

BID DOCUMENT

FOR

Hiring of HEMM for OB removal of AKK-OCP mine , B&K Area as Limited Tender



CENTRAL COALFIELDS LIMITED

(A Subsidiary of Coal India Limited)

Office of the General Manager

B&K Area, Kargali

PO: Bermo Dist: Bokaro, 829104.

Coal India

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 	CCL CENTRAL COALFIELDS LIMITED <i>(A Miniratna Subsidiary Company of Coal India Limited)</i> Office of the General Manager B&K Area ,Kargali ,PO:Bermo ,Dist: Bokaro,829104 Ph: 06549-220258, Fax: 06549-220938. Email : hodbnk@centralcoalfields.in/sominbnk@centralcoalfields.in Website http://www.centralcoalfields.in
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e- LIMITED TENDER NOTICE

NIT No. GM (B&K)/SO (M)/CT/OBR/KONAR/11

Dated: 26.12.2016

Digitally signed and encrypted e-Limited Tenders are invited on-line on the website <https://coalindiatenders.nic.in> from the eligible Bidders having **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, for the following work of:

"Hiring of HEMM for removal of OB including blast hole drilling ,blasting,excavation, loading and trasportation of all kind of soil rocks,broken rocks ,hard rocks ,extraneous material including mixed soil ,mixed hard soil,clay soil ,pebbles,stone etc. and dumping outside the working zone ,including spraying at haul road ,face and dump yard,dozing etc. at the dump yard the job involves making access trench /haul roads with dozing ,grading,maintanace and water sprinkling as may be required ,face pumping for exevator operation as per instruction of engineer In-charge of AKK OCP mine of the B&K Area in respect of KONAR outsourcing patch ."

Description of work	Distan ce (In Km)	Quantity (In Te)	Estimated Cost of work (in ₹) (excluding service tax)	Earnest Money (EMD) (In ₹.)	Period of completion in days
Hiring of HEMM for removal of OB including blast hole drilling ,blasting,excavation, loading and trasportation of all kind of soil rocks,broken rocks ,hard rocks ,extraneous material including mixed soil ,mixed hard soil,clay soil ,pebbles,stone etc. and dumping outside the working zone ,including spraying at haul road ,face and dump yard,dozing etc. at the dump yard the job involves making access trench /haul roads with dozing ,grading,maintanace and water sprinkling as may be required ,face pumping for exevator operation as per instruction of engineer In-charge of AKK OCP mine of the B&K Area in respect of KONAR outsourcing patch. Average lead : 1.498KM & 2.232KM	1-2KM	2,44,000.00	2,44,63,680.00(Rupees Two crore forty four lakh sixty three thousand six hundred and eighty only)	2,44,700.00(Two lakh forty four thousand seven hundred only)	3months(90 days)
	2-3KM	113000.00			

Note: 1.The bid documents will also be available on our website www.centralcoalfields.in, and govt. website www.tenders.gov.in / www.eprocure.gov.in and can be downloaded by the bidder up to the bid submission end date. There is no application fee.

2. The estimated cost is based on base diesel price of **Rs 49.80/Ltr.**

3. Reverse Auction in Tender(s) is applicable for estimated cost of work equal to or more than Rs. 1.00 Crore.

2.1 TIME SCHEDULE OF TENDER :

SL No	Particulars	Date (DD/MM/YYYY)	Time (HH:MM)
1	Tender e-Publication date	26.12.2016	18:00 HRS
2	Document download start date	26.12.2016	18:00 HRS
3	Document download end date	11.01.2017	11:00HRS
4	Bid Submission start date	27.12.2016	10:00 HRS
5	Bid submission end date	11.01.2017	11:00 HRS
6	Start date for seeking Clarification on-line	27.12.2016	10:00 HRS
7	Last date for seeking Clarification on-line	03.01.2017	17:00HRS
8	Bid Opening date	12.01.2017	11:00 HRS
9	Expected date & time of Reverse Auction (if applicable)	12.01.2017, 13:00 HRS	

Note: The Corrigendum Notice, if any will be published in e-procurement portal only.

For detailed e-tender notice and online submission, visit <https://coalindiatenders.nic.in>

Staff Officer (M), B&K Area

Copy to:

1. Director (T) Op./D(T)P&P/D(F) CCL, Ranchi
2. CVO, CCL, Ranchi
3. TS to CMD, CCL.
4. GM(O)/ GM(F)-Opn
5. GM(CMC),CCL,Ranchi
6. GM All Areas of CCL
7. GM (System), CCL (along with CD) –with request to upload Bid Document on Websites as per norms.
8. AFM, B&K Area/AAO, Kargali
9. All Project Officers B&K Area
10. Office Copy.

 	CCL CENTRAL COALFIELDS LIMITED <i>(A Miniratna Subsidiary Company of Coal India Limited)</i> Office of the General Manager B&K Area ,Kargali ,PO:Bermo ,Dist: Bokaro,829104 Ph: 06549-220258, Fax: 06549-220938. Email: : hodbnk@centralcoalfields.in / sominbnk@centralcoalfields.in Website http://www.centralcoalfields.in
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Description of work	Distance (In Km)	Quantity (In Tons)	Estimated Cost of work (in ₹) (excluding service tax)	Earnest Money (EMD) (In ₹.)	Period of completion in days
Hiring of HEMM for removal of OB including blast hole drilling ,blasting,excavation, loading and transportation of all kind of soil rocks,broken rocks ,hard rocks ,extraneous material including mixed soil ,mixed hard soil,clay soil ,pebbles,stone etc. and dumping outside the working zone ,including spraying at haul road ,face and dump yard,dozing etc. at the dump yard the job involves making access trench /haul roads with dozing ,grading,maintenance and water sprinkling as may be required ,face pumping for excavator operation as per instruction of engineer In-charge of AKK OCP mine of the B&K Area respect of KONAR outsourcing patch. Average lead : 1.498KM & 2.232KM	1-2KM	2,44,000.00	2,44,63,680.00(Rupees Two crore forty four lakh sixty three thousand six hundred and eighty only)	2,44,700.00(Two lakh forty four thousand seven hundred only)	3months(90 days)
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Note: 1.The Corrigendum Notice, if any will be published in e-procurement portal only.

2. For detailed e-tender notice and online submission, visit <https://coalindiatenders.nic.in>

The company reserves the right to extend the date of submission and opening of bid or to cancel the bid without assigning any reason whatsoever. Any addendum/corrigendum/date extension etc. in respect of above tender will be published in e-procurement portal only. Bidders are therefore requested to visit our website regularly to keep themselves updated.

1.DEPOSIT OF EARNEST MONEY/BID SECURITY

The bidder will have an option for submitting 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. In case of payment through net-banking the money will be immediately transferred to account designated for the purpose. In case of payment through NEFT/RTGS the bidder will have to make payment as per the Challans generated by system on e-Procurement portal and will have to furnish online the UTR Numbers before submission of bid. Bidder will be allowed to submit his/her bid only when the EMD is successfully received in CCL's designated account and the information flows from Bank to e-Procurement system.

Earnest Money / Bid Security shall bear no interest.

SYSTEM OF ONLINE COLLECTION AND AUTO RESETTLEMENT / REFUND OF EMD:

- 1.EMD will be collected centrally at one account at CCL HQ viz. Pool Account.
- 2.Bidder will be allowed to submit his/her bid only after his/her EMD is received by CIL/Subsidiary.
- 3.EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the bidders whose EMD is to be forfeited). Refund will be made by an automatic process triggered by

the online rejection of bids by the system/evaluator. The bidders should be given enough precaution in the NIT that bidder should make payment from their own account and any claim for non-receipt of the refund in any account other than the one from which payment of EMD is made, will not be entertained.

- 4.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 e-payment as per manual system.
- 5.At appropriate stage of tender evaluation the EMD which is to be retained will be resettled to the respective Area Account by the system automatically.

2.PRE-BID MEETING (if applicable):

The pre-bid meeting shall be held in the office of staff Officer (M) B&K Area, 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. If a Pre Bid meeting is held, the minutes of the Pre-Bid meeting shall be uploaded on the Portal, which can be viewed by all interested bidders.

3.CLARIFICATION OF BID

The bidder may seek clarification on-line within the specified period.However, the management will clarify the relevant queries as far as possible.Important contact details are as follows:

Contact Person : Sri Pawan Kumar, FMP, NIC, Camp CCL HQ

Mob. 8507029239 e-mail –pawankumar9791@gmail.com,

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

4.ELIGIBLE BIDDERS

- 5.1 The invitation for bid is limited to bidders including an individual, proprietorship firm, partnership firm, and company, Joint Venture or a Consortium having eligibility to participate as per criteria stipulated in **Clause No. 8** of this NIT and having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Gov. of India.
- 5.2 Joint Venture / Consortium: Two or three companies/ contractors may jointly undertake contract/contracts. Each entity will be jointly and severally responsible for completing the task as per the contract. **Joint Venture/ Consortium must comply with the requirements of JV/ Consortium mentioned** in detail in “Instruction to bidders” and submit JV/Consortium agreement as per the format enclosed in bid document.

5.ELIGIBILITY CRITERIA OF BIDDER

a)**Work Experience** : The bidder must have in its name or proportionate share as a member of JV/Consortium, experience of having successfully executed (includes completed / ongoing) works of **similar nature** *valuing 65%* of the annualized *estimated* cost of the work put to tender (for period of completion over 1 year) / 65% of the estimated cost of the work (for completion period up to one year) put to Tender in any year (consecutive 365 days) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.

Similar nature of works shall mean:

I) Loading/Transportation/Removal of Coal/mineral/Overburden/Shale/Extraneous materials/Sand.

OR

II) Extraction of coal by mechanized means including or excluding transportation.

“Annualized value” of the work shall be calculated as the “Estimated Cost/Period of completion in Days x 365”. The cost of executed works shall be given a **simple** weightage to bring them at current price level by adding 5% for each completed year (total number of days/365) after the end date of experience **till the last day of month** previous to one in which e-Tender has been invited.

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

Data to be furnished by Bidder on-line:

- i. Start date of the year for which work experience of bidder is to be considered for eligibility.
- ii. Start date & end date of each qualifying experience (similar nature)
- iii. Work Order Number/Agreement Number of each experience
- iv. Name & address of Employer/Work Order Issuing authority of each experience
- v. Percentage (%) share of each experience (100% in case of an Individual/proprietorship firm or a partner in a partnership firm ~~or~~ and the actual % of share in case of a Joint Venture/Consortium).
- vi. Executed Value of work against each experience
- vii. In case the bidder is a Joint Venture, the work experience of any one, two or three of the individual partners of JV or the JV itself may be furnished as the work experience of the bidder.

Technical evaluation by the System:

- i. The system shall calculate the end date by adding 365 days to the start date of experience (provided by bidder). End date shall not be later than the last date (last day of month previous to the month ~~of~~ in which NIT has been published on e-procurement portal).
- ii. The system shall check the Start & End date of each experience and accept it as a qualifying experience if it falls within the year selected by the bidder (as calculated by adding 365 days to the start date restricted to the 'last date')
- iii. The system shall calculate the value of each qualifying experience by multiplying the value with the % share of experience and adding 5% 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 calculate the value of all qualifying experiences taken together for each bidder and grade him as 'Eligible' if it meets the minimum requirements (65% of Annualised Value or estimated value whichever is less) or else as 'Ineligible'.
- v. In case any of the experiences does not fall in the selected period of 365 days (continuous), such experiences will be excluded from evaluation. Hence the bidder shall have to furnish the value of work executed only during the selected period of 365 days (continuous).
- vi. The weightage of 5% 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."
- vii. The work experience of the bidder may be an ongoing work and the executed value of work shall be considered for evaluation.
- viii. In case the experience has been earned by the bidder as an individual or proprietor of a proprietorship firm or partner of a partnership 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 firm then

the proportionate value of experience in proportion to the actual share of bidder in that Joint Venture will be considered against eligibility.

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. **Work order, BOQ and/or TDS may be sought during clarification or along with deficient documents as per clause 17(b) of e-NIT.**

- b) Working Capital:** Evidence of possessing adequate working capital (at least 20% of the “Annualized value or Estimated value whichever is less” of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement. **The bidder should possess the working capital within three months prior to the date of opening of tender.**

Data to be furnished by Bidder on-line:

- i. Amount of available working capital inclusive of lines of credit and availability of other financial resources
- ii. Date on which the bidder possesses the required working capital
- iii. Name of the Chartered Accountant (CA)
- iv. Membership Number of CA who certifies the bidder's working capital on a particular date.
- v. Date of Issue of Certificate
- vi. In case the bidder is a Joint Venture, the working capital of the individual partners of the JV will be added together for each financial year and is to be furnished as the turnover of the bidder for that particular financial year

Technical evaluation by the System:

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

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

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

- c) Fleet Requirement:** Indicative fleet requirement for the tendered work are as follows:

Sr.No	Name of Equipment	Capacity	Nos. required.
1	Exevator	2.8-3.2 m^3 or more	03
2	Dumper/Volvo	16Te or higher	12 or equivalent nos as per capacity
3	Dozer	Suitable capacity	01
4	Drill	160mm or suitable capacity	01
5	Grader	Suitable capacity as per work requirement	01
6	Water Sprinkler mist type	Suitable capacity as per work requirement	01
7	Roller cum Vibrator(compacto)	Suitable capacity as per work requirement	01
8	Lightning tower with DG set	Suitable capacity as per work requirement	02

The bidder is required to give an undertaking in the form of an Affidavit in the prescribed format to deploy matching equipments/tippers/pay loaders as per NIT either owned or hired.

Data to be furnished by Bidder on-line:

Confirmation in the form of YES/NO regarding acceptance to deploy matching equipments/tippers/pay loaders as per NIT either owned or hired.

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 (CONFIRMATORY DOCUMENT) :

An affidavit confirming acceptance to deploy matching equipments/tippers/pay loaders as per NIT either owned or hired

- d) Permanent Account Number:** The bidder should possess a Permanent Account Number (PAN) 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 (CONFIRMATORY DOCUMENT):

PAN CARD of the bidder

Note: In case the work/service is awarded to a Joint Venture participating in the tender they have to submit PAN and Service Tax registration 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.

- e) CERTIFICATE OF REGISTRATION WITH SERVICE TAX DEPARTMENT (PAN BASED):**

The bidder should possess a certificate of registration issued by service tax department.

In case of JV, at least one partner should possess certificate of registration issued by service tax department at the time of submission of tender.

Data to be furnished by Bidder on-line:

Confirmation in the form of YES/NO regarding possessing certificate of registration with Service tax.

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 (CONFIRMATORY DOCUMENT) :

Certificate of Registration with Service Tax department (PAN based).

- f) LEGAL STATUS OF BIDDER**

The bidder should be a valid legal entity e.g. individual, proprietorship firm, partnership firm, company registered under Companies Act or joint ventures etc.

Data to be furnished by Bidder on-line:

Confirmation in the form of YES/NO regarding possessing documents(s) in support of requirement of legal status as per NIT/bid document.

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 (CONFIRMATORY DOCUMENT) :

The bidder should possess any one of the following documents:

1. Affidavit or any other document to prove **proprietorship/Individual** status of the bidder.
2. **Partnership deed** containing name of partners.
3. Memorandum & Article of Association with **Certificate of incorporation** containing name of bidder
4. **Joint Venture agreement** containing name of partners and lead partner, Power of Attorney to the Lead Partner and share of each partner. (As per format prescribed in bid document)

- g) DIGITAL SIGNATURE CERTIFICATE (DSC)**

The bidder should possess DSC or issue power of attorney/legal document authorizing the DSC holder to submit bid on behalf of the bidder.

Data to be furnished by Bidder on-line:

Confirmation in the form of YES/NO regarding submitting bid using own DSC or submitting power of attorney/legal document authorizing the DSC holder to submit bid on behalf of the bidder.

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 (CONFIRMATORY DOCUMENT) :

If the bidder himself is the DSC holder bidding on-line then they have to submit an undertaking in this regard.

However, if the DSC holder is bidding online on behalf of the bidder then a Power of Attorney or any sort of legally acceptable document signed by the bidder authorizing DSC holder to submit online bid on behalf of them (the bidder) is required to be submitted.

h) UNDERTAKING REGARDING GENUINENESS OF INFORMATION FURNISHED ONLINE, DOCUMENTS UPLOADED.

The bidder is required to submit an undertaking in the prescribed format regarding genuineness of information furnished online, documents uploaded etc.

Data to be furnished by Bidder on-line:

Confirmation in the form of YES/NO regarding submission of the undertaking as per format.

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 (CONFIRMATORY DOCUMENT):

Scanned copy of undertaking in the prescribed format regarding genuineness of information furnished online, documents uploaded etc.

i) LETTER OF BID(LOB)

The bidder is required to submit a Letter of Bid (as per format in bid document) printed on Bidder’s letter head as per e-NIT.

Data to be furnished by Bidder on-line:

Confirmation in the form of YES/NO regarding submission of the Letter of Bid as per format.

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 (CONFIRMATORY DOCUMENT) :

Letter of Bid (as per format in bid document) printed on Bidder’s letter head as per e-NIT.

j) INTEGRITY PACT (APPLICABLE FOR TENDERED VALUE >RS 5.00 CRORE)

The bidder should sign pre-contract Integrity pact as per format prescribed in bid document.

Data to be furnished by Bidder on-line:

Confirmation in the form of YES/NO regarding submission of Integrity Pact as per format prescribed in Bid Document, duly signed by the bidder.

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 (CONFIRMATORY DOCUMENT) :

Pre contract Integrity Pact (as per format given in bid document) duly signed by bidder with seal.

6.Sub-Contractors experience and resources will not be taken into account for determining the bidder’s compliance with qualifying criteria.

8. SUBMISSION OF BID:

a) In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal (<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.

- b) The bidders have to accept unconditionally the **online user portal agreement** which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be accepted. This **User Portal Agreement** will be a part of the NIT/ Contract Agreement.
- c) EMD shall be submitted online /offline(in case of BG only) as prescribed earlier. However, in case of tenders having provision for exemption of EMD, the bidder claiming for exemption will have to upload the requisite document as specified in NIT in support of their claim for exemption of EMD.
- d) Bidder (s) will have to provide relevant data by filling the prescribed format in an objective and structured manner. The software will use the information provided by the bidders to evaluate the technical bid automatically.
- e) The qualification in the bid will be subject to the receipt and acceptance of the EMD within schedule date and time as mentioned in the NIT.
- f) For online submission of tender the bidders will have to upload "**Letter of Bid**", all the **confirmatory documents** as prescribed in the NIT and **Technical Parameter Sheet (TPS)** (if applicable) in Cover-I and only "**Price-bid**" in Cover-II.
- i). **Letter of Bid:** The format of Letter of Bid (as given in the NIT) will be downloaded by the bidder and will be printed on Bidder's letter head and the scanned copy of the same will be uploaded during bid submission in cover-I. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.
The Letter of bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Letter of Bid (LoB) bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the Letter of Bid.
If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid will be rejected. However inclusion of any additional redundant information by the Bidder in the submitted Letter of Bid(LOB), which does not contradict the content and spirit of original format of LOB uploaded by department will not be a cause of rejection of his/her bid.
- ii). **Technical Parameter Sheet(TPS) (If applicable as per standard NIT):** The Technical Parameter Sheet containing the technical specification parameters for the tendered work/service will be in Excel format (password protected) and will be uploaded during tender creation. This will be downloaded by the bidder and he will furnish all the required information on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in General Technical Evaluation (GTE). The Technical Parameter Sheet which is incomplete and not submitted as per instruction given above will be rejected.
- iii). **Confirmatory Documents:** All the Confirmatory documents as enlisted in the NIT(as detailed in clause no **16** below) in support of online information furnished by the bidders are to be uploaded in cover-I by **all** the bidders while submitting his/her/their bid.
- iv). **Price bid:** The Price bid containing the Bill of Quantity will be in .xls format (password protected) and will be uploaded during tender creation. This will be downloaded by the bidder and he will quote the rates for all items on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in Cover-II. The Price-bid will be in Item Rate BOQ format and the bidder will have to quote for all the tendered items and the L-1 will be decided on overall quoted value(i.e. Cost to company). The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.
- v). However, in case of tenders having provision for exemption of EMD, the bidder claiming for exemption will have to upload the requisite document as specified in NIT in support of their claim for exemption of EMD.

7. All bids are to be submitted on-line on the website <https://coalindiatenders.nic.in>. No bid shall be accepted off-line.
8. It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender portal. Under any circumstances CCL 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.

9. AUTO EXTENSION OF DATES OF RECEIPT & OPENING:

If number of bids received online is found to be less than three on end date of bid submission then the following critical dates of the Tender will be automatically extended initially for a period of two days ending at 17.00 hrs and if the number of bids still remains less than three, then for another five 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 Sunday/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.

10. On the scheduled date & time of bid opening, the bid will be decrypted and opened on-line, by the Bid Openers with their Digital Signature Certificate (DSC). The bidder can view bid opening remotely on their personalized dashboard under "Bid Opening (Live)" link. Thereafter, the bid shall be evaluated by the system on-line based on the information furnished by bidders on-line in accordance with **clause No.8 of NIT** (Eligibility Criteria). This on-line evaluation will be validated by CCL.

The bidders will get the information regarding the status of their financial bid and ranking of bidders on website.

11. e-PROCUREMENT PROCESS

(A) Process common to normal tenders (estimated cost ≥ Rs. 1.0 crore) and Tender – cum-Reverse Auction (for estimated cost > Rs.1.0 crore):

- The bidder shall upload their bids along with all the supporting documents in the e-procurement portal within the stipulated date of tender submission. EMDs are to be paid by the bidders in **onlinemode**. EMD exemption documents will be uploaded as provided in the system, to be verified along with bid documents.
- In case of number of bids received is/are less than three, tender submission date shall be extended - initially by **two days** and thereafter by **five days** automatically by the system.
- Bidders are required to upload their bid documents **and information** as specified in NIT /as per General Technical Evaluation (GTE), Technical Parameter Sheet (TPS) **(if applicable)**.
- On scheduled date & time of tender opening and upon opening of the tender by the bid opening team, System will evaluate the Technical bids (cover-1) automatically on the basis of relevant data provided by bidder through a form contained in GTE, TPS and other Commercial Parameters combined in TPS **(as applicable)** in an objective and structured manner while submitting bid. If the parameter given by bidder in objective and structured manner does not confirm to required eligibility criteria as specified in the tender document then the bid will be automatically rejected by the system. The system will automatically upload the technical opening summary and technical evaluation summary.
- Upon opening of the bids, GTE, TPS, BOQ and all other documents uploaded by the bidders get opened and comparative statement of prices is generated **after auto evaluation** by the system **on the basis of information furnished online**.
- Supportive documents of L-1 bidder only, shall be downloaded for evaluation by the TIA.

vii. After evaluation of the uploaded documents, **shortfall documents/clarifications**, if required, will be sought from the L-1 bidder. For this purpose, maximum two chances, each of **10x24** hours duration shall be given.

viii. If the techno-commercial acceptability of L-1 bidder is established upon verification of uploaded documents and shortfall documents (if so required), the case shall be considered by the tender committee for further action. If the L-1 bidder happens to be defaulter upon verification, the documents of the next lowest bidder shall be downloaded for evaluation and shortfall documents **shall be** obtained if required. This process continues sequentially till techno-commercially acceptable L-1 is established.

ix. The bidders defaulting **on account of above shall be liable to pay** the following penalties :

Sl.	Situation	Penal Provisions
(i)	L-1 bidder is a defaulter [In reference to Cl. 15(A)(viii)].	Forfeiture of 100% of EMD.

Note:* **The penal provisions shall be applicable in CCL.**

** The penal provisions will be squarely applicable to all those firms whose documents are examined on account of treating them as L-1 successively.

(B) Process for Tenders –Cum-Reverse Auction (RA) (for estimated cost > Rs.1.0 crore):

Tenders having value of Rs.1.00 Cr and above shall follow **Reverse Auction** process as under:

- i. Reverse Auction will be initiated after opening of price bids, as detailed above in case of **normal tenders**.
- ii. There will be no participation fees for e-Reverse auction.
- iii. Upon opening of the price bids, a reverse auction platform will be created, displaying only the **L1 price received**. No indication will be available in the portal to anybody regarding number of bids and names of the bidders.
- iv. System displays L1 cost to company price automatically in auction creation form and allows Tender Inviting Authority (TIA) to edit the value as 'start bid' price. **The Start Bid Price for Reverse Auction shall be estimated/ justified price** (excluding Service Tax) + 10% + **Applicable cess on service tax (e.g. Swaccha Bharat , KrishiKalyancess) or L-1 price whichever is lower**. The estimated price should be based on SOR (Schedule of Rates) and market analyzed rates in case of items/services for which SOR is not available. If the L-1 price is higher than the Start Bid Price and the RAP is not triggered within the scheduled time, the cases will be retendered.
- v. The L1 price / start bid price is cost to the company price on which the auction will be initiated. At the end of reverse auction, the L1 bidder has to submit break up of prices conforming to the lowest landed rate (cost to company) quoted by him in the reverse auction.
- vi. At the end of the reverse auction, the bidders who have participated in the reverse auction have to upload the break-up of cost to company prices in the confirmatory documents, confirming the lowest landed rate (cost to company) quoted by them in reverse auction or closest lower value thereof within 24 hrs from close of RA.

The detailed Break-up of offered cost to company price, uploaded by the bidder(s) shall be considered and order, if placed, shall be with the same break-up of prices. The bidder(s) after reverse auction will be responsible to ensure that the cost to company rate as per the break-up of prices provided by him after the reverse auction and cost to company rate offered by him in the reverse auction is exactly same. **The bidder will not be allowed to increase the rate of any item while submitting the break up.** While giving the break up, the bidder will have to consider same rate of taxes and duties as quoted while submitting the e-price bid. **In case the bidder(s) fail(s) to submit the break-up of cost to company price within stipulated period or the break up does not match with total offered price,** the company will be at liberty to place order by **preparing the break-up of the offered composite cost to company price (or closest lower value thereof) by proportionately reducing the item rates** on the basis of the breakup of the e-price bid submitted by the bidder along with the initial offer and the same

will be **considered as bidder's offerand** binding on the bidder. **In case of works and services tenders, the reverse auction will be conducted on the composite cost to company price.**

- vii. The **minimum allowable** decrement value will be 0.5 % of the start bid price with minimum of Rs.1/-, as the system does not have a provision of taking amounts less than Rs.1/- as decrement value. The reduction shall have to be made as per decrement value or in multiple thereof.
The maximum seal percentage(maximum allowed decrement in one go) will be fixed as 2% of start bid price/last quoted price during reverse auction, whichever is lower plus 0.5% of start bid price.

In order to have ease of submission of reverse auction bid by the bidders, it is suggested that decrement value may be rounded off to nearest value as under:

- (a) For decrement values up to Rs.10/-, rounding off may be made to nearest rupee.
- (b) For decrement values from Rs.11/- to Rs.100/-, rounding off may be made to nearest 10.
- (c) For decrement value from Rs.101/- to Rs.1, 000/-, rounding off may be made to nearest 100.
- (d) For decrement value from Rs.1, 001/- to Rs.10, 000/-, rounding off may be made to nearest 1000.

And so on.....

For cases where the unit rate is low and quantum of item is huge, if the decrement value in terms of 0.5% works out to be in paise and rounding off to nearest rupee, would be much higher than 0.5% of start bid value, the unit of measurement may be adjusted in such a way so that decrement value may remain in the range of 0.5% or Rs.1/- whichever is higher.

For example, Tender for any item, whose unit of measurement is in KG and having low unit rate may be invited in terms of 10 KG or 100 Kg, as may be considered appropriate, as unit of measurement.

- viii. Initial period of reverse auction will be two hours. There will be auto extensions of time every time by ten minutes in case of any reduction recorded in the last ten minutes. The reverse auction will come to a close only when there is no further reduction recorded in the last ten minutes slot.
- ix. System protects bid and bidder information till auction gets over and displays current L1 price to the bidder in auction hall.
- x. System will provide bidder details along with bid documents at the end of reverse auction process.
- xi. The log details of the entire reverse auction process will be generated by the system once the process of reverse auction is completed.
- xii. If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the price bid shall be considered as the valid price of that bidder. The status of the bidder (L1, L2 etc) shall be evaluated considering either the bid price submitted in Reverse auction or the Price quoted in the price bid, whichever is lower.
- xiii. Since, reverse auction is a sequel to e-tender, the process of finalizing the tender upon completion of reverse auction will be same as the tender process without reverse auction.
- xiv. CCL will provide the calculation sheet (e.g.: EXCEL sheet) which will help to arrive at "Total Cost to CCL" by the vendor, like Taxes and duties, Insurance, Service tax etc, to enable them to fill-in the price and keep it ready for keying in during the Reverse auction.
- xv. The bid history shall reflect only the landed price. The landed price shall also not be same for two bidders even if any bidder makes such an attempt.
- xvi. Only the chronologically last bid submitted by the bidder till the end of the auction shall be considered as the valid price bid of that bidder. Any bid submitted earlier by the bidder prior to submission of his last bid will not be considered as the valid price bid.

- xvii.** Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. This would be visible to all concerned.
- xviii.** On expiry of the closing of the auction, the bid history showing all the last valid bids offered along with name of the bidders shall be published. All bidders shall have the facility to see and get a print of the same for their record.
- xix.** All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by that bidder and acceptance of the same by CCL will form a binding contract between CCL and the bidder for entering into a contract.
- xx.** Conditional discounts shall not be considered. If a bidder offers a discount unilaterally after submission of bid, the discount shall not be considered for evaluation of offers but shall be availed if order is placed on such tenderer.
- xxi.** If the lowest price received during reverse auction is unreasonable or it is unacceptable on ground of being too high or too low compared with estimated price put to tender, the management reserves right to seek justification of the price from lowest bidder. If the price is not considered reasonable, management may not accept such bid and go for another tender process.
- xxii.** In case of disruption of service at the service provider's end while the RAP is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP process will start all over again. In such a situation, the last recorded lowest price of prematurely ended RAP, will be the 'Start Bid' price for the restarted RAP. The prices quoted in the prematurely ended RAP will be binding on all the bidders for consideration, if the restarted RAP does not trigger within the stipulated time.
- Disruption and restarting of RAP shall be intimated to all the bidders through system/SMS/e-mail through e procurement portal. All the time stipulations of normal RAP will be applicable to the restarted RAP.

12. Scanned copy of documents as per following table are to be uploaded by all bidders during submission of bid.

The following supportive documents of L-1 bidder only (either L-1 or subsequently declared L-1 pursuant to [clause 17H](#)), shall be downloaded for evaluation by the Tender Inviting Authority:

Sl No.	Eligibility Criteria	Information to be furnished by bidder on line	Scanned copy of documents, to be uploaded by all bidders during submission of bid in support of information/ declaration furnished online by the bidders against Eligibility Criteria as Confirmatory Document /other requirements as per bid document
1	THE WORK EXPERIENCE : The bidder must have in its name or proportionate share as a member of JV/Consortium, experience of having successfully executed (includes completed / ongoing) works of similar nature <i>valuing 65%</i> of the annualized <i>estimated</i> cost of the work put to tender (for period of completion over 1 year) / 65% of the estimated cost of the work (for completion period up to one year) put to Tender in any year (consecutive 365 days) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.	1. Start date of the year for which work experience of bidder is to be considered for eligibility. 2. Start & end date of each qualifying experience (similar nature). 3. Work Order/Agreement Number of each experience. 4. Work Order Issuing authority of each experience. 5. % share of experience (100% in case proprietor	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. Work order, BOQ and/or TDS may be sought during clarification or along with deficient documents as per clause 17(b) of e-NIT. NOTE : 1. Bidders are requested to take utmost care so that scanned copy of the desired certificates as above is/are uploaded in respect of the same work(s) for which information has been furnished online.

	Sub-Contractor's experience and resources will not be taken into account for determining the bidder's compliance with qualifying criteria	or a partner in a partnership firm or the actual % of share in case of a Joint Venture/Consortium). 6. Executed Value of work against each experience.	2. No cognizance shall be given to scanned copy of experience certificate(s) for any work other than the one/those for which online information was furnished by the bidder; even if the bidder qualifies with the same. 3. However, if bidder has NOT uploaded, by mistake or otherwise, any experience related document (during online bid submission), for the work(s) for which information has been furnished online ; they will be allowed to submit scanned copy of desired experience documents as SHORTFALL DOCUMENT for that/those work(s) along with other shortfall documents, if any, in reference to clause no. 17(b) of e-NIT ,for confirmation of the Information furnished by bidder on line.
2	THE AVAILABILITY OF WORKING CAPITAL: Evidence of possessing adequate working capital (at least 20% of the "Annualized value or Estimated value whichever is less" of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement. The bidder should possess the working capital within three months prior to the date of opening of tender.	1.Amount of available working capital inclusive of lines of credit and availability of other financial resources 2.Date on which the bidder possesses the required working capital 3.Date of issue of W.C. Certificate by CA 4.Name of the Chartered Accountant (CA) 5.Membership Number of CA who certifies the bidder's working capital	Certificate of Working Capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by bidder on- line.
3	FLEET REQUIREMENT: The bidder is required to give an undertaking in the form of an Affidavit in the prescribed format to deploy matching equipments/tippers/pay loaders as per NIT either owned or hired	Confirmation in the form of Yes/NO.	An affidavit confirming acceptance to deploy matching equipments/tippers/pay loaders as per NIT either owned or hired
4	Legal Status of the bidder	Confirmation in the form of Yes/NO for possessing the supporting documents	<u>Any one of the following document :</u> 1. Affidavit or any other document to prove proprietorship/Individual status of the bidder . 2.Partnership deed containing name of partners . 3.Memorandum & Article of Association with certificate of incorporation containing name of bidder 4. Joint Venture agreement containing name of partners and lead partner, Power of Attorney to the Lead Partner and share of each partner.(as per format prescribed in bid document)
5	Valid Permanent Account Number (PAN)	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 individual partner of JV)
6	Valid Digital Signature Certificate	Confirmation in the form of Yes/NO for possessing the supporting documents	If the bidder himself is the DSC holder bidding on-line then they have to submit an undertaking in this regard. However, if the DSC holder is bidding online on behalf of the bidder then a Power of Attorney or any sort of legally acceptable document signed by the bidder authorizing DSC holder to submit online bid on behalf of them (the bidder) is required to be submitted.
7	Registration with Service Tax.	Confirmation in the form of Yes/NO for possessing the supporting documents	Registration certificate with Service Tax (Pan based). In case of JV, certificate of registration of JV/all the partners/lead partner/any partner should be uploaded.
8	Undertaking regarding genuineness of information furnished online, authenticity of scanned copy of documents uploaded in support of eligibility and other issues as per format prescribed in bid document.	Confirmation in the form of Yes/NO for possessing the supporting documents	An Undertaking regarding genuineness of information, documents, and other issues like PF, contract labour etc as per format given in bid document.
9	Letter of Bid	Confirmation in the form of Yes/NO for possessing the supporting documents	Letter of Bid (as per format in bid document) printed on Bidder's letter head as per clause no. 10 (f) of e-NIT.
10	Integrity Pact (applicable for estimated cost > Rs.5.0 crore)	Confirmation in the form of Yes/NO for possessing the supporting documents.	Pre contract Integrity Pact (as per format given in bid document) duly signed by bidder with seal.
11	Any other document to support the qualification information as submitted by bidder on-line.		
	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		

17. Tender/Tender cum auction evaluation:

- a. After opening of Price-bid (in case of tender)/after finishing reverse auction (in case of tender cum auction), the documents submitted by L-1 bidder in cover I as enlisted in the NIT will be downloaded by the evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/declarations furnished by the L1 bidder online. **If they conform to all of the information/ declarations furnished by the bidder online and do not change the eligibility status of the bidder then the bidder will be considered eligible for award of Contract.**
- b. In case the Tender Committee finds that there is some deficiency in uploaded documents by L1 bidder then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 10 days (10 x 24 hours) time for online re-submission by L1 bidder. The L-1 bidder will get this information on their personalized dash board under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them

online within the specified period of 10 days. If the L1 bidder fails to submit the specified document/s in 10(ten) days or any of the deficiency in submitted document still exist, 10 more days (10 x 24 hours) of time may be given by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date for submission of such document/s.

- 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 and tender committee finds them in order as per NIT, then the bidder will be considered eligible for award of Contract.
- e. In case the L-1 bidder fails to submit requisite documents online as per NIT or if any of the information/declaration furnished by L-1 bidder online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder, then his bid shall be rejected and **EMD of L-1 bidder will be forfeited.**

f. Deleted.

- g. 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. EMD submitted by L1 bidder shall be refunded.
- h. In case the L1 bidder is rejected due to noncompliance of confirmatory documents (including non-submission of original BG) then the L-2 bidder will become L-1 bidder and confirmatory documents of this bidder shall be evaluated by TC and the process shall be followed as mentioned in clause no. a to f above.
- i. The process as mentioned at Cl. h shall be repeated till the work is either awarded or all the eligible bidders are exhausted.
- j. In case none of the bidder complies the technical requirement, then re-tender will be done (with the same or different quantity, as per the instant requirement).

k. Deleted.

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

* The zone of applicability of penal provisions shall be **restricted to CCL.**

** The penal provisions will be squarely applicable to all those firms whose documents are examined on account of treating them as L-1 successively.

*** All Penal Provisions shall be approved by the CMD.

- 18. One Bid per Bidder:** Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a partner in a Joint Venture or a public limited firm. 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.

19. REFUND OF EARNEST MONEY

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).

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.

The Earnest Money will be refunded in due course and will not carry any interest. EMD will be refunded to :

- (i) Bidders withdrawing his/her bid online (i.e. before the end date of submission of tender)
- (ii) The unsuccessful bidders including bidder who is technically eligible but rejection is due to high rate quoted by him/her
- (iii) All bidders, in case the tender is cancelled and EMD is not forfeited.

The unsuccessful bidder for this purpose means the bidders who have not qualified for opening of Reverse Bidding and those who have not emerged as L-1 tenderer after participation of reverse bidding. The Earnest Money deposited online by the successful (L-1) bidder shall be adjusted against Performance Security Deposit (PSD). Bidders should preferably submit a cancelled cheque of the same bank account as mentioned in the e-Mandate uploaded with tender. The e- mandate and cancelled cheque shall be used for conventional system of e-refund of EMD, in case auto refund by system is not operated for any technical or other reason whatsoever.

20. SITE VISIT

The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of works and its surroundings 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 tenderer has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates.

21. 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 this costs.

22. 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.

23. 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.

24. The Price-bids of the tenderers will have no condition. The Bill of Quantity (BOQ) for the tendered work, as available in the website, is to be downloaded by the bidder and the same file after filling of the quoted rates is to be uploaded during bid submission on-line. The Price-bids which are incomplete and not submitted as per instructions given above will be rejected.

25. Bid Validity:

The validity period of the tenders shall be 120 (One Hundred & Twenty) days from the last date of submission of bid. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend period of validity for a specified additional period. The Employer's request and bidder's response shall be made in writing. A bidder may refuse the request without forfeiting his EMD/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 validity 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 penal action as per clause pertaining to Modification and Withdrawal of Bid of the NIT.

26. Modification and Withdrawal of Bid:

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

The bidder may withdraw his bid on-line within the end date of bid submission and his EMD will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in this 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 LOA with the following provision of penal action:

- a. The EMD will be forfeited and
- b. The bidder will be debarred for 1(One) year from participating in tenders in CCL **from issue of such order.**

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

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

Note: In case of the penalty of debarring to partnership or JV firm, it (the penalty) will be applicable to the bidder as well as all the partners.

Note:

- i. In case of withdrawal of bid by any bidder after the end date of submission of bid a letter shall be sent by registered post/speed post in the address of bidder as available on the portal allowing 10 days' time and seeking confirmation from the bidder regarding the withdrawal of bid. The Bidder has to confirm the withdrawal by sending a confirmation letter by registered post/speed post addressed to the Tender Inviting Authority. In case of non-receipt of any confirmation from the Bidder regarding withdrawal within stipulated period, the request for withdrawal will be ignored and Tender Evaluation process will continue as usual.
- ii. However, if the concerned Bidder is a partnership firm or a joint venture and if any of the partner wants to dissociate from the Bidding firm, then this would also tantamount to withdrawal of bid and above process of seeking confirmation will be followed by CCL. If the Bidding firm want to deny the dissociation of any of the partners then a legally acceptable document in support of their claim duly signed by all the partners of all the bidding firm should be sent by Registered post/Speed post to Tender Inviting Authority. In case of non-receipt of any such confirmation within stipulated period of 10 days, it will be construed that bidding firm has been dissolved and its bid will be treated as withdrawn.
- iii. CCL reserves the right to cancel the tender if offer is withdrawn by any bidder after end date of submission apart from other penal actions as stipulated elsewhere in this document.

27. BID PRICES: The Bidders shall offer for the whole work based on the priced Bill of Quantities submitted by the bidder. However, CCL reserves the right to allot part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard. The Bidder shall fill-in rates and prices for all items of the work described in the Bill of Quantities. 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 base diesel price will be specified in the BOQ by the company.

28. All duties, taxes and other levies (excluding Service Tax, other tax(es) mentioned in price bid, if any) payable by the Contractor under the Contract, or for any other cause as applicable on the last date of submission of tender, shall be included in the rates, prices and total Bid price submitted by the Bidder. All 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 tender and/or any increase over the rate existing on the last date of submission of tender shall be reimbursed by the Company on production of documentary evidence in support of payment actually made to the concerned authorities. Any decrease in duties, taxes, levies etc. as above shall be recovered by the Company. After the award of work, contractor shall mention the Service Tax Registration No., rate and amount separately in the bill.

The itemwise rate quoted shall be exclusive of service tax {and other tax(es) mentioned in price bid, if any}. Payment of service tax by the service availer (i.e. CCL), to the service provider would be made only on the latter

submitting a Bill/Invoice in accordance with the provision of relevant service tax rules. CENVAT credit is to be availed by paying authority as per rule. Please also refer relevant clause in Instruction to Bidders. Payment/deposit of service tax is the responsibility of the service provider, except cases where provided otherwise as per Service Tax Rules.

- 29. Currencies of Bid and Payment:** The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees only.
- 30.** 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.
- 31.** The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.
- 32.** Contractors are to employ, to the extent possible, only local "Project Affected People" and pay wages not less than the minimum wages as mentioned in **Point No 12(xi)** of General Terms and Condition of Conditions of Contract.
- 33.** If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the methods and schedule proposed.
- 34. 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 of the grounds for the Employer's action.
- 35. Award Criteria:**
- i. 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 Bid Price, provided that such Bidder has been determined to be eligible in accordance with the provision of Clause No.7 (eligible bidders) and Clause No.8 (eligibility criteria).
 - ii. In case the L1 Price is below 15% of the estimated cost put to tender, the work will be awarded with Additional Performance Security as per **Clause No-4.5** of the General Terms & Conditions of the Contract.
- 36. Notification of Award and Signing of Agreement:**

The Bidder, who's Bid has been accepted, will be notified of the award on-line and also by registered post by the Employer prior to expiration of the Bid validity period. The L-1 bidder will get the information regarding award of work on their personalized dash-board on-line. 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 notification of award will constitute the formation of the Contract.

The Agreement will incorporate all agreements between the Employer and the successful Bidder within 28 days following the notification of award along with the Letter of Acceptance.

37. In case the works/service is awarded to a joint venture participating in the tender they have to submit VAT, PAN and Service Tax registration (as applicable in the tender and for the bidder status) on the name of the Joint Venture after Award of the Works/Service at the time of execution of agreement/before the payment of first running on account bill.
38. No sub-letting of the work as a whole by the contractor is permissible. Prior permission is required to be taken from the principal employer for engagement of sub-contractors in "Hiring Of Equipment"/"Transport" contract for part work / piece rated work.
39. This Tender Notice shall be deemed to be part of the Contract Agreement and its stipulation supersedes corresponding Clauses mentioned anywhere else in the Bid document displayed on e-tender website.
40. The tenderer shall have to ensure implementation of CMPF/EPF, if applicable, in respect of the employees deployed by him.
41. 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 tenderers or accept the tender in part and not in its entirety. The tendered quantity and/or duration of work may be reduced.
42. Matters relating to any dispute or difference arising out of this tender before issue of LOA shall be subject to the jurisdiction of District Court of the place of invitation of tender and for subsequent contract after issue of LOA, shall be of district court where the subject work is to be executed.
43. **Initial Medial Examination** of all contractual mining workers is mandatory and an amount of ₹ (INR) 950.00 (Rupees nine hundred fifty only) or as per subsequent revised rate shall be charged towards conducting IME for each Contractor's worker, which shall be recovered from the bills of the contractors.
44. Execution of work by engagement of child labour is also prohibited.
45. The contractor/contractors shall not pay to his employees engaged in Mining Activities#of different categories, less than the minimum wages for contractual workers notified from time to time by Company/CIL as per Policy decision. The prevalent Minimum wages of the contractor's workers engaged in mining activities of different categories are as under:

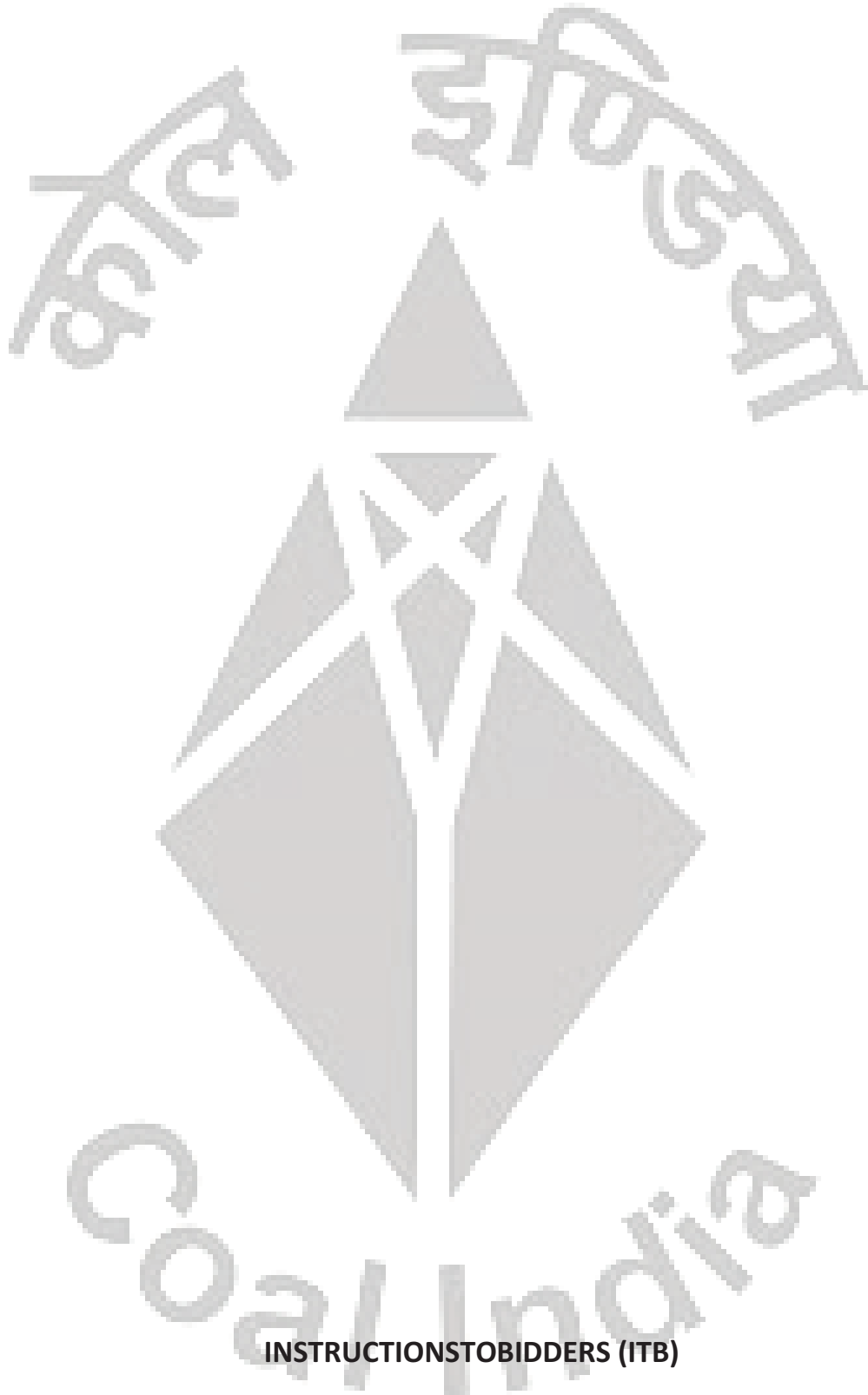
Categories of employee	Minimum wages of contractors' workers engaged in mining activities (w.e.f. 01.10.2016) [as per Office Order of CIL vide CIL/C-5B/JBCCI/HPC/426 dated 09.11.2016]
Unskilled	Rs.505
Sami-skilled	Rs.545
Skilled	Rs.585
Highly Skilled	Rs.625

[refer Section 2(j) of Mines Act 1952]

46. **Integrity Pact:** Not Applicable

47. In order to explore the possibility of settling the dispute amicably & quickly, the bidders are advised to approach the IEM first, before preferring to litigate the matter in court. However, the bidders may also note that the recommendations of the IEM would only be advisory in nature and not legally binding on CCL.

Staff Officer (Mining)



INSTRUCTIONSTOBIDDERS (ITB)

1. SCOPE OF BIDDER

1.1 The Central coalfields Ltd (referred to as Employer in these documents) invites bids for the works as mentioned in the e-NIT. The Bidders should submit Bids for all the works mentioned in the e-NIT.

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

2. ELIGIBLE BIDDERS

2.1 The Invitation for Bid is open to all Bidders including an individual, proprietorship firm, partnership firm, and company registered under Companies Act or joint ventures. The bidders shall be eligible to participate only if they fulfill the qualifying/eligibility criteria as specified in clause no. 6 & 7 of e-tender Notice.

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

Joint Venture / Consortium details:

Name of all partners of a joint venture / **Consortium** (not more than 3):

1. Lead partner
2. Partner
3. Partner

Joint Venture /Consortium must comply the following requirements:

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

ii) The formation of joint venture / Consortium or change in the Joint Venture /Consortium character/ partners after submission of the bid and any change in the bidding regarding Joint Venture /Consortium will not be permitted.

iii) The bid, and in case of a successful bid - the agreement, shall be signed so as to legally bind all partners jointly and severally and any bid shall be submitted with a copy of the Joint Venture /Consortium Agreement providing the joint and several liabilities with respect to the contract.

iv) The pre-qualification of a Joint Venture /Consortium does not necessarily pre-qualify any of its partners individually or as a partner in any other Joint Venture /Consortium or association. In case of dissolution of a Joint Venture /Consortium, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.

v) The bid submission must include documentary evidence to the relationship between Joint Venture /Consortium partners in the form of JV / Consortium Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the Joint Venture /Consortium. Such JV / Consortium Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.

vi) One of the partners shall be nominated as 'In-charge' of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners.

- vii)** The JV / Consortium Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture /Consortium and the entire execution of the contract shall be done with active participation of the Lead Partner.
- viii)** The contract agreement should be signed by each Joint Venture /Consortium Partners. Subsequent declarations/letters/documents shall be signed by lead partner authorized to sign on behalf of the JV/Consortium or authorized signatory on behalf of JV/Consortium.
- ix)** The bid should be signed by all the partners of the Joint Venture/Consortium.
- x)** An entity can be a partner in only one Joint Venture /Consortium. Bid submitted by Joint Venture /Consortiums including the same entity as partner will be rejected.
- xi)** The JV / Consortium agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.
- xii)** The earnest money / bids security bank guarantee(if applicable) can be submitted by the Joint Venture /Consortium or one or more partners of the Joint Venture /Consortium.
- xiii)** The JV / Consortium agreement must specifically state that it is valid for the project for which bidding is done. If JV/Consortium breaks up midway before award of work and during bid validity period bid will be rejected.
If JV / Consortium breaks up midway before award of work and during bid validity/after award of work/during pendency of contract, in addition to normal penalties as per provision of bid document, all the partners of the JV/Consortium shall be debarred from participating in future bids for a minimum period of 12 months.
- xiv)** JV / Consortium agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.
- xv)** JV / Consortium shall open a bank account in the name of JV / Consortium and all payments due to the JV / Consortium shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN/TIN etc shall be submitted by JV / Consortium before making any payment.

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

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

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

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

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

3.2 If the employer has not undertaken pre-qualification of potential bidders, all bidders shall fulfill the eligibility / qualifying criteria as mentioned at point **7 & 8** of detailed e-tender notice. Such details shall be submitted as deliberated at e-tender Notice.

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

3.4 Even though the bidders meet the above eligibility/qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.

4. ONE BID PER BIDDER

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

5. COST OF BIDDING

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

6. SITE VISIT

6.1 The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of Works and its surroundings, go through the mine plans / drawings / bore hole details connected to the work, if / as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

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

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

7. CONTENT OF BIDDING DOCUMENTS

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

i) e-Tender Notice and/or Detailed e-Tender Notice ii) Instructions to Bidders, iii) Conditions of Contract i.e. General Terms & Conditions, Special Terms and conditions etc., iv) Integrity Pact (applicable for tendered value above 500 lakh), v) Various Forms of Securities, Affidavits, form of Article of Agreement, vi) Bill of Quantities, vii) e-Tender User Portal Agreement. viii) addendum, if any, issued in accordance with clause 9.

8. CLARIFICATION OF BIDDING DOCUMENTS

8.1 A prospective bidder requiring any interpretation or clarification of bidding document may seek clarification online or during pre-bid meeting (if any). The clarifications may be asked from the next day of e-Publication of NIT

as per the schedule given in e-NIT. The department will clarify as far as possible only relevant queries. The clarifications given by department will be visible to all the bidders intending to participate in bid.

9. AMENDMENT OF BIDDING DOCUMENTS – deleted

10. LANGUAGE OF BID

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

11. 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.

11.2 Format of Price bid: Standard templates of “Price-bid” for the tenders will be available on the e-Procurement portal. Bidder will have to quote for all the tendered items and L-1 will be decided on overall quoted value.

11.3 All duties, taxes (excluding Service Tax and other tax (es) mentioned separately in price bid, if any) and other levies payable by the Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices.. 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.

.L1 will be decided based on total cost to company.

Cost to company will be excluding service tax but including applicable Cess on Service Tax payable by bidder or CCL [e.g.Swaccha Bharat Cess(SBC),KrishiKalyan cess(KKC);item of cess forming cost to company may vary time to time] in case CENVAT credit on inputs can be availed by CCL for the nature of service(s) involved in the BOQ, as per service tax rules [e.g.: mining services (HoE for OB removal, COAL extraction, loading & transportation), consultancy services etc.(as per rules ,which may vary time to time)].

Cost to company will be including service tax and applicable cess (payable by bidder as well as CCL) in case CENVAT credit on input services received is not admissible to service recipient i.e. CCL for the particular service in question as per service tax rules [e.g. Civil const./repair works, renting of vehicle etc.(as per rules effective in Feb.’2016 ,which may vary time to time)].

The price bid is structured accordingly as per Service Tax rules regarding CENVAT credit prevailing as on date of issue of NIT.

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

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

The item wise rate quoted shall be exclusive of service tax and those taxes specified in separate column of BOQ(if any). Service tax will be paid extra, if payable. Payment of service tax by the service availer (i.e. CCL),to the service provider would be made only on the latter submitting a Bill/Invoice in accordance with the provision of relevant

service tax rules. CENVAT credit is to be availed by paying authority as per rule. Payment/deposit of service tax is the responsibility of the service provider.

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

12. CURRENCIES OF BID AND PAYMENT

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

13. BID VALIDITY

13.1 Bid shall remain valid for a period not less than **120 days** after the deadline for bid submission specified in Clause 15. A bid valid for a shorter period shall be rejected by the Employer.

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

14. BID SECURITY/EARNEST MONEY DEPOSIT

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

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

14.3 The Bid Security/ EMD of the unsuccessful bidder shall become refundable. 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 Bidder after opening of price bid.

14.4 The Bid Security / EMD (submitted in the form of Electronic fund transfer) of successful bidder may be retained and adjusted with performance security / security deposit at bidder's option.

14.5 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 period of 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.
- c. Cases of bidder's default in uploading confirmatory documents etc.: As per relevant clause of e-NIT.

Additionally the company reserves the right to debar such defaulting contractor from participating in future bids for a minimum period of 12(twelve) months.

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

15. DEADLINE FOR SUBMISSION OF BIDS

15.1 Bids shall be submitted on line on the web site within the period specified in e-tender notice.

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

16. SIGNING AND SUBMISSION OF BID

16.1 The contractor's bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Contractor's bid bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the bid. The Bidder shall submit the Bid online in the manner described in relevant clauses of e-NIT.

17. MODIFICATION AND WITHDRAWAL OF BIDS

17.1 Modification and withdrawal of bid shall be guided by clause 26 of detailed e-tender Notice

18. BID OPENING

Tender (Cover-I and Cover-II) will be decrypted and opened online by the "Bid Openers" with their Digital Signature Certificates on the prescheduled date & time of Tender Opening.

19. CLARIFICATION OF BIDS

19.1 Please refer clause no. 5 of detailed e-NIT

19.2 No document uploaded by the bidder after closing date and time of submission of Bid will be considered unless otherwise called for during scrutiny /evaluation and shall be against online request only.

20. EVALUATION AND COMPARISON OF BIDS –

20.1 After opening of Price-bid (in case of tender)/after finishing reverse auction (in case of tender cum auction) evaluation will be done as per **clause 17** of Detailed e-Tender Notice. Relevant clauses of e-NIT may be referred.

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

Additional performance security shall be required to be submitted by bidder if the bid price is below 15% of the estimated cost put to tender. The amount of such additional performance security shall be the difference between 85% of the estimated cost put to tender and the quoted price.

Such additional performance security shall be furnished by bidder along with normal performance security. Failure to submit such additional performance security may result into termination of the contract.

21. AWARD CRITERIA

21.1 Subject to Clause 22, 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.

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

22.1 Notwithstanding Clause 21, 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.

23. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

23.1 The Bidder, who's Bid has been accepted, will be notified of the award by the Employer prior to expiration of the Bid validity period by e-mail and confirmed by registered letter/speed post/courier. 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").

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

23.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder within 28 days following 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 request of the bidder, if any, the department in addition to other penal measures as per clause 14.5 of ITB shall be at liberty to debar the selected bidder from participating in future Bids for at least 12 months.

23.4 In the bidding process, the cause of rejection of bid of any bidder should 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 Cl. 14.3.

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

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

24. PERFORMANCE SECURITY/SECURITY DEPOSIT

24.1 Security Deposit shall consist of two parts;

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

The security deposit shall bear no interest.

For details refer cl. 4 of Conditions of Contract (General terms and Conditions)

25. EMPLOYMENT OF LABOUR

25.1 Contractors are to employ, to the extent possible (as per policy decision of the company valid from time to time), local project affected people and pay wages not less than the wages fixed (notified and prevalent during **execution** for mining activity) by the Company.

In addition, the contractors are to provide benefits of Provident Fund , **bonus etc** for the workmen employed by him for the work as per the Laws prevailing under provision of CMPF / EPF and allied scheme, **Payment of bonus Act** , valid from time to time and also submit statutory returns.

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

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

26. LEGAL JURISDICTION

26.1 Refer clause no. 42 of detailed e-NIT.

27. e-payment

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

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

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

29. Change in the Constitution of Contracting Agency.

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

30. Miscellaneous.

30.1 The bidders should furnish the required information and upload documents properly and carefully. They should avoid quoting absurd rates.

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

30.3 The site for work made available in parts.

4. CONDITIONS OF CONTRACT

4(A) GENERAL TERMS AND CONDITIONS (GTC)

1. DEFINITIONS:

- i. The word “Company” or “Employer” or “Owner” wherever occurs in the conditions, means the Central Coalfields Limited, represented at the headquarters of the Company by the Director (Technical) Operations or his authorized representative or any other office specially deputed for the purpose.
- ii. The word “Principal Employer” wherever occurs, means the authorized representative or any other officer specially deputed by the Company for the purpose.
- 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.
- iv. “The Site” shall mean the site of the contract work including land and any building and erections thereon and any other land allotted by the company for contractor’s use.
- 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 in this behalf by the company.
- vi. A “Day” shall mean a day of 24 hours from midnight to midnight.
- vii. Engineer-in-charge/Designated Officer-in-charge who is of an appropriate seniority will be responsible for supervising and administering the contract, certifying payment due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. Engineer-in-charge/Designated Officer-in-charge may further appoint his representatives i.e. another person/ Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under the Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned will be that of the Engineer-in-charge/Designated Officer-in-charge.
- viii. The “contract” shall mean the notice inviting tender, the tender as accepted by the company and the formal agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions special conditions, if any schedule of quantities with rates and amounts, Schedule of work.
- ix. The “works” shall mean the works required to be executed in accordance with the contract or parts thereof as the case may be and shall include all extra or additional or any work of emergent nature, which

in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.

- x. "Schedule of Rates" referred to in these conditions shall mean the standard schedule or rates prescribed by the company and the amendments issued from time to time.
- xi. "Contract price" shall mean
 - a. In the case of lump sum contracts the total sum for which tenders accepted by the company.
 - b. In the case of other types of contracts the total sum arrived at based on the individual rates quoted by the tenderer for the various items shown in the "bill of quantities" of the tender documents as accepted by the company with or without any alteration as the case may be.
- 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 firm or to an office of the corporation/Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

2. CONTRACT DOCUMENTS:

The following documents shall constitute the contract documents:

- i. Articles of Agreement,
 - ii. Notice Inviting Tender and Instructions to bidders,
 - iii. Letter of Acceptance of Tender indicating deviations, if any, from the conditions of contract incorporated in the Bid/Tender document issued to the bidder,
 - iv. Conditions of contract, including general terms and conditions, additional terms and conditions, special conditions, if any etc. forming part of the Agreement,
 - v. Scope of works/Bills of quantities and
 - vi. Finalised work programme.
 - vii. Pre contract Integrity Pact (applicable for contracts above Rs. 500 lakhs.)
- 2.1 After acceptance of the tender and on execution of contract/issue of work order to proceed with the work as the case may be, the contractor shall be furnished, free of charge, two copies of contract documents (certified true copies), excepting those drawings to be supplied during the progress of work. The contractor shall keep copies 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.
- 2.2 None of these documents shall be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy as required of such documents.

3. DISCREPANCIES AND ADJUSTMENTS THEREOF:

The documents forming part of the contract are to be treated as mutually explanatory of one another.

- 3.1 In the event of varying or conflicting provisions made in any of the document/documents forming part of the contract, the Accepting Authority's decision/clarification shall hold good with regard to the intention of the document or contract, as the case may be.
- 3.2 Any error in description, quantity or rate in schedule or quantities 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 according the specification forming part of the particular contract document.
- 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 words quoted 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 rates shall be regarded as firm and amount corrected.
- c. Discrepancy in totalling or carry forwards in the amount quoted by the contractor shall be corrected.
- d. 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/tenders. Rounding off to the nearest rupee should be done in the final summary of the amount instead of totals of various section of schedule of quantities.

4. SECURITY DEPOSIT:

4.1 Security Deposit shall consist of two parts:

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

The security deposit shall bear no interest.

4.2 Performance Security (first part of security deposit) should be 5% of annualized value of contract amount and should be submitted within 28 days of issue of LOA by the successful bidder in any of the form given below:

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

The Earnest Money/Bid Security deposited **online** may be adjusted against the security deposit (Performance Security) at bidder's option.

If performance security is provided by the successful bidders in the form of Bank Guarantee it shall be issued either:-

- a) At Bidder's option by a Scheduled Indian 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 or extended period of contract, whichever is more.

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

Additionally the company reserves the right to debar such defaulting contractor from participating in future bids for a minimum period of 12(twelve) months.

4.3 All running on Account Bills shall be paid at 95%. The balance 5% shall be treated as **retention money** and will be second part of security deposit.

For contracts of more than one year, Retention Money may be refunded to the Contractor annually on submission of Bank Guarantee of equivalent amount subject to satisfactory performance of the contractor during the year.

The validity of the Bank Guarantee shall be for 270 days beyond the period of contract for extended period of contract or one year whichever is more.

Total of performance security and Retention Money should not exceed 10% of annualized value of contract amount or lesser sum indicated in the bid document.

4.4 Refund of Security Deposit:

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

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

Retention Money (2nd part of security deposit) shall be refunded after 180 days of the completion of the work. (The date of completion of the work will be certified by the Engineer-in-charge).

4.5 Additional performance security:

Additional performance security shall be applicable if the bid price is below 15% of the estimated cost put to tender. The amount of such additional performance security shall be the difference between 85% of the estimated cost put to tender and quoted price.

Additional performance security shall be furnished by bidder along with normal performance security. Failure to submit such additional performance security may result into termination of the contract.

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 any of the forms as applicable for performance security.

5.DEVIATIONS/VARIATIONS IN QUANTITIES:

Extend and pricing: the quantities given in the 'schedule of quantities' are provisional 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.

5.1 The Company through its Engineer-in-charge or his representative shall without radically changing the original scope and nature of the contracted work, have power to make any alterations in or additions to or substitute of the original and instructions that may appear to be necessary or advisable during the progress of work. The contractor shall be bound to carry out the works 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 work which shall form part of the original contract and shall be carried out by the contractor on the same conditions in all respect on which they agree to do the main works and at the same rate/rates as are specified in the contract.

5.2 If the additional or altered work includes any call of work for which no rate/rates is/are specified in the contract, the rate for such items shall be determined by the Engineer-in-charge as follows:

- a) The rate shall be derived from the rate/rates for similar or near similar class of work as is/are specified in the contract/tender, failing which,
- b) The rates shall be derived from the Company's prescribed schedule of rates based on which the estimate for tendering has been prepared plus or minus the percentage by which the tendered amount for the whole work quoted by the contractor is above or below the estimated amount as per the tender documents, failing which,

c) The rate shall be derived from the contractor's rate claimed for such class of work supported by the analysis of rate/rates claimed by the contractor. The rate to be determined by the engineer-in-charge as may be considered reasonable taking into account percentage of profit and overhead not exceeding 10% or on the basis of market rates, if any, prevailing at the time when work was done.

In the case of composite tenders, where two or more schedule of quantities for similar item, description may form part of the contract, the applicable rate 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.

However, the Engineer-in-charge is at liberty to cancel the instruction by notice in writing and to arrange to carry out the work in such manner as he/she considers advisable under the circumstances. The contractor shall under no circumstances suspend the work on the plea of non-settlement of rates.

5.3 Alterations in the quantities shall not be considered as a change in the conditions of the contract nor invalidate any of the provision thereof provided that a revised work order for the item/items involved is issued. Such alterations shall need appropriate approval.

5.4 The time for completion of the originally contracted work shall be extended by the company in the proportion that the additional work (in value) bears to the original contracted work (in value) as may be assessed and certified by the Engineer-in-charge.

The validity of the Bank Guarantee, if submitted by the contractor, in lieu of performance security / security deposit shall be extended in pursuant to Clause Nos. 4.3 & 4.4 taking into consideration the period of extension.

5.5 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 for any reason and the contractor shall be bound to carry out the work in accordance with the instruction given by the Engineer-in-charge. No claim for extra charges / damages shall be made by the contractor on these grounds.

5.6 In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope and the 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 or the rate/rates to be paid thereof shall be resolved separately with the Company.

5.7 The re-appropriation / re-allocation of the quantities may be done with the approval of Engineer-in-charge within the stipulated contract period and contract value with the approval of the approving authority of the contract. In case the approving authority is Board, then with the approval of CMD of the Company.

6.TIME FOR COMPLETION OF CONTRACT- EXTENSION THEREOF, DEFAULTS AND COMPENSATION FOR DELAY:

Immediately after the contract is concluded, the Engineer-in-charge and the contractor shall agree upon time and progress chart prepared on the basis of a transportation schedule to be submitted by the contractor showing the order in which the work is proposed to be carried out within the time specified in the contract documents. For the purpose of this 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 / work order or handing over the site of work whichever is later.

6.1 If the contractor, without reasonable cause of valid reason, commits default in commencing the execution of the work within the aforesaid date, the company shall without prejudice to any other righter remedy, be at liberty, by giving 15 days' notice in writing to the contractor to commence the work, failing which to forfeit the earnest money deposited by him. Additionally, the company will reserve the right to debar such defaulting Contractors from participating in future Tenders for a minimum period of one year.

6.2 In the event of the contractor's failure to comply with the required progress in terms of the agreed time and progress chart or to complete the work and clear the site on or before the contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, shall become liable to pay penalty as under:

If the average daily progress of work during the calendar months is less than the stipulated rate indicated in the detailed tender notice, penalty as detailed below will be levied.

- i. If the average daily progress of work executed during the calendar month is more than 80% and less than 100% of stipulated rate of progress, penalty equal to 10% of the contract value of the short fall in work shall be levied.
- ii. If the average daily progress of work executed during the calendar month is less than 80% of stipulated rate, penalty equal to 20% of contract value of the short fall in work shall be levied.
- iii. The aggregate of the penalties so levied shall not exceed 10% of the total contract value.
Penalties will be calculated every month and withheld. The contractor shall be allowed to make up the shortfall in the succeeding three months within the stipulated time of completion. Once the shortfall is fully made up, the so withheld penalty will be released.

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

6.4 Extension of date of completion – on happening of any events causing delay as stated here under, the contractor shall intimate immediately in writing the Engineer-in-charge.

- a. Abnormally bad weather
 - b. Serious loss or damage by fire
 - c. Civil commotion, strikes or lockouts affecting any of the trades employed on the work 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.
 - d. Any other causes which, at the sole discretion of the company is beyond the control of the contractor.
- A "Hindrance Register" should be maintained for recording the hindrances. This shall be maintained on day to day basis and should be signed by both parties. Disputes if any should be decided by Engineer-in-charge or authority higher than him which should be binding on the contractor. In case of dispute, decision should be conveyed within 15 days from the dispute.

The contractor may request the company in writing for extension of time within 14 days of happening of such event causing delay stating also, if practicable, the period for which extension is desired. The company may, considering the eligibility of the request, give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor in writing by the company through the Engineer-in-charge within 1 (one) month of the date of receipt of such request.

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

6.5 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.

Bank Guarantees, against security, shall be suitably extended, to take care of any extension granted.

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

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

- 6.7** The bidding documents will clearly state that:

- (a) The successful bidder/ contractor will advise, in the event of his having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the clause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition . In the event of delay lasting over one month, if arising out of Force Majeure, the contract may be terminated at the discretion of the company.
- (b) For delays arising out of force majeure the bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither company nor the bidder shall be liable to pay extra costs (like increase in rates, remobilization advance, idle charges for labour and machinery etc.) provided it is mutually established that the force majeure condition did actually exist.

7. QUALITY ASSURANCE:

The contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work confirms strictly to the instructions of the Engineer in charge. The Engineer in charge may issue from time to time further detail instructions / directions in writing to the contractor. All such instructions/directions shall be consistent with the contract documents and should be reasonably inferable there from, along with clarifications/explanations thereof, if necessary.

8. MEASUREMENT AND PAYMENT:

Except where any general or detailed description of the work in quantities provides otherwise, measurement of the work done shall be taken in accordance with the relevant standards method of the measurement as applicable to the schedule of quantities/schedule of work/specification to the contract. In the case of items not covered by any of the aforesaid contract documents, measurement shall be taken in accordance with the relevant standard method of measurement issued by the Indian Standard Institution.

- 8.1** All items of work carried out by the contractor in accordance with the provisions of the contract having a financial value shall be entered in the measurement book, log book etc. as prescribed by the Company so that a complete record is obtained of all work performed under the contract and the value of the work carried out can be ascertained and determined there from.

- 8.2 Measurement shall be taken jointly by the Engineer in charge or his authorized representative and by the contractor or his authorized representative.
- 8.3 Before taking measurement of any work, the Engineer in charge or the person deputed by him for the purpose shall intimate the contractor to attend or to send his representative to attend the measurement. Every measurement thus taken shall be signed and dated by both the parties on the site on completion of the measurement. If the contractor objects to any of the measurements, a note to that effect shall be made in the measurement book/log book and signed and dated by both the parties.
- 8.4 In the event of failure on the part of the contractor to attend or to send his authorized representative to attend the measurement after receiving the intimation, or to countersign or to record objection within a week from the date of measurement, the measurement taken by the Engineer in charge or by his authorized representative shall be taken to be the correct measurement of the work done.
- 8.5 Payment on account – The contractor shall submit interim bill/bills for the work carried out/materials provided in accordance with the contract. The Engineer-in-charge shall then arrange for verification of the bill/bills with reference to the measurements taken or to be taken or any other records relevant for the purpose.
- 8.6 Payment on account shall be made on the Engineer in charge certifying the sum to which the contractor is considered entitled by way of interim payment for the following:
The work executed as covered by the bill/bills after deducting the amount already paid, the security deposit and such other amount as may be deductible or recoverable in terms of the contract.
- 8.7 Any certificate given by the Engineer in charge for the purpose of payment of the interim bill/bills shall not itself be conclusive evidence that any work/materials to which it relates is/are in accordance with the contract and may be modified and corrected by Engineer in charge by any subsequent certificate or by the final certificate.
- 8.8 The company reserve the right to recover/enforce recovery of any overpayments detected after 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 over payment and irrespective of the facts whether such disputed claims of the contractor are the subject matter of arbitration or not. The amount of such over payments may be recovered from the 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 overpayment on demand.
- 8.9 Amount payable/repayable for any subsequent change in the Sales Tax on Works Contract will be made to/from the contractors after departmental verification of such changes of tax law issued by Statutory Authority.
- 9. TERMINATION, SUSPENSION, CANCELLATION, and FORECLOSURE OF CONTRACT:**
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 contractor;
- a) makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer in charge, then on the expiry of the period as specified in the notice
Or
- b) commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer in charge, then on the expiry of the period as may be specified by the Engineer in charge in a notice in writing
Or
- c) fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by the Engineer in charge in a notice in writing
Or

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

Or

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

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 be giving a written notice, cancel the whole contract or portion of it in default.

9.1 The contract shall stand **terminated** under the following circumstances:

- a. If the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of insolvency act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any insolvency act.
- b. In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganization, or receiver or manager is appointed by the court on the application by the debenture holders of the company, if any.
- c. If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 days.
- d. On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

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

- a. To take possession of the site and carry out balance work through any other agency.
- b. 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 disposal of the employer.

Or

ii. 20% of value of incomplete work. The value of the incomplete work shall be calculated for the items and quantities remaining incomplete (as per provision of agreement) at the agreement rates including price variation as applicable on the date, when notice in writing for termination of work was issued to the contractor.

It is being clarified that the above liability is over and above the penalties payable by the contractor on account of shortfall in quantities as per provision of clause 6.

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 9.1(d).

9.3 Suspension of work - The company shall have power to suspend the progress of the work any part thereof and the Engineer-in-charge may direct the contractor in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the contractor, or for proper execution of the work for reasons other than any default on the part of the contractor, or on ground of safety of the work or part thereof. In the event of suspension for reason other than any default on the part of the contractor, extension of time shall be allowed by the company equal to the period of such suspension.

9.4 Foreclosure of contract in full or in part – if at any time after acceptance of the tender, the company decides to abandon or reduce the scope of the work for any reason whatsoever the company, through its Engineer-in-charge, shall give notice in writing to that effect to the contractor. In the event of abandonment / reduction in the scope of work, the company shall be liable to pay the contractor at the contract rates full amount for works executed and measured at site up to the date of such abandonment / reduction in the work.

The contractor shall, if required by the Engineer in charge, furnish to him books of accounts, papers, and relevant documents as may be necessary to enable the Engineer in charge to assess the amount payable. The contractor shall not have any claim for compensation whatsoever either for abandonment.

10. CARRYING OUT PART WORK AT RISK & COST OF CONTRACTOR:

10.1 If the progress of the work or of any portion of the work is unsatisfactory, the Engineer-in-Charge, after giving the contractor 15 days' notice in writing, without cancelling or terminating the contract, shall be entitled to employ another Agency for executing the job or to carry out the work departmentally or contractually through tendering / limited tendering process, either wholly or partly, debiting the contractor with cost involved in engaging another Agency or with the cost of labour and the prices of materials, 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. However, when this clause is invoked, any other penalty will not be applicable other than on account of shortfall in quantities as per clause 6.2.

The value of the work taken away shall be calculated for the items and quantities taken away at the agreement rates including price variation as applicable on the date, when notice in writing for taking away

part work was issued to the contractor. The contractor, from whom part work is being taken out, shall not be allowed to participate in the tendering process if any.

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.

11. COMPLETION CERTIFICATE:

On completion of the work and notifying the same by the contractor to the Engineer-in-charge, Completion Certificate shall be issued by the Engineer in charge only in the event the work is completed satisfactorily in every respect. Payment of the final bill shall be made on completion of the contract and refund of the security deposit shall however be made as per relevant clause of the contract.

12. RESPONSIBILITIES OF THE CONTRACTOR:

- i. The company reserves the right to let other contractors 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. 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.
- iii. 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.
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.
- iv. 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.
- v. Building 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 these items shall be covered by the contractor's/contractors' 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 agreement.
- vii. All duties, taxes (excluding Service Tax only) and other levies payable by the Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All investments, operating expenses, incidentals, overheads etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total bid price submitted by the bidder.

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

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

The item wise rate quoted shall be exclusive of service tax. Service tax will be paid extra, if payable. Payment of service tax by the service availer (i.e. CIL/Subsidiary), to the service provider would be made only on the later submitting a Bill and Invoice in accordance with the provision of relevant service tax rules. CENVAT credit is to be availed by paying authority as per rule.

Payment/Deposit of service tax is responsibility of the service provider.

- viii. 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.
- ix. 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 the entire satisfaction of the company.
- x. No sub-letting of the work as a whole by the contractor is permissible. Prior permission is required to be taken from the principle employer for engagement of sub-contractors in hiring equipment contract for part work / piece rated work.
- xi. Provision related to Employment of Labour, Payment of wages and Provident Fund Deduction.
The contractor shall also comply with statutory requirements under CL(R&A) Act and also obtain labour license.

The contractor shall not engage any person of less than 18 years of age.

The contractor/contractors shall not pay less than the wages fixed (notified for mining activities as per policy decision of the Company/CIL valid from time to time prevalent during **execution**) in respect of his employees of different categories.

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

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 provisions of CMPF and Allied Schemes and Miscellaneous Provisions Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be. The Contractor shall regularly deposit the contribution in accordance with such scheme. The company shall have no liability whatsoever in this regard.

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

Medical facilities-OPD and Indoor treatment medical facilities to the contractor's workers in the company's hospital and dispensary is offered free of cost (excluding spouse or any dependent) to the extent of availability of medicines, pathological examination and other surgical treatment. Contractor's workers will not be allowed to get treatment other than company's hospital/dispensary (no referral cases). Contractor should issue identity card to their workmen deployed.

- xii. 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 labourer considered necessary and the company may arrange for witnessing the payment to the labourer by its representatives.
- xiii. 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 subcontractors 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.

13. 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. 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 in the Court of Law.

4(B) SPECIAL TERMS & CONDITIONS (STC)

1. The contractor, before starting the work, shall furnish to the General Manager/Project Officer the list of trucks/tipping trucks / pay loaders / equipments, proposed to be deployed for the work with the related papers for registration, fitness certificate, permits, licenses, Insurance driving licenses etc. for inspection. No tipping trucks / trucks / pay loaders / equipments shall be deployed for the work without the approval of the Project Officer/General Manager.
 2. The tippers/trucks/ pay loaders /equipments, deployed in any other project of the company or any project of any subsidiary of Coal India Limited, shall not be diverted for the work without the approval of the company. Similarly, the tipping trucks/trucks/pay loaders/equipments deployed for the work shall not be diverted to any other project without the approval of the General Manager.
 - 3.01 The contractor shall deploy adequate number of tipping trucks/equipments for the satisfactory execution of the work.
 - 3.02 Only tipping trucks with mechanical unloading arrangements shall be deployed by the contractor and in no case "Dala" trucks shall be deployed or permitted to be deployed for the work of coal transportation.
 - 3.03 Only tipping trucks in good and safe condition having valid fitness certificate permits/ licenses etc. and in respect of which the required taxes/fees have been deposited and which are properly covered by insurance shall be deployed for the work.
- The Company shall have the right to inspect or arrange inspection of the vehicles / equipments deployed by the contractor for the work at any time and declare any vehicle/equipment unsafe and asked for its" immediate withdrawal from the site operation. The contractor shall ensure prompt/immediate compliance of the same.
- 3.04 The contractor shall at his own cost arrange for regular checking/maintenance/repair of tipping trucks/equipment and keep them in good and safe conditions at all time. Proper records of such checking/maintenance/repair shall be maintained in a log book kept on the vehicle for the purpose which shall be readily available for instruction whenever required.
 - 3.05 Only experienced, skilled and disciplined drivers of sound health and good behavior and antecedents having valid and requisite driving license shall be deployed by the contractor for driving the tipping trucks/trucks/ pay loaders / equipments deployed for the work. In no case any unauthorized driving of the tipping trucks or operation of pay loaders / equipments shall be permitted by the contractor.
 - 3.06 The tare weight, gross weight maximum carrying capacity of the truck and the dimension of the body of the truck shall be clearly indicated on the body of each tipping trucks deployed for the work and maintained in good legible conditions at all times.
 - 3.07 No addition or alteration of the size of the body or any such truck shall be carried out without prior approval of the Project Officers/General Manager. The truck shall be loaded only up to the maximum carrying capacity and shall not be overloaded under any circumstances.
 - 3.08 The re-allocation / re-appropriation of the quantities may be done with the approval of Engineer-in-charge within the stipulated contract period and contract value with the approval of the approving authority of the contract. In case the approving authority is Board, then with the approval of the CMD of the Company.
 - 4.0 No manual worker shall be engaged by the contractor for loading/unloading of the trucks or loading of wagons under any circumstances whatsoever.
 - 5.0 The contractor shall bring/take back and arrange for the transportation of the trucks/equipment/men and materials required for the work at his own cost.
 - 6.0 Contractor's trucks should ply only on specified route/roads. In case plying of the trucks on any other route/road become necessary due to any reason, prior approval for the same shall be taken by the contractor from the Project Officer/General Manager. In case of violation of this provision, penalty may be imposed on the contractor and/or the contract terminated.

- 7.0 The work shall be executed round the clock on all the days of week as directed by the Project Officer/General Manager and the contractor shall be obliged to comply with the same.
- 8.0 The contractor shall not have any claim whatsoever for the idleness of his tipping trucks / trucks / pay loaders / equipments / employees for want of coal or non-availability of departmental equipment or lack of space available at the unloading site or any dislocation en-route and/or for any other reason.
- 9.01 The contractor shall at this own cost arrange for all materials, stores, spares, tools, tackles etc. and maintenance/repairs of the tipping trucks/ pay loaders /equipmentsrequired/deployed for the work. The company shall have no liability whatsoever on this account.
- 9.02 In emergent situations and provided the contractor makes an application in this regard, POL, if available with the company, may at the sole discretion of the company, be issued to him with the approval of the General Manager but value of the same along with the handling/departmental charges as per the then prevailing rules of the company shall be charged from him or recovered from his bills/security deposit.
- 10.00 The contractor shall maintain proper records in English/Hindi of the trucks/equipment/persons etc. deployed for the work, work done daily attendance of the employees, payment to the employees etc. and the company shall have the right of access toand inspection of these records or to call for any or all these records or ask the contractor to submit such reports as it considers necessary and the contractor shall be bound to comply with such instructions.
- 11.0 The Company shall have no responsibility/liability whatsoever for any accident/damage to the contractor/s vehicle/equipments in transit or while engaged in the work.
- 12.0 The contractor shall familiarize himself and fully comply with the provisions of all the Acts/Rules/Regulations/Bye-laws and orders of the Local authority/Municipality/State Govt./Central Govt. applicable to the worker. Mines Act, DGMS Circulars, Payment of Wages Act, Motor Vehicle Act, Workmen's Compensation Act, etc. and shall be fully responsible and liable for due observance of the same. The company shall have no responsibility/liability whatsoever on these accounts and the contractor shall fully indemnify the Company against any claim/dispute/reference Award, etc. arising out of the same.
- 13.0 If the Company suffers any loss on account of suspension of production or idleness of its equipments/employees or on any other account or damage to its property, due to any failure on the part of the contractor or due to any act of omissions or commission on the part of his representative/employees or from the trucks/equipments of the contractor, the value of the same as assessed by the Company, shall be recovered from the contractor/s bill/security deposit. The decision of the company in this regard shall be final and binding on the contractor.
- 14.01 Where wagons are being weighed at the loading end, payment for coal/middling transported to the siding/CHP (where wagons are being loaded), loading of the tipping trucks by the contractor's pay loader(s), picking, breaking and wagon loading by contractor's pay loader (s), shall be made on the basis of the RR weight of coal / middling dispatched, duly reconciled with the measured opening and closing stocks at the siding/CHP every month and after effecting deductions of penalties/recoveries as per terms & conditions of this contract.
- 14.02 (i) Where wagons are not being weighed at the loading end, payment for the items of work stated in 14.01 above shall be made on the basis of the actual weight of coal received by the Power Houses/consignees as per the weighment of the wagons at their end, duly reconciled with measured opening and closing stocks at the siding/CHP every month.
- (ii) If in the case of wagons not being weighed at the loading end, the payment is made by any consignee on the basis of RR weight, the contractor (s) shall be paid accordingly.

- (iii) In the case of wagons not being weighed at the loading and, 90% payment for items of work stated in 14.01 above shall be made provisionally on the basis of RR weights. Balance payment shall be made after reconciliation, as explained in (i) above and effecting deduction of penalties/recoveries as per terms & conditions of this contract.
- 14.03 In the case of coal transportation from face to stock if the trucks/tipping trucks are not being weighed, payment shall be made on volumetric measurement of the coal transported, converted to weight, taking 40 cft as one tonne, (irrespective of the fact that any other conversion factor is adopted by the Company for any other purpose), duly reconciled with the measured opening and closing stocks for the month and off-take from stock to the siding/CHP as per 14.01/14.02 above and payment shall be made to the contractor(s) accordingly.
- 14.04 In case two or more contractors are engaged for the transportation work, the reconciled total quantity for the month arrived at in 14.01 / 14.02 and 14.03 above shall be distributed between the transporting contractors, in proportion of the number of trips performed by each, during the month or in any other manner which the General Manager considers more appropriate.
- 14.05 In case, there are mixed contractual and departmental transportation to stock / CHP / Siding, the quantity transported departmentally shall be separated to arrive at the quantity transported contractually for 14.01/14.02 and 14.03 above.
- 15.00 In case two or more contractors are engaged on picking/breaking and wagon loading, the distribution of the reconciled quantity for the month, arrived at in clause 14.01, 14.02 and 14.03 above.
- 16.00 In case of transportation of coal to the Washery, payment shall be made on the basis of the actual quantity received at the Washery, as per weighment of the trucks at the washery end, subject to such verification as the General Manager may consider necessary and appropriate. In case the washery weighbridge goes out of order, the Project Officer shall make alternative arrangement for weighment of the trucks or the weight at the loading end shall be taken as the weight of coal received at the washery, subject to such checking/verification as the Project Officer/General Manager may deem necessary.
- 17.00 In case the weighbridge of the loading end goes out of order or is not available, the Project Officer / General Manager shall make alternative arrangement for weighment of the trucks or such arrangement(s) as he considers necessary to ensure that all coal loaded at the loading end reaches the destination.
- 18.00 In case the trucks are being weighed both at the loading end as well as unloading end, the figures of weighment at both the ends shall be reconciled every month in respect of each contractor and if there is any shortage of coal received at the unloading end, the value of coal found short, will be deducted at double the then prevailing rate including all royalty, cess, from the security deposit of the transporting contractor(s) concerned or otherwise, specifically mentioned in work order/agreement.
- 19.00 No payment shall be made to the coal transporting contractor for stone/shale/bands/extraneous materials segregated at the siding/coal handling plant / stock / washeries in the process of dispatching coal to consumers.
- 20.00 If the work of transportation/removal of picked out band / shale / stone / extraneous materials / overburden / washery rejects is contracted out payment for the same shall be made on the basis of volumetric measurement of trucks, duly verified against the volumetric measurement of such materials at the site of unloading where weighment of such materials is not possible.
- 21.00 In case two or more contractors are engaged for loading of wagons at any siding, the allocation of wagons to be loaded by each of them will be decided by the Project Officer / General Manager, which will be final and binding on each contractor.
- 22.00 Wagons supplied at the siding shall be loaded by the wagon contractor(s) within the free loading time given by the Railways, which may vary from time to time.

- 23.01 (i) If the demurrage of wagons occurs due to less availability of coal at the siding because of less transportation of coal, the contractor transporting coal shall be held responsible and liable for the same and the demurrage charges incurred shall be recovered from him.
- (ii) If the demurrage is due to failure on the part of two or more coal transporting contractors the demurrage charges shall be apportioned by the General Manager/Project Officer, amongst the concerned contractors as he considers appropriate and his decision in the matter shall be final and binding on each of these contractors.
- 23.02 (i) If the demurrage occurs due to failure on the part of wagon loading contractor the demurrage charges incurred shall be recovered from the wagon loading contractor.
- (ii) In case there are two or more contractors for wagon loading, the contractor who has not completed the loading of all the wagons allotted to him within the free loading time, shall be held responsible and liable for the demurrage and demurrage charges for the full rake shall be recovered from him.
- (iii) In case demurrage of any rake occurs due to failure on the part of two or more wagon loading contractors, demurrage charges for the rake shall be recovered in proportion of the number of wagons allotted to each of them for loading.
- 23.03 (i) If the demurrage of wagons occurs due to failure on the part of the picking and breaking contractor, for not making available adequate quantity of clean and sized coal free from stone/shale/extraneous materials, he shall be liable for the demurrage charges incurred and the same shall be recovered from him.
- (ii) In case the demurrage occurs due to failure of two more picking/breaking contractors, the demurrage charges shall be apportioned in the manner as shall be considered appropriate by the Project Officer / General Manager and his decision shall be final and binding on each of the concerned contractors.
- 24.01 The wagon loading contractor(s) shall be also responsible for cleaning of the siding tracks/between the line and on both sides of the same, levelling of coal loaded into the wagons and lime washing on the top of the same, in respect of the wagons allotted to him/each of them. In case any rake is put on demurrage/any penalty is imposed on the company for failure on the accounts, the same shall be recovered from the contractor/s concerned.
- 24.02 In case any derailment of wagons occurs due to non-cleaning of the tracks by the wagon loading contractor(s) the charges/penalties for the same levied by the Railways as also the demurrage charges for the same shall be recovered from the defaulting contractor(s).
- 24.03 All such charges/penalties shall be apportioned between the defaulting contractors, as the General Manager thinks fit and reasonable and his decision in all the above cases shall be final and binding on the contractor concerned.
- 25.00 In order to ensure proper loading of wagon, the loading contractor shall ensure loading up to proper level keeping in view the stipulated carrying of the wagons and the loading will be done as per directions of Colliery/Project/Area officials responsible for the supervision of the loading of wagons at siding.
- 26.00 The wagon loading contractor shall load clean coal free from stone/shale/bands/ extraneous materials and of stipulated size.
- 27.01 The daily rate of transportation shall be about the yearly quantity divided by the number of working days in the year + 30% but the contractor may be called upon to transport still more/still less quantity and no claim whatsoever shall lie against company on account of such variations. The contractor/s shall make necessary arrangements and ensure transportation of coal, etc. on daily basis, as advised by the General Manager/Project Officer. The total quantity of material in the contract can be increased up to 30% with the approval of the concerned Director as a cushion to cover eventualities arising from increase in production.
- 28.00 In case a contractor fails to deploy adequate number of pay loaders, the company may, without any reference to the contractor, deploy its own pay loader /s and or made alternative arrangements for loading of the

wagons/trucks for which double the wagon/truck loading charges payable to the contract/s, for the quantity loaded by the Company's pay loader /s of extra expenditure incurred by the Company on alternative arrangement made shall be recovered from the contractor.

- 29.01 The Contractor shall post adequate number of competent, experienced, skilled and disciplined persons having good antecedents for satisfactory execution of the work. A list of all such persons shall be kept in the office of the contractor and a copy of the same shall be furnished to the General Manager/Project Officer as and when required. All these persons shall be in the direct employment and under direct administrative control of the contractor and the management shall have no responsibility/liability whatsoever in this regard.
- 29.02 The contractor shall issue an identity card/employment card to each employee with photograph duly attested by him which the employee shall always carry with him, while on work and produce for inspection whenever required.
- 30.0 The contractor shall not engage any person of less than 18 years of age or females during night hours as required by the relevant law.
- 31.01. The contractor shall pay to his employees salary and wages as per clause 11 (xi) of the General Terms and Conditions.
- 31.02 The contractor shall make payment to his employees at the place(s) specified by the General Manager/Project Officer and in the presence of Company's representative authorized by General Manager/Project Officer who shall duly witness all payments by the contractor to his employees. For this purpose the contractor shall notify to the General Manager/Project Officer the wage period(s) day/date and time of payment.
- 31.03 The contractor shall prepare the wages sheet for his employees in duplicate, a copy of which shall be regularly submitted to the Project Officer.
- 32.01 The contractor shall make timely payment of all salary/wages/dues to his employees and shall also provide all benefits to his employees as per relevant Acts/Rules, Regulations, and Orders that are enforceable and applicable to the work.
- 32.02 The contractor shall also comply with the provisions of the Coal Mines Provident Fund Scheme or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be and regularly deposit the contributions in accordance with the same. The Company shall have no liability whatsoever in this regard.
- 33.00 The responsibility of the contractor in respect of all payments to his employees will be complete and absolute. The Company shall have no liability whatsoever in this regard and shall be fully indemnified by the Contractor against any claim arising out of any non-payment/short-payment/dispute/award.
- 34.00 The contractor shall arrange for the training of his employees in accordance with the Mines Vocational Training Rules, 1966 as amended from time to time, at his own cost.
- 35.00 In case any accident occurs or any injury is caused to any employee of the Company by the vehicles/equipments of the contractors or by any act of omission/commission on the part of the contractor's representative/employees, the compensation for the same, as provided in law or as assessed by the company shall be recovered from the contractor along with the costs and expenses incurred by the company on the same.
- 36.00 The contractor shall provide foot-wears, helmets and other protective equipments, to his employees as provided in the law, at this own cost. In case of failure on the part of the contractor to provide these Protective equipments, the company may provide the same to the employees at the cost of the contractor.
- 37.00 **PAYMENT OF PRICE VARIATION:** If the prices of Diesel increases or decreases, the contractor shall be compensated for such increase or recoveries shall be made from the dues of the contractor of such decrease as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for variation 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. If the contract is to be extended beyond the stipulated period for completion of the

work due to fault on the part of the contractor, escalation on price should not be allowed further if not provided otherwise in the accepted contract.

Where the contract period is up to 6 months, no compensation for price variation will be paid. Where the contract period is more than 6 months, compensation for price variation in price of diesel only will be paid / recovered as per escalation formula provided in the Special Terms & Conditions. Such compensation for variation in the prices when due shall be worked out based on the following provisions:

37.01 Where the contract period is more than 6 months, compensation for price variation will be paid / recovered.

37.02 The base date for working out such price variation shall be the bid submission end date.

37.03 The contractor shall submit certified copy of price of Diesel from retail outlet of IOC/BP etc.

37.04 Applicability of price variation (Summarized Position)

Item of work	Contract Period: Less than 6 months	Contract Period More than 6 months
Loading & Transportation (Coal)	NIL	Price variation on diesel
Loading & Transportation (OB)	NIL	-do-
Loading & Transportation Sand)	NIL	- do -
Wagon loading of Coal	NIL	- do -

(A) FOR COAL:

(i) Tipper

Formula for calculating Diesel price variation of different combination of lead slabs is as under:

$VF = DR/7.64$ (For a lead of 0-1 km)

$VF = DR/11.24$ (For a lead of 1-2 km)

$VF = DR/14.38$ (For a lead of 2-3 km)

$VF = DR/17.06$ (For a lead of 3-4 km)

$VF = DR/19.28$ (For a lead of 4-5 km)

$VF = DR/21.04$ (For a lead of 5-6 km)

$VF = DR/22.34$ (For a lead of 6-7 km)

$VF = DR/23.18$ (For a lead of 7-8 km)

$VF = DR/23.56$ (For a lead of more than 8 km)

Where

VF= Diesel price variation in Rs. per Te

D=one way Lead in km,

R=Variation in the price of Diesel from base price in Rs./litre,

Note: 1-2 means $1 < \text{lead} < 2$

The above formulae will be applicable for tippers of all capacity

(ii) Excavator (for loading of Coal)

Diesel price variation $VF = 0.113 \times R$

Where, R=Variation in the price of Diesel from basic price in Rs./litre)

(iii) Pay Loader (for loading of coal)

Diesel price variation $VF = 0.066 \times R$

(iv) Price variation on diesel (wagon loading):

Diesel price variation $VF = 0.066 \times R$

(B) FOR OB

(i) Tipper

Formula for calculating Diesel price variation of different combination of lead slabs is as under:

$VF = DR/6.80$ (For a lead of 0-1 km)

$VF = DR/8.77$ (For a lead of 1-2 km)

$VF = DR/10.18$ (For a lead of 2-3 km)

$VF = DR/11.03$ (For a lead of 3-4 km)

$VF = DR/11.32$ (For a lead of more than 4 km)

Where

VF = Diesel price variation in Rs. per CuM

D = one way Lead in km,

R = Variation in the price of Diesel from base price in Rs./litre,

Note: 1-2 means $1 < \text{lead} \leq 2$

The above formulae will be applicable for tippers of all capacity

(ii) Excavator

Diesel price variation $VF = 0.200 \times R$

(iii) Dozer

Diesel price variation $VF = 0.043 \times R$

(C) FOR SAND

(i) Tipper

Diesel price variation in Rs. per Cum $VF = DxR/9$

Where D = One-way distance in kilometer

R = Variation in the price of Diesel from base price in Rs./litre

(ii) Loading of sand by Pay Loader

Diesel price variation in Rs. per Cum. $VF = 0.116 \times R$

(iii) Loading of sand by Excavator(backhoe)

Diesel price variation in Rs. Per Cum $= 0.25 \times R$

Note: Unit of Diesel price variation (VF) shall be Rs/Te for all formulae mentioned above under clause (A)-COAL and Rs/cum for all formulae mentioned above under clause (B)-OB & (C) – SAND.



5. FORMATS

5.1 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:

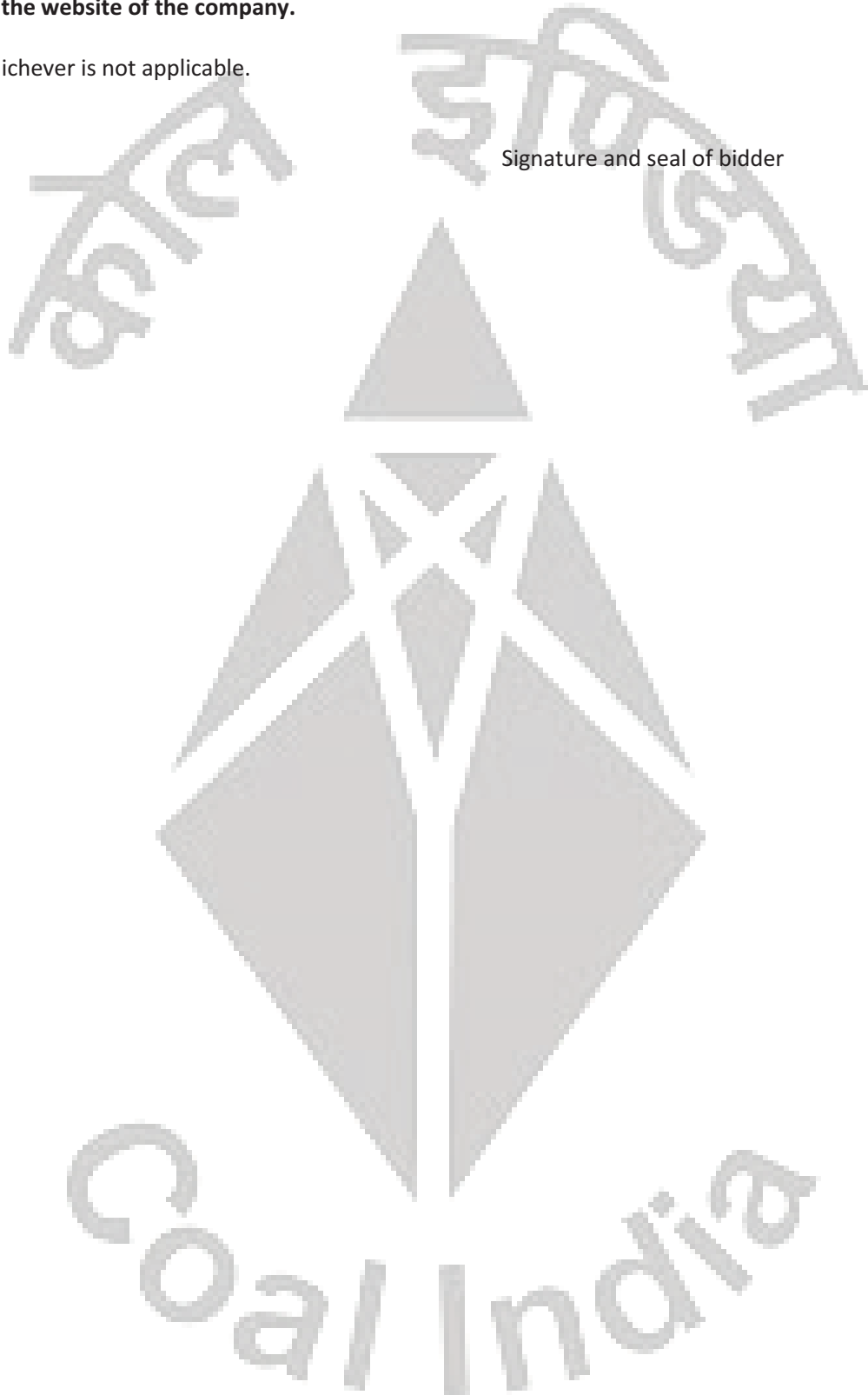
1. I/We am/are submitting Bid for the work.....against NIT No/Tender ID..... Dated..... and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. Myself/Our Partners/Directors don't/doesn't have any relative as employee of Central Coalfields Limited.
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 have submitted particulars of existing Sales Tax / VAT registration, if applicable. We also undertake that Certificate of Registration with appropriate Sales Tax / VAT Authority where the work will be executed shall be arranged before any payment is made to us **(if applicable)**.
7. 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.
8. *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.
9. *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)).
10. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/ delisting of our firm and all partners of the firm from participating in future tenders for a minimum period 12 months.
11. **We hereby undertake that we shall obtain Service Tax registration in respect other partners of JV, if the work is awarded to us and submit the same before any payment is made to us.**
Or
***We have service registration in respect of all the partners of JV and shall submit the same if the work is awarded to us (applicable for JV only)**
Or
I/We have Service Tax registration in respect of the entity submitting tender.

*** Delete whichever is not applicable.**
12. **I / We hereby declare that I shall/we will accept the Bid documents as available in the website and, if applicable, 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 etc. of the original Bid document as hoisted in the website of the company.

* Delete whichever is not applicable.

Signature and seal of bidder



5.2 PROFORMA FOR 'LETTER OF BID' TO BE UPLOADED BY BIDDER DURING SUBMISSION OF BID ONLINE :

<p style="text-align: center;">LETTER HEAD OF BIDDER (As enrolled on the e-Procurement Portal of CIL)</p>
--

To,
The Tender Committee
Central Coalfields Limited
B&K Area.

Sub.: Letter of Bid for the work “(Hiring of HEMM for removal of OB including blast hole drilling ,blasting,excavation, loading and transportation of all kind of soil rocks,broken rocks ,hard rocks ,extraneous material including mixed soil ,mixed hard soil,clay soil ,pebbles,stone etc. and dumping outside the working zone ,including spraying at haul road ,face and dump yard,dozing etc. at the dump yard the job involves making access trench /haul roads with dozing ,grading,maintenance and water sprinkling as may be required ,face pumping for excavator operation as per instruction of engineer In-charge of AKK OCP mine of the B&K Area as limited Tender in respect of KONAR outsourcing patch”

Ref.: 1. **NIT No.:** NIT No. GM (B&K)/SO (M)/CT/OBR/KONAR/11 Dated: 26.12.2016
2. **Tender Id No. :** “2016_CCL_57226_1”

Dear Sir,

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

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

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

I/We hereby **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 andCoalfields 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 10 days of issue of letter of acceptance. In case of our failure to abide by the said provisionCoalfields 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.

(This document is digitally signed by the DSC holder authorised by the bidder and therefore no physical signature is required)

5.3 FORMAT OF AFFIDAVIT TO DEPLOY MATCHING EQUIPMENT

Format of Affidavit to deploy matching equipment / tippers / Payloaders.

(To be filled by the Bidders).

Non-Judicial Stamp Paper of Rs. 50/-

AFFIDAVIT.

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

1. We are submitting Bid for the work against Bid Notice No..... dated.....
2. We hereby confirm that we shall deploy matching equipment, dumpers, tippers etc. of required capacity as per NIT either owned or through hiring.

Signature of the Bidder.

Dated.....

In case of joint venture the affidavit shall be
Signed by all the members of JV

Seal of Notary

5.4 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)

5.5 **PROFORMA OF JOINT VENTURE /CONSORTIUM AGREEMENT**

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

This Joint Venture /Consortium agreement is made on thisday of.....

AMONGST/BETWEEN

M/s....., having its registered Office at

Represented by Shri.....(Name and Designation) of M/s.....Who has power of Attorney to enter into Joint Venture /Consortium with.....and

Sign all documents/agreements on behalf of M/s..... (hereinafter referred to as".....")

AND

M/s....., having its registered Office at

Represented by Shri.....(Name and Designation) of M/s.....who has power of Attorney to enter into Joint Venture /Consortium with.....and

Sign all documents/agreements on behalf of M/s..... (hereinafter referred to as".....").

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

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

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

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

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

1) **FORMATION AND TERMINATION OF THE JOINT VENTURE /CONSORTIUM.**

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

- a) The name and style of the Joint Venture /Consortium shall be "....."
(hereinafter called the "Joint Venture /Consortium")
- b) The Head Office of the Joint Venture /Consortium shall be located at..... and the site office will be located at the site of the Project. All communication regarding the project will be made to..... Telephone Nos.....

- c) None of the parties of the Joint Venture /Consortium shall be allowed to assign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture /Consortium to any party including the existing partner of the Joint Venture /Consortium.
- d) The term of the Joint Venture/Consortium shall begin as on the date first set forth above and shall terminate on the earliest of the following dates.
 - i) The Joint Venture /Consortium fails to obtain qualification from the Employer.
 - ii) The Contract for the Project is not awarded to the Joint Venture /Consortium.
 - iii) The Employer cancels the Project
 - iv) Either Party commits material breach of this Agreement and fails to cure such breach within the period designated by the non-defaulting Party
 - v) Both parties agree to terminate this Agreement in writing.
 - vi) The Project is completed including defects liability period to the satisfaction of the Employer and all the parties complete any and all duties, liabilities and responsibilities under or in connection with the Contract and the Joint Venture /Consortium Agreement.

2) **LEAD PARTNER.**

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

3) **REPRESENTATIVE OF THE PARTNERS OF THE JOINT VENTURE /CONSORTIUM.**

Each constituent party of the Joint Venture /Consortium appoints the following personnel as the representative of the relevant party with full power of attorney from the Board of Directors of the concerned company.

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

4) **PARTICIPATION SHARE & WORK RESPONSIBILITIES.**

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

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

4.2 The Parties shall share the rights and obligations, risk, cost and expenses, working capitals, profits or losses or others arising out of or in relation to execution of the Project in proportion to their share of participation in the Joint Venture /Consortium except as otherwise agreed.

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

5) JOINT AND SEVERAL LIABILITIES.

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

6) WORKING CAPITAL

Each party shall contribute working capital for equipment, labour and material or any expenses incurred for execution of the Project or any other investment required in connection with the execution of the project proportionate to the participation ratio.

7) BID SECURITY:

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

8) PERSONNEL & EQUIPMENT

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

9) NON PERFORMANCE OF RESPONSIBILITY BY ANY PARTY OF JOINT VENTURE /CONSORTIUM.

- a) As between themselves, each Party shall be fully responsible for the fulfillment of all obligations arising out of its scope of the work for the Project to be clarified subject to the Agreement between the Parties and shall hold harmless and indemnified against any damage arising from its default or non-fulfillment of such obligations.
- b) If any Party fails to perform its obligations described in this Agreement during the execution of the Project and to cure such breach within the period designated by the non-defaulting party, then the other party shall have the right to take up work, the interest and responsibilities of the defaulting party at the cost of the defaulting party.
- c) Stepping into the shoes of the existing partner of Joint Venture /Consortium with all the liabilities of the existing partner from the beginning of the contract with the prior approval of company.
- d) Notwithstanding demarcation or allotment of work of between/amongst Joint Venture /Consortium partners, Joint Venture /Consortium shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.
- e) In case bid being accepted by Company, the payments under the contract shall only be made to the Joint Venture /Consortium and not to the individual partners.

10) BANK A/C.

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

11)

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

12) TAXES.

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

13) EXCLUSIVITY

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

14) MISCELLANEOUS:

a. Neither party of the Joint Venture /Consortium shall assign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture /Consortium to a third party without the Agreement of the other parties in writing and also without the permission of the Employer.

b. Subject to the above clause, the terms and conditions of this agreement shall be binding upon the parties, the Directors, Officers, Employees, Successors, Assigns and Representatives.

15) APPLICABLE LAW

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

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

For

For.....

Signature

Signature

(Name & Address)

(Name & Address)

.....

.....

(Official Seal)

(Official Seal)

Place

Place

Date

Date

Witness

Witness

Signature

Signature

(Name & Address)

(Name & Address)

.....

.....

5.6 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 aPerformance Security in the shape of Bank Guarantee from a Schedule bank for a sum of Rs..... as security for due compliance and performance of the terms and conditions of the said contract.

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

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

The Bank do hereby irrevocably guarantees and unconditionally agree with the Company that if the contractor shall in any way fail to observe or perform the terms and conditions of the said contract or shall commit any breach of its obligation thereunder, the Bank shall on its mere first written demand, and without any objection, demur and without any reference to the contractor, pay to the company the said sum of 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 ofand interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Contractor and discharged the guarantee.

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

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

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

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

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.

5.7

BANK GUARANTEE PERFORMA FOR RELEASE OF RETENTION MONEY/BID SECURITY DEDUCTED

To

.....
.....

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

Dated..... between (Name of the)

And (Name of the contractor)

WHEREAS

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

It has been agreed that the Contractor shall furnish a Bank Guarantee from a Schedule bank for a sum of Rs..... as security for release of equivalent amount of Retention Money/Bid Security as per terms and conditions of the said contract.

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

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

The Bank do hereby irrevocably guarantees and unconditionally agree with the Company that if the contractor shall in any way fail to observe or perform the terms and conditions of the said contract or shall commit any breach of its obligation 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 Rs..... or such lesser amount of the said sum of Rs..... 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 Rs..... and interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Contractor and he has discharged the guarantee.

The Bank further agrees with the company that the company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the

said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forbear to enforce any of the terms & conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Guarantor.

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

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

* The date of guarantee shall cover a period of minimum one year or 270 days beyond the date of completion whichever is more.

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

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor. The Bank has under it is constitution power to give this guarantee and Shri who has signed it on behalf of the Bank has authority to do so.

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

SIGNED, SEALED AND DELIVERED
For and on behalf of the Bank by:

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

“The Bank Guarantee as referred above shall be operative at our branch at..... payable at.....
(NIT shall specify town/city of the operative Branch. Bank Guarantee shall specify name of the branch with address of the specified town/city)”

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

PRE-CONTRACT INTEGRITY PACT

(To be signed on Plain Paper)

This pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of ____ 20... at

BETWEEN

Central coalfields Ltd. acting through.....on behalf of the Chairman and Managing Director, Central coalfields Ltd. (hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/s._____ represented by Shri_____ (hereinafter called the BIDDER /SELLER which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to execute (Name of the work) and the BIDDER / SELLER is willing to offer / has offered the services and

WHEREAS the BIDDER is a private company / public company / Government undertaking/ partnership/ proprietorship/ joint venture constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/ Department of the Govt. of India/ PSU performing its functions on behalf of the President of India.

NOW THEREFORE,

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

Enabling the BUYER to complete the desired work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for any advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYERS will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular, commit itself to the following:

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing

to show favour or disfavor to any person in relation to the contract or any other contract with BUYER.

3.3 BIDDERS shall disclose the name and address of the Agents / representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents / brokers of any other intermediary in connection with this bid / contract.

3.5 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payment he has made is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.6 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.

3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.8 The BIDDER shall not use improperly for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.11 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER or alternatively, if any relative of an officers of the BUYER has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term relative for this purpose would be as defined in Section 6 of the Companies Act, 1956.

3.12 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or

transaction, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount..... (as specified in the NIT), as Earnest Money/Bid security with the BUYER in the mode as specified in the bid document.

5.2 The Earnest Money/ Bid security shall be valid for a period as specified in the bid document.

5.3 In case of the successful bidder a clause would also be incorporated in the Article pertaining to performance security/ bid security in the contract that the provisions of sanctions for Violation shall be applicable for forfeiture of Performance security / bid security in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for Violation of this pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions wherever required.

- i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Security (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall

not be required to assign any reason therefore.

iii) To immediately cancel the contract if already signed, without giving any compensation to the BIDDER.

iv) To recover all sums already paid by the BUYER and in case an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

vii) To debar the BIDDER from participating in future bidding processes of the Govt. of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broker with a view to securing the contract.

ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

x) Forfeiture of Performance Guarantee/ Security Deposit in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any

one employed by it or acting on its behalf, (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor (s) appointed for the purposes of this Pact.

7. Fall clause

The BIDDER undertakes that it has not supplied/is not supplying similar products/systems or subsystems at a

price lower than that offered in the present bid in respect of any other Ministry/department of the Government of India or PSU and if it is found at any stage that similar products/systems or subsystems were supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1 The BUYER has appointed independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. (Name and addresses of the Monitors are listed in NIT).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions, neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all documents relating to the Project/procurement, including minutes of meeting.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder / Subcontractor(s) with confidentiality.

8.7 The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

12.1 The validity of this Integrity Pact shall be from the date of its signing and extend

to five years Or complete execution of the contract to

Satisfaction of both BUYER and the BIDDER/Seller, including

Warranty period, whichever is later. In case the BIDDER is unsuccessful, this Integrity Pact shall expire after Six (06) months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder

Of this Pact shall remain valid. In this case the parties will strive to come to an

Agreement to their original intentions.

13. The parties hereby sign this integrity pact at ____ on ____.

BUYER

BIDDER

Chief executive officer
(Name of the Officer)
Designation

(Name of the Officer)

PSU
Witness

Witness

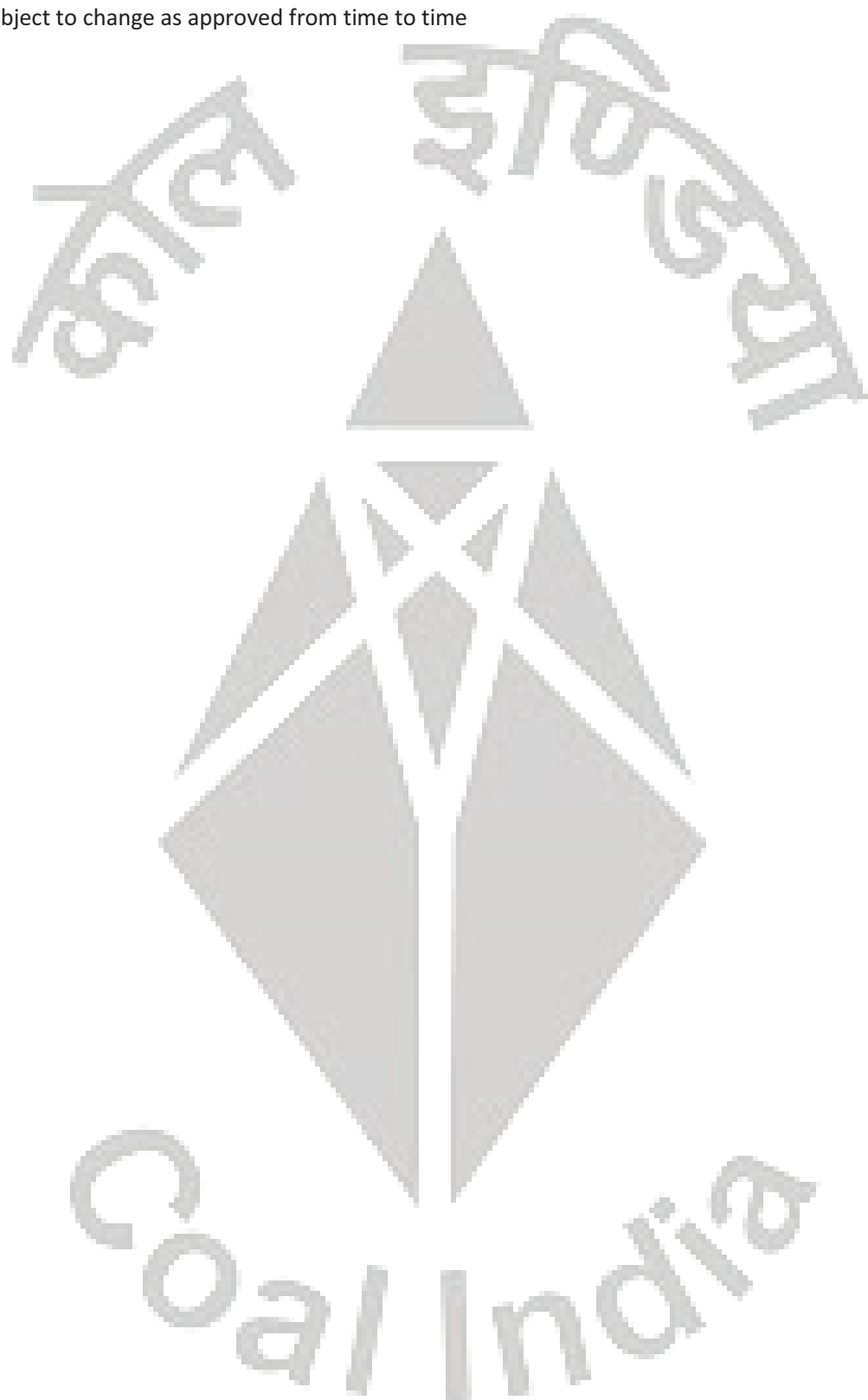
1. _____

1. _____

2. _____

2. _____

NOTE: Subject to change as approved from time to time



AGREEMENT FORM

This agreement, made the _____ day of _____ 200...between _____
_____ (name and address of the Employer) (hereinafter called "the Employer" and
_____ (name and address of the Contractor) (hereinafter
called "the Contractor" of the other part)

Whereas the Employer is desirous that the Contractor execute
_____ (name and identification number of Contract) (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows :

1. In this agreement , works and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this agreement.

2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of the defects wherein the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. The following documents shall be deemed to form and be read and construed as part of this Agreement , viz. :

- (i) Letter of Acceptance ;
- (ii) Notice to proceed with the work ;
- (iii) Contractor's Bid
- (iv) Conditions of Contract
- (v) Specifications
- (vi) Drawings
- (vii) Bill of Quantities and
- (viii) Scope of work and conditions of Contract
- (ix) Integrity Pact
- (x) Any other document listed in the bid document/ Contract as forming part of the contract

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written

The Common Seal of _____

was hereunto affixed in the presence of : _____

Signed, Sealed and Delivered by the said _____

in the presence of : _____

Binding Signature of Employer _____

Binding Signature of the Contractor

Signature of Witness
(Name , address & Date)

5.10 USER PORTAL AGREEMENT
e-Tender Portal User Agreement

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

A. UNDERTAKINGS TO BE FURNISHED ONLINE BY THE BIDDER

I DO HEREBY UNDERTAKE

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

B. TERMS AND CONDITIONS OF E-TENDER SERVICES AGREEMENT

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

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

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

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

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

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

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

→ Bidder Registration, Password and Security

Upon successful completion of Registration online, User ID and Password will be registered. You can login, only by giving valid *User ID* and *Password* and then signing with your valid Digital Signature Certificate. The Online registration/enrollment of bidder on the portal should be done in the name of the bidder.

The person whose DSC is attached to the Registered Bidder should be **either** the bidder himself **Or**, duly authorized by the Bidder.

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

At the time of enrollment in the e-Tendering portal of CIL/its Subsidiaries, the Bidders should ensure that the status of DSC is active on this site. The activation of newly issued DSC may take 24 hrs or more. Hence Bidders who are obtaining new DSC should register at least 24 hrs before the submission of Bid. By registering in this portal you forthwith assume the responsibility for maintaining the confidentiality of the Password and account, and for all activities that occur under your Password or Account. You also agree to (a) immediately notify by e-mail to **Application Administrator/Nodal officer**, of any unauthorized use of your Password or Account or any other breach of security, and (b) ensure that you log-out from your account at the end of each session. CIL/its Subsidiaries shall not be liable for any loss or damage caused to you due to your failure to comply with the foregoing. Registered user can modify or update some of the information in their profile as and when required at their own discretion. However some information such as “User ID” are protected against changes by Bidder after enrollment and some other information such as “Bidder Name” etc are protected against changes by Bidder after bid submission.

Modification of software

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

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

→ System Requirements

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

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

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

→ Contents of Tender Information

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

→ Bid Submission Acknowledgement

The User should complete all the processes and steps required for Bid submission. The successful Bid submission can be ascertained once **acknowledgement** is given by the system through **Bid Submission** number i.e. **Bid ID**, after completion of all the processes and steps. Coal India Limited/Subsidiary 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 principle Civil Court where the said regional Institute is situated shall be place of suing. CIL/subsidiary reserves the right to initiate any legal action against those bidders violating all or any of the above mentioned terms & conditions of e-Tender services agreement.

→ **Modification of terms of Agreement**

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

→ **Policy and Security**

General

Policy

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

Information

Collected

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

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

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

The date and time you access our portal;

The pages you visit

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

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

Use

of

Cookies

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

Security

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

[Note :The format of user portal agreement as above is for guidance only. Bidders are requested to refer the latest form of Bidder Portal Agreement on portal during online submission of bid.]

6. DRAWINGS

(BLANK)

7. Part- II (PRICE BID)

Sl. No.	DESCRIPTION OF ITEM	Qty.	Quoted Rate *	Quoted Amount	SB and KK Cess on service tax	Cost to company
---------	---------------------	------	---------------	---------------	-------------------------------	-----------------

			(excluding service tax)	(excluding Service Tax)		
1	2	3	4	5 (3x4)	6 (=1.0% of 5)	7 (5+6)
1	REFER UPLOADED BOQ (IN EXCEL SHEET)					
2						
3						
	TOTAL COST TO COMPANY			Rs.....		Rs.....

[Instructions to bidders:

1. [Note: * Quoted rate should be inclusive of all taxes, incidentals and overheads except service tax (and other taxes mentioned, if any, in separate column of price bid format.)]
2. Service tax, applicable on the bidder as per their category of Service Tax registration and turnover in previous year & status (small service provider/body corporate/others) be filled, if applicable. The indicated rates are as per nature of service, and liability to pay service tax as per rules applicable on the date of publication of tender notice.
3. CENVAT credit on input is to be availed by CCL on service tax paid/reimbursed by it. L1 will be decided as per **TOTAL COST TO COMPANY** which is excluding the amounts of service tax payable by bidder /CCL, as applicable but inclusive of applicable Cess on Service tax (e.g. Swaccha Bharat Cess, Krishi Kalyan Cess)(col. 6).
4. **GENERAL:** Service Tax (including cess, if any) will be extra, if payable and will be reimbursed by CCL on production of proof of payment by the contractor to the appropriate authority and no reimbursement will be made on the basis of CENVAT credit document.
5. **The price bid as above and instructions at foot note are for general guidance of bidders. The bidders are to submit price bid after downloading the excel format of price bid available on e-procurement portal, filled in details of bidder, status of bidder, quoted rates against item(s) and uploading the same during submission of e tender.**

Annexure-1

... End of instructions]

Digital Signature of Tenderer