course after evaluation of Part-I.

3(f) Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one bid (other than as sub-contractor or in case of alternatives that have been permitted or requested) will cause all the proposals with the bidders, participation to be disqualified.

3(g) A contact person shall be made available/assigned to respond to any query. Detail of contact person to be given as under;

- i) Name of Person -----
ii) Designation -----

- iii) Address -----
- iv) Contact No. Mobile No ----- Tele No -----
- v) Fax No -----
- vi) email Address -----

4. Bid security/earnest money deposit

- A. The bidder shall furnish, as part of his bid, a Bid Security/Earnest Money in the amount shown in NIT for this particular work. Bid Security/EMD will be required to be deposited in the form as mentioned in NIT.
- B. Any Bid not accompanied by an acceptable Bid Security / EMD shall be rejected by the Employer as non-responsive.
- C. The Bid Security / EMD of the unsuccessful Bidder shall be refunded. The unsuccessful bidder for this purpose means the bidders who have not qualified for opening of Part-II (price Bid) and those who have not emerged as L-1 tenderer after opening of Price Bid.
- D. The Bid Security / EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/Security Deposit.
- E. The Bid Security / Earnest Money may be forfeited:
 - if the Bidder withdraws the Bid after Bid opening during the period of Bid validity ; or
 - in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - sign the Agreement: or
 - furnish the required Performance Security / Security Deposit.
- F. The Bid Security / EMD deposited with the Employer will not carry any interest.

5. Banned or delisted Tenderers/Bidders:

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

- 6. Every tenderer is expected, before quoting his rates, to go through the requirements of the proposed work.
- 7(a). Corrections where unavoidable, shall be made by crossing out and rewriting duly authenticated with full signature and date by tenderer. Erasing or overwriting on the tender documents may disqualify the tenderer.
- (b). The tender shall be submitted in English only.
- (c). 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 and liable for those costs.

The tenderer shall closely study the scope of work in detail which govern the rates for which tenders are being submitted.

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

completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

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

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

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 bidder/contractor.

However, in case contractor is GST unregistered bidder/dealer in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on 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.

9. CURRENCIES OF BID AND PAYMENT

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

10. Bid validity

10.1 Bid shall remain valid for a period not less than **four (4) calendar months** from the date of opening of Part-I of the tender. A bid valid for a shorter period shall be rejected by the Employer.

10.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The 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.

11. The work should be completed within **two (2) months** from the expiry of Ten (10) days from the issue of letter of acceptance of tender/ work order or from forwarding of Project Report (PR) with updated cost estimate to the agency, whichever is later.

12. 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 tenderers or accept the tender in part and not in entirety.

13. Eligibility:

. The tenderer(s) will give adequate evidence of experience in doing similar works and financial capacity to complete the work in time.

a. Work Experience

Refer relevant clause of NIT.

b. Financial Turnover

Refer relevant clause of NIT.

Consultant's firm/institution must be registered in India and located in India only.

The tenderer (s) should also state what technical/ supervisory personal he/they would be employing for carrying out the work.

14. Full information should be given by the tenderer in respect of following:-

- (i) If an individual : Full name .
:Postal address.
:Place of business.
 - (ii) If proprietary firm : Full name of the proprietor,
: Full Postal address of the firm/ Proprietor.
 - (i) If a partnership firm :Full name of the partners.
:Full postal address of the firm and the partners
:Registration of firm
 - (iv) In case of company : Date and place of registration.
: Memorandum of articles of Association
: Name of all Directors.
: Full postal address of the registered office and all the directors
16. 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 breach of Contract.

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

18(a). Every Tenderer will have to submit a declaration in support of the authenticity of credentials submitted by him along with the Tender in the form of an UNDERTAKING as per the format provided (Annexure- A)

18(b). If the tenderer deliberately provides wrong information or submits false credentials in support of his qualifications, the Company reserves the right to terminate / rescind the contract, forfeit the EMD and other dues of the contractor and to take any other action as may be deemed fit.

19. An intending tenderer, after obtaining tender documents, having doubts as to meaning of any part of the tender documents may submit to the official inviting tender a written request for interpretation or clarification thereof. Any interpretation or clarification of the tender documents by formal addendum, if issued by the official inviting tender, shall be final and valid and binding on the company and the tenderers.

20. On receipt of the letter of acceptance the tender issued by the company, the successful tenderer shall execute/ accept contract agreement/work order in company's prescribed form for the due fulfillment of the contract. Failure to enter into the required contract/ accept the work order issued by the company within the specified period in the work order shall entail cancellation of letter of acceptance of tender/work order and forfeiture of the earnest money. The written contract/work order to be entered into between the tenderer and the company shall be the foundation of the right of both the parties and the contract shall not be deemed to be executed until the contract work order is signed/accepted by both the parties i.e. contractor and the company.

21. The company reserves the right to postpone the date of receipt and opening of tender or to cancel the tender without assigning any reason whatsoever.

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

23. This detailed tender notice shall be deemed to be part of the Contract Agreement/ Work Order.

24. No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rates jobs is permissible with the prior approval of the department.
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.
25. Verification of bids: To assist in the examination, evaluation and comparison of Bids, the Employer may, at the Employers discretion ask any Bidder for clarification of Bidder's Bid including breakdowns of unit rates. The request for clarification and the response shall be in writing.
EVALUATION AND COMPARISON OF BIDS:
Bid evaluation shall be done after taking into consideration overall quoted price by the bidder and effect of Goods and Services Tax (GST), GST Compensation Cess etc. as applicable. L1 will be decided on the basis of cost to company.
26. Employer's right to accept any bid, negotiate and to reject any or all bids: 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 on the grounds for the Employer's action.
27. Process to be confidential: Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his bid.
28. Acceptance of Offer:
Letter of Acceptance is an acceptance of offer by the company and it need not be accepted by the tenderer. But the tenderer should acknowledge the receipt of the order within 15 days of mailing of work order and any delay in acknowledging the receipt will be treated as breach of contract and compensation for the loss caused by such breach will be declared by the company by forfeiting EMD/Bid bond.
29. In case the bidder/tenderer enters into any litigation, such action should be taken in a Court of Law at Ranchi.
30. Tenderer should submit mandate for e-payment,(Annexure- B) signed and certified by their banker .

GENERAL TERMS AND CONDITIONS

1. Definitions :

- ii) **"Employer or Company"** means the CENTRAL COALFIELDS LIMITED, who will employ the Consultant/contractor, represented by the appropriate authority. Central Coalfields Limited is a subsidiary of Coal India Limited (CIL).
- iii) **Principal Employer** means the Coal India Limited or CENTRAL COALFIELDS LIMITED or the officer nominated by the Company to function on its behalf.
- iv) The word "**Agency/Tenderer/Firm/Contractor/Consultant**" wherever occurs means the successful tenderer/tenderers 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 of the successors and permitted assignees of such individual, firm or company, as the case may be.
- iv) **"Accepting Authority"** shall mean the management of the Company and includes an authorized representative of the Company or any other person or body of persons empowered in this behalf by the company.
- v) **"Engineer-in-charge"**/Designated Officer-in-charge for this contract will be GM (P&P), CCL, Ranchi, who will be responsible for supervising and administering the contract.
- vi) The **"Contract"** shall mean the notice inviting tender, the tender as accepted by the Company, the work order issued to the contractor, and the formal contract agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions special conditions, if any, scope of work, frozen terms and conditions/technical parameters/scope of work and revised offer, if any, specifications, drawings including those to be submitted during progress of work, schedule of quantities with rate and amounts.
- vii) A **"Day"** shall mean a day of 24 hours from midnight to midnight.
- viii) The **"work"** shall mean the works required to be executed in accordance with the contract/work order or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Engineer In charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- ix) In the case of turnkey contracts the total sum for which tender is accepted by the company.
- x) **"Written notice"** shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in persons 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 to the last business address known to him who gives the notice.
- xi) **"The 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.
- xii) **"Department"** means the Projects & Planning department, Central Coalfields Limited, represented by the appropriate authority.
- xiii) **"Act of insolvency"** means as it is designed by Presidency Town Insolvency Act or Provincial Insolvency Act or any act amending such originals.
- xiv) The words indicating the singular only also include the plural and vice – versa where the context so requires.

- xv) **Sub contracting:** If a contractor submits its bid qualifies and does not get the contract because of his not being the lowest tenderer, he will not be permitted to work as sub-contractor for the contractor who is executing the contract.

2. Contract Documents:

The following documents shall constitute the contract documents:

- i) Notice inviting Tender/ Tender Notice.
- ii) Articles of Agreement /Letters of acceptance of Tender /Work Order.
- iii) Instructions to Bidders
- iv) General Terms and Conditions of Contract/Commercial Terms and Conditions of Contract.
- v) Additional terms and Conditions of Contract, if any,
- vi) Scope of work
- vii) Bill of quantities and price
- viii) Work programme.

2.1 The Tenderer/bidder shall enter into and execute contract agreement in the prescribed form. The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/ agreements shall be prepared and signed by both the parties. One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the company. For any additional copies required by the contractors the price to be charged would be that of the cost of the Tender Document (Application fee).

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

The tenderer shall keep copy of these documents on the place of work in a proper manner so that these are available for inspection at all reasonable times by the Engineer - In charge /his representative or any other officials authorized by the company for the purpose.

1.2 The contract document shall not be used by the bidder 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 Price Bids of the tenderers will have no condition. **The Price Bids which are incomplete and not submitted as per instructions given in the Tender Document will be rejected.**

3. Discrepancies in contract documents and Adjustment thereof:

3.1 In the event of varying or conflicting provision in any of the documents forming part of the contract, the Accepting Authority's decision / clarification shall hold good with regards to the intention of the document or contract as the case may be.

3.2 Any error in description or rate in scope of work or any omission there from shall not vitiate the contract or release the contractor from discharging his obligation under the contract including execution of work .

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

- a) Discrepancy between description in words and figures, the rate which corresponds to the amount worked out by the contractor shall be taken as correct,
- b) Discrepancy in the amount quoted by the contractor due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.
- (c) When the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or words, then the rates quoted by the contractor in words shall be taken as correct.

(d) Discrepancy in totaling or carry forward in the amount quoted by the contractor shall be corrected.

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

4. Security Deposit :

Security deposit should be 10% of the contract amount and should be submitted within **28** days of receipt of LOA by the successful bidder in any form given below;

- Govt. Securities, FDR or any other form of deposit stipulated by the owner
- Demand draft drawn in favour of “**Central Coalfields Limited**” on any National /Scheduled Bank payable at its branch at **Ranchi**.

The bid security (EMD) deposited in the form of Demand draft shall be adjusted against the security deposit.

The Security Deposit shall bear no interest.

On completion of the entire work and issue of completion certificate by the engineer-in-charge the security deposit shall be refunded.

5.0 Completion Period: Completion period of the work shall be **2 (two) months** from the date of commencement of the work. The work shall be deemed to have commenced on the expiry of 10(ten) days from the issue of Letter of Acceptance of tender/work order to the agency or from forwarding of Project Report (PR) with updated cost estimate to the agency, whichever is later. However, payments will be made as per the “Terms of the payment”.

6.0 Completion Schedule of the work: Completion Schedule of the work shall be as follows:

- i. Submission of Draft Financial Appraisal Report to CCL: **30 (thirty) days** from the date of commencement of work.
- ii. Submission of Final Financial Appraisal Report incorporating the suggestions, if any, made during presentation and discussion of the Draft Financial Appraisal Report: **45 (forty five) days** from the date of commencement of the work.
- iii. Presentation of Financial Appraisal Report before the Empowered Sub-Committee of CCL Board for projects/CCL Board (and CIL Board/ Empowered Sub-Committee of CIL Board for projects, if applicable): **As per instruction of CCL.**

If required suitable modification as per the directive of the authority where the report is presented, should be done by the tenderer, and the modified Financial Appraisal Report to be submitted by the tenderer to the company incorporating the modifications.

7.0 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.

Immediately after the contract is executed/the work order is issued, the Engineer In charge and the contractor shall agree upon a detailed time and progress chart prepared based on BAR CHART/ PERT CPM techniques on the basis of a schedule for the said scope of work submitted by the tenderer at the time of executing contract showing the order in which work is proposed to be carried out within the time specified in the contract document / work order.

For the purpose of this detailed time and progress chart, the work shall be deemed to have commenced on the expiry of 10(ten) days from the issue of Letter of Acceptance of tender/work order to the agency or from forwarding of Project Report (PR) with updated cost estimate to the agency, whichever is later.

7.1 If the tenderer, without reasonable cause or valid reasons commits default in commencing the execution of the work within the aforesaid time limit, the company shall without prejudice to any

other right or remedy, be at liberty, by giving 15 days notice in writing to the tenderer to commence the work, to forfeit the Earnest Money deposited by him and to rescind the letter of acceptance of Tender/work order.

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

7.2.1 The Company, if satisfied, that the works can be completed by the tenderer 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 being granted with L.D, the company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the tenderer as agreed damages equivalent to half percent of the contract value of the works for each week or part of the week subject to a ceiling of 10% of the contract price.

7.2.2 The Company, if not satisfied that the works can be completed by the tenderer and in the event of failure of the agency 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.

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

7.2.4 In the event of such termination of the contract as described above, the company, shall be entitled to recover L.D upto ten percent (10%) of the contract value and forfeit the security deposit made by the agency besides getting the work completed by other means at the risk and cost of the agency.

7.2.5 (a)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

OR

(b) If the progress of the work or of any portion of the work is unsatisfactory, the Engineer In charge shall be entitled, after giving the contractor 15 days notice in writing, to employ another Agency for executing the job or to carry out the work departmentally either wholly or partly debiting the tenderer with the cost involved in engaging another Agency or the cost involved in executing the work departmentally, as the case may be. The certificate to be issued by the Engineer In charge for the cost of the work so done shall be final and conclusive and the extra cost, if any, shall be borne by the contractor.

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

(a) **Force Majeure:** (i) Natural phenomena, including but not limited to abnormally bad weather, un-precedent flood and draught, earth -quakes and epidemics.

ii) Political upheavals, civil commotion, strikes, lockouts, acts of any Govt. (domestic /foreign) including but not limited to war properties, quarantine embargoes.

The successful bidder/tenderer 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.

(b) Delay on the part of tenderer or tradesman engaged by the company not forming part of the contract, holding up further progress of work.

(c) Any other causes which, at the sole discretion of the company, is beyond the control of the agency.

The firm/agency 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 tenderer in writing by the company through the Engineer In-charge within 1 (one) month of the date of receipt of such request.

7.2.7 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 of time, the tenderer can not challenge the soundness of the opinion by reference to arbitration.

The opinion of the Engineer In charge that the period of Extension granted by him is proper or necessary is not however final. If the tenderer feels that the period of Extension granted is inadequate he can appeal to the Director (Per)/CMD of the company for consideration on the question whether the period of extension is or is not proper or necessary.

7.2.8 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.

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

In case the agency/bidder does not apply for grant of extension of time within 15 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 agency/bidder 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 agency/bidder shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer In charge.

8. Payments:

The payment terms would be as follows:

- No Advance payment will be made
- 40 % of fee on submission of Final Appraisal Report
- 60 % of fee on satisfactory completion of the assignment. [i.e approval of the Final Appraisal Report by CCL Board (and CIL Board if applicable)]
- Paying authority will be GENERAL MANAGER (FIN.) CCL, RANCHI.
- However the bill shall be submitted to the General Manager(P&P), CCL, Ranchi

➤ In addition to above **out of pocket expenses on travel** (including Lodging, Boarding and local transportation) for the work, if any, would be reimbursed on actual and would be capped at Rs75,000.00/- (Rupees seventy five thousand only). Consent shall be taken from CCL prior to undertaking any travel. Supporting documents are to be provided to CCL along with the invoice for reimbursement.

[Note: To be read along with clause 10.1 and 10.2 of NIT]

8.1. The company reserves the right to recover/enforce recovery or 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.

8.2 All the payment shall be made in INR through electronic fund transfer (electronic mode).

9. Termination, suspension, cancellation 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, if the tenderer:

(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

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.

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

a) If the tenderer 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 of 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 tenderer 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 reorganisation, 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 tenderer 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 tenderer 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.

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

a) To carry out the incomplete work by any means at the risk and cost of tenderer/bidder.

b) To determine the amount to be recovered from the bidder for completing remaining work or in the event the remaining work is not to be completed the loss/damage suffered, if any by the company after giving credit for the value of the work executed by the tenderer/bidder up to time of cancellation less on A/c payment made till date and value of contractor's materials, plant, equipments etc taken possession of after cancellation.

c) To recover the amount determined as above, if any, 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 called upon to pay the same on demand. 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 clause 10.1(d) of the contract.

c) To give the tenderer/bidder or his representative on the work 7 (seven) days notice in writing for taking final measurement for the work executed till the date for cancellation or termination of the contract. The Engineer In charge shall fix the time for taking such final measurement and intimate the tenderer/bidder 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 tenderer/bidder shall be deemed to have waived all claims regarding above measurements and any claim made thereafter shall not be entertained.

9.3 Suspension of work :

i) The company shall have power to suspend the work or any part thereof and the Engineer In charge may direct the contractor in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the contractor, or for proper execution of work for reasons other than any default on part of the contractor or on ground of safety of the work.

ii) In the event of suspension for reasons other than any default on the part of the contractor, extension of time shall be allowed by the company equal to the period of such suspension and the contractor shall properly protect and secure the works to the extent necessary during such suspension.

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

9.4 The work shall throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor. In the event of termination or suspension of the contract, on account of default on the part of the contractor, as narrated hereinbefore, the security deposit and other dues of this of work or any other work done under this company shall be forfeited and brought under the absolute disposal of the company provided that the amount so forfeited shall not exceed 10 (Ten) percent of the contract value.

9.5 Foreclosure of contract. :

If at any time after acceptance of the tender the company decided to abandon for any reason whatsoever the company, through its Engineer in-charge, shall give notice in writing to that effect to the contractor. In the event of abandonment the company shall be liable: -

a) To pay reasonable amount assessed and certified by the Engineer In charge of the expenditure incurred. if any, by the contractor on preliminary works .

9.5.1 The tenderer/bidder shall, if required by the Engineer In charge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable Engineer In charge to assess the amounts payable.

10. Completion certificate.

The engineer-in-charge will be authorized to issue the completion certificate after satisfying the work as mentioned in the scope of work is completed in all respects.

11. The tenderer/bidder shall intimate the Engineer In charge in writing the names, qualifications, experience and full postal address of each and every technical person employed by him.

12. The contractor/contractors shall employ only competent, skilful and orderly men to do the work. The Engineer in charge shall have the right to ask the contractor/contractors to remove from the work site any men of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within three hours of such orders.

13. Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety required or recommendation by all applicable laws, codes, statutes and regulations will be observed. In case of accidents, he / they shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force, and shall indemnify the company against any claim on this account.

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

15. The contractor/contractors shall familiarize themselves with and be governed by all laws and rules of India and Local Statues and orders and regulations applicable to his/their work.

16. 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 agreement.

17. All duties, taxes (excluding Goods and Services Tax (GST) and GST Compensation Cess (if applicable) only) and other levies payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All investments, operating expenses, incidentals, overheads etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total bid price submitted by the bidder.

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

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

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

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

18. 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.

19. The work shall not be sublet to any other party, unless approved by Engineer-in-charge, in writing.

20. The contractor/contractors shall not pay less than the minimum wages to the laborers engaged by him / them as per minimum Wages Act or such other legislation or award or the minimum wages fixed by the respective State Government as may be in force. The Contractor / Contractors shall make necessary payment of the Provident Fund for the workmen employed by him for the work as per the laws prevailing under provision of CMPF and Allied Schemes and Miscellaneous Provisions Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be.

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

22. 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 be at his own cost repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the contract and instructions of the Engineer-in-charge if any:

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

b. The contractor shall ensure that the insurance policy / policies are kept alive till full expiry of the contract by timely payment of premiums and shall not be cancelled without the approval of the

company and a provision is made to this effect in all the policies, and similar insurance policies are also taken by his sub-contractors if any. The cost of premiums shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.

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

23. SETTLEMENT OF DISPUTE

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

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

Effort shall be made to resolve the dispute in two stages

In first stage dispute shall be referred to Area CGM/GM (in this case GM, P&P). 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 the differences still persist, the settlement of the dispute shall be resolve in the following manner:

Disputes relating to the commercial contracts with Central Public Sector Enterprises / Govt. Departments (except Railways, Income Tax, and 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 ARBTTRATTON AND CONCILIATION ACT, 1996 as amended by AMENDMENT ACT of 2015).

23A. Settlement of Disputes through Arbitration:

If the parties fail to resolve the dispute/differences by the in house mechanism, then, depending on the position of the case, either the employer/owner or the contractor shall give notice to the 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 23.

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

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

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

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

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

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

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

Contracts with Partnership firm/Joint Venture/Consortium:

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

FORMS OF BID

(ANNEXURE A)

7.1 PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY BIDDER/S (ON BIDDER'S LETTER HEAD) FOR GENUINENESS OF THE INFORMATION FURNISHED ONLINE AND AUTHENTICITY OF THE DOCUMENTS UPLOADED ONLINE IN SUPPORT OF HIS ELIGIBILITY :

FORMAT OF UNDERTAKING

- I / We,, Proprietor/Partner/Legal Attorney/Director/ Accredited Representative of M/S., solemnly declare that:
1. I/We am/are submitting Bid for the work.....against NIT No/Tender ID..... Dated..... and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
 2. I / Our Partners/Directors don't/doesn't have any relative as employee of Central Coalfields Limited.
 3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.
 4. All copy of documents, credentials and documents submitted along with this Bid are **genuine, authentic, true and valid.**
 5. I/ We hereby authorize department to **seek references / clarifications from our Bankers.**
 6. I/We hereby undertake that we shall register and obtain license from the competent authority under the **Contract Labour (Regulation & Abolition Act)** as relevant, if applicable.
 7. *I/We hereby confirm that we have **registration with CMPF / EPF Authorities.** We shall make necessary payments as required under law. **Or**
*I/We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF / EPF authorities, if applicable. We shall make necessary payments as required under law.
 8. *I/We have **not been banned or delisted** by any Govt., or Quasi Govt. Agencies or PSUs(In case of JV, all partners are covered). **Or**
*I / Wehave been banned by the organization named “ _____ ” for a period of..... year/s, effective from to.....(in case of JV, name(s) of the JV Partner(s)).
 9. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/ delisting of our firm and all partners of the firm from participating in future tenders for a minimum period 12 months.
 10. I/We undertake to have consented to the arbitration clause/provisions in bid document regarding arbitration.
 11. I / We hereby declare that I shall/we will accept the Bid documents as available in the website and our Bid shall be rejected if any tampering in the Bid document is found to be detected at the time of opening of Bid or at any time thereafter and in such case department shall be free to take appropriate action as it deems fit.

In case of missing pages, I shall / We will abide by the terms and conditions of the original Bid document as hoisted in the website of the company.

Signature and seal of bidder

[In case of Partnership firm/Joint Venture/Consortium, the undertaking shall be signed by all the partners/members of Partnership firm/Joint Venture/Consortium]

* Delete whichever is not applicable.

**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. 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)

7.3 PROFORMA FOR CONTRACTOR'S BID AND ACCEPTANCE OF BID CONDITIONS

To :

Sub : BID for the Work _____

NIT No.:.....**dated**.....

Dear Sir,

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

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

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

I/We hereby offer to execute the work and 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 28 days of issue of letter of acceptance and commence the work within 30 days of issue of letter of acceptance. In case of our failure to abide by the said provision CIL/Subsidiary shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period 12 months.

Yours faithfully,

Signature of Bidder

[NOTE: In case of
Joint venture- the affidavit shall be signed by all the members of JV
Consortium - the affidavit shall be signed by lead member of the consortium]

7.4 Undertaking Regarding Downloaded Tender

This is to certify that the tender document is downloaded from website **www.centralcoalfields.in** / **www.eprocure.gov.in** and has not been tampered.

I/We undertake that I/We accept the tender document as available in the website and my/our tender shall be rejected if any tampering in the tender document is found to be done at the time of opening of tender.

Further, if there is any discrepancy, the tender document duly signed and approved by competent authority available with Contract Management Cell, CCL, Darbhanga House, Ranchi will be final.

Signature of the proprietor/
Partner/ director/ tender with stamp of the firm

7.5 Proforma for Execution of Agreement

This Agreement is made onday ofbetween the CENTRAL COALFIELDS LIMITED (A Subsidiary of Coal India Limited), having its registered office at Ranchi (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) Shri / M/scarrying on business as a (partnership / proprietorship / company etc.) firm under the name and style of the other part (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 the tenders for the work of “.....”and whereas the said Contactor / 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 annexures 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 no. to)
 - (ii) Schedule –A General Terms & Conditions, Special Conditions and General Technical specification(Page ... to....)
 - (iii) Schedule-B Scope of work (Page.. to....)
 - (iv) Schedule-C Negotiation letters
 - (v) Schedule-D Letter of Acceptance / Work order (Page ... to ...)
3. In consideration for the payment of the sum of Rs(Value of work 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 bidder shall, subject to the terms & condition contained herein execute and complete the work as described and to the extent of probable scope of work as indicated in Schedule-B with such variations by way of alteration, addition to or reduction from the said works.
4. IN WITNESS WHEREOF THE parties herein have set their hands and seals the date and year above written.

1. Partner Signature

2. Partner Signature

On behalf of M/s,

The Contractor, as one of the constituted attorney,

In the presence of -

1. Name ----- Signature

Address :

Occupation :

Signed by Sri on behalf of Signature
CCL

In presence of

1. Name Signature

2. Address:

Part-II (Price-Bid)

Name of Work: “Financial Appraisal of Revised Project Report of Jarangdih OCP (Nominal capacity-1.5 MTY & Peak capacity 1.95MTY) with estimated total capital investment Of Rs.410.70 Crores (Departmental Option)/Rs 366.30 (Partial outsourcing)/ Rs.318.40 Crores (Outsourcing Option) (to be updated ,if required), by financial institution or reputed professional organisation having expertise in the area.”

S.No	SCOPE OF WORK	Fee (INR) for total job as per scope of work
1.	<u>Financial appraisal of the Revised Project Report</u> Financial appraisal would involve evaluation of the Project by alternative option by way of review and scrutiny of the Revised Project Report to ensure its financial viability.	}
2.	<u>Financial Modeling, Factors affecting Project Financial Viability & Resource Requirement:</u> A detailed computer generated Financial Model would be developed to represent the base case. The factors affecting Financial Viability of project should clearly be spelt out and elaborated. The Appraiser will also formulate the expenditure projection, revenue generation, etc. considering likely realisation and estimated outlay of the project under review.	
3.	<u>Sensitivity Analysis :</u> A full sensitivity analysis will be performed to assess the sensitivity of the base case projections to any macro - economics and operating variables.	
4.	<u>Project Risk with mitigation mechanism :</u> Risk Analysis would involve identification of various risks associated with the Project and suggest steps to be taken for mitigation of risks.	
5.	<u>Presentation / Submission of Financial Appraisal Report</u> First of all draft Financial Appraisal Report shall be submitted, and after presentation and discussion of the draft report, the final Financial Appraisal Report shall be submitted incorporating the suggestion made during the presentation/discussion of the draft Financial Appraisal Report. The firm will be required to make presentation of Financial Appraisal Report before the CCL Board/ Empowered Sub Committee of CCL Board (and CIL Board/its empowered sub-committee, if applicable).	

[Instruction to tenderers:

1. The rates should include all duties, taxes, other incidentals, overheads but **excluding GST as applicable** & excluding expenses mentioned at sl. 2 below.
2. Out of pocket expenses on travel (including Lodging, Boarding and local transportation) for the work, if any, would be reimbursed by CCL on actual as per clause 10.1 & 10.2 of NIT)]

DATE:

Tenderer

Signature & Seal of