वेस्टर्न कोलफील्ड्स लिमिटेड
WESTERN COALFIELDS LIMITED
(मिनीरत्न कंपनी) (A Miniratna Company)
(कोल इंडिया लि. की अनुषंगी कंपनी)
(A Subsidiary of Coal India Limited)

सिविल विभाग /CIVIL DEPARTMENT,
WCL HQ NAGPUR
PHONE /FAX: 0712 – 2510531
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CIN – U10100MH1975GOI018626

पंजी. का.:कोयलाविहार, सिविललाइन्स, नागपुर(महाराष्ट्र)-440001 / Regd. Off. : Coal Estate, Civil Lines, Nagpur(MS) – 440001

Tender Ref. No. wcl-hq-gmciv-e09-2026-27/719 **Date: 02.11.2026**

e-Tender Notice

(Tender ID. 2026_WCL_367398_1)

Digitally signed and encrypted e-Tenders are invited under Two Part system on the website https://coalindiatenders.nic.in from the reputed and experienced contractors for the following work:

Description of work	Location	Estimated Cost of Work (Including GST) (In Rs.)	Earnest Money (In Rs.)	Period of Completion (In Days)
Diversion of village road from Sakhri village to Chincholi village passing through mine lease area of Amalgamated GP Expansion under Gouripouni Sub Area of WCL Ballarpur area	Gouripouni Sub Area, Ballarpur Area of WCL	6,02,24,257.00*	7,52,900.00	90

The original estimated value amounts to Rs. 6,02,24,257.23. However, for the purpose of publishing it on the e-procurement portal, the estimated value has been rounded off to Rs. 6,02,24,257.00.

(i). For Site visit of location of work, the prospective bidder(s) may contact Staff Officer (Civil), Ballarpur, Area

Tender inviting authority	Contact Person(s)/Tender Dealing Officer(s)
Shri O.V. Sujit Sen General Manager(Civil)/HoD, Civil Department Western Coalfields Limited Ph -8275970032	Shri Manikappa Senior Manager (Civil) Civil Department Western Coalfields Limited Ph-8275970291

(ii). Details of GST Registration of WCL:

GSTIN of WCL	State	GSTIN
	Madhya Pradesh	23AAACW1578L1Z4

O.V. Sujit Sen

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Note:

1. Availability/downloading of bid documents: The bid documents will be available on the website(s) https://www.coalindiatenders.nic.in and can be downloaded by the bidder up to the bid submission end date.
2. Basis of Estimated Value: The descriptions, specifications of all items of BOQ are based updated CPWD DSR for 2024-25, updated MP PWD SOR for Roads and Bridges, Maharashtra PWD SSR 2022-23 and Madhya Pradesh PWD SOR for Roads and Bridges 2017.
3. Above Estimated Cost is inclusive of GST and Input Tax Credit (ITC) is not available to WCL.
4. Payable statutory payments like PF & ESI contributions, paid to the contract workers as applicable, shall be reimbursed, on quarterly basis, to the contractor on production of proof of payment on actual basis to the workmen engaged in the contract, limited to 9298 workmen (maximum likely number of workmen to be deployed).
5. Applicability of Price Variation clause: Not Applicable.
6. Applicability of Joint Venture (JV): Applicable.

1. Time Schedule of Tender:

Sl. No	Particulars	Date	Time
a.	Tender e-Publication date	03.11.2026	10.00 hours IST
b.	Document download start date	03.11.2026	10.00 hours IST
c.	Document download end date	19.11.2026	17:00 hours IST
d.	Bid Submission start date	04.11.2026	10.00 hours IST
e.	Bid submission end date	19.11.2026	17:00 hours IST
f.	Start date for seeking Clarification on-line	03.11.2026	10.00 hours IST
g.	Last date for seeking Clarification on-line	12.11.2026	17:00 hours IST
h.	Technical Bid (Cover I) opening date	20.11.2026	17.00 hours IST
i.	Price Bid (Cover II) opening date	10.12.2026	10.30 hours IST

Similar nature of work shall mean: Construction of Bituminous Concrete Road

O.V. Singh
02/11/2026
General Manager Civil / HoD

Distribution:-

1. TS to CMD/ TS to DT(P&P)/ TS to DT(OP)/TS to DF/TS to DP, WCL, NAGPUR
2. GM, (Fin) WCL, Nagpur
3. GM (P&P), WCL, Nagpur
4. AGM/GMs, WCL, All Areas
5. S.O. (C), WCL, All Areas
6. S.M. (C) T. C., WCL, Nagpur
7. Manager (Civil), Technical Section, WCL
8. Manager (C), Budget, WCL, Nagpur

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9. G.M(C), CIL, Kolkata
10. GM(C), SECL, MCL, CCL, NCL, CMPDIL, BCCL, ECL
11. A.O. (Fin)/Chief Cashier, WCL Head qtrs. Nagpur.
12. EA (Civil), WCL Head qtrs. Nagpur.
13. Notice Board

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TENDER DOCUMENT

Tender Ref. No.: wcl-hq-gmciv-e09-2026-27/719 दिनांक: 02.11.2026

Diversion of village road from Sakhri village to Chincholi village passing through mine lease area of Amalgamated GP Expansion under Gouripouni Sub Area of WCL Ballarpur area

WESTERN COALFIELDS LIMITED
(A Subsidiary of Coal India Limited)
Coal Estates, Civil Lines
Distt.: Nagpur (MH)440001

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SECTION-I

वेस्टर्न कोलफील्ड्स लिमिटेड (मिनी रत्न कंपनी) (कोल इंडिया लि. की अनुषंगी कंपनी) **सिविल विभाग, वेकोलि(मु), नागपुर** PHONE : 0712 – 2510531 इमेल - gmcivil.wcl@coalindia.in सीआईएन – U10100MH1975GOI018626 वेबसाईट : www.westerncoal.in		**WESTERN COALFIELDS LIMITED** (A Miniratna Company) (A Subsidiary of Coal India Limited) **Office of General Manager (CIVIL)/ HoD, Civil Department, WCL, Nagpur** PHONE : 0712 – 2510531 email- gmcivil.wcl@coalindia.in CIN – U10100MH1975GOI018626 Website : www.westerncoal.in
पंजी. का.:कोयला विहार, सिविल लाइन्स, नागपुर(महाराष्ट्र)-440001 / Regd. Off. : Coal Estate, Civil Lines, Nagpur(MS) – 440001		

Tender Ref. No.: wcl-hq-gmciv-e09-2026-27/719 दिनांक:02.11.2026

निविदा सूचना
Notice Inviting Tender
(Tender ID: 2026_WCL_367398_1)

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

Description of work	Location	Estimated Cost of Work (Including GST) (In Rs.)	Earnest Money (In Rs.)	Period of Completion (In Days)
Diversion of village road from Sakhri village to Chincholi village passing through mine lease area of Amalgamated GP Expansion under Gouripouni Sub Area of WCL Ballarpur area	Gouripouni Sub Area, Ballarpur Area of WCL	6,02,24,257.00*	7,52,900.00	90

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(i). For Site visit of location of work, the prospective bidder(s) may contact Staff Officer (Civil), Ballarpur Area of WCL (Phone No. 8275968274)

Tender inviting authority	Contact Person(s)/Tender Dealing Officer(s)
Shri O.V. Sujit Sen General Manager (Civil)/HoD, Civil Department Western Coalfields Limited Ph- Mob-8275970032	Shri Manikappa Senior Manager (Civil) Civil Department Western Coalfields Limited Ph-8275970291

(ii). Details of GST Registration of WCL:

GSTIN of WCL	State	GSTIN
	Madhya Pradesh	23AAACW1578L1Z4

Note:

1. Availability/downloading of bid documents: The bid documents will be available on the website(s) https://www.coalindiatenders.nic.in and can be downloaded by the bidder up to the bid submission end date.
2. Basis of Estimated Value: The descriptions, specifications of all items of BOQ are based updated CPWD DSR for 2024-25, updated MP PWD SOR for Roads and Bridges, Maharashtra PWD SSR 2022-23 and Madhya Pradesh PWD SOR for Roads and Bridges 2017.
3. Above Estimated Cost is inclusive of GST and Input Tax Credit (ITC) is not available to WCL.
4. Payable statutory payments like PF & ESI contributions, paid to the contract workers as applicable, shall be reimbursed, on quarterly basis, to the contractor on production of proof of payment on actual basis to the workmen engaged in the contract, limited to 9298 workmen (maximum likely number of workmen to be deployed).
5. Applicability of Price Variation clause: Not Applicable
6. Applicability of Joint Venture (JV): Applicable

2. Time Schedule of Tender:

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h.	Technical Bid (Cover-I) opening date	20.11.2026	17.00 hours IST
i.	Price Bid (Cover II) opening date	10.12.2026	10.30 hours IST

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

If the specified date of Bid Opening falls on is subsequently declared a holiday or closed day for the Procuring Entity, the Bids shall be opened at the appointed time on the next working day.

3. Earnest Money Deposit (EMD)

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

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

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

NEFT/RTGS: In case of payment through NEFT/RTGS from any scheduled bank(s), the bidder will have to make payment as per the Challan(s) generated by system on e-Procurement portal. The

payment of EMD through NEFT/RTGS mode should be made well ahead of time to ensure that the EMD amount is transferred to CIL/ Subsidiary account before submission of bid.

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

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

3.1.3 Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) will be exempt from the payment of earnest money (applicable only for Services tenders).

In case of exemption of EMD, the scanned copy of document in support of exemption will have to be uploaded by the bidder during bid submission. However, this option is to be enabled only in those cases where the exemption of EMD to some bidders is allowed as per NIT.

4. Pre-bid Meeting

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

5. **Clarification of Bid**

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

6. User Portal Agreement

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

7. **Eligible Bidders**

The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm, company, Joint Venture, any legal entity having eligibility to participate as per eligibility criteria stipulated in clause No.8 of NIT and having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA.

Note: Joint Venture shall not be allowed for participation in the bid with estimated cost of work put to tender up to Rs. 5 (five) crores.

8. Eligibility Criteria

A. Work Experience

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

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

Or

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

Or

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

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

In all the above cases, while considering the value of completed works, the full value of completed work be considered whether or not the date of commencement is within the said 7(seven) years period. The date of completion of work should be during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.

Cost of previous completed works shall be given a simple weightage of 7% per year to bring them at current price level, while evaluating the qualification requirement of the bidder. Such weightage shall be considered after end date of completion. Updating will be considered for full or part of the year (total no. of days / 365) i.e. considering 365 days in a year, till the last day of month previous to one in which bid has been invited.

Joint Venture shall be allowed for participation in the bid with estimated cost above Rs. 5.00 Crores.

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

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

a) In case of completion of single work of similar nature costing, not less than the amount equal to 80% of the estimated cost put to tender: -

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

   Or

b) In case of completion of two works of similar nature each costing not less than the amount equal to 50% of the estimated cost put to tender: -

   i) Either the JV itself/ Any one partner can match the above requirement.

   Or

ii) At least two partners should each have completed at least one work of similar nature each costing not less than the amount equal to 50% of the estimated cost put to tender.

Or

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

i) Either the JV itself/ Any one partner can match the above requirement.

Or

ii) Any two partners shall match the above requirement through completion of at least two work by one partner and one work by other partner of similar nature each costing not less than the amount equal 40% of the estimated cost put to tender.

Or

iii) All the three partners shall match the above requirement through completion of at least one work of similar nature each costing not less than the amount equal 40% of the estimated cost put to tender.

The above qualification criteria shall be met collectively by JV partners or JV itself.

The qualifying criteria parameter e.g. experience of the individual partners of the JV will be added together towards fulfilment of qualification criteria related to experience.

The definition of similar work shall be as follows: Construction of Bituminous Concrete Road

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

i) Description of qualifying experience (similar nature)

ii) Work order Number /Agreement Number of each experience

iii) Name & address of Employer/Work Order Issuing authority of each experience

iv) Percentage (%) share of each experience (in case the experience has been earned by the bidder as a partner in a joint venture firm/partnership firm then the proportionate value of experience in proportion to actual share of bidder in that joint venture firm/ partnership firm will be considered against eligibility else it shall be taken as 100%).

v) Executed Value of work against each experience

vi) Start date & end date of each qualifying experience (similar nature)

Note:

a) In case the bidder is a Joint Venture, work experience as above may be furnished as the work experience of the bidder.

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

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

(The "Previous Financial Year" shall be computed with respect to the e-Publication date of NIT).

The intending bidder must submit Financial Turnover certificate having a Unique Document Identification Number (UDIN) with Institute of Chartered Accountants of India for last 3 (three) financial years issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India

If any bidder does not furnish the turnover value for any financial year out of the last 3 financial years, the turnover for that financial year shall be taken as 'Zero' and the average annual financial turnover shall be calculated accordingly.

Financial turnover shall be given a weightage to bring them at current price level by adding 7% for each completed year (total number of days/365) after the end of respective financial year (i.e. 31st March) till the last day of month previous to one in which e-tender has been invited.

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

The qualifying criteria parameter e.g. financial resources (Turnover) of the individual partners of the J.V. will be added together, for the relevant financial year, and the total should not be less than as spelt out above. The requirement of Turnover under this clause shall be met in the proportion given below:

a) The lead partner shall have at least 50% share in the required Average Financial Turnover to qualify in the tender,

b) All other Individual partners shall have at least 25% share in the required Average Financial Turnover to qualify in the tender.

(In case of JV, Turnover Certificate for each individual partners of JV)

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

i) Annual turnover of each of the last 3 (three) years ending 31st March of the previous financial year.

ii) Name of the Chartered Accountant issuing the Profit and Loss A/c or the Turnover certificate.

iii) Membership Number of the Chartered Accountant.

iv) Date of certificate issued by Chartered Accountant.

v) Confirmation regarding possessing of Financial Turnover issued by a Practicing Chartered Accountant in the form of Yes / No.

Note:

a) In case the bidder is a Joint Venture, the turnover 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. However, the information against Sl. No.: (ii) to (iv) above will be given w.r.t. the lead partner of JV only.

Scanned copy of documents to be uploaded by bidders

Financial Turnover certificate having a Unique Document Identification Number (UDIN) with Institute of Chartered Accountants of India.

C. Permanent Account Number (PAN): The bidder should possess valid Permanent Account Number (PAN) issued by Income Tax department, Govt. of India.

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

i) Confirmation regarding possessing of Permanent Account Number(PAN) issued by Income Tax department, Govt. of India in the form of Yes / No.

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

PAN CARD of the bidder

Note:

a) In case of JV, PAN card for each Indian partner of JV and Verifiable Tax Residency Certificate of respective country for each foreign partner or JV itself.

D. Goods and Services Tax (Not Applicable for Exempted Services)

The bidder should be either GST Registered Bidder under regular scheme

OR

GST Registered Bidder under composition scheme

OR

GST unregistered Bidder

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

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

Scanned copy of documents to be uploaded by bidder(s) in Bidder space/ My Document.

Document as per 9(a)(iii) below.

Note:

i) In case of JV, Bidder should submit scanned copy of GST status of Lead Partner only or GST Registration Certificate of JV itself.

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

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

iv) **Bidder having multiple business verticals within a State have to provide separate GST registrations for each vertical and the GSTIN of the specific business vertical pertaining to the supply and services covered under the Schedule of Requirements, if applicable in the undertaking.**

v) **Bidder to provide the details of GST Jurisdictional Assessing Officer (Designation, Address and Email ID), as applicable in the undertaking.**

vi) During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the

bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower. During execution of the contract, if the GST liability changes, then the benefit should be passed to the company/procuring entity.

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

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

Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and Revised vide Order No. P-45021/2/2017-PP (BE-II)-Part (4) Vol.II dated 19.07.2024, issued by Govt. of India as amended from time to time shall be applicable. In terms of the above said policy, purchase preference shall be given to Class-I local supplier. In terms with the above said policy, Class-I local suppliers and Class-II local suppliers shall be eligible to bid.

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

(A) 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under said order.

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

(C) 'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20% as defined under said order

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

(E) 'Margin of Purchase Preference' means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference is 20% (twenty percent).

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

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

Note: -

(i) If the estimated value of Procurement is upto Rs. 10 crores, all the Bidders at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items in Undertaking format at Annexure-III. They shall also give details of the location(s) at which the local value addition is made, if applicable.

(ii) If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate (with UDIN) from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered

account (in respect of suppliers other than companies) giving the percentage of local content (with Annexure-IV).

Note:

If the procuring entity negotiates with the L1 bidder, who is not a Class-I Local Supplier, the margin of purchase preference (L1+20%) should be calculated based on the original L1 price, not the lower negotiated price, and such eligible Class-I Local Suppliers shall be called to match the new negotiated L1 price as per procedure mentioned above for placement of 50% quantity.

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

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

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

ii) If the L-1 bid is not a Class-I local supplier, 50% of the order quantity shall be awarded to L-1. Thereafter, the lowest Bidder among the 'Class-I local suppliers' will be invited to match the L-1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference (L1+20%) and the contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L-1 price. In case the lowest eligible Class-I local supplier fails to match the L-1 price or accepts less than the offered quantity, the next higher Class-I local supplier within the margin of purchase preference (L1+20%) shall be invited to match the L-1 price for the remaining quantity and so on, and the contract shall be awarded accordingly. In case some quantity out of the 50% (for the eligible Class-I Local Suppliers) is still left uncovered, then such balance quantity may also be ordered on the L-1 Bidder.

II. In the procurement of works which are not divisible, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', the following procedure shall be followed:

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

ii) If L-1 is not a Class-I local supplier, the lowest Bidder among the Class-I local suppliers, will be invited to match the L-1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference (L1+20%), and the contract shall be awarded to such Class-I local supplier subject to matching the L-1 price.

iii) In case the lowest eligible Class-I local supplier fails to match the L-1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference (L1+20%) shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L-1 price, the contract may be awarded to the L-1 Bidder.

III. Deleted

IV. Requirement for specification in advance: The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in

the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

V. Verification of local content

a) If the estimated value of Procurement is upto Rs. 10 crores, all the Bidders at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items. They shall also give details of the location(s) at which the local value addition is made, if applicable.

b) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate with UDIN from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

c) For all contracts above Rs. 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice at the time of final bill submission or as and when demanded by Engineer-In-Charge. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II or from Class-II to Non-local, a penalty of 5% of the contract value excluding GST shall be imposed, and the category of the supplier/service provider changes from Class-I to Non-local, a penalty of 10% of the contract value excluding GST shall be imposed. However, contract once awarded shall not be terminated on this account.

d) Decisions on complaints relating to implementation of Order vide No**.** P-45021/2/2017-PP (BE-II) dated 16.09.2020 and Revised vide Order No. P-45021/2/2017-PP (BE-II)-Part(4) Vol.II dated 19.07.2024, (amended from time to time) shall be taken by TAA limited to the CMD of CIL/Subsidiaries to the procuring entity.

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

f) False declarations *(say, category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local) with respect to Make in India Order* will lead to debarring of the bidder or its successors for a period up to two years as per Guidelines on debarment of firms from bidding along with such other action as may be permissible under law.

g) A supplier who has been debarred by any procuring entity for violation of the Order shall not be eligible for preference under the Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed below.

h) A supplier who has been debarred by any procuring entity as per this sub-para: The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:

   1) The fact and duration of debarment for violation of the Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing

Committee and the Department of Expenditure through the concerned Ministry/ Department or in some other manner;

2) on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);

3) In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

VI. Reciprocity Clause

1. When a Nodal Ministry/Department *IDENTIFIES* that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies *UNDER THEIR ADMINISTRATIVE CONTROL AND GeM for appropriate reciprocal action*.
2. *ENTITIES OF COUNTRIES WHICH HAVE BEEN IDENTIFIED BY THE NODAL MINISTRY/DEPARTMENT*s not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India (including CIL and its Subsidiaries) for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
3. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

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

a) While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

b) In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. CIL/Subsidiary while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. CIL/ Subsidiary shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

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

9. **Submission of Bid**

a.(i) In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL (**https://coalindiatenders.nic.in**) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one-time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person. The bidder is one whose name will appear as bidder in the e-Procurement Portal.

a.(ii) 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, Integrity Pact and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed/accepted.

a.(iii) The bidders have to accept unconditionally in GTE (General Technical Evaluation) the Undertaking at **Annexure II** regarding Genuineness of the information furnished by him on-line & authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility criteria etc. and **Annexure I** (Letter of Bid).

Moreover, the following documents shall be considered from the Bidder's space/ My Document and recycling will be done for these documents i.e. further clarification will be sought from bidder, if required, as per recommendation of Tender Committee -

Sl. No.	**Document**	**Scanned copy of documents uploaded by bidder in Bidder's space/ My Document**
1	**2**	**3**
1	Permanent Account Number *(Ref. Clause No.8(C) of NIT)*	PAN card issued by Income Tax department, Govt. of India. In case of JV, PAN card for each Indian partner of JV and Verifiable Tax Residency Certificate of respective country for each foreign partner or JV itself.
2	Goods and Services Tax (GST) Status of Bidder (Ref. Clause No.8(D) of NIT and BOQ)	The following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ sheet: i) Status: GST Registered Bidder under regular scheme Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India. ii) Status: GST Registered Bidder under composition scheme Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of

		India. iii) Status: GST unregistered bidder: Document: A Certificate having UDIN from a practicing Chartered Accountant/ Cost Accountant having membership number with Institute of Chartered/ Cost Accountants of India certifying that the bidder is GST unregistered bidder in compliance with the relevant GST rules of. India. [In case of JV, Bidder should submit scanned copy of GST status of Lead Partner only or GST Certificate of JV itself] **Note:** i) *If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST registration as per GST Act and rules.* ii) **Bidder having multiple business verticals within a State have to provide separate GST registrations for each vertical and the GSTIN of the specific business vertical pertaining to the supply and services covered under the Schedule of Requirements, if applicable in the undertaking.** iii) **Bidder to provide the details of GST Jurisdictional Assessing Officer (Designation, Address and Email ID), as applicable in the undertaking.**
3	Legal Status of the bidder	<u>Document(s) covered under any one of the following sub-head(s)</u>: 1. Notarised Affidavit on stamp paper declaring that his firm is a proprietary/ individual firm, and he is sole proprietor of the firm or any other legally acceptable document to prove pro-prietorship/Individual status of the bidder. 2. Notarised Affidavit on stamp paper signed by 'Karta' who has the authority, power and consent given by other members to act on behalf of HUF or any other legally acceptable document to prove Hindu Undivided Family (HUF) status of the bidder. 3. Notarised copy of Partnership deed or a copy of the Partnership deed registered with the Registrar containing name of partners in case of partnership firm. 4. Memorandum & Article of Association with certificate of in-corporation containing name of bidder in case of Company. 5. In case LLP firm/s, the following documents shall be submitted: a) A copy of LLP Agreement & b) A copy of Certificate of Incorporation of LLP. 6. In case of Society/s or Trust/s, the following documents shall

		be submitted: a) A copy of Certificate of Registration, b) A copy of Memorandum of Association of Society/Trust Deed & c) A copy of Rules & Regulations of the Society. 7. The following documents in respect of Legal Status of a JV Bidder shall be uploaded in Bidder's Space by the JV Bidder: i) Scanned copy of JV Agreement containing name of partners and lead partner, Power of Attorney to the lead partner and share of each partner as per Annexure-V ii) The document(s) (as applicable) regarding legal status of all the individual partners of JV mentioned below: a) In case of Proprietorship/Individual Firm i) a copy of Notarised Affidavit on Stamp Paper declaring that his firm is a proprietary/ individual firm, and he is sole proprietor of the firm, or any other legally acceptable document to prove Proprietorship/Individual status of the Bidder. ii) in case JV agreement is not signed by proprietor/individual of the firm, then a copy of notarized Power of Attorney on Stamp Paper in favour of individual to sign JV agreement on behalf of the firm. b) In case of Hindu Undivided Family (HUF) i) a copy of Notarised Affidavit on stamp paper signed by 'Karta' who has the authority, power and consent given by other members to act on behalf of HUF or any other legally acceptable document to prove Hindu Undivided Family (HUF) status of the bidder. ii) a copy of Notarized affidavit on Stamp Paper declaring that he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF firm. c) In case of partnership firm i) a Notarised copy of Partnership deed or a copy of the Partnership deed registered with the Registrar containing name of partners, ii) a copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper & iii) a copy of Power of Attorney signed by all partners of the firm in favour of the individual to sign the JV

		Agreement on behalf of the partnership firm and create liability against the firm in case of partnership firm. d) In case of Company i) a copy of Memorandum & Article of Association with certificate of incorporation containing name of Bidder, ii) a copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement & iii) a copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the JV Agreement on behalf of the company and create liability against the company in case of Company; e) In case of LLP i) a copy of LLP Agreement, ii) a copy of Certificate of Incorporation of LLP, iii) a copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement, iv) a copy of Authorization/ copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP f) In case of Society/s or Trust/s i) a copy of Certificate of Registration, ii) a copy of Memorandum of Association of Society/Trust Deed, iii) a copy of Rules & Regulations of the Society & iv) a copy of Power of Attorney, in favour of the individual to sign the tender documents and create liability against the Society/Trust.

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

Sl. No.	Eligibility Criteria	Scanned copy of documents to be uploaded by bidder(s) in support of information/declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENTS)
1	**2**	**3**
1	Work Experi-	Satisfactory Work Completion Certificate issued by the employer

	ence (Ref. Clause No.8(A) of NIT)	against the experience of similar work containing all the information furnished by bidder on-line. Work order, BOQ, TDS may be sought during clarification or along with deficient documents as per clause 13(B), if felt necessary by the Tender Committee. *(In case of JV, Satisfactory Work Completion Certificate against individual partner(s) including Lead Partner of JV as applicable as per details mentioned in clause No. 8.*
2	Financial Turnover *(Ref. Clause No.8(B) of NIT)*	Financial Turnover certificate having a Unique Document Identification Number (UDIN)with Institute of Chartered Accountants of India for last 3 (three) financial years issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India. *(In case of JV, Turnover certificate for each individual partner of JV)*
3	Digital Signature Certificate (DSC)	If the bidder himself is the DSC holder bidding on-line, then no document is required. However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder as indicated below. In case of proprietorship/ individual firm, a copy of notarized Power of Attorney on Stamp Paper in favour of individual to bid on behalf of the firm. In case of HUF, a copy of notarized affidavit on Stamp Paper declaring that he is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF or to give Power of Attorney in favour of individual to bid on behalf of the firm. In case of partnership firm, a copy of consent of all the partners or Power of Attorney in favour of the individual by partnership firm, to bid on behalf of the firm. In case of company, a copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to bid, on behalf of the company. In case of LLP, a copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to bid on behalf of the LLP. In case of Society/ Trust, a copy of Power of Attorney, in favour of the individual to bid on behalf of the Society/Trust.

4	Undertaking by bidder on his/her/their Letter Head as per **Annexure-III**.	Undertaking regarding relatives as employees of company, Local supplier status of the Bidder as per clause 8E of NIT, declaration w.r.t Make in India order dated 19.07.2024, Code of Integrity for Public Procurement (CIPP) and compliance w.r.t procurement from bidder of a country which shares a border with India etc.
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.		

c) Letter of Bid (LoB): The format of Letter of Bid is given at Annexure I of Tender document. This will be the covering letter of the bidder for his submitted bid. The bidders have to accept unconditionally the Letter of Bid in GTE (General Technical Evaluation) at the time of bid submission. This online acceptance during bidding through GTE shall be construed as submission of LOB by bidder.

d) Price bid: The Price bid containing the Bill of Quantity will be in Excel format and will be downloaded by the bidder and bidder will quote the rates for all items on this Excel file. Prior to quoting the rates in the BOQ file, the bidder will select the appropriate status from the following drop down list given in the BOQ:

I. Status: GST Registered Bidder under regular scheme

II. Status: GST Registered Bidder under composition scheme

III. Status: GST unregistered bidder

The rates quoted by the bidder will be excluding GST and GST component (to be paid by CIL / Subsidiary and/or the bidder) will appear as a separate entity. The component of GST will be taken by the system based on the status of bidder selected by the bidder during bid submission and with the pre-defined business logic given in the BOQ file by the department. This file will be digitally signed and uploaded by the bidder after ascertaining the correctness of facts and figures.

Thereafter, the bidder will upload the same Excel file during bid submission in cover-II. The Price-bid (excluding GST) will be in Item Rate or Percentage Rate or Mixed Rate combination of Item Rate and Percentage Rate] BOQ format and the bidder will have to quote for all the tendered items. The Price Bid of the tenderers will have no condition. The price bid which is incomplete and not submitted as per instruction given in this document is liable for rejection. Further, if a firm/ bidder quotes overall NIL charges/ consideration, the bid shall be treated as unresponsive and will not be considered.

System for decision of L1 bidder

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

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

For calculation of Overall Bid Value, the GST [CGST, SGST/UTGST, IGST and GST (compensation to state tax)] to be paid by the bidder or by CIL/ Subsidiary taken by the

system will be added to decide the L1 i.e. the ranking of the Bidders will be decided based on rates quoted by the bidders plus GST. This value of the bidder will be "the Cost to Company".

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

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

For calculation of Overall Bid Value, the GST [CGST, SGST/UTGST, IGST and GST (compensation to state tax)] to be paid by the Bidder or by CIL/ Subsidiary taken by the system will be ignored to decide the L1 i.e. the ranking of the Bidders will be decided based on rates quoted by the bidders excluding GST. This value of the bidder will be "the cost to Company".

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

Note: The bidder should select their GST category as per clause no. 8.D of NIT.

10. **Bid Submission**

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

11. **System Requirement**

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

12. Opening of Technical Bid

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

12.2 The e-Procurement System will evaluate the Technical bids automatically on the basis of relevant data provided by bidder through a form in an objective and structured manner while submitting bid. If the parameter given by bidder in objective and structured manner does not confirm to required eligibility criteria as specified in the tender document then the bid will be either automatically rejected by the system or shown as non-complied bid which shall be rejected by the evaluator.

12.3 All the documents uploaded by bidder(s) including EMD exemption documents (if any) and the Evaluation sheets generated by the system online shall be downloaded after opening of Technical bid (Cover-I). After decryption and opening of Technical bid (Cover-I) the "technical bid opening summary" will be uploaded on the same day.

13. Technical Evaluation of Tender

a) After opening of Technical bid, the documents submitted by bidder(s) as enlisted in the NIT will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/declarations furnished by the bidder(s) online. If it confirms to all of the information/ declarations furnished by the bidder

online and does not change the eligibility status of the bidder then the bidder will be considered eligible for opening of price bid.

b) In case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information furnished online or in case corresponding document have not been uploaded by bidder(s) then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 x 24 hours) time for online re-submission by bidder(s). The bidder(s) will get this information on their personalized dashboard under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e- mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder(s) will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 7 days. No further clarification shall be sought from Bidder.

Note: The shortfall information/ documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then and does not grant any undue advantage to any bidder. These should be called only on basis of the recommendations of the TC. So far as the submission of documents is concerned regarding qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered.

Certificates or supporting documents created, signed, or issued after the date of bid opening shall not be accepted, even if they purport to certify historical facts. This restriction is necessary to prevent post-facto manipulation of records and to ensure a fair, transparent, and auditable evaluation process. Bidders are, therefore, advised to ensure that all required certificates and supporting documents are collected in advance and enclosed with their bids.

For example,

1. if the Permanent Account Number, registration with GST & document related to legal status has been asked to be submitted and the tenderer has not provided them, these documents may be asked for.

2. if the bidder has submitted a contract without its completion/ performance certificate, the Tender Committee may request the bidder to furnish such certificate based on the information furnished by the bidder online in Bid Submission Confirmation (BSC) sheet. However, only documents that were already in existence prior to the bid submission deadline shall be considered for this purpose. And no new certificate or contract should be asked for so as to qualify the bidder.

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

d) The tender will be evaluated on the basis of documents uploaded by bidder(s) online against the information/ declaration furnished online and generated by the system as Bid Submission Confirmation Sheet. The bidder(s) is/are not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.

e) In case the bidder(s) submit(s) requisite documents online as per NIT, then the bidder(s) will be considered eligible for opening of Price Bid.

f) Seeking clarification shall be restricted to confirmation of submitted document/online information only and it should be only for one time for a period of upto 7 days. The clarification shall be taken in online mode in the e- Procurement portal of CIL only.

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

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

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

j) In case the L1 bidder is technically eligible but rejection is due to high rate quoted by him/her/their then the tender shall be cancelled and retendered.

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

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

l) **Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and Revised vide Order No. P-45021/2/2017-PP (BE-II)-Part (4) Vol.II dated 19.07.2024, issued by Govt. of India as amended from time to time shall be applicable.**

Note:

If the procuring entity negotiates with the L1 bidder, who is not a Class-I Local Supplier, the margin of purchase preference (L1+20%) should be calculated based on the original L1 price, not the lower negotiated price, and such eligible Class-I Local Suppliers shall be called to match the new negotiated L1 price as per procedure mentioned above for placement of 50% quantity.

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

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

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

ii) If the L-1 bid is not a Class-I local supplier, 50% of the order quantity shall be awarded to L-1. Thereafter, the lowest Bidder among the 'Class-I local suppliers' will be invited to match the L-1 price for the remaining 50% quantity subject to the Class-I local supplier's

quoted price falling within the margin of purchase preference (L1+20%) and the contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L-1 price. In case the lowest eligible Class-I local supplier fails to match the L-1 price or accepts less than the offered quantity, the next higher Class-I local supplier within the margin of purchase preference (L1+20%) shall be invited to match the L-1 price for the remaining quantity and so on, and the contract shall be awarded accordingly. In case some quantity out of the 50% (for the eligible Class-I Local Suppliers) is still left uncovered, then such balance quantity may also be ordered on the L-1 Bidder.

II. In the procurement of works which are not divisible, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', the following procedure shall be followed:

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

ii) If L-1 is not a Class-I local supplier, the lowest Bidder among the Class-I local suppliers, will be invited to match the L-1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference (L1+20%), and the contract shall be awarded to such Class-I local supplier subject to matching the L-1 price.

iii) In case the lowest eligible Class-I local supplier fails to match the L-1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference (L1+20%) shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L-1 price, the contract may be awarded to the L-1 Bidder.

III. Deleted

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

Verification of local content

a. If the estimated value of Procurement is upto Rs. 10 crores, all the Bidders at the time of bidding shall submit either self-certification indicating the percentage of local content in the offered items. They shall also give details of the location(s) at which the local value addition is made, if applicable.

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

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

d. False declarations *(say, category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local) with respect to Make in India Order* will lead to debarring of the bidder or its successors for a period up to two years as per Guidelines

on debarment of firms from bidding along with such other action as may be permissible under law.

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

m) **Procurement from Micro and Small Enterprises (MSEs) (APPLICABLE FOR SERVICE NATURE OF TENDERS)**

i) Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, 25% of the work will be awarded to MSE as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) for the tendered work/item. Where the tendered work can be split, MSE quoting a price within a price band of L1 + 15% shall be awarded at least 25% of total tendered work provided they match L1 price. In case the tendered work cannot be split, MSE shall be awarded full work provided their quoted price is within a price band of L1 + 15% and they match the L1 price.

ii) In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the work may be shared proportionately if the job can be split.

If the job cannot be split, then the opportunity to match the L-1 rate of the tender shall be given first to MSE who has quoted lowest rate among the MSEs and the total job shall be awarded to them after matching the L-1 price of the tender, in case the L1 is other than MSE. If MSE is a L1 bidder, full work will be awarded to such bidder. If the MSE who have quoted lowest rate among the MSEs in the price band of L1 + 15% do not agree to match the rate of L1 of the tender, then the MSE with next higher quoted rate in the price band of L1 + 15% shall be given chance to match the rate of L1 for award of the complete job. This process to be repeated in till work is awarded to MSE or MSE bidders are exhausted.

iii) Out of the 25% target of annual procurement from micro and small enterprises 3(three) percent shall be earmarked for procurement from micro and small enterprises owned by women. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, 3(three) percent sub-target so earmarked shall be met from other MSEs.

iv) Out of the 25% target of annual procurement from micro and small enterprises 4(four) percent shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste & Scheduled Tribe entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, four percent sub-target so earmarked shall be met from other MSEs.

v) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority must be submitted by the bidder in addition to certificate of registration with anyone of the agencies mentioned in paragraph (I) above. The bidder shall be responsible to furnish necessary documentary evidence for enabling CIL/ Subsidiary to ascertain that the MSE is owned by SC/ST. MSE owned by SC/ST is defined as:

- In case of proprietary MSE, proprietor(s) shall be SC /ST

- In case of partnership MSE, The SC/ST partners shall be holding at least 51% shares in the enterprise.
- In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
- In case of Public Limited Companies, at least 51% share shall be held by SC/ST entrepreneurs at any given point of time.

vi) Classification of Micro and Small Enterprise are as under:

a) Micro Enterprise – Enterprise where the investment in plant and machinery or equipment does not exceed two crore fifty Lakh Rupees and turnover does not exceed ten crore rupees.

b) Small Enterprise- Enterprise where the investment in plant and machinery or equipment does not exceed twenty-five crore Rupees and turnover does not exceed hundred crore rupees.

vii) Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy.

viii) The MSEs are required to submit copy of documentary evidence, issued by their registering authority whether they are small enterprise or micro enterprise as per provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 with latest guidelines/clarifications provided by MoMSME.

ix) If MSE Bidder withdraws his offers after last date of bid submission or fails to sign the Agreement or commence the work as per Conditions of Contract then such Bidder shall be debarred for a minimum period of 1(One) year in line with provisions of Guidelines on Debarment of firms from Bidding.

x) If a bidder participates as a joint Venture (JV), the benefits as per Public Procurement Policy for MSEs Order-2012 shall not be applicable to them (Note: Applicable for Tenders for Services).

14. <u>Auto Extension of Critical Date</u>

If number of bids received online is found to be less than 03(three) on end date of bid submission, then the following critical dates of the Tender will be automatically extended for a period of four days (4x24 hours) after the original end date and time of bid submission.

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

If any of the above extended Dates falls on Holiday i.e. a non-working day as defined in the e-Procurement Portal or Date of Opening of tender subsequently declared a holiday or closed day for the Procuring Entity, then the same is to be rescheduled to the next working day.

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

Notes:

1. The validity period of tender should be decided based on the final end date of submission of bids.

2. The auto extension shall work on the basis of number of bids received only. It may so happen that any of these bids may be eventually rejected during Tender Opening, Technical evaluation or further process of evaluation resulting the total number of valid bids becoming less than 03(three).

3. After extension, the tender shall be opened irrespective of available number of bids on the extended date of opening of tender.

15. **<u>One Bid per Bidder</u>**

15.1 A Bidder shall submit only one bid in a particular bidding process. In case of a holding company having more than one independent manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions shall apply to closely related sister companies. Bidder's sister/ Associated/ Allied concern(s) participating or applying against the same tender, shall lead to disqualification of Bidders. Sister / Associated / Allied concern means a company, society, partnership firm or proprietorship firm having one or more common persons as Director / Partner/ Member/ Owner. A Bidder who submits more than one bid will cause all the proposals submitted in the particular bid to be disqualified. In relation to the above, a person will include firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies / any other legal entity, as the case may be, & will be deemed to have submitted multiple bids in a particular bid if a person bids in any of the two formats given below:

i) individual or proprietorship format and/or

ii) a partnership or association of persons format and/or

iii) a company format.

Whereby,

- A company shall for this purpose include any artificial person whether constituted under the Indian laws or of any other country.
- A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
- A person shall be deemed to have bid in a company format if the person holds:

i) More than 20% (twenty percent) of the voting share capital of the company which has submitted a bid, or

ii) Is a director and / or Key Managerial Personnel of the company which has submitted a bid, or

iii) Holds more than 20% (twenty percent) of voting share capital in and/or is a director and / or Key Managerial Personnel of a holding company of that company which has submitted the bid.

Earnest Money deposited by defaulting Bidders shall be forfeited and they shall be debarred from participating in future tenders in concerned Subsidiary/CIL HQ for a minimum period of 12 (twelve) months from the date of issue of such letter. In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm and in case of Company then only Company shall be debarred.

Note: - However, debarment shall be done as per Guidelines on Debarment of firms from Bidding.

16. **Refund of EMD**

a) If EMD is paid by the bidder in online mode (Direct Debit/NEFT/RTGS) then the EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the cases where EMD is to be forfeited).

b) No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.

c) If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason, then it will be paid through conventional system of e-payment. For this purpose, if required, Tender Inviting Authority will obtain the Mandate Form from the Bidder.

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

e) If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender.

f) At the option of bidder, the EMD of successful bidder (on Award of Contract) will be retained by CIL/ Subsidiary and will be adjusted to Performance Security Deposit.

17. Site Visit

17.1 The bidder, at the Bidder's own responsibilities, cost and risk, is encouraged to visit and examine the Site of Works and it's surrounding, approach road, soil condition, investigation report, existing works, if any, connected to the tendered work, drawings connected to the work, if / as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the works. The cost of visiting the Site shall be at the Bidder's own expense.

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

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

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

18. Taxes and Duties

All duties, taxes (excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable) only) and other levies, royalty, building and construction workers cess (as applicable in States) payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST, if any, either payable by bidder or by company under reverse change mechanism shall be computed by system in BOQ sheet as per predefined logic.

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

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

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

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

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

However, in case bidder/contractor is GST unregistered bidder/dealer or GST registered under composition scheme in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In case of unregistered dealer/bidder, GST, if applicable will be deposited by CIL/Subsidiary directly to concerned authorities in terms with GST provisions.

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

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

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

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

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

Note:

During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the bidder during

tender stage based on which cost to company has been ascertained or at actuals, whichever is lower. During execution of the contract, if the GST liability changes, then the benefit should be passed to the company/procuring entity.

19. **Cost of Bidding**

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

20. Technical Specifications

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

21. **Currencies of Bid and Payment**

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

In domestic tenders, bid can be submitted only in INR, and any bid in foreign currency should be summarily rejected. Foreign bidders can also participate if they submit a bid in INR. However, purchase preference for local content as per the PPP-MII shall apply.

22. Handing Over of Site

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

23. Deployment of Manpower and Machineries

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

24. **Change in Constitution of the Contracting Agency**

The Contractor must proactively keep the Procuring Entity informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract since that may vitiate the legal basis of the Contract. Where the contractor is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:

a) A new partner shall not be introduced in the firm except with the prior consent in writing of the concerned Director of CIL/ Subsidiary, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking;

b) On the death or retirement of any partner of the contractor firm before the complete performance of the contract, the Procuring Entity may, at his option, terminate the contract for default as per the Contract and avail any or all remedies thereunder;

c) In case the contract not terminated as provided in Sub-para (b) above; i) the remaining partners should give a written undertaking to perform the contract and accept all liabilities (including those of the expired/ retired partner) incurred by the firm under the contract before the date of such an event.

d) notwithstanding the retirement of a partner from the firm, that partner shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Procuring Entity in writing or electronically.

25. Canvassing in Tender

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

26. Letter of Acceptance (LOA)/Work Order/Agreement

The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer electronically online on the e-procurement portal of CIL prior to expiration of the Bid validity period. The L-1 bidder will get the information regarding award of work on their personalised dash-board on-line. On receipt of Letter of Acceptance (LOA)/Work Order of the tender issued by the Company, the successful tenderer shall execute contract agreement in the company's prescribed form for the due fulfilment of the contract. Failure to enter into the required contract within the specified period in the work order shall entail cancellation of LOA/work order and forfeiture of the Earnest Money. In addition, the department may debar the bidder from participating in future bids for at least 12 months as per Guidelines on Debarment of firms from Bidding.

27. **Bid Validity**

The validity period of the tenders shall be 120 (One Hundred Twenty) days from the end date of bid submission. A bid valid for a shorter period shall be rejected by employer as nonresponsive. The validity period of tender shall be decided based on the final end date of submission of bids. In case the day up to which the bids are to remain valid falls on or is subsequently declared a holiday/ closed day for the Procuring Entity, the bid validity shall automatically be deemed to be extended upto the next working day.

In exceptional circumstances, prior to expiry of the original time limit, the Tender Inviting Authority/ Employer may request the bidders (all the responsive tenderers) to extend the period of validity for a specified additional period. The employer's request and the bidder's responses shall be made in writing or by e-mail. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid.

In case no response is received from the participating bidders/ tenderer within the stipulated time period, it will be presumed that the bidder has not agreed to extend bid validity with same terms & conditions of their original offer upto the date requested by the employer.

The bidders, who agree to extend the validity, are to do so without changing any terms, conditions, and so on, of their original tenders. If a not-extended bid happens to be the L1 bidder, the tender must be cancelled.

[***Note for clarity:*** In case such a refusal by bidder(s) to extend validity (hereinafter called not-extended bids) or withdrawal of offer within validity (hereinafter referred as withdrawn bids), happens:

a) Before completion of the Techno-commercial evaluation, then the Techno-commercial evaluation (including the not-extended and withdrawn bids) shall be completed. If a not-extended or withdrawn bid qualifies in techno-commercial evaluation, financial bid(s) of such bidders shall also be opened, and action shall be taken as per sub-para below.

b) after the techno-commercial evaluation but before the completion of the financial bid evaluation, then the financial bid evaluation (including not-extended and withdrawn bids) shall be completed.

   i) If a not-extended or withdrawn bid happens to be the L-1 bidder (lowest acceptable bidder, who is techno-commercially qualified for the work and would have been awarded a

contract, but for his refusal to extend validity or withdrawal of bid within validity), the tender must be re-tendered.

ii) However, such L-1 price of the not-extended or withdrawn bids shall not be taken as precedence for determining price estimates or reasonableness.

iii) In certain cases, there may be multiple L-1 bidders. In such cases, where a refusal by bidder(s) to extend validity or withdrawn bid also happens to be L-1, re-tendering may not be necessary. The procuring entity may continue with tender finalization, proceeding with the remaining L-1 bids.

The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to take action as per clause No.28 (Modification and Withdrawal of Bid) of NIT.

28. **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. Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender. For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

a) If the request of withdrawal is received before online notification for opening of price bid, the EMD will be forfeited and bidder will be debarred for minimum 1 (one) year from participating in tenders in CIL/Subsidiary. The price bid of all eligible bidders including this bidder if found eligible will be opened and action will follow as under:

I. If the bidder withdrawing his bid is other than L1, the tender process shall go on.

II. If the bidder withdrawing his bid is L-1, then re-tender will be done.

b) If the request of withdrawal is received after online notification for opening of price bid, the EMD will be forfeited and the bidder will be debarred for minimum 1 (one) year from participating in tenders in CIL/Subsidiary. 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:

i) In case of above, a letter will be issued to the bidder by Tender Inviting Authority with the approval of Tender Accepting Authority (in case Board is Tender Accepting Authority then with the approval of CMD), stating that the EMD of bidder is forfeited, and this bidder is debarred for……year from participating in tenders in CIL/Subsidiary. This letter will be circulated to all Areas and CIL/Subsidiary HQ and the updated list will be maintained by all Tender Inviting Authority/Evaluators.

ii) Penal action against clause (a) & (b) above will be enforced from the date of issue of such order. The standard operating procedure to handle withdrawal of bid after end date of

submission shall be as per Clause no 29 (Standard Operating Procedure for Withdrawal of Bid) of NIT.

29. **Standard Operating Procedure for Withdrawal of Bid**

I. The Mode of withdrawal:

A. Online Withdrawal of Bids:

a) The system of online withdrawal is available on the portal up to end date of bid submission, where any bidder can withdraw his/her bid which will attract no penal action from department side.

b) The system of online withdrawal beyond end date of bid submission and till award of contract is also available but not fully functional and under development stage. Once it is developed and implemented only online withdrawal shall be considered except for some exceptional cases as mentioned in clause below.

B. Offline Withdrawal of Bids

a) A partner of bidder (in case of JV and partnership firms) whose DSC is registered on the e-Procurement portal can access the portal for online withdrawal but when there is a split in the business relationship, the partners whose DSC is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners may opt to use offline method of withdrawal of his/her offer (or express his disassociation from the bidder organization).

b) Till a fully functional system of online withdrawal of bid (beyond end date of bid submission and till award of contract) is not developed and implemented, offline withdrawal shall also be considered.

II. Acceptance of withdrawal by Tender Committee

A. Every case of withdrawal under Clause I-(A) (b) and Clause I-(B) shall be put up to Tender Committee for deliberation and further course of action.

B. The Tender Committee shall apply its due diligence to decide:

a) Whether the request for withdrawal of offer has been received from right source and authentic. For this purpose, a letter is to be sent by registered post/speed post to the bidder on the address as given by him in the enrollment page of e-Procurement portal, allowing 10 days' time to confirm the withdrawal. If the bidder does not confirm the withdrawal within the stipulated period, then it should be construed that there is no withdrawal of bid. In case the withdrawal/disassociation from the firm (Joint Venture or Partnership firm) has been submitted by any other partner then also the confirmation has to be sought from the bidder and if bidder wants to deny the withdrawal/disassociation from the JV or the partnership firm then the bidder shall be required to furnish a legally acceptable document signed by all the partners of the firm to substantiate his claim.

b) Whether the withdrawal is due to the reason other than to support any mala fide intention of any participating bidder such as participating or supporting a cartel formation etc.

c) If the mala fide intentions in the withdrawal are apprehended, then the tender should be cancelled apart from other penal action as per e-Procurement Manual for works and services of CIL and other guidelines/manuals of CIL.

d) If no mala fide intentions in the withdrawal are apprehended, then the penal action in line with the prescriptions of the e-Procurement Manual for works and services of CIL will be applicable.

The Tender Committee may also obtain the opinion of legal department in order to ascertain the legal course of action in case of Clause II-(B)(b) and II-(B)(c) above.

30. Postponement of scheduled date(s)

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

31. Public Enterprises preference

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

32. Contract Agreement Document(s)

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

33. Sub-letting of Work

No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department. The total value of subcontracted work should not exceed 25% of the contract price specified in the contract. Procurement of material, hiring of equipment or engagement of labour will not mean sub-contracting.

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

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

34. Prohibition of Child Labour engagement

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

35. Implementation of CMPF/EPF

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

36. Splitting up of the work

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

37. Settlement of Disputes

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

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

The guidelines as per order no.F.No.6/18/2019-PPD dt 23/7/2020 of Ministry of Finance, GoI as amended from time to time shall be applicable.

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a Joint venture (that is an association of several persons or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency, branch or office controlled by such person, participating in a procurement process.

III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of order F.No. 6/18/2019-PPD dated 23.07.2020 means: -

a) An entity incorporated, established or registered in such a country; **or**

b) A subsidiary of an entity incorporated, established or registered in such a country; **or**

c) An entity substantially controlled through entities incorporated, established or registered in such a country; **or**

d) An entity whose beneficial owner is situated in such a country; **or**

e) An Indian (or other) agent of such an entity; **or**

f) A natural person who is a citizen of such a country; **or**

g) A joint venture where any member of the joint venture falls under any of the above.

IV. "The beneficial owner" for the purpose of (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

a) "Controlling ownership interest" means ownership of, or entitlement to more than Twenty Five Percent of shares or capital or profits of the company;

b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

6. To determine nationality while assessing the beneficial ownership of the bidder, the nationality mentioned in the beneficiary owner's passport should be considered. In case of the possibility of dual citizenship, nationality on all the passports should be considered through a suitable declaration. If nationality in any of the passports of the person whose beneficial ownership is being assessed, is recorded to be from a country sharing a land border with India, the provisions contained under this Order shall apply. Hong Kong and Macau are to be considered as part of China for the purpose of this Order.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

Note

1. A person who procures and supplies finished goods from an entity from a country that shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.

2. *However, a bidder who only procures raw material, components, etc., from an entity from a country that shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.*

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the competent Authority.

VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

VIII. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution.

Note:

1. (a) The intending bidders must submit a Certificate in the Undertaking at Annexure-III in compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 and as amended from time to time of Ministry of Finance, GoI.

AND

(b) Valid registration from competent authority (if applicable). Registration should be valid at the time of submission of bid and at the time of acceptance of bids.

2. Guidelines issued by GoI regarding registration with Competent Authority and regarding exclusion from restriction may please be referred.

39. Code of Integrity for Public Procurement (CIPP)

The bidders/ contractors are required to abide the Code of Integrity for Public Procurement (CIPP) as given in the tender document at **Annexure-XVI**

40. Any corrigendum/date extension etc. in respect of above tender shall be issued in website https://coalindiatenders.nic.in only. No separate notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.

41. Integrity Pact (applicable for tenders with estimated cost more than Rs. 200 lakhs)

Bidders are required to accept unconditionally the Pre-Contract Integrity Pact in GTE as per enclosed format, **Annexure-XV**

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

Sl. No.	Name	Address	email Id
1	Dr. Atanu Purkayastha, IAS(Retd.)	D-II/113, Kaka Nagar, Dr. Zakir Hussain Road, New Delhi-110003	Dratanu2011@gmail.com Phone: 9899772227
2	Shri. Ved Prakash Yajurve-di, IoFS(Retd.)	E-33, Ayudh Vihar, Plot no-3, Sector -13, Dwarka, New Delhi-110075	vpyajurvedi@gmail.com Phone: 9473763645/ 9818418555

Tender Inviting Authority

SECTION-II

INSTRUCTIONS TO BIDDERS

1. SCOPE OF BIDDER

1.1 The Western Coalfields Limited (referred to as Employer in these documents) invites bids for the work(s) as mentioned in the Notice. The Bidder should submit Bid for all the works mentioned in the NIT.

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

2. ELIGIBLE BIDDERS

2.1 The Invitation for Bids is open to all Bidders including an individual, proprietorship firm, partnership firm, company registered under Companies Act, any legal entity or joint ventures. The bidders shall be eligible to participate only if they fulfill the qualifying criteria laid down separately hereinafter.

2.2 DELETED

2.3 Joint Venture: Two or three companies/contractors may jointly undertake contract/contracts. Each entity will be jointly and severally responsible for completing the task as per the contract (applicable for bids having estimated cost above Rs. 5 (five) Crores).

Joint Venture details:

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

1. Lead partner
2. Partner
3. Partner

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

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

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

Joint Venture must comply the following requirements:

i) Following are the minimum qualification requirements for Joint Venture

a) The qualifying criteria parameter e.g. experience of the individual partners of the J.V will be as deliberated under cl.3.3(A) of ITB towards fulfillment of qualification criteria related to experience.

b) The qualifying criteria parameter e.g. financial resources (Turnover) of the individual partners of the J.V. will be added together, for the relevant period, and the total criteria should not be less than as deliberated under cl.3.3(B) of ITB towards fulfillment of qualification criteria related to financial turnover.

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

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

iv) The pre-qualification of a Joint Venture does not necessarily pre-qualify any of its partners individually or as a partner in any other Joint Venture or association.

v) The bid submission must include documentary evidence to the relationship between Joint Venture partners in the form of JV 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. Such JV 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 for being in charge of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners.

vii) The JV Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.

viii) The contract agreement should be signed by each Joint Venture Partners. Subsequent declarations/ letters/ documents shall be signed by lead partner authorised to sign on behalf of joint venture or authorised signatory on behalf of JV.

ix) The bid should be signed/ digitally signed by the DSC holder submitting the bid.

x) An entity can be a partner in only one Joint Venture. Bid submitted by Joint Venture including the same entity as partner will be rejected.

xi) The JV agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required to fulfill eligibility and also for the purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.

xii) The earnest money / Bids Security can be submitted by the Joint Venture / one or more partners of the joint venture.

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

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

xiv) JV shall open a Bank Account in the name of JV and all payments due to the JV shall be credited by employer to that account only. To facilitate statutory deductions all statutory

documents like PAN/GSTIN, etc. in the name of the Joint Venture shall be submitted by JV before making any payment.

xv) Changes to the composition of the Joint Venture (JV) after tender submission and during the contract are generally not allowed, except when necessary, due to legal requirements, with the condition that the minimum eligibility criteria of the JV remain unaltered. The Lead Member of the JV must remain constant. Non-compliance with these rules will render the offer invalid.

xvi) In the case of formation of a Joint Venture, a separate identity / name of the Joint Venture shall be given to the Joint Venture other than the names of the partners of Joint Venture.

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

2.5 No sub-letting of the work as a whole by the contractor is permissible. Prior permission is required to be taken from the department for engagement of sub-contractors in part work/ piece rated work. The total value of subcontracted work should not exceed 25% of the contract price specified in the contract. Procurement of material, hiring of equipment or engagement of labour will not mean sub-contracting.

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

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

3.1 The bidders shall be required to submit bid with all the information as sought online along with required documents.

3.2 All bidders shall submit the following information and documents with their bids:

a) Copies of documents in support of legal status of bidder as per NIT; written power of attorney of signatory of the Bid to commit the Bidder.

b) Experience of having successfully completed similar works in support of eligibility criteria during last seven years including monetary value and period as per e-Tender Notice.

c) Average annual financial turnover during the last 3 (three) years ending 31st March of the previous financial year should be at least 30% of the estimated cost put to tender as mentioned in e-Tender Notice.

(The “Previous Financial Year” shall be computed with respect to the e-Publication date of NIT).

d) Permanent Income Tax Account No. (PAN) details as mentioned in e-Tender Notice.

e) Document to support the status of bidder with respect to GST as mentioned in e-Tender Notice.

f)The Bidder will have to submit a declaration in support of the authenticity of the credential submitted by him and also with other commitment along with the Bid in the form of an undertaking as per the format provided in the bid document.

g) Two or three companies/contractors participating in the bid as Joint Venture should submit Firm-wise e.g. (i) participation details/contribution of each, (ii) Legal status of firm, (iii) PAN, (iv) GST registration Certificate/status and also (v). JV Agreement on non-judicial Stamp-paper as per given format.

h) Any other document to support the qualification information as submitted by bidder.

3.3 To qualify for award of the contract –

A. Work Experience

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

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

Or

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

Or

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

Similar nature of work shall include: **Refer Notice Inviting Tender**

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

In all the above cases, while considering the value of completed works, the full value of completed work will be considered whether or not the date of commencement is within the said 7(seven) years period.

Cost of previous completed works shall be given a simple weightage of 7% per year to bring them at current price level, while evaluating the qualification requirement of the bidder. Such weightage shall be considered after end date of completion. Updating will be considered for full or part of the year (total no. of days / 365) i.e. considering 365 days in a year, till the last day of month previous to one in which bid has been invited.

For work experience bidders required to submit Satisfactory Work Completion Certificate issued by the employer against the Experience of similar work containing all the information as sought on-line.

Work order, BOQ, TDS may be sought during clarification or along with deficient documents as per the relevant clause, if felt necessary by the Tender Committee.

In case the experience has been earned by the bidder as a partner in a joint venture firm/partnership firm then the proportionate value of experience in proportion to actual share of bidder in that joint venture firm/ partnership firm will be considered against eligibility else it shall be taken as 100%.

Joint Venture, shall be allowed for participation in the bid with estimated cost above Rs. 5.00 (five) Crores.

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

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

a) In case of completion of single work of similar nature costing, not less than the amount equal to 80% of the estimated cost put to tender: -

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

Or

b) In case of completion of two works of similar nature each costing not less than the amount equal to 50% of the estimated cost put to tender: -

   i) Either the JV itself/ Any one partner can match the above requirement.

Or

   ii) At least two partners should each have completed at least one work of similar nature each costing not less than the amount equal to 50% of the estimated cost put to tender.

Or

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

   i) Either the JV itself/ Any one partner can match the above requirement.

Or

   ii) Any two partners shall match the above requirement through completion of at least two work by one partner and one work by other partner of similar nature each costing not less than the amount equal 40% of the estimated cost put to tender

Or

   iii) All the three partners shall match the above requirement through completion of at least one work of similar nature each costing not less than the amount equal 40% of the estimated cost put to tender.

The above qualification criteria shall be met collectively by JV partners or JV itself.

The qualifying criteria parameter e.g. experience of the individual partners of the JV will be added together towards fulfilment of qualification criteria related to experience.

Note: This Work Experience criteria is not applicable for tenders with ECV below 50 lakhs.

B. Financial Turnover

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

(The "Previous Financial Year" shall be computed with respect to the e-Publication date of NIT).

The intending bidder must submit Turnover certificate having a Unique Document Identification Number (UDIN) with Institute of Chartered Accountants of India issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India.

Financial turnover shall be given simple weightage of 7% per year to bring them at current price level, while evaluating the qualification requirement of the bidder. Such weightage shall be considered from the end date of financial year. Updating will be considered for full or part of the year (total no. of days / 365) i.e. considering 365 days in a year, till the last day of month previous to one in which bid has been invited.

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

The qualifying criteria parameter e.g. financial resources (Turnover) of the individual partners of the J.V. will be added together, for the relevant financial year, and the total should not be less than as spelt out above. The requirement of Turnover under this clause shall be met in the proportion given below:

a) The lead partner shall have at least 50% share in the required Average Financial Turnover to qualify in the tender.

b) All other Individual partners shall have at least 25% share in the required Average Financial Turnover to qualify in the tender.

(In case of JV, Turnover certificate for each individual partner of JV)

Note: Financial Turnover criteria is not applicable for tenders with ECV below 50 lakhs.

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

3.5 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified: -

i) if they have made misleading or false representations in the forms, statements and attachments submitted as proof of the qualification requirements.

ii) On account of currency of debarment as applicable.

4. ONE BID PER BIDDER

4.1 A Bidder shall submit only one bid in a particular bidding process. In case of a holding company having more than one independent manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions shall apply to closely related sister companies. Bidder's sister/ Associated/ Allied concern(s) participating or

applying against the same tender, shall lead to disqualification of Bidders. Sister / Associated / Allied concern means a company, society, partnership firm or proprietorship firm having one or more common persons as Director / Partner/ Member/ Owner. A Bidder who submits more than one bid will cause all the proposals submitted in the particular bid to be disqualified. In relation to the above, a person will include firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies / any other legal entity, as the case may be, & will be deemed to have submitted multiple bids in a particular bid if a person bids in any of the two formats given below:

i) individual or proprietorship format and/or

ii) a partnership or association of persons format and/or

iii) a company format.

Whereby,

- A company shall for this purpose include any artificial person whether constituted under the Indian laws or of any other country.
- A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
- A person shall be deemed to have bid in a company format if the person holds:
  i) More than 20% (twenty percent) of the voting share capital of the company which has submitted a bid, or
  ii) Is a director and / or Key Managerial Personnel of the company which has submitted a bid, or
  iii) Holds more than 20% (twenty percent) of voting share capital in and/or is a director and / or Key Managerial Personnel of a holding company of that company which has submitted the bid.

Earnest Money deposited by defaulting Bidders shall be forfeited and they shall be debarred from participating in future tenders in concerned Subsidiary/CIL HQ for a period of 12(twelve) months from the date of issue of such letter. In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.

However, debarment shall be done as per Guidelines on Debarment of firms from Bidding.

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, approach road, soil condition, investigation report, existing works, if any, connected to the tendered work, drawings connected to the work, if / as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

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

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

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

7. CONTENT OF BIDDING DOCUMENTS

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

a) Notice Inviting Tender

b) Instructions to Bidders;

c) Conditions of Contract;

d) Scope of work/Bill of Quantities;

e) Forms of Securities and form of Article of Agreement;

f) Pre contract Integrity Pact (if applicable);

g) User portal Agreement;

h) Guidelines on Debarment of firms from Bidding;

i) Code of Integrity for Public Procurement (CIPP);

j) Other document, if required.

8. CLARIFICATION OF BIDDING DOCUMENTS

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

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

9. Deleted

10. LANGUAGE OF BID

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

11. SUBMISSION OF BID

a) All the bids are to be submitted online on e-procurement portal of CIL. No bid shall be accepted offline.

b) In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL with valid Digital Signature Certificate (DSC) issued from any

agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one-time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person. The bidder is one whose name will appear as bidder in the e-Procurement Portal.

c) The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions, Integrity Pact and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed/accepted.

The bidders have to accept unconditionally in GTE (General Technical Evaluation) the Undertaking regarding Genuineness of the information furnished by him on-line & authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility criteria, etc. and Letter of Bid.

d) **Letter of Bid:** The format of Letter of Bid is given at Annexure I of Tender document. This will be the covering letter of the bidder for his submitted bid. The bidders have to accept unconditionally the Letter of Bid in GTE (General Technical Evaluation) at the time of bid submission. This online acceptance during bidding through GTE shall be construed as submission of LOB by bidder.

e) **Confirmatory Documents:** All the confirmatory documents as enlisted in the NIT in support of online information furnished by the bidder are to be uploaded in Cover-I & OID (Other Important Document, if applicable) by the bidder while submitting the bid online.

f) **Price Bid (in Cover-I/Cover-II):** The Price bid containing the Bill of Quantity will be in Excel 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-I/Cover-II. The Price-bid will be in Item Rate/Percentage 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. 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. Any alteration/modification in the Excel format may lead to rejection of bid. Further, if a firm/ bidder quotes overall NIL charges/ consideration, the bid shall be treated as unresponsive and will not be considered.

12. BID PRICES

12.1 Deleted

12.2 The Bidder shall fill-in rates and prices for all items of the works described in the Bill of Quantities (both in words and figures) and amount(s) calculated and totaled.

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

company under reverse change mechanism shall be computed by system in BOQ sheet as per predefined logic.

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

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

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

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

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

However, in case bidder/contractor is GST unregistered bidder/dealer or GST registered under composition scheme in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In case of unregistered dealer/bidder, GST, if applicable will be deposited by CIL/Subsidiary directly to concerned authorities in terms with GST provisions.

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

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

Note:

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

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

13. CURRENCIES OF BID AND PAYMENT

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

In domestic tenders, bid can be submitted only in INR, and any bid in foreign currency should be summarily rejected. Foreign bidders can also participate if they submit a bid in INR. However, purchase preference for local content as per the PPP-MII shall apply.

14. BID VALIDITY

14.1 Bid shall remain valid for a period not less than 120 days from the end date of bid submission. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. The validity period of tender shall be decided based on the final end date of submission of bids. In case the day up to which the bids are to remain valid falls on or is subsequently declared a holiday/ closed day for the Procuring Entity, the bid validity shall automatically be deemed to be extended upto the next working day.

14.2 In exceptional circumstances, prior to expiry of the original time limit, the Tender Inviting Authority/ Employer may request that the bidders (all the responsive tenderers) may extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing or by e-mail. 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.

15. BID SECURITY/EARNEST MONEY DEPOSIT

15.1 The bidder shall furnish, as part of his bid, a Bid Security/Earnest Money of the amount as shown in e-Tender Notice for this particular work. Bid Security/EMD will be required to be deposited in the form as deliberated below:

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

In Online mode the bidder can make payment of EMD either through net-banking from designated Bank/s or through NEFT/RTGS from any scheduled Bank in case of payment through net-banking the money will be immediately transferred to CIL/Subsidiary's designated Account. In case of payment through NEFT/RTGS the bidder will have to make payment as per the Challans generated by system on e-Procurement portal before submission of bid. Bidder will be allowed to submit his/her bid only when the EMD is successfully received in CIL/Subsidiary account and the information flows from Bank to e-Procurement system.

Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) will be exempt from the payment of earnest money (applicable only for Services tenders).

In case of exemption of EMD the scanned copy of document in support of exemption will have to be uploaded by the bidder during bid submission. However, this option is to be enabled only in those cases where the exemption of EMD to some bidders is allowed as per NIT.

Demand Drafts/ Banker's cheque/ NEFT will be acceptable as Earnest Money/ Bid Security for tenders having estimated value below Rs. 2 lakhs.

15.2 Any bid, which has not been, submitted either with the requisite amount of EMD or the valid exemption document (as applicable) shall be summarily rejected by the employer as non-responsive.

15.3 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).

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

15.5 The Bid Security/Earnest Money may be forfeited:

a) if the Bidder withdraws the Bid after the end date of Bid submission during the period of Bid validity/ extended validity with mutual consent; or

b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:

i) Sign the Agreement; or

ii) Furnish the required Performance Security

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

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

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

15.7 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.

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

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

15.10 If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender.

16. SIGNING OF BID

16.1 The contractors 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 singing the bid.

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

17. DELETED

18. DEADLINE FOR SUBMISSION OF BIDS

18.1 Bids shall be submitted online on the e-procurement portal of CIL within the stipulated date and time.

18.2 The Employer may extend the deadline for submission of Bids by issuing a corrigendum or an amendment, 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.

18.3 If number of bids received online is found to be less than 03 (three) on end date of bid submission then the following critical dates of the Tender will be automatically extended for a period of four days (4x24 hours) after the original end date and time of bid submission

- Last date of submission of Bid
- Last date of receipt of EMD
- Date of opening of Tender

If any of the above extended Dates falls on Holiday i.e. a non-working day as defined in the e-Procurement Portal or date of opening of tender subsequently declared a holiday or closed day for the Procuring Entity, then the same is to be rescheduled to the next working day.

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

Notes:

1. The validity period of tender should be decided based on the final end date of submission of bids.
2. The auto extension shall work on the basis of number of bids received only. (It may so happen that any of these bids may be eventually rejected during Tender Opening, Technical evaluation or further process of evaluation resulting the total number of valid bids becoming less than three.)
3. After extension, the tender shall be opened irrespective of available number of bids on the extended date of opening of tender.

19. LATE BIDS

19.1 No Bid shall be received by the e-procurement portal after the deadline or the extended deadline, as the case may be.

20. MODIFICATION AND WITHDRAWAL OF BIDS

20.1 Deleted

20.2 For Two Part System

20.2.1 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.

20.2.2 Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender. For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

a) If the request of withdrawal is received before online notification for opening of price bid, the EMD will be forfeited and bidder will be debarred for minimum 1 (one) year from participating in tenders in CIL/Subsidiary. The price bid of all eligible bidders including this bidder if found eligible will be opened and action will follow as under:

I. If the bidder withdrawing his bid is other than L1, the tender process shall go on.

II. If the bidder withdrawing his bid is L-1, then re-tender will be done.

b) If the request of withdrawal is received after online notification for opening of price bid, the EMD will be forfeited and the bidder will be debarred for minimum 1 (one) year from participating in tenders in CIL/Subsidiary.

20.2.3 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:

i) In case of above, a letter will be issued to the bidder by Tender Inviting Authority with the approval of Tender Accepting Authority (in case Board is Tender Accepting Authority then with the approval of CMD), stating that the EMD of bidder is forfeited, and this bidder is debarred for……year from participating in tenders in CIL/Subsidiary. This letter will be circulated to all Areas and CIL/Subsidiary HQ. and the updated list will be maintained by all Tender Inviting Authority/Evaluators.

ii) Penal action against clause (a) & (b) above will be enforced from the date of issue of such order.

21. BID OPENING

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

If the specified date of Bid Opening falls on is subsequently declared a holiday or closed day for the Procuring Entity, the Bids shall be opened at the appointed time on the next working day.

22. PROCESS TO BE CONFIDENTIAL

22.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. However, the Tender Status will be in public domain and anyone visiting the site can view it by identifying the tender.

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

22.2 Any effort by a Bidder to influence the Employer's processing of Bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

22.3 From the time of bid opening to the time of contract award, no bidder shall contact the Procuring Entity on any matter related to the bid, except on request and prior written permission.

23. CLARIFICATION OF BIDS

23.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing. To assist in the examination, evaluation, and comparison of Bids, the Employer may, ask any Bidder for clarification of the Bidder's Bid, including breakup of unit rates. The request for clarification and the response shall be in online mode.

23.2 In case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information furnished online or in case corresponding document have not been uploaded by bidder(s) then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 x 24 hours) time for online re-submission by bidder(s). The bidder(s) will get this information on their personalized dashboard under “Upload confirmatory document” link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder’s responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder(s) will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 7 days. No further clarification shall be sought from Bidder.

Seeking clarification shall be restricted to confirmation of submitted document/online information only and it should be only for one time for a period of upto 7 days. The clarification shall be taken in online mode in the e-Procurement portal of CIL only.

Note: The shortfall information/ documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then and does not grant any undue advantage to any bidder. These should be called only on basis of the recommendations of the TC. So far as the submission of documents is concerned regarding qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered.

Certificates or supporting documents created, signed, or issued after the date of bid opening shall not be accepted, even if they purport to certify historical facts. This restriction is necessary to prevent post-facto manipulation of records and to ensure a fair, transparent, and auditable evaluation process. Bidders are, therefore, advised to ensure that all required certificates and supporting documents are collected in advance and enclosed with their bids.

For example,

a) if the Permanent Account Number, registration with GST & document related to legal status has been asked to be submitted and the tenderer has not provided them, these documents may be asked for

b) if the bidder has submitted a contract without its completion/ performance certificate, the Tender Committee may request the bidder to furnish such certificate. However, only documents that were already in existence prior to the bid submission deadline shall be considered for this purpose. And no new certificate or contract should be asked for so as to qualify the bidder.

23.3 No document presented by the bidder after closing date and time of submission of bid will be considered unless otherwise called for as per clause 23.2 above.

24. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

24.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:

a) meets the eligibility criteria defined in Clause 3;

b) has been properly signed;

c) is accompanied by the required Bid security/ EMD Exemption Document (if applicable).

d) is substantially responsive to the requirements of the Bidding documents.

24.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents without material deviation or reservation. A material deviation or reservation is one:

a) which affects in any substantial way the scope, quality, or performance of the works:

b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or

c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

24.3 If a Bid is not substantially responsive, it may be rejected by the Employer at its sole discretion.

25. DELETED

26. EVALUATION AND COMPARISON OF BIDS

26.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 24. Price bid of the bidder will have no condition.

The price bid which is incomplete and not submitted as per instruction given in the bid document will be rejected.

26.2 The evaluation of Bid, by the Employer shall be done as per Bid Prices as submitted by the Bidder in online Mode and subsequently downloaded from the e-procurement portal of CIL.

26.3 The Employer reserves the right to accept or reject any Bid not conforming to the requirements of the Bidding documents.

26.4 No document presented by the bidder, after closing date and time of bid, will be taken into account by the evaluation committee unless otherwise called for during scrutiny / technical scrutiny by the tender committee as clarification. This however, will have no bearing with the price quoted in the price bid. If a bidder offers a rebate unilaterally after the end date and time

of the bid submission, it will not be taken into account for evaluation purpose by the tender committee. But if that bidder emerges as the lowest evaluated, the rebate offer will be taken into account for determination of the total offer.

26.5 Bid evaluation shall be done after taking into consideration overall quoted price by the bidder and effect of Goods and Services tax (GST), GST Compensation Cess etc. as applicable. L1 will be decided based on cost to the company.

26.6 If the bid of the successful bidder is seriously unbalanced in relation to the estimate of the cost of work to be performed under the contract, the company 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 these prices with the construction method and the schedule proposed. Additional Performance Security is required to be submitted by the successful bidder, if prescribed at relevant provision of GTC.

27. ABNORMALLY HIGH RATE & ABNORMALLY LOW RATE ITEMS

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

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

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

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

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

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

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

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

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

a) For Buildings: All works up to 1.2 metres above ground level or up to floor 1 level whichever is lower.

b) For abutments, piers and well steining: All works up to 1.2m above the bed level.

c) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs / tanks and other elevated structures: all works up to 1.2 metres above the ground level.

d) For reservoirs / tanks (other than overhead reservoirs / tanks): All works upto 1.2 metres above the ground level.

e) For basement: all works up to 1.2m above ground level or up to floor 1 level whichever is lower.

f) For Roads, all items of excavation and filling including treatment of sub base.

28. AWARD CRITERIA

28.1 Subject to Clause 29, 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.

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

29.1 Notwithstanding Clause 28, 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.

30. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

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

The offline communication of LOA shall not be mandatory.

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

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

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

30.4 In case of failure to enter in to agreement within specified period or extended period on the written request of the bidder, if any, the department will take action as prescribed in Guidelines on Debarment of firms from Bidding along with forfeiture of Earnest Money. The bidder will also debarred from participating in re-tender.

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

30.5 In the bidding process, the cause of rejection of Bid of any bidder shall be intimated to non-qualified bidder online and the Earnest Money shall be refunded to unsuccessful bidders as per relevant clauses.

30.6 The contractor shall enter into and execute contract agreement in the prescribed form on non-judicial stamp paper in accordance with the relevant law of the State/Union of India. The cost of

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

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

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

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

31. PERFORMANCE SECURITY/SECURITY DEPOSIT

31.1 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 General Terms of Conditions.

32. EMPLOYMENT OF LABOUR

32.1 Contractors are to employ, to the extent possible (as per policy decision of the company valid from time to time), local project affected people and pay wages not less than the minimum wages as per minimum Wages Act or such other legislations or award of the minimum wage fixed by respective State Govt. or Central Govt. as may be in force.

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

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

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

Payable statutory payments like PF & ESI contributions paid to the contract workers as applicable shall be reimbursed to the contractor on production of proof of payment limited to the maximum likely number of workmen to be deployed as indicated in the tender document. Such payments shall be made on quarterly basis and shall not be included in the Contract Value.

"The contractor shall pay to its workers engaged in non-mining activities, in respect of every accounting year, the statutory bonus as admissible under the extant law governing payment of bonus, as amended from time to time, or, where such workers are not covered under the said

provisions due to wages exceeding the prescribed ceiling (presently ₹21,000 per month, or as revised from time to time), a Performance Linked Incentive (PLI) at the rate of 8.33% of the salary or wages earned during the relevant accounting year, strictly in accordance with other terms, conditions, eligibility criteria and modalities as may be prescribed under the extant law governing payment of bonus."

NOTE: In case company decides/ circulates separate wages for underground works / for works within mine premises, the same may be allowed based on appropriate circular. Clause 32.1 shall stand amended to this extent before notification of bid.

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

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

32.4 The contractors shall register themselves on the Contract Labour Information Portal (CLIP) of CIL within 30 days of issue of work order and will have to enter and update periodically the following details in the portal:

a) Work Order details

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

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

Note:

1. The biometric/ digital attendance system is to be made applicable only for the contracts with contract duration of at-least 365 days.
2. The biometric/ digital attendance system is to be made operative on the company installed system as per the direction of Engineer-in-charge in consultation with Personnel and system department at unit level.

33. LEGAL JURISDICTION

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

34. DOWNLOADING BID DOCUMENT FROM WEB-SITE

i)The bidders will download the Bid documents from the website. The company shall not be responsible for any delay/ difficulties/ inaccessibility of the downloading facility for any reason whatsoever. The downloading facility shall be available as soon as the bid is notified.

ii) The bid document as available online on the e-procurement of CIL shall always prevail and will be binding on the Bidders. Any claim on account of any deviation with respect to this online Bid document from the Bidder side shall not be entertained.

35. E-PAYMENT

Successful bidder(s) are required to submit an Authorization form duly signed for e-payment to them in the enclosed Annexure.

36. INTEGRITY PACT (APPLICABLE FOR BIDS WITH ESTIMATED COST EXCEEDING more than Rs. 200 lakhs).

Bidders are required to accept unconditionally in GTE (General Technical Evaluation) the pre-contract integrity pact as per enclosed format along with the bid.

37. CHANGES IN FIRMS CONSTITUTION TO BE INTIMATED

The Contractor must proactively keep the Procuring Entity informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract since that may vitiate the legal basis of the Contract. Where the contractor is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:

a) A new partner shall not be introduced in the firm except with the prior consent in writing of the concerned Director of CIL/ Subsidiary, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking;

b) On the death or retirement of any partner of the contractor firm before the complete performance of the contract, the Procuring Entity may, at his option, terminate the contract for default as per the Contract and avail any or all remedies thereunder;

c) In case the contract not terminated as provided in Sub-para (b) above; i) the remaining partners should give a written undertaking to perform the contract and accept all liabilities (including those of the expired/ retired partner) incurred by the firm under the contract before the date of such an event.

d) notwithstanding the retirement of a partner from the firm, that partner shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Procuring Entity in writing or electronically.

38. MISCELLANEOUS

The bidders should fill the bid document properly and carefully. They should avoid quoting absurd rates. Throughout the bidding documents, the terms 'bid' and 'tender' and their derivatives are synonymous. Provisions related to instructions to bidder shall be a part of agreement.

39. Conflict of Interest among Bidders/ Agents

Bidders having a conflict of interest shall not be eligible to participate in the tender process unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the tender process and execution of the Contract. Please also refer to para 8.2.2-e of DOE Manual for Procurement of Works (2nd Edition)). Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder shall be considered to have a conflict of interest in the tender process and execution of the resultant contract in the following situations:

a) If its personnel have a close personal, financial, or business relationship with any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly.

b) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating.

c) Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV/ consortium member or sub-contractor in another bid or vice-versa) in more than one bid. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a consortium/ JV.

40. In case of conflict between provisions of the Portal with the Tender Document, provisions of the Portal shall prevail. Bidders may study the resources provided by the Portal for Bidders.

41. The date and time of the e-Procurement server clock, which is also displayed on the dashboard of the bidders, shall be used as the reference time for deciding the closing time of bid submission. Bidders are advised to ensure they submit their bid within the deadline and time of bid submission, taking the server clock as a reference, failing which the portal shall not accept the Bids. No request on the account that the server clock was not showing the correct time and that a particular bidder could not submit their bid because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. The Procuring Entity shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Procurement Process.

42. Grievances and its Redressal

Redressal Mechanism:

1. Only a directly affected bidder can represent in this regard:

   a) Only a bidder who has participated in the concerned procurement process can make such representation.

   b) In case the technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.

   c) The following decisions of the procuring entity in accordance with the provision of internal guidelines shall not be subject to review:

      i) Determination of the need for procurement;

      ii) Selection of the mode of procurement or tendering system;

      iii) Choice of selection procedure;

      iv) Complaints against specifications except under the premise that they are either vague or too specific to limit competition may be permissible.

      v) Provisions limiting the participation of bidders in the procurement process in terms of government policies.

      vi) Provisions regarding purchase preferences to specific categories of bidders in terms of policies of the Government

      vii) The decision to enter into negotiations with the L1 bidder;

      viii) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;

2. Issues related to ambiguity in contract terms shall not be taken up after a contract has been signed; all such issues should be highlighted before the vendor/contractor consummates the contract.
3. This grievance redressal is beside the avenue of complaints to the vigilance department of the procuring organisation.

SECTION-III

CONDITIONS OF CONTRACT

GENERAL TERMS AND CONDITIONS

1. Definitions

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

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

iii) "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers Bids;

iv) "Bidder" (including the term 'tenderer', 'consultant', 'contractor' or 'service provider' in certain contexts) means any eligible person or firm or company, including a Joint Venture (that is an association of several persons, or firms or companies), participating in a procurement process with a Procuring Entity;

v) "Bid security" ('Earnest Money Deposit'(EMD) means a security from a bidder securing obligations arising from its Bid i.e. to avoid: the withdrawal or modification of its Bid within the validity, after the deadline for submission of such Bids; failure to sign the resulting contract or failure to provide the required security for the performance of the resulting contract after its Bid has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the Tender documents;

vi) "Class-I local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under the Public Procurement (Preference to Make in India), Order 2017 (as revised in 2024);

vii) "Class-II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under the Public Procurement (Preference to Make in India), Order 2017 (as revised in 2024);

viii) "Local Content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent (as revised in 2024);

ix) "Non-Local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under the Public Procurement (Preference to Make in India), Order 2017 (as revised in 2024);

x) "Notice inviting tenders" (including 'Invitation for Bids (IFB)' or 'Letter of invitation for Proposals') means a document and any amendment thereto published or notified by the Procuring Entity, which informs the potential bidders that it intends to procure the subject goods, services, works or a combination thereof;

xi) "Prospective bidder" means anyone likely or desirous to be a bidder.

xii) "Contract" ('Procurement Contract', 'Purchase Order', 'Supply Order', 'Withdrawal Order', 'Work Order', 'Consultancy Contract', 'Contract for services', 'Rate Contract', 'Framework Agreement', 'Letter of Acceptance/ Letter of Acceptance of Tender/ Tender Acceptance Letter/Letter of Award – LoA' (letter or memorandum communicating to the contractor the acceptance of his bid), 'Agreement', 'Repeat Order', or a 'formal agreement'), means a formal legal agreement in writing relating to the subject matter of Procurement, entered into between the Procuring Entity and the supplier, service provider or contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country.

The agreement shall include the notice inviting tender, the tender/bid as accepted by the company, the work order issued to the contractor, and the formal contract agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, frozen terms and conditions/technical parameters/scope of work and revised offer, if any, specifications, drawings, including those to be submitted during progress of work, schedule of quantities with rates and amounts.

Until the formal agreement is signed between the Owner and contractor, LOA/Work order together with contract document accepted by the bidder (i.e., bid/ tender/ proposal/ offer) shall constitute the contract.

xiii) The word **"Contractor/ Contractors**" wherever occurs means the successful bidder /bidders who has/have deposited the necessary Earnest money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or Company, as the case may be and any constitutional, or otherwise change of which shall have prior approval of the employer.

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

xv) The term **"Sub-Contractor**" as employed herein, includes those having a direct contract with Contractor either on piece rate, item rate, time rate or any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplies materials.

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

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

the contract, awarding extension of time and valuing compensation events. The Engineer-in-Charge /Designated Officer in Charge may further appoint his representatives i.e. another person/Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under their Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned, will be that of the Engineer-in-Charge/Designated Officer in Charge.

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

xix) The **"Work"** shall mean the works required to be executed in accordance with the contract/work order or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.

xx) **"Schedule of Rates"** referred to in this conditions shall mean the standard schedule of rates prescribed by the company and the amendments issued from time to time.

xxi) **"Contract amount"** shall mean:

a) in the case of turnkey / lump sum contracts the total sum for which tender is accepted by the company inclusive of applicable GST.

b) in the case of other types of contracts, the total sum arrived at based on the individual rate(s)/ percentage rate(s)quoted by the tenderer for the various items shown in the Schedule of Quantities" of the tender document as accepted by the Company inclusive of applicable GST with or without any alteration as the case may be.

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

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

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

xxv) **"Department"** means the Civil Engineering Department of Coal India Limited or any of its subsidiary companies/units represented by the appropriate authority.

xxvi) **"Act of insolvency"** means as it is designed by Presidency Town Insolvency Act or Provincial Insolvency Act or any act amending such originals.

xxvii) The words indicating the singular only also include the plural and vice-versa where the context so requires. Words importing the masculine gender shall be taken to include other genders. Words importing persons include any company or any association/ body of individuals/ companies and vice versa.

xxviii) "**Drawings"/"Plans**" shall mean all drawings furnished by the owner with the bid document, if any, as a basis for proposals,

a. working drawings furnished by the Owner after issue of letter of acceptance of the tender to start the work,

b. subsequent working drawings furnished by the owner in phases during progress of the work, and

c. drawings, if any, submitted by the contractor as per provision of the contract and duly approved by the owner.

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

a. Bureau of Indian Standards relevant to the works under the contract and their specifications.

b. Indian Electricity Act and Rules and Regulations made there under.

c. Indian Mines Act and Rules and Regulations made there under.

d. Any other Act, rule and regulations applicable for employment of labour, safety provisions, payment of provident fund and compensation, insurance etc.

2. Contract Documents and Miscellaneous Provisions

The following documents shall constitute the contract documents:

i) Articles of Agreement;

ii) Letter of Acceptance of Bid/ Work Order indicating deviation, if any, from the conditions of contract incorporated in the tender document issued to the bidder;

iii) Notice Inviting Tender and Instructions to Bidders;

iv) Conditions of Contract including General Terms & Conditions of contract, Additional Terms & Conditions, Special Terms & Conditions and Commercial Terms & Conditions etc.- as applicable;

v) Frozen terms & conditions / technical parameters and revised offer, if any;

vi) Specifications/ scope of Work, if any;

vii) Schedule of quantities (or Bill of Quantities) along with accepted rate;

viii) Contract drawings and work programme;

ix) Safety Code etc. forming part of the tender;

x) Integrity Pact (If applicable);

xi) Guidelines on Debarment of firms from Bidding;

xii) Code of Integrity for Public Procurement (CIPP);

xiii) Any other document if required.

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

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

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

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

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

2.4 The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in–Charge / Designated Officer in charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge / Designated Officer in Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract. The total value of subcontracted work should not exceed 25% of the contract price specified in the contract. Procurement of material, hiring of equipment or engagement of labour will not mean sub-contracting.

2.5 Acceptance of Offer

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

Simultaneously the original copy of LOA may also be sent to the Bidder through registered/speed post. The offline communication of LOA, shall not be mandatory.

3. Discrepancies in contract documents & Adjustments thereof

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

a) Description in Bill of Quantities of work;

b) Particular specification and special conditions, if any;

c) Drawings;

d) General specifications;

e) BIS Specifications.

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

3.2 Any error in description, quantity or rate in Bill of Quantities or any omission there from, shall not vitiate the contract or release the contractor from discharging his obligations under the contract including execution of work according to the Drawings and Specifications forming part of the particular contract document.

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 should be 5% of contract amount excluding GST and should be submitted within 21 days of issuance of LOA by the successful bidder in any of the form given below:

a) Payment through NEFT/RTGS in the designated account of CIL/Subsidiary as indicated in the LOA/Work order

b) a Bank Guarantee in the form given in the bid document from any Scheduled bank (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks). The BG issued by outstation bank shall be operative at its local branch at Nagpur.

Bank Guarantee against Performance Security shall be applicable if the amount of Performance Security exceeds Rs. 5.0 lakhs. The amount of Bank Guarantee shall not be less than Rs. 5.00 (five) lakhs.

c) Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner.

d) BG in electronic mode (e-BG) generated through NeSL, in the same format as mentioned at (b).

e) Insurance Surety Bond shall be issued by any Insurer /Surety Company registered with and approved by the Insurance Regulatory and Development Authority of India (IRDAI).

The validity of the Insurance Surety Bond for performance security shall be for a period of “one year” or “ninety days beyond the period of contract/extended period of contract (if any)”, whichever is more. However, if the contract period is for more than 03 (three) years, then period of validity of the Insurance Surety Bond should be for at least 03 (three) years with a provision that timely action for extension of the Insurance Surety Bond should be undertaken at least 03 months before the end of validity. The subsequent extension shall be for a period of “one year” or “ninety days beyond the period of contract/extended period of contract” if balance period is less than 3 (three) years, else the process will repeat as above.

Not less than 30 (thirty) days prior to expiry of Insurance Surety Bond, the Contractor shall furnish an extended, renewed or replacement Insurance Surety Bond to the Company, failing which the Company shall be entitled to, after giving 5 (five) days’ notice to the Contractor, draw down the full remaining value of the Insurance Surety Bond, and hold the amount as security for performance of the Contractor’s obligations under this Agreement.

The Insurance Surety Bond shall be encashed at least 07 (seven) days (excluding the day of intimation and bank holiday) prior to expiry of Insurance Surety Bond. Insurance Surety Bond is to be submitted in the format prescribed by the Company.

The original copy of the Insurance Surety Bond would be delivered by the Issuing Insurance company to the Beneficiary under Speed Post/Registered Post (AD). Original Insurance Surety Bond shall be accepted from Issuing Insurance company only. However, the Insurance Surety

Bond would be operative only on receipt of confirmation of issuance of the Insurance Surety Bond from the Insurance Company through their official / designated mail id only.

The claims shall be lodged through the official e-mail IDs of gmcivil.wcl@coalindia.in or socivil-blr.wcl@coalindia.in.

The Surety Company shall be required to remit the claimed amount within 24 (Twenty-Four) hours of lodging of the claim through the designated official email ID.

Matter relating to any dispute or difference arising out of this Insurance Surety Bond shall be subject to the jurisdiction of local court only where is to be executed. The laws applicable to this Insurance Surety Bond shall be the laws in force in India.

A claim period of 90 (ninety) days beyond validity period is to be provided by the Surety.

The Surety shall, upon issuance or any renewal/amendment hereof, transmit an independent confirmation directly from its official corporate email domain to the Company's designated email address (i.e. gmcivil.wcl@coalindia.in or socivil-blr.wcl@coalindia.in), validating the Bond number, secured amount, and validity period preferably within 5 (five) working days.

The validity or extension of validity of the Insurance Surety Bond (for Performance Security / Retention Money / Additional Performance Security, as applicable) shall be in similar line as that of applicable clauses of Bank Guarantee.

However, Company may approve submission of Performance Security beyond 21 days by another 14 days with proper justification on a case to case basis.

The Earnest Money/ Bid Security deposited is to be returned to the contractor after submission and acceptance of Performance Security.

The bid security deposited may be adjusted against the Performance security (1st part of security deposit) at bidder's option.

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

a) at Bidder's option by a Scheduled Bank, or

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

BG of scheduled bank located in India and acceptable to the company should only be accepted. Thus, any BG issued by foreign bank from outside India shall not be accepted.

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

In case of **Cement Concrete Road / Bituminous Road / Haul Road works**, where the **Defect Liability Period (DLP)** is **five (5) years** from the date of completion of the construction work and the **Performance Security** is furnished in the form of a **Bank Guarantee (BG)** at the time of execution of the Agreement, the Bank Guarantee shall remain valid for a minimum period of **ninety (90) days beyond completion of three (3) years of the DLP**. The successful bidder shall ensure that the validity of the BG is kept alive and, if necessary, extended from time to time so as to fully cover the stipulated period without any lapse.

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

Name of Bank: ICICI Bank Limited
Branch: Civil Lines, Nagpur
IFSC Code: ICIC000059
Account No.: 005905018053
Customer ID: 556096497

Original copy of the Bank Guarantee issued by the Issuing Bank shall be sent by the issuing bank to Civil Engineering Division of Western Coalfields Limited.

Note for e-BG:

The details required for issue of e-BG are as under:

Sr. No.	Field	Description of Field	Required information
1	UIN*	UIN of the legal entity	NCCGI3031L
2	Name	Name of the legal entity/ department/ area registered for UIN	Civil Department WCL HQ
3	Email ID	Email ID of the legal entity	mnkbiradar@gmail.com
4	Name of the Representative	Representative of the legal entity	Othugadi Vidyasagar Sujit Sen
5	Email ID	Email ID of the representative	mnkbiradar@gmail.com
6	Mobile Number	Mobile Number of the representative	9433031084
7	Business Unit Code	Identifier of the department/Zones/Office	
8	Contract Reference Number	PO reference, Tender ID etc.	2026_WCL_367398_1

In case the successful Bidder fails to submit the Performance Security within the stipulated time then the following actions shall be taken with the approval of Tender Accepting Authority (TAA) limited to CMD, CIL/ Subsidiary:

i. Cancellation of award of work
ii. Forfeiture of the Earnest Money/ Bid Security

iii. Any due amount to the contractor against the work done shall be treated as a part of the damages suffered by the company and shall not be paid to the contractor.

iv. The contractor shall not be allowed to participate in the re-tender of the work.

v. The Company shall debar such defaulting Contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter. In case of JV/ Partnership firm, the debarment shall also be applicable to all individual partners of JV/ Partnership firm.

When validity of BG is about to expire, the contractor has to extend the validity of BG, if required. If the validity of BG is not extended before 03 days of its expiry, then CIL/ Subsidiary shall be at liberty to encash the BG.

In case of a JV, the Performance Security can be submitted by the Joint Venture / one or more partners of the joint venture.

Submission of Performance Security is not required for tenders having Estimated Value put to tender upto Rs. 2.00 lakhs (incl. GST). In this case, EMD of successful bidder shall be released within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects).

4.3 Performance Security shall be refunded after three years of completion of construction work and the Retention Money shall be refunded after the successful completion of maintenance period of 05 years after completion of construction work (i.e. after completion of Defect liability period of 5 years).

Note: In case the work is not completed within scheduled period of completion, Performance Security shall be released on approval of Final Extension of time.

4.4 5% of work value excluding GST shall be retained from all running on account bills. This shall be treated as retention money and will be second part of security deposit.

Retention Money may be refunded against equivalent Bank Guarantee, on written request of the contractor, on its accumulation to a minimum amount of **Rs 25 lakhs** subject to the condition that amount of any Bank Guarantee except last one, shall not be less **than Rs. 25 lakhs**.

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

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

Retention Money may be refunded to the Contractor annually on submission of Insurance Surety Bond of equivalent amount subject to satisfactory performance of the Contractor during the year. All other modalities related to the acceptability of Insurance Surety Bond for retention money shall be same as for Performance Security.

The validity or extension of validity of the Insurance Surety Bond (for Performance Security / Retention Money / Additional Performance Security, as applicable) shall be in similar line as that of applicable clauses of Bank Guarantee.

4.5 Retention Money should be refunded after issue of No Defect Certificate.

4.6 The Company shall be at liberty to deduct/appropriate from the security deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the security deposit shall have to be restored by further deduction from the contractors subsequent on account running bills, if any.

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

Refund of Security Deposit shall be as per clause No. 4.3 of General Terms and condition of contract.

Defect liability period (DLP) of road shall be 5 (five) years after successful completion of construction work. During DLP, maintenance shall be done by the contractor without any cost implications to WCL.

NB: In case of Maintenance contracts, that ends with successful completion of work, where question of Defect Liability Period does not arise (e.g. sweeping / cleaning, horticulture, tank cleaning, jungle cutting, grass cutting, surface dressing etc.), the performance security and retention money (second part of bid security) can be released simultaneously after completion of work and taking over by department.

4.8 Consideration of Abnormally Low Bids

In case of Abnormally Low Bid, CIL/ Subsidiary may in such cases seek written clarifications from the lowest bidder(s), including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid documents. If, after evaluating the price analysis, CIL/ Subsidiary determines that the bidder(s) has substantially failed to demonstrate its capability to deliver the contract at the offered price, CIL/ Subsidiary may reject the bid / Proposal.

Additional Performance Security (APS) shall be applicable if the quoted price (excluding GST) is below. 15% of the updated/justified cost (excluding GST) finalized by the Procuring Entity. The amount of such APS shall be the difference between 85% of the updated/justified cost (excluding GST) finalized by the Procuring Entity and quoted price (excluding GST).

1. The updated/justified cost is the estimated cost put to tender.

Additional Performance Security (APS) shall be furnished by the bidder along with normal Performance Security as per Clause No. 4 of GTC (i.e. within 21 days of issuance of LoA). In case the successful Bidder fails to submit the Additional Performance Security within the stipulated time then the following actions shall be taken with the approval of Tender Accepting Authority (TAA) limited to CMD, CIL/ Subsidiary:

i) Cancellation of award of work.

ii) Forfeiture of the Earnest Money/Bid Security

iii) Any due amount to the contractor against the work done shall be treated as a part of the damages suffered by the company and shall not be paid to the contractor,

iv) The contractor shall not be allowed to participate in the re-tender of the work.

v) The Company shall debar such defaulting Contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one year from the date of issue of

such letter.

Note: However, debarment shall be done as per Guidelines on Debarment of firms from Bidding.

Company may approve submission of Additional Performance Security beyond 21 days by another 14 days with proper justification on a case to case basis.

The approving authority for the above shall be CFD of the concerned Subsidiary.

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

The amount of Bank Guarantee shall not be less than Rs. 5.00 (five) lakhs.

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.

In case of CC/BT Roads total work should be read as total construction work where maintenance is included along with construction work and APS shall be released in the above prescribed manner.

In case of Haul Roads total work should be read as total construction work and maintenance work where maintenance is included along with construction work and APS shall be released in the above prescribed manner.

4.9 Refund of Security Deposit regarding Specialized Item of Works (shall be applicable only when relevant item exists in the contract and shall be for 10% of value of such items (excluding GST) in the contract or for 10% of value of contract (excluding GST) with such specialized items only).

a) For some specialized items of work such as anti-termite treatment, waterproofing work, kiln seasoned and chemically treated wooden shutters, or any other item of work deemed as such 'specialized' by Engineer-in-Charge that are entrusted to specialized firms or contractors who associate specialized agencies, the contractor / firm executing the work should be asked to give a specific guarantee that they shall be responsible for removal of any defects cropping up in these works executed by them during the guarantee period. The form of the guarantee to be executed by the contractors shall be as enclosed.

b) 10% security deposit (performance security and retention money) deposited / deducted from the bills of the contractors, relevant to the item(s), shall be refunded to him after expiry of Guarantee period**.** The security amount relevant to the item(s) of work, may be released after 12 months of completion of work against equivalent BG and furnishing Guarantee as at (a) above.

Note: The Approving Authority for refund of Security Deposit regarding Specialized Item of Works shall be Engineer-In-Charge (EIC) after fulfilment of the conditions precedents as per contract.

4.10 Refund of security deposit for contracts with supply installation and commissioning of equipment i.e. with Mechanical & Electrical Works (shall be applicable only when relevant item exists in the contract)

For some specialized contracts like Pump house, Intake well etc. there may be Civil works as well as Mechanical and Electrical works. For such works, security deposit (performance security and retention money)- deposited / deducted from the bills of the contractors shall be refunded to him after expiry of guarantee period, which will be one year from the date of commissioning of equipment/ completion of work and/or rectification of any defect which may be detected in the individual equipment for the whole system under the contract, whichever is later.

Note: The Approving Authority for refund of Security Deposit for contracts with supply installation and commissioning of equipment i.e. with Mechanical & Electrical Works shall be Engineer-In-Charge (EIC) after fulfilment of the conditions precedents as per contract.

In addition, all types of manufacturers guarantee/warranty wherever applicable are to be issued/ revalidated in the name of the owner by the contractual agency and will be covered with relevant counter guarantee.

Bank guarantees furnished against Performance Security and Retention Money shall be validated for a period 90 days beyond the guarantee period.

5. Deviations/Variations in Quantities and Pricing

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

The variation register may be maintained in SAP in electronic form to have a proper control over variations.

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

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

5.2 The right is reserved to cancel any items of work included in the contract agreement or portion thereof in any stage of execution if found necessary to the work and such omission shall not be a waiver of any condition of the contract nor invalidate any of the provisions thereof.

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

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

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

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

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

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

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

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

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

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

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

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

b) 50% of the rate recommended by the Engineer-in-Charge to the accepting authority of the company, i.e. GM(C) of the company or SO(C) of the Area, if it is analysed item rates based on prevalent market rates of materials and labour following CPWD / NBO norms.

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

Note: Till the time a system is developed for making interim payment against extra items of the work, payment for such extra items of work can be made after obtaining approval of Deviation Estimate/Revised Estimate.

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

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

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

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

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

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

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

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

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

a) For Buildings: All works up to 1.2 metres above ground level or up to floor 1 level whichever is lower.

b) For abutments, piers and well steining: All works up to 1.2m above the bed level.

c) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs / tanks and other elevated structures: all works up to 1.2 metres above the ground level.

d) For reservoirs / tanks (other than overhead reservoirs / tanks): All works up to 1.2 metres above the ground level.

e) For basement: all works up to 1.2m above ground level or up to floor 1 level whichever is lower.

f) For Roads, all items of excavation and filling including treatment of sub base.

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

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

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

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

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

5.10 Extension of AMC contracts (*applicable only for AMC contracts***)**

The AMC Contracts shall be normally for two years or as specified in the NIT from the date of commencement. However, in exceptional cases of exigencies, CIL/Subsidiary reserves the right to *Extend the Contract* for a period of 30% of the contract period as specified in NIT or for a period of 08 months, whichever is lesser after due appraisal of performance at the end of the Contract on the same terms and conditions.

In case of extension of AMC Contracts, the administrative approval shall be obtained for expected completion value including original awarded value as per prevalent DOP.

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

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

Immediately after the contract is concluded i.e. LOA / Work Order is issued, the Engineer-in-Charge and the contractor shall agree upon a detailed time and progress chart prepared based on BAR CHART/ PERT CPM techniques on the basis of a construction schedule submitted by the contractor at the time of executing contract showing the order in which the work is proposed to be carried out within the time specified in the LOA /work order.

For the purpose of this detailed time and progress chart, the work shall be deemed to have commenced on the expiry of 10* (ten) days from the issue of Letter of Acceptance of Tender or 7(seven) days after handing over the site of work or handing over reasonable number of working drawings to the contractor or the period of mobilization allowed in the work order for starting the work in special circumstances, whichever is later. However, the Date of Commencement may be decided with mutual consent with the Contractor prior to the date as prescribed above.

* For Specialized Works/ High Value Works (above Rs. 5 crores), the period shall be 30 days.

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

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

Note: Approving Authority for Cancellation of LoA, forfeiture of EMD and also to debar the contractor to take part in the future re-tender of the work shall be Tender Approving Authority (TAA) limited to CMD of CIL/Subsidiary.

6.2 If the contractor fails to complete the work and clear the site on or before the date of completion or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as compensation (Liquidated Damages):

i) @ half percent (½ %) of the contract amount/Revised Contract amount excluding GST whichever is less, per week or part of the week of delay.

OR

ii) ½ % of the contract-value (excluding GST) of group of items/ revised completion value of group of items whichever is less, per week or part of the week of delay, for which a separate period of completion is originally given.

The aggregate of such compensation/ compensations shall not exceed:

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

OR

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

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

The LD will be applicable on the price (excluding GST) as varied by the operation of the Price Variation Clause i.e. price variation amount (excluding GST) shall be added/ deducted to the contract price (excluding GST) for deriving the LD.

6.2.1 The company, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half percent of the contract amount/ Revised Contract amount of the works (excluding GST) whichever is less for each week or part of the week subject to a ceiling as described at Cl.6.2.

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

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

6.2.4 In the event of such termination of the contract as described in clauses 6.2.2 or 6.2.3 or both, the company, shall be entitled to recover L.D. upto ten percent (10%) of the contract value besides recovery of compensation for damage/loss for termination as provided in 10 of General Terms and Conditions of Contract. Additionally, the contractor shall be debarred from participating in the future tenders for a minimum period of 12 months.

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

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

6.4 Extension of Contract Time for completion

A. Force Majeure (FM): Conditions beyond control of either parties like war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God come under the legal concept of Force Majeure (FM).

Delays in performance of contractual obligations under influence of FM conditions are condonable by the other party without any right to termination or damages, provided, notice of the happening of any such event is given by the affected party to the other within 30 (thirty) days from the date of occurrence duly certified by the local chamber of commerce or statutory authorities, the beginning and end of FM occurrence and cessation of such Force Majeure condition. Works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist.

For delays arising out of Force Majeure, the bidder / contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the clauses of Force Majeure and neither company shall be liable to pay nor bidder / contractor shall be liable to claim extra cost (like increase in rates, remobilization advance, idle charges for labour and materials etc.) provided it is mutually established that Force majeure conditions did actually exists.

B. Delays in Execution

A work may be completed ahead of schedule or delayed due to unforeseen fortuitous circumstances, extra effort or developments beyond the control of CIL/Subsidiary or the tenderer and it is sometimes difficult to apportion credit or responsibility. The contractor may experience delay or disruption due to his own actions or inaction, those of his sub-contractor or other contractors, those of CIL/Subsidiary or the engineer, or other causes. Such delays expose the non-performing party to various sanctions under the contract. These sanctions include extension of time, damages or default termination of the contract. While examining the request of the contractor for extension of time, the engineer shall consider all circumstances and categorise the delays as follows:

a) Excusable delays - Force Majeure (FM), that is, acts of God, abnormal weather, floods, and so on, applies;

b) Compensable delays – or Compensation Events, which put full burden of responsibility on CIL/Subsidiary; and

c) Inexcusable delay (contractor's own faults), which puts the full burden of responsibility on the contractor.

d) Concurrent delays - when two or more events responsible for delay overlap each other. The delays may be attributable to CIL/Subsidiary or the contractor or none, and fall in above categories. The eligibility for extension of time (EOT) should be determined by plotting each contributing concurrent delay on the critical path. CIL/Subsidiary should see that the concurrent delays do not result in unnecessary extra extension of time.

C. Once the delay is categorised, it should then be determined not only whether the contractor is eligible for time extension but also whether sanctions, such as Liquidated Damage (LD) or default termination, can be imposed on the contractor.

D. The time for completion of the work will be specified in the contract and it is understood that the completion of work within the time specified is an essential part of this contract. While ascertaining the reasons for delay beyond the control of contractor, the following delays shall be considered as "Hindrance": -

a) Excusable delays

b) Compensable delays

c) Portion of Concurrent delays to be decided judiciously by the EIC.

E. More precisely, if any delay in the completion of the work is likely to be caused by any of the following reasons, then the contractor immediately upon the occurrence of such delay shall give notice in writing to the Engineer-in-Charge and he shall be allowed a reasonable extension of time for completion in respect of delay caused by any of the below-mentioned circumstances-

a) Force Majeure as defined at 6.4(A);

b) Abnormally bad weather;

c) Non-availability of stores which are the responsibility of the company to supply as per contract;

d) Non-availability of working drawings in time, which are to be made available by the company as per contract during progress of the work;

e) Delay on the part of the contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work;

f) Non-availability or breakdown of tools and plant to be made available or made available by the company;

g) The execution of any modified or additional items of work or excess quantity of work;

h) Any other causes which, at the sole discretion of the company, is beyond the control of the contractor;

i) Delay caused by any written instruction of the Engineer in Charge;

j) Any circumstances which are wholly beyond the control of the contractor and unavoidable;

k) Increase in the overall value of work. The time of completion of the work shall, in the event of any deviation resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor as follows:

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

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

l) Portion of Concurrent delays as decided judiciously by the EIC

F. HINDERANCE REGISTER shall be maintained by both department and the contractor at site to record the various hindrances encountered during the course of execution.

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

G. Interim Extension of completion time may be granted by Tender Accepting Authority limited to GM(Civil)/HoD for works executed at HQ and Area GM for works executed at area as per provision of clause 6.4.1 below, based on the recommendation of the Engineer-in-Charge of the work during the course of execution of work reserving the right to impose/waive the clause relating to compensation for delay at the time of granting final extension of time depending upon the merit of the case. Final Extension of completion time is to be granted by Tender Approving Authority limited to CMD of CIL/ Subsidiary.

H. Denial Clause: If delay in works is attributable to the contractor, the procuring entity should protect itself against extra expenditure during the extended period by stipulating a denial clause (over and above levy of LD) in the letter informing the contractor of extension of time. In the denial clause (applicable for delays attributable to contractor), any increase in statutory duties and/ or upward rise in prices due to the Price Variation Clause (PVC) clause and/ or any adverse fluctuation are to be borne by the contractor during the extended delivery period, while the procuring entity reserves the right to get any benefit of a downward revisions in statutory duties, PVC, Thus, in cases of delays attributable to contractor, PVC, other variations clauses operate only during the original delivery period of the work.

6.4.1 General Principles for Granting Extension of Time

i) At the time of issuing notice inviting tenders for a particular work the Engineer-in-Charge should specify the time allowed for completion of the work consistent with the magnitude and urgency of the work.

ii) The time allowed for carrying out the work as entered in the contract shall be strictly observed by the contractor and shall be reckoned from the Date of Commencement of the work as given to the contractor.

iii) The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract) on the part of the contractor.

iv) To ensure good progress of work during the execution, the contractor shall meticulously follow the preset time and progress chart and in the event of slippages in one segment, all efforts will be made to liquidate the slippages in the next stages.

v) If the contractor shall desire an extension of time for completion of work on the grounds of his having been unavoidably hindered in its execution or on any other grounds as mentioned above shall make application to Engineer-In-Charge for extension of contract within a reasonable period prior to expiry of Contract Period (Preferably not later than 15 days prior to expiry of Contract Period). Engineer-In-Charge shall process the proposal based on the merit of the case for obtaining approval of Competent Authority. Such extension shall be communicated to the contractor in writing by the company through Engineer-in-Charge before the expiry of Contract Period.

vi) Engineer-in-Charge shall process extension of time for the completion of the work if the following conditions are satisfied:

a) The contractor must apply to the Engineer-in-Charge in writing for extension of time.

b) Such application must state the grounds which hindered the contractor in the execution of the work within the stipulated time.

c) Such application must be made within a reasonable period prior to expiry of Contract Period (Preferably not later than 15 days prior to expiry of Contract Period).

d) The Engineer-in-Charge must be of the opinion that the grounds shown for the extension of time are reasonable.

vii) Deleted

viii) The opinion of the Engineer-in-Charge, whether the grounds shown for the extension of time are or not reasonable, is final. If the Engineer-in-Charge is of the opinion that the grounds shown by the contractor are not reasonable and declines to process the extension of time, the contractor may approach concerned SO(C) /GM (C) /Director (As the case may be) whose opinion shall be final and binding on all concerned.

ix) All interim extensions of time shall be granted by Tender Accepting Authority limited to GM(Civil)/HoD for HQ works and Area GM for area works and all final extension of time shall be granted by Tender Accepting Authority limited to Chairman/ CMD of CIL/ Subsidiary.

Effort should be made to complete the work within the original contract period or extended period.

x) In case the contractor does not apply for grant of extension of time before the expiry of contract period and the department wants the contractor to continue with the work beyond the stipulated date of completion, the Engineer-in-Charge can process proposal for extension of time even in the absence of application from the contractor as per the following guidelines:

a) Whenever any hindrance comes to the notice of the In Charge of the work, he should at once make a note of such hindrance in the register kept at site. He should also make a report to EIC of the occurrence of such hindrance.

b) The proposal for extension of time should be processed by EIC for obtaining the approval of Competent Authority (Ref Cl (ix) above). This should be processed preferably 15 days prior to the expiry of Contract Period.

c) If the orders of the higher authority are not received in time, he should extend the contract before the stipulated date actually expires so that the contract might remain in force but while communicating this extension of time, he must inform the contractor that this was without prejudice to Company's right to levy compensation with Denial Clause under relevant clause of the agreement. Such extension of time given by EIC shall be considered as fait-accompli in future.

xi) The period during which the contract remains valid is a matter of agreement and if the period originally set for the completion of the work comes to an end nothing short of agreement of the party can extend the subsistence and validity of the contract.

xii) When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the contractor or the Department or of both.

The extension, in order to be binding, will have to be by parties' agreement, express or implied.

It therefore, follows that if the extension of time is issued /granted by the Engineer-in-Charge suo-moto as per provisions of Contract Agreement as per Cl 6.4.1(x) and such extension of time is accepted by the contractor, either expressly or implied by his actions before and subsequent to the date of completion, the extension of time granted by the Engineer-in-Charge is valid.

xiii) It is, therefore, necessary that the Engineer-in-Charge grants extension of time as per provisions of the contract even when the contractor does not apply for extension of time in order to keep the contract alive. If the contractor refuses to act upon the extension so granted by Engineer-in-Charge, it will attract the provisions of appropriate clauses of the agreement.

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

7. Material Supply & other facilities

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

* The company may, of its own or at the request of the contractor, supply such materials as may be specified, if available, at rate/rates to be fixed by the Engineer-in-charge.

7.1 For the materials which the company has agreed to supply for the contract, the contractor shall give in writing of his requirements in accordance with the agreed phased programme to the Engineer-in-charge sufficiently in advance.

The value of materials so supplied shall be set off or deducted from the payment to be made for the items of work in which such materials have been consumed, or from any sum then due or to become due to the contractor thereafter.

7.2 Deleted

7.3 If the steel is issued by the department, the wastage of steel shall be the barest minimum. The wastage allowed from theoretical quantity will be upto a maximum of 5% to cover the wastage due to cutting into pieces, bending and other factors. No cut pieces or scrap less than 2 mtr. in length will be taken by the department. Efforts should be made to use the cut pieces of 2 mtr. or above length as far as possible.

If the wastage of steel is more than the permissible variation mentioned above the cost of excess wastage made by the contractor shall be recovered at double the issue rates indicated above, or 115% of prevailing market rate along with GST and any other Tax applicable during the period of work, whichever is more.

No allowances shall be entertained on account of Rolling Margin for the steel either issued by the department or procured by the contractor.

7.4 If the cement is issued by the department, the variation of 5% will be permitted over the theoretical consumption of cement for value of work upto Rs.10.00 lakhs and 3% for value of work above Rs.10.00 lakhs. In the event of cement consumed is more/less than specified above, the recovery for the quantity of cement consumed in excess or less than the specified quantity shall be made at double the issue rate or 115% of prevailing market rate along with GST and any other Tax applicable during the period of work, whichever is more.

7.5 In case the department is not able to supply cement/steel as per the provisions of the contract, the Engineer-in-Charge may allow, with the approval of GM/HOD(Civil) of the company, the contractor in writing for procurement of cement/ steel from the approved sources and the extra on this account including transport charges, if any, over the issue rate shall be reimbursed to the contractor on production of authentic documents. Transportation of cement/ steel from the place of purchase to the site of work and proper storage of cement/steel at site shall be contractor's responsibility. He should maintain proper account of cement/steel issued/procured by him and should allow inspection of his godown and his cement/steel account by the concerned Engineer-in-charge or any other authorized officers of the company. Contractor should draw materials from the company on the basis of actual requirement as assessed by the Engineer-in-Charge on "as and when required" basis.

7.6 Recovery of cost of materials issued on sale A/c will be made as per actual consumption basis but the Engineer-in-Charge will have the discretion for making full recovery while processing a particular bill or asking for the return of the balance materials if the work is not progressing satisfactorily.

The contractor shall keep accurate record of materials issued by the company, maintain proper account for the materials received and consumed in the work and shall be open to check by the Engineer-in-Charge or his authorized representative. The contractor shall ensure that such materials are consumed for the contract works only and the Register for the aforesaid account shall be signed both by the representatives of Engineer In Charge and the contractor.

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

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

7.9 Any surplus materials issued by the company, remaining after completion or termination of the contract, shall be returned by the contractor at his cost to the place of issue and the Engineer-in-Charge shall accept the same at the rate not exceeding the rate at which these were originally issued taking into consideration the deterioration or damage, if any, that may have been caused during the custody of the contractor. In the event, the contractor fails to return the surplus materials out of those supplied by the company, the Engineer-in-Charge may, in addition to any other liability which the contractor would incur in this regard, by giving notice in writing require the contractor to pay the amount at double the issue rate for such unreturned surplus materials or 115% of the prevailing market rate along with GST and any other Tax applicable during the period of work, whichever is more.

7.10 On completion or on termination of the contract and on complete recovery of secured advance paid by the company, if any, in respect of materials brought to site, the contractor with due permission of the Engineer-in-Charge shall be entitled to remove at his expenses all surplus materials originally supplied by him and upon such removal, the same shall become the property of the contractor.

7.11 All charges on account of GST or any other applicable taxes, duties or levies on materials obtained for the works from any source (excluding materials supplied by the company) shall be borne by the contractor. This clause may be read in conjunction with 13 (ix) of condition of contract.

7.12 The contractor shall arrange necessary electricity at his own cost for the work and his own establishment. However, if available and feasible the company may arrange electricity at one point near the work site and necessary recovery of cost of energy consumed will be made at rates prescribed by the company from time to time. Energy meter for this purpose shall be provided by the contractor.

7.13 The contractor shall arrange necessary water for the work and his own establishment and nothing extra will be paid for the same. Such water used by the contractor shall be fit for construction purposes. However, if available and feasible the company may arrange water, at the written request of the contractor, to the extent possible, at one point near the work site for which recovery @ 1% of the contract value excluding GST of work done will be made from the contractor's bills. The contractor shall make his own arrangement of water connection and laying of pipe lines from main source of supply. Department do not guarantee to maintain uninterrupted supply of water. No claim of damage or refund of water charges will be entertained on account of such break down.

7.14 Explosives, detonators and other inflammable materials shall not be used in the execution of the work at site by the contractor without prior written permission of the Engineer-in-Charge. Transportation and storage of such materials shall be done in specified manner in accordance with the law in force. The contractor shall also obtain license under such laws for, transportation, storage, use and all other operations, connected with the handling of the same.

8. Quality Assurance - Materials and Workmanship

The contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work conforms strictly to the drawings, specifications, (as enclosed or in absence of enclosed specifications current CPWD/BIS specifications) instructions of the Engineer-in-Charge. The Engineer-in-Charge may issue, from time to time, further drawings, detailed instructions/ directions in writing to the contractor. All such drawings, instructions/directions shall be consistent with the contract documents and should be reasonably inferable there from, along with clarifications/ explanations thereof, if necessary. However, the contractor will be solely responsible for design and erection of all temporary structures required in connection with the work.

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

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

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

8.4 The contractor shall immediately after the award of work draw up a schedule giving dates for submission of samples as required or necessary as per the specification for approval of Engineer-in-Charge who shall approve, if found acceptable, promptly so that there is no delay in the progress of the work of the contractor or of the work of any of the sub-contractor.

On receipt of samples as per schedule, the Engineer-in-Charge shall arrange to examine/test with reasonable promptness ensuring conformity of the samples with the required specification and complying with the requirements as per contract documents keeping in view that the work shall be in accordance with the samples approved by him. The contractor shall be bound to furnish fresh sample, if disapproved by the Engineer-in-Charge, for his approval. The contractor shall not start bringing materials at the site unless the respective samples are approved. Materials conforming to approved samples shall only be brought to site. However, Engineer-in-Charge's approval for any sample, design / drawings (permanent / temporary structures) shall not alter contractor's full responsibility whatsoever for the performance and safety of the executed job.

Samples are to be supplied by the contractor at his own cost. The cost involved in tests shall be borne by the contractor. If any test is ordered by the Engineer-in-Charge which is to be carried out by any independent person or agency at any place other than the site even then the cost of materials and testing charge etc. shall be borne by the contractor. If the test shows that the materials are not in accordance with the specifications, the said materials shall not be used in the work and removed from the site at contractors' cost.

8.5 The company, through the Engineer-in-Charge, shall have full powers to reject any materials or work due to a defect therein for not conforming to the required specification, or for materials not being of the required quality and standard or for reasons of poor workmanship or for not being in accordance with the sample approved by him. The contractor shall forthwith remedy the

defect/replace the materials at his expense and no further work shall be done pending such rectification/replacement of materials, if so instructed by the Engineer-in-Charge.

In case of default on the part of the contractor, the Engineer-in-Charge shall be at liberty to procure the proper materials for replacement and/or to carry out the rectifications in any manner considered advisable under the circumstances and the entire cost & delay for such procurement/rectification shall be borne by the contractor.

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

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

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

8.8 Inspection of works

i) No work shall be covered up or put out of view without the approval of the Engineer-in-charge or the Engineer-in-charge's representative or any other officer nominated by the company for the purpose and the contractor shall afford full opportunity for the EIC or EIC`s representative or any other officer nominated by the company for the purpose to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. the contractor shall give due notice to the Engineer-in-charge's representative whenever any such work or foundations is ready or about to be ready for examination and the Engineer-in-charge's representative shall, without unreasonable delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such work or foundations.

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

If any such part or parts have been covered up or put out of view after compliance with the requirement of sub-clause above and are found to be executed in accordance with the contract, the expenses of uncovering, making openings in or through and making good the same shall be borne by the Employer, but in any other cases all costs shall be borne by the contractor.

8.9 Removal of Improper Work and Materials

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

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

b) The substitution with proper and suitable materials.

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

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

8.10 Devaluation of Work : In lieu of rejecting work done or materials supplied not in conformity with the contract/work order/approved samples, the Engineer-in-charge or any other officer nominated by the company for the purpose may allow such work or materials to remain, provided the Engineer-in-Charge/ the officer nominated by the company is satisfied with the quality of any materials, or the strength and structural safety of the work, and in that case shall make such deduction for the difference in value, as in his opinion may be reasonable.

8.11 Final Inspection of Work: The Engineer-in-charge and any other officer nominated by the company for the purpose shall make final inspection of all work included in the contract/work order, or any portion thereof, or any completed structure forming part of the work of the contract, as soon as practicable after notification by the contractor that the work is completed and ready for acceptance. If the work is not acceptable to the Engineer-in-charge at the time of such inspection, he shall inform the contractor in writing as to the particular defects to be remedied before final acceptance can be made.

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

8.13 Site Order Book: A Site Order Book is a Register duly certified by the Engineer-in-charge regarding number of pages it contains, each page being numbered, name of work, name of contractor, reference of contract/ work order and the aforesaid certificate should be recorded on its first page.

Site Order Books shall be maintained on the sites of works and should never be removed there from under any circumstances. It shall be the property of the company. The Engineer-in-Charge or his authorized representative shall duly record his observations regarding any work which needs action on the part of the contractor like, improvement in the quality of work, failure to adhere to the scheduled programme etc. as per contract/work order. The contractor shall promptly sign the site order book and note the orders given therein by the EIC or his representative and comply with them. The compliance shall be reported by the contractor in writing to EIC in time so that it can be checked.

The Site Order Book will be consulted by the Engineer-in-Charge at the time of making both running on account and final bills of the contractor. A certificate to this effect should be given in the Measurement books by the Engineer-in-Charge or his representative.

8.14 **Samples and Testing of Materials**: All the materials to be procured by the contractor and to be used in work shall be approved by the Engineer-in-Charge in advance, and shall pass the tests and analysis required by him, which will be as specified in the specifications of the items concerned and or as specified by BIS or the IRC / MORTH standard specifications acceptable to the Engineer-in-Charge. The method of sampling and testing shall be as per the relevant BIS, IRC/ MORTH and other relevant standards and practices. Minor minerals like sand, stone chips etc. shall be conforming to relevant BIS standards. All bought out items including Cement and Steel shall be procured from such manufacturers who hold valid license conforming to relevant BIS standards for manufacturing of such items.

8.15 **Storage of Materials:** Materials shall be so stored as to ensure the preservation of the quality and fitness for the work. When considered necessary by the Engineer-in-charge, they shall be placed on wooden platforms or other hard, clean surfaces and not directly on the ground.

Materials shall be placed under cover when so directed and the contractor shall erect and maintain at his own cost temporary weather-proof sheds at the work site for the purpose. Stored materials shall be so located as to facilitate prompt inspection. All stored materials shall be inspected at the time of use in the work, even though they may have been inspected and approved before being placed in storage or during storage.

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

No rejected material, the defects of which have been subsequently corrected, shall be used on the work until approval in writing has been given by the Engineer-in-Charge. Upon failure on the part of the contractor to comply with any instruction of the Engineer-in-charge made under the provisions of this article within the time stipulated by the Engineer-in-charge, the Engineer-in-charge shall have authority to remove and replace defective material and recover the cost of removal and replacement from the contractor.

Further all such defective material lying at site not removed and replaced within 30 days after issue of notice by the Engineer-in-charge, if the Engineer-in-charge so decides shall dispose off such material in any manner without any further written notice to the contractor.

9. Measurement and Payments

Except where any general or detailed description of the work in the Bill of Quantities or specifications of the contract/ work order provides otherwise, measurement of work done shall be taken in accordance with the relevant standard method of measurement published by the Bureau of Indian Standards (BIS) and if not covered by the above, other relevant Standards/practices shall be followed as per instructions of the Engineer-in-Charge.

9.1 All items of work carried out by the contractor in accordance with the provision of the contract having a financial value shall be entered in the e-Measurement Book and e-Billing Ecosystem Portal, hereinafter being referred to as “e-MB Portal”, as prescribed by the company so that a complete record of the measurements is available for all the works executed under the contract

and the value of the work executed can be ascertained and determined there from. Measurements of completed work / portion of completed work shall be recorded only in the e-MB Portal. For this purpose, the SOP for using the e-MB Portal may be referred at Appendix 16, Part-I of MCEW, available in CIL's website.

9.2 Measurement shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative.

9.3 Before taking measurements 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 jointly by both the parties on the site shall be entered into the e-MB Portal on completion of the measurement. If the contractor objects to any measurements, dispute to that effect can be raised by the contractor in the e-MB Portal.

9.4 The measurement of the portion of work/items of work objected to, shall be re-measured by the Engineer-in-Charge himself or the authority nominated by the company for the purpose in the presence of the contractor or his authorized representative and recorded in the e-MB portal. Measurements so recorded shall be final and binding upon the contractor and no claim whatsoever shall thereafter be entertained.

In case the contractor or his authorized representative does not attend to the joint measurements at the prefixed date and time after due notice, the measurements taken by the Engineer-in-Charge or his representative shall be final and binding on the contractor.

Measurement of excess quantities of work duly authorized in writing by the Engineer-in-Charge shall also be taken and recorded in the e-MB Portal.

Measurement of the extra items of work duly authorized in writing by the Engineer-in-Charge shall also be taken and recorded in page numbered triplicate book (based on the existing items in the SOR of the company and if such items do not exist in the company's SOR, the description of the work shall be as per actual execution), jointly signed by the contractor or his authorized representative and representative of EIC for execution section, for further entry in e-MB in due course after obtaining approval of Deviation Estimate/Revised Estimate. One copy is to be forwarded to the billing section, one copy shall be submitted to the execution section and the balance copy will be retained by the contractor.

Note: Till the time a system is developed for making interim payment against excess work done/extra items of the work, payment for such excess work done/extra items of work can be made after obtaining approval of Deviation Estimate/Revised Estimate.

9.5 No work shall be covered up or put out of view without the approval by the Engineer-in-Charge and recording of measurements and check measurement thereof duly accepted by the contractor. The contractor shall provide full opportunity to the Engineer-in-Charge or his representative to examine and measure all works to be covered up and to examine the foundations before covering up.

The contractor shall also give notice to Engineer-in-Charge whenever such works or foundations are ready for examination and the Engineer-in-Charge shall without unreasonable delay arrange to inspect and to record the measurements, if the work is acceptable and advise the contractor regarding covering of such works or foundations.

9.6 In case of items which are claimed by the contractor but are not admissible according to the department, measurements of such items, will be taken for record purposes only and without prej-

udice so that in case it is subsequently decided by the department to admit the contractor's claims, there should be no difficulty in determining the quantities of such work. A suitable remark should, however, be made against such measurements to guard against payment in the ordinary way.

9.7 **Payments**: The running on account payments may be made once in a month or at intervals stipulated in the work order/ contract agreement.

9.7.01 Running on account bill/bills for the work executed/ materials supplied in accordance with the work order/ contract shall be prepared on the basis of detailed measurements recorded as described hereinbefore and processed for payments.

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

a) The work executed as covered by the bill/bills after deducting the amount already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the work order/ contract.

b) (i) Payment for excess quantity of work done with the written instructions of the Engineer-in-Charge for items already appearing in the bill of quantities of work with approved rates, will be made along with the on account bills only up to 10% of the quantity provided in the agreement subject to overall value of work not exceeding the agreement value.

(ii) The GM(Civil) of the company and / or the Staff Officer(C) of the Area may authorize interim payment for excess work done up to 20 % of the quantity of work provided in the Bill of Quantity of the work awarded from Company level and Area level respectively subject to overall value of work done does not exceed the contract value. This however, shall not be applicable for High Value Items.

Note: Till the time a system is developed for making interim payment against excess work done, payment for such excess work done can be made after obtaining approval of Deviation Estimate/Revised Estimate.

c) Extra items of work executed will be paid on specific written authorization of GM(C) of the company or Staff Officer (Civil) of the Area provided that the value of such extra items of work when added together is not more than 10% of the contract value and the total gross payment including excess quantity does not exceed the contract value.

Balance amount on account of excess quantity and extra items of work executed shall be paid after the deviation estimate / revised estimate regularizing the extra items and excess quantities of work is sanctioned by the competent authority of the company with the concurrence of the Finance Department of the company.

Note: Till the time a system is developed for making interim payment against extra items of the work, payment for such extra items of work can be made after obtaining approval of Deviation Estimate/Revised Estimate.

d) On the Engineer-in-Charge's certificate of completion in respect of the work covered by the contract / final measurements of the work certified by the Engineer In Charge or his representative.

9.7.03 The measurements shall be entered in the e-MB Portal for the work done up to the date of completion and evaluated based on the approved rates for the items in the contract agree-

ment/sanctioned revised estimate. In case of extra items of work, the rates shall be derived as stated in the relevant clause of the contract.

The payments shall be released against the final bill subject to all deductions which may be made on account of materials supplied, water supply for construction, supply of electricity and any other dues payable by the contractor to the company, and further subject to the contractor having given to the Engineer-in-Charge a no claim certificate.

The contractor shall indemnify the company against proof of depositing royalty on account of minor minerals used in the work before the final bill is processed for payments. The final payment to be made will also be subject to Clause-4.6 & 4.7 of the General Terms & Conditions of the contract.

9.7.04 Any certificate given by the Engineer-in-Charge for the purpose of payment of interim bill/bills shall not of itself be conclusive evidence that any work/materials to which it relates is/are in accordance with the contract and may be modified or corrected by the Engineer-in-Charge by any subsequent certificate or by the final certificate.

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

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

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

9.7.07 Payment Stage: The payment stage involved will be as under,

i) Entry of measurements jointly undertaken by representative of Engineer-in-Charge (EIC) and representative of the contractor in the e-MB Portal by Measurement Entry Level (MEL) User. This shall be forwarded to the contractor by the MEL User for obtaining acceptance of contractor.

ii) Contractor shall access the e-MB Portal by logging in using their registered vendor code with CIL/subsidiary and shall return the e-MB to the MEL User after communicating their acceptance in form of remarks while forwarding the e-MB to MEL User.

iii) MEL User shall forward the e-MB to First Level Check (FLC) User for checking of measurements by the FLC User.

iv) FLC User shall check the measurements after needful correction(s) (if any) forward the e-MB to the Second Level Check (SLC) User.

v) SLC User shall check the measurements after needful correction(s) (if any) forward the e-MB to the Accountant for needful checking.

vi) The Accountant after due checking, shall generate Abstract and forward the e-MB to EIC for raising Invoice from the contractor.

vii) EIC shall raise Invoice from the contractor.

viii) Contractor shall submit his Invoice against the abstract generated, for payment.

ix) EIC shall generate Service Entry Sheet(s) and process for payment.

Note:

(1) MEL User may be Subordinate Engineer(Civil)/ EA(Civil)/ Sr. Overseer(C) / Overseer(C), as decided by EIC.

(2) FLC User may be Sr. Officer(C)/ Asstt. Manager(Civil), as decided by EIC.

(3) SLC User may be Dy. Manager(C)/ Manager(C), as decided by EIC.

(In case of non-availability of officials as at (1), above, company may authorize suitable executives for the works outlined at (1). Further for check measurement (i.e., (2) and (3) above) also company may authorize Executives based on availability).

9.7.08 Secured Advance against Material brought to Site

Secured advance on the security of materials (which are not combustible, fragile or perishable in nature) brought to the site but not yet incorporated in the works will be made up to 75 (seventy-five) per cent of invoice value, or the 75 (seventy-five) per cent of the corresponding value of the materials determined on the basis of BOQ rates, whichever is less, subject to the condition that their quantities are not excessive and shall be used within a period of 90 (ninety) days and subject to other stipulations in the contract. The contractor will be required to submit an indemnity bond as per prescribed Form of the company on non-judicial stamp paper of prescribed value, hypothecating the goods to the procuring entity, and also be responsible for their safe custody. Before the advance is released, the procuring entity may inspect the site to ensure that the Contractor has safeguarded the materials against pilferage and deterioration. It may be ensured that the contractor has not taken any loan/ limit from banks against hypothecation of the materials against which the secured advance is claimed. An undertaking in this regard may also be taken from the contractor.

Generally, as per the provisions of the contracts, the contractors are required to submit proof of cost of materials and the delivery of material at site while claiming such advances. The stock register should be maintained from the commencement of the contract and, unless otherwise prescribed in the contracts, the stock, so considered for advance, should generally be only paid stock (and not brought on credit). Where the materials are supplied from a captive source of the contractor, the reasonableness of the valuation of such materials may be ensured.

The advance will be repaid from each succeeding running bill (periodic/ interim payment) to the extent materials for which advance has been previously paid have been incorporated into the works.

This advance shall be recovered in four equal installments or as per consumption whichever is higher. Engineer-in-Charge shall recover at his discretion all or any part of secured advance paid, if in his opinion the work is not progressing satisfactorily or the security of these materials at site is not adequately taken care of by the contractor. In all cases, the repayment of the advance will be affected after expiry of a period of 120 days since payment of advance, whether the material is consumed in the work or not.

Secured advance shall be payable for contracts of value above Rs 10.00 (ten) Crore only.

At any point of time the outstanding recoverable secured advance shall not be more than 10% of the contract value.

NOTE: The Approving Authority for releasing Secured Advance shall be Area GM for the works executed at Area and GM(Civil)/HoD for the works executed at Subsidiary HQ. level.

9.8 Income tax deduction @ 2% (Two percent) of the gross value (excluding GST) of each bill or at the rate as amended from time to time, shall be made unless exempted by the competent authority of the Income Tax Department. Further, TDS under GST will be deducted at applicable rates as per the provisions of GST Act wherever applicable.

Building and Construction Workers Cess (as applicable in States) shall be payable by the contractor. If, however, the company is asked to make deduction from the contractor's bills, the same shall be done and a certificate to this effect shall be issued to the contractor for dealing with the State Govt. and the company does not take any responsibility to do anything further in this regard.

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

10. Termination, Cancellation, Suspension and Foreclosure of Contract

The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract be entitled to cancel the contract in full or in part, and whether the date of completion has or has not elapsed, by a two weeks show cause notice in writing if the contractor:-

a) makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer-in-Charge, then on the expiry of the period as specified in the notice

Or

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

Or

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

Or

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

Or

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

Or

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

Or

g) breach of the prohibition against sub-contracting

Or

h) Committed fraud

However, the contractor shall continue to fulfil the contract to the extent not terminated.

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

a) If the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of Insolvency Act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any Insolvency Act.

b) In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the contractors company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the contractor's company, if any.

c) If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 (twenty-one) days.

d) On the death of the contractor being a proprietary concern and the company is not satisfied that the legal representative of the deceased proprietor is 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.

e) On the death or retirement of any partner of the contractor firm before the complete performance of the contract, the Procuring Entity may, at his option, terminate the contract for default as per the Contract and avail any or all remedies thereunder;

In case the contract not terminated as provided in Subpara (e) above;

i) the remaining partners should give a written undertaking to perform the contract and accept all liabilities (including those of the expired/retired partner) incurred by the firm under the contract before the date of such an event.

ii) notwithstanding the retirement of a partner from the firm, that partner shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Procuring Entity in writing or electronically.

10.2 On Cancellation of the Contract (except action as per clause 6.1 of GCC) or on **Termination of the Contract**, the Engineer-in-charge shall have powers:

a) To take possession of the site, any materials, constructional plant, equipment, stores etc. thereon and carry out balance work through any means or through any other agency.

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

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

In such an event, the contractor shall be liable for loss/damage suffered by the employer because of action under this clause and to compensate for this loss or damage, the employer shall be entitled to recover higher of the following:

i) Forfeiture of security deposit comprising of performance guarantee and retention money at the disposal of the employer.

Or

ii) 20% of value of incomplete work excluding GST. 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 (excluding GST) including price variation as applicable on the date, when notice in writing for termination of work was issued to the contractor.

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

In the event of above course being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, equipment or entered into agreement or made advances on any account or with a view to the execution of work or performance of the contract. And in case

action is taken under any of provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum for any work thereof or actually performed under this contract unless and until the engineer-in-charge has certified in writing the performance of such work and value payable in respect thereof and he shall only be entitled to be paid the value so certified.

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

10.3 Suspension of Work

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

a) on account of any default on the part of the contractor, or

b) or proper execution of the works, or part thereof, for reasons other than the default of the contractor or,

c) for safety of the works, or part thereof.

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

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

10.4 Foreclosure of Contract

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

a) to pay reasonable amount assessed and certified by the Engineer-in-Charge of the expenditure incurred, if any, by the contractor on preliminary works at site e.g. temporary access roads, temporary construction for labour and staff quarters, office accommodation, storage of materials, water storage tanks and water supply for the work including supply to labour/ staff quarters, office etc.

b) to pay the contractor at the contract rates full amount for works executed and measured at site up to the date of such abandonment.

c) to pay for the materials brought to site or to be delivered at site, which the contractor is legally liable to pay, for the purpose of consumption in works carried out or were to be carried out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials. The materials to be taken over by the company should be in good condition and the company may allow at its discretion the contractor to retain the materials in full or in part if so desired by him and to be transported by the contractor from site to his place at his own cost with due permission of the EIC.

d) to take back the materials issued by the company but remaining unused, if any, in the work on the date of abandonment/reduction in the work, at the original issue price less allowance for any deterioration or damage caused while in custody of the contractor.

e) to pay for the transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less.

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

Approving Authority for Termination, Cancellation and Foreclosure of Contract including imposition of LD/Recovery, if any, shall be Tender Approving Authority (TAA) limited to CMD of CIL/Subsidiary.

11. Carrying out Part Work at Risk & Cost of Contractor

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, penalty will not be applicable other than on account of delayed completion.

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.

If the expenses incurred by the department is less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

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 or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

Note: In this case, the provisions like SPLT (Refer Clause No. 4.01.3 of Part I of MCEW) may be resorted to by CIL/ Subsidiary.

12. Completion Certificate / Defect Liability Certificate

Except in cases where the contract provides for "Performance Test" before issue of Defect Liability certificate, in which case the issue of Defect Liability certificate shall be in accordance with the procedure specified therein, the contractor shall give notice of completion of work, as soon as the work is completed, to the Engineer-in-Charge. The Engineer-in-Charge and or any other Officer, nominated for the purpose by the company, shall within 30 (thirty) days from the receipt thereof, inspect the work and ascertain the defects/deficiencies, if any, to be rectified by the contractor as also the items, if any, for which payment shall be made at reduced rate.

If the defects, according to the Engineer-in-Charge are of a major nature and the rectification of which is necessary for the satisfactory performance of the contract, he shall intimate in writing the defects and instruct the contractor to rectify the defects/remove deficiencies within the period and in the manner to be specified therein. In such cases Defect Liability Certificate will be issued by the EIC after the above rectifications are carried out/ deficiencies are removed by the contractor to the satisfaction of EIC.

In the event there are no defects or the defects/ deficiencies are of a minor nature and the Engineer-in-Charge is satisfied that the contractor has already made arrangements for rectification, or in the event of contractor's failure to rectify the defects for any reason whatsoever, the defects can be rectified by the company departmentally or by other means and the 50% of the security deposit of the contractor shall be sufficient to cover the cost thereof, he shall issue the Defect Liability Certificate (Taking Over Certificate with list of defects) indicating the date of completion of the work, defects to be rectified, if any, and the items, if any, for which payment shall be made at reduced rate indicating reasons there for and with necessary instructions to the contractor to clear the site/place of work or all debris/ waste materials, scaffoldings, sheds, surplus materials etc. making it clean.

12.1 In cases where separate period of completion for certain items or groups of items are specified in the contract, separate Defect Liability certificate for such items or groups of items may be issued by the Engineer-in-Charge after completion of such items on receipt of notice from the contractor only in the event the work is completed satisfactorily in every respect.

Refund of security deposit and payment of final bill shall, however, be made on completion of the entire contract work, but not on completion of such items of work.

12.2 Before the date fixed for completion of work, the work as well as the site of work are to be made clean after removal of rubbish, scaffolding, surplus materials, temporary structures etc.

12.3 In case of contractor's failure to clear the site, the EIC shall have right to get the work done. The cost thereof shall be recovered from the final bill of the contractor.

13. Additional Responsibilities of the Contractor(s)

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

(i) The company reserves the rights to let other contractors also work in connection with the Project and the contractor/contractors shall co-operate in the works for the introduction and stores and materials and execution of his/their works.

(ii) The contractor/contractors shall keep on the work site during the progress a competent and experienced Resident Engineer exclusively for the work and necessary assistants who shall

represent the contractor(s). The contractor shall employ, on the site in connection with the execution and maintenance of the work, technical and managerial staff as mentioned below.

Sl. No.	Value of Work	Manpower Requirement
1.	More than 10 Crores	One Resident Engineer (Degree Holder), Two Engineers (Diploma Holder)
2.	5 Crores to 10 Crores	One Resident Engineer (Graduate/ Diploma Holder), One Engineer (Diploma Holder)
3.	1 Crore to 5 Crores	One Resident Engineer (Graduate/ Diploma Holder)

For works below Rs.1 crore, the deployment of manpower shall be as assessed by Engineer.

The contractor shall intimate the Engineer-in-Charge in writing the names, qualifications, experience and full postal address of each and every technical personnel employed at site by him.

The contractor(s) shall not be allowed to execute the work unless he/they engage the required technical staff as assessed by Engineer-in-charge or as specifically mentioned in the bid. The delay on this account, if any, shall be the contractor's responsibility.

Important instructions shall be confirmed to the contractor(s) in writing. If the contractor/contractors in course of the works finds/find any discrepancy between the drawing, forming part of the contract documents and the physical conditions of the locality or any errors or omissions in drawings except those prepared by himself / themselves and not approved by the Engineer-in-Charge. It shall be his/their duty to immediately inform the Engineer-in-Charge in writing and the Engineer-in-Charge shall verify the same. Any work done after such discovery and without intimation as indicated above will be done at the risk of the contractor/contractors.

(iii) The contractor / contractors shall employ only competent, skillful 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 3 (three) hours of such orders.

The contractor shall employ apprentices in the execution of the contract work as required under Apprentices Act.

The contractor shall further be responsible for making arrangements at his own cost, or accommodation and social needs of the staff and workers under his employment.

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

All scaffoldings, ladders and such other structures which the workmen are likely to use shall be examined by the Engineer-in-Charge or his authorized representative whenever they

want and the structure must be strong, durable, and safe and of such design as required by Engineer-in-Charge.

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

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

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

(vi) The contractor shall maintain all records as per the provision made in the various statutes including Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules,1971/ latest Labour Codes & Rules, Minimum Wages Act, Workmen Compensation Act etc. and latest amendment thereof. Such records maintained by the contractor shall be opened for inspection by the Engineer-in-Charge or by the nominated representative of the Principal Employer.

(vii) The contractor/ contractors shall provide facilities for the sanitary necessities of all persons employed on the work shall be constructed and maintained in the number, manner and place approved or ordered by the Engineer-in-Charge. The contractor/ contractors shall vigorously prohibit committing of nuisance at any other place. Cost of all works under this item shall be covered by the contractor/contractor's tendered rates.

(viii) 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.

For Capital/ Specialized works with estimated value more than 10 Cr and more, the contractor has to submit project specific monthly progress report of the work in a computerized form (Management Information System Reports– MIS reports). The progress report shall contain the following apart from whatever else may be required to be specified:

i) Project information, giving the broad features of the contract.

ii) Introduction, giving a brief scope of the work under the contract and the broad structural or other details.

iii) Construction schedule of the various components of the work, through a bar chart for the next three quarters for as may be specified, showing the milestones, targeted tasks and up to date progress.

iv) Progress chart of the various components of the work that are planned and achieved, for the month as well as cumulative up to the month, with reasons for deviations, if any, in a tabular format.

v) Plant and machinery statement, indicating those deployed in the work, and their working status.

vi) Man-power statement, indicating individually the names of all the staff deployed in the work along with their designations.

vii) Financial statement, indicating the broad details of all the running account payments received up to date, such as gross value of work done, advances taken, recoveries effected, amounts withheld, net payments, details of cheque payments received, etc.

viii) A statement showing the extra and substituted items submitted by the contractor, and the payments received against them, broad details of the bank Guarantees, indicating clearly their validity periods, broad details of the insurance policies taken by the contractor, if any, the advances received and adjusted from the department, etc.

ix) Progress photographs, in colour, of the various items/ components of the work done up to date, to indicate visually the actual progress of the work.

x) Quality assurance and quality control tests conducted during the month, with the results thereof.

xi) Any hold-up shall be specified.

xii) Dispute, if any, shall also be highlighted.

xiii) Monthly or fortnightly progress review by engineer and Procuring Entity with contractor may be necessary to ensure that contractor deploys sufficient resources to meet the deadlines.

(ix) All duties, taxes (excluding Goods and Services Tax and GST Compensation Cess (If applicable) only) and other levies, royalty, building and construction workers cess (as applicable in States), whether local, municipal, provincial or central pertaining to the contract payable by the bidder/Contractor under the Contract (during the entire period of contract), or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST, if any, either payable by bidder or by company under reverse change mechanism shall be computed by system in BOQ sheet as per predefined logic.

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

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

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

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

payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of contractor.

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

However, in case bidder/contractor is GST unregistered bidder/dealer or GST registered under composition scheme in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In case of unregistered dealer/bidder, GST, if applicable will be deposited by CIL/Subsidiary directly to concerned authorities in terms with GST provisions.

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

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

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

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

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

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

(x) 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, un-loading, railway freight, recruiting expenses and any other charges for the completion of the work to entire satisfaction of the company.

(xi) The contractor / contractors shall make their own arrangement for carriage of all materials to the work site at his/their own cost.

(xii) The work shall not be sublet to any other party, unless approval conveyed by Engineer-in-Charge, in writing. Prior permission is required to be taken from the owner for engagement of sub-contractor in part work/ piece rated work.

(xiii) a) No fruit trees or valuable plants or trees with trunk diameter exceeding 150mm shall be pulled, destroyed or damaged by the contractor/contractors or any of his/their employees without the prior permission of the company, failing which the cost of such trees or plants shall be deducted from the contractor/contractors dues at the rate to be decided by the company. The rates quoted are supposed to include clearance of shrubs and jungles and removal of such trees up to 150 mm dia., as will be permitted by the Engineer-in-Charge in writing.

b) Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the employer. The Contractor is to notify the Nodal Officer or his nominee of such discoveries and carry out the Nodal Officer or his nominee's instructions for dealing with him.

(xiv) The contractor / contractors shall not pay less than the minimum wages to the labourer engaged by him/them as per Minimum Wages Act or such other legislation or award of the minimum wage fixed by the respective State Govt. or Central Govt. as may be in force. The contractor / contractors shall make necessary payments of the provident fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and allied scheme and Miscellaneous Provisions Act, 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be.

Payable statutory payments like PF & ESI contributions paid to the contract workers as applicable shall be reimbursed to the contractor on production of proof of payment limited to the maximum likely number of workmen to be deployed as indicated in the tender document. Such payments shall be made on quarterly basis and shall not be included in the Contract Value.

"The contractor shall pay to its workers engaged in non-mining activities, in respect of every accounting year, the statutory bonus as admissible under the extant law governing payment of bonus, as amended from time to time, or, where such workers are not covered under the said provisions due to wages exceeding the prescribed ceiling (presently ₹21,000 per month, or as revised from time to time), a Performance Linked Incentive (PLI) at the rate of 8.33% of the salary or wages earned during the relevant accounting year, strictly in accordance with other terms, conditions, eligibility criteria and modalities as may be prescribed under the extant law governing payment of bonus."

(xv) All accounts shall be maintained properly and the company shall have the right of access and inspection of all such books of accounts etc., relating to payment of labourer in online mode including payment of provident fund considered necessary.

(xvi) The contractor shall in additions to any indemnity provided by the relevant clauses of the agreement or by law, indemnify and keep indemnified for the following:

a) The company or any agent or employee of the company against any action, claim or proceeding relating to infringement or use of any patent or design right and shall pay any royalties or other charges which may be payable in respect of any article or material included in the contract.

However, the amount so paid shall be reimbursed by the company in the event such infringement has taken place in complying with the specific directions issued by the company or the use of such article or material was the result of any drawing and/or specifications issued by the company after submission of tender by the contractor. The contractor must notify immediately after any claim being made or any action brought against the company, or any agent or employee of company in respect of any such matter.

b) The company against all claims, damages or compensation under the provisions of payment of Wages Act, 1938, Minimum Wages Act, 1948, Employer's Liability Act, 1938, The Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947, Mines Act as applicable, Employees State Insurance Act 1948 and Maternity Benefit Act, 1961, Acts regulating P.F. or any modification thereof or any other law relating thereto and rules made there under from time to time, as may be applicable to the contract which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and also against costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury.

c) The company against all losses and claims for injuries or damages to any third party or to any property belonging to any third party which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and against all claims/demands proceedings/damages, cost charges and expenses whatsoever in respect of or in relation thereto.

(xvii) The contractor is under obligation to hand over to the company the vacant possession of the completed building structures failing which the Engineer-in-Charge can impose a levy upon the contractor upto 5% of the total contract value excluding GST for the delay in handing over the vacant possession of the completed works after giving a 15 (fifteen) days notice to the contractor.

(xviii) **Insurance** - The contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for reasons which are beyond control of the contractor or act of God, e.g. flood, riots, war, earthquake, etc.) and shall at his own cost repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the contract and instructions of the Engineer-in-charge.

The contractor/contractors shall take following insurance policies during the full contract period at his own cost:

a) In the case of construction works, without limiting the obligations and responsibilities under the contract, the contractor shall take insurance policy for the works and for all materials at site so that the value of the works executed and the materials at site up to date are sufficiently covered against risk of loss/damage to the extent as permissible under the law of insurance. The contractor shall arrange insurance in joint names of the company and the contractor. All premiums and other insurance charges of the said insurance policy shall be borne by the contractor.

The terms of the insurance policy shall be such that all insurance claims and compensations payable by the insurers, shall be paid to the Employer and the same shall be released to the contractor in installments as may be certified by the Engineer-in-charge for the purpose of rebuilding or replacement or repair of the works and/or

goods destroyed or damaged for which payment was received from the insurers. Policies and certificates for insurance shall be delivered by the contractor to the EIC for his approval before the starting date. Alterations to the terms of insurance shall not be made without the approval of EIC.

b) Where any company building or part thereof is used, rented or leased by the contractor for the purpose of storing or using materials of combustible nature, the contractor shall take separate insurance policy for the entire building and the policy shall be deposited with the company.

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

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

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

THE CLAUSE 13(xviii) SHALL BE APPLICABLE FOR WORKS OF ESTIMATED VALUE OF OVER Rs. 50 LAKHS.

(xix) **Setting Out:** The contractor shall be responsible for the contract and proper setting out of the works and correctness of the position, reduced levels, dimensions and alignment of all parts of the work including marking out the correct lay out in reference to the permanent bench mark and reference points. Only one permanent bench mark and basic reference lines shall be marked and shown to the contractor as basic data.

The contractor shall have all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of work any error is detected in respect of the position, levels, dimensions or alignment of any part of the work, the contractor on being required to do so by the Engineer-in-Charge or his representative shall at the expenses of the contractor rectify such errors to the satisfaction of Engineer-in-Charge unless such error is due to incorrect data supplied by the Engineer-in-Charge.

(xx) On receipt of Letter of Acceptance of Tender / Work Order the contractor shall forthwith Register and obtain License from the competent authority under the Contract Labour (Regulation & Abolition) Act 1970, the Contract Labour (Regulation & Abolition) Central Rules, 1971/ latest Labour Codes & Rules and submit certified copies of the same to the Engineer-in-Charge and the Principal Employer.

(xxi) Deleted

(xxii) The contractor shall, in connection with works, provide and maintain, at his own cost, all lights, security guards, fencing when and where necessary as required by the Engineer-in-Charge for the purpose of protection of the works, materials at site, safety of workmen and convenience of the public.

(xxiii) All materials (e.g. stone, moorum and other materials) obtained in the course of execution of the work during excavation and dismantling etc. shall be the property of the company and the same may be issued to the contractors, if required for use in the works at the rates to be fixed by the Engineer-in-Charge.

(xxiv) Unless otherwise specifically provided for, dewatering of excavation pits, working areas etc. shall be the contractor's responsibility and is to be carried out at his own cost as per instructions of EIC. The rates quoted by the contractor shall be deemed to include the dewatering costs.

(xxv) Approval by the Nodal Officer/Engineer-in-Charge or his nominee: The contractor shall submit specifications and drawings showing the proposed temporary work to the Nodal Officer/Engineer-in-Charge or his nominee, who is to approve them if they comply with the specifications and drawings.

The contractor shall be responsible for design of Temporary Works.

The Nodal Officer/Engineer-in-charge or his nominee's approval shall not alter the contractor's responsibility for design of the Temporary Works.

(xxvi) The contractor shall directly pay the ex-gratia amount of Rs. 25.00 (Twenty Five) lakhs to the eligible dependent family members of the deceased contractor's worker, who died in mine accident as certified by DGMS, to whom the statutory benefits under Employee Compensation Act, Provident Fund etc. have been paid, as per the terms of contract or through Insurance Company by availing Group Personal Accident Insurance Policy for all its workers before commencement of the contract, which shall be renewed periodically to cover the entire duration of the contract. No reimbursement shall be made on this account by CIL/Subsidiary.

In order to comply with the above provisions, contractor shall immediately on receipt of letter of acceptance/work order shall obtain group personal accident insurance in respect of all the workmen engaged in mining activities for payment of Rs. 25.00 (Twenty Five) lakhs in case of death in mine accident. A proof to such effect shall be produced to the satisfaction of the management before commencement of the work. However, the responsibility of payment of special relief/ex-gratia amount shall lie exclusively with the Contractor.

If the contractor fails to disburse the special Relief/Ex-gratia within the due date, the subsidiary concerned may make payment to the eligible dependent as mentioned herein above. However, such amount shall be recovered from the Contractor from his dues either in the same and/or other subsidiaries of CIL.

(xxvii) **Obligations under the Labour Codes and Rules:** The Contractor is solely responsible for its obligation under Labour Codes and Rules relating to personnel deployed by it on site or off-site for execution of the contract. However, the procuring entity should pro actively monitor that such obligations are discharged by the contractor. Contractor shall be asked to submit relevant reports and returns.

(xxviii) **Obligations Relating to Occupational Safety, Health, Working Conditions, Social Security, and Industrial Relations Requirements:** Contractor is legally bound to comply with statutory requirements regarding accommodation, Creche, safety, Hygiene, Health and Medical facilities, Government Welfare Schemes, etc. He shall be asked to maintain adequate records in this regard. The Procuring Entity shall proactively monitor that such obligations are discharged.

(xxix) **Environmental, Social, Health, and Safety (ESHS) Concerns**

The Contractor must ensure safety of workmen as well as safety for the general public during construction in and around work-site. He must follow the laws, codes and standards laid down in this regard. The work-men must be trained and provided protective gear, life-saving equipment and appropriate tools for their jobs. Special precautions must be used if hazardous chemicals are used or stored at workplace (lead, silica, asbestos and wood/stone that will be cut and generate dust, construction materials containing zinc, cadmium, beryllium and mercury). Besides protection from noise and environmental pollution, public must also be safeguarded from falling through dug-up area, electrocution, flooding, falling objects, bridge-span dropping/ failures, crane falling/overturning and damage to building from vibrations/ cave-ins from construction activities. Contract manager must ensure that contractor does not adopt any short-cut in this regard. Most large contracts have a well-defined Safety Health & Environment (SHE, also called Environmental, Social, Health and Safety (ESHS, with addition of social factor) in some context guideline embedded in the agreement. Appointment of site safety engineer by the contractor is a mandatory requirement in such cases. Engineer-in-charge shall engage safety experts to carry out frequent SHE audits and mandate correct measures.

a) In Works Contracts attention must be paid to Environmental, Social, Health, and Safety (ESHS) considerations (also termed Safety, Health, and Environmental [SHE] in certain contracts). The Contractor must ensure that he and his Sub contractors comply with legal and regulatory obligations relating to ESHS. It requires professionals with appropriate skills to be part of the Contract’s Team. Such professionals may be required on part-time or full-time basis, depending on the nature of the ESHS risks and impacts and the role they are performing. During Contract implementation, the primary focus is to ensure that the contractual ESHS provisions are continuously adhered to. This will involve the timely preparation and/or review of documentation such as the Contractor's plans and procedures; undertaking of inspection, supervision, and/ or audit; attending of progress meetings; reporting; and resolving issues that may occur.

b) The safety of all activities (including traffic safety) in and around the site and safety of the public and labour should be ensured by the Contractor as per prevalent labour laws/regulations and the conditions of Contract. The workmen must be trained and provided protective gear, life-saving equipment, and appropriate tools for their jobs.

c) Special precautions must be used if hazardous chemicals are used or stored at the workplace (lead, silica, asbestos, and wood/stone that will be cut and generate dust and construction materials containing zinc, cadmium, beryllium, and mercury).

d) Besides protecting the public from noise and environmental pollution, they must be safeguarded from falls in dug-up areas, electrocution, flooding, falling objects, bridge-span dropping/failures, crane falling/overturning, and damage to building from vibrations/caveins from construction activities. The EIC must ensure that the Contractor does not adopt any shortcut in this regard.

(xxx) **Obligations relating to Site, Environmental Laws, and Third Parties**: The Contractor has obligations regarding safety and security of the site used by him. He has to comply with laws relating to environment at the site. He also is liable for any injury/ damage to third party personnel and properties as a result of his activities at the site.

(xxxi) **Safeguards for Handing over Procuring Entity Materials/Equipment to Contractors**: For performance of certain contracts, Procuring Entity may have to loan stores, drawings, documents, equipment, and assets (such as accommodation, identity cards and gate passes, and so on) to the contractor. In certain situations, the contractor may also be supplied electricity, water, cranes, and weighing facilities on payment/hire basis. Whenever stores or prototypes or sub-assemblies are required to be issued to the firm/contractor for guidance in fabrication, these should be issued against an appropriate bank guarantee. In addition to the bank guarantee, appropriate insurance may be asked for if it is considered necessary. For low value items of less than Rs. 1,00,000 (Rupees One Lakh), or for sending spares for repairs to the OEMs, this stipulation of the bank guarantee may be waived and, if feasible, an indemnity bond may be taken. The Contractor shall use such property for the execution of the contract and no other purpose whatsoever. These assets shall remain the property of the Procuring Entity, and the contractor shall take all reasonable care of all such assets. The contractor shall be responsible for all damage or loss from whatever cause caused while such assets are possessed or controlled by the contractor, staff, workers, or agents. As a measure of transparency, the possibility of provision of such resources by Procuring Entity should have been announced in the tender document or at least requested by the contractor in the tender and written in the contract. Before the final payment or release of PBG/SD, a certificate may be taken from the concerned Department that the contractor has returned all documents, drawings, protective gear, material, equipment, facilities, and assets loaned, including all ID cards and gate passes, and so on, in good condition. Further, it should be certified that payment from the contractor has been received for usage of electricity, water, crane, accommodation, weighing facility, and so on.

(xxxii) **Enforcing Contractor's Obligations:**

1. **Changes in Constitution/ Financial Stakes**: The Contractor must proactively keep the Procuring Entity informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract since that may vitiate the legal basis of the Contract. Where the contractor is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:

   a) A new partner shall not be introduced in the firm except with the prior consent in writing of the concerned Director of CIL/ Subsidiary, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking;

2. **Indemnifying Procuring Entity regarding Intellectual Property (IPR):** All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and remain the property of the Procuring Entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The contractor shall indemnify the Procuring Entity against any breach of third party's IPR. The Contractor (and its allied firms) shall maintain confidentiality and secrecy of Procuring Entity's information provided to it (or that it comes across during execution of Contract).

(xxxiii) Based on scope of the work, the bidder shall ensure that all products, services, platforms, infrastructure, and other deliverables under contract must comply with applicable accessibility standards and guidelines as notified under the Rights of Persons with Disabilities Act, 2016, and the Rights of Persons with Disabilities Rules, 2017 as amended, including but not limited to:

a) Harmonised Guidelines and Standards for Universal Accessibility in India, issued by Ministry of Housing and Urban Affairs.

b) b) IS 17802 (Part 1):2021 -Accessibility for ICT Products and Services Part I: Requirements; and IS 17802 (Part 2): 2022 -Accessibility for ICT Products and Services Part 2: Determination of Conformance issued by the Bureau of Indian Standards; and

c) Any other relevant guidelines, notifications, or instructions time to time by Department of Empowerment of Persons with Ministry of Social Justice and Empowerment, Government of India.

(xxxiv) The following certificate regarding Price Variation is required to be submitted by the contractor along with the final bill (only for the contracts where price variation clause is applicable):

"It is certified that there has been no decrease in the price of price variation indices and, in the event of any decrease of such indices during the currency of this contract, we shall promptly notify this to the purchaser and offer the requisite reduction in the contract rate."

14. Defects Liability Period

In addition to the defect/s to be rectified by the contractor as per terms of the contract/ work order, the contractor shall be responsible to make good and remedy at his own expense the defect/s mentioned hereunder within such period as may be stipulated by the Engineer-in-Charge in writing:

a) Any defect/defects in the work detected by the Engineer-in-Charge within a period of 6 (six) months from the date of issue of Defect Liability certificate / completion certificate.

b) In the case of building works or other works of similar nature any defect in the work detected by the Engineer-in-Charge within a period of 6 (six) months from the date of issue of De-

fect Liability certificate/ completion certificate or before the expiry of one full monsoon period i.e. June to September whichever is later in point of time.

14.1 A programme shall be drawn by the contractor and the Engineer-in-Charge for carrying out the defects by the contractor detected within the defect liability period and if the contractor fails to adhere to this programme, the Engineer-in-Charge shall be at liberty to procure proper materials and carry out the rectifications in any manner considered advisable under the circumstances and the cost of such procurement of materials and rectification work shall be chargeable to the contractor and recoverable from any of the pending dues of the contractors.

The defect liability period can be extended by the company on getting request from the contractor only for valid reasons.

There will be no defect liability period for works like Grass Cutting, Jungle Cutting, Surface Dressing & any other work of similar nature to be decided by the Engineer-in-Charge.

15. Operating and Maintenance Manual:

1. The Contractor is responsible to facilitate for obtaining Completion/Occupancy Certificates/Clearances and No-Objection-Certificates (NOCs), if applicable, from the local civic authorities, for completed Work and Facilities before handing over the same to 'Procuring Entity' for putting them to functional use.
2. Before the completed work is taken over by CIL/Subsidiary, it must ensure that the Contractor restores to original status - the auxiliary services/ facilities (Roads, Sewerage, utilities, including removal of garbage and debris) affected during the construction process.
3. The Contractor shall hand over to CIL/Subsidiary the completed Work including all Services and Facilities constructed in accordance with the Approved Plans, Specifications fulfilling all agreed techno-functional requirements along with Inventory, As built - Drawings, Maintenance Manual/ Standard Operating Procedure (SOP) for Equipments and Plants, all clearances /Certificates from Statutory Authorities, Local Bodies etc. as directed by EIC before submission of final bill.

16. Disputes Resolution/Settlement of dispute

1. Normally, there should not be any scope for dispute between the buyer / Company and seller / contractor after entering a mutually agreed valid contract. However, due to various unforeseen reasons, problems may arise during the contract, leading to a dispute between the buyer / Company and the seller / contractor. Therefore, the conditions governing the contract should contain suitable provisions for the settlement of such disputes or differences binding on both parties.
2. All disputes and differences between the parties, as to the construction or operation of the contract, or the respective rights and liabilities of the parties on any matter in question or any other account whatsoever, but excluding the Excepted Matters (detailed below); arising out of or in connection with the contract, within thirty (30) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the Engineer-in charge and the contractor within thirty (30) days from one party notifying the other of such matters, whether before or after the completion or termination of the contracts, shall be referred to as a "Dispute".
3. The aggrieved party shall give a 'Notice of Dispute' indicating the Dispute and claims, citing relevant contractual clauses to the Engineer-in-charge, and requesting to invoke the dispute resolution mechanisms as available in the contract.

Excepted Matters

Matters for which provision has been made in any clause of the contract shall be deemed as 'excepted matters' (matters not disputable), and decisions of the Company, thereon, shall be final and binding on the contractor. The 'excepted matters' shall stand expressly excluded from the purview of the Dispute Resolution Mechanism. However, where the Procuring Entity has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the contract, excepted matters shall include but not limited to:

1. Any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract ("Third Party Claim"), including, but not limited to, a Party's right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.
2. Issues related to the pre-award tender process or conditions.
3. Issues related to ambiguity in contract terms shall not be taken up after a contract has been signed. All such issues should be highlighted before the contractor signs the contract.
4. Issues related to contractual action/ termination of contract etc., by the Company on account of fraud, corruption, debarment of contractors, criminal or wilful negligence of the contractor etc.
5. Issues that are already under investigation by CBI, Vigilance, or any other investigating agency or government.
6. Provisions incorporated in the contract, which are beyond the purview of the Company or are in pursuance of policies of Government, including but not limited to
    a) Provisions of restrictions regarding local content and Purchase Preference to Local suppliers in terms of the Make in India policy of the Government.
    b) Provisions regarding restrictions on Entities from Countries having land-borders with India in terms of the Government's policies in this regard.
    c) Purchase preference policies regarding MSEs and Start-ups

SETTLEMENT OF DISPUTES WITH THE CONTRACTOR

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.

The dispute is to be resolved as per following stages:

In first stage dispute shall be referred as given below:

Scenario	**The dispute shall be referred to:**
For works executed at Area / sub-area / project level where Area GM is not Engineer-in-charge (EIC) and EIC is under the administrative control of Area GM:	Area GM
For works executed at Area / sub-area / project level and Area GM is Engineer-in-charge:	HOD (concerned Subsidiary HQ
For works executed at / through HQ level where HOD(concerned department) is not Engineer-in charge (EIC) and EIC is under the administrative	HOD (concerned department), Subsidiary HQ / CIL, as the case may be.

control of HOD	
For works executed at / through HQ level and HOD(concerned department) is Engineer-in-charge	Serving officer not below the rank of HOD / E8, nominated by concerned Director.

If dispute still persist even after 60 days (extendable by another 30 days with mutual consent) of receipt of representation to Engineer-in-charge, then the Dispute shall be attempted to be resolved, as far as feasible, before recourse to courts, in the sequence as mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein:

a) Adjudication

b) Mediation

NOTE: While processing a case for dispute resolution/ litigation, the Company may take legal advice at appropriate stages.

Adjudication

1. After exhausting efforts to resolve the Dispute in the first stage as mentioned above, the contractor shall give a 'Notice of Adjudication' specifying the matters which are in question or subject of the dispute or difference indicating the relevant contractual clause(s), as also the amount of claim (item-wise) to the concerned Director, Subsidiary / CIL for invoking resolution of the dispute through Adjudication.
2. Concerned Director Subsidiary / CIL can himself be the Adjudicator or can nominate an Adjudicator (a serving officer of Subsidiary / CIL not below the rank of HOD / E8, as the case may be).
3. During his adjudication, the Adjudicator shall give the contractor an adequate opportunity to present his case. Within 60 days (extendable by another 30 days with mutual consent) after receiving the representation, the Adjudicator shall make and notify decisions in writing on all matters referred to him. The parties shall not initiate, during the adjudication proceedings, any conciliation, arbitral (if available in the existing contracts) or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings.

NOTE: If differences still persist, the settlement of the dispute or differences relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprise (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Department), shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 05/003/2019-FTS-10937 dated 14th December 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

For other contracts, if not satisfied by the decision in adjudication, or if the adjudicator fails to notify his decision within the above-mentioned time-frame, the contractor may proceed to invoke the process of Mediation as follows.

Mediation

i) Any party may invoke Mediation by submitting "Notice of Mediation" to the CMD of concerned Subsidiary / CIL. A neutral third party, known as the Mediator, facilitates the mediation process.

ii) The Mediation Act and a Mediation Agreement: The Mediation shall be conducted as per The Mediation Act 2023.

iii) Guidelines for Mediation: Department of Expenditure, Ministry of Finance has issued guideline on Mediation. Government departments/ entities/ agencies are encouraged to adopt mediation under the Mediation Act 2023 and/ or negotiate amicable settlements to resolve disputes. Where necessary, e.g. matters of high value, they may proceed in the manner discussed below:

1. Company, may where they consider appropriate, e.g. in high-value matters (where amount of dispute / claim value is more than the DoP of concerned Director), constitute a High-Level Committee (HLC) (minimum 03 members) for dispute resolution, which may include the following (this composition is purely indicative and not prescriptive):
    i. A retired judge.
    ii. A retired high-ranking officer and/ or technical expert.
2. In cases where a HLC is constituted, the Company may either
    i. negotiate directly with the other party and place a tentative proposed solution before the HLC or
    ii. conduct mediation through a mediator and then place the tentative mediated agreement before the HLC or
    iii. use the HLC itself as the mediator.
3. This will enable decisions taken for resolving disputes in appropriate matters to be scrutinized by a high-ranking body at arms-length from the regular decision-making structure, thereby promoting fair and sound decisions in the public interest, with probity.
4. There may be rare situations in long-duration works contracts where a renegotiation of the terms may best serve public interest due to unforeseen major events. In such circumstances, the terms of the tentative re-negotiated contract may be placed before a suitably constituted High-Level Committee before approval by the competent authority.
5. Deleted
6. Disputes where the methods outlined above are unsuccessful should be adjudicated by the courts.

iv) <u>Appointment of Mediator(s):</u>

1. Mediators can be of any nationality and must be registered with the Mediation Council of India (MCI) or empanelled by a court-annexed mediation centre or empanelled by an Authority constituted under the Legal Services Authorities Act, 1987 or empanelled by a mediation service provider (MSP) recognised by MCI.
2. Within 30 days of receipt of the “Notice of Mediation”, the CMD of subsidiary / CIL after consultation with concerned Legal department shall propose names of three likely mediators from its panel, asking the other party to choose one as Mediator. The mutually accepted mediator shall then be appointed to conduct mediation.
3. If parties do not agree on the mediator, they can approach a mediation service provider ("MSP", recognised by MCI), who shall appoint a mediator based on the suitability and preferences of the parties within 7 days.
4. In contracts having an Integrity Pact, Independent External Monitors (IEMs) can be appointed as mediators, as per the Standard Operating Procedure (SOP) issued by the Central Vigilance Commission (CVC).

5. After a mediator is appointed, they must disclose any conflict of interest. Either party can seek a replacement of the Mediator after such disclosure.

v) **<u>Venue:</u>** Mediation must be conducted within the territorial jurisdiction of the Court, which has jurisdiction to decide the dispute unless both parties agree to do it online or at the HQ of the subsidiary/ CIL where the contract has been executed.

Online Mediation: The Act allows parties to opt for online/ virtual Mediation, which shall be deemed to occur within the jurisdiction of a competent court. The Act also requires online mediation communication mechanisms to ensure confidentiality.

vi) **<u>The Process:</u>**

1. The Mediator independently and impartially encourages open communication and cooperation between disputing parties to reach an amicable settlement, but he does not have the authority to impose a settlement upon the parties to the dispute. The parties shall be informed expressly by the mediator that he only facilitates in arriving at a resolution of the dispute and that he shall not impose any settlement nor give any assurance that the mediation may result in a settlement.
2. Unlike court proceedings, Mediation is informal and flexible and allows for creative problem-solving and exploration of various solutions. The Code of Civil Procedure or the Indian Evidence Act, 1872 shall not be binding on the mediator.
3. Confidentiality: Subject to the other provisions of the Mediation Act 2023, the mediator, mediation service provider, the parties and participants in the mediation shall keep confidential all the following matters relating to the mediation proceedings, namely:—
    i. acknowledgements, opinions, suggestions, promises, proposals, apologies and admissions made during the mediation;
    ii. acceptance of, or willingness to, accept proposals made or exchanged in the mediation;
    iii. documents prepared solely for the conduct of mediation or in relation thereto;
    iv. any other mediation communication.
    v. No audio or video recording of the mediation proceedings shall be made or maintained by the parties or the participants, including the mediator and mediation service provider, whether conducted in person or online, to ensure the confidentiality of the mediation proceedings.
4. The mediator initially meets the parties separately and communicates the view of each party to the other to the extent agreed upon by them. He assists them in identifying issues, advancing better understanding, clarifying priorities, and exploring areas of the parties' responsibility, identifying common interests, and encouraging compromise. He then meets them jointly to encourage a mutually acceptable resolution. At any stage of the mediation proceedings, at the parties' request, the mediator may suggest a dispute settlement in writing.

vii) **Termination of Mediation:** The process must be completed within 120 days, though parties can extend it by another 60 days through mutual consent. If Mediation is not completed within this timeline (120+60 days), the Mediator shall prepare a non settlement report without disclosing the cause of non-settlement or any other matter or thing referring to their conduct during mediation for the parties or the MSP. Mediation shall also stand terminated on a declaration of the mediator, after consultation with the parties or otherwise, that further efforts at mediation are no longer justified or on communication by party(ies) in writing, addressed to the mediator and the other parties that they wish to opt out of mediation.

viii) Mediated Settlement Agreement (MSA):

As per Section 49 of Mediation Act, Notwithstanding anything contained in this Act, no dispute including a commercial dispute, wherein the Central Government or State Government or any of its agencies, public bodies, corporations and local bodies including entities controlled or owned by them is a party, the settlement agreement arrived at shall be signed only after obtaining the prior written consent of the competent authority of such Government or any of its entity or agencies, public bodies, corporations and local bodies, as the case may be.

If the parties resolve the dispute and execute a mediated settlement agreement ("MSA"), then the Mediation is successful. An MSA is a written agreement settling some or all disputes and may extend beyond the disputes referred to mediation. It must be valid under the Indian Contract Act, signed by both parties and duly authenticated by the Mediator for the parties or the MSP. The Act provides options for MSA registration. During the pendency of proceedings, parties can also execute other agreements, settling some of the subject- matter disputes.

1. **Challenge to MSA:** MSA can be challenged within 90 days on limited grounds of (a) fraud, (b) corruption, (c) impersonation, and (d) subject matter being unfit for Mediation.
2. **Execution of MSA:** If there is no challenge or a challenge is unsuccessful, the Act ensures that the MSA is binding and enforceable, akin to a judgment or decree. This means that if one party fails to comply with the MSA, the non-defaulting party has a right to enforce it through the Court.
3. **Costs:** The parties shall equally bear all costs of mediation, including the fees of the mediator and the charges of the mediation service provider.
4. **No claim of Interest during Mediation proceedings:** Parties shall not claim any interest on claims/counter-claims from the date of notice invoking Mediation till the execution of the settlement agreement if so arrived. If parties cannot resolve the dispute, either party shall claim no interest from the date of notice invoking Mediation until the date of Termination of Mediation Proceedings.

   The parties shall not initiate, during the mediation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the mediation proceedings.

17. **E-way Bill:** The e-way bill required in connection with supply of goods or services, if any, shall be arranged by the supplier/vendor. However, the e-way bill will be arranged by CIL/Subsidiary if the supplier/vendor is unregistered one or if provisions of the relevant Act and the rules made there under specifically states that the e-way bill is required to be issued by recipient of goods.

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

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

20. **Guidelines on Debarment of firms from Bidding**

CIL and its Subsidiary Companies shall follow the following guidelines for effecting 'Debarment of firms from Bidding' with a bidder/ contracting entity in respect of Works and Services Contracts.

(i) Observance of Principle of Natural Justice before debarment of firm from Bidding. The bidder/contractor shall not be debarred unless such bidder/contractor has been given a reasonable opportunity in the form of Show Cause Notice (SCN) for a minimum period of 15 days to represent against such debarment (including personal hearing, if requested by the bidder/contractor).

(ii) The terms 'banning of firm', 'Suspension', 'Blacklisting' etc. convey the same meaning as of 'Debarment'.

(iii) The order of debarment shall indicate the reasons(s) in brief that lead to debarment of the firm.

(iv) The bidder/ contracting entity along with its allied firm, if applicable shall be debarred from bidding in the following circumstances: -

a. Withdrawal of Bid as per relevant provisions of tender document.

b. If the successful Bidder fails to submit PSD/ APSD, if any and/or fails to execute the contract agreement within stipulated period.

c. If the successful Bidder fails to start the work on scheduled time.

d. In case of failure to execute the work as per mutually agreed work schedule.

e. Continued and repeated failure to meet contractual Obligations:

i. In case of partial failure on performance, agency shall be debarred from future participation in tenders keeping his present contract alive.

ii. On termination of contract.

f. Willful suppression of facts or furnishing of wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means.

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

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

i. Contractor fails to use Mobilisation advance (if any) given to him for the purpose it was intended.

j. Contractor fails to renew the securities deposited to the department.

k. The contractor fails to rectify any lapse(s) in quality of the work done within defect liability period.

l. Transgression of any clause(s) relating to Contractor's obligation defined in the Integrity Pact wherever such Pact exists.

m. Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.

n. If it is determined that the bidder has breached the Code of Integrity for Public Procurement (CIPP) as provided in the tender document.

o. False declarations (say, category of the supplier changes from Class-I to Class-II/ Non local or from Class-II to Non-local) w.r.t Make in India Order.

p. In case of supply of sub-standard materials, sub-standard quality of work, non-execution of work, non-supply of materials, failure to abide by bid securing declaration (if any) etc.

q. In case of price cartel, matter shall be reported to the Competition Commission and requesting, inter-alia, to take suitable strong actions against such firms.

r. Violation of One Bid per Bidder.

(v) Such 'Debarment, if any when effected, shall be with prospective effect only. The effect of 'Debarment' shall be for future tenders from the date of issue of such Order. No contract of any kind whatsoever shall be placed to debarred firm including its allied firms, after the issue of a debarment order by DoE/MoC/CIL/Subsidiary (as applicable) if such debarment has been done before the last date of bid submission. Even in the case of risk purchase, no contract should be placed on such debarred firms.

In case, any debarred firms have submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security/ EMD submitted by such debarred firms shall be returned to them.

The contracts concluded i.e. issue of LOA/issue of work order, before the issue of the debarment order shall not be affected by the debarment orders.

(vi) In case CIL is of the view that a particular firm should be banned across all the Ministries/ Departments by debarring the firm from taking part in any bidding procedure floated by the Central Government Ministries/ Departments, CIL may refer the case to MoC with the approval of Chairman, CIL for referring the case DoE with a self-contained note setting out all the facts of the case and the justification for the proposed debarment, along with all the relevant papers and documents.

This shall be done only in those case where debarment has been done across CIL and its Subsidiaries.

(vii) The debarment shall be for a minimum period of one year and shall be effective for the concerned Subsidiary for the tenders invited at Subsidiary level. Similarly, in case of tenders of CIL HQ, debarment shall be for CIL HQ. However, if such 'debarment' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required. The period of debarment shall not exceed 02(Two) years. In case of clause (f) and (o) above, period of debarment shall be 02(Two) years.

(viii) Once a contracting entity is debarred, it shall be extended to the constituents including allied firms, of that entity, i.e. partners (jointly and severally) in case of Joint Venture, all the partners (jointly and severally) in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm. The names of partners should be clearly specified in the Debarment Order. If such debarred owner/Proprietor/ Partner make/form different Firms/entity and attempts to participate in tenders, the same shall not be entertained during the currency of such debarment. In case the contracting entity being debarred is a Company then only the Company shall be debarred.

Note: "Company" means a company incorporated under Company's Act 2013 or under any previous company law.

(ix) The above 'Debarment' shall be in addition to other penal provisions of NIT/Contract document.

(x) Debarment in any manner does not impact any other contractual or other legal rights of CIL and/or its Subsidiaries.

(xi) In case of shortage of firms (less than three eligible firms) in a particular group, such debarments may also hurt the interest of CIL and/or its Subsidiaries. In such cases, endeavour should be to pragmatically analyse the circumstances, try to reforms the firm and may get a written commitment from the firm that its performance will improve.

(xii) Approving Authority: The 'Debarment' of a contracting entity shall be done with the approval of the Competent Authority as per the details below:

a) In case the Accepting Authority of the work is Board or CFDs or CMD of CIL/Subsidiary Company, then the Competent Authority for debarment shall be CMD of CIL/Subsidiary Company.

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

(xiii) An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that period and it shall not be necessary to issue a specific formal order of revocation.

A debarment order may be revoked before the expiry of the Order, by the competent authority, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.

(xiv) Appellate Authority for debarment orders shall be CMD of CIL/ Subsidiary Company. In case the debarment is done with the approval of CMD of the Subsidiary Company, then Chairman, CIL shall be Appellate Authority. The appellate authority in case debarment is done with approval of Chairman CIL, shall be CFD of CIL.

(xv) Any change on the above may be done with approval of FDs of CIL.

(xvi) All the orders of debarment or orders passed in appeal shall be marked to GM(CMC) / Civil/ concerned HODs of CIL/Subsidiary Company/ Application Admin of e-procurement portal of CIL/Nodal officers of Subsidiaries. Application Admin of e-procurement portal of CIL/Nodal officers of Subsidiaries shall maintain the master data of such banned firms which shall be made available in the public domain (i.e. on the website of CIL/Subsidiaries/ e-Procurement portal of CIL).

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SECTION-IV

ADDITIONAL TERMS AND CONDITIONS

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

1. Mobilization Advance

i) No mobilization advance is payable for works whose estimated value is less than Rs. 100 (hundred) Cr. Mobilization advance shall be provided in certain specialized and capital intensive works as decided by CIL/subsidiary.

ii) In the case of turnkey work whose estimated value is Rs 100 (hundred) Cr and above a maximum of 10 % of the total contract value of work will be paid as mobilization advance subject to submission of Bank Guarantee equal to 110% of the advance amount. The mobilization advance shall be paid in two installments.

iii) In case of other civil works valued Rs 100 (hundred) Cr and above mobilization advance will be paid upto 5% of the contract value subject to submission of Bank Guarantee equal to 110% of the advance amount. The mobilization advance shall be paid in two installments.

iv) Interest on mobilisation advance will be charged at the rate of CIL's borrowing rate under cash credit arrangement as on date of disbursement and to be compounded quarterly.

v) The mobilization advance shall be recovered from the bills of the contractor from the 2nd running account bill onwards @ 20% of the advance amount paid. However, the full amount of mobilization advance with interest will be recovered maximum within scheduled date of completion as per agreement.

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

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

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

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

x) Mobilisation expenditure mentioned herein shall not include the margin money and bank commission, and so on, paid by the contractor for procurement of BGs against performance security and mobilisation advance.

2. Application of Price Variation Clause

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

a) The amount of the contract shall accordingly be varied subject to the condition that such compensation for escalation/ de-escalation in price shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of the contract without any penal action as detailed in clause no. 2.6. The Price Variation Clause shall not be applicable for works for which stipulated period of completion is **eighteen months or less**.

Note: In cases where a work is awarded with a stipulated completion period of eighteen months or less, and for any reason the actual completion period extends beyond eighteen months, the Price Variation Clause shall not be applicable.

b) The base date for working out such escalation/de-escalation shall be the last date on which the bids (inclusive of price part) or revised price bids (inclusive of revised offer) were stipulated to be received.

c) The compensation for escalation or recoveries to be made shall be worked out at quarterly intervals and shall be with respect to the cost of work done during the previous three months. The first such payment will be made at the end of three months after the month (excluding) in which the tender was accepted and thereafter at three months' interval.

d) Job specific modification in the formulae of price variation given in the following para(s) can be done with the approval of the CMD of the company.

e) **CEILING ON PRICE VARIATION DUE TO ESCALATION**: - There shall be a ceiling on price variation due to escalation covered under clauses mentioned hereinbefore on the contract, limited to 20% of the contract value.

2.1 Escalation / De-escalation for Labour: The amount paid to the contractor for the work done shall be adjusted for increase or decrease in the cost of labour and the cost shall be calculated quarterly in accordance with the following formula:

$$VL = W \times \frac{A}{100} \times \frac{L - L0}{Lo}$$

Where:

VL	=	Variation in labour cost i.e., increase or decrease in the amount in rupees to be paid or recovered.
W	=	Value of work done during the period under reckoning to which the escalation/de-escalation relates as indicated in clause-2.4 of the Additional Terms & Conditions of the contract.
A	=	Component of labour expressed as percentage of the total value of the work adopted from the Table-1.
L	=	Revised minimum wages of unskilled worker corresponding to Lo during the period to which the escalation/de-escalation relates.
Lo	=	Minimum wages for unskilled workers payable as per the Minimum Wages Act / Rules of the State or Central Govt., whichever is more, applicable to the place of work as on the last date stipulated for receipt of the bids (inclusive of price part) or revised price bids whichever is later.

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

$$Vm = W \times \frac{B}{100} \times \frac{M - M0}{Mo}$$

Where:

Vm	=	Variation in the material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.
W	=	Cost of work done during the period under reckoning to which the escalation / de-escalation relates as indicated in clause-2.4 of the Additional Terms & Conditions of the contract.
B	=	Component of material expressed as percentage of the total value of the work adopted from the Table -1.
Mo	=	Average All India Wholesale Price Index for all commodities for the period to which escalation/de-escalation relates as published by the RBI Bulletin, Ministry of Industry & Commerce, Govt. of India.
Mo	=	All India Wholesale Price Index for all commodities as published by the RBI Bulletin, Ministry of Industry & Commerce, Govt. of India, relating to the last date on which the bids (inclusive of price part) or revised price bids whichever is later were stipulated to be received.

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

$$Vf = W \times \frac{C}{100} \times \frac{F - F0}{Fo}$$

Where:

Vf	=	Variation in the cost of fuel, oil and lubricants increase or decrease in the rupees to be paid or recovered.
W	=	Value of work done during the period under reckoning to which the escalation/ de-escalation relates as indicated in clause 2.4 of the Additional terms & Conditions of the contract.
C	=	Component of POL expressed as percentage of the total cost of the work taken from Table -1.
F	=	Average Index Number for wholesale price for the group of `Fuel, Power, Light & Lubricants' as published by the Economic Adviser, Ministry of Industry, Govt. of India for the period to which the escalation/de-escalation relates.

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

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

2.5 In the event the price of materials and/ or wages of labour required for execution of the work decreases, there shall be downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formulae herein before stated under this clause shall mutatis/mutandis apply. No such adjustment for the increase / decrease in material price and/ or wages of labour before mentioned would be made in case of contracts in which the stipulated period of completion of the work is eighteen months or less.

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

The Price Variation Clause as stated above will be applied for extended time frame of a contract by following the principle stated as under:

i) Normally, if and when it is understood that a contract is not going to be completed within the scheduled time period, the contract is kept operative by extending the time of completion provisionally. During this provisional extended period the operation of the Price Variation Clause will remain suspended.

ii) If and when it is decided at the end of the successful completion of the work that the delay was due to causes not attributable to the contractor, then the Price Variation Clause will be revived and applied as if the scheduled date of completion has been shifted to the approved extended date.

iii) If it is decided at the end of successful completion of the work that the delay was due to the fault of the contractor then the Price Variation Clause will not be revived for the purpose of escalation but shall be revived and applied for the purpose of de-escalation and no further payment will be made to the contractor on account of any escalation during this period but recovery shall be made for de-escalation, if any. Additionally, the Clause related to Compensation for delay will be applied.

iv) If it is decided at the end of successful completion of work, the delay was partly due to the fault of the contractor and partly due to the fault of the employer and thereby Liquidated Damages (LD)/compensation due to delay is imposed then price variation clause for the purpose of escalation shall not be revived for this extended period, but shall be revived and applied for the purpose of de-escalation.

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

Table – 1

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

Sl. No.	Particulars	A% (Labour Compo-nent)	B% (Mate-rial Com-ponent)	C% (POL Compo-nent)	Remarks
1	For building works	25	75	Nil	
2	For Road works	15	80	05	
3	For external sewerage, External water supply, and external electrification	10	90	Nil	
4	For external water supply, external sanitary and external electrification (through labour rate contract)	75	25	Nil	
5	For steel structural works	15	85	Nil	
6	For steel structural works with Deptt. free supply of rolled steel sections (through labour rate contract)	75	25	Nil	
7	For Coal Handling Plant Civil Works	25	75	Nil	
8	For under-ground civil works such as Incline Drivage, Shaft Sinking etc.	35	65	Nil.	
9	For only labour oriented works of maintenance nature.	100	Nil	Nil	

NOTE:

1) Price variation clause is not applicable for this work.

SECTION-V

SAFETY CODE

The Contractor must ensure safety of workmen as well as safety for the general public during construction in and around work-site. The contractor must follow the laws, codes and standards laid down in this regard. The work-men must be trained and provided protective gear, life-saving equipment and appropriate tools for their jobs. Special precautions must be used if hazardous chemicals are used or stored at workplace (lead, silica, asbestos and wood/stone that will be cut and generate dust, construction materials containing zinc, cadmium, beryllium and mercury). Besides protection from noise and environmental pollution, public must also be safeguarded from falling through dug-up area, electrocution, flooding, falling objects, bridge-span dropping/ failures, crane falling/ overturning and damage to building from vibrations/ cave-ins from construction activities. Engineer must ensure that contractor does not adopt any short-cut in this regard. Appointment of site safety engineer by the contractor is a mandatory requirement (in case estimated cost is Rs 100 Cr or more). In tenders with estimated cost is less than Rs 100 Cr, site in-charge of the contractor will also act as safety engineer. In case estimated cost of Rs 100 Cr or more, the engineer shall engage safety experts to carry out frequent safety audits and mandate correct measures.

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable foot-holds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper that ¼ to 1 (¼ horizontal and 1 vertical).

2. Scaffolding of staging more than 3.6 m (12ft). above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm (3ft) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft) above ground level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.

4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3ft).

5. Safety means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m (30ft) in length while the width between side rails in rung ladder shall in no case be less than 20 cm (11 ½") for ladder upto and including 3 m (10ft) in length. For longer ladders, this

width should be increased at least ¼" for additional 30 cm (1ft.) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.

6. Excavation and Trenching : All trenches 1.2 m (4ft) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof. Ladder shall extend from bottom of the trench to at least 90 cm (3ft) above the surface of the ground. The side of the trenches which are 1.5 m (5ft) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m (5ft) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.

7. Demolition: before any demolition work is commenced and also during the progress of the work,

   i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.

   ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.

   iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned: - The following safety equipment shall invariably be provided.

   i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.

   ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.

   iii) Those engaged in welding works shall be provided with welder's protective eye-shields.

iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warming signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measures are adhered to:-

a) Entry for workers into the line shall not be allowed except under supervision of the Engineering Assistant or any other higher officer.

b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.

c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.

d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.

e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.

f) The area should be barricaded or condoned of by suitable means to avoid mishaps of any kind. Proper warming signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.

g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.

h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.

i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.

j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.

k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 me-

ters away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.

l) The workers engaged for cleaning the manholes / sewers should be properly trained before allowing to work in the manhole.

m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.

n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.

o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.

p) The extents to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.

vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken: -

a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.

b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.

c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.

d) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.

e) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

f) Overall shall be worn by working painters during the whole of working period.

g) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.

9. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for

prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.

10. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions: -

    i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.

    (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

    ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.

    iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

    iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.

11. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

12. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

13. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
14. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.
15. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

SECTION-VI

TECHNICAL SPECIFICATIONS

Technical Specifications to be followed

Civil Engineering Works

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

However, the specification of CPWD conforming to the adopted DSR/SOR of CIL/Subsidiary shall be adopted.

Electrical Engineering Works

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

Part No.	Description	Year Of Issue
I	Internal	2023
III	Lifts And Escalators	2003
V	Wet Riser And Sprinklers System	2020
VI	Heating, Ventilation And Air Conditioning Works	2024

However, the specification of CPWD conforming to the adopted DSR/SOR of CIL/Subsidiary shall be adopted.

Roads and Bridges

Standard specifications issued by ministry of surface transport may be followed. Presently MORTH Specifications on roads and bridges 2013 is available. These specifications cover exhaustively various roads and bridge works.

However, the specification of MORTH conforming to the adopted DSR/SOR of CIL/Subsidiary may be adopted.

SECTION-VII

GUIDELINES FOR CONSTRUCTION AND MAINTENANCE OF CONCRETE ROAD AND BITUMINOUS ROADS

Guidelines to be followed for construction and maintenance of Concrete Road and Bituminous Roads with a comprehensive annual maintenance for five (5) years (Applicable for value Rs. 2.00 crore and above)

1. The IRC Codes to be the followed for Design, Construction & Maintenance of Rigid and flexible pavements are as follows:-

S.N.	TYPE OF ROADS	GUIDELINES TO BE FOLLOWED.
i.	Rigid Pavements.	➢ IRC: 58.2015 Guidelines for the Design of Plain Jointed Rigid Pavements for Highways (Fourth Revision). ➢ IRC: 15-2017 Code of Practice for Construction of Jointed Plain Concrete Pavements (Fifth Revision). ➢ IRC: 118-2015 Guidelines for Design and Construction of Continuously Concrete Pavement (For very High Traffic of commercial vehicles). ➢ IRC:SP: 83-2018 Guidelines for Maintenance, Repairs & Rehabilitation of Cement Concrete Pavements (First Revision).
ii.	Flexible Pavements.	➢ IRC: 37-2018 Guidelines for the Design of flexible Pavements" (Fourth Revision). ➢ IRC: 82-2015 Code of Practice for Maintenance of Bituminous Road Surfaces (First Revision).

2. For construction of Coal transportation, the following guidelines regarding use of materials in Sub-Base course and as Binder & screenings in Base Course, are to be implemented:-

i. The specifications of MORT&H's fifth revision-2013" Specifications for Road and Bridge works" should be followed strictly for all Coal transportation roads and other roads.

ii. The Sub-Base course of the roads shall consist of Granular Sub-Base with Gradings as mentioned in Table No.400-1 of MORT&H's fifth revision "Specification for Road and Bridge works". The materials to be used in the granular sub-Base shall conform to physical requirements given in table 400-2 of MORT&H "Specification for Road and Bridge works" e.g. Liquid limit of maximum 25, Plasticity Index of maximum 6 and EBR at 98% dry density of minimum 30. For granular Sub-base the clause No. 401 of MORT&H's fifth revisio9n "Specifications for road and Bridge works" shall be applicable (attached as **Annexure A, below**).

The material designated as "moorum" comes with a wide variety of properties and at times contains high content high content of plastic fines which reduces the intergranular friction (interlocking) significantly, when the material is wet. Secondly it does not have required CBR value. Hence, it is recommended that no moorum be used in the sub-base course from now onwards. It is also recommended that GSB made of crushed stone should be used.

iii. The WBM as Base Course in roads shall be in compliance with Clause No. 404 (attached as **Annexure –B, below**) of the MORTH's fifth revision "Specifications for Road and Bridge works".

iv. The use of Moorum as Screenings & Binder in the Base course of WBM is to be dispensed with in future considering wide range of plastic material content different sources of moorum nay have. Hence, Crusher stone dust shall be used instead of moorum as binder & screenings ma-

terial in WBM. The screenings material should comply with the provisions given in para 404.2.6 of MORT&H's fifth revision "Specifications for Road and Bridge works", provided liquid limit and plasticity index of such material are below 20 & 6 respectively and fraction passing 75 micron sieve does not exceed 10%. For Binding material provisions given in para 404.2.7 of MORT&H's fifth revision "Specifications for Road and Bridge works" should be complied.

v. The contract period shall be construction period of the work. Defect liability period (DLP) of road shall be 5 (five) years after successful completion of construction work. During DLP, maintenance shall be done by the contractor without any cost implications to WCL.

Annexure-A

401 GRANULAR SUB-BASE

401.1 Scope

This work shall consist of laying and compacting well-graded material on prepared subgrade in accordance with the requirements of these Specifications. The material shall be laid in one or more layers as sub-base or lower sub-base and upper sub-base (termed as sub- base hereinafter) as necessary according to lines, grades and cross-sections shown on the drawings or as directed by the Engineer.

401.2 Materials

401.2.1 The material to be used for the work shall be natural sand, crushed gravel, crushed stone, crushed slag, or combination thereof depending upon the grading required. Use of materials like brick metal, Kankar and crushed concrete shall be permitted in the lower sub-base. The material shall be free from organic or other deleterious constituents and shall conform to the gradings given in Table 400-1 and physical requirements given in Table 400-2. Gradings III and IV shall preferably be used in lower sub-base. Gradings V and VI shall be used as a sub-base-cum-drainage layer. The grading to be adopted for a project shall be as specified in the Contract. Where the sub-base is laid in two layers as upper sub-base and lower sub-base, the thickness of each layer shall not be less than 150 mm.

401.2.2 If the water absorption of the aggregates determined as per IS:2386 (Part 3) is greater than 2 percent, the aggregates shall be tested for Wet Aggregate impact Value (AIV) (IS:564Q). Soft aggregates like Kankar, brick ballast and laterite shall also be tested for Wet AIV (IS:5640).

Table 400-1 : Grading for Granular Sub-base Materials

IS Sieve Designation	Percent by Weight Passing the IS Sieve					
	Grading I	Grading II	Grading III	Grading IV	Grading V	Grading VI
75.0 mm	100	-	-	-	100	-
53.0 mm	80-100	100	100	100	80-100	100
26.5 mm	55-90	70-100	55-75	50-80	55-90	75-100
9.50 mm	35-65	50-80	-	-	35-65	55-75
4.75 mm	25-55	40-65	10-30	15-35	25-50	30-55
2.36 mm	20-40	30-50	-	-	10-20	10-25

0.85 mm	-	-	-	-	2-10	-
0.425 mm	10-15	10-15	-	-	0-5	0-8
0.075 mm	<5	<5	<5	<5	-	0-3

Table 400-2 : Physical Requirements for Materials for Granular Sub-base

Aggregate Impact Value (AIV)	IS:2386 (Part 4) or IS:5640	40 maximum
Liquid Limit	1S:2720 (Part 5)	Maximum 25
Plasticity Index	1S:2720 (Part 5)	Maximum 6
CBR at 98% dry density (at IS:2720-Part 8)	1S:2720 (Part 5)	Minimum 30 unless otherwise specified in the Contract

401.3 Construction Operations

401.3.1 Preparation of Sub-grade

Immediately prior to the laying of sub-base, the subgrade already finished to Clause 301 or 305 as applicable shall be prepared by removing all vegetation and other extraneous matter, lightly sprinkled with water, if necessary and rolled with two passes of 80-100 kN smooth wheeled roller.

401.3.2 Spreading and Compacting

The sub-base material of the grading specified in the Contract and water shall be mixed mechanically by a suitable mixer equipped with provision for controlled addition of water and mechanical mixing. So as to ensure homogenous and uniform mix. The required water content shall be determined in accordance with IS:2720 (Part 8). The mix shall be spread on the prepared subgrade with the help of a motor grader of adequate capacity, its blade having hydraulic controls suitable for initial adjustment and for maintaining the required slope and grade during the operation, or other means as approved by the Engineer.

Moisture content of the mix shall be checked in accordance with IS:2720 (Part 2) and suitably adjusted so that, at the time of compaction, it is from 1 to 2 percent below the optimum moisture content.

Immediately after spreading the mix, rolling shall be done by an approved roller. If the thickness of the compacted layer does not exceed 100 mm, a smooth wheeled roller of 80 to 100 kN weight may be used. For a compacted single layer upto 200 mm the compaction shall be done with the help of a vibratory roller of minimum 80 to 100 kN static weight capable of achieving the required compaction. Rolling shall commence at the lower edge and proceed towards the upper edge longitudinally for portions having unidirectional crossfall or on super- elevation. For carriageway having crossfall on both sides, rolling shall commence at the edges and progress towards the crown.

Each pass of the roller shall uniformly overlap not less than one-third of the track made in the preceding pass. During rolling, the grade and crossfall (camber) shall be checked and any high spots or depressions which become apparent, corrected by removing or adding fresh material. The speed of the roller shall not exceed 5 km per hour.

Rolling shall be continued till the density achieved is at least 98 percent of the maximum dry density for the material determined as per IS:2720 (Part 8). The surface of any layer of materi-

al on completion of compaction shall be well closed, free from movement under compaction equipment and from compaction planes, ridges, cracks or loose material. All loose, segregated or otherwise defective areas shall be made good to the full thickness of layer and re-compacted.

401 .4 Surface Finish and Quality Control of Work

The surface finish of construction shall conform to the requirements of Clause 902. Control on the quality of materials and works shall be exercised by the Engineer in accordance with Section 900.

401 .5 Arrangements for Traffic

During the period of construction, arrangements for the traffic shall be provided and maintained in accordance with Clause 112.

401.6 Measurements for Payment

Granular sub-base shall be measured as finished work in position in cubic metres.

The protection of edges of granular sub-base extended over the full formation as shown in the drawing shall be considered incidental to the work of providing granular sub-base and as such no extra payment shall be made for the same.

401.7 Rate

The Contract unit rate for granular sub-base shall be payment in full for carrying out the required operations including full compensation for:

i) making arrangements for traffic to Clause 112 except for initial treatment to verges, shoulders and construction of diversions;

ii) supplying ail materials to be incorporated in the work including all royalties, fees, rents where applicable with all leads and lifts;

iii) ail labour, tools, equipment and incidentals to complete the work to the Specifications;

iv) carrying out the work in part widths of road where directed; and

v) carrying out the required tests for quality control.

Required operations including full compensation for all components listed in Clause 401.7 (i) to (v).

Annexure-B

WATER BOUND MACADAM SUB-BASE/BASE

404.1 Scope

This work shall consist of clean crushed aggregates mechanically interlocked by rolling and bonding together with screening, binding material where necessary and water laid on a properly prepared sub-grade/sub-base/base or existing pavement, as the case may be and finished in accordance with the

requirements of these Specifications and in close conformity with the lines, grades, cross-sections and thickness as per approved plans or as directed by the Engineer.

404.2 Materials

404.2.1 Coarse Aggregates

Coarse aggregates shall be either crushed or broken stone, crushed slag, overburnt (Jhama) brick aggregates or any other naturally occurring aggregates such as kankar and laterite of suitable quality. Materials other than crushed or broken stone and crushed slag shall be used in sub-base courses only. If crushed gravel /shingle is used, not less than 90 percent by weight of the gravel/shingle pieces retained on 4.75 mm sieve shall have at least two fractured faces. The aggregates shall conform to the physical requirements set forth in Table 400-8. The type and size range of the aggregate shall be specified in the Contract or shall be as specified by the Engineer. If the water absorption value of the coarse aggregate is greater than 2 percent, the soundness test shall be carried out on the material delivered to site as per IS:2386 (Part 5).

Table 400-8 : Physical Requirements of Coarse Aggregates for Water Bound Macadam for Sub-base/Base Courses

S.No.	Test	Test Method	Requirements
1)***	Los Angeles Abrasion value or Aggregate impact value	IS: 2386(Part 4) IS: 2386 (Part-4) or IS:5640*	40 percent (Max) 30 percent (Max)
2)	Combined Fiakiness and Elongation Indices (Total) **	IS:2386 (Part-1)	35 percent (Max)

* Aggregates which get softened in presence of water shall be tested for Impact value under wet conditions in accordance with !S:5640.

** The requirement of flakiness index and elongation index shall be enforced only in the case of crushed broken stone and crushed slag.

*** In case water bound macadam is used for sub-base, the requirements in respect of Los Angeles Value and Aggregate Impact Value shall be relaxed to 50 percent and 40 percent maximum respectively.

404.2.2 Crushed or Broken Stone

The crushed or broken stone shall be hard, durable and free from excess flat, elongated, soft and disintegrated particles, dirt and other deleterious material.

404.2.3 Crushed Slag

Crushed slag shall be made from air-cooled blast furnace slag, it shall be of angular shape, reasonably uniform in quality and density and generally free from thin, elongated and soft pieces, dirt or other deleterious materials. The weight of crushed slag shall not be less than 11.2 kN per m 3 and the percentage of glossy material shall not be more than 20. It should also comply with the following requirements:

i) Chemical stability : To comply with requirements of appendix
of BS-.1047
ii) Sulphur content : Maximum 2 percent
iii) Water absorption : Maximum 10 percent

404.2.4 Overburnt (Jhama) Brick Aggregates

Jhama brick aggregates shall be made from overburnt bricks or brick bats and be free from dust and other objectionable and deleterious materials. This shall be used only for road stretch when traffic is low.

404.2.5 Grading Requirement of Coarse Aggregates

The coarse aggregates shall conform to one of the Gradings given in Table 400-9 as specified.

404.2.6 Screenings

Screenings to fill voids in the coarse aggregate shall generally consist of the same material as the coarse aggregate. However, where permitted, predominantly non-plastic material such as moorum or gravel (other than rounded river borne material) may be used for this purpose provided liquid limit and plasticity index of such material are below 20 and 6 respectively and fraction passing 75 micron sieve does not exceed 10 percent.

Table 400-9 : Grading Requirements of Coarse Aggregates

Grading No.	Size Range	IS Sieve Designation	Percent by weight Passing
1)	63 mm to 45 mm	75 mm	100
		63 mm	90-100
		53 mm	25-75
		45 mm	0-15
		22.4 mm	0-5
2)	53 mm to 22.4 mm	63 mm	100
		53 mm	95-100
		45 mm	65-90
		22.4 mm	0-10
		11.2 mm	0-5

Note; The compacted thickness for a layer shall be 75 mm.

Screenings shall conform to the grading set forth in Table 400-10. The quantity of screenings required for various grades of stone aggregates are given in Table 400-11. The Table also gives the quantities of materials (loose) required for 10 m 2 for sub-base/base compacted thickness of 75 mm.
The use of screenings shall be omitted in the case of soft aggregates such as brick metal, kankar, laterites, etc. as they are likely to get crushed to a certain extent under rollers.

404.2.7 Binding Material

Binding material to be used for water bound macadam as a filler material meant for preventing ravelling shall comprise of a suitable material approved by the Engineer having a Plasticity Index (PI) value of less than 6 as determined in accordance with IS:2720 (Part-5).

The quantity of binding material where it is to be used, will depend on the type of screenings. Generally, the quantity required for 75 mm compacted thickness of water bound macadam will be 0.06-0.09 m 3 per 10 m 2 .

Table 400-10 : Grading For Screenings

Grading Classification	Size of Screening	IS Sieve Designation	Percent by weight Passing the sieve
A	13.2 mm	13.2 mm	100
		11.2 mm	95-100
		5.6 mm	15-35
		180 micron	0-10
B	11.2 mm	11.2 mm	100
		9.5 mm	80-100
		5.6 mm	50-70
		180 micron	5-25

Table 400-11 : Approximate Quantities of Coarse Aggregates and Screenings Required for 75 mm Compacted Thickness of Water Bound Macadam (WBM) Sub-Base/Base Course for 10 m 2 Area

Classification	Size Range	Compacted Thickness	Loose Qty.	Screenings			
				Stone Screening		Crushable type such as Moorum or Gravel	
				Grading Classification & Size	For WBM/Sub-base/Base Course (Loose Quantity)	Grading Classification & Size	Loose Qty
Grading 1	63 mm to 45 mm	75 mm	0.91 to 1.07 m3	Type A 13.2 mm	0.12 to 0.15 m3	Not uniform	0.22 to 0.24 m3
-do-	-do-	-do-	-do-	Type B 11.2 mm	0.20 to 0.22 m3	-do-	-do-
Grading 2	53 mm to 22.4 mm	75 mm	-do-	-do-	0.18 to 0.21 m3	-do-	-do-

The above mentioned quantities should be taken as a guide only, for estimation of quantities for construction etc.

Application of binding materials may not be necessary when the screenings used are of crushable type such as moorum or gravel.

404.3 Construction Operations

404.3.1 Preparation of Base

The surface of the sub-grade/sub-base/base to receive the water bound macadam course shall be prepared to the specified grade and camber and cleaned of dust, dirt and other extraneous material. Any ruts or soft yielding places shall be corrected in an approved manner and rolled until firm surface is obtained.

Where the WBM is to be laid on an existing metalled road, damaged area including depressions and potholes shall be repaired and made good with the suitable material. The existing surface shall be scarified and re-shaped to the required grade and camber before spreading the coarse aggregate for WBM.

As far as possible, laying water bound macadam course over existing bituminous layer may be avoided since it will cause problems of internal drainage of the pavement at the interface of two courses. It is desirable to completely pick out the existing thin bituminous wearing course where water bound macadam is proposed to be laid over it.

404.3.2 Inverted Choke/Sub-surface Drainage Layer

If water bound macadam is to be laid directly over the sub-grade, without any other intervening pavement course, a 25 mm course of screenings (Grading B) or coarse sand shall be spread on the prepared sub-grade before application of the aggregates is taken up. In case of a fine sand or silty or clayey sub-grade, it is advisable to lay 100 mm insulating layer of screening or coarse sand on top of fine grained soil, the gradation of which will depend upon whether it is intended to act as a drainage layer as well. As a preferred alternative to inverted choke, appropriate geosynthetics performing functions of separation and drainage may be used over the prepared sub-grade as directed by the Engineer. Section 700 shall be applicable for use of geosynthetics.

404.3.3 Lateral Confinement of Aggregates

For construction of WBM, arrangement shall be made for the lateral confinement of aggregates. This shall be done by building adjoining shoulders along with WBM layers. The practice of constructing WBM in a trench section excavated in the finished formation must be completely avoided.

Where the WBM course is to be constructed in narrow widths for widening of an existing pavement, the existing shoulders should be excavated to their full depth and width up to the sub-grade level except where widening specifications envisages laying of a stabilised sub-base using in-situ operations in which case the same should be removed only up to the sub-base level.

404.3.4 Spreading Coarse Aggregates

The coarse aggregates shall be spread uniformly and evenly upon the prepared sub-grade/ sub-base in the required quantities from the stockpiles to proper profile by using templates placed across the road about 6 m apart, in such quantities that the thickness of each com-

pacted layer is not more than 75 mm. In no case shall these be dumped in heaps directly on the area where these are to be laid nor shall their hauling over a partly completed base be permitted. Wherever possible, approved mechanical devices such as aggregate spreader shall be used to spread the aggregates uniformly so as to minimize the need for manual rectification afterwards.

No segregation of coarse aggregates shall be allowed and the coarse aggregates, as spread shall be of uniform gradation with no pockets of fine material.

The surface of the aggregates spread shall be carefully checked with templates and all high or low spots remedied by removing or adding aggregates as may be required. The surface shall be checked frequently with a straight edge while spreading and rolling so as to ensure a finished surface as per approved drawings.

The coarse aggregates shall not normally be spread more than 3 days in advance of the subsequent construction operations.

404.3.5 Rolling

Immediately following the spreading of the coarse aggregates, rolling shall be started with three wheeled power rollers of 80 to 100 kN capacity or tandem or vibratory rollers of 80 to 100 kN static weight. The type of roller to be used shall be approved by the Engineer based on trial run.

Except on super-elevated portions and carriageway with unidirectional cross-fall, where the rolling shall proceed from inner edge to the outer, rolling shall begin from the edges gradually progressing towards the center. First the edge/edges shall be compacted with roller running forward and backward. The roller shall then move inward parallel to the center line of the road, in successive passes uniformly overlapping preceding tracks by at least one-half width.

Rolling shall be carried out on courses where coarse aggregates of crushed/ broken stone are used, till the road metal is partially compacted. This wii! be followed by application of screenings and binding material where required in Clauses 404.3.6 and 404.3.7.

However, where screenings are not to be applied as in the case of aggregates like brick metal, laterite and Kankar for sub-base construction, the compaction shall be continued until the aggregates are thoroughly keyed. Rolling shall be continued and light sprinkling of water shall be done till the surface is well compacted.. Rolling shall not be done when the sub-grade is soft or yielding or when it causes a wave-like motion in the sub-grade or sub-base course.

The rolled surface shall be checked transversely with templates and longitudinally with 3 m straight edge. Any irregularities, exceeding 12 mm, shall be corrected by loosening the surface, adding or removing necessary amount of aggregates and re-rolling until the entire surface conforms to the desired camber and grade. In no case shall the use of screenings be permitted to make up depressions.

Material, which gets crushed excessively during compaction or becomes segregated, shall be removed and replaced with suitable aggregates.

404.3.6 Application of Screenings

After the coarse aggregates have been rolled to Clause 404.3.5, screenings to completely fill the interstices shall be applied gradually over the surface. These shall not be damp or wet at the time of application. Dry rolling shall be done while the screenings are being spread so that vibrations of the roller cause them to settle into the voids of the coarse aggregates. The screenings shall not be dumped in piles but be spread uniformly in successive thin layers either by the spreading motions of hand shovels or by mechanical spreaders, or directly from tipper with suitable grit spreading arrangement. Tipper operating for spreading the screenings shall be equipped with pneumatic tyres and operated so as not to disturb the coarse aggregates.

The screenings shall be applied at a slow and uniform rate (in three or more applications) so as to ensure filling of all voids. This shall be accompanied by dry rolling and brooming with mechanical brooms, hand brooms or both. In no case shall the screenings be applied so fast and thick as to form cakes or ridges on the surface in such a manner as would prevent filling of voids or prevent the direct bearing of the roller on the coarse aggregates. These operations shall continue until no more screenings can be forced into voids of the coarse aggregates. The spreading, rolling, and brooming of screenings shall be carried out in only such lengths of the road which could be completed within one day's operation.

404.3.7 Sprinkling of Water and Grouting

After application of screenings, the surface shall be copiously sprinkled with water, swept and rolled. Hand brooms shall be used to sweep the wet screenings into voids and to distribute them evenly. The sprinkling, sweeping and rolling operation shall be continued, with additional screenings applied as necessary until the coarse aggregates have been thoroughly keyed, well-bonded and firmly set in its full depth and a grout has been formed of screenings. Care shall be taken to see that the sub-base or sub-grade does not get damaged due to the addition of excessive quantities of water during construction.

In case of lime treated soil sub-base, construction of water bound macadam on top of it shall be taken up after curing as per Clause 402,3.9 and as directed by the Engineer.

Application of binding material : After the application of screenings in accordance with Clauses 404.3.6 and 404,3,7, the binding material where it Is required to be used (Clause 404.2.7) shall be applied successively in two or more thin layers at a slow and uniform rate. After each application, the surface shall be copiously sprinkled with water, the resulting slurry swept in with hand brooms, or mechanical brooms to fill the voids properly, and rolled during which water shall be applied to the wheels of the rollers if necessary to wash down the binding material sticking to them. These operations shall continue until the resulting slurry after filling of voids, forms a wave ahead of the wheels of the moving roller.

404.3.8 Setting and Drying

After the final compaction of water bound macadam course, the pavement shall be allowed to dry overnight. Next morning hungry spots shall be filled with screenings or binding material as directed, lightly sprinkled with water if necessary and rolled. No traffic shall be allowed on the road until the macadam has set. The Engineer shall have the discretion to stop hauling traffic

from using the completed water bound macadam course, if in his opinion it would cause excessive damage to the surface.

The compacted water bound macadam course shall be allowed to completely dry and set before the next pavement course is laid over it.

404.4 Surface Finish and Quality Control of Work

404.4.1 The surface finish of construction shall conform to the requirements of Clause 902.

404.4.2 Control on the quality of materials and works shall be exercised by the Engineer in accordance with Section 900.

404.4.3 The water bound macadam work shall not be carried out when the atmospheric temperature is less than 10°C in the shade.

404.4.3 Reconstruction of Defective Macadam

The finished surface of water bound macadam shall conform to the tolerances of surface regu larity as prescribed in Clause 902. However, where the surface irregularity of the course exceeds the tolerances or where the course is otherwise defective due to sub-grade soil mixing with the aggregates, the course to its full thickness shall be scarified over the affected area, reshaped with added materia! or removed and replaced with fresh material as applicable and re-compacted. The area treated shall not be less than 10 sq.m. In no case shall depressions be filled up with screenings or binding material.

404.5 Arrangements for Traffic

During the period of construction, the arrangements for traffic shall be done as per Clause 112.

404.6 Measurements for Payment

Water bound macadam shall be measured as finished work in position in cubic metres.

404.7 Rate

The Contract unit rate for water bound macadam sub-base/base course shall be payable in full for carrying out the required operations including full compensation for all components listed in Clause 401.7 (i) to (v), including arrangement of water used in the work as approved by the Engineer.

405 CRUSHED CEMENT CONCRETE SUB-BASE

405.1 Scope

This work shall consist of breaking and crushing the damaged cement concrete slabs and recompacting the same as sub-base/base course in one or more layers. The work shall be performed on such widths and lengths as may be specified, in accordance with the requirements

of these Specifications and in conformity with the lines, grades and cross- sections shown on the drawings or as otherwise directed by the Engineer.

405.2 Materials

405.2.1 Coarse Aggregates

Coarse aggregates for this work shall be broken cement concrete slabs crushed to a size not exceeding 75 mm and as far as possible, conforming to one of the gradings given in Table 400-9.

405.3 Construction Operations

405.3.1 General

Crushed cement concrete sub-base course may be constructed in one or two layers, depending upon the thickness of the concrete slabs dismantled and crushed. The thickness of each layer shall not exceed 75 mm compacted thickness.

SECTION-VIII

eTender Portal User Agreement

In order to create a user account and use the eTender 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.

   a. Cancellation of my/our bid/contract (as the case may be)
   b. Forfeiture of EMD
   c. Punitive action as per tender document

2. That I/we accept all terms and condition of NIT, including General Terms and Condition and Special/Additional Terms and Condition as stated there in the tender document as available on the website.

3. That I/we accept the Integrity Pact as given in the tender document (if applicable).

4. That I/we, am/are giving my/our consent for e-payment and submitting/ shall submit the mandate form for e-Payment in the format as prescribed in the document in case, the work is awarded to us.

5. That I/we do authorize CIL/Subsidiary for seeking information/clarification from my Bankers having reference in this bid.

6. That I/we will upload original/certified photo/scanned of all the relevant documents as prescribed in the tender document in support of the information and data furnished by me/us online.

7. I/We confirm that I/We have not been banned or de-listed by any Govt. or Quasi Govt. agencies or PSUs. In case We are banned or delisted this information shall be specifically informed to the tender issuing authority.

8. That I/We accept all the undertakings as specified elsewhere in the tender document.

9. That this online agreement will be a part of my bid and if the work is awarded to me/us, this will be a part of our agreement with CIL/Subsidiary Company.

B. TERMS AND CONDITIONS OF E-TENDER SERVICES AGREEMENT

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

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

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

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

Bidder Registration, Password and Security:

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

The Online registration/enrolment of bidder on the portal should be done in the name of the bidder.

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

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

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

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

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

Modification of software:

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

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

System Requirements:

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

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

(a). Incorrect use of the e-Tender System, or;

(b). Internet Connectivity failures in respect of the equipment used by the Users or by the Internet Service Providers, or;

(c). Inability of the Bidder to submit their bid due to any DSC related problems, hardware, software or any other factor which are personal/ special/local to the Bidder.

Contents of Tender Information:

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

Bid Submission Acknowledgement:

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

Upload files:

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

User Conduct:

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

Content that you upload, post, email or otherwise transmit via the eTender portal.

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

Amendments to a tender published:

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

Special Admonitions for International Use:

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

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The Site may provide, links to other World Wide Web sites or resources. Because CIL/subsidiary has no control over such sites and resources, you acknowledge and agree that the CIL/Subsidiary is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources.
You further acknowledge and agree that the CIL/subsidiary shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, Goods or Services available on or through any such site or resources.

Miscellaneous:

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

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

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

Modification of terms of Agreement:

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

Policy and Security:

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

Information Collected:

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

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

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

The date and time you access our portal;

The pages you visit

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

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

Use of Cookies:

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

Security:

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

SECTION-IX

A N N E X U R E S

ANNEXURE – I

PROFORMA FOR LETTER OF BID

(THIS IS TO BE ACCEPTED UNCONDITIONALLY BY BIDDER THROUGH GTE AT THE TIME OF BID SUBMISSION AND ONLINE ACCEPTANCE DURING BIDDING THROUGH GTE SHALL BE CONSTRUED AS SUBMISSION OF LETTER OF BID BY THE BIDDER.)

(NOT TO BE UPLOADED SEPARATELY)

To,

The Tender Inviting Authority.

Western Coalfields Limited

Sub: **Letter of Bid for the work/Service "Diversion of village road from Sakhri village to Chincholi village passing through mine lease area of Amalgamated GP Expansion under Gouripouni Sub Area of WCL Ballarpur area"**

Tender Ref: No.: **wcl-hq-gmciv-e09-2026-27/**719 **dated 02.11.2026**

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 and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.

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

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

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

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

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance shall constitute a binding contract between us and Western Coalfields Limited.

Should this bid be accepted, we agree to furnish Performance Security within stipulated date and commence the work within stipulated date. In case of our failure to abide by the said provision Western Coalfields Limited shall, without prejudice to any other right or remedy, be at liberty to" cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period 12 months" OR to act as specified in the Bid Document.

Annexure-II

PROFORMA FOR UNDERTAKING TO BE ACCEPTED UNCONDITIONALLY BY BIDDER/S

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

(NOT TO BE UPLOADED SEPARATELY)

We solemnly declare that:

1. I/We am/are submitting Bid for the work "Diversion of village road from Sakhri village to Chincholi village passing through mine lease area of Amalgamated GP Expansion under Gouripouni Sub Area of WCL Ballarpur area" against Tender ID/Tender Ref. No. wcl-hq-gmciv-e09-2026-27/719 dated 02.11.2026/ 2026_WCL_367398_1 and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.
3. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
4. I/ We hereby authorize department to seek references / clarifications from our Bankers.
5. We hereby undertake that we shall register and obtain license from the Competent Authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
6. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues and Debarment of our firm and all partners of the firm etc from Bidding, as per the tender document.

ANNEXURE-III

PROFORMA FOR UNDERTAKING TO BE UPLOADED BY BIDDER/S ON THEIR LETTER HEAD

Proforma for undertaking to be uploaded by bidder/s (on their letterhead) regarding relatives as employees of company, local supplier status of the bidder, CIPP etc.

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

1. Myself/Our Partners/Directors don't has/have any relative as employee of ……. (Name of Company viz. Coal India Limited/Subsidiary).

   OR

   The details of relatives of Myself/Our Partners/Directors working as employee of ……. (Name of Company viz. Coal India Limited/Subsidiary) is as follows:

   a. Name of the employee

   b. Place of posting

   c. Department

   d. Designation

   e. Type of relation - Wife/Husband/ Father/ Step-Father/Mother / Step-Mother/ Son/Step-son/ Son's wife / Daughter / Daughter's Husband / Brother/ Step-Brother/ Sister / Step-Sister.

2. *I/We hereby confirm that we have registration with CMPF / EPF Authorities, as per requirement of the Bid Document, and ensure compliance with all statutory obligations, including timely payment of dues, as required under law.

   Or

   * I/We hereby undertake that we shall initiate and complete the registration process with the CMPF/EPF authorities, if applicable, as per the requirements of the Bid Document before the payment of first running on account bill and ensure compliance with all statutory obligations, including timely payment of dues, as required under law.

   *** Delete whichever is not applicable.**

3. We certify that the works/services offered by us against the tender for the work "Diversion of village road from Sakhri village to Chincholi village passing through mine lease area of Amalgamated GP Expansion under Gouripouni Sub Area of WCL Ballarpur area" against Tender ID/Tender Ref. No wcl-hq-gmciv-e09-2026-27/719 dated 02.11.2026/ 2026_WCL_367398_1 meet the minimum local content requirement and has local content:

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

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

(***Delete whichever is not applicable.)**

The details of the location(s) at which the local value addition is made, if applicable is / are as under:

1.

2.

NOTE:

In case of procurement i.e. estimated cost put to tender is above Rs. 10 crores, the bidders are required to submit the local content certificate as per Annexure-IV.

4. ** I/We am/are not debarred or banned or delisted by DoE/ Ministry of Coal/ Coal India Limited for pan CIL/ WCL, as applicable, which shall not affect the eligibility / qualification in the instant tender.

5. **I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017 PP (BE-II) dated 16.09.2020 and Revised vide Order No. P-45021/2/2017 PP (BE-II)-Part(4) Vol.II dated 19.07.2024, issued by Govt. of India as amended from time to time.

OR

**I / We …..have been debarred by……(name of procuring entity) for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017 PP (BE-II) dated 16.09.2020 and Revised vide Order No. P-45021/2/2017 PP (BE-II)-Part(4) Vol.II dated 19.07.2024, issued by Govt. of India as amended from time to time for a period of……year/s, effective from ……. to…..

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

***Note:** A bidder who has been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017 PP (BE-II) dated 16.09.2020 and Revised vide Order No. P-45021/2/2017 PP (BE-II)-Part(4)Vol.II dated 19.07.2024, issued by Govt. of India as amended from time to time shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment.*

6. *I/we do not have any previous transgression of CIPP in last three years with any entity in any country.

Or

*I / We have been debarred by……(name of procuring entity) for violation of Code of Integrity for Public Procurement (CIPP), for a period of…… year/s, effective from ……. to……..

***Delete whichever is not applicable**

7. Details of the allied firms are as follows:

Sl. No.	Name of Allied firms	PAN	Remarks

Note: The details of all 'allied' firms shall be provided in the above table that come within the sphere of effective influence based on the following criteria, if applicable:

a) You, being a proprietary firm, own it,

b) You, being a partnership firm, have common (all or majority of) partners, or any one of partners having a profit share of 20% or more in it.

c) You have common Management (say the majority of the directors) with it.

d) Your partners or directors have a majority interest in its management;

e) You have a controlling voice by owning substantial or majority (20% or more) shares in it.

f) You directly or indirectly control it, are controlled by it, or are under common control through any agreement/ MoU or otherwise.

g) You are a successor/ subsidiary to it or vice-a-versa;

h) You have common offices/ manufacturing facilities with it.

8. **Certificate regarding compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Deptt. of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries –**

I have read the Clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a Contractor from such countries unless such Contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

[***Note:*** *Where applicable, evidence of Competent Authority shall be attached.*]

9. *I/we do not have multiple business verticals within a State.

Or

*I / We have multiple business verticals within a State and separate GST registrations for each vertical and the GSTIN of the specific business vertical pertaining to the supply and services covered under the Schedule of Requirements are as follows:

a) _____

b) _____

10. Details of the bidder's GST Jurisdictional Assessing Officer (Designation, Address and Email ID), as applicable:

    i. Designation:

    ii. Address:

    iii. E-mail:

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

Signature of the Bidder

ANNEXURE- IV

FORMAT FOR LOCAL CONTENT CERTIFICATE

For ECV more than 10 Crore.

Ref. No: ……..……. Date: …….

Certificate of Local Content as per Public Procurement (Preference to Make in India) Order vide No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and Revised vide Order No. P-45021/2/2017-PP (BE-II)-Part(4) Vol.II dated 19.07.2024, (as amended from time to time)

Tender No.:……..dated**……**

*I/We ……. the Statutory Auditor/ the Cost Auditor/ Practicing Cost Accountant/ Practicing Chartered Accountant (Strike-off which is not applicable) of M/s ……, having registered office at …… hereby confirm that the percentage of local content in the offered product / service of M/s …… is _____ % and meets the local content requirement for 'Class – I local supplier' as prescribed under Public Procurement (Preference to Make in India) Order, 2024 (as amended from time to time).

OR

*I/We ……. The Statutory Auditor/ the Cost Auditor/ Practicing Cost Accountant/ Practicing Chartered Accountant (Strike-off which is not applicable) of M/s ……, having registered office at …… hereby confirm that the percentage of local content in the offered product / service of M/s …… is _____ % and meets the local content requirement for 'Class – II local supplier' as prescribed under Public Procurement (Preference to Make in India) Order, 2024 (as amended from time to time).

(*__Delete whichever is not applicable.)__

For …….. (Name of the firm issuing the Certificate)

Name of Statutory Auditor / the Cost Auditor / Practicing Cost Accountant / Practicing Chartered Accountant Chartered Accountant: ……..

Signature of Statutory Auditor / the Cost Auditor / Practicing Cost Accountant / Practicing Chartered Accountant: …….

Official Stamp ……

UDIN No.: ……

Membership No.: ……

Place: ……

Date:

ANNEXURE- V

PROFORMA OF JOINT VENTURE AGREEMENT

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

This Joint Venture agreement is made on this …….. day of……..

AMONGST/BETWEEN

M/s……, having its registered Office at …….. Represented by Shri…….(Name and Designation) of M/s……..Who has power of Attorney to enter into Joint Venture with……..and sign all documents/ agreements on behalf of M/s…… (hereinafter referred to as"…….")

AND

M/s……, having its registered Office at …….. Represented by Shri…….(Name and Designation) of M/s……..who has power of Attorney to enter into Joint Venture with……..and sign all documents/agreements on behalf of M/s…… (hereinafter referred to as"…….").

AND

M/s……, having its registered Office at …….. Represented by Shri…….(Name and Designation) of M/s……..who has power of Attorney to enter into Joint Venture with……..and sign all documents/agreements on behalf of M/s…… (hereinafter referred to as"…….").

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

WHEREAS M/s……., M/s…….. and M/s…… agreed to form a Joint Venture in order to join their forces to obtain best results from the combinations of their individual resources of technical and management skill, finance and equipment for the benefit of the project and in order to submit the Bid for the work of "*Construction of cement concrete road for diversion of Khaperkheda to Parseoni state highway No. 346 (Ch. 9/560 to Ch. 11/100) and stone pitching on embankment along with toe wall at Singhori Deep OCM under BSSA (Including maintenance of 05 (five) years without any cost implications)*" (Hereinafter referred to as "Project") under *Western Coalfields Limited* (hereinafter referred to as "the principle Employer").

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

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

1) FORMATION AND TERMINATION OF THE JOINT VENTURE

The parties under this Agreement have decided to form a Joint Venture to submit the Bid for

the above Project and execute the Contract with the Principal Employer for the Project, if qualified and awarded.

a) The name and style of the Joint Venture shall be "……." (hereinafter called the "Joint Venture ")

b) The Head Office of the Joint Venture shall be located at……. and the site office will be located at the site of the Project.

c) All communication regarding the project will be made to Sri …… Telephone Nos……..

d) Neither of the parties of the Joint Venture shall be allowed to sign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture to any party including the existing partner of the Joint Venture.

e) The terms of the Joint Venture shall begin as on the date first set forth above and shall terminate on the earliest of the following dates.

i) The Joint Venture fails to obtain qualification from the Procuring Entity.

ii) The Contract for the Project is not awarded to the Joint Venture.

iii) The Procuring Entity 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 Procuring Entity and all the parties complete any and all duties, liabilities and responsibilities under or in connection with the Contract and the Joint Venture agreement.

2) LEAD PARTNER

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

3) REPRESENTATIVE OF THE PARTNERS OF THE JOINT VENTURE

Each constituent party of the Joint Venture appoints the following personnel as the representative of the relevant party with full power of attorney from the Board of Directors of the concerned company, or from the partners of the entity, or from the proprietor.

JV Partner	Name	Position in the respective Company
M/s……	…….	……..
M/s……..	……..	……..

M/s …… …… ……..

4) PARTICIPATION SHARE & WORK RESPONSIBILITIES

4.1 The parties agree that their respective participation share (hereinafter called 'Participation Share') in the Joint Venture 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 individually or collectively.

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 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

During the execution of work/service, the requirement of Working Capital shall be met individually or collectively by the JV partners.

7) BID SECURITY

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

8) PERSONNEL & EQUIPMENT

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

9) NON PERFORMANCE OF RESPONSIBILITY BY ANY PARTY OF JOINT VENTURE

a) As between themselves, each Party shall be fully responsible for the fulfillment of all obligations arising out of its scope of the work for the Project to be clarified subject to the 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 with all the liabilities of the existing partner from the beginning of the contract with the prior approval of CIL/Subsidiary.

d) Notwithstanding demarcation or allotment of work of between/amongst Joint Venture partners, Joint Venture shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.

e) In case bid being accepted by Company, the payments under the contract shall only be made to the Joint Venture and not to the individual partners.

10) BANK A/C

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

11) LIMIT OF JOINT VENTURE ACTIVITIES

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

12) TAXES

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

13) EXCLUSIVITY

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

14) MISCELLANEOUS

a) Neither party of the Joint Venture shall assign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture to all third party without the Agreement of the other party in writing.

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

15) APPLICABLE LAW

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

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

For …… For…….. For ……..

Signature _____	Signature _____	Signature _____
(Name & Address)	(Name & Address)	(Name & Address)
(Official Seal)	(Official Seal)	(Official Seal)
Place ……	Place……	Place……..
Date ……	Date ……	Date ……..
Witness Signature……	Witness Signature……	Witness Signature……
Name & Address:…….	Name & Address:…….	Name & Address:…….

ANNEXURE- VI

PROFORMA OF BANK GURANTEE FOR PERFORMANCE SECURITY/ ADDITIONAL PERFORMANCE SECURITY

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

To

……..

……..

Re: Bank Guarantee in respect of Contract No……., Dated ……. Between …….. (Name of the company) and …….. (Name of the Contractor)

WHEREAS

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

It has been agreed that the Contractor shall furnish a Performance Security/ Additional Performance Security in the shape of Bank Guarantee from a Schedule bank (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks) 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/ Additional Performance Security.

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

The Bank do hereby irrevocably guarantees and unconditionally agree with the Company that if the contractor shall in any way fail to observe or perform the terms and conditions of the said contract or shall commit any breach of its obligation there under, the Bank shall on its mere first written demand, and without any objection, demur and without any reference to the contractor, pay to the company the said sum of …… or such portion as shall then remain due 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 settlement of dispute proceeding

is pending between the company and the Contractor regarding the claim.

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

This Guarantee shall remain in force until the dues of the company in respect of the said sum of Rs……..and Company's 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.

This Bank Guarantee shall also be operative at our ……. Branch located at .....(detailed address), from whom, confirmation regarding issue of this guarantee or extension/renewal thereof shall be made available on demand.

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.

The details of outstation Bank issuing the Bank Guarantee are as below.

i) Complete Postal Address with PIN Code-

ii) Branch Code-

iii) IFSC Code –

iv) SWIFT –

v) Telephone No. –

vi) Fax No. –

vii) Email ID –

The details of Local Operating Branch of the Bank issued the Bank Guarantee are as below.

i) Complete Postal Address with PIN Code-

ii) Branch Code-

iii) IFSC Code –

iv) SWIFT –

v) Telephone No. –

vi) Fax No. –

vii) Email ID –

Whenever there is change in postal address and/or other details of this branch issued the guarantee and/or the operative branch, we .....(the issuing bank) will ensure to intimate respective Area, being the beneficiary, of such changed address, telephone number, fax number and e-mail ID.

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 at …….. 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.

* In case of Cement Concrete Road / Bituminous Road / Haul Road works, where the Defect Liability Period (DLP) is five (5) years from the date of completion of the construction work, the date of guarantee shall cover a period of minimum ninety (90) days beyond completion of three (3) years of the DLP.

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

We hereby declare that we are authorised to execute this bank guarantee.

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)”

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

ANNEXURE- VII

Instructions to Bidders for both the above BGs

NOTES TO BANK GUARANTEES

While issuing the Bank Guarantee, the issuing bank may please note the following.

i) The bank guarantees issued by the issuing bank on behalf of Contractor, supplier, customer in favour of Western Coalfields Limited shall be in paper form as well as Structured Financial Messaging System (SFMS).

ii) Western Coalfields Limited has chosen ICICI Bank Limited to act advising/beneficiary bank of Western Coalfields Limited. The bank issuing the guarantee can choose either of these banks to send confirmation through SFMS.

iii) The details of beneficiary for issue of bank guarantee in SFMS platform is as furnished as below.

1.	Name and details of the Beneficiary	i.	Name	
		ii.	Area	WCL HQ
		iii.	Name of Bank	
		iv.	Bank Account No.	***
		v.	Department	Civil Department
2.	Beneficiary's Advising Bank, Branch and Address for Confirmation of BGs through SFMS	i.	Name of Bank	ICICI Bank Limited
		ii.	Bank Branch Name	Civil Lines, Nagpur
		iii.	Branch Code	***
		iv.	Beneficiary Bank Branch IFSC	ICIC000059
		v.	Beneficiary Bank Address	Civil Lines, Nagpur
		vi	Customer ID	556096497
* Name of the Area/HQ, to which the NIT is concerned, is to be mentioned. ** Name of Department of the Area/ HQ, to which the NIT is concerned, is to be mentioned. *** Details of Bank Account, IFSC Code, Bank Address of the Area/HQ to which the NIT is concerned, is to be mentioned.				

iv) The Supplier / Contractor/ Customers are required to take note of it that above particulars are to be incorporated by the issuing bank properly while issuing the Bank Guarantee under SFMS mode to avoid any future problem in accepting the BGs.

v) The Guarantor (BG issuing bank) shall send information about issuance of this Guarantee through SFMS gateway to the ICICI Bank Limited (IFSC Code: ICIC000059) to aid in the process of confirmation of Bank Guarantee.

vi) The Guarantor (BG issuing bank) shall also send information about issuance of this Guarantee to its local operating branch at Nagpur to aid in the process of confirmation as well as claim for encashment of Bank Guarantee.

vii) The Original Bank Guarantee issued by the outstation bank shall be sent by the Issuing Bank to General Manager (Civil), Western Coalfields Limited, Coal Estate, Civil Lines, Nagpur (MS) – 440001 by Speed Post /Registered Post (AD).

Annexure- VIII

PROFORMA OF BANK GUARANTEE FOR MOBILISATION/ LUMP-SUM ADVANCE

To,

Western Coalfields Limited,

……..

……(Address)

Dear Sir,

1) In consideration of Coal India Limited/Subsidiary Company having its Registered Office at …… (hereinafter called "the Company" which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed under the terms and conditions of the Contract No…… dated……. Entered into between Coal India Limited/Subsidiary Company and M/s having its Registered Office at …… (hereinafter called "the Contractor" to make mobilisation advance/lump-sum advance to the tune of Rs…… subject to submission of the Bank Guarantee for equal amount from any Nationalised/ Schedule Bank (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks), We …… Bank (hereinafter referred to as the said Bank) hiving it is Registered Office at …….. do hereby undertake and agree to pay the Company to the extent of Rs……. on demand stating that the amount claimed by the Company is due and payable by the contractor for the reasons of non-refund and or non-recovery of the amount with interest thereon and to unconditionally pay the amount claimed by the company on such demand without any demur to the extent aforesaid.

2) We, ……. Bank agree that the Company shall be the sole judge as to whether the said Contractor has failed/neglected in refunding the amount advanced by the Company and/or extent of loss and damages caused to or suffered by the Company on account of the amount advanced not being recovered in full and non-utilisation of the said advanced amount or part thereof for the purpose of performance of the contract and interest payable thereon and the decision of the company in this behalf shall be final and binding on us.

3) We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect upto …… and any claim received after the said date shall in no case bind the Bank.

4) The Company shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee or indemnity from time to time vary any of the terms and conditions of the said contract or to extend the time of performance by the said contractor or to postpone any time and from time to time any of the powers exercisable by it against the said contractor and either to enforce or to forbear from enforcing any of the terms and conditions governing the said contract or securities available to the com-

pany and the said Bank shall not be released from its liability under these presents.

5) Notwithstanding anything contained herein the liability of the said Bank under this Guarantee is restricted to Rs…….. and this Guarantee shall come into force from the date hereof and shall remain in full force and effect till …… unless the written demand or claim under this Guarantee is made by the Company with us on or before ……. all rights of the Company under this Guarantee shall cease to have any effect and we shall be relieved and discharged our liabilities hereunder.

6) We, the said Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the company in writing and agree that any change in the constitution of the said contractor or the said Bank shall not discharge our liability hereunder.

7) This guarantee issued by Sri…….. who is authorized by the Bank.

Under jurisdiction of Local court only.

Annexure IX

PROFORMA OF BANK GUARANTEE FOR RELEASE OF RETENTION MONEY/BID SECURITY DEDUCTED @5% FROM RUNNING BILL

IN LIEU OF RECEIVING PAYMENT AGAINST THE SECURITY DEPOSIT ACCRUED ANNUALLY BY PAYING THE RUNNING BILL AT 95%, i.e. THE RETENTION MONEY DEDUCTED @ 5% FROM RUNNING BILL

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

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 (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks) for a sum of Rs…….. as security for release of equivalent amount of Retention Money 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 Performance Security.

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

The Bank do hereby irrevocably guarantees and unconditionally agree with the Company that if the contractor shall in any way fail to observe or perform the terms and conditions of the said contract or shall commit any breach of its obligation there under, the Bank shall on its mere first written demand, and without any objection, demur and without any reference to the contractor, pay to the company the said sum of …… or such portion as shall then remain due 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 settlement of dispute 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 Company's 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 forebear 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 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 Rs…….. or such lesser sum as may then be deemed to the Company and as the Company may require.

This Bank Guarantee shall also be operative at our …… Branch located at .....(detailed address), from whom, confirmation regarding issue of this guarantee or extension/renewal thereof shall be made available on demand.

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.

The details of outstation Bank issuing the Bank Guarantee are as below.

i) Complete Postal Address with PIN Code-

ii) Branch Code-

iii) IFSC Code –

iv) SWIFT –

v) Telephone No. –

vi) Fax No. –

vii) Email ID –

The details of Local Operating Branch of the Bank issued the Bank Guarantee are as below.

i) Complete Postal Address with PIN Code-

ii) Branch Code -

iii) IFSC Code -

iv) SWIFT -

v) Telephone No. -

vi) Fax No. -

vii) Email ID –

Whenever there is change in postal address and/or other details of this branch issued the guarantee and/or the operative branch, we .....(the issuing bank) will ensure to intimate respective Area, being the beneficiary, of such changed address, telephone number, fax number and e-mail ID.

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 minimum period of one year or suitable period i.e. 90 days beyond the defect liability period whichever is more. Defect liability period shall be derived based on provisions of contract.

* In case of Cement Concrete Road / Bituminous Road / Haul Road works, where the Defect Liability Period (DLP) is five (5) years from the date of completion of the construction work, the date of guarantee shall cover a period of minimum ninety (90) days beyond completion of three (3) years of the DLP.

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

We hereby declare that we are authorised to execute this bank guarantee.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code number)

(Address)

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

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

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

Annexure- X

SAMPLE GUARANTEE BOND

This agreement made this…… day of …… two thousand …… between M/s…… (hereinafter called the Guarantor of the one part) and the other …… Ltd. (Name of the Subsidiary the other part).

Whereas this agreement is supplementary the contract (hereinafter called the contract) dated……. made between the Guarantor of the one part and subsidiary the other part, whereby the contractor, inter alia, undertook to render the buildings and structures in the said contract recited, completely……. (termite proof / leak proof etc.).

Whereas the Guarantor agreed to give a guarantee to the effect that the said structure will remain …… (termite proof / leak proof etc.) for …….. years to be reckoned from the date after the maintenance period / completion period prescribed in the contract expires.

During this period of guarantee the Guarantor shall make good all defects and for that matter, shall replace at his risk and cost such wooden members as may be damaged by termites, and in case of any other defect being found he shall render the building termite proof at his cost to the satisfaction of the Engineer In charge, and shall commence the works of such rectification within 7(seven)days from the date of issuing notice from the Engineer In charge calling upon him to rectify the defects, failing which the work shall be got done by the department by some other contractor at the Guarantor's cost and risk, and in the latter case the decision of the Engineer In-charge as to the cost recoverable from the Guarantor shall be final and binding.

That if the Guarantor fails to execute the ……. (*anti-termite* treatment / leak proof treatment etc.) or commits breaches hereunder then the Guarantor will indemnify principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the Guarantor in performance and observance of this supplemental agreement. As to the amount of loss and / or damage and / or cost incurred by the subsidiary, the decision of the Engineer-in-charge will be final and binding on the parties.

In witness whereof these presents have been executed by the obligator …… and by …… for and on behalf of the …… Ltd. (Subsidiary) on the day, month and year first above written.

Signed, sealed and delivered by Obligator in the presence of –

1)

2)

Signed for and on behalf of the subsidiary by ……. In the presence of –

1)

2)

Annexure- XI

SAMPLE FORM FOR SITE ORDERS BOOK / HINDRANCE REGISTER

Name of Work:

LOA/Work Order Ref. no. and date:

Date of Commencement:

Period of Completion:

Sl. No.	Remarks of the Inspecting Officer or contractor.	Action Taken and by whom	Remarks
1	2	3	4

ANNEXURE-XII

To be Submitted by Bidder on Non-Judicial Stamp Paper of Rs. 10/- duly attested by Notary Public.

FORM FOR GUARANTEE BOND

FOR ANTI-TERMITE TREATMENT

THIS AGREEMENT made this …… day of Two thousand…….. between M/s…… (hereinafter called the guarantor of the one part and M/s…… Limited, hereinafter called the ……. Limited hereinafter called the OWNER of the other part.

Whereas the agreement is supplementary to the contract hereinafter called the contract dated …….. made between the guarantor of the one part and …… Limited, of the other part whereby the contractor inter-alia, undertook to render the buildings and structures in the said contract recited, completed, termite proof. And whereas the guarantor agreed to give a guarantee to the effect that the said structure will remain termite proof for TEN YEARS to be reckoned from the date after the maintenance period prescribed in the contract expires.

During this period of guarantee the guarantor shall make good all defects and for that matter shall replace at his risk and cost such wooden member as may be damaged by termite and in case of any other defect being found, he shall render the building termite proof at his cost to the satisfaction of the Engineer-in-charge and shall commence the works of such rectification within seven days from date of issuing notice from the Engineer-in-charge calling upon him to rectify the defects, failing which the work shall be got done by …….. Limited / OWNER by some other contractor at the guarantor's cost and risk and in the later case the decision of the Engineer-in-charge as to the cost recoverable from the guarantor shall be final and binding.

That if the Guarantor fails to execute the Anti-Termite treatment or commits breaches hereunder then the Guarantor will indemnify ……. Limited against all losses damages, cost expenses or otherwise which may be incurred by him by reasons of any default on the part of the guarantor in performance and observance of this supplemental Agreement. As to the amount of loss and or damage and / or cost incurred by …….. Limited / OWNER decision of the Engineer-in-charge will be final and binding on the parties.

In witness where of these presents have been executed by the Guarantor …….. and by …… for and on behalf of …….. Limited on the day of month and year first above written.

Signed sealed and delivered by Guarantor

IN THE PRESENCE OF:

1.

2.

Signed for and on behalf of …… Limited by / in presence of:

1.

2.

ANNEXURE-XIII

To be Submitted by Bidder on Non-Judicial Stamp Paper of Rs. 10/- duly attested by Notary Public.

GUARANTEE TO BE EXECUTED BY CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WTER PROOFING WORKS.

The agreement made this …….…… day of ……Two thousand and …….. between…… (hereinafter called Guarantor of the one part) and …… Limited (hereinafter called the Owner of the other part).

WHEREAS this agreement is supplementary to a contract (hereinafter called the contract), dated …….. and made between the GUARANTOR OF THE ONE part and the ……. Limited of the other part, whereby the contractor, inter-alia, undertook to render the buildings and structures in the said contract recited completely water and leak proof.

AND WHEREAS the Guarantor agreed to give a guarantee to the effect that the said structures will remain water and leak proof for five years from the date of giving water proofing treatment.

NOW THE GUARNTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be five years to be reckoned from the date after the maintenance period prescribed in the contract.

Provided that the Guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose.

1. Misuse of roof shall mean any operation, which will damage proofing treatment, l chopping of fire wood and things of the same nature which might cause damage to t roof.
2. Alternation shall mean construction of an additional storey or a part of the roof or cc struction adjoining to existing roof whereby proofing treatment is removed in parts.
3. The decision of the Engineer-in-Charge with regard to cause of leakage shall be final.

During this period of guarantee, the Guarantor shall make good all defects and in case of any defect being found render the building water proof to the satisfaction of the Engineer-in-Charge at his cost and shall commence the work for such rectification within seven days from the date of issue of notice from the Engineer-in-Charge calling upon him to rectify the defects failing which the work shall be got done by …….. Coalfields by some other Contractor at the guarantor's cost and risk. The decision of the Engineer-in-Charge as to the cost, payable by the Guarantor shall be final and binding.

That if the Guarantor fails to execute the water proofing or commits breach thereunder, then the Guarantor will indemnify the principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of

the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and / or damage and / or cost incurred by …….. Coalfields, the decision of the Engineer-in-Charge will final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the Guarantor……. and by …… and for and on behalf of …….. Limited on the day, month and year first above written.

Signed, sealed and delivered by Guarantor in the presence of -

1.

2.

Signed for and on behalf of …… Limited by ……..

In presence of:

1.

2.

Annexure-XIV

PROFORMA FOR EXECUTION OF AGREEMENT

(Specimen to be vetted by Legal Department))

STAMP PAPER

(of appropriate value as per Stamp Act)

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

Whereas the Company invited tenders for the work of "…… ……." and whereas the said Contractor/ Firm submitted tender for the said work and deposited a sum of Rs…….. as Earnest Money and whereas the tender of the said contract has been accepted by the Company for execution of the said work.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.

2) The following documents which are annexed to this agreement should be deemed to form and be read and construed as part of this agreement viz.

i)	Annexure - A	Tender Notice (Page .. to ..)
ii)	Schedule - A	General Terms & Conditions, Special Conditions and General Technical Specification (Page …. to …) and
iii)	Schedule - B	The probable Quantities and Amount (Page … to …)
iv)	Schedule - C	Negotiation letters –
v)	Schedule - D	Letter of Acceptance/Work Order (Page .. to ..)
vi)	Schedule - E	Drawings (Page .. to ..)

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

4) The company has received a sum of Rs..... towards Performance Security Deposit

(1st part of Security Deposit) in the form of B.G./NEFT/RTGS *other form (details to be furnished).*

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

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

1 Partner Signature

2 Partner Signature

On behalf of M/S……..

The Contractor, as one of the constituted attorney,

In the presence of –

1. Name _____ Signature

Address:

Occupation:

Signed by Sri ……. on behalf of Signature

(Name of Company) in presence of -

Name: Signature

Address:

ANNEXURE-XV

INTEGRITY PACT

Between

Western Coalfields Limited hereinafter referred to as "The Principal," and _____ hereinafter referred to as "The Bidder/ Contractor."

Preamble

The Principal intends to award contract/s for_____(Name of Work), under laid down organisational procedures, The Principal values full compliance with all relevant laws of the land, rules, regulations, economical use of resources, and fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

To achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the above-mentioned principles.

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

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

   a. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

   b. The Principal shall, during the tender process treat all Bidder(s) with equity and reason during the tender process. The Principal shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in the tender process or the contract execution.

   c. The Principal shall exclude from the process all known persons having conflict of interest.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Bhartiya Nyaya Sanhita (BNS)/ Prevention of Corruption Act (PC) Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition shall initiate disciplinary proceedings.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

(1) The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits themselves to observe the following principles during participation in the tender process and the contract execution.

   (a) The Bidder(s) / Contractor(s) shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which they are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

   (b) The Bidder(s) / Contractor(s) shall not enter with other Bidders into any undisclosed

agreement or understanding, whether formal or informal, in violation of the Competition Act, 2002 (as amended from time to time). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the tender process.

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

(d) The Bidder(s) / Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, Similarly the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers," shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed on Annex hereto.

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

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

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

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

If the Bidder(s)/ Contractor(s), before ~~contract~~ award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per laid down procedure to debar the Bidder(s)/Contractor(s) from participating in the future procurement processes of the respective company.

Section 4 - Compensation for Damages

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

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

Section 5 - Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Debarment of firms from Bidding" the Principal shall act like para 2) of Section 4 above.

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

(1) In the case of Sub-contracting, the Principal Contractor shall take the responsibility for adopting the Integrity Pact by the Sub-contractor.

(2) The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 - Independent External Monitor

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

(2) The Monitor is not subject to instructions by the parties' representatives and performs their functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It shall be obligatory for them to treat the information and documents of the Bidders/Contractors as confidential. They report to the Management of the Principal.

He/ she reports to the CMD of respective Company.

(3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction, all Project documentation of the Principal, including that provided by the Contractor. Upon their request and demonstration of a valid interest, the Contractor shall also grant the Monitor, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information ' and 'Absence of Conflict of Interest'. In case of any conflict of interest arising later, the IEM shall inform CMD of respective Company and recuse themselves from that case.

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

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, they shall

inform the Management of the Principal and request the Management to discontinue or take corrective action, or other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor shall submit a written report to the Management of the Principal, CMD of respective Company within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the Management of the Principal, CMD of respective Company, a substantiated suspicion of an offence under relevant BNS IPC/ PC Act, and the Management of the Principal, CMD of respective Company has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the contract has been awarded. Any violation of the same would entail disqualifying the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Management of the Principal CMD of Company.

Section 10 - Other provisions

(1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the place from where the Tender/ Contract is issued.

(2) Changes, supplements, and termination notices must be submitted in writing. Side agreements have not been made.

(3) If the Contractor is a Joint Venture, this agreement must be signed by all JV members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement according to their original intentions.

(5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact shall prevail.

(For & On behalf of the Principal)	(For & On behalf of Bidder/ Contractor)
(Office Seal)	(Office Seal)
Place ----------	Place ----------
Date ----------	Date ----------
Witness 1:	Witness 2:
(Name & Address)	(Name & Address)

ANNEXURE

Guidelines for Indian Agents of Foreign suppliers (Part of Integrity Pact)

1.1 There shall be compulsory registration of agents for all Global Tender Enquiries (GTE) and Limited Tender Enquiries (LTE). An agent not registered with the Procuring Entity shall apply for registration with them.

1.2 Registered agents shall file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the Principal to the agent before the placement of an order by the Procuring Entity.

1.3 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties, have stated that they are not paying any commission to the Indian agents, and the Indian representative is working based on salary or as a retainer, a written declaration to this effect should be submitted by the party (i.e., Principal) before finalising the Contract.

2.0 Disclosure of Particulars of Agents/ Representatives in India, if any.

2.1 Bidders of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorisation and authority given to commit the Principals. If the agent/representative is a foreign Company, it shall be confirmed whether it is a real functioning Company, and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Bidder that the commission/ remuneration, if any, payable to his agents/representatives in India, may be paid by the Procuring Entity in Indian Rupees only.

2.2 Bidders of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorising the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Bidder for himself.

2.2.3 Confirmation of the foreign principals of the Bidder that the commission/remuneration, if any, reserved for the Bidder in the quoted price (s) may be paid by the Procuring Entity in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 In either case, in the event of the contract materialising, the payment terms shall provide for payment of the commission /remuneration, if any, payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph - 2.0 above shall render the concerned bid liable to rejection or, in the event of a contract materialising, the same liable to termination by the Procuring Entity. Besides this, there would be a penalty of banning business dealings with the Procuring Entity or damage or payment of a named sum.

ANNEXURE- XVI

Code of Integrity for Public Procurement (CIPP)

1. Introduction

Public procurement is perceived to be prone to corruption and ethical risks. To mitigate this, the o cials of Procuring Entities involved in procurement and the bidders/ contractors must abide by t following Code of Integrity for Public Procurement (CIPP). All Procuring Officials shall give an und taking to abide by the Code of Integrity of Public Procurement (CIPP) in ERP while processing PR SAP ERP. The undertaking shall be put in format of PR itself in ERP. However, if estimate is proces outside ERP then separate undertaking in this regards shall be given by all procuring officials. T bidders/ contractors should be asked to sign a declaration about abiding by a Code of Integrity Public Procurement (including sub-contractors engaged by them) during submission of bid, wit warning that, in case of any transgression of this code, it would be liable for punitive actions such cancellation of contracts, banning and blacklisting or action in Competition Commission of India, a so on.

2. Code of Integrity for Public Procurement

Procuring authorities as well as bidders, contractors and consultants should observe the high standard of ethics and should not indulge in the following prohibited practices, either directly or ir rectly, at any stage during the procurement process or during execution of resultant contracts:

i) **"Corrupt practice":** making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

ii) **"Fraudulent practice":** any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

iii) **"Anti-competitive practice":** any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

iv) **"Coercive practice":** any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process or affect the execution of a contract;

v) **"Conflict of interest (COI)"**: any personal, financial, or business relationship between the bidder and any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;

vi) **"Undue Advantage"**: improper use of information obtained by the bidder from the procuring entity with an intent to gain an unfair advantage in the procurement process or for personal gain. This also includes if the bidder (or his allied firm) provided services for the need assessment/ procurement planning of the tender process in which he is participating;

vii) **"Obstructive practice":** materially impede the procuring entity's investigation of a procure-

ment process either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity's rights of audit or access to information;

3. Obligations for Proactive Disclosures

i) Procuring authorities as well as bidders, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declares any conflicts of interest (coming under the definition mentioned above) – pre-existing or as and as soon as these arise at any stage in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and

ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions with respect to the provisions of para 2 above with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.

iii) The bidder/ contractor must disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution of the Contract. The information disclosed must include the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee in a format given in the Tender Document.

4. Punitive Provisions

Without prejudice to and in addition to the rights of the procuring entity to other penal provisions per the bid documents or contract, if the procuring entity concludes that a (prospective) bidder/ contractor directly or through an agent, has violated this code of integrity in competing for the contr or in executing a contract, the procuring entity may take appropriate measures including one more of the following:

i) If his bids are under consideration in any procurement

   a) Forfeiture or encashment of bid security;

   b) calling off of any pre-contract negotiations; and

   c) rejection and exclusion of the bidder from the procurement process

ii) If a contract has already been awarded

   a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;

   b) Forfeiture and/ or encashment of any other security or bond relating to the procurement;

   c) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;

iii) Provisions in addition to above:

   a) banning/ debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding two years and not less than one year;

   b) In case of anti-competitive practices, information for further processing may be filed under

a signature of concerned Director of CIL/Subsidiary, with the Competition Commission of India.

c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

ANNEXURE – XVII

(SAMPLE CHECKLIST OF WORK EXPERIENCE CERTIFICATE)

THIS IS A SAMPLE CHECKLIST FOR WORK EXPERIENCE CERTIFICATE. (FOR REFERENCE PURPOSE ONLY).

The Work Experience Certificate issued by Employer should contain the following important parameters in line with the information furnished by the bidder in BSC:

1. Name of Work: …..
2. Brief description / scope of Work: ……
3. Work Experience Certificate Reference No.: (should contain Reference No. and issuing date.)
4. PAN and GSTIN (as applicable):
5. Work Order Ref Number: (Work Order Reference Number should be clearly mentioned).
6. Agreement Ref Number: (Agreement Reference Number should be clearly mentioned) (As applicable).
7. Name of Contractor: (In case of a Joint Venture, Share of each Joint Venture Partner).
8. Name & Address of Employer/Work Order Issuing authority of experience.
9. Start Date & End Date of Experience:
10. Executed Value of Work: (as declared in BSC)
11. Performance of contractor:

ANNEXURE-XVIII

No Claim Certificate

(On letterhead of contractor)

To,

(Contract Executing Officer)

Procuring Entity_____

NO CLAIM CERTIFICATE

Sub: Contract Agreement no. ---------- dated ----------for the work of ----------

We have received the sum of Rs. (Rupees _____only) in full and final settlement of all the payments due to us for [mention the details] under the above -mentioned contract agreement, between us and CIL/ Subsidiary. We hereby unconditionally, and without any reservation whatsoever, certify that with this payment, we shall have no claim whatsoever, of any description, on any account, against the Procuring Entity, against aforesaid contract agreement executed by us. We further declare unequivocally, that with this payment, we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,

Signatures of contractor or

Officer authorised to sign the contract documents

on behalf of the contractor

(Company stamp)

Date:

Place:

ANNEXURE-XIX

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 NEFT/ 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

ANNEXURE-XX

FORMAT FOR CONTRACTORS BILL FOR CIVIL ENGINEERING WORKS

…….. Coalfields Ltd.

UNIT **ORIGINAL/DUPLICATE**

1. On A/c. or final :
2. Name of Work :
3. Estimate No. of work :
4. Agreement/Work Order No.& Date. :
5. Name of Contractor :
6. Date of Commencement of the Work :
7. Date of completion of the work as per Agreement/Work Order:
8. Extension of time granted, if any, with reference to the order:
9. Actual Date of completion of the work :
10. Claims for work done from…… to…….

Description of Work	QUANTITIES OF WORK			Rate & Unit	A M O U N T S			Remarks
	Paid for as per last bill	Since last bill	Up to date		Paid as per last bill	Since last bill	Total upto date	
1	2	3	4	5	6	7	8	9
				TOTAL				

Deduct amount of previous Bill : ----------

Gross amount of this Bill : ----------

Dated Signature of Contractor

Certified that the foregoing claims are correct and have been ascertained by actual measurement by Sri…… on……. And recorded at page…….. if Measurement Book No……. and that no contractor's measurement has been accepted and that the work has been satisfactorily performed.

MEASUREMENT ACCEPTED

Signature of Contractor	Signature of Manager(C)/ Dy. Manager(C)	Signature of Asstt. Manager(C)/ Sr. Officer(C)	Signature of Subordinate Engg.(C)/ Engg. Sr. Overseer(C)/ Overseer Recording measuremen

Received the sum of Rupees……. As per foregoing details

Rs. Witness STAMP

Contractor

Certified that there are no claims outstanding against the Contractor for this work of ……. on a/c. of materials supply, House Rent, Water Charges, Electric Energy supply etc.

Manager/Dy. Manager(C)	Asstt. Manager(C)/ Sr. Officer(C)	Subordinate Engg.(C)/Engg. Asst.(C)/ Overseer(C)/Overseer(C)

Certified that I have no claims outstanding against the Department for this work and the claim preferred through this bill is in full and final settlement of my claim (*to be filled in case of final bills)

Contractor

Head of Accounts	Amounts
Debits	
TOTAL DEBITS	
CREDIT	

Security Deposit ……..	
Value of Stores …….	
(As per details attached)	
other recoveries	
(details attached)	
TOTAL CREDIT	
Net amount of the bill	

Certified for payment of Rs. ……..(Rupees ……..)

Chief Manager(Civil) / Sr. Manager(Civil)

Bill duly checked, audited and passed for payment of Rs…… (Rupees ……..) only and necessary deductions have made

Designated Accounts Officer (CE Bills)

ANNEXURE-XXI

PROFORMA OF INDENTURE FOR SECURED ADVANCE OR CREDIT

THIS INDENTURE made this day of …….. between…….. (hereinafter called the contractor) which expression shall where the Context as admits or implies be deemed to include his executor / administrators and assign of the one part and ……Coalfields, having its registered office at…….. (hereinafter called the Engineer) which expression shall where the context so admits or implies be deemed to include its successors and assign of the other part.

Whereas by an agreement dated (hereinafter called the said agreement), the contractor has agreed to construct……..

And whereas the Contractor has applied to the Engineer that he may be or be given credited for materials brought by him to the site of the work subject to the said agreement for use in construction of the work.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs…… (Rupees …….. only) paid to the contractor by the Engineer. The receipt where the Contractor hereby acknowledges and of such advance or credited (if any) as may be made to him as aforesaid the Contractor hereby covenants and agrees with the Engineer and declares as follows: -

1. That all sums given as advance or credit by the Engineer to the Contractor as aforesaid shall be employed by the Constructor in or toward the execution of he said works and for no other purpose whatsoever.

2. That the material for which the advance or credit is given are offered to and accepted by the Engineer as security and are absolutely the Contractor's own property and free from encumbrances of any kind the Contractor will not make any application for or receives further advance or credit on the security or material which are not absolutely his own property and free from encumbrances of any kind and the Contractor shall indemnify the Engineer against any claims to any material in respect of which advance or credit has been made to him as aforesaid.

3. That the said material and all other material on the security of which any further advance or advances or credit may be given as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the direction of the Engineer and in terms of said agreement.

4. That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper safe custody and protection against all risks of the said material and that until used in the construction as aforesaid the material shall remain at the site of the said works in Contractor's custody and on his responsibility and shall at all times be open to inspection by the Engineer. In the events of the materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in greater degree than in due to reasonable use and wear thereof the Contractor will replace the same with other materials of like quality of repair and make good the same as required by the Engineer.

5. The said material shall not on any account be removed from the site of work expect with the written permission of the Engineer.

6. That the advance shall be repayable in full when or before Contractor receives payment

from the Engineer of the price payable to him for the said work under the term and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done then on the occasion of each payment the Engineer will be at liberty to make a recovery from the Contractor's bill from such payments by deducting there from the value of the said materials than actually used in the contraction and in respect of which recovery has not been made previously. The value of this purpose being determined in respect of each description of materials at the rates at which the amounts of the advance as made under these presents was calculated.

7. That the Contractor shall at any time make at any default in the performance of observance in respect of any of the terms and provisions of he said agreement or of that provisions the total amount of the advance or advances that may still be owing to the Engineer, shall immediately on the happening of such default be repayable by the Contractor to the Engineer together with interest thereon at 12% p.a. from the date of respective dated to such advance or advances to the date of payment and with all costs. Damages and expenses incurred by the Engineer in or for recovery hereof or the Contractor hereby covenants and agrees with the Engineer to repay and pay the same respective to him accordingly.

8. That the Contractor hereby charges all the said materials with the repayment to the Engineer of all sums advances or credit as aforesaid and all costs. Charges, damages and expenses payable under these presents PROVIDED ALWAYS it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and wherever the covenant for payment and repayment herein before contained shall be become enforceable and the money owing shall not be paid in accordance therewith. The Engineer may at any time thereafter adopt all or any of the following courses he may deem best:-

   a. Seize the utilize the said material or any part thereof in the completion of the said works in accordance with the provision in that behalf contained in the said agreement debating the Contractor with the actual cost of effecting such completion and the amount due in respect of advance or credit under these presents and crediting the Contractor with value of work done as if he has carried it out in accordance with the said agreement and the rates thereby provided if the balance is against the Contractor is to pay the same to the Engineer on demand.

   b. Remove and sell by public action the seized materials or any part thereof and out of the money arising from the sale repay the Engineer under these presents and pay over the surplus (if any) to the Contractor.

   c. Deduct all or any part of the moneys owing from any sums due to the contractor under said agreement.

9. Expect in the event of such default on the part of contractor as aforesaid, interest or the said advance shall not be payable.

10. That in the event of conflict between the provisions of these presents and the said

agreements, the provision of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents, the settlement of which has not been hereinbefore expressly provided for the same shall so far as is lawful be subject to jurisdiction of Local court only.

IN WITNESS whereof the said the Engineer and the Contractor hereunto set their respective hands and seals the day year first above written.

Signed, Sealed and delivered by

Contractor The Engineers

ANNEXURE-XXII

PROFORMA OF INSURANCE SURETY BOND FOR PERFORMANCE SECURITY/ADDITIONAL PERFORMANCE SECURITY (if applicable)

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

To

…….

……..

Re: Insurance Surety Bond in respect of Contract No/NOA No……Dated……Between…….(Name of the Company) and…….(Name of the Contractor/Seller)

WHEREAS… … … … … … … (Name and address of the Contractor/Seller) (herein after called "the Contractor/Seller ") has entered into a contract made as per Notification of Award/Supply order/ letter of acceptance……dated……..(herein after called the said contract) with……..(name of the Company) (hereinafter called "the Company") to execute…… (name and brief description of supply order/work) on the terms and conditions contained in the said Contract.

It has been agreed that the Contractor/Seller shall furnish a Performance Security/Additional Performance Security (if applicable) in the shape of Insurance Surety Bond from an Insurer/Surety Company registered with and approved by the Insurance Regulatory and Development Authority of India (IRDAI) to issue surety bonds, 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 Insurance Company/Surety) having its Registered Office/Branch Office at……have, at the request of the Contractor/Seller, agreed to furnish this Insurance Surety Bond by way of Performance Security/Additional Performance Security (if applicable).

NOW, THEREFORE, we the……..Insurance Company (herein after called "the Surety") hereby, unconditionally and irrevocably, guarantee and affirm as follows:

The Surety do hereby irrevocably guarantee and unconditionally agree that the Surety shall on its first written demand, and without any objection, demur and without any reference to the Contractor/Seller, pay to the Company the said sum of……..or such portion as shall then remain due without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Surety to pay the sum, or the company having failed to compel such payment by the Contractor/Seller.

Any such demand shall be conclusive as regards the liability of the Contractor/Seller to the Company and as regards the amount payable by the Surety under this Bond. The Surety shall not be entitled to withhold payment on the ground that the Contractor/Seller has disputed its liability to pay or has disputed the quantum of the amount or that any settlement of dispute proceeding is pending between the Company and the Contractor/Seller regarding the claim.

The Surety further agrees that the Bond 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/Seller and the Company, the Surety shall renew the period of the Insurance Surety Bond 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 Bond shall remain in force until the dues of the Company in respect of the said sum of Rs……..and Company's interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Contractor/Seller and discharged the guarantee.

The Surety further agrees with the Company that the Company shall have the fullest liberty without consent of the Surety 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/Seller and to forebear to enforce any of the terms and conditions relating to the said Contract and the Surety shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor/Seller or to any forbearance, act or omissions on the part of the Company or any indulgence by the Company to the Contractor/Seller 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.

This Insurance Surety Bond shall also be operative at our Office located at……(detailed address), from whom, confirmation regarding issue of this Bond or extension/renewal thereof shall be made available on demand.

Any notice by way of request, demand or otherwise hereunder may be sent by post/e-mail/Fax addressed to the issuing office / operative office of the Surety, which shall be deemed to be a sufficient demand notice. Surety shall effect immediate payment thereof forthwith through electronic fund transfer to CIL's designated bank account.

The details of outstation office of the Insurance Company/Surety issuing the Insurance Surety Bond are as below:

i) Complete Postal Address with PIN Code:……

ii) IRDAI Registration No.:……..

iii) GSTIN:……

iv) Telephone No.:……

v) Fax No.:……..

vi) Email ID:……

The details of Local Operating Office (if any) of the Insurance Company/Surety issued the Insurance Surety Bond are as below:

i) Complete Postal Address with PIN Code:……

ii) IRDAI Registration No.:……..

iii) GSTIN:……..

iv) Telephone No.:……..

v) Fax No.:……

vi) Email ID:……

Whenever there is change in postal address and/or other details of this office issued the Bond and/or the operative office, we… … … . (the issuing Insurance Company/Surety) will ensure

to intimate respective Area, being the beneficiary, of such changed address, telephone number, fax number and e-mail ID.

The Surety hereby undertakes that it shall be the primary and sole responsibility of the Surety to transmit the original executed Insurance Surety Bond (along with requisite non-judicial stamp paper / e-stamp certificate and digital verification credentials) directly to the Company / Coal India Limited (or its designated Subsidiary / Area Office) through Registered Post / Speed Post / secure authorized courier, with an advance authenticated copy transmitted via official corporate email domain of the Surety to the designated email address of the Company. Any physical submission routed through the Contractor shall only be deemed provisional and operative upon receipt of direct official confirmation and original documentation from the Surety.

The Surety unconditionally and irrevocably agrees, confirms, and covenants that upon making any payment to the Company under this Bond, the Surety shall have no right of subrogation, indemnity, lien, set-off, counter-claim, or any recourse whatsoever against the Company / Coal India Limited, its directors, officers, or representatives in respect of any such sums paid or any dispute arising out of or in connection with the underlying Contract. The Surety's rights of subrogation, recovery, or reimbursement, if any, shall be enforceable strictly and exclusively against the Contractor and its assets, and the Surety shall not implead or hold the Company liable in any recovery, arbitral, or judicial proceedings initiated against the Contractor.

Clause for Verification and Authenticity of Insurance Surety Bond: The Surety shall, upon issuance or any renewal/amendment hereof, transmit an independent confirmation directly from its official corporate email domain ([official email of Surety]) to the Company's designated email address ([official email of CIL]), validating the Bond number, secured amount, and validity period preferably within 5 working days. The Surety further undertakes that the authenticity of this Bond can be independently verified by the Company via the digital QR code/secure verification URL embedded on this document or through the official IRDAI-registered online portal of the Surety. The Surety shall not dispute, delay, or repudiate any liability or demand on grounds of internal procedural non-compliance, defective authority, or communication delay

Matter relating to any dispute or difference arising out of this Surety Bond shall be subject to the jurisdiction of local court only. The laws applicable to this Surety Bond shall be the laws in force in India.

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

** Kindly refer the relevant clause of respective Manual for validity period of Insurance Surety Bond.*

NOTE: A claim period of 90 days beyond validity period is to be provided by the Surety.

This Bond will not be discharged due to the change in the constitution of the Insurance Company/Surety or the Contractor/Seller.

We hereby declare that we are authorised to execute this Insurance Surety Bond.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Insurance Company/Surety by:

(Signature):……..

(Name):……

(Designation):……

(Code):……

(Address):……

"The Insurance Surety Bond as referred above shall be operative at our office at Nagpur payable at Nagpur"

(Bid Document shall specify town/city of the operative office. Insurance Surety Bond shall specify name of the office with address of the specified town/city)

NOTE: -

1. **The department shall ensure extension of Bond period in case of extension of time.**
2. **The claims shall be lodged only through the designated official e-mail ID i.e. gmcivil.wcl@coalindia.in or socivil-blr.wcl@coalindia.in.**
3. **The Surety shall be required to remit the claimed amount within 24 (Twenty-Four) hours of lodging of the claim through the designated official email ID.**
4. **The Surety shall, upon issuance or any renewal/amendment hereof, transmit an independent confirmation directly from its official corporate email domain to the Company's designated email address, validating the Bond number, secured amount, and validity period preferably within 5 (five) working days.**

ANNEXURE-XXIII

PROFORMA OF INSURANCE SURETY BOND FOR RELEASE OF RETENTION MONEY DEDUCTED FROM RUNNING ON ACCOUNT BILLS

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

To

…….

……..

Re: Insurance Surety Bond in respect of Contract No/NOA No……Dated……..Between……(Name of the Company) and……..(Name of the Contractor/Seller)

WHEREAS… … … … … . (Name and address of the Contractor/Seller) (herein after called "the Contractor/Seller ") has entered into a contract made as per Notification of Award/Supply order/ letter of acceptance… … … … … … … … . dated… … . . (herein after called the said contract) with……..(name of the Company) (hereinafter called "the Company") to execute…….(name and brief description of supply order/work) on the terms and conditions contained in the said Contract.

It has been agreed that the Contractor/Seller shall furnish Insurance Surety Bond from an Insurer/Surety Company registered with and approved by the Insurance Regulatory and Development Authority of India (IRDAI) to issue surety bonds, for a sum of Rs. _for release of equivalent amount of Retention Money as per Terms and Conditions of the said Contract.

We… … … … . (name of the Insurance Company/Surety) having its Registered Office/Branch Office at have, at the request of the Contractor/Seller, agreed to furnish this Insurance Surety Bond by way of Retention money.

NOW, THEREFORE, we the……Insurance Company (herein after called "the Surety") hereby, unconditionally and irrevocably, guarantee and affirm as follows:

The Surety do hereby irrevocably guarantee and unconditionally agree that the Surety shall on its first written demand, and without any objection, demur and without any reference to the Contractor/Seller, pay to the Company the said sum of……or such portion as shall then remain due without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Surety to pay the sum, or the company having failed to compel such payment by the Contractor/Seller.

Any such demand shall be conclusive as regards the liability of the Contractor/Seller to the Company and as regards the amount payable by the Surety under this Bond. The Surety shall not be entitled to withhold payment on the ground that the Contractor/Seller has disputed its liability to pay or has disputed the quantum of the amount or that any settlement of dispute proceeding is pending between the Company and the Seller regarding the claim.

The Surety further agree that the Bond 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/Seller and the Company, the Surety shall renew the period of the Insurance Surety Bond 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 Bond shall remain in force until the dues of the Company in respect of the said sum of Rs……..and Company's interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Contractor/Seller and discharged the guarantee.

The Surety further agrees with the Company that the Company shall have the fullest liberty without consent of the Surety 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/Seller and to forebear to enforce any of the terms and conditions relating to the said Contract and the Surety shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor/Seller or to any forbearance, act or omissions on the part of the Company or any indulgence by the Company to the Seller 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 Surety further agrees that in case this bond is required for a longer period and it is not extended by the Surety beyond the period specified above the Surety 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.

This Insurance Surety Bond shall also be operative at our Office located at……(detailed address), from whom, confirmation regarding issue of this Bond or extension/renewal thereof shall be made available on demand.

Any notice by way of request, demand or otherwise hereunder may be sent by post/e-mail/Fax addressed to the issuing office / operative office of the Surety, which shall be deemed to be a sufficient demand notice. Surety shall effect immediate payment thereof forthwith through electronic fund transfer to CIL's designated bank account.

The details of outstation office of the Insurance Company/Surety issuing the Insurance Surety Bond are as below:

i) Complete Postal Address with PIN Code:……

ii) IRDAI Registration No.:……..

iii) GSTIN:……

iv) Telephone No.:……

v) Fax No.:……..

vi) Email ID:……

The details of Local Operating Office (if any) of the Insurance Company/Surety issued the Insurance Surety Bond are as below:

i) Complete Postal Address with PIN Code:……

ii) IRDAI Registration No.:……..

iii) GSTIN:……..

iv) Telephone No.:……..

v) Fax No.:……

vi) Email ID:……

Whenever there is change in postal address and/or other details of this office issued the Bond and/or the operative office, we… … … … … . . (the issuing Insurance Company/Surety) will ensure to intimate respective Area, being the beneficiary, of such changed address, telephone number, fax number and e-mail ID.

The Surety hereby undertakes that it shall be the primary and sole responsibility of the Surety to transmit the original executed Insurance Surety Bond (along with requisite non-judicial stamp paper / e-stamp certificate and digital verification credentials) directly to the Company / Coal India Limited (or its designated Subsidiary / Area Office) through Registered Post / Speed Post / secure authorized courier, with an advance authenticated copy transmitted via official corporate email domain of the Surety to the designated email address of the Company. Any physical submission routed through the Contractor shall only be deemed provisional and operative upon receipt of direct official confirmation and original documentation from the Surety.

The Surety unconditionally and irrevocably agrees, confirms, and covenants that upon making any payment to the Company under this Bond, the Surety shall have no right of subrogation, indemnity, lien, set-off, counter-claim, or any recourse whatsoever against the Company / Coal India Limited, its directors, officers, or representatives in respect of any such sums paid or any dispute arising out of or in connection with the underlying Contract. The Surety's rights of subrogation, recovery, or reimbursement, if any, shall be enforceable strictly and exclusively against the Contractor and its assets, and the Surety shall not implead or hold the Company liable in any recovery, arbitral, or judicial proceedings initiated against the Contractor.

Clause for Verification and Authenticity of Insurance Surety Bond: The Surety shall, upon issuance or any renewal/amendment hereof, transmit an independent confirmation directly from its official corporate email domain ([official email of Surety]) to the Company's designated email address ([official email of CIL]), validating the Bond number, secured amount, and validity period preferably within 5 working days. The Surety further undertakes that the authenticity of this Bond can be independently verified by the Company via the digital QR code/secure verification URL embedded on this document or through the official IRDAI-registered online portal of the Surety. The Surety shall not dispute, delay, or repudiate any liability or demand on grounds of internal procedural non-compliance, defective authority, or communication delay

Matter relating to any dispute or difference arising out of this Surety Bond shall be subject to the jurisdiction of local court only. The laws applicable to this Surety Bond shall be the laws in force in India.

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

** Kindly refer the relevant clause of respective Manual for validity period of Insurance Surety Bond.*

NOTE: A claim period of 90 days beyond validity period is to be provided by the Surety.

This Bond will not be discharged due to the change in the constitution of the Insurance Company/Surety or the Seller.

We hereby declare that we are authorized to execute this Insurance Surety Bond.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Insurance Company/Surety by:

(Signature):……..

(Name):……

(Designation):……

(Code):……

(Address):……

"The Insurance Surety Bond as referred above shall be operative at our office at Nagpur payable at Nagpur"

(Bid Document shall specify town/city of the operative office. Insurance Surety Bond shall specify name of the office with address of the specified town/city)

NOTE: -

1. **The department shall ensure extension of Bond period in case of extension of time.**
2. **The claims shall be lodged only through the designated official e-mail ID i.e. gmcivil.wcl@coalindia.in or socivil-blr.wcl@coalindia.in.**
3. **The Surety shall be required to remit the claimed amount within 24 (Twenty-Four) hours of lodging of the claim through the designated official email ID.**
4. **The Surety shall, upon issuance or any renewal/amendment hereof, transmit an independent confirmation directly from its official corporate email domain to the Company's designated email address, validating the Bond number, secured amount, and validity period preferably within 5 (five) working days.**