

Ref No: MCL/HQ/E&T/19/9213

Dated: 17/03/2019

SUBJECT: Pre- NIT Meet for the work “Pilot Project for Applicability of Drone (RPA) Based Applications in MCL.”

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MCL intends to invite tenders for the subject work. The complete set of Draft Tender Document containing the details of BOQ, General terms and Conditions, Scope of Work and Special Terms and Conditions are available for reference in the websites [www.coalindiatenders.gov.in](http://www.coalindiatenders.gov.in), [www.eprocure.gov.in](http://www.eprocure.gov.in) and [www.mahanadicoal.gov.in](http://www.mahanadicoal.gov.in), from where the documents may be downloaded.

Interested bidders may study the draft NIT carefully and upload their suggestions in pdf format against the Draft Tender Document in the CIL Tender Portal [www.coalindiatenders.gov.in](http://www.coalindiatenders.gov.in) after getting themselves enrolled on this portal, free of cost, with their 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, upto 27/03/2019. Alternatively, it may be submitted via email to [hod-ent.mcl@coalindia.in](mailto:hod-ent.mcl@coalindia.in) upto 11.00 am on 29/03/2019, or in Off-line mode so as to reach on or before 29/03/2019 to the DGM (E&T), Mahanadi Coalfields Limited, P.O. Jagruti Vihar, Burla, Dist. Sambalpur (Odisha), 768020

Interested bidders are requested to attend the Pre-NIT meeting on 29/03/2019, at MCL HQ, Jagruti Vihar, Burla, Sambalpur - 768020, so that NIT Specifications/ Parameters can be discussed. Bidders who have not submitted their comments/ suggestions may also attend the Pre-NIT meeting.

Subsequent to Pre-NIT meeting, fresh NIT shall be floated for submission of offer through on-line in e-procurement system of CIL on the website [www.coalindiatenders.gov.in](http://www.coalindiatenders.gov.in). Participation in Pre-NIT meeting shall not be a criterion to participate in the tender of the subject work.

MCL is in no way bound to accept/ include any/ all the suggestions/ comments offered by the prospective bidders in the final NIT.

**Note: MCL reserves the right to change the scope of work indicated above, which may include change in the area / parts of mines to be covered, to add/ delete the items in the BOQ and accordingly the value of work may change, at the time of actual tendering. MCL also reserves the right to change the terms and conditions at the time of actual tendering.**

**HoD (E&T), MCL**



## DRAFT NIT for PRE-NIT Meeting

Ref. No.: **MCL/HQ/E&T/e-Tender/19/9212**

Dated: **17/03/2019**

### e-TENDER NOTICE

1. Tenders are invited on-line 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                                                              | Estimated Cost of Work<br>(Including GST)<br>(In Rs.) | Earnest Money (In Rs.) | Period of Completion<br>(In Days)                                            |
|----------------------------------------------------------------------------------|-------------------------------------------------------|------------------------|------------------------------------------------------------------------------|
| <b>Pilot Project for Applicability of Drone (RPA) Based Applications in MCL.</b> | <b>1,26,08,300.00</b>                                 | <b>1,57,700.00</b>     | <b>142</b><br>(including upto 42 days for commencement of flight operations) |

**Note:** (i). Reverse Auction in Tender(s) is applicable for estimated cost of work equal to or more than Rs.1.00(One) Crore issued from MCL HQ.

- (ii). For Site visit of location of work, the prospective bidder(s) may contact **DGM (E&T), MCL HQ**, (Cell No. 9438879987).

| Tender inviting authority                                                   | Contact Person(s)/Tender Dealing Officer(s)                                 |
|-----------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| Sri KSA Selvan, DGM (E&T), MCL - Contact No 9438879987 (M), 0663 2542900(L) | Sri Harsimrenjit Singh, Dy. Manager (E&T), MCL - Contact No. 9437156971 (M) |
|                                                                             | Sri B. S. Akhawat, Dy. Manager (E&T), MCL - Contact No. 9437068549 (M)      |

**e- Procurement Help desk, MCL, Burla – 0663 – 2542264, 2542695, support – [eproc@nic.in](mailto:eproc@nic.in)**

### 2. Time Schedule of Tender :

| Sl. No. | Particulars                                  | Date                                                                               | Time        |
|---------|----------------------------------------------|------------------------------------------------------------------------------------|-------------|
| a.      | Tender e-Publication date                    | 18/03/2019                                                                         | 18.30 Hours |
| b.      | Document download start date                 | 19/03/2019                                                                         | 10.00 Hours |
| c.      | Document download end date                   | 27/03/2019                                                                         | 17.00 Hours |
| d.      | Bid Submission start date                    | 19/03/2019                                                                         | 10.00 Hours |
| e.      | Bid submission end date                      | 27/03/2019                                                                         | 17.00 Hours |
| f.      | Start date for seeking Clarification on-line | 19/03/2019                                                                         | 10.00 Hours |
| g.      | Last date for seeking Clarification on-line  | 25/03/2019                                                                         | 17.00 Hours |
| h.      | Date of Pre-bid Meeting (applicable if any)  | N.A.                                                                               |             |
| i.      | Bid Opening date                             | 29/03/2019                                                                         | 11.00 Hours |
| J       | <b>Reverse Auction Date</b>                  | During working hours and within 02(two) hours after opening of bid(s) on same day. |             |

**Note:** The auto extension of submission of bid shall be applicable as per details mentioned in clause no.15 of NIT.

### 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 MCL'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 MCL 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 MCL'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 MCL 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.
- 3.2 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.  
(Note: This sub-clause is applicable only in case of tenders whose estimated cost of work equal to or less than **Rs.5.00(Five) Lakhs** on which PAPs are allowed to participate).

- 3.3 If the bidder defaults in satisfying Techno-commercial criteria, full EMD will be forfeited.

#### 3. **Pre-bid Meeting :**

The pre-bid meeting if applicable shall be held in the office of Dy. General Manager (E&T), MCL HQ, Jagruti Vihar, Burla, Sambalpur, Odisha – 768020, 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.

#### 3. **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 and company having eligibility to participate as per eligibility criteria stipulated in clause No.8 of NIT and having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA.

*Note: Joint Venture shall not be allowed for participation in the bid with estimated cost of work put to tender up to Rs. 2.00 (two) crores..*

### 8. **Eligibility Criteria :**

#### A. **Work Experience:**

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

One similar **completed work** costing not less than the amount equal to **80%** 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**

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

In case the bidder is not a prime contractor, but a sub-contractor, the bidder's experience as sub-contractor will be taken into account against suitable document(s) that contract in support of qualification is a sub-contract in compliance with the provision of such sub-contract(s) in the original contract awarded to prime contractor.

The work experience of the bidder for those works only shall be considered for evaluation purposes, which are completed on or before the last day of month previous to one in which e-Tender has been invited (i.e. e-Publication date of NIT). The experience of incomplete/ongoing works as on the last date of eligibility period will not be considered for evaluation.

While considering the value of completed works, the full value of completed works will be considered whether or not the date of commencement is within the said 7 (seven) years period.

The cost of executed works shall be given a simple weightage to bring them at current price level by adding 5% for each completed year (total number of days/365) after the end date of experience till the last day of month previous to one in which e-Tender has been invited.

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

***“Preparation of Orthomosaic, DTM, Contour Maps, Volume Computation by Operation of LiDAR and UAV”***

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

- i). Start date & end date of each qualifying experience (similar nature).
- ii). Work Order / Agreement Number of each experience.
- iii). Work Order Issuing authority of each experience.
- iv). Percentage (%) share of each experience (100% in case of an proprietorship firm or a partner in a partnership firm and the actual % of share in case of a Joint Venture).
- v). Executed Value of work against each experience.
- vi). 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 31<sup>st</sup> 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).

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 5% for each completed year (total number of days/365) after the end of respective financial year (i.e. 31<sup>st</sup> March) till the last day of month previous to one in which e-tender has been invited.

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

- i). Annual financial turnover of each of the last 3 (three) years ending 31<sup>st</sup> 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

- C. **Permanent Account Number(PAN)** : The bidder should possess 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 :

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

- D. **Goods and Services Tax(GST) Status of Bidder(Not Applicable for Exempted Services)**

The bidder should be either GST Registered Bidder(but not under Composition Scheme)  
**OR**  
GST unregistered Bidder

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

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

**Note:**

If turnover of bidder exceeds exemption limit, the bidder must have GST Registration as per GST Act and Rules.

- E. **Confirmation that the successful bidder shall submit, after the award of work, all documents issued by the concerned authority, as required by Civil Aviation Requirements Section-3 Air Transport Series X Part I Issue I, Dated 27 August, 2018 Effective 01<sup>st</sup> December 2018**

The bidder should confirm that they shall submit, after the award of work, all documents issued by the concerned authority, as required by **Civil Aviation Requirements Section-3 Air Transport Series X Part I Issue I, Dated 27 August, 2018 Effective 01<sup>st</sup> December 2018**, issued by the Director General of Civil Aviation, Government of India, in line with the category of Remotely Piloted Aircraft System (RPAS) or Unmanned Aircraft System (UAS), proposed to be used for this work, and the Remote Pilot associated with it, if any.

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

Confirmation in the form of Yes/No regarding submission, after the award of work, of all documents issued by the concerned authority, as required by **Civil Aviation Requirements Section-3 Air Transport Series X Part I Issue I, Dated 27 August, 2018 Effective 01<sup>st</sup> December 2018**, issued by the Director General of Civil Aviation, Government of India, in line with the category of Remotely

Piloted Aircraft System (RPAS) or Unmanned Aircraft System (UAS), proposed to be used for this work, and the Remote Pilot associated with it, if any.

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.

(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.

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 Experience<br>(Ref. Clause No.8(A) of NIT)                                                                                     | Satisfactory Work Completion Certificate issued by the employer against the experience of similar work containing all the information furnished by bidder on-line.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 2.      | Financial Turnover<br>(Ref. Clause No.8(B) of NIT)                                                                                  | Financial Turnover certificate for last 3 (three) financial years issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 3.      | Permanent Account Number<br>(Ref. Clause No.8I of NIT)                                                                              | PAN card issued by Income Tax department, Govt.of India.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 4.      | Goods and Services Tax (GST) Status of Bidder <b>(Not Applicable for Exempted Services)</b><br>(Ref. Clause No.8(D) of NIT and BOQ) | <p>The following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ sheet:</p> <p>a) Status: GST registered Bidder(but not under Composition Scheme)</p> <p>Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.</p> <p>b) Status: GST unregistered bidder</p> <p>Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder in compliance with the relevant GST rules of India.</p> <p><b>Note: If turnover of bidder exceeds exemption limit, the bidder must have GST Registration as per GST Act and Rules.</b></p> |
| 5.      | Legal Status of the bidder                                                                                                          | Document(s) covered under any one of the following sub-head(s):<br>1. Affidavit or any other document to prove proprietorship/Individual status of the bidder.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

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|                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 2. Partnership deed containing name of partners.<br>3. Memorandum & Article of Association with certificate of incorporation containing name of bidder.                                                                                                                                |
| 6.                                                                                                                                                                                                                                                                                                                                        | Digital Signature Certificate (DSC)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | If the bidder himself is the DSC holder bidding on-line then no document is required .<br>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. |
| 7.                                                                                                                                                                                                                                                                                                                                        | Undertaking by Bidder/s on his/her/their Letter Head regarding genuineness of the information furnished by him on-line and authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility, as per the format given in the bid document at Annexure VI.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                        |
| 8                                                                                                                                                                                                                                                                                                                                         | <b>Written Consent regarding Arbitration Clause</b> on his/her/their Letter Head as per <b><u>Annexure-VIII.</u></b><br><u>Note:</u><br><i>1. In case of Proprietorship firm or Limited Company, this document is digitally signed by the DSC holder authorized by the bidder in case of Proprietorship or Director(s)/Managing Director of Limited Company in case of Limited Company. Hence, no physical signature is required.</i><br><i>2. In case of Partnership firm/Joint Venture(JV), this document is to be signed by all the Partners of the Partnership Firm / Joint Venture(JV) firm.</i><br><i>3. In case of Project Affected Person(s) (PAPs) firms, this document is to be signed by all the partners of the PAPs who have formed Partnership firm and if the PAPs have formed co-operative society, this document is to be signed by any legally acceptable authorized signatory of the co-operative society, approved through the Resolution of the co-operative society.</i> |                                                                                                                                                                                                                                                                                        |
| 9                                                                                                                                                                                                                                                                                                                                         | Letter of Bid by Bidder/s on his/her/their Letter Head as per Annexure-XI.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                        |
| 10.                                                                                                                                                                                                                                                                                                                                       | Any other document to support the qualification information as submitted by bidder on-line.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                        |
| Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                        |

**c. Letter of Bid(LoB):** The format of Letter of Bid (as given in the NIT) will be downloaded by the bidder and will be printed on Bidder's letter head and the scanned copy of the same will be uploaded during bid submission in cover-I. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information, which contradicts the content and spirit of the original format of LoB.

The Letter of bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Letter of Bid (LoB) bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the Letter of Bid.

If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the LoB shall be requested under the head Confirmatory documents and subsequently accepted or rejected as applicable.

**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 (but not under Composition Scheme)
- II). Status: GST unregistered bidder

The rates quoted by the bidder will be excluding GST and GST component ( to be paid by MCL 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.

### **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 MCL 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 MCL 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 MCL 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, MCL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

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

Tender (Cover-I and Cover-II) will be decrypted and opened online by the “Bid Openers” with their Digital Signature Certificates on the prescheduled date & time of Tender Opening. From now on there will be two cases, one is tender and other is tender-cum-auction.

**Tenders:** In case of tenders, after opening of bid, comparative statement showing the status of bidders will be generated.

**Tender-cum-auction:** In this case after the opening of bid, the system will show lowest rate quoted by bidder(L1). The auction (reverse) will have to be created for tender, with estimated cost put to tender is equal to or more than Rs.1.00 (one) Crore after opening of bid.

#### **13. Tender / Tender cum auction evaluation:**

- A. After opening of Price-bid( after finishing reverse auction in case of tender cum auction), the documents submitted by L-1 bidder in cover I as enlisted in the NIT will be downloaded by the Evaluator and shall be put up to the Tender Committee. The tender Committee will examine the uploaded documents against information/declarations furnished by the L1 bidder online. If it confirms to all of the information/declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be considered eligible for award of Contract.
- B. In case the Tender Committee finds that there is some deficiency in uploaded documents by L1 bidder then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing **07 days (07 x 24 hours)** time for online re-submission by L1 bidder. The L-1 bidder will get this information on his/her/their personalized dash board under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/information on his/her/their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder will upload the scanned copy of all those specified documents in support of the information/declarations furnished by them online within the specified period of **07 days**. If the L1 bidder fails to submit the specified document/s in **07 (Seven) days, 05 more days (05 x 24 hours)** of time may be given by Evaluator clearly indicating the omissions / shortcomings in the uploaded documents and indicating start date and end date for submission of such document/s.
- C. The tender will be evaluated on the basis of documents uploaded by L-1 bidder online. The L-1 bidder is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
- D. In case the L-1 bidder submits requisite documents online as per NIT, then the bidder will be considered eligible for award of Contract.
- E. In case the L-1 bidder fails to submit requisite documents online as per NIT or if any of the information/declaration furnished by L-1 bidder online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder, then his bid shall be rejected and 100% of EMD will be forfeited.
- F. In case the L1 bidder is technically eligible but rejection is due to high rate quoted by him/her then the tender shall be cancelled and retendered.
- G. In case the L1 bidder is rejected due to noncompliance of confirmatory documents then the L2 bidder will become L-1 bidder and confirmatory documents of this bidder shall be evaluated by TC and the process shall be followed as mentioned in clause no. A to E above.
- H. The process as mentioned at Cl. G shall be repeated till the work is either awarded or all the eligible bidders are exhausted.
- I. In case none of the bidder complies the technical requirement, then re-tender will be done (with the same or different quantity, as per the instant requirement).
- J. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned in clause no.9(b) titled- Confirmatory Documents.

K.

#### **14. General guidelines and Process Flow for Tender cum Auction:**

General guidelines and Process Flow for Tender cum Auction, if applicable are as under:-

- A. The Reverse Auction Process in Tender(s) is applicable for estimated cost of work equal to or more than Rs.1.00 Crore, invited from MCL.
- B. Reverse Auction will be initiated after opening of price bids, as specified by Tender Inviting Authority(TIA) as detailed below.
- C. There will be no participation fees for e-Reverse auction.

- D. Upon opening of the price bids, a reverse auction platform will be created, displaying only the L1 price received. No indication will be available in the portal to anybody regarding number of bids and names of the bidders.

H1 bid will be eliminated during price bid opening, if more than three techno-commercially acceptable bids are available as per the evaluation done by system and such bidder will not be allowed to participate in reverse auction. If two or three bidders have quoted same H1 land cost (i.e. Cost to company), the bidder(s) who submitted/frozen the bid later, shall be rejected and will not be allowed to participate in reverse auction.

- E. System displays L1 cost to company price automatically in auction creation form and allows Tender Inviting Authority(TIA) to edit the value as '**Start Bid Price'(SBP)**'. For the time being L1 Price or **(approved estimated / Justified Price excluding GST + applicable GST including GST compensation cess, if any, taking into consideration Input Tax Credit, if applicable) +10%**, whichever is lower will be the '**Start Bid Price'(SBP)**' for tenders for works and services. If the L1 price is higher than the Start Bid Price **as above** and the RAP is not triggered within the scheduled time, the cases will be retendered.

**NOTE:** (i). L1 price is inclusive of **GST** component as applicable as per the status of **GST** category chosen by Bidder in Bill of Quantity(BOQ) template for the Case-1 i.e. **Supply** for which **INPUT TAX CREDIT** is not available to the Company.

(ii). L1 price is exclusive of **GST** component to be deposited by bidder as applicable as per the status of **GST** category chosen by Bidder in Bill of Quantity(BOQ) template for the Case -2 i.e. **Supply** for which **INPUT TAX CREDIT** is available to the Company.

(iii). Justified price is inclusive of maximum impact of **GST** component for the Case-1 i.e. **Supply** for which **INPUT TAX CREDIT** is not available to the Company.

(iv). Justified price is exclusive of **GST** component for the Case-2 i.e. **Supply** for which **INPUT TAX CREDIT** is available to the Company.

- F. At the end of reverse auction, the bidder(s) has to submit break up of prices confirming to the lowest landed rate(cost to company) quoted by him in reverse auction. In case of item rate composite works tenders, the reverse auction will be conducted on the composite cost to company price. The successful bidder has to proportionately reduce the item rates while submitting the break up of composite price.

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

- H. The decrement value will be 0.5% of the Start Bid Price (**SBP**) with minimum of Rs.1/-, as the system does not have a provision of taking amounts less than Rs.1/- as decrement value. The reduction shall have to be made as per decrement value or in multiple thereof.

**The maximum seal Percentage will be fixed as 2.0% of Start Bid Price/Last quoted price during reverse auction, whichever is lower.**

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

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

and so on .....

- I. Initial period of reverse auction will be 02(two) hours, which shall be reckoned during working hours and within 02(two) hours after opening of bid(s) on same day. There will be auto extensions of time every time by 10(ten) minutes in case of any reduction recorded in the last 10(ten) minutes. The reverse auction will come to a close only when there is no further reduction recorded in the last 10(ten) minutes slot.
- J. System protects bid and bidder information till auction gets over and displays current L1 price to the bidder in auction hall.
- K. System provides bidder details along with bid documents at the end of reverse auction process.
- L. The log details of the entire reverse auction process will be generated by the system once the process of reverse auction is completed.
- M. If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the price bid shall be considered as the valid price of that bidder. The status of the bidder (L1, L2 etc) shall be evaluated considered either the bid price submitted in Reverse auction or the Price quoted in the price bid, whichever is lower.
- N. Since, reverse auction is a sequel to e-tender, the process of finalizing the tender upon completion of reverse auction will be same as the tender process without reverse auction.
- O. Business rules like event date, time, methodology of start bid price and bid decrement value, extensions, etc. also shall be indicated in NIT for information of bidders.
- P. MCL will provide the calculation sheet (e.g.:EXCEL sheet) which will help to arrive at "Total Cost to MCL" by the vendor, like Taxes and duties, Insurance, [GST](#) etc, to enable them to fill-in the price and keep it ready for keying in during the Reverse auction.
- Q. The bid history shall reflect only the landed price. The landed price shall also not be same for two bidders even if any bidder makes such an attempt.
- R. Only the chronologically last bid submitted by the bidder till the end of the auction shall be considered as the valid price bid of that bidder. Any bid submitted earlier by the bidder prior to submission of his last bid will not be considered as the valid price bid.
- S. Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. This would be visible to all concerned.
- T. On expiry of the closing of the auction, the bid history showing all the last valid bids offered along with name of the bidders shall be published. All bidders shall have the facility to see and get a print of the same for their record.
- U. All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by that bidder and acceptance of the same by MCL will form a binding contract between MCL and the bidder for entering into a contract.
- V. Conditional discounts shall not be considered. If a bidder offers a discount unilaterally after submission of bid, the discount shall not be considered for evaluation of offers but shall be availed if order is placed on such tenderer.
- W. If the lowest price received during reverse auction is unreasonable or it is unacceptable on ground of being too high or too low compared with Justified price, the management reserves right to seek justification of the price from lowest bidder. If the price is not considered reasonable, management may not accept such bid and go for another tender process.
- X. In case of disruption of service at the service provider's end while the RAP is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP process will start all over again. In such a situation, the last recorded lowest price of prematurely ended RAP, will be the 'Start Bid' price for the restarted RAP. The prices quoted in the prematurely

ended RAP will be binding on all the bidders for consideration, if the restarted RAP does not trigger within the stipulated time.

Disruption and restarting of RAP shall be intimated to all the bidders through system/SMS/e-mail through the procurement portal. All the time stipulations of normal RAP will be applicable to the restarted RAP.

### **15. Auto Extension of Critical Date**

If number of bids received online is found to be less than 03(three) on end date of bid submission then the following critical dates of the Tender will be automatically extended initially for a period of 02(two) days ending at 17.00 hrs and if the number of bids still remains less than 03(three) then for another 05(five) days ending at 17.00 hrs:

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

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

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

- Notes:**
1. The validity period of tender should be decided based on the final end date of submission of bids.
  2. The auto extension shall work on the basis of number of bids received only. It may so happen that any of these bids may be eventually rejected during Tender Opening, Technical evaluation or further process of evaluation resulting the total number of valid bids becoming less than 03(three).
  3. After two extensions, the tender shall be opened irrespective of available number of bids on the extended date of opening of tender.

### **16. One Bid per Bidder :**

Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a Public Limited / Private Limited Company or any legal entity. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

### **17. 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). The EMD of successful bidder (on Award of Contract) will be retained by MCL and will be adjusted to Performance Security Deposit.

## 18. Site Visit:

18.1 The bidder, at the Bidder's own responsibilities, cost and risk, is encouraged to visit and examine the Site of Works and its 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.

18.2 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.

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

18.4 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.

## 19. Taxes and Duties:

All duties, taxes [excluding Goods and Services Tax(GST) and 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 either payable by bidder or by company under reverse charge mechanism shall be computed by system in BOQ sheet as per pre-defined 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 **the Service Provider/contractor.**

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

Input tax credit is to be availed by **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.

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.

**20. 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.

**21. Technical Specifications:**

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

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

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

**23. Commencement of Work:**

The work should be completed within the stipulated period and the date of commencement shall be reckoned from **the next working day** of execution of agreement.

**24. 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.

**25. 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.

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

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

**27. 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.

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

The Bidder, whose Bid has been accepted, will be notified of the award on-line and also by registered post by the employer prior to expiration of the bid validity period. The L-1 bidder will get the information regarding award of work on their 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 fulfillment 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. The written contract to be entered into between the contractor and the company, shall be the foundation of the rights of both the parties and the contract shall not be deemed to be executed until the contract is signed by both the parties i.e. Contractor and the Company.

**29. Bid Validity:**

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

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

The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to take action as per clause No.30 (Modification and Withdrawal of Bid) of NIT.

**30. 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/she/they may wish.

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

**30.1 Standard Operating Procedure for Withdrawal of Bid:**

**A. Online Withdrawal of Bid:**

The system of on-line withdrawal is available on the e-procurement portal upto end date of bid submission, where any bidder can withdraw his/her/their bid which will attract no penal action from Tender Inviting Authority(TIA) of concerned department.

**B. Offline Withdrawal of Bid:**

A partner of bidder(in case of partnership firms) whose DSC is registered on the e-Procurement portal can access the portal for online withdrawal but when there is a split in the business 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/their offer (or express his disassociation from the bidder organization).

**30.2 Acceptance of Withdrawal:**

- (i). In case of withdrawal of bid by any bidder after end date of submission of bid a letter shall be sent by registered post/speed post in the address as available on the portal allowing 10(ten) days time and seeking confirmation from the bidder regarding the request for withdrawal of bid. The bidder has to confirm the withdrawal by sending a confirmation letter by Regd. Post/Speed post addressed to the Tender Inviting Authority. In case of non-receipt of any confirmation from the Bidder regarding withdrawal within stipulated period, the request for withdrawal will be ignored and Tender evaluation process will continue as usual.
- (ii). However if the concerned Bidder is a Partnership firm and if any of the partner wants to dissociate from the Bidding firm, then this would also tantamount to withdrawal of bid and above process of seeking confirmation will be followed by MCL. If the Bidding firm want to deny the dissociation of any of the partners then a legally acceptable document in support of their claim duly signed by all the partners of the bidding firm should be sent by Regd Post/Speed Post to Tender Inviting Authority. In case of non-receipt of any such

confirmation within stipulated period of **10(ten)** days, it will be construed that bidding firm has been dissolved and its bid will be treated as withdrawn.

Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

- (1). The EMD will be forfeited and
- (2). The bidder will be debarred for 01(one) year from participating in tender in MCL.

**Note:**

The penal action against clauses above will be enforced from the date of issue of such order.

a). If the bidder withdrawing his bid is other than L 1, the tender process shall go on.

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

- (iii). MCL reserves the right to cancel the Tender if offer is withdrawn by any bidder after end date of submission apart from other penal actions as stipulated else where in this document.

**31. 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.

**32. Public Enterprises preference:**

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

**33. 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.

**34. 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 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.

**35. Document(s) of Joint Venture:                      {NOT APPLICABLE}**

**36. 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.

**37. 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.

**38. 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.

**39. 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.**

**40. Integrity Pact(if applicable):**

The bidders are requested to go through the integrity pact which is a part of the tender document. Shri ....., has been nominated as Independent External Monitor(s) for this tender, whose contact details are indicated as under:-

| Name       | Address | Contact Number |
|------------|---------|----------------|
| Shri ..... |         |                |

HoD (E&T), MCL

## **SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS**

### **A. SCOPE OF WORK:**

Following is the scope of work of the successful bidder:

1. Drone(s) (Remotely Piloted Aircrafts or RPAs) fitted with high resolution RGB Camera and LiDAR Sensors should be flown daily (including Sundays and Holidays) for a period of 100 days over the following areas of MCL Lakhanpur Area, at P/O Bandhbahal via Belpahar, District Jharsuguda Odisha – 768211.

| <b>S. No</b>                             | <b>Name / Description of Area</b>                          | <b>Area</b>               |
|------------------------------------------|------------------------------------------------------------|---------------------------|
| 1                                        | Active Area for Working 2018-19, Lakhanpur OCP             | 5130650 sq. meters        |
| 2                                        | Coal Stock Heap No. LKP-1, Lakhanpur OCP                   | 30000 sq. meters          |
| 3                                        | Coal Stock Heap No. LKP-2, Lakhanpur OCP                   | 72000 sq. meters          |
| 4                                        | MGR Siding, Lakhanpur OCP                                  | 20250 sq. meters          |
| 5                                        | Y Curve Siding, Lakhanpur Area                             | 70000 sq. meters          |
| 6                                        | BOCM Siding No. 6 & 7, Lakhanpur Area                      | 56000 sq. meters          |
| 7                                        | Proposed OB Dump Site for Q-3 OB Production, Lakhanpur OCP | 613921 sq. meters         |
| <b>TOTAL AREA TO BE COVERED EACH DAY</b> |                                                            | <b>5992827 sq. meters</b> |

The flight shall be allowed only from 6 am to 7 am each day. The successful bidder has to completely cover the desired area within this time. It may be noted that all the areas mentioned above are not in continuation, and are distributed over various parts of Lakhanpur Area. You may visit Lakhanpur Area and familiarize yourself with the areas to be covered, if required, before submitting the bid.

2. Both LiDAR Sensor and High Resolution RGB Camera should be mounted on each Drone (Remotely Piloted Aircrafts or RPAs) being used.
3. Multiple Drones (Remotely Piloted Aircrafts or RPAs) may be used if necessary to cover the area within the stipulate time. If the complete area is not covered within 6 am to 7 am, the data for that day shall not be acceptable. That day shall not be counted as a day of flying operations and the successful bidder shall not be paid for that day. Additionally, penalty as per clause no. 19 of the Scope of Work & Special Terms and Conditions shall be applicable.
4. Generation of Orthophoto mosaic, Digital Terrain Model (DTM) and contour maps using UAV and integration with Minex/ Surpac Software of Lakhanpur OCP (under Lakhanpur Area, MCL).
5. Hardcopy of Orthomosaic of each area as above on the 1<sup>st</sup> and 16<sup>th</sup> of each month of operation shall be provided in 1:5000 scale. Five (5) copies of each sheet shall be provided in Glossy Paper.
6. Softcopy of the Orthomosaic in 3-dimensional dxf format of each area as above compatible with Minex/ Surpac Software as well as in geotiff format shall also be provided for each day of operation.
7. Softcopy of Point Cloud data shall be provided in .xyz format. Soft copy of DTM shall be provided in 3-dimensional dxf format for each day of operation.
8. Topographical maps, having contours at 1.0 m Interval of the whole target area shall be provided in 1:5000 scale, the 1<sup>st</sup> and 16<sup>th</sup> of each month of operation. Five (5) copies of each sheet shall be

provided in Glossy Paper. Softcopy of the topographical maps in 3-dimensional dxf as well as in Jpeg formats shall also be provided for each day of operation.

9. In case of digital photography, desired Horizontal accuracy is upto 10 cm and desired vertical Accuracy is upto 15 cm.
10. Volume measurement of the excavated and deposited coal and OB, in the areas as above using data captured by Airborne LiDAR shall be provided for each day of operation. Volumetric measurements calculated by data captured by High Resolution RGB Camera shall also be provided. MCL may ask for volumetric calculation of the total area covered, or any part thereof, which has to be provided by the successful bidder.

## **B. SPECIAL TERMS AND CONDITIONS**

1. The data of each day of flight is to be submitted to MCL, as detailed from point no. A.4 to A.10 above, within 7 days from the day of flight. The successful bidder has to provide data storage devices (Hard Discs) to MCL for storing the data. Any other useful information that can be deducted from the data generated is to be submitted in hard or soft copy, as and when required by MCL upto a period of 60 days beyond the completion of the 100 days of flying of Drones (Remotely Piloted Aircrafts or RPAs).
2. The data captured by RGB Camera should not be changed in any way to match with the LiDAR Data.
3. The successful bidder shall arrange the Boarding, Lodging and travel to and from the areas of operation each day.
4. The successful bidder has to comply with all the Civil Aviation Requirements circulated vide Civil Aviation Requirements, Section 3 – Air Transport Series X Part I, Issue I, Dated 27 August 2018, by the Director General of Civil Aviation, Government of India, and any additional statutory requirements as applicable.
5. The successful bidder, if awarded the work, will facilitate MCL, for the obtaining all the requisite permissions from all the concerned authorities, if required.
6. The successful bidder will be liable for any damage done to any person/ property while operation of UAV.
7. MCL shall not, in anyway, bear any liability for damage caused to the Drone(s) (Remotely Piloted Aircrafts or RPAs), Person or Property, if any, during the operation of the Drone(s) (Remotely Piloted Aircrafts or RPAs).
8. After Award of Work, the successful bidder has to submit the following documents:
  - i. List of Drone(s) (Remotely Piloted Aircrafts or RPAs) to be deployed for '**The Work**', along with complete specifications of the Drone(s) (Remotely Piloted Aircrafts or RPAs) as per Annexure XX of the NIT.
  - ii. Valid Identity Card of the Remote Pilot(s), issued by the Government of India.
  - iii. The successful bidder has to provide the following documents as per the category of Drone(s) (Remotely Piloted Aircrafts or RPAs) proposed to be used as detailed in Annexure XX of the NIT (as per Civil Aviation Requirements circulated vide Civil Aviation

Requirements, Section 3 – Air Transport Series X Part I, Issue I, Dated 27 August 2018, by the Director General of Civil Aviation, Government of India).

- a. Unique Identification Number (UIN) of RPA(s) issued by DGCA
- b. Certificate of Ground Training and Practical Training of Remote Pilot(s) from DGCA Approved Flying Training Organization (FTO)

The documents listed at B.8.i, B.8.ii and B.8.iii are to be submitted by the successful bidder at the time of entering into agreement. These documents will be a part of the agreement.

- iv. The successful bidder has to provide, as per the category of Drone(s) (Remotely Piloted Aircrafts or RPAs) proposed to be used as detailed in Annexure XX of the NIT (as per Civil Aviation Requirements circulated vide Civil Aviation Requirements, Section 3 – Air Transport Series X Part I, Issue I, Dated 27 August 2018, by the Director General of Civil Aviation, Government of India), the Unmanned Aircraft Operator Permit (UAOP) of RPA(s) issued by DGCA.
- v. The successful bidder has to provide any other documents as per any other additional statutory requirements, if applicable.

The documents listed at B.8.iv and B.8.v are to be submitted by the successful bidder before commencement of flight operations at the site(s).

- 9. If any Drone(s) (Remotely Piloted Aircrafts or RPAs) is required to be deployed in addition to / in place of the Drone(s) (Remotely Piloted Aircrafts or RPAs) as submitted vide B.8.i and B.8.iii above, documents of the same as per clause B.8 above shall be submitted by the Successful bidder. Only after acceptance of the submitted documents by MCL, the successful bidder shall be allowed to deploy the same for the work.
- 10. If any Remote Pilot(s) is required to be deployed in addition to / in place of the Remote Pilot(s) as submitted vide B.8.ii and B.8.iii above, documents of the same as per clause B.8 above shall be submitted by the Successful bidder. Only after acceptance of the submitted documents by MCL, the successful bidder shall be allowed to deploy them for the work.
- 11. Commencement of Flying Operations:  
The commencement of flying operations shall be as per the following schedule:
  - a. If the agreement is executed upto the 15<sup>th</sup> day of the calendar month, then the flying operations will start on the 26<sup>th</sup> day of the calendar month.
  - b. If the agreement is executed after the 15<sup>th</sup> day of the calendar month, then the flying operations will start from the 26<sup>th</sup> day of the next calendar month.
- 12. The flights at all the sites are to be operated on a continuous basis (daily, including Sundays and Holidays) for 100 days and any failure thereof, except Force Majeure Condition, shall attract penalty as per the following formula:
  - a. Value of Work per day = A
  - b. Value of Work for 100 days (Complete value of work) = B = 100 x A

Incase flights are not operated over complete area for a day (Except Force Majeure), then the penalty for that day shall be equal to 5% of value of work for that day =  $\left\{ \frac{5}{100} \times A \right\}$

This penalty shall be recoverable from the Running on Account bills or any other dues of the successful bidder.

## CONDITIONS OF CONTRACT

### GENERAL TERMS AND CONDITIONS

#### 1. Definitions

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

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

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

iv) "**Site**" means the land and places including 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.

v) 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.

vi) "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.

vii) "**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.

viii) The "**Contract**" shall mean the notice inviting tender, the tender as accepted by the Company, the work order issued to the contractor, and the formal contract agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, scope of work, frozen terms & 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.

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

## CONDITIONS OF CONTRACT

x) 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.

xi) **"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.

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

- a) in the case of turnkey / lump sum contracts the total sum for which tender is accepted by the company.
- 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 with or without any alteration as the case may be.

xiii) **"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.

xiv) **"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.

xv) **"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.

xvi) **"Department"** means the Electronics & Telecommunication Department of Coal India Limited or any of its subsidiary companies/units represented by the appropriate authority.

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

xviii) The words indicating the singular only also include the plural and vice-versa where the context so requires.

xix) **"Drawings"/"Plans"** shall mean all:

- a. drawings furnished by the owner with the bid document, if any, as a basis for proposals,
- b. working drawings furnished by the Owner after issue of letter of acceptance of the tender to start the work,
- c. subsequent working drawings furnished by the owner in phases during progress of the work, and
- d. drawings, if any, submitted by the contractor as per provision of the contract and duly approved by the owner.

xx) **"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.

## CONDITIONS OF CONTRACT

- 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 ).

**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

## CONDITIONS OF CONTRACT

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.

### 2.5 Acceptance of Offer :

"Letter of Acceptance" - is an acceptance of offer by the company. The tenderer should acknowledge the receipt of the order within 10 days of mailing of LOA and any delay in acknowledging the receipt will be treated as a breach of contract and compensation for the loss caused by such breach will be declared by the company by forfeiting EMD.

### 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 contractor 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.

### 4.0 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 and should be submitted within 28 days of issuance of LOA by the successful bidder in any of the form given below :

- a Bank Guarantee in the form given in the bid document from any Scheduled bank. The BG issued by outstation bank shall be operative at its local branch at ..... or branch at..... Bank Guarantee against Performance Security shall be applicable if the amount of Performance Security exceeds Rs. 5.0 lakhs.
- Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner.
- Demand Draft drawn in favour of ..... Coalfields Ltd on any Scheduled Bank payable at its Branch at.....

### CONDITIONS OF CONTRACT

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

**The bid security deposited may be adjusted against the Performance security (1<sup>st</sup> part of security deposit) 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.

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.

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

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

**4.3 5%** Performance Security should be refunded within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects).

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

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

However, Bank Guarantee against retention money shall be with suitable validity based on nature of work which shall be 90 days beyond the defect liability period, 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.

**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.

On completion of the entire work and issue of defect liability certificate (taking over certificate with a list of defects) by the Engineer-in-charge, one half of the security deposit remaining with the company

## CONDITIONS OF CONTRACT

(Performance Security) shall be refunded as elaborated at Cl. No.4.3.

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

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

b) In the case of building work or other work of similar nature, the refund shall be made on the expiry of the said six months period or at the end of one full monsoon period i.e. June to September, whichever is later in point of time and any defects such as leakages in roof, effloresces in walls, dampness, defects in drainage etc. should be rectified to the satisfaction of Engineer-in-Charge.

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

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

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

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

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

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

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

### **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 in the contract or for 10% of value of contract 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.

## CONDITIONS OF CONTRACT

b) Security (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.

**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.

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.

**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.

**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

## CONDITIONS OF CONTRACT

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(E&T) of the company or Staff Officer(E&T) 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(E&T) of the company or SO(E&T) 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(E&T) of the company or SO(E&T) 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.

### **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.

## CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

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

**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.

## CONDITIONS OF CONTRACT

**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.

### **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.

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

**6.1** 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.

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

OR

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

The aggregate of such compensation/ compensations shall not exceed:

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

OR

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

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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.

**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 value of the works 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 impose penalty/LD as deliberated at Clause 10. Additionally the contractor shall be debarred from participating in the future tenders for a minimum period of 12 months.

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

a) Force Majeure:

i) Natural phenomena like unprecedented flood and draught, earthquakes & epidemics.

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

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

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

For delays arising out of Force Majeure, the bidder / contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the clauses of Force Majeure and neither company nor bidder / contractor shall be liable to pay extra cost (like increase in rates, remobilization advance, idle charges for labour and materials etc.) provided it is mutually established that Force majeure conditions did actually exists.

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

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

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

**6.4.2** The contractor shall request the company in writing for extension of time within 15 days of happening of such event causing delay stating also, the period for which extension is required. The company may, considering the genuinity of the request, give a reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor in writing by the company through the Engineer-in-Charge within 1(one) month of the date of receipt of such request.

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

The opinion of the Engineer-in-charge that the period of extension granted by him is proper or necessary is not, however, final. If the contractor feels that the period of extension granted is inadequate he can appeal to the GM(E&T) / ~~CM(Civil)~~ of the company for consideration on the question whether the period of extension is or is not proper or necessary.

**6.4.4** Provisional extension of time may also be granted by the Engineer-in-Charge during the course of execution, on written request for extension of time within 15(fifteen) days of happening of such events as stated above, reserving the company's right to impose/ waive penalty at the time of granting final extension of time as per contract agreement.

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

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

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Such extension of time granted by the Engineer-in-Charge is valid provided the contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to Company's right to levy compensation under the relevant clause of the contract.

The contractor shall however use his best efforts to prevent or make good the delay by putting his 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** \* The company will supply steel both reinforcement and structural and cement at the following rates inclusive of all taxes. The contractor shall bear all the cost for transportation; handling and storage from the issuing store of the company to contractor's work site store.

- i) Reinforcement Steel \*:-
  - a) M.S. Round : Rs.
  - b) Tor Steel : Rs.
  - c) Structural Steel : Rs.
- ii) Cement \* : Rs.

**[\*delete whichever is not applicable]**

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.

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**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(E&T) 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.**

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**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 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

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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

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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

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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.

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**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 Measurement Book 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 Measurement Books.

**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 shall be signed and dated by both the parties on the site on completion of the measurement. If the contractor objects to any measurements, a note to that effect shall be made in the Measurement Book / Log Book and signed and dated by both the parties.

**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 M.B. which shall be signed and dated by both the parties. 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 the extra items of work or excess quantities of work duly authorized in writing by the Engineer-in-Charge shall also be taken and recorded in the M.B. 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. Payment for such extra items will be based on the rates to be derived as described in the relevant clauses of the contract/ work-order.

**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 prejudice 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

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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(E&T) of the company and / or the E&T In-Charge 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.

- c) Extra items of work executed will be paid on specific written authorization of GM(E&T) of the company or E&T In-Charge 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.

- 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 M.B for the work done up to the date of completion and evaluated based on the approved rates for the items in the contract agreement/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 relate 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.

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**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 arbitration or not.

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

**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(E&T) of the company in this case or any other officer nominated by GM/HoD(E&T) for the purpose.

**9.7.07** Payment Stage: The payment stage involved will be as under,

- i. Signature of Subordinate Engineer(E&T)/ EA(E&T)/ Foreman Incharge (E&T) / Foreman (E&T) or any other person as mentioned in the Final Work Order, in MB's both in pages recording measurements, abstract of bill & the duly filled in bill form.
- ii. Signature of Sr. Officer(E&T)/ Asstt. Manager(E&T) or any other person as mentioned in the Final Work Order, with appropriate check measurements in the MB's and the bill form.
- iii. *Signature of Dy. Manager(E&T)/ Manager(E&T) or any other person as mentioned in the Final Work Order, with appropriate check measurements in MB's and the bill form.*
- iv. Signature of Engineer-in-Charge as per definition as at clause 1(vii) of the General Terms and Conditions, as a token of acceptance for payment of the bill. The EIC may sign in the abstract of the bill in the MB & the bill form. In between stage iii) and iv) accountal checking may be made by the concerned Accounts Officer/ Accountant.

(In case of non-availability of officials as at (i) above, company may authorize suitable executives for the works outlined at (i). Further for check measurement also company may authorize Executives based on availability.

**9.7.08 Secured Advance:** Secured advance can be paid for items of materials required for execution of the work and covered under categories A & B and supplied by the contractor at work site, supported by necessary vouchers, challans, test certificates etc. after execution of indemnity bond as per prescribed Form of the company on non-judicial stamp paper of prescribed value.

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. Secured advance shall be payable for contracts of value above Rs.50.00 lakhs only.

Secured advance for structural steel sections, reinforcement steel and cement, collected at site, will be paid up to 75% of the corresponding stock yard prices of SAIL for the corresponding steel items and Govt.

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approved/ D.G.S.D. prices for cement, if the same exist.

In case of non-availability of Govt. approved prices of cement & steel and for the materials falling under Category - A and B the secured advance will be paid at the basic rate available in the approved schedule of rates of the company plus or minus the overall percentage on which the work was awarded, provided such rate is not more than 60% of the quoted rate of the contractor for the actual work.

At any point of time the outstanding recoverable secured advance shall not be more than 10% of the contract value.

Items against which secured advance can be granted:

#### **Category-A**

##### **Civil:**

1. Bricks.
2. Stone and brick aggregate.
3. Stones.
4. Finished products of brass, iron and steel such as doors & windows frames, wire mesh, gate, GI Sheets.
5. Pre-cast R.C.C. products such as pipes, jali, water storage tanks etc.
6. Doors & Window fittings.
7. Pipes and sanitary fittings of CI, SCI & HCI

##### **Electrical :**

1. Steel conduits
2. G.I. Pipes
3. I.C. Boards
4. Switchgears (Air circuit breakers and Air break switches)
5. C.I. Boxes.
6. A.C.S.R. Conductors
7. A.C. Plant & Machinery
8. Pumps
9. Generating sets (without oil)

Items against which secured advance can be granted:

#### **Category- B**

##### **Civil:**

1. Glazed tiles, terrazzo tiles and similar articles.
2. Marble slabs.
3. Asbestos cements products.
4. Finished timber products such as doors, windows, flush doors, particle boards (subject to mandatory test being satisfactory) etc.
5. Bitumen in sealed drums.
6. Bitumen felt.
7. Polythene pipes and fittings and tanks.
8. Sanitary fittings and pipes of S.W., porcelain and chinaware materials
9. Laminated/Safety, one way vision, and bulletproof glasses.
10. Chemical required for anti-termite treatment (in sealed drums).
11. Paints, varnishes, distempers, pigment, spirits etc.

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### **Electrical:**

1. Transformers
2. Oil-filled switch gears.
3. L.T. & H.T. Cables
4. Fans
5. Storage and Dry Batteries
6. Insulation tapes.
7. Epoxy cable compounds.
8. Electric light fittings.
9. Wooden battens, casing & capping and wooden boards.
10. Flexible wires.
11. PVC materials.
12. Oil and lubricants.
13. Rubber materials.
14. Glass wool, thermocole & other insulating materials.
15. Porcelain H.T. and L.T. insulators.

In addition to indemnity bond, for materials listed under Category-B, the contractor shall be required to provide necessary insurance cover of equivalent value of materials.

Items against which no secured advance shall be granted:

### **Civil:**

1. Glass products other than those indicated in Category-B.
2. Sand and moorum
3. Chemical compounds other than those indicated in Category-B.

### **Electrical:**

1. Glass gloves and shades
2. Bulbs and tubes
3. Petrol and diesel
4. Freon and other refrigeration gases.

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.

**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 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

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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.

#### 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 or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

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

a. To take possession of the site, 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.

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

In such an event, the contractor shall be liable for loss/damage suffered by the employer because of action under this clause and to compensate for this loss or damage, the employer shall be entitled to recover higher of the following:

i) Forfeiture of security deposit comprising of performance guarantee and retention money and additional performance security, if any, at the disposal of the employer.

Or

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

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

The contractor shall, during such suspension properly protect and ensure the works to the extent necessary and carry out the instruction of the Engineer-in-charge. If the suspension is ordered for reasons (b) & (c),

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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.

### **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

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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.

### **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.

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#### 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), One Engineer (Degree Holder), Two Engineers (Diploma Holder) |
| 2.     | 5 Crores to 10 Crores | One Resident Engineer (Degree Holder), Two Engineers (Diploma Holder)                               |
| 3.     | 2 Crores to 5 Crores  | One Resident Engineer (Diploma Holder), One Engineer (Diploma Holder)                               |
| 4.     | 50 lakhs to 2 crores  | One Resident Engineer (Graduate/ Diploma Holder)                                                    |

For works below Rs. 50 lakhs, 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.

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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, 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.

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

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

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

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

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

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

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

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

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

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

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

- 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, unloading, 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 approved by Engineer-in-Charge, in writing. Prior permission is required to be taken from the owner for engagement of sub-contractor in part work/ piece rated work.
- 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.
- 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 including payment of provident fund considered necessary and the company may arrange for witnessing the payment to the labourer by its representatives.
- 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.

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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 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.

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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 and submit certified copies of the same to the Engineer-in-Charge and the Principal Employer.

xxi) 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.

xxii) 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.

xxiii) 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.

xxiv) 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.

#### **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

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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 Defect 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:

If "as built" drawings and/or Operating and Maintenance Manual are required the contractor shall supply them by the dates as per instruction of the Engineer-in-charge.

If the contractor does not supply the drawings and/or Manual by the dates as stated above, or they do not receive the Nodal Officer or his nominee's approval, the Nodal Officer or his nominee shall withhold the amount as stated in the agreement.

### 16. Settlement of Disputes.

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

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

Effort shall be made to resolve the dispute in two stages

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

If differences still persist, the settlement of the disputes shall be resolved in the following manner:

Disputes relating to the commercial contracts with Central Public Sector Enterprises / Govt. Departments ( except Railways, Income Tax, **Goods and Services Tax(GST)** )/ State Public Sector Enterprises shall be referred by either party for Arbitration to the PMA ( Permanent Machinery of Arbitration ) in the department of Public Enterprises.

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

### **16A. Settlement of Dispute through Arbitration.**

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

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

#### Sole Arbitration:

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

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

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

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

The venue of arbitration shall be the place from which the contract is issued or such other place as the Competent Authority of CIL/ CMD of Subsidiary Company (as the case may be) at his discretion may determine.

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

#### Contracts with Partnership firm/ Joint Venture:

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

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

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### 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. 100.00 lakhs.
- ii) In the case of turnkey work whose estimated value is more than Rs. 100 lakhs 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 more than Rs. 100 lakhs 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) However, such mobilization advance will carry interest on the basis of CIL's borrowing rate under cash credit arrangement as varying from time to time.
- 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 and full recovery would be ensured before or with the Final Bill.
- 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.

#### **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. The Price Variation Clause shall not be applicable for works of capital nature, for which stipulated period of completion is six months or less. For regular maintenance/Service contract, price variation shall not be applicable where stipulated period of completion is twelve months or less.
- b) The base date for working out such escalation/de-escalation shall be the last date on which the bids (inclusive of price part) or revised price bids (inclusive of revised offer) were stipulated to be received.
- c) The compensation for escalation or recoveries to be made shall be worked out at quarterly intervals and shall be with respect to the cost of work done during the previous three months. The first such payment will be made at the end of three months after the month (excluding) in which the tender was accepted and

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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

**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 :

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

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

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

**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 :

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

Where :

V<sub>m</sub>= 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.

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

M<sub>o</sub> = 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

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accordance with the formula given below :

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

Where :

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

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

$F_o$  = 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 related to capital works, in which the stipulated period of completion of the work is six (6) months or less. However for Maintenance works any adjustment for the increase or decrease in material price or wages of labour would be made only when the stipulated period of completion of the work is twelve (12) 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

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the scheduled date of completion has been shifted to the approved extended date.

iii) If it is decided at the end of successful completion of the work that the delay was due to the fault of the contractor then the Price Variation Clause will not be revived and no further payment will be made to the contractor on this account. Additionally the Clause related to Compensation for delay will be applied.

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 :

| SI | Particulars                                                                                                | A% (Labour Component) | B% (Material Component) | C% (POL Component) | 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                |         |

For all other works not listed above, the component of labour, material and POL of the total cost of work shall be as specifically indicated in the tender document.

## SAFETY CODE.

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 (  $\frac{1}{4}$  horizontal and 1 vertical).
2. Scaffolding of staging more than 3.6 m (12ft). above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm (3ft) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft) above ground level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3ft).
5. Safety means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m (30ft) in length while the width between side rails in rung ladder shall in no case be less than 20 cm (11  $\frac{1}{2}$ " ) for ladder upto and including 3 m (10ft) in length. For longer ladders, this width should be increased at least  $\frac{1}{4}$ " for additional 30 cm (1ft.) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. Excavation and Trenching : All trenches 1.2 m (4ft) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof. Ladder shall extend from bottom of the trench to at least 90 cm (3ft) above the surface of the ground. The side of the trenches which are 1.5 m (5ft) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m (5ft) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.
7. Demolition : before any demolition work is commenced and also during the progress of the work,
  - i. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - ii. No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.

- iii. All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
- 8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned:- The following safety equipment shall invariably be provided.
  - i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
  - ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
  - iii) Those engaged in welding works shall be provided with welder's protective eye-shields.
  - iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
  - v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measures are adhered to:-
    - a) Entry for workers into the line shall not be allowed except under supervision of the Engineering Assistant or any other higher officer.
    - b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
    - c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
    - d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
    - e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
    - f) The area should be barricaded or condoned of by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
    - g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
    - h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
    - i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.

- j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
- k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 meters away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
- l) The workers engaged for cleaning the manholes / sewers should be properly trained before allowing to work in the manhole.
- m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers ( when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
- n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
- o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
- p) The extents to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
- vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-
  - a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
  - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
  - c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
  - d) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
  - e) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
  - f) Overall shall be worn by working painters during the whole of working period.
  - g) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.

9. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
10. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:-
  - i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.  
  
(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
  - ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
  - iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
  - iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.

## TECHNICAL SPECIFICATIONS

### Technical Specifications to be followed Civil

#### Engineering Works

Latest CPWD specifications shall be adopted. Presently CPWD specifications 2009 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 CPD website.

#### Electrical Engineering Works

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

| Part No. | Description                                     | Year Of Issue |
|----------|-------------------------------------------------|---------------|
| I        | Internal                                        | 2013          |
| III      | Lifts And Escalators                            | 2003          |
| V        | Wet Riser And Sprinklers System                 | 2006          |
| VI       | Heating, Ventilation And Air Conditioning Works | 2005          |

#### \*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. (Applicable for important and major roads.)

\*Delete if not applicable

# **ANNEXURES**

**SPECIMEN OF LETTER OF CONTRACTOR'S ACCEPTANCE OF PROVISIONAL  
REDUCTION OF RATE FOR SUBSTANDARD WORK.**

**No.****Date:****To**

.....  
.....

**Sir,****Subject: (Complete name of work)** \_\_\_\_\_**Reference: Your letter No.**.....

I/We have carefully read the terms and conditions offered in your letter dated..... and they are acceptable to me/us.

Pending the decision of the Area Engineer of the final rates of payment against the items of work specified in the statement attached to your above letter which will be final and binding,. I/We agree to the same being paid at the provisional rates indicated against each of the said item of work for the above work as mentioned in your statement.

Yours faithfully, Contractor(s).

**PROFORMA OF BANK GUARANTEE FOR REMOVAL OF PLANT & EQUIPMENT FROM THE SITE OF COAL INDIA LIMITED/SUBSIDIARY COMPANY.**

In consideration of Coal India Limited/Subsidiary Company (hereafter called “the Company” which expression shall repugnant to the subject or context includes its successors and assigns) having agreed to under the terms & conditions of the Contract No..... dated..... entered into between the company and M/s..... having its Office at..... (hereinafter called “the Contractor”) to permit the Contractor to remove the plant & equipment as fully described in the Schedule of the Hypothecation Deed dated..... executed by the Contractor in favour of the Company from the site to any other works of the Contractor on its furnishing the Bank Guarantee for Rs..... we, the ..... Bank (hereinafter referred to as the said Bank) having its 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 its failure in bringing back the said plant & equipment or any part thereof to the site and to unconditionally pay the amount claimed by the company on such demand without any demur to the extent aforesaid.

We, the ..... Bank agree that the Company shall be the sole judge as to whether the said contractor has failed/neglected in bringing back the plant & equipment to the site and the amount has become due for such failure and the decision of the company in this behalf shall be final and binding on us.

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 be bind the Bank.

Notwithstanding anything contained herein the liabilities of the said Bank under this Guarantee are restricted to Rs..... and this Guarantee shall come into force from the date thereof 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 the rights of the Company under this guarantee shall cease to have any effect and we shall be retrieved and discharged our liabilities hereunder.

We, the said Bank lastly undertake not to revoke this guarantee under 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 the liabilities hereunder.

This Guarantee is issued by Sri..... who is authorized by the Bank.

Under jurisdiction of ..... Court only.

The guarantee is operative at \_\_\_\_\_ Bank, Sambalpur Branch of Odisha, India.

The Postal address, Telephone no., FAX No. and e-Mail address of the both the outstation Bank issuing the BG and Local operating Branch are as under:-

Postal Address of the Outstation Bank issuing the BG –

Telephone No. of the Outstation Bank issuing the BG –

FAX No. of the Outstation Bank issuing the BG –

e-MAIL address of the Outstation Bank issuing the BG –

Postal Address of the Local Operating Branch

Telephone No. of the Local Operating Branch

FAX No. of the Local Operating Branch

e-MAIL address of the Local Operating Branch

**PROFORMA OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT.**

M/s. Coal India Limited,  
10, Netaji Subhas Road,  
Kolkata

Or

(Name of the Subsidiary Company with address).

Dear Sir,

In consideration of M/s. 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 contained in letter No..... dated..... issued in favour of M/s. .... for ..... (hereinafter referred to as “the contract” to accept the Deed of guarantee as herein provided for Rs..... from the Schedule/ Nationalised Bank in lieu of security deposit to be made by M/s..... (hereinafter called “the Contractor”) or in lieu of deduction to be made from the contractor’s bill, for the due fulfillment of the terms and conditions contained in the said contract by the contractor, we the ..... Bank (hereinafter referred to as the said Bank) having its Registered Office at..... do hereby undertake and agreed 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 failure/negligence in performing the terms and conditions contained in the contract by the buyer and to unconditionally pay the amount claimed by the company on demand without any demur to the extent aforesaid.

We..... Bank agree that the company shall be the sole judge as to whether the said contractor has failed/neglected in performing any of the terms and conditions of the said contract and the decision of the company in this behalf shall be final and binding on us.

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.

The Company shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee or indemnity from time to time vary any of the terms and conditions of the said contract or to extend the time of performance by the said contractor or to postpone any time and from time to time any of the powers exercisable by it against the said contractor and either to enforce or to forbear from enforcing any of the terms and conditions governing the said contract or securities available to the company and the said Bank shall not be released from its liability under these presents.

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 from our liabilities hereunder.

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.

The Bank Guarantee shall also be operative at our Sambalpur 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 may be 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.

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 MCL, being the beneficiary, of such changed address, telephone number, fax number and e-mail ID.

This guarantee issued by Sri ..... who is authorised by the Bank.

Under jurisdiction of ..... court only.

The guarantee is operative at \_\_\_\_\_ Bank, Sambalpur Branch of Odisha, India.

The Postal address, Telephone no., FAX No. and e-Mail address of the both the outstation Bank issuing the BG and Local operating Branch are as under:-

**A) Outstation Bank issuing the BG :**

- (i) Complete Postal Address with PIN Code -
- (ii) Branch Code -
- (iii) IFSC Code. -
- (iv) SWIFT –
- (v) Telephone No. –
- (vi) Fax No. -
- (vii) Email ID –

**B) Local operating Branch issuing the BG:**

- (i) Complete Postal Address with PIN Code –
- (ii) Branch Code -
- (iii) IFSC Code. -
- (iv) SWIFT –
- (v) Telephone No. –
- (vi) Fax No. -
- (vii) Email ID –

**NOTE:**

- i) The bank guarantees issued by the issuing bank on behalf of contractor, supplier, customer in favour of Mahanadi Coalfields Limited shall be in paper form as well as Structured Financial Messaging System (SFMS).
- ii) MCL has chosen State Bank of India and ICICI Bank to act advising/beneficiary bank of MCL. The bank issuing the guarantee can choose either of these banks to send confirmation through SFMS.
- iii) The details of beneficiary (i.e. MCL) for issue of bank guarantee in SFMS platform is as furnished as below.

**A. State Bank of India as advising bank of MCL**

|    |                                                                                      |      |                              |                                                     |
|----|--------------------------------------------------------------------------------------|------|------------------------------|-----------------------------------------------------|
| 1. | Name and details of the Beneficiary                                                  | i.   | Name                         | Mahanadi Coalfields Limited                         |
|    |                                                                                      | ii.  | Area                         | MCL HQ Sambalpur                                    |
|    |                                                                                      | iii. | Name of Bank                 | State Bank of India                                 |
|    |                                                                                      | iv.  | Bank Account No.             | 010659453016                                        |
|    |                                                                                      | v.   | Department                   | <b>E&amp;T Department, MCL HQ</b>                   |
| 2. | Beneficiary's Advising Bank, Branch and Address for Confirmation of BGs through SFMS | i.   | Name of Bank                 | State Bank of India                                 |
|    |                                                                                      | ii.  | Bank Branch Name             | MCL Complex Burla                                   |
|    |                                                                                      | iii. | Branch Code                  | 07749                                               |
|    |                                                                                      | iv.  | Beneficiary Bank Branch IFSC | SBIN0007749                                         |
|    |                                                                                      | v.   | Beneficiary Bank Address     | MCL Complex, Jagriti Vihar, Burla, Sambalpur-768020 |

**B. ICICI Bank as advising bank of MCL**

|    |                                                                                      |                                                                                                                                                                                                                      |                                                                                                                                |                                                                             |
|----|--------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| 1. | Name and details of the Beneficiary                                                  | i.                                                                                                                                                                                                                   | Name                                                                                                                           | Mahanadi Coalfields Limited                                                 |
|    |                                                                                      | ii.                                                                                                                                                                                                                  | Area                                                                                                                           | MCL HQ Sambalpur                                                            |
|    |                                                                                      | iii.                                                                                                                                                                                                                 | Name of Bank                                                                                                                   | ICICI Bank                                                                  |
|    |                                                                                      | iv.                                                                                                                                                                                                                  | Bank Account No.                                                                                                               | 019405003862                                                                |
|    |                                                                                      | v.                                                                                                                                                                                                                   | Department                                                                                                                     | <b>E&amp;T Department, MCL HQ</b>                                           |
| 2. | Beneficiary's Advising Bank, Branch and Address for Confirmation of BGs through SFMS | i.                                                                                                                                                                                                                   | Name of Bank                                                                                                                   | ICICI Bank                                                                  |
|    |                                                                                      | ii.                                                                                                                                                                                                                  | Bank Branch Name                                                                                                               | Sambalpur                                                                   |
|    |                                                                                      | iii.                                                                                                                                                                                                                 | Branch Code                                                                                                                    | 0194                                                                        |
|    |                                                                                      | iv.                                                                                                                                                                                                                  | Beneficiary Bank Branch IFSC                                                                                                   | ICIC0000194                                                                 |
|    |                                                                                      | v.                                                                                                                                                                                                                   | Beneficiary Bank Address                                                                                                       | Paradise Chamber, Infront of Jagannath Temple, Budharaja, Sambalpur -768004 |
|    |                                                                                      | The applicant's bank transmitting the Bank Guarantee through SFMS needs to mention the following details for Beneficiary Bank.                                                                                       |                                                                                                                                |                                                                             |
|    |                                                                                      | SFMS Field No.                                                                                                                                                                                                       | Details                                                                                                                        |                                                                             |
|    |                                                                                      | 7035                                                                                                                                                                                                                 | IFSC Code: ICIC0000194                                                                                                         |                                                                             |
|    |                                                                                      | 7036                                                                                                                                                                                                                 | ICICI BANK LIMITED, PARADISE CHAMBER, IN FRONT OF JAGANNATH TEMPLE, BUDHARAJA, SAMBALPUR, ORISSA-768004<br>A/C No.019405003862 |                                                                             |
|    |                                                                                      | 7037                                                                                                                                                                                                                 | MCL224951                                                                                                                      |                                                                             |
|    |                                                                                      | BG Applicant is to specifically ask BG issuing bank to mention the code 'MCL224951' in field no 7037 of IFN760COV/IFN767COV so as to enable the email IDs tagged with the account to receive advised BG over emails. |                                                                                                                                |                                                                             |

- 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 State Bank of India, MCL Complex Burla (IFSC-SBIN0007749) or ICICI Bank, Ainthapalli, Sambalpur (IFSC-ICIC0000194), as the case may be, 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 Sambalpur 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 the Concerned Department of Head Quarters of Mahanadi Coalfields Limited at Sambalpur by Speed Post /Registered Post(AD).

## ANNEXURE -IV

**PROFORMA OF BANK GUARANTEE FOR PERFORMANCE**  
**SECURITY**

To

.....

.....

Re: Bank Guarantee in respect of Contract No....., Dated..... Between  
 ..... (Name of the company) and ..... (Name of the Contractor)

**WHEREAS**

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

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

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

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

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

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

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

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

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

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

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

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

Any notice by way of request, demand or otherwise hereunder may be 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 Bank Guarantee shall also be operative at our Sambalpur 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 may be 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.

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 MCL, being the beneficiary, of such changed address, telephone number, fax number and e-mail ID.

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

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code number)

(address)

"The Bank Guarantee as referred above shall be operative at our branch at **Sambalpur** payable at **Sambalpur**.

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

**The Postal address, Telephone no., FAX No. and e-Mail address of the both the outstation Bank issuing the BG and Local operating Branch are as under:-**

**C) Outstation Bank issuing the BG :**

- (i) Complete Postal Address with PIN Code –
- (ii) Branch Code -
- (iii) IFSC Code. -
- (iv) SWIFT –
- (v) Telephone No. –
- (vi) Fax No. -
- (vii) Email ID –

**D) Local operating Branch issuing the BG:**

- (i) Complete Postal Address with PIN Code –
- (ii) Branch Code -
- (iii) IFSC Code. -
- (iv) SWIFT –
- (v) Telephone No. –
- (vi) Fax No. -
- (vii) Email ID –

**NOTE:-**

- i) The bank guarantees issued by the issuing bank on behalf of contractor, supplier, customer in favour of Mahanadi Coalfields Limited shall be in paper form as well as Structured Financial Messaging System (SFMS).
- ii) MCL has chosen State Bank of India and ICICI Bank to act advising/beneficiary bank of MCL. The bank issuing the guarantee can chose either of these banks to send confirmation through SFMS.
- iii) The details of beneficiary (i.e. MCL) for issue of bank guarantee in SFMS platform is as furnished as below.

**A. State Bank of India as advising bank of MCL**

|    |                                                                                      |      |                              |                                                     |
|----|--------------------------------------------------------------------------------------|------|------------------------------|-----------------------------------------------------|
| 1. | Name and details of the Beneficiary                                                  | i.   | Name                         | Mahanadi Coalfields Limited                         |
|    |                                                                                      | ii.  | Area                         | MCL HQ Sambalpur                                    |
|    |                                                                                      | iii. | Name of Bank                 | State Bank of India                                 |
|    |                                                                                      | iv.  | Bank Account No.             | 010659453016                                        |
|    |                                                                                      | v.   | Department                   | <b>E&amp;T Department, MCL HQ</b>                   |
| 2. | Beneficiary's Advising Bank, Branch and Address for Confirmation of BGs through SFMS | i.   | Name of Bank                 | State Bank of India                                 |
|    |                                                                                      | ii.  | Bank Branch Name             | MCL Complex Burla                                   |
|    |                                                                                      | iii. | Branch Code                  | 07749                                               |
|    |                                                                                      | iv.  | Beneficiary Bank Branch IFSC | SBIN0007749                                         |
|    |                                                                                      | v.   | Beneficiary Bank Address     | MCL Complex, Jagriti Vihar, Burla, Sambalpur-768020 |

**B. ICICI Bank as advising bank of MCL**

|    |                                                                                      |                                                                                                                                                                                                                      |                                                                                                                                |                                                                             |
|----|--------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| 1. | Name and details of the Beneficiary                                                  | i.                                                                                                                                                                                                                   | Name                                                                                                                           | Mahanadi Coalfields Limited                                                 |
|    |                                                                                      | ii.                                                                                                                                                                                                                  | Area                                                                                                                           | MCL HQ Sambalpur                                                            |
|    |                                                                                      | iii.                                                                                                                                                                                                                 | Name of Bank                                                                                                                   | ICICI Bank                                                                  |
|    |                                                                                      | iv.                                                                                                                                                                                                                  | Bank Account No.                                                                                                               | 019405003862                                                                |
|    |                                                                                      | v.                                                                                                                                                                                                                   | Department                                                                                                                     | <b>E&amp;T Department, MCL HQ</b>                                           |
| 2. | Beneficiary's Advising Bank, Branch and Address for Confirmation of BGs through SFMS | i.                                                                                                                                                                                                                   | Name of Bank                                                                                                                   | ICICI Bank                                                                  |
|    |                                                                                      | ii.                                                                                                                                                                                                                  | Bank Branch Name                                                                                                               | Sambalpur                                                                   |
|    |                                                                                      | iii.                                                                                                                                                                                                                 | Branch Code                                                                                                                    | 0194                                                                        |
|    |                                                                                      | iv.                                                                                                                                                                                                                  | Beneficiary Bank Branch IFSC                                                                                                   | ICIC0000194                                                                 |
|    |                                                                                      | v.                                                                                                                                                                                                                   | Beneficiary Bank Address                                                                                                       | Paradise Chamber, Infront of Jagannath Temple, Budharaja, Sambalpur -768004 |
|    |                                                                                      | The applicant's bank transmitting the Bank Guarantee through SFMS needs to mention the following details for Beneficiary Bank.                                                                                       |                                                                                                                                |                                                                             |
|    |                                                                                      | SFMS Field No.                                                                                                                                                                                                       | Details                                                                                                                        |                                                                             |
|    |                                                                                      | 7035                                                                                                                                                                                                                 | IFSC Code: ICIC0000194                                                                                                         |                                                                             |
|    |                                                                                      | 7036                                                                                                                                                                                                                 | ICICI BANK LIMITED, PARADISE CHAMBER, IN FRONT OF JAGANNATH TEMPLE, BUDHARAJA, SAMBALPUR, ORISSA-768004<br>A/C No.019405003862 |                                                                             |
|    |                                                                                      | 7037                                                                                                                                                                                                                 | MCL224951                                                                                                                      |                                                                             |
|    |                                                                                      | BG Applicant is to specifically ask BG issuing bank to mention the code 'MCL224951' in field no 7037 of IFN760COV/IFN767COV so as to enable the email IDs tagged with the account to receive advised BG over emails. |                                                                                                                                |                                                                             |

- 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 State Bank of India, MCL Complex Burla (IFSC-SBIN0007749) or ICICI Bank, Ainthapalli, Sambalpur (IFSC-ICIC0000194), as the case may be, 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 Sambalpur 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 the Concerned Department of Head Quarters of Mahanadi Coalfields Limited at Sambalpur by Speed Post /Registered Post(AD).
- viii. The department shall ensure extension of guarantee period in case of extension of time.

**PROFORMA OF BANK GUARANTEE FOR  
MOBILISATION/ LUMP-SUM ADVANCE.**

M/s. Coal India Limited

10, Netaji Subhas Road,, Calcutta Or

..... (Name  
of the Subsidiary Company with address).

Dear Sir,

In consideration of Coal India Limited/Subsidiary Company having its Registered Office at .....  
(hereinafter called "the Company" which expression shall unless repugnant to the subject or context includes its  
successors and assigns) having agreed under the terms and conditions of the Contract No.....  
dated..... Entered into between Coal India Limited/Subsidiary Company and M/s having 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 , We  
..... Bank (hereinafter referred to as the said Bank) having its 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 company and the said Bank shall not be released from its liability under these presents.

5. Notwithstanding anything contained herein the liability of the said Bank under this Guarantee is restricted to Rs..... and this Guarantee shall come into force from the date hereof and shall 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 ..... court only.

**The Postal address, Telephone no., FAX No. and e-Mail address of the both the outstation Bank issuing the BG and Local operating Branch are as under:-**

**Postal Address of the Outstation Bank issuing the BG –**

**Telephone No. of the Outstation Bank issuing the BG –**

**FAX No. of the Outstation Bank issuing the BG –**

**e-MAIL address of the Outstation Bank issuing the BG –**

**Postal Address of the Local Operating Branch**

**Telephone No. of the Local Operating Branch**

**FAX No. of the Local Operating Branch**

**e-MAIL address of the Local Operating Branch**

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

**ANNEXURE-VI**

**FORMAT OF UNDERTAKING**

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

1. I/We am/are submitting Bid for the work \_\_\_\_\_ against NIT No./Tender ID \_\_\_\_\_ Dated \_\_\_\_\_ and I /we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. Myself/Our Partners/Directors don't has/have any relative as employee of **Mahanadi Coalfields Limited** (Name of the Company).
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.
4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
5. I/We hereby authorize department to seek references/clarifications from our Bankers.
6. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
7. \*I/We hereby confirm that we have registration with CMPF/EPF Authorities. We shall make necessary payments as required under law.  
Or  
\*I/We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF/EPF authorities, if applicable. We shall make necessary payments as required under law.
8. \*I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs(In case of Joint Venture all partners are covered).  
Or  
\*I/We \_\_\_\_\_ have been banned by the organization named " \_\_\_\_\_ " for a period of \_\_\_\_\_ year/s, effective from \_\_\_\_\_ to \_\_\_\_\_ (in case of Joint Venture name(s) of the Joint Venture Partner(s)).
9. If any information and document submitted is found to be false/incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/delisting of our firm and all partners of the firm etc.

\* Delete whichever is not applicable.

**PROFORMA FOR EXECUTION OF AGREEMENT****STAMP PAPER****(of appropriate value as per Stamp Act)**

This agreement is made on ..... day of ..... **2018** between **Mahanadi Coalfields Limited (A Subsidiary of Coal India Limited) ( Name of Company )** having its registered office at **Sambalpur (Odisha)** (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/ Limited Company 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 vide e-tender notice no. .... dtd. .... for the work of "....." and whereas the said Contractor/ Firm submitted tender for the said work and deposited a sum of **Rs. ....** as Earnest Money and whereas the tender of the said contract has been accepted by the Company for execution of the said work.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

- 1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.
- 2) The following documents which are annexed to this agreement should be deemed to form and be read and construed as part of this agreement viz.
  - i) Annexure-A Tender Notice (Page .. to ..)
  - ii) Schedule –A General Terms & Conditions, Special Conditions and General Technical Specification (Page .... to ...) and Safety Code (Page .... to ...).
  - iii) Schedule-B The probable Quantities and Amount (Page ... to ...)
  - iv) Schedule-C Negotiation letters/Correspondence (Page .... to ...)
  - iv) Schedule-D Letter of Acceptance/Work Order (Page .. to ..)
  - v) Schedule-E Drawings if applicable (Page .. to ..)

3) In consideration for the payment of the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) ( Work order 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 & conditions 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) **SECURITY DEPOSIT** (Clause No.4.0 of the General Terms and Conditions of the NIT):-

- (a) Performance Security i.e. First Part of Security Deposit (Clause No.4.0 of the General Terms and Conditions of the NIT):-

Out of total Performance Security Rs. \_\_\_\_\_ @ **5%** of the total awarded value of the work, the Company adjusted Rs. \_\_\_\_\_ deposited by the said Contractor as Earnest Money vide \_\_\_\_\_/BG No. \_\_\_\_\_ valid upto \_\_\_\_\_, issued by \_\_\_\_\_ (Bank Name) towards Performance Security and the balance amount of Rs. \_\_\_\_\_ towards Performance Security has been deposited by the said Contractor vide DD No./TDR No./BG No. \_\_\_\_\_, dated \_\_\_\_\_, issued by \_\_\_\_\_ (Bank name) \_\_\_\_\_ due on \_\_\_\_\_ / Valid upto \_\_\_\_\_.

- (b) Retention Money i.e. Second Part of Security (Clause no. 4.0 of the General Terms and Conditions of the NIT):-

The said contractor hereby covenants with the Company that the company shall deduct @5% of Running Account Bills as Retention Money (Second Part of Security Deposit under clause no. 4.0 of the General Terms and Conditions of the NIT).

The Security Deposit at (a) & (b) above shall bear no interest. The refund of the Security Deposit shall be dealt as per clause no. 4.0 of the General Terms and Conditions of the NIT.

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

Signed by the contractor  
Address:

Signature

In the presence of witnesses

1. Name :  
Address:  
Occupation

Signature

2. Name :  
Address:  
Occupation

Signature

Signed by Sri \_\_\_\_\_,  
General Manager (E&T)/**Authorised Signatory**  
On behalf of Mahanadi Coalfields  
Ltd., Sambalpur/\_\_\_\_\_ **Area**.

Signature

In the presence of witnesses

1. Name:  
Address

Signature

2. Name:  
Address.

Signature

**Format of 'Consent regarding Arbitration Clause' TO BE UPLOADED BY BIDDER DURING  
SUBMISSION OF BID ONLINE:**

**FORMAT OF "Consent regarding Arbitration Clause"**

|                                                                              |
|------------------------------------------------------------------------------|
| <b>LETTER HEAD OF BIDDER(As enrolled on the e-Procurement Portal of CIL)</b> |
|------------------------------------------------------------------------------|

To,  
**The Tender Committee**  
**Mahanadi Coalfields Limited**

|       |                                                                  |
|-------|------------------------------------------------------------------|
| Sub.: | <b>Consent regarding Arbitration Clause</b> for the work "_____" |
| Ref.: | 1. NIT No. _____ Dated: / /20____.                               |
|       | 2. Tender Id No. <b>2019_MCL_XXXXX_1</b>                         |

Dear Sir,

This has reference to above referred bid. I/We hereby give my/our consent for following Settlement of Disputes and Arbitration clauses:-

**A. Settlement of Disputes.**

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

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

Effort shall be made to resolve the dispute in two stages

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

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

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

**B. Settlement of Disputes through Arbitration**

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

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

### **Sole Arbitration:**

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

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

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

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

The venue of arbitration shall be the place from which the contract is issued or such other place as the Competent Authority of CIL/ CMD of Subsidiary Company (as the case may be) at his discretion may determine.

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

### **Note:**

1. *In case of Proprietorship firm or Limited Company, this document is digitally signed by the DSC holder authorized by the bidder in case of Proprietorship or Director(s)/Managing Director of Limited Company in case of Limited Company Hence, no physical signature is required.*
2. *In case of Partnership firm/Joint Venture(JV), this document is to be signed by all the Partners of the Partnership Firm / Joint Venture(JV) firm.*
3. *In case of Project Affected Person(s) (PAPs) firms, this document is to be signed by all the partners of the PAPs who have formed Partnership firm and if the PAPs have formed co-operative society, this document is to be signed by any legally acceptable authorized signatory of the co-operative society, approved through the Resolution of the co-operative society.*

**MANDATE FORM FOR ELECTRONIC FUND TRANSFER/INTERNET BANKING PAYMENT  
RTGS TRANSFER**

To  
The Mahanadi Coalfields Limited,  
Jagruti Vihar,  
Burla, Sambalpur-768020.

Dear Sir,

Sub: Authorisation for release of payment due from Mahanadi Coalfields Ltd., Burla through Electronic Fund Transfer/Internet Banking NEFT/RTGS Transfer.

(Please fill in the information in CAPITAL LETTERS, Please TICK wherever it is applicable)

| Party Details            |          |
|--------------------------|----------|
| Name of the Party        |          |
| Address of the Party     |          |
| City                     | Pin Code |
| e-Mail ID                |          |
| Permanent Account Number |          |

| Particulars of Bank                                                                                                                                                                                                                                                  |         |  |  |  |  |         |  |  |  |             |             |  |  |  |  |  |  |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|--|--|--|--|---------|--|--|--|-------------|-------------|--|--|--|--|--|--|--|
| Name & Style of Bank A/c                                                                                                                                                                                                                                             |         |  |  |  |  |         |  |  |  |             |             |  |  |  |  |  |  |  |
| Bank Name                                                                                                                                                                                                                                                            |         |  |  |  |  |         |  |  |  | Branch Name |             |  |  |  |  |  |  |  |
| Pin Code                                                                                                                                                                                                                                                             |         |  |  |  |  |         |  |  |  | Branch Code |             |  |  |  |  |  |  |  |
| IFSC Code                                                                                                                                                                                                                                                            |         |  |  |  |  |         |  |  |  |             |             |  |  |  |  |  |  |  |
| Account Type                                                                                                                                                                                                                                                         | Savings |  |  |  |  | Current |  |  |  |             | Cash Credit |  |  |  |  |  |  |  |
| Account Number (as appearing in the Cheque Book)                                                                                                                                                                                                                     |         |  |  |  |  |         |  |  |  |             |             |  |  |  |  |  |  |  |
| IFSC Code appearing on the cheque supplied by the bank to be mentioned. Attach Cancelled cheque or Xerox copy of cheque or Xerox Copy of front page of pass book containing details of A/c and bank for ensuring accuracy of bank name, branch name and code number. |         |  |  |  |  |         |  |  |  |             |             |  |  |  |  |  |  |  |

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 Mahanadi Coalfields Ltd responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through SBI-Net/RTGS Transfer.

Place : \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of the Party/Authorised Signatory

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

Date: \_\_\_\_\_

Signature of the Authorised official from the Bank  
Banker's Seal.

**ANNEXURE X****PROFORMA OF JOINT VENTURE AGREEMENT**

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

This Joint Venture agreement is made on 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.....and M/s.....agreed to form a Joint Venture in order to join their forces to obtain  
 best results from the combinations of their individual resources of technical and management skill, finance and equipment  
 for the benefit of the project and in order to submit the Bid for the work of  
 "....."  
 ..... (Hereinafter  
 referred to as "Project") under.....(Name of Company(hereinafter referred to as "the principle Employer").

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

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

## 1) **FORMATION AND TERMINATION OF THE 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. All communication regarding the project will be made to..... Telephone Nos.....
- c) Neither of the parties of the Joint Venture shall be allowed to sign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture to any party including the existing partner of the Joint Venture.
- d) The terms of the Joint Venture shall begin as on the date first set forth above and shall terminate on the earliest of the following dates.
  - i) The Joint Venture fails to obtain qualification from the Employer.
  - ii) The Contract for the Project is not awarded to the Joint Venture.
  - iii) The Employer cancels the Project.
  - iv) The Project is completed including defects liability period to the satisfaction of the Employer and all the parties complete any and all duties, liabilities and responsibilities under or in connection with the Contract and the Joint Venture agreement.

## 2) **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 employer in accordance with the power of attorney annexed. All Joint Venture partners M/s.....; M/s.....& M/s..... nominate and authorize Shri..... ( name and designation) of M/s..... to sign all letters, correspondence, papers & certificates and to submit the Pre-qualification Application / Bid documents for and on behalf of the Joint Venture.

## 3) **REPRESENTATIVE OF THE PARTNERS OF THE 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.

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

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

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)

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

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**

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

#### **7) BID SECURITY:**

Bid Security, Performance Security and other securities shall be paid by the Joint Venture 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 on Northern Company.
- d) Notwithstanding demarcation or allotment of work of between/amongst Joint Venture partners, Joint Venture shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.
- e) In case bid being accepted by Company, the payments under the contract shall only be made to the Joint Venture and not to the individual partners.

#### **10) 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 as per mutual Agreement and all payments due to the Joint Venture shall be received only in that account, which shall be operated jointly by the representative of the Parties hereto. The financial obligations of the Joint Venture shall be discharged through the said Joint Venture Bank Account only and also all the payments received or paid by company to the Joint Venture shall be through that account alone.

#### **11) LIMIT OF JOINT VENTURE ACTIVITIES.**

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

#### **12) TAXES.**

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

#### **13) EXCLUSIVITY**

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

#### **14) MISCELLANEOUS:**

- a. Neither party of the Joint Venture shall assign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture to all third party without the Agreement of the other party in writing.
- b. Subject to the above clause, the terms and conditions of this agreement shall be binding upon the parties, the Directors, Officers, Employees, Successors, Assigns and Representatives.

**15) APPLICABLE LAW**

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

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

For .....

For.....

Signature \_\_\_\_\_  
(Name & Address )

Signature \_\_\_\_\_  
(Name&Address)

(Official Seal)

(Official Seal)

Place .....

Place.....

Date .....

Date .....

Witness  
Signature .....

Witness  
Signature .....

(Name & Address )

(Name&Address)

**NOTE: Joint venture (Joint Venture to be enrolled as a separate entity) shall be allowed for participation in the bid with estimated cost put to tender above Rs.2.00(Two) crores.**

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

**ANNEXURE-XI****FORMAT OF "Letter of Bid"****LETTER HEAD OF BIDDER(As enrolled on the e-Procurement Portal of CIL)**

To,  
The Tender Committee  
**Mahanadi Coalfields Limited**

|       |                                |                 |  |
|-------|--------------------------------|-----------------|--|
| Sub.: | Letter of Bid for the work “.” |                 |  |
| Ref.: | 1. NIT No. _____               | Dated: / /2019. |  |
|       | 2. Tender Id No. _____         |                 |  |

Dear Sir,

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

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

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

I/we hereby 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 **Mahanadi Coalfields Limited**.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and **Mahanadi Coalfields Limited**.

Should this bid be accepted, we agree to furnish Performance Security within 28 (twenty-eight) days of issue of letter of acceptance/ **work order** and commence the work within 10(ten) days of issue of letter of acceptance/**work order**. In case of our failure to abide by the said provision, **Mahanadi Coalfields Limited** shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ **work order** /award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period of 12(twelve) months.

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

## UNDERTAKING

I / we do hereby undertake that I / we shall not engage any **CHILD LABOUR** in the execution of the work. If at any point of time during the course of execution of contract work, I / we engage any **CHILD LABOUR** 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, the same shall be treated as an **offence** under the said Act and shall entail legal proceeding against me / us.

Signature of the Bidder/Contractor

**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.

**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 WATER 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 GUARANTOR 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, like chopping of fire wood and things of the same nature which might cause damage to the roof.
2. Alternation shall mean construction of an additional storey or a part of the roof or construction 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 be 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.

ମହାନଦୀ କୋଲ ଫିଲ୍ଡ୍‌ସ୍ ଲିମିଟେଡ୍  
महानदी कोलफील्ड्स लिमिटेड  
Mahanadi Coalfields Limited  
(A subsidiary of Coal India Limited)

Office of the Dy. General Manager (E&T)

P.O : Jagriti Vihar, Burla  
Dist: Sambalpur, Odisha-768020  
CIN- U10102OR1992GOI003038  
Ph: +91 (663) 254 2900  
Fax: +91(663) 254 2770,  
e-mail: hod-ent.mcl@coalindia.in



Ref. No.: MCL/...../AOW/18-19/

Dated : / /20

REGD. POST / SPEED POST

To,

e-Mail ID -

Sub: Award of work for “ ”.

Ref: i) NIT No. \_\_\_\_\_.

ii) Tender ID No.: \_\_\_\_\_, Bidder Id \_\_\_\_\_.

iii) Corrigendum No.: \_\_\_\_\_ (applicable, if any)

Dear Sir,

With reference to above noted tender, the contract for “ ” is hereby awarded to you for a contract value of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only and your quoted amount excluding **Goods and Services Tax(GST)** is Rs. \_\_\_\_\_ which is \_\_\_\_\_% Above/below the estimated value. The award is subject to the following terms and conditions:

1. That an amount of **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)** only deposited by you towards the earnest money **On-line** vide **UTR Remittance No/Bank Number - \_\_\_\_\_, PRN No. \_\_\_\_\_, Paid date \_\_\_\_\_, Bank Name – \_\_\_\_\_ / vide BG No. \_\_\_\_\_** (valid up to \_\_\_\_\_) is being adjusted as a part of Performance Security Deposit.
2. (i) That the total Performance Security Deposit including EMD amount will be limited to **5%** of the value of work i.e. **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)** only. The balance amount of performance security deposit **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)** only (**Rs. \_\_\_\_\_ - Rs. \_\_\_\_\_**) shall be submitted by you within 28 days of receipt of letter of award / **acceptance** in any of the form given below:
  - a) A Bank guarantee in the form given in the bid document, **if applicable as per terms and conditions of the NIT.**
  - b) Govt. securities, FDR or any other form of deposit stipulated by the owner.

- c) Demand draft drawn in favour of **Mahanadi Coalfields Limited** on any scheduled bank payable at its Branch at **Sambalpur**.

(ii) If the performance security is provided by you in the form of bank guarantee, it shall be issued either –

- a) At your option by a nationalized/scheduled Indian Bank or
- b) By a foreign bank located in India and acceptable to the employer.
- c) The validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract, whichever is more.

(iii) An amount of **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)** only has to be deposited for additional performance security against Quoted Bid Price below 15% of the departmental Justified Price before execution of agreement, which will be released during execution/after completion of this work as per relevant clause i.e. **clause no.4.8** of General Terms & Conditions of tender document.

If you fail to comply with the requirement as stated above it shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security.

3. That all running on account bills shall be paid at **95%(ninety five percent)** of work value. This **5% (five percent)** deduction towards retention money will be the second part of security deposit. Refund of security deposit shall be dealt as per **clause no.4** of the general terms and conditions of the tender document.
4. That the security deposit amount & all other deductions as stated above shall not carry any interest.
5. A copy of the BOQ is enclosed herewith for ready reference. Identification of **“Abnormally Low Rate”(ALR) and “Abnormally High Rate”(AHR) items** is not required as this is a percentage(%) rate tender.

**(Applicable for %age / mixed rate tender)**

**And / Or**

A copy of the Bill of Quantity (BOQ) & Statement showing the 'Abnormally Low Rate(ALR) and Abnormally High Rate' (AHR) items are enclosed herewith for ready reference. There is/are \_\_\_\_\_ no(s) ( ) of **“Abnormally High Rate” (AHR)** item(s) viz item no(s).\_\_\_\_\_ and \_\_\_\_\_ no(s) ( ) of **“Abnormally Low Rate” (ALR)** item(s) viz item no(s).\_\_\_\_\_ of the BOQ. These item(s) is/are to be dealt as per the relevant clauses of the tender document. There are no **“Abnormally Low Rate” (ALR)** item.

**(Applicable for Item rate/Mixed Rate tender)**

6. **Agreement must be executed before commencement of the work.** This work should be completed within a period of \_\_\_\_\_ (**\_\_\_\_\_**) **days** time which shall be reckoned from the **next working day of execution of agreement**.
7. That the arrangement of all materials including cement & steel for the total work shall be your responsibility as per terms of original tender document conditions.
8. Price variation clause is applicable as per Additional Terms and condition of the contract. The base date for calculation of price variation will be \_\_\_\_\_(**i.e. bid submission end date/ the date of receipt of revised offer**).
9. All the terms & conditions of original tender shall be applicable for this work.

10. The Royalty Clearance Certificate should be submitted by you from the appropriate State Government Authorities prior to payment of Final Bill/Release of Security Deposit.
11. You have to ensure implementation of CMPF/EPF and Miscellaneous Provision Act, 1948 and allied scheme framed thereunder (if applicable) in respect of the workers deployed by you as per the provisions of the tender documents mentioned under “**CMPF/EPF**” Clause.
12. If available, electricity will be supplied at one point and necessary recovery of the cost of energy consumed will be made at the rates prescribed by the department from time to time. Energy meter for this purpose shall be provided by you.
13. The arrangement of water for the construction purpose shall be your responsibility.
14. **The licence as per Contract Labour(R&A) Act, 1970 shall have to be obtained before execution of the agreement (if applicable).**
15. **That the Insurance policies as per Clause no.13(xviii) of the General terms and conditions of the tender document shall be submitted before execution of the agreement(If applicable)**
16. That the payment to the workmen engaged on the work shall be made as per minimum wages act, in the presence of the authorized representative of the department and necessary payment certificate shall be obtained. All other provisions made in the various statutes including Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules, 1971, Minimum Wages Act, Workmen Compensation Act etc. and latest amendment thereof will be maintained by you.
17. **You 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 & its relevant Act and Rules amended from time to time by the Govt. of India.**
18. **You are requested to submit the details regarding your bank account as per the Mandate form duly filled in, self-authenticated & certified by the concerned bank to facilitate e-Payment along with cancelled cheque/ self-attested legible photocopy of cheque/ photocopy of legible first page of pass book containing details.**
19. That 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.**

Note: 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.

You are requested to submit a non-judicial stamp paper of value of **Rs.50/- (Rs.20/-+20/-+10/-) (Rupees Fifty)** only for execution of the agreement for this work along with following documents within a period of **28(Twenty Eight)** days from receipt of this letter and also attend this office for signing the agreement:

- i. The copy of PAN card, Labour Licence (If applicable), **Goods and Services Tax(GST)** Registration Certificate, Insurance policies (if applicable), Joint Venture agreement, Power of attorney, etc. and the balance of Performance Security deposit & ‘Additional Performance Security’ amount as per clause No.2 (i), (ii) & (iii) above.
- ii. Certificate regarding handing over of the site without any encumbrance duly signed by the authorized representative of the contractor, Engr.-in-charge of the work and **SO(E&T) / Head of the Deptt., \_\_\_\_\_ Area.**

- iii. Time Bound Programme for completion of the work within the scheduled time as per NIT showing physical progress of work duly signed by the authorized representative of the contractor, Engr.-in-charge of the work and **Staff Officer(E&T) / Head of the Deptt., \_\_\_\_\_ Area.**

**S/Sri \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_** shall be responsible for recording measurement in the M.B., 1<sup>st</sup> level check measurement and 2<sup>nd</sup> level check measurement respectively for this work. However, subsequent changes if needed during progress of work may be made by the **Town Administration/Area/Project** authorities with intimation to this office.

Please contact **G.M. \_\_\_\_\_ Area & S.O.(E&T) / Head of the Deptt., \_\_\_\_\_ Area** to start the work.

Please return one copy of the work order duly signed within **07 (seven)** days of receipt of this letter as a token of acceptance of work order.

Yours faithfully,

**Encl.: As above.**

G.M(E&T/HOD) / SO(E&T) / Engr-in-charge/ Head of the Deptt.(As applicable)

MCL HQRS., SAMBALPUR / \_\_\_\_\_ Area/Project (As applicable)

**Distributions:**

**Copy to IEM for kind information(if applicable):**

The distribution copies by the work order issuing authority shall be sent as per the prevalent norms and practice.

**Note: This draft copy of work order is applicable for works in which e-NIT has been invited on e-procurement portal of CIL.**

**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**

To

.....

.....

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

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

..... (Name of the contractor)

**WHEREAS**

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

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

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

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

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

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

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

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

The Bank further agrees with the company that the company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to 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 of relieving or discharging the Guarantor.

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

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

\* the date of guarantee shall cover a 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.

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

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature) (Name) (Designation)

(Code number) (address)

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

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

**The Postal address, Telephone no., FAX No. and e-Mail address of the both the outstation Bank issuing the BG and Local operating Branch are as under:-**

**Postal Address of the Outstation Bank issuing the BG –**

**Telephone No. of the Outstation Bank issuing the BG –**

**FAX No. of the Outstation Bank issuing the BG –**

**e-MAIL address of the Outstation Bank issuing the BG –**

**Postal Address of the Local Operating Branch**

**Telephone No. of the Local Operating Branch**

**FAX No. of the Local Operating Branch**

**e-MAIL address of the Local Operating Branch**

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

**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 XVIII

**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 the 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 debiting 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. Except in the event of such default on the part of contractor as aforesaid, interest on 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 **Delhi** courts 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.

[In continuation to Clause No.13- title- Additional Responsibilities of Contractor(s) and Sub-clause (xiv) of Terms and Conditions of contract]

### **CMPF / EPF CLAUSE**

- (i) If the contractor deploys labourers for less than 30 days, he has to submit an affidavit to the effect that he has not engaged any contractual labourer beyond 30 days during execution of work in the said contract and the same has also to be certified by the authority issuing labour payment certificate as well as bill accepting authority prior to payment of final bill.
- (ii) If the case does not fall in (i) above, the contractor has to deposit amount in CMPF/EPF as per the provisions and necessary proof of payment of PF dues is to be submitted before the authority issuing labour payment certificate as well as bill accepting authority prior to the payment of final bill. The payment against the PF (Contractor's share only) is reimbursable to the contractor on submission of proof of payment.

## **USER PORTAL AGREEMENT**

### **e-Tender Portal User Agreement**

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

#### **A. UNDERTAKINGS TO BE FURNISHED ONLINE BY THE BIDDER**

##### **I DO HEREBY UNDERTAKE**

1. That all the information being submitted by me/us is genuine, authentic, true and valid on the date of submission of tender and if any information is found to be false at any stage of tendering or contract period I/We will be liable to the following penal actions apart from other penal actions prescribed elsewhere in the tender document.

- a. Cancellation of my/our bid/contract(as the case may be)
- b. Forfeiture of EMD
- c. Punitive action as per tender document

2. That I/we accept all terms and condition of NIT, including General Terms and Condition and Special/Additional Terms and Condition as stated there in the tender document as available on the website.

3. That I/we accept the Integrity Pact as given in the tender document (if applicable).

4. That I/we am/are giving my/our consent for e-payment and submitting/shall submit the mandate form for e- payment in the format as prescribed in the document in case, the work is awarded to us.

5. That I/we do authorize CIL/subsidiary for seeking information/clarification from my Bankers having reference in this bid.

6. That I/we will upload original/certified photo/scanned of all the relevant documents as prescribed in the tender document in support of the information and data furnished by me/us online.

7. I/We confirm that I/We have not been banned or de-listed by any Govt. or Quasi Govt. agencies or PSUs. In case We are banned or delisted this information shall be specifically informed to the tender issuing authority.

8. That I/We accept all the undertakings as specified elsewhere in the tender document.

9. That this online agreement will be a part of my bid and if the work is awarded to me/us, this will be a part of our agreement with CIL/subsidiary Company.

## **B. TERMS AND CONDITIONS OF E-TENDER SERVICES AGREEMENT**

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

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

[www.coalindiatenders.gov.in](http://www.coalindiatenders.gov.in) is an e-procurement portal of Coal India Limited/it's Subsidiary.

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

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

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

### **Bidder Registration, Password and Security**

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

The Online registration/enrollment of bidder on the portal should be done in the name of the bidder.

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

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

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

By registering in this portal you forthwith assume the responsibility for maintaining the confidentiality of

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

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

#### → **Modification of software**

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

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

#### → **System Requirements**

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

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

a. Incorrect use of the e-Tender System,

**or**

(b) Internet Connectivity failures in respect of the equipments used by the Users or by the Internet Service Providers,

**or**

(c) Inability of the Bidder to submit their bid due to any DSC related problems, hardware, software or any other factor which are personal/ special/ local to the Bidder.

#### → **Contents of Tender Information**

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

## ➤ **Bid Submission Acknowledgement**

The User should complete all the processes and steps required for Bid submission. The successful Bid submission can be ascertained once **acknowledgement** is given by the system through **Bid Submission** number i.e. **Bid ID**, after completion of all the processes and steps. Coal India Limited/Subsidiary is not responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and so the same will not be available to the **Tender Inviting Authority** for processing.

The acknowledgment is the only confirmation of submission of bid, which the bidder can show as a proof of participating in the tender. Other than this acknowledgment, no proof will be considered as a confirmation to the submission of a bid. If the bidder fails to produce this acknowledgment required for verification in case of dispute, his claim for submission of bid may not be considered.

## ➤ **Upload files**

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

## ➤ **User Conduct**

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

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

## ➤ **Amendments to a tender published:**

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

## **Special Admonitions For International Use:**

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

## **Links**

The Site may provide, links to other World Wide Web sites or resources. Because CIL/subsidiary has no control over such sites and resources, you acknowledge and agree that the CIL/Subsidiary is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that the CIL/subsidiary shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, Goods or Services available on or through any such site or resources.

## **Miscellaneous**

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

## **Governing Law**

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

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

## **Modification of terms of Agreement**

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

## **Policy and Security**

### **General Policy**

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

**Information Collected**

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

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

- The Internet domain and IP address from which you access our portal;
- The date and time you access our portal;
- The pages you visit

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

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

**Use of Cookies**

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

**Security**

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

## **INTEGRITY PACT**

Between

**Mahanadi Coalfields Limited (MCL)** hereinafter referred to as **“The Principal”**

And

\_\_\_\_\_ hereinafter referred to as  
the **“The Bidder / Contractor**

### **Preamble**

The Principal intends to award, under laid down organizational procedures, contracts for \_\_\_\_\_. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the “International Non-Governmental Organization” “Transparency International”(TI). Following TI’s national and International experience, the Principal will appoint an external Independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **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:-
  1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
  2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
  3. The Principal will exclude from the process all known prejudiced persons.

- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

## **Section 2 – Commitments of the Bidder /contractor**

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  1. The Bidder/Contractor will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  3. The Bidder/Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

- (1) If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
- (4) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

## **Section 4 – Compensation for Damages**

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3% of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
- (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 equivalent to 5% of the Contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee whichever is higher.
- (3) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

## **Section 5 – Previous transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## **Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors**

- (1) The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section 7 – Criminal charges against violating Bidders / Contractors / Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Vigilance Office.

### **Section 8 – External Independent Monitor / Monitors ( three in number depending on the size of the contract ) ( to be decided by the Chairperson of the Principal ).**

- (1) The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- (3) The Contractors accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal 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.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Outside Expert Committee members/Chairman as prevailing with Principal.
- (8) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (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 respective contract and for all other Bidders 6 months after the contract has been awarded.

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 Chairperson of the Principal.

### **Section 10 – Other Provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Sambalpur.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium 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 will strive to come to an agreement to their original intentions.

\_\_\_\_\_  
For the Principal

\_\_\_\_\_  
For the Bidder/Contractor

Place: \_\_\_\_\_

Witness 1: \_\_\_\_\_

Date : \_\_\_\_\_

Witness 2: \_\_\_\_\_

[illegible]

Item Rate BoQ

Tender Inviting Authority: HoD (E&T), MCL

Name of the Work / Pilot Project for Applicability of Drone (RPA) Based  
Contract No: Applications in MCL.

|                                                    |                                                     |                                               |                             |                   |                                   |                                           |
|----------------------------------------------------|-----------------------------------------------------|-----------------------------------------------|-----------------------------|-------------------|-----------------------------------|-------------------------------------------|
| .                                                  | Category of Services (To Be Selected by Department) | Category of Bidder (To Be Selected by Bidder) | To Be Entered by Department |                   |                                   |                                           |
| ITC Available                                      | Works Contract                                      | Bidder's Status (Mandatory)                   | Rate of GST (in %)          | Total GST(in Rs.) | GST to be Paid By Bidder (in Rs.) | GST to be Paid By CIL/Subsidiary (in Rs.) |
| Name of the Bidder/<br>Bidding Firm /<br>Company : |                                                     | Select                                        | 18                          | 0.00              | 0.00                              | 0.00                                      |

| PRICE SCHEDULE                                                                                                                                                                                                                                              |                                                                                                                     |               |        |                                    |                                                                                |                                           |                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|---------------|--------|------------------------------------|--------------------------------------------------------------------------------|-------------------------------------------|--------------------------|
| (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only ) |                                                                                                                     |               |        |                                    |                                                                                |                                           |                          |
| NUMBER #                                                                                                                                                                                                                                                    | TEXT #                                                                                                              | NUMBER #      | TEXT # | NUMBER                             | NUMBER #                                                                       | NUMBER #                                  | TEXT #                   |
| Sl. No.                                                                                                                                                                                                                                                     | Item Description                                                                                                    | Quantity      | Units  | Estimated Rate per day in<br>Rs. P | BASIC RATE Per day<br>In Figures To be<br>entered by the Bidder<br>in<br>Rs. P | TOTAL AMOUNT Without Taxes<br>in<br>Rs. P | TOTAL AMOUNT<br>In Words |
| 1                                                                                                                                                                                                                                                           | 2                                                                                                                   | 3             | 4      | 5                                  | 6                                                                              | 7                                         | 8                        |
| 1                                                                                                                                                                                                                                                           | Pilot Project for Applicability of Drone (RPA) Based Applications in MCL.                                           |               |        |                                    |                                                                                |                                           |                          |
| 1.01                                                                                                                                                                                                                                                        | Operation of Drone (RPA) and submission of results as per the Scope of Work and all Terms and Conditions of the NIT | 100.000       | Days   | 106850.00                          |                                                                                | 0.00                                      | INR Zero Only            |
| 2                                                                                                                                                                                                                                                           | Total impact of GST for the purpose of CTC                                                                          | 1.000         | Nos    |                                    | 0.00                                                                           | 0.00                                      | INR Zero Only            |
| Total in Figures                                                                                                                                                                                                                                            |                                                                                                                     |               |        |                                    |                                                                                | 0.00                                      | INR Zero Only            |
| Quoted Rate in Words                                                                                                                                                                                                                                        |                                                                                                                     | INR Zero Only |        |                                    |                                                                                |                                           |                          |