
# COAL INDIA LIMITED
# CONTRACT MANAGEMENT MANUAL
## CHAPTER – 2
## TURNKEY CONTRACTS
(Updated up to August’2026)

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## SECTION 1 – CONTRACT IDENTIFICATION

**“Definition-** A Turnkey / Engineering, Procurement and Construction (EPC) (also called ‘Design & Build’ Contracts) approach relies on assigning the responsibility for investigations, design and construction to the contractor for a lump sum price determined through competitive bidding. The objective is to ensure implementation of the project to specified standards with a fair degree of certainty relating to costs and time while transferring the construction risks to the contractor. The work of the contractor includes design, fabrication, installation, aftermarket support and technical service for the turnkey project.

1. **Processing of Turnkey Projects/Works as a single contract**

   Following are the stages in planning, sanctioning and execution of Turnkey Projects:

   i. Perspective Planning for works;
   ii. Preparation of Preliminary Project Report (PPR) or Rough Cost Estimate;
   iii. Acceptance of necessity and issue of in-Principle Approval;
   iv. Preparation of Detailed Project Report (DPR) or Preliminary Estimate (PE);
   v. Administrative Approval and Expenditure Sanction (A/A&E/S) or ‘Go ahead’ Approval;
   vi. Detailed Design, Estimate and Technical Sanction;
   vii. Appropriation / re-appropriation of funds;
   viii. Preparation of Bid documents, Publication, Receipt and Opening of Bids;
   ix. Evaluation of Bids and Award of Work;
   x. Execution and Monitoring of works and Quality Assurance.

2. **The Basic Principles of undertaking Turnkey Projects:**

   i. No Turnkey works should be sanctioned without

      a) Careful assessment of the assets or facilities already available and time and cost required to complete the new works.

      b) A concept plan/ preliminary drawing has been approved by the Authority competent to accord sanction. While designing projects to the extent possible, principles of Life Cycle Costing may also be considered;

   ii. As budgetary resources are limited and granted on annual basis, adequate provisions should be ensured for works and services already in progress before new works are undertaken.

iii. No project or work will be split up to bring it within the sanctioning powers of a lower authority.

iv. For purpose of approval and sanctions, a group of works which forms one project, shall be considered as one work. The approval or sanction of the higher authority for such a project which consists of such a group of work should not be circumvented by resorting to approval of individual works using the powers of approval or sanction of a lower authority. If the component parts of a project are mutually independent of each other and are not dependent on the execution of one or more such component parts, each such part should be treated as a separate project. In case the functioning of a project is dependent on the execution of one or more other projects, the entire group of such projects should be taken as a single scheme/ project and provision made accordingly. If however, a scheme consists of revenue component, capital expenditure and loan content, etc. the provision for which is required to be exhibited separately under respective Heads of Account, there is no objection to the provision being made in the relevant Heads of Account; but the authorities concerned should ensure that the sanction of the Competent Authority is obtained for the integrated scheme as a whole depending on the total cost of the scheme. It will not be permissible in such cases to split up a scheme treating each part as a scheme in order to avoid the sanction of a higher authority.

v. Any anticipated or actual savings from a sanctioned estimate for a definite project, shall not, without special authorisation, be applied to carry out additional work not contemplated in the original project.

vi. Any development of a project considered necessary while a work is in progress, which is not contingent on the execution of work first sanctioned, shall have to be covered by a supplementary estimate.

vii. The construction period and sanctioned cost stipulated in the sanction of Project will not be exceeded as far as possible.

viii. The procuring entity shall put in place, as far as possible, empowered project teams for all large value projects and these teams should be tasked only with project execution and not given other operational duties.

ix. The competent authority according administrative approval should be kept informed of the physical and financial progress of the work till their completion through regular periodical reports.

x. The detailed procedure relating to expenditure on such works shall be prescribed by the provisions in the Manual hereinafter, generally based on the procedures and the principles underlying the financial and accounting rules prescribed for similar works carried out by the CIL.

xi. No works shall be commenced or liability incurred in connection with it until:

a) Feasibility Study Report/ Preliminary Project Report (PPR) has to be prepared in case of works of substantial value. Before undertaking a project Feasibility study/ Preliminary Project Report (PPR) may be prepared by the Project Executing Agency as prescribed in point (iv) above. A presentation on the findings of the feasibility study/ PPR may be made by a team (which may include engineers/ consultants/ outside experts, finance officers etc.) before the Competent Authority. This is to provide an opportunity to the Competent Authority to have an overall assessment of the situation, appraisal of various options as well as likely challenges and mitigation measures. In the case of very large projects, such presentation may be made to the CMD of the CIL/Subsidiary. The record of discussions during the presentation may become part of the Detailed Project Report (DPR) and tender file/ project record.

b) A proper Detailed Project Report (DPR) has been prepared by a competent agency;

i. Administrative approval (A/A) has been obtained from the appropriate authority, in each case;

ii. Expenditure Sanction (E/S) to incur expenditure has been obtained from the competent authority;

iii. Technical approval has been obtained for the detailed and coordinated design of all the Architectural, Civil, Electrical, Mechanical, Horticulture and any other services included in the scope of the sanction and of the Detailed Cost Estimates containing the detailed specifications and quantities of various items prepared on the basis of the schedule of rates maintained by CPWD or other Public Works Organizations.

iv. Funds to cover the work, which will be executed, at least during the current year, have been provided by competent authority.

v. Tenders have been invited and processed in accordance with rules.

vi. Award of work and execution of Contract Agreement;

vii. A work order has been issued.

viii. Time taken in grant of statutory and other clearances also contributes to the time and cost overrun in public projects. These clearances are required to achieve specific objectives like concern for the environment, aviation safety, preservation of national heritage, conservation of forest and wildlife etc. Public Authorities/ Project Executing Authorities should plan for obtaining all necessary clearances quickly and proper efforts be made for the same, which also should be duly recorded. The progress regarding follow-up of obtaining the statutory clearances should be closely monitored.

ix. The process of land acquisition shall be started by the Procuring Entity, well ahead and completed entirely, or at least substantially, before the work is started. Availability of auxiliary services has been ensured - like roads/access, power, water, solid & liquid waste disposal system, street lighting and other civic services shall be ensured. It is desirable to have 100% of the required land in possession before award of contract; however, it may not always be possible to have the entire land due to prevailing circumstances. Also, it may not be prudent to put the entire process of award of contract on hold for want of the remaining portion of land, which in the assessment of public authority or the project executing authority, could possibly be acquired in a targeted manner after award of the contract, without affecting progress. Minimum necessary encumbrance free land should be available before award of contract. The minimum may be determined based on the circumstances of each case or general guidelines, issued by the concerned authorities. Such land, non-availability of which, will prevent essential components of work from execution, should be insisted upon. Project Executing Authorities should plan for acquiring balance land quickly and proper efforts be made for the same, which also should be duly recorded. The progress regarding land acquisition should be closely monitored.

**NOTE:**

1. During approval of estimate, in case complete clear site is not available then the available land needs to be certified on the proposed plan of the site with a line schedule depicting tentative timeline for acquiring of balance land.

2. Area General Manager / Engineer-in-charge should ensure that the process of removal of hindrances (through departmental or contractual means, as per requirement) has been initiated along with the proposal of estimate.

3. The company should plan well ahead and ensure the timely shifting of any utilities (*like electric lines, water pipes, telephone cables etc.*) encountered in the site so as to provide an encumbrance free site to the contractor. Such works of shifting may be taken up as "Urgent Works" (*in line with Manual for Civil Engineering Works*) so as to avoid the delay in the execution of the work of the contract.

4. Subsidiary HQs under the chairmanship of concerned Director [Technical( P&P)] shall form their own SOPs for earliest clearances of hindrances from the site.

   **TO BE PART OF TENDER DOCUMENT:** If the site is clear and is available without encumbrances that may also be explicitly mentioned.

### 3. Preparation of Preliminary Project Report (PPR) or Rough Cost Estimate

a. A preliminary project report (PPR) or Rough Cost Estimate shall be prepared by the procuring entity based on Land, Site Details, functional and space requirements (or Various Facilities, Special Requirements/ Features and Broad Specifications for specialised Equipment and Plants), Layout Plans etc, with the technical details/ documents mentioned below being prepared by (or under the guidance of) the technical member(s).

b. The preliminary project report shall provide the following details:

   i. Background of the work/ project justifying the need for the work

   ii. Details of scope of the project

   iii. Exclusions (if any) - This will cover part of the work, which is not included in this particular project estimate.

   iv. Availability of land - There should be a clear indication about the availability of land required for completion of whole project. The land shall be made available free of all encumbrances.

   v. Availability of auxiliary services - like roads, power, water, solid & liquid waste disposal system, street lighting and other civic services shall be ensured.

   vi. Reference to Concept Plans/ Preliminary Drawings, if any and their acceptance - This shall indicate the details of Concept Plans/ Preliminary

Drawings prepared and their approval by the requisitioning authority.

vii. Agency of Procurement – through direct procurement, outsourcing to PWO/ PSUs or otherwise.

viii. Rough Cost Estimate: Department may carefully assess alternative technological options, their area requirements and obtain Rough Cost on the basis of prevailing Plinth Area rates (or any other reliable basis) without preparation of drawings to enable the competent authority to accord in principle approval.

ix. If relevant, Cost benefits analysis of the project, including evaluation of options for cost sharing/ recovery (user charges) for infrastructure/ services. Principles of Life Cycle Cost may also be considered, to the extent feasible.

x. Cash flow: This will show year-wise requirement.

xi. Source & availability of funds - The manner of transferring the fund to the executing agency to be spelt out.

xii. Appendices:

xiii. Requisition of the Department.

xiv. Concept Plans/ Preliminary Drawings.

xv. Reference to approval of Concept Plans/ Preliminary Drawings.

xvi. Any other relevant documents.

xvii. A presentation on the findings of the feasibility study/ PPR may be made by a team (which may include engineers/ consultants/ outside experts, finance officers etc.) before the public authority or designated competent authority. This is to provide an opportunity to the public authority to have an overall assessment of the situation, appraisal of various options as well as likely challenges and mitigation measures. In the case of very large projects, such presentation may be made to the head of the public authority. The record of discussions during the presentation may become part of the

Detailed Project Report (DPR) and tender file/project record.

## 4. Detailed Project Report (DPR):

4.1 As prescribed above, once the project is considered viable and the Competent Authority gives approval, a DPR/ Detailed Estimate should be prepared with due care and accuracy, using latest technological tools collecting all relevant ground information including consultation with the field units, wherever applicable.

4.2 Presentation may be made about the DPR before the Competent Authority, for projects above a threshold value, as decided by Project Executing Authorities. The presentation may include salient features of the project including general layout, architectural drawings, broad specifications, cash flow (over the life of the project), composition of the project team, quality management plan for the project, important milestones in the project execution, obligations of the authority and the contractor/ concessionaire (hereinafter referred to as "contractor") and possible risks and mitigation measures. In the case of very large projects such presentation may be made to the Competent Authority. The record of discussions during the presentation shall become part of tender file/project record.

4.3 Wherever consultants are appointed for preparation of DPR, field units of the public authorities should also be associated with the process. The inputs from these field units can be useful in proposing best solutions for design and execution of the work as they are the custodian of legacy data, which may not be available with the consultants, as they may not be operating regularly in that geographical region. It is therefore, essential to stipulate & ensure successful project design/ supervision experience while selecting consultants, for Turnkey Projects. DPR in such contracts is required to be based on proper ground investigation at each specified stretch (normally 50 metres), called “reach”, and the Consultant be directed to exercise such due diligence.

4.4 Endeavour may be made to enlarge the base of the 'Schedule of Rates' published by various organizations to bring a maximum number of Items under its ambit. For non-scheduled items, rates may be finalized by a committee constituted by the organization concerned/ consultants as the case maybe.

4.5 The involvement of the user Department in providing proper inputs including their requirements during the preparation of the DPR and before accepting the draft DPR is paramount in ensuring successful implementation. Proper field surveys and investigations of ground conditions are critical in preparation of a reliable DPR. Providing scientifically valid data to bidders will depend on the quality of the investigations done by the DPR consultant. As a corollary, the user Department must insist on a qualified team of engineers with experience for carrying out DPR studies. It is also essential that the user Department insists that the Consultant offers them technology options at the early stage of preparation of the DPR, so that a cost-efficient choice may be made using principles of Life Cycle Costing. In case the deviations between actual ground situation and the situation recorded in such DPR results in significant cost and time over-runs, the engineer, while doing valuation of variations must bring to Procuring Entity‘s notice the reach-wise differences and the Competent Authority may consider stringent action against the consultant who has prepared such DPRs, including debarment from future consultancy contracts, after following due procedure. Such clauses may be included in the contracts for preparation of DPR. Wherever consultants are appointed for preparation of DPR, field units of the procuring entity should also be associated with the process. The inputs from these field units can be useful in proposing best solutions for design and execution of the work as they are the custodian of legacy data, which may not be available with the consultants, as they may not be operating regularly in that geographical region.

5. Examine the particulars of the work as given in detail report and prepare proposal for obtaining approval for tendering of the proposed turnkey job from competent authority.

6. Send proposal to competent authority for approval of tendering.

7. Obtain approval from Competent Authority for tendering of the proposed turnkey Projects as per prevalent DoP of CIL.

**NOTE:** Competent Authority for Approval of Tendering of Turnkey Projects (As per prevalent DoP of CIL):

| **Sl. No.** | **Estimated Value of Contract (Including GST)** | **Authority for Approval** |
|---|---|---|
| 1. | Up to DOP of Director | Concerned Director in Charge of Subsidiary Company / CIL |
| 2. | Beyond DOP of Concerned Director of Subsidiary Company-/ CIL | Chairman cum Managing Director of Subsidiary Company / CIL |

<table>
<tr><td colspan="3">Contract Work Details<br>(for Turnkey Jobs only)</td></tr>
<tr><td>Company:</td><td>Project / Area:</td><td>Date:</td></tr>
<tr><td>From:</td><td></td><td>To: CTD (Concerned Technical Department) / Tendering Department</td></tr>
<tr><td colspan="2">Particulars</td><td>Remarks by: CTD/PMD</td></tr>
<tr><td colspan="2">Date and reference of Project Sanction/Works Estimate Sanction for the work.</td><td></td></tr>
<tr><td colspan="2">Name and description of each work to be done on turnkey basis.</td><td></td></tr>
<tr><td colspan="2">Brief engineering details of specifications necessary for Tender Notice e.g. capacity required, performance standards etc.</td><td></td></tr>
<tr><td colspan="2">Estimated total cost of the work as per Project report.</td><td></td></tr>
<tr><td colspan="2">Anticipated date of: -<br>• Commencement of the work<br>• Completion of the work</td><td></td></tr>
<tr><td colspan="2">Approval by the financial institutions like IDA/IBRD if required for the work.</td><td></td></tr>
<tr><td colspan="2">Minimum eligibility criteria i.e. past experience, volume of work undertaken/ completed etc. for bidders/tenderers for the job.</td><td></td></tr>
<tr><td colspan="2">Estimated foreign exchange component of the work for<br>Imported equipment<br>Royalty/fees for know-how from abroad. If DGTD clearance required to be stated.</td><td></td></tr>
<tr><td colspan="2">Status of land acquisition for the project.<br>If land acquisition is not complete, likely date of completion</td><td></td></tr>
<tr><td colspan="2">Status of site clearance for the construction activity for the Project. If not received, likely date of receipt.</td><td></td></tr>
<tr><td colspan="2">Type of tendering to be done for the contract with reasons: -<br>e.g. (i) Global : Where sufficient technology/ know-how is not indigenously available more competitive bidding is expected from abroad; (ii) Open on all India basis only, Where sufficient technology/ know-how is indigenously available .</td><td></td></tr>
<tr><td colspan="2">Obtaining environmental clearance wherever necessary</td><td></td></tr>
<tr><td colspan="2">Any other relevant details of the job, if considered necessary by CTD/PMD for the purpose of tendering.</td><td></td></tr>
<tr><td>ORIGINATOR</td><td>CHECKED BY</td><td>APPROVALS</td></tr>
<tr><td colspan="2">REMARKS BY CTD/TENDERING DEPARTMENT</td><td>DATES RECEIVED:<br>DEALING ASSTT:<br>REGISTER REF:</td></tr>
</table>

## SECTION 2 – PREPARATION AND COMPILATION OF TENDER DOCUMENTS

PMD (for Project related work)/ CTD (for Non- Project related work) to take action for preparation of the following for the purpose of compilation of Tender Documents for Turnkey Projects:

A) On receipt of in-principal Approval of the project, the procuring entity shall finalize the Detailed Project Report giving reference to the documents mentioned below. The DPR should provide a level playing field to the bidders and should ensure as far as feasible, the widest possible competition:

i) Reference to Concept plan/ preliminary drawings and their acceptance - This shall indicate the details of Concept plan/ preliminary drawings prepared and their approval by the competent authority as per DOP;

ii) Details of scope of the project indicating clearly the list of Engineering Services (Mechanical/ Electrical/ Plumbing) as well as Operation and Maintenance included or not included in the DPR/PE;

iii) Preliminary estimated cost – This will also include the expected escalation for the period of completion of the project and also the departmental or lump sum charges to be paid to the executing agency (Public Works Organization or PSUs). Cash flow projection should show year-wise requirement. While designing the projects etc, if and to the extent possible, principles of Life Cycle Cost may also be considered;

iv) Time of the completion – This will consist of two parts, one for pre-construction activity till award of the work and the other one for the execution;

v) Details of land required along with land plan schedule to implement timely land acquisition procedures;

Availability of Land and Statutory Clearances:

a. It is desirable to have 100% of the required land in possession before award of contract; however, it may not always be possible to have the entire land due to prevailing circumstances. Also, it may not be prudent to put the entire process of award of contract on hold for want of the remaining portion of land, which in the assessment of public authority or the project executing authority, could possibly be acquired in a targeted manner after award of the contract, without affecting progress.

b. Minimum necessary encumbrance free land should be available before award of contract. The minimum may be determined based on the circumstances of each case or general guidelines, issued by the concerned authorities. Only such land, non-availability of which, will prevent essential components of work from execution, should be insisted upon.

c. Time taken in grant of statutory and other clearances also contributes to the time and cost of public projects. These clearances are required to achieve specific objectives like concern for the environment, aviation safety, preservation of national heritage, conservation of forest and wildlife etc. Public Authorities/ Project Executing Authorities should plan for obtaining all necessary clearances quickly and closely monitor the progress.

vi) Environmental impact assessment (EIA) of the project and approval thereof, wherever applicable;

vii) Social Impact Assessment and Resettlement and Rehabilitation: Social Impact Assessment needs to be done, based on baseline socio-economic survey and census survey data, to identify the Project Affected People (PAPs). A Resettlement and Rehabilitation Plan should be prepared for the PAPs in accordance with the prevalent R&R (Resettlement and Rehabilitation) policy of the company, and State Governments framework of resettlement policies and other social safeguard policies designed to protect the rights of the affected persons and communities as applicable;

viii) List of Approvals from Statutory Bodies required;

ix) Annual plan allocation and cash flow;

x) Systems to be adopted for project monitoring;

xi) Works accounting system;

xii) Quality assurance system/ mechanism;

xiii) Bidding Systems – As per e-Procurement Guidelines for Works and Services.

In case the Work is assigned to Public Works Organisation or the Public Sector

Undertaking, that agency shall prepare the DPR and PE.

B) Cost Estimates in the pre-defined format (Refer Annexure – XII)

C) Instructions to Tenderers to submit their bids according to the specifications-

i. Methods of pricing in the pre-defined format according to DPR- prices to be inclusive of all taxes and duties;

ii. Eligibility conditions / criteria for bidders.

**iii. The minimum period for bid submission for EPC / Turnkey Contracts shall be 21 x 24 hours.**

D) Conditions of Contract:

i. Terms of payment;

ii. Performance guarantee clause;

iii. Price variation clause;

iv. Others.

E) Special Conditions of Contract (SCC):

i. Any additions, deletions, or variations to the GCC felt necessary for a particular project shall be done by an appropriate entry in the SCC. Conditions of a special nature and project-specific conditions shall be rationally incorporated.

Special conditions shall be approved by the authority competent to accept the tender.

ii. While drafting SCC, the circumstances warranting them shall be duly considered, including but not limited to the following:

a. Where the wording in GCC specifically requires that further information is to be included in SCC and the conditions would not be complete without that information;

b. Where the wording in GCC indicates that supplementary information may be included in SCC, but the conditions would still be complete without that information;

c. Where the type, circumstances or locality of the works requires additional clauses or sub-clauses; and

d. Where the laws of the country, or exceptional circumstances, necessitate alterations in GCC. Such alterations are affected by stating in SCC that a particular clause, or part of a clause in GCC, is deleted and giving the substitute clause or part, as applicable.

**Note:** The above document would be prepared either by CTD/PMD or CMPDI or any other outside consultant appointed for this purpose according to the requirements of the job. However, CTD/PMD would be responsible for coordinating the activities for the preparation of these documents.

## SECTION 3 – TENDER OPENING, EVALUATION AND AWARD OF WORK

1. Put up proposals in association with Finance and CTD for formation of the Tender Committee, **need based modification may be done with competent approval i.e. authority competent to approve the formation of tender committee:**

a. Chairman - GM/CGM rank

* Representative of concerned GM-Area/Project

* Representative of CTD (Concerned Technical Department) which shall be the tendering department – Member Secretary

* Representative of Finance

* Any other member below the rank of GM/CGM, if required, by the CTD

for estimated value of work, the award of which requires the approval of Director or CMD of the subsidiary company / CIL.

b. Chairman – Concerned Director of the subsidiary company / CIL

* GM of concerned Area/Project

* GM/Head of Department of CTD (Concerned Technical Department) which shall be the tendering department - Member Secretary

* GM/Head of Department of Corporate Finance

* Any other member, if required, by the CTD

for estimated value of work, the award of which requires approval of the FDs/Empowered Committee/Board of the subsidiary company / CIL.

2. Obtain approval of the formation of Tender Committee:

a) from Director-in-charge for 1(a) above

b) from CMD for 1(b) above

*__NOTE:__ For estimated value of work, the award of which requires the approval of below Director Level, the approval of tender committee formation shall be taken from the respective Tender Accepting Authority.

3. Inform respective members of the Tender Committee regarding their formation / nomination preferably before publication of Tender.

**Note**:

a) The representatives of the GM-Area/Project and other concerned Departments as outlined in step 1(a) should, as far as possible, be in a position to be associated till finalization of the recommendation of award.

b) The Tender Committee as outlined in steps 1(a) and (b) above may take the assistance of any personnel/official of the concerned discipline of the Company as may be required for its deliberation.

c) Dealing officer in Tendering department/ CTD is to act as Co-ordinator for the Tender Committee.

d) Tender committee as outlined above at Step 1(b) may comprise of suitable additional member for specialized or very high value bids needing specialized expertise, if so, considered necessary by the Chairman of the Tender Committee. Such representatives may also be obtained from CMPDIL or other agencies and shall be duly approved.

e) In case of absence of a Director on any Tender Committee meeting, another Director will preside over the meeting. There should be alternate members for each head of division/department.

f) No member of the tender committee should be reporting directly to any other member of such committee irrespective of the value of procurement except chairman of the committee. TC cannot have tender accepting authority as a TC member.

4. Tender Inviting Authority shall intimate members of the Tender Committee about the date and time of the opening of tenders.

5. Pre-Tender activities:

a. **Architectural and structural drawings:** Architectural and structural drawings (fit for construction) are among the core requirements for projects. Finalization of these drawings at the earliest, preferably at the time of preparation of the cost estimate itself, can help to determine quantities of various items of the work. Adverse consequences of not preparing these drawings before invitation of tenders may manifest in the form of delay in execution of the work and deviations in quantities of the items of work. Hence, approved architectural and structural drawings should be available before Invitation of tenders. Fit for construction (sometimes called good for construction) drawings means the architectural and structural drawings approved by the project executing authority as well as by the authority governing the extant rules/ laws, including byelaws, such as local authorities.

b. **Pre-Notice Inviting Tender (NIT) Conference:** In complex and innovative procurement cases or where the procuring entity may not have the required knowledge to formulate tender provisions, a pre-NIT conference may help the procuring entity in obtaining inputs from the industry. Such conferences should be widely publicised so that different potential suppliers can attend. All inputs received from the probable bidders in such conference shall be compiled / minuted, and requirements finalised (with the approval of the Technical committee, if formed, by the competent authority). In a more complex, large, and greenfield/blue-sky project, Two-Stage Tendering (with EoI) would be more appropriate and transparent. Pre-NIT conference may be held in hybrid mode (i.e. physical as well as through VC). The VC link for pre-NIT conference may be provided in the tender document or uploaded minimum one day before the conference through corrigendum.

c. **Empanelment of contractors:** Procuring entity may empanel / register contractors of those specific goods and services which are required by them regularly. Performance of such empanelled contractors should be reviewed periodically. The list of registered contractors shall be updated on a regular basis. The category/ class of contractors may be upgraded/ downgraded or contractors may be de-listed based on their performance. Empanelment of contractors shall be done in a fair and equitable manner, preferably online after giving due publicity. The practice of inviting bids for works tenders only from empanelled contractors may be confined to tenders up to certain threshold value, as decided by the competent authority as per DOP.

6. Tender documents:

a. The tender document is the fundamental document in the public procurement process as after award of the contract, it becomes part of the contract agreement. All necessary provisions governing the contract should be clearly provided in the tender document. Examples are technical specifications, drawings, commercial terms and conditions including payment terms, obligations of the procuring entity and the contractor, timeframe/milestones for execution of the project, tax Implications, compliance framework for statutory and other norms, reporting on progress/quality of the work, dispute resolution. Provisions/clauses in the tender document should be clear to avoid differences in interpretation and possible time overrun, cost overrun and quality compromises. Comprehensive survey & soil investigation report, area grading & mapping of underground facilities, where project is to be executed, may be made available and made part of tender document.

The following should also be made part of the Tender Document:

a. Preliminary survey
b. Soil Investigation Report
c. PERT for major activities.

NOTE:

1. The company should carry out the Soil Investigation Report and provide it to the CMPDIL / Consultant along with Preliminary survey.
2. The project risks such as soil conditions and weather or commercial and technical risks relating to design and construction are assigned to the Contractor. Contractor shall conduct their own site survey and geo-engineering investigations for design engineering and should submit their bids accordingly. No dispute / extra claim in this regard shall be admissible by the company.

***Note:*** *Model Tender Documents Issued by the DoE may be used, with due customisation.*

b. In tenders containing General Conditions of Contract (GCC), additional/ special conditions to be incorporated in the tender document, shall be need based and specific. The GCC should not be altered and changes, if any, in conditions of contract should only be made through the Special Conditions of Contract.

c. Identification of milestones may be done in an optimal and sequential manner and the same may be stipulated in the tender document along with enabling provisions.

d. Payment terms prescribed in the tender document should be such that the payment made to contractors at every stage is commensurate to quantum of work done, subject to any requirements for initial mobilisation.

e. Procuring entities may Issue Instructions regarding appropriate delegation of authority for approval of deviations, variations and changes in the scope of the contract.

f. Provision of price variation, wherever considered appropriate, as well as methodology for calculation of the same shall be clearly stipulated in the tender document.

g. Quality Assurance Plan (QAP) may be incorporated in the tender document/ contract. Schedule of visit by various levels of officials should also form part of the QAP.

h. Technical and Financial eligibility Criteria for the bidders are important in the public procurement process. They shall be clear and fair, having regard to the specific circumstances of the procurement. Appropriate parameters should be prescribed in the eligibility criteria for bidders, to enable selection of the right type of bidders in public interest, balancing considerations of quality, time and cost.

i. Open online tendering should be the default method to ensure efficiency of procurement. Public authorities should also keep the experience criteria broad based so that bidders with experience in similar nature of works in various sectors can participate.

j. Pre-bid conference may be conducted for large value tenders by Procuring Entities in physical / online mode. The Place and time of pre-bid conferences should be mentioned in the tender document and/ or publicized through the website of the procuring entity. The VC link for pre-bid meeting may be provided in the tender document or uploaded minimum one day before the meeting through corrigendum.

7. Publication of Tender:

a. Tender for the approved and financially concurred estimates will be published on the e-Procurement portal by authorized executives of CIL/Subsidiary with Digital Signature Certificate (DSC). The authorized executive for this purpose will normally be the HoD of the concerned tender inviting department.

b. The created tenders shall be published on the dedicated e-Procurement portal of CIL and the details will be mirrored in the Govt. e-Marketplace-Central Public Procurement Portal (GeM-CPPP) (http://eprocure.gov.in) of Govt. of India.

c. Publication of individual tenders in newspaper and other print media is dispensed with and one common window advertisement by CIL(HQ) and/or Subsidiary HQs may be published in national dailies, regional and local newspapers, once in a month, indicating that all the tenders issued by company for procurement of works / Services are available on the GeM portal / e-procurement portal.

Publication of the following Common Window Advertisement in National dailies, regional and local newspapers on a monthly basis may be arranged and also arrange for scrolling of the same on the company website along with GeM Bid Document Number / GepNIC Tender id.

**"***All the tenders issued by company for procurement of Goods, Works and Services are available on website of Coal India Ltd.* ***www.coalindia.in****, / respective subsidiary Company website, whichever is applicable, CIL e-Procurement portal* ***https://coalindiatenders.nic.in*** *and Central Public Procurement Portal*

***https://eprocure.gov.in***. *Procurement for goods and services (if available on GeM Portal) are to be done through GeM portal only* ***https://gem.gov.in*****".**

NOTES:

a. The Competent Authority for approval should be the CMD/ concerned Director of the subsidiary company **/ CIL** as per delegation of power.

b. In case there are contractors registered with the company for the nature and type of work and category (value wise), such registered contractors are also eligible to participate in the tender and necessary instructions to this effect should be given in the tender notice.

c. In case the work is of a specialised nature / very urgent nature with strict time frame and stringent quality requirements, limited tenders amongst registered/ working contractors or known agencies of repute may be invited with the competent approval, depending upon the value of work as per delegation of power.

8. Evaluation (The evaluation process shall depend on the specific mode given in the NIT):

a. Evaluate the eligibility of the Tenderers as per particulars furnished by the tenderers under Part-I of the bid regarding past experience, technical, financial & organizational resources/ capabilities etc. for undertaking the job.

b. Decide and approve the number of eligible bidders satisfying conditions as per Part – I.

c. EPC tenders shall be under two part tendering systems. In special cases Two Stage Tendering may also be done wherein in the first stage only Request for Qualification (RFQ) shall be hosted online and in the second stage Request for Proposal (RFP) shall be hosted online seeking proposals from qualified bidders in first stage

d. Evaluate the price bids on the following considerations and prepare comparative statement.

i) The nature and extent of work.

ii) The cost estimate prepared by the company for the job.

iii) The reasonableness of the rates quoted for the work on overall basis compared with the justified cost prepared after receipt of tender but before opening of Price Bid. The justified cost shall be prepared adopting any of the following:

i) Compared with the existing market rate/recently awarded rate for similar jobs in the company with necessary updation

or

ii) Assessment of probable quantity and cost thereof based on market rate/analysis/SOR as available based on judicious decision

or

iii) Assessment of probable cost by concerned technical department/consultant.

During preparation of justified cost following aspects may be taken into account:

a) Designs and drawings.

b) Civil works.

c) Supply of equipment.

d) Erection and installation of equipment.

e) Structural including fabrication etc.

f) Performance testing and trial runs.

g) Maintenance or Operation & Maintenance of the plant during DLP

h) Other works as may be required for the job.

e. Prepare a statement consolidating the following particulars with respect to the eligible tenderers: -

i) Particulars as per Part I and assessment thereof

ii) Comparative statement for evaluation of price bids.

f. Put up comparative statement to tender committee.

g. Award of Work:

The Tender Committee will recommend for award of work to the successful Bidder after evaluating their technical eligibility based on the system-generated evaluation sheets followed by evaluation of the scanned documents uploaded by Bidder in support of the information furnished by them online and after evaluation of the reasonableness of L-1 rates. The reasonableness of rates will be evaluated as per the following provisions and other guidelines issued from time to time: -

a) The overall amount for the work quoted by L-1 is justified and are in conformity with the guidelines given below: -

Compare the overall rates quoted by L-1 with:

i) Estimated rate/Justified rate (as applicable) of the work.

OR

ii) Analysis of rate based on prevalent market rates, including that of materials / consumable, equipment and labour (wherever possible and practicable) etc.

OR

iii) The Company's own Schedule of Rates (SoR) for such items of work (if available).

OR

iv) Recent rates awarded in the Company for such items of work in other contracts, if available.

b) It is not obligatory to recommend the award of work to the lowest Bidder in all cases.

In case the lowest Bid is found to be unbalanced (overall basis); clarification may be obtained from the L-1 Bidder to safeguard the interest of CIL/Subsidiary.

In case the lowest offer is found to be on the higher side, justification of such rate may be sought once including break-up of quoted price (if required). Suo-moto rebates, if offered, during such justification may be considered.

Negotiation, if unavoidable, may be carried out, as per recommendation of the Tender Committee after giving justification and recording details of such negotiations. Such negotiation shall be brought out in TC recommendation and approval of such negotiations be sought.

This may be done in accordance with the clause 26.2(A)of ITB.

h. The tender accepting authority i.e. Competent Authority shall approve the award of work after concurrence of associate finance. The approval for award of work to L-1 Bidder will be accorded by the Competent Authority as per Delegation of Power based on the TC recommendation. In any approval for acceptance of tender, the responsibility of the Competent Authority is not discharged merely by selecting the cheapest offer or accepting TC recommendations but ensuring (through his associate Finance), whether:

i. Offers have been invited in accordance with this manual and after following fair and reasonable procedures in prevailing circumstances;

ii. He is satisfied that the selected offer will adequately meet the requirement for which it is being procured;

iii. The price of the offer is reasonable and consistent with the quality required; and

iv. The accepted offer is the most appropriate taking all relevant factors into account in keeping with the standards of financial propriety.

i. Recommend award in favour of decided bidder.

j. Send recommendation along with detailed notes, supporting documents, minutes/records of negotiations, to competent authority for approval of award.

**Note:** For awards requiring approval of subsidiary company's board, the recommendation of the tender committee should be sent through the CMD of the subsidiary company.

k. Obtain approval of award from competent authority.

**Note:** Competent Authority for approving the award of work shall be considered as per existing DoP of CIL/Subsidiaries.

l. If award cannot be put up to Board within 30 days, decide in association with Corporate

Finance, for obtaining approval of the award, by circulation to members of the Board in case of urgency, otherwise may be put up in the next board.

9. **Rejection of Single Bid:** It has become a practice among some procuring entities to routinely assume that open tenders which result in single bids are not acceptable and to go for re-tender as a 'safe' course of action. This is not correct. Re-bidding has costs: firstly the actual costs of re tendering; secondly the delay in execution of the work with consequent delay in the attainment of the purpose for which the procurement is being done; and thirdly the possibility that the re-bid may result in a higher bid.

   Lack of competition shall not be determined solely on the basis of the number of Bidders. Even when only one Bid is submitted, the process should be considered valid provided following conditions are satisfied:

(i) the procurement was satisfactorily advertised and sufficient time was given for submission of bids;

(ii) the qualification criteria were not unduly restrictive; and

(iii) prices are reasonable in comparison to market values.

~~10. DELETED.~~

11. **Role of Tender Committee (TC)**

a. Member secretary of the Tender Committee is responsible for safe-custody of the documents and for processing involved at all steps in finalising the Procurement.

b. The TC shall be responsible for all aspects and stages of the evaluation of technical and financial proposals, negotiations, and final award of contract. There is no need to constitute any other committee for technical evaluation, preliminary evaluation, etc.

c. TC duties are to be discharged personally by the nominated officers. They may take help of their subordinate officers by way of reports/ evaluations, but they would still be answerable for such decisions. TC members cannot co-opt or nominate others to attend deliberations on their behalf. TC deliberations are best held across the table and not through circulation of notes.

d. After the proposals have been opened, the evaluation process can begin. Before starting the evaluation, the TC members should ensure that they

i) have no conflict of interest as defined in the tender document;

ii) understand the evaluation criteria;

iii) have been provided with evaluation worksheets; and

iv) Agree on how to evaluate the proposals.

e. Any criteria not specified in the tender document shall not be used for evaluation or qualification.

f. The technical evaluation report is a confidential document, and its contents shall not be disclosed. All records relating to the evaluation, such as individual mark sheets, shall be retained until completion of the project and its audit or any other time period as per statute.

g. Handling Dissent among Tender Committee

All members of the TC should resolve their differences through personal discussions instead of making to and fro references in writing. In cases where it is not possible to come to a consensus and differences persist amongst TC members, the reasons for dissent of a member should be recorded in a balanced manner along with the majority's views on the dissent note. The final recommendations should be that of the majority view. However, such situations should be rare. The Competent Authority (CA) can overrule such dissent notes after recording reasons for doing so clearly. His decision would be final.

In cases where the CA does not agree with the majority or unanimous recommendations of the TC, he should record his views and, if possible, firstly send it back to TC to reconsider along the lines of the tender accepting authority's views. However, if the TC, after considering the views of the CA, sticks to its own earlier recommendations, the CA can finally decide as deemed fit, duly recording detailed reasons. He will be responsible for such decisions. However, such situations should be rare.

**12 Grievances and its Redressal:**

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

a) Only a bidder who has participated in the concerned procurement process~~,~~

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

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

i) Determination of the need for procurement;

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

iii) Choice of selection procedure;

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

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

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

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

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

2. Issues related to ambiguity in contract terms shall not be taken up after a contract has been signed; all such issues should be highlighted before the vendor/contractor consummates the contract.

3. This grievance redressal is beside the avenue of complaints to the vigilance department of the procuring organisation.

[**Note for Procuring Entity (Not to be Part of Tender Document):**

1. *If received during the processing of the tender, the officer receiving the application shall forward it to the TC/Convener of TC for its examination on merits and action as considered necessary. An interim reply may be sent that the application will be kept in view in the tender evaluation, and a final response shall be given only after the declaration of the award of the contract. The Tender Committee shall place the application on record, including its analysis and action taken thereon, in the TC minutes/ report to the Competent Authority. After the award, the competent authority shall respond to the aggrieved party as per sub-para 2) below.*

2. *If such grievance is received after the declaration of the award of the contract, the officer receiving the application shall forward the application to the Competent Authority (Chairperson of TC) of the tender for his examination on merits and action as considered necessary. Such post award grievance must be redressed and closed within 30 days of receipt of the grievance. If the Competent Authority finds the complaint to have substance, appropriate and feasible remedial measures should be initiated as per sub-para 3 or 4 below.*

3. *If the grievance is resolved or if the grievance is found to be unwarranted, the aggrieved party shall be informed by the officer receiving the application of the final decision without disclosing confidential details.*

4. *Based on such representation, if the Competent Authority is satisfied that there has been a contravention of procurement guidelines in this case, he may initiate such action as, in his opinion, is necessary to rectify the contravention, including:*

   a) *If the grievance is due to inadequacy of procurement guidelines or a lack of understanding of the staff, remedial action to address such lacunae may be initiated without repercussions to the concerned staff.*

   b) *Annulment or reconsideration of the procurement proceedings;*

   c) *cancellation of the resultant procurement contract, if legally feasible;*

   d) *In case any individual staff is found responsible, suitable disciplinary proceedings should be initiated against such staff under the conduct rules.*

   e) *In case the complicity of any bidder is proved,*

      i) *removal of the concerned firm from the list of registered firms*

      ii) *debarment of the bidders, if warranted*

      iii) *reporting the matter to the Competition Commission of India (CCI) in case of anticompetitive actions by the bidder.*

*f) Handing over the case to CVO if there are aspects that require investigations.]*

[NOT TO BE PART OF THE TENDER DOCUMENT: GePNIC should be asked to provide the option of representation to the unsuccessful bidders giving them 48 hours in line with the GeM portal. After the updation of the system on GePNIC portal, accordingly the provision shall be provided in the Manual / Tender Document. Till then, the existing provisions shall continue.]

## SECTION 4: ISSUE OF LOA / WORK ORDER AND SIGNING OF AGREEMENT

1. Receive the approval of award, from competent authority.

2. Obtain from concerned departments, status of:

   a. Land acquisition for the project.

   b. Site accessibility and site clearance for commencement of work.

   c. Infrastructure facilities agreed to be provided, if any, by the company to the contractor.

3. Issue LOA / Work Order to successful bidder with direction to deposit security deposit and other documents for execution of contract agreement.

4. Before execution of agreement, obtain the competent approval of the following:

   Payment schedule, only if the Payment schedule was not provided with the estimate and not incorporated in the NIT. The competent authority for approval of Payment schedule shall be Tender Accepting Authority limited to concerned Director of CIL / Subsidiary.

5. Obtain details of sub-contracts to be given out by the contractor for execution of various parts of the work

6. ~~DELETED.~~

7. Prepare draft of agreement in association with PMD and contractor's representative.

8. Send draft agreement, if considered necessary, for vetting, to legal department.

9. Receive, from legal department, after vetting, draft agreement, if sent, with suggested changes/ modifications, if any.

10. Finalise draft of agreement after incorporating all changes/modifications, with contractor's representative.

11. Inform contractor of date and place of signing of agreement.

12. Sign agreement with tenderer.

**NOTE:** Tender Inviting Authority shall be the signing authority to sign the Contract Agreement. Work order / LOA, after approval of award, shall be issued by Staff Officer (CTD), Area or his nominated officer, for works tendered from area, and by GM/HoD(CTD) or his nominated officer for works tendered from Head Quarter.

Note: Framing of Contract

The following general principles should be observed while entering into contracts:

(i) Any agreement shall be issued strictly as per approved TC recommendations, be vetted by the Associated/ integrated Finance and approved by CA. The terms of contract must be complete, precise, definite and without any ambiguities. The terms should not involve an uncertain or indefinite liability, except in the case of a cost-plus contract or where there is price variation in the contract. In other words, no contract involving an uncertain or indefinite liability or any condition of an unusual character should be entered into without the previous consent of the Associated/ integrated Finance.

(ii) All contracts shall contain a provision for

a. Recovery of liquidated damages (LD) for delay in performance of the contract on the part of the contractor;

b. A warranty clause/ defect liability clause should be incorporated in contracts for plant and machinery and works, above a threshold value, requiring the contractor to, without charge, replace, repair or rectify defective goods/ works/ services;

c. All contracts for supply of goods should reserve the right of the Company to reject goods which do not conform to the specifications;

d. Payment of all applicable taxes by the contractor; and

e. However, the appointed day or day of starting of the work shall be determined.

(iii)Standard forms of contracts should be invariably adopted, except in cases where standard forms of contracts are not used or where modifications in standard forms are considered necessary in respect of individual contracts, legal and financial advice should be taken in drafting the clauses in the contract and approval of CAs is to be obtained.

13. **Earnest Money**

(i) Earnest Money submitted by the Bidder is forfeited in the following event:

a. Withdrawal of Bid after the end date of Bid submission.

b. Failure to deposit the Performance Security within the stipulated period of submission.

c. Any other conditions stipulated in the NIT.

(ii) On the request of the Bidder, send advice to concerned Finance to discharge the EMD submitted online after the Bidder has signed the Agreement and furnished the required Performance Security/ Security Deposit.

14. **Procurement Records**

The Procurement file should start with the indent and related documents. All subsequent documents relating to procurement planning; Copy of Bid Document and documents relating to its and formulation, publishing and issue/ uploading; Bid Opening; Bids received; correspondence and documents (including Technical Evaluation and TC report) relating to pre-qualification, evaluation, Award of Contract; and finally the contract copy, should be kept on the file. To maintain integrity of the records relating to procurement, these files should be kept secure and for contract management a new volume of file may be opened to obviate frequent exposure of sensitive procurement file. In contract management volume, copies of successful bid, Tender Committee Report & Contract may also be kept for ready reference, besides correspondence and documents relating to Contract Management and its closure. These documents can be very valuable at the time of arbitration, dispute, court proceedings, claims etc. and hence needs to be safeguarded.

## SECTION 5 – INSTRUCTIONS TO BIDDERS

### 1. Scope of Tenderer / Bidder

1.1 The ______________________________ (referred to as Employer in these documents) invites bids on turnkey basis / EPC Mode for the works (as defined in these documents and referred to as "the works") detailed in the table given in the Notice Inviting Tenders (NIT). The bidders may submit bid for all of the works detailed in the NIT.

1.2 The successful Bidder will be expected to complete the Work(s) within the Intended Completion period specified in the notice.

1.3 The Scope of Work and Conditions of Contract of SQC contract is also provided for the bidders. In case of award of work, the contractor shall also be required to comply and co-operate as per the provision of the SQC contract.

### 2. Eligible Tenderers / Bidders:

2.1 The Invitation for Bid(s) is open to all Bidders including an Individual/ Proprietorship firm/ Partnership firm/ Limited Liability Partnership/ Company registered under Companies Act/ Joint Venture or any other legal entity. The bidders shall be eligible to participate only if they fulfill the qualifying criteria laid down separately hereinafter.

2.2 A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works shall not be eligible to Bid.

2.3 Joint Venture (JV): Two or three companies / contractors / Legal entities may jointly undertake contract/contracts. Each entity will be jointly and severally responsible for completing the task as per the contract.

JV details:

Name of all Members of a JV (not more than 3):

1. Lead Member (minimum participation share – 50%)
2. Member (minimum participation share – 20%)
3. Member (minimum participation share – 20%)

JV must comply the following requirements:

*[**Note:** Joint Ventures are eligible to participate in tenders, if the estimated cost value put to tender is more than Rs. 10 Cr.]*

*[NOT TO BE PART OF THE TENDER DOCUMENT:*

*"For specialised nature of EPC contracts (ECV below Rs. 100 crores), CIL / Subsidiary may NOT allow JV with the competent approval of the Tender Approving Authority (TAA) as per the prevalent DOP.' ]*

i. ~~DELETED.~~

ii. ~~DELETED.~~

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

iv. The pre-qualification of a JV does not necessarily pre-qualify any of its member individually or as a member in any other JV.~~.~~

v. ~~DELETED.~~

vi. ~~DELETED.~~

vii. The JV must provide that the Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the JV and the entire execution of the contract shall be done with active participation of the Lead Member.

viii. ~~DELETED.~~

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

x. The earnest money / bids security/ performance security can be submitted by the Joint Venture or one or more partners of the Joint Venture.

xi. An entity can be a member in only one JV. All Bids submitted by JVs/Lead Partner, consisting of the common entities with other bids as member will be rejected.

xii. ~~DELETED.~~

xiii. If JV breaks up midway before award of work and during bid validity period bid will be rejected.

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

xiv. ~~DELETED.~~

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

xvi. JV shall open a bank account in the name of JV and all payments due to the JV shall be credited by procuring entity / employer to that account only. To facilitate statutory deductions all statutory documents like PAN, GST registration etc. shall be submitted by JV before making any payment.

xvii. The JV must enroll in the e-Procurement portal with the name of the firm as appearing in the JV agreement.

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

2.4. Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) issued by Govt. of India as amended from time to time shall be applicable.

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

## 3 QUALIFICATION OF THE TENDERER/BIDDER:

3.1 ~~DELETED~~

3.2 In the event that prequalification of potential bidders has been undertaken, only Bids from pre-qualified bidders will be considered for award of Contract.

3.3 If the employer has not undertaken pre-qualification of potential bidders, all bidders shall include the following information and documents with their bids as mentioned herein below in clause 3.4. All signed declarations are to be made in the tenderer's letter head.)

3.4 To qualify for award of the contract –

A. **Work Experience**: The intending tenderer must have in its name experience of having successfully completed similar works during last 10 (Ten) years ending last day of month previous to the one in which bid applications are invited i.e. e-publication date on procurement portal should be any of the following.

i) Three similar completed works each costing not less than the amount equal to 20% of the estimated cost put to tender.

Or

ii) Two similar completed works each costing not less than the amount equal to 25% of the estimated cost put to tender.

Or

iii) One similar completed work costing not less than the amount equal to 40% of the estimated cost put to tender.

**<u>Definition of Similar Nature of Work for CHP:</u>**

Design, Supply, Installation, Construction and Commissioning of any of the following systems:

Integrated Coal Handling Plant (CHP) or any other bulk material handling system with Conveyor system.

or,

Rapid Loading System (RLS) or Unit Train Loading System (UTLS) with Conveyor system.

or,

RCC or Structural Steel Silo/Bunker/ Surge Bin/Surge Hopper with Conveyor system.

or,

Any Plant which includes Coal Handling Plant (CHP) or any other bulk material handling system with conveyor system.

#Note: Conveyor system includes Belt conveyor/ Pipe conveyor/ High angle conveyor/ Chain conveyor.

***Note:*** *The definition of Similar Work for other works (other than CHP) to be given in the NIT (to be defined by CIL/Subsidiaries) should be broader, unambiguous, explicit and it should contain the predominant nature of tendered work. There should not be any scope for different interpretation by bidder and the department w.r.to "similar nature of work" defined in the NIT.*

The intending tenderer must submit documentary evidence in support of above in the form of (i) copy of work order, (ii) completion certificate indicating value and period of work, The BOQ / TDS certificate be submitted during clarification, if any.

Note:

1) The experience towards overseas jobs, if submitted, should be vetted/endorsed by the relevant* embassy/high commission concerned, towards authenticity of document in English or translated in English language.

(*Relevant embassy/High Commission means the embassy/High Commission in India of the country where the bidder has executed the said work or country of origin of the bidder OR the Indian embassy in the country where bidder has executed the work or country of origin of the bidder.)

2) JV, shall be allowed for participation in the bid with estimated cost Above Rs. 10 crores.

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

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

a) In case of completion of single work of similar nature costing, not less than the amount equal to 40% of the estimated cost put to tender: -

Any of the JV partner shall have the experience of having completed successfully a single work of similar nature equal to 40% of the estimated cost put to tender.

OR

b) In case of completion of two works of similar nature each costing not less than the amount equal to 25% of the estimated cost put to tender: -

i) Any one partner can match the above requirement.

OR

ii) At least two partners should each have completed at least one work of similar nature each costing not less than the amount equal to 25% of the estimated cost put to tender.

OR

c) In case of completion of three works of similar nature, each costing not less than the amount equal 20% of the estimated cost put to tender: -

i) Any one partner can match the above requirement.

OR

ii) Any two partners shall match the above requirement through completion of at least two work by one partner and one work by other partner of similar nature each costing not less than the amount equal 20% of the estimated cost put to tender: -

OR

iii) All the three partners shall match the above requirement through completion of at least one work of similar nature each costing not less than the amount equal 20% of the estimated cost put to tender.

Experience for those works only shall be considered for evaluation purposes, which have been directly awarded by either a Government Ministry or Department or Govt. PSUs or by a Public Listed Company listed on major Indian stock exchanges, such as the National Stock Exchange (NSE) or the Bombay Stock Exchange (BSE).

For the tenders with estimated cost above Rs. 5 crores, the listed public company whose work experience has been submitted by the bidder, should have been registered for a minimum period of 05 years and should have the minimum average annual turnover of last three years not less than the 30% of the Estimated Cost of the work.

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

Completion of works means completion of works by undertaking entire responsibility from design, Supply, Installation, Construction and Commissioning.

In all the above cases, while considering the value of completed works, the full value of completed work be considered whether or not the date of commencement is within the said Ten years’ period.

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

**Data to be furnished by the Bidders:**

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

ii. Work order Number /Agreement Number of each experience

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

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

v. Executed Value of work against each experience

vi. In case the bidder is a JV, work experience as above may be furnished as the work experience of the bidder.

**Technical evaluation:**

i. The system shall calculate the period of 10 years backwards starting from the last day of month previous to the e-Publication date of NIT.

ii. The system shall check the End date of each experience (The system shall not allow more than 3 entries for experience) and accept it as a qualifying experience if the end date of experience falls within the 10 years computed by the system.

iii. The system shall calculate the value of each qualifying experience by multiplying the value with the % share of experience and adding 7% for each completed year (total No. of days/365) after the end date of experience of work till the last date of month previous to one in which the

NIT has been published on e-Procurement portal.

iv. The system shall check the experience with highest value whether it exceeds 40% of ECV. In case it does not, it shall check the top 2 experiences whether each of them is greater than 25% of ECV. In case, it still does not, the system shall check all 3 qualifying experiences whether each of them exceeds 20% of ECV. The system shall regard the Bidder as 'Eligible' if it meets any of the aforementioned criteria or else it shall consider the Bidder as 'Ineligible'.

v. The weightage of 7% every year will be on simple rate and will not be compounded on yearly basis for the purpose of calculating the value of each qualifying experience.

vi. The work experience of the Bidder for those works only shall be considered for evaluation purposes, which are completed before the last date of month previous to one in which NIT has been published on e-Procurement portal. Hence, the works which are incomplete/ongoing, as on the last date of month previous to one in which NIT has been published on e-Procurement portal, shall not be considered against eligibility.

vii. In case the work is started prior to the eligibility period of 10 years (counted backwards starting from the last day of month previous to the e-Publication date of NIT) and completed within the said eligibility period of 10 years, then the full value of work shall be considered against eligibility.

viii. In case the experience has been earned by the Bidder as an individual or proprietor of a proprietorship firm, then 100% value of the experience will be considered against eligibility. But if the experience has been earned by the Bidder as a partner in a Joint Venture / Partnership firm then the proportionate value of experience in proportion to the actual share of Bidder in that Joint Venture / Partnership firm will be considered against eligibility.

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

For work experience Bidders required to submit Copy of work order, Work Completion Certificate indicating value and period of work, issued by the employer against the Experience of similar work containing all the information as sought on-line. In case of Sub-contractor suitable document as per provision of eligibility, if applicable.

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

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

The intending bidders must submit the Financial Turnover certificate (with UDIN) issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India, containing the information as furnished by bidder online.

The foreign partner(s) should submit Financial Turnover certificate based on IFRS (International Financial Reporting Standards) accounting standard certified by a local practicing public accountant/audit firm duly vetted/endorsed by the relevant *Embassy/High Commission concerned, towards authenticity of document.

(*Relevant embassy/High Commission means the embassy/High Commission in India of the country where the bidder has obtained Turnover certificate or country of origin of the bidder OR the Indian embassy in the country where the bidder has obtained Turnover certificate or country of origin of the bidder.)

Note:

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

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

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

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

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

*(In case of JV, Turnover certificate for each individual partners of JV needs to be submitted)*

NOTE: The proportion of required Financial Turnover possessed by Lead Member (Partner) and other members shall have to be evaluated offline by the Tender Committee till it is configures in portal.

**<u>Data to be furnished by Bidder through Bid Submission Confirmation sheet:</u>**

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

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

iii. Membership Number of the Chartered Accountant.

iv. Date of certificate issued by Chartered Accountant.

Note:

a. In case the bidder is a JV, the turnover of the individual partners of the JV will be added together for each financial year and is to be furnished as the turnover of the bidder for that particular financial year. However, the information against Sl. No. (ii) & (iii) above will be given w.r.t. the lead partner of JV only.

~~b. DELETED~~

**Special Note:** Confirmation regarding possessing of Financial Turnover issued by Practicing Chartered Accountant in the form of Yes / No.

**<u>Scanned copy of documents to be uploaded by bidders (Confirmatory Document):</u>**

Financial Turnover certificate with UDIN issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by Bidder online.

C. **NET WORTH**

The Bidder shall have a minimum Net Worth of Rs. [15% (Fifteen percent) of the Estimated Project Cost put to tender at the close of the last financial year from the date of NIT (i.e. 31/03/……….) based on their latest audited annual accounts.

In case, audited annual accounts of last financial year is not available, then the bidder shall have a minimum Net Worth of Rs. [15% (Fifteen percent) of the Estimated Project Cost put to tender of the preceding Financial year to the last financial year i.e. on 31/03/………. based on the audited annual accounts of that year for fulfilling the eligibility criteria.

For the purposes of the Bidding Documents, the term "Net Worth" shall mean: (i) where the Bidder is a company, the aggregate of the subscribed and paid up capital and reserves less the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to shareholders; and (ii) in all other cases, the aggregate of fixed assets, investments and current assets less the sum of revaluation reserves, current liabilities and long term borrowings;

It is hereby clarified that the financial year for Net Worth submitted by the Bidder shall be same for each Member (where the Bidder is a JV).

In case of JV, the net worth of all the members shall be added for eligibility and it is further clarified that each Member of JV shall have positive Net Worth.

**<u>Scanned copy of documents to be uploaded by Bidders (CONFIRMATORY DOCUMENT):</u>**

The Bid must be accompanied by certificates with UDIN and membership number issued on or before end date of bid submission from a practicing chartered accountant in respect of the Net Worth based on the latest audited annual accounts. The same shall be furnished with respect to each Member, in case of a JV.

OR

Latest Audited annual reports corresponding to the net worth submitted by the bidder comprising of the latest audited balance sheets and profit and loss accounts with respect to the Bidder and each Member (where the Bidder is a JV).

In case, the net worth of preceding financial year to the last financial year is submitted by the bidder, then bidder shall also submit an undertaking that this net worth is based on their latest Audited Annual Reports.

**<u>NOTE:</u>**

1. Till development of e-Procurement portal for turnkey contracts, the evaluation of the document submitted against WORK EXPERIENCE, TURNOVER and NETWORTH to prove the eligibility of bidder shall be done by Tender Committee offline and the same shall be mentioned in the NIT. For online information purpose, bidder may be asked to submit the Bid Submission Confirmation, the format of which shall be provided with the Bid Document.

~~2. DELETED.~~

D. **Permanent Account Number:** The bidder should submit a Permanent Account Number (PAN) issued by Income tax Department.

**<u>Data to be furnished by Bidder online:</u>**

Confirmation in the form of Yes/No regarding possessing of PAN/Tax residency certificate (as applicable).

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

PAN Card / Tax residency certificate (as applicable) of the Bidder.

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

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

The bidder should be either GST Registered Bidder under regular scheme

**OR**

GST Registered Bidder under composition scheme

**OR**

GST unregistered Bidder

Data to be furnished by Bidder online:

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

**<u>Scanned copy of documents to be uploaded by bidder(s) (Bidder space/ My Document).</u>**

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

I. Status: GST registered Bidder under regular scheme

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

II. Status: GST registered Bidder under composition scheme

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

III. Status: GST unregistered Bidder:

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

**Note:**

i. In case of JV, bidder should submit scanned copy of GST status of Lead Partner only.

ii. In case the work/service is awarded to a JV 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 JV after Award of Work/Service before the payment of first running on account bill.

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

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

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

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

F. **Legal Status of the Bidder:** The Bidder should be Individual/ Proprietorship firm/ Partnership firm/ Limited Liability Partnership / Company registered under Companies Act/Joint Venture or any other legal entity.

**Information to be furnished online:**

Confirmation in the form of Yes/No regarding possessing of required document as enlisted in the Bid Document with respect to Legal Status of the Bidder.

**Supporting Documents to be uploaded online:**

1. The following documents in respect of Legal Status shall be uploaded by the JV Bidder:

i. Scanned copy of JV Agreement containing name of partners and lead partner, Power of Attorney to the lead partner and share of each partner etc.

ii. Board Resolution / Power of attorney / any sort of legally acceptable document (As applicable) of the respective partners from the Board of Directors of the concerned Company, or from the partners of the entity, or from the proprietor, authorizing the signatory of JV agreement on behalf of them.

iii. The document(s) (any of them as applicable) regarding legal status of all the individual partners of JV as mentioned below:

a) In case of Proprietorship/Individual Firm

i) a copy of Notarised Affidavit on Stamp Paper declaring that his firm is a proprietary/ individual firm, and he is sole proprietor of the firm, or any other legally acceptable document to prove Proprietorship/Individual status of the Bidder.

ii) in case JV agreement is not signed by proprietor/individual of the firm, then a copy of notarized Power of Attorney on Stamp Paper in favour of individual to sign JV agreement on behalf of the firm.

b) In case of Hindu Undivided Family (HUF)

i) a copy of Notarised Affidavit on stamp paper signed by ‘Karta’ who has the authority, power and consent given by other members to act on behalf of HUF or any other legally acceptable document to prove Hindu Undivided Family (HUF) status of the bidder.

ii) a copy of Notarized affidavit on Stamp Paper declaring that he who is signing the affidavit on behalf of HUF is in the position of ‘Karta’ of Hindu

Undivided Family (HUF) and he has the authority, power and consent given by other members to act/ sign JV agreement on behalf of HUF firm.

c) In case of partnership firm

i) a Notarised copy of Partnership deed or a copy of the Partnership deed registered with the Registrar containing name of partners,

ii) a copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper &

iii) a copy of Power of Attorney signed by all partners of the firm in favour of the individual to sign the JV Agreement on behalf of the partnership firm and create liability against the firm in case of partnership firm.

d) In case of Company

i) a copy of Memorandum & Article of Association with certificate of incorporation containing name of Bidder,

ii) a copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement &

iii) a copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the JV Agreement on behalf of the company and create liability against the company in case of Company;

e) In case of LLP

i) a copy of LLP Agreement,

ii) a copy of Certificate of Incorporation of LLP,

iii) a copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement, &

iv) a copy of Authorization/ copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP

f) In case of Society/s or Trust/s

i) a copy of Certificate of Registration,

ii) a copy of Memorandum of Association of Society/Trust Deed,

iii) a copy of Rules & Regulations of the Society &

iv) a copy of Power of Attorney, in favour of the individual to sign the tender documents and create liability against the Society/Trust.

2. The document(s) (any of them as applicable) regarding legal status of eligible Bidders other than JV as mentioned below:

a. **Proprietorship firm:** Notarised Affidavit on stamp paper declaring that his firm is a proprietary/ individual firm, and he is sole proprietor of the firm or any other legally acceptable document to prove proprietorship/Individual status of the bidder.

A copy of notarized Power of Attorney on Stamp Paper in favour of individual to bid on behalf of the firm.

OR

b. **HUF:** Notarised Affidavit on stamp paper signed by 'Karta' who has the authority, power and consent given by other members to act on behalf of HUF or any other legally acceptable document to prove Hindu Undivided Family (HUF) status of the bidder.

A copy of notarized affidavit on Stamp Paper declaring that he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF or to give Power of Attorney in favour of individual to bid on behalf of HUF firm.

OR

**c. Partnership firm:**

i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar,

ii) A notarized or registered copy of Power of Attorney in favour of the individual to sign and submit the bid on behalf of the partnership firm and create liability against the firm.

OR

**d. Companies:**

i) The copies of MOA (Memorandum of Association)/ AOA (Articles of Association) of the company;

ii) A copy of Certificate of Incorporation;

iii) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign and submit the bid on behalf of the company and create liability against the company.

OR

**e. Limited Liability Partnership (LLP):**

i) A copy of LLP Agreement

ii) A copy of Certificate of Incorporation of LLP

iii) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to sign and submit the bid on behalf of the LLP and create liability against the LLP.

OR

**f. Society/s or Trust/s**

i) A copy of Certificate of Registration

ii) A copy of Memorandum of Association of Society/Trust Deed

iii) A copy of Rules & Regulations of the Society

iv) A copy of Power of Attorney, in favour of the individual to sign and submit the bid and create liability against the Society/Trust.

G. **Digital Signature Certificate (DSC):** The Bidders have to get themselves registered online on the e-Procurement portal of CIL (https://coalindiatenders.gov.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 upto the chain of trust to the Root Certificate of CCA. The registration should be in the name of Bidder, whereas DSC holder may be either Bidder himself or his duly authorized person. The Bidder is one whose name will appear as Bidder in the e-Procurement Portal.

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

In case of proprietorship/ individual firm, a copy of notarized Power of Attorney on Stamp Paper in favour of individual to bid on behalf of the firm.

In case of HUF, a copy of notarized affidavit on Stamp Paper declaring that he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF or to give Power of Attorney in favour of individual to bid on behalf of HUF firm.

In case of partnership firm, a copy of Power of Attorney signed by all partners in favour of the individual to bid on behalf of the partnership firm.

In case of company, a copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to bid, on behalf of the company.

In case of LLP, a copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to bid on behalf of the LLP.

In case of Society/ Trust, a copy of Power of Attorney, in favour of the individual to bid on behalf of the Society/Trust.

H. ~~**DELETED**~~.

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

Confirmation shall be construed as submission of LOB by bidder.

J. **Integrity Pact (As applicable):** Bidders are required to accept the integrity pact as available in the Bid document. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement. In case of JV, all partners shall sign at the time of agreement.

**Data to be furnished by Bidder online:**

Confirmation in the form of Yes/No in GTE (General Technical Evaluation) / Bid Submission Confirmation regarding acceptance of Integrity Pact as per format prescribed in Bid Document.

K. **Code of Integrity for Public Procurement (CIPP):** Bidders are required to accept the Code of Integrity for Public Procurement (CIPP) as available in the Bid document. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement. In case of Partnership Firms/JV all partners shall sign at the time of agreement.

**Data to be furnished by Bidder online:**

Confirmation in the form of Yes/No regarding acceptance of Code of Integrity for Public Procurement (CIPP) as per format prescribed in Bid Document.

L. **Restrictions on Public Procurement from certain countries:** The Undertaking of the Bidder regarding compliance to order No.F.No.6/18/2019- PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries will be given in the tender document. The Bidders have to accept unconditionally this condition in GTE (General Technical Evaluation) / Bid Submission Confirmation at the time of bid submission. This online acceptance during bidding through GTE shall be construed as acceptance of the Bidder for fulfilment of the requirements towards eligibility under this provision.

M. **Undertaking to be accepted unconditionally for genuineness of information furnished online and authenticity of the documents uploaded online in support of his eligibility.**

The Bidders have to accept unconditionally the undertaking in the prescribed format regarding genuineness of information furnished online documents uploaded, etc. Undertaking in GTE (General Technical Evaluation) / Bid Submission Confirmation at the time of bid submission.

**<u>Data to be furnished by Bidder online:</u>**

Confirmation in the form of Yes/No regarding acceptance of the undertaking as per format given in the Bid Document.

N. **Undertaking regarding relatives as employees of company, Local supplier status of the bidder, CIPP etc.**

An undertaking is to be given on Bidder's letter head online as per the format given in the bid document.

**<u>Data to be furnished by Bidder online:</u>**

Confirmation in the form of Yes/No regarding submission of the undertaking as per format.

**<u>Scanned copy of documents to be uploaded by bidders:</u>**

Scanned copy of undertaking in the prescribed format regarding relatives as employees of company, arbitration clause (In case of Partnership firm/ Joint Venture), Local supplier status of the bidder, CIPP etc.

O. Documents as required to comply with the Revised vide Order No. P-45021/2/2017 PP (BE-II)-Part(4)Vol.II dated 19.07.2024 for preference to Make in India (as applicable) issued by Govt. of India as amended from time to time shall be submitted.

**In terms of the above said policy, purchase preference shall be given to Class-I local supplier.**

**In terms with the above said policy, Class-I local suppliers and Class-II local suppliers shall be eligible to bid and Non-local supplier is not eligible to bid.**

**[*Note for Procuring Entity:*** *Not applicable where estimated cost put to tender is less than 5 lakhs.***]**

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

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

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

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

d. 'Local Content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent. *(Please refer MII Order 2024, as amended time to time and FAQ as issued time to time for clarity on definition of local content).*

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

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

Confirmation in the form of Yes/No regarding possessing of required document indicating percentage of local content.

**Scanned copy of documents to be uploaded by Bidder(s):**

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

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

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

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

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

P. Domestically Manufactured Iron & Steel Products (DMI&SP Policy) - Revised, 2025 – as applicable to EPC tenders -

The policy shall apply to projects and non-projects where the total procurement value of iron and steel products (Appendix-A) in a contract is greater than Rs. 5 lakhs, on itemised basis.

Appendix-A of 'DOE MANUAL FOR PROCUREMENT OF WORKS Second Edition, 2025' contains the list of iron and steel products which can only be procured from domestic sources. Bidders are eligible to bid with self-certification on behalf of the domestic manufacturers under the policy, subject to the bidder furnishing an authorisation certificate issued by the domestic manufacturer at the time of delivery.

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

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

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

**Notes:** The documents to be furnished by the Bidder to prove that he is satisfying the eligibility criteria laid down should all be in the Bidders' name except in cases where though the name has changed, owners continued to remain the same and in cases of amalgamation of entities and when a Holding Company relies on the credentials of its wholly owned Subsidiaries.

*Notes: (Not a part of bid document)*

*I) The qualification criteria shown above are to be considered as a standard for normal works.*

*2) For specialized works, based on requirement, the subsidiary may add or modify with the approval of competent authority.*

## 4. ONE BID PER BIDDER

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

i. individual or proprietorship format and/or

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

iii. a company format.

Whereby,

- A company shall for this purpose include any artificial person whether constituted under the Indian laws or of any other country.

- A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.

- A person shall be deemed to have bid in a company format if the person holds:

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

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

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

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

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

5. **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.

**6. SITE VISIT**

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

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

6.3 **Site Investigation Reports:** The Contractor, in preparing the bid, may rely on the Site Investigation Report referred to in the contract data, supplemented by any information available to the Bidder**.**

NOTE: Preliminary survey and Soil Investigation Report shall be made part of the tender document. The project risks such as soil conditions and weather or commercial and technical risks relating to design and construction are assigned to the Contractor. Contractor shall conduct their own site survey and geo-engineering investigations for design engineering and should submit their bids accordingly. No dispute / extra claim in this regard shall be admissible by the company.

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

## 7. CONTENT OF BIDDING DOCUMENTS

The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause 9:

1. Notice Inviting Tender,
2. Instructions to Bidders,
3. Forms of Bid, Qualification Information, Contractors Bid and Undertaking,
4. Conditions of Contract,
5. Specifications,
6. Tender Drawings,
7. Scope of work/procedure and form of bidding the price,
8. Forms of Securities, Forms of Bank Guarantees and form of Article of Agreement,
9. Pre-contract Integrity pact (if applicable),
10. Guidelines for Debarment of firms from bidding,
11. User Portal Agreement,
12. Any other documents, if required.

## 8. CLARIFICATION OF BIDDING DOCUMENTS

8.1 **Pre-Notice Inviting Tender (NIT) Conference:** In complex and innovative procurement cases or where the procuring entity may not have the required knowledge to formulate tender provisions, a pre-NIT conference may help the procuring entity in obtaining inputs from the industry. Such conferences should be widely publicized so that different potential suppliers can attend. The Pre-NIT conference may be held in hybrid mode i.e. physical as well as through VC. The VC link for the conference may be mentioned in the Pre-NIT document or uploaded as a corrigendum minimum one day before the conference. All inputs received from the probable bidders in such conference shall be compiled/ minuted, and requirements finalised (with the approval of the Technical committee, if formed, by the competent authority). In a more complex, large, and greenfield/blue-sky project, Two-Stage Tendering (with EoI) would be more appropriate and transparent.

For a successful pre-NIT Discussion, a provisional set of Bid documents, covering all aspects of Scope of work, eligibility-criteria (if any), technical parameters (If any) and conditions of contract be prepared and hosted in the web-site.

The provisional bid document shall cover a notice for pre-NIT discussion on a suitable date. The notice shall request participation of interested bidders and offer comments/ suggestion for incorporation in the final document.

Such comments / suggestions (on any/all aspect of the document) may be suitably incorporated, if found necessary, and final bid document be drafted. This final draft, after due approval shall be the final bid document. Bids be invited thereafter as per standard practice.

8.2 **Pre-bid meeting:** In case of turnkey contract(s) or contract(s) of special nature for procurement of sophisticated and costly work/ services/ equipment or wherever felt necessary, a suitable provision is to be kept in the bidding documents for inviting the bidders or their official representatives to attend pre-bid conference at a specified place and time, for clarifying issues and clearing doubts, if any, about the specifications/ Terms of Reference and other allied technical/ commercial details of the work, services, plant, equipment and machinery etc.

The Pre-bid meeting may be held in hybrid mode i.e. physical as well as through VC. The VC link for the pre-bid meeting may be mentioned in the NIT or uploaded as a corrigendum minimum one day before the pre-bid meeting.

Bidders should be asked to submit written queries in advance of the conference. After the conference, Minutes of the pre-bid meeting including all the questions and replies shall be prepared and approved by the tender inviting authority. In order to bring clarity to replies, all questions/ answers and needed amendments should be merged in the sequence of clauses in the bidding document. It is a good practice to consolidate all queries received either as part of pre-bid meeting or just after issuing bidding documents and deal with in a comprehensive way. Minutes of the meeting, including the text of the questions raised and the responses given, shall be uploaded in the portal. The techno-commercial requirements may be revised if considered necessary by way of issue of a formal corrigendum (mere minutes of the meeting of pre-bid conference would not suffice) and uploaded in the portal. These pre-bid minutes shall be published along with the bid documents on the appropriate website including CPPP.

Any significant change in condition necessitated from Pre-Bid meeting shall require approval of Concerned Director in case of TAA is upto the Level of Director and in other cases with the approval of CMD of Respective Company and subsequently, Document download date, Bid submission end date and bid opening date shall be shifted to a date 15 days beyond the date on which changed condition is uploaded. The seek clarification end date shall be adjusted as per e-Procurement Manual for works and services of CIL.

Notice inviting authority may decide to incorporate pre-bid meeting in the bid-notice. Non-attendance in the pre-bid meeting will not be a cause for disqualification of the bidder. Relevant issues raised and clarification given may be hosted in the web-site without disclosing the name of the bidder.

Pre-bid meeting may take place, if required, after publication of Tender but in any case at least 1 (one) day before the start date of Bid submission. If a Pre Bid meeting is held then the minutes of the Pre-Bid meeting shall be uploaded on the Portal, before start date of bid submission which can be viewed by all interested bidders.

If a bidder chooses not to (or fails to) participate in the Pre-bid Meeting or does not submit a written query, it **shall** be assumed that they have no issues regarding the techno/ commercial conditions.

For procurement of highly technological and complex works, tender submission dates may be extended by the CIL/Subsidiaries in order to reply queries in the pre-bid meetings or any other justifiable reason.

NOTE:

a. *Participation is not mandatory. However, if a bidder chooses not to (or fails to) participate in the Pre-bid conference or does not submit a written query, it shall be assumed that they have no issues regarding the techno/ commercial conditions.*

b. *The date and time for such a meeting should normally be after 7 to 21 (seven to twenty-one) days of issue of the Tender Document and should be specified therein. The date and time by which the written queries for the Pre-bid must reach the authority and the last date for registration for participation in the Pre-bid conference are also mentioned in the tender Document (3 days before the date of the conference, if not specified). The pre-bid conference may also be held online at the discretion of the Procuring Entity.*

c. *Timelines for response to the pre-bid conference, e.g. Replies to Questions, issue of minutes of the pre-bid conference, Corrigenda, etc, should be mandatorily mentioned in the tender document and complied with.*

d. *Delegates participating in the Pre-bid conference must provide a photo identity and an authorisation letter as per the specified format from their Company/ principals; else, they shall not be allowed to participate.*

e. *After the Pre-bid conference, Minutes of the Pre-bid conference shall be published on the Procuring Entity's portal within seven days from the conference. Where some significant changes are made in the terms/scope of the Tender Document as a result of the pre-bid meeting or otherwise considered necessary by the Procuring Entity, a formal corrigendum may be issued to all bidders, which shall form part of the Tender Document. To give reasonable time to the prospective bidders to take such clarifications into account in preparing their bids, the Procuring Entity may suitably extend, as necessary, the deadline for the bid submission.*

8.3 **Online clarification:** The Bidder may seek clarification online within the specified period. The identity of the Bidder will not be disclosed by the system. The department will clarify as far as possible the relevant queries of Bidders. The clarifications given by department will be visible to all the Bidders intending to participate in that tender. The clarifications may be asked from the day of e-Publication of NIT. The period for seeking clarification by Bidder will be up to 7 (seven) days before the end date of bid submission. The replies to clarifications sought by Bidders should be given by the department at least 2 (two) days before the end date of bid submission.

In exceptional cases where a large number of queries from Bidders are expected, the period for seeking clarification may be kept maximum upto 15 (fifteen) days before the end date of bid submission, but the minimum period given to the Bidders for seeking clarification should not be less than 10 (ten) days in such cases.

The Tender Inviting Authority will be responsible for replying/responding to the clarifications online within the prescribed time frame. However, if the Tender Inviting Authority feels that the query is of such a nature that advice of tender committee or any other authority is required to give clarification, he may do so to reply the queries within the prescribed time limit. The queries of Bidders clarified online and also unanswered queries of Bidders shall be referred in the TCR.

**9. CORRIGENDUM TO NIT / AMENDMENT OF BID DOCUMENT**

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

9.2 Any addendum thus issued shall be part of the bidding documents and shall be up loaded on the portal.

9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with Sub-clause 17.2 below.

**10. LANGUAGE OF BID**

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

**11. BID PRICES**

11.1 The bidder shall closely study all specification in detail and scope of work which govern the rates he is quoting. The contract shall be for the whole Works as described in Sub-Clause 1.1, based on the scope of work as detailed in the bidding document.

11.2 The Bidder shall submit rates and prices for all items of the Works described in the scope of works. The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

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

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

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

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

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

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

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

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

11.5 If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

**12. CURRENCIES OF BID AND PAYMENT**

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

13. **BID VALIDITY, THEIR EXTENSION AND WITHDRAWAL OF BID**

13.1 Bid shall remain valid for a period of 180 days (One hundred and eighty) after the deadline for bid submission specified in Clause 16. In case the day up to which the bids are to remain valid falls on or is subsequently declared a holiday/ closed day for the Procuring Entity, the bid validity shall automatically be deemed to be extended upto the next working day.

13.2 In exceptional circumstances, prior to expiry of the original time limit, the Tender Inviting Authority (TIA) may request the Bidders to extend the period of validity for a specified additional period. The request and the Bidder's responses shall be made in writing through email and / or through portal. A Bidder may refuse the request without forfeiting his EMD/bid security. The bidders, who agree to extend the validity, are to do so without changing any terms, conditions, and so on, of their original tenders. If a not-extended bid happens to be the L1 bidder, the tender must be cancelled.

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

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

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

i) If a not-extended or withdrawn bid happens to be the L-1 bidder (lowest acceptable bidder, who is techno-commercially qualified for the work and would have been awarded a contract, but for his refusal to extend validity or withdrawal of bid within validity), the tender must be re-tendered.

ii) ~~DELETED.~~

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

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

**[Note for Procuring Entity (*Not to be part of Bid Document*):** *Reasons for seeking extension of bid validity should be recorded by the Tender Inviting Authority.*]

**14. BID SECURITY/EARNEST MONEY DEPOSIT (EMD)**

14.1 The Bidder shall furnish, as part of his bid, a Bid Security/Earnest Money of the amount as shown in e-tender notice and in the form as deliberated below:

The Bidder will have to make the payment of EMD through ONLINE mode only. No Offline mode of Payment of EMD/Bid security shall be applicable and acceptable.

In online mode the Bidder can make payment of EMD either through net-banking from designated Banks/s or through NEFT/RTGS from any scheduled Bank. In case of payment through net-banking the money will be transferred to CIL/ Subsidiary designated Account. In case of payment through NEFT/RTGS the Bidder will have to make payment as per the Challan generated by system on e-Procurement portal. Bidder will be allowed by the system to submit the bid only when the EMD is successfully received in CIL/Subsidiary designated account and the information flows from Bank's Server to e-Procurement portal. The Earnest Money/ bid security for the unsuccessful Bidder shall be refundable as promptly as possible. The EMD shall bear no interest. No Bid will be accepted unless accompanied by requisite Bid Security/ Earnest Money Deposit as stated above.

14.2 Any Bid not accompanied by an acceptable Bid Security/EMD shall be rejected by the employer as nonresponsive unless otherwise exempted in the Bid document.

14.3 The EMD of rejected Bidders will be refunded at any stage directly to the account from where it had been received (except the cases where EMD is to be forfeited).

14.4 The Bid Security / EMD of successful Bidder may be retained and adjusted with Performance Security / Security Deposit at Bidder's option.

14.5 The Bid Security/Earnest Money may be forfeited:

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

b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required part Deposit;

Additionally, the Company shall debar such defaulting Contractor from participating in future bids for a minimum period of 12(twelve) months.

However, debarment shall be done as per Guidelines for Debarment of firms from Bidding"

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

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

14.8 If the refund of EMD is not received by the Bidder in the account from which the EMD has been made due to any technical reason, then it will be paid through conventional system of e-payment. For this purpose, Bidder should submit e-Mandate form as per tender document during bid submission.

14.9 In case the tender is cancelled then EMD of all the participating Bidders will be refunded unless it is forfeited by the Department.

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

**15. ALTERNATIVE PROPOSALS BY BIDDERS**

15.1 Bidders shall submit offers that comply with the requirements of the Bidding documents, including the basic technical design as indicated in the drawings and specifications. Alternatives will not be considered.

15.2 ~~DELETED.~~

**16. SUBMISSION OF BID:**

a. In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal (https://coalindiatenders.nic.in) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one-time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person. The Bidder is one whose name will appear as Bidder in the e-Procurement Portal.
b. The Bidder will submit their bid online. No off-line bid shall be accepted.
c. The Bidders will 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 online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible Bidder. No conditional bid shall be allowed/accepted. **This User Portal Agreement of Guidelines for e-Procurement of Works and Services will be a part of NIT/Contract Document.**

d. The Bidders will have to accept unconditionally in GTE (General Technical Evaluation) the Undertaking regarding Genuineness of the information furnished by him on-line & authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility criteria and Letter of Bid. All such undertakings requiring unconditional acceptance and where no input from Bidder is required in the undertaking shall be included in the GTE Template and shall be accepted by the Bidder during Bid submission.

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

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

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

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.

f. The EMD for Tenders for Turnkey Contracts will be as per Contract Management Manual.

g. The qualification in bid will also be subject to the receipt and acceptance of EMD (except in case of EMD exempted Bidder) within schedule date and time as mentioned in the NIT.

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

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

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

In case of EMD exemption, one more document in support of the claim of EMD exemption will have to be uploaded by the Bidder at specified folder.

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

ii) **Technical Parameter Sheet (TPS)** *(If applicable as per standard NIT and compatible with the e-procurement portal)*: The Technical Parameter Sheet containing the technical specification parameters for the tendered work/service will be in Excel format (password protected) and will be uploaded during tender creation. This will be downloaded by the Bidder and he will furnish all the required information on this Excel file. Thereafter, the Bidder will upload the same Excel file during bid submission in General Technical Evaluation (GTE). The Technical Parameter Sheet which is incomplete and not submitted as per instruction given above will be rejected.

iii) **Confirmatory Documents:** All the confirmatory documents as enlisted in the NIT in support of online information submitted by the Bidder are to be uploaded in Cover-I or through "My Document" link in Bidder space by the Bidder while submitting his/her bid.

iv) **Price bid:** The Price bid containing the Bill of Quantity will be in .xls format (password protected) and will be uploaded during tender creation. This will be downloaded by the Bidder and he will quote the rates for all items on this Excel file. Thereafter, the Bidder will upload the same Excel file during bid submission in Cover-II for Two Part system. The Price-bid will be in Item Rate or Percentage Rate BOQ or Mixed Rate BOQ format and the Bidder will have to quote for all the tendered items and the L-1 will be decided on overall quoted value (i.e. Cost to Company). The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

v) However, in case of tenders having provision for exemption of EMD, the Bidder claiming for exemption will have to upload the requisite document as specified in NIT in support of their claim for exemption of EMD.

## 17. DEADLINE FOR SUBMISSION OF BIDS

17.1 Bids shall be submitted online on the e-procurement portal of CIL

17.2 The Employer may extend the deadline for submission of Bids by issuing a Corrigendum in accordance with Clause 9, in which case, all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.

17.3 Auto extension of Bid may also be done in accordance to Guidelines for e-procurement for

Works and Services of CIL.

## 18. MODIFICATION AND WITHDRAWAL OF BIDS

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

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

The penal actions are-

1. If the request of withdrawal is received before online notification for opening of price bid, the EMD will be forfeited and Bidder will be debarred for a minimum period of one year from participating in tenders in CIL/Subsidiary. The Price-bid of remaining Bidders will be opened and the tender process shall go on.

2. If the request of withdrawal is received after online notification for opening of price bid, the EMD will be forfeited and the Bidder will be debarred for a minimum period of one year from participating in tenders in CIL/Subsidiary. The Price-bids of all eligible Bidders including this Bidder will be opened and action will follow as under:

i) If the Bidder withdrawing his bid is other than L-1, the tender process shall go on.

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

Note:

a) In case the Accepting Authority of the work is Board or Empowered Committee or FDs or CMD of CIL/Subsidiary Company, then the Competent Authority for forfeit of EMD and debarment shall be CMD of CIL/Subsidiary Company.

b) In case the Accepting Authority of the work is up to the level of Director of CIL/Subsidiary Company, then the Competent Authority for forfeit of EMD and debarment shall be Director of CIL/Subsidiary Company.

i. In case of above penal actions, Guidelines on Debarment of Firms from Bidding is to be followed.

ii. Penal action against clauses above will be enforced from the date of issue of such order.

iii. The standard operating procedure to handle withdrawal of bid after end date of submission shall be as per Guidelines for e-Procurement of Works and Services.

**19. BID OPENING**

19.1 The Technical bid (Cover-I) will be opened one day after the Bid submission end date or next working day whichever is later. Technical bid (Cover-I) will be decrypted and opened online by the "Bid Openers" with their Digital Signature Certificates on the prescheduled date & time of Tender Opening.

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

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

19.4 Acceptance of Bidder in a general form of online declaration will be recognized and accepted as the certification regarding authenticity of all the information and documents furnished by them online and acceptance of all terms and conditions of the bid document, since such acceptance by Bidder with Digital Signature Certificate is legally tenable.

**20. Evaluation of Tender:**

20.1 After opening of Tender / Technical Bid, it will be evaluated by the constituted Tender Committee.

20.2 Evaluation of Tender:

A. After opening of Technical bid, the documents submitted by Bidder(s) 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 Bidder(s) online. If it confirms to all of the information/ declarations furnished by the Bidder online and does not change the eligibility status of the Bidder then the Bidder will be considered eligible for opening of price bid.

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

The shortfall information/ documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. These should be called only on basis of the recommendations of the TC.The system may further allow shortfall documents to be taken from any bidders only once after the technical bid opening. (Example: if the Permanent Account Number, registration with GST, Legal status documents etc. have been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above). As far as the submission of documents is concerned regarding qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a contract without its completion/ performance certificate, the evaluation team may request the bidder to furnish such certificate. However, only documents that were already in existence prior to the bid submission deadline shall be considered for this purpose. And no new certificate or contract should be asked for so as to qualify the bidder.

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

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

D. The tender will be evaluated on the basis of documents uploaded by Bidder(s) online. The Bidder(s) is/are not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.

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

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

G. [***Not to be part of tender document:*** *The verification of Document from source shall be done only in case of complaints received or on suspicion. This should be done either through speed post or through electronic communication. No anonymous/ pseudonymous complaints shall be entertained.*]

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

I. The price Bid of eligible Bidder in Technical Bid shall be opened with the approval of Tender Approving Authority (TAA*) based on recommendation of Tender Committee.

*(Note: 'I' above not to be part of tender document.)*

**When TAA is CMD then with the approval of concerned Director and in case the TAA is CFDs then with the approval of CMD. In case TAA is below CMD level, then approval of respective TAA is required.*

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

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

## 20.3 Procurement Preference to Make in India

Preference to Make in India (as applicable) Revised vide Order No. P-45021/2/2017 PP (BE-II)-Part(4)Vol.II dated 19.07.2024 (including latest amendments),, issued by Govt. of India as amended from time to time shall be applicable. In terms of the above said policy, purchase preference shall be given to Class-I local supplier. In terms with the above said policy, Class-I local suppliers and Class-II local suppliers shall be eligible to bid and Non-local supplier is not eligible to bid.

**Note:** If the procuring entity negotiates with the L1 bidder */ if the L1 bidder offers Suo-moto rebate*, who is not a Class-I Local Supplier, the margin of purchase preference (L1+20%) should be calculated based on the original L1 price, not the lower negotiated price*/ suo-moto rebate price*, and such eligible Class-I Local Suppliers shall be called to match the new negotiated L-1 price / suo-moto rebate given by L1 bidder.

[***Note for Procuring Entity:*** *Not Applicable, where Estimated Cost Put to Tender is Less Than Rs. 5 Lakhs.*]

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

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

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

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

**II. In the procurement works which are Non-divisible in nature, the following procedure shall be followed: -**

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

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

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

**III. Applicability in tenders where contract is to be awarded to multiple bidders as predefined in the Bid Document**

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

a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.

b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of the Order.

c) If 'Class I Local suppliers' qualify for award of contract for at least 50 (fifty) percent of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50 (fifty) percent of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within margin of purchase preference of the L1 bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50 (fifty) percent of the tendered quantity.

d) The margin of purchase preference shall be 20%. Only those 'Class-I local suppliers' would be eligible for purchase preference whose quoted rates fall within the margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. First, purchase preference must be given to the lowest quoting eligible 'Class- I local supplier.' If the lowest quoting 'Class-I local supplier' does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to the next higher eligible 'Class-I local supplier,' and so on. In case the quantity thus allocated to eligible 'Class-I local suppliers' is short of 50% of the tendered quantity, then this shortfall quantity may be distributed among all other qualified bidders as per award criteria stipulated in the tender documents.

e) ~~DELETED.~~

**IV. ~~DELETED~~**

**V. Verification of local content:**

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

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

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

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

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

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

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

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

1) The fact and duration of debarment for violation of the Order by any procuring entity are promptly brought to the notice of the Member-Convener of the Standing Committee and the Department of Expenditure through the concerned Ministry/ Department or in some other manner;

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

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

20.3A **Domestically Manufactured Iron & Steel Products (DMI&SP Policy) - Revised, 2025 – as applicable to EPC tenders -**

**The policy shall apply to projects and non-projects where the total procurement value of iron and steel products (Appendix-A) in a contract is greater than Rs. 5 lakhs, on itemised basis.**

**Appendix-A of 'DOE MANUAL FOR PROCUREMENT OF WORKS Second Edition, 2025' contains the list of iron and steel products which can only be procured from domestic sources. Bidders are eligible to bid with self-certification on behalf of the domestic manufacturers under the policy, subject to the bidder furnishing an authorisation certificate issued by the domestic manufacturer at the time of delivery.**

i. ~~**DELETED**~~

20.4 The Tender Committee will recommend for award of work to the successful Bidder after evaluating their technical eligibility based on the system-generated evaluation sheets followed by evaluation of the scanned documents uploaded by Bidder in support of the information furnished by them online and after evaluation of the reasonableness of L-1 rates. The reasonableness of rates will be evaluated as per the provisions of Manual of CIL and other guidelines issued from time to time.

[***Not to be part of tender document***: *All tenders are to be evaluated strictly on the basis of the terms and conditions incorporated in the tender document.*

*Nobody outside the TC should be allowed to determine this evaluation. Even if an external expert's advice and report is obtained, it is still the responsibility of the technical member(s) in particular and the TC in general to accept/ reject or modify the evaluation contained in such a report/ evaluation.*

*No criteria shall be used for evaluation of tenders that cannot be verified or not stated in the tender document, with the exception of provisions of laws in force. No hearsay information or hitherto undeclared condition should be brought in while evaluating the tenders. Similarly, no tender enquiry condition (especially the significant/ essential ones) should be overlooked/ relaxed while evaluating the tenders. The aim should be to ensure that no tenderer gets undue advantage at the cost of other tenderers and/ or at the cost of Procuring Entity. Information relating to evaluation of tenders and the Tender Committee's (TC's) deliberations should be confidential and not be shared with persons not officially connected with the process.*]

The approval for award of work to L-1 Bidder will be accorded by the Competent Authority as per Delegation of Power based on the TC recommendation.

20.5 After competent approval and financial concurrence of TCR, the LOA/work order to the L-1 Bidder will be issued and the scanned copy of the LOA/Work Order will be uploaded on the e-Procurement portal and simultaneously the original copy may also be sent to the Bidder through registered/speed post.

20.6

(A) Logical End of online created Tender: Any tender hosted on the e-Procurement site must be logically concluded i.e. either Award of work is issued at AOC page on e-Procurement portal in online mode or the tender is cancelled/ retendered online through corrigendum.

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

[*Note (Not part of tender document):-*

a) *In case the Accepting Authority of the work is Board or Empowered Committee or FDs or CMD of CIL/Subsidiary Company, then the Competent Authority for forfeit of EMD and debarment shall be CMD of CIL/Subsidiary Company.*

b) *In case the Accepting Authority of the work is up to the level of Director of CIL/Subsidiary Company, then the Competent Authority for forfeit of EMD and debarment shall be Director of CIL/Subsidiary Company.*]

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

**21. CLARIFICATION OF BIDS**

21.1 To assist in the examination, evaluation, and comparison of Bids, the Authority may, at the Authority's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates.

21.2 No document presented by the bidder after closing date and time of submission of bid will be considered unless otherwise called for during scrutiny / evaluation and shall be against written request only.

**22. PROCESS TO BE CONFIDENTIAL**

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

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

22.2 Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

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

## 23. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

a. meets the eligibility criteria defined in Clause 3;

b. is accompanied by the required securities and

c. is substantially responsive to the requirements of the Bidding documents.

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

a. which affects in any substantial way the scope, quality, or performance of the works;

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

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

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

## 24. EVALUATION AND COMPARISON OF BIDS

24.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 23. Price bid of the bidder will have no condition.

24.2 The evaluation of Bid, by the Employer shall be done as per clause no. 20.

24.3 The Employer reserves the right to accept or reject any variation, deviation and other factors that are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the employer shall not be taken into account in Bid evaluation.

24.4 No document presented by the bidder, after closing date and time of bid, will be taken into account by the evaluation committee unless otherwise called for during scrutiny / technical scrutiny by the tender committee as clarification. If a bidder offers a rebate unilaterally after the closing date and time of the bid, it will not be taken into account for evaluation purpose by the tender committee, but if that bidder emerges as the lowest evaluated, the rebate offer will be taken into account for determination of the total offer.

24.5 Bid evaluation shall be done after taking into consideration overall quoted price by the Bidder and effect of Goods and Services Tax (GST), GST Compensation Cess etc. as applicable. L1 will be decided on the basis of Cost to Company.

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

## 25. AWARD CRITERIA

Subject to Clause 26, the Employer will award the Contract to the best qualified Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price. Employer shall be the sole judge in this regard.

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

26.1 Notwithstanding Clause 25, the Employer reserves the right to accept, negotiate, or reject any Bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

26.2

A. **Negotiations**

i) Normally, there should be no negotiation. Negotiations should be a rare exception rather than the rule and may be resorted to only in exceptional circumstances. If it is decided to hold negotiations for reduction of prices, they should be held only with the lowest acceptable bidder (L1), who is techno-commercially responsive and on whom the contract would have been placed but for the decision to negotiate. In no case, including where a cartel/ pool rates are suspected, should negotiations be extended to those who had either not tendered originally or whose tender was rejected because of unresponsiveness of bid, unsatisfactory credentials, inadequacy of capacity or unworkable rates. The circumstances where negotiations may be considered could be:

a) Where the procurement is done on nomination basis;

b) Procurement is from single or limited sources;

c) Procurements where there is suspicion of cartel formation which should be recorded; and

d) Where the requirements are urgent and the delay in re-tendering for the entire requirement due to the unreasonableness of the quoted rates would jeopardise essential operations, maintenance and safety, negotiations with L1 bidder(s) may be done for bare minimum quantum of requirements. The balance bulk requirement should, however, be procured through a re-tender, following the normal tendering process.

ii) The decision whether to invite fresh tenders or to negotiate and with whom, should be made by the tender accepting authority limited to CMD of CIL/ Subsidiary based on the recommendations of the TC. Convincing reasons must be recorded by the authority recommending negotiations. The CA should exercise due diligence while accepting a tender or ordering negotiations or calling for a re-tender and a definite timeframe should be indicated.

iii) Normally all counter offers are considered negotiations by other means and the principles of negotiations should apply to such counter offers. For example, a counter offer to L1, in order to arrive at an acceptable rate, shall amount to a negotiation. However, any counter offer to L2, L3, and so on (at the rates accepted by L1) in case of splitting of quantities shall not be deemed to be a negotiation.

iv) After the CA or TC has decided to call a specific bidder for negotiation, the following procedure should be adopted:

a) Negotiations must be carried out by the CA or TC only;

b) It must be understood that, if the period of validity of the original offer expires before the close of negotiations, the original offer will not be available for acceptance. The period of validity of the original offer must, therefore, be extended, wherever necessary, before negotiations;

c) The tenderer to be called in for negotiations should be addressed as per the format of letter laid down in Annexure-X, so that the rates originally quoted by him shall remain open for acceptance in the event of failure of the contemplated negotiation;

d) A negotiations meeting should be started only after obtaining a signed declaration from the negotiating contractor as per Annexure-X; and

Revised bids should be obtained in writing from the selected tenderers at the end of the negotiations in the format of letter laid down in Annexure-XI. The revised bids so obtained should be read out to the tenderers or their representatives present, immediately after completing the negotiations. If necessary, the negotiating party may be given some time to submit its revised offer. In case, however, the selected bidder prefers to send a revised bid instead of being present at the negotiation, the offer should be taken into account. In case a bidder does not submit the revised bid, its original bid shall be considered.

B. In case, negotiation with L-1 does not yield a reasonable rate, re-tendering should be done straightway.

However, in case there is an emergency and the time required for re-tendering cannot be allowed, the case of awarding work to the L-1 Bidder at negotiated rate may be considered by an authority one step higher than the otherwise Competent Authority after recording the reasons.

Where CFDs is the approving authority, approval shall be from CFDs only. However, TAA shall be in accordance with current prevalent DoP of CIL/Subsidiary.

26.3 Award of work, in case of multiple L1 bidders:

1. If there are more than one lowest Bidder & splitting up of the work is not considered necessary, L-1 may be decided as under:

L-1 shall be decided based on the higher annual average Turnover as per BSC.

All factual details including complaints and negotiations, if any, to be brought out and reasons for recommendation of award to be recorded in TCR in detail.

The tender committee submits final recommendations (covering Part-II) in detail along with minutes of the negotiation, if any and decision of the tender committee at each stage. The tender committee recommendations with the supporting documents are sent for approval of the competent authority through associate finance.

**26.4 Grievances and its Redressal:**

Only a directly affected bidder can represent in this regard:

a) Only a bidder who has participated in the concerned procurement process~~,~~

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

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

i) Determination of the need for procurement;

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

iii) Choice of selection procedure;

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

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

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

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

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

4. Issues related to ambiguity in contract terms shall not be taken up after a contract has been signed; all such issues should be highlighted before the vendor/contractor consummates the contract.

5. This grievance redressal is beside the avenue of complaints to the vigilance department of the procuring organisation.

## 27. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

27.1 The Bidder, whose Bid has been accepted, will be notified of the award by the Employer prior to expiration of the Bid validity period through e-Procurement portal and confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").

The offline communication of LOA shall not be mandatory.

27.2 The notification of award will constitute the formation of the Contract. The works should be completed within the period specified in the NIT from expiry of *30(Thirty)days from the issue of letter of acceptance issued by department or within 7 days of handing over of the site, whichever is later.

27.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder, work programme etc. within 60(sixty) days following the notification of award along with the letter of Acceptance and / or Work Order issued by department.

In case of failure to submit performance security and enter in to agreement in specified period or extended period, on written request of contractor, if any, the department in addition to other penal measures as per clause 14.5 of ITB shall debar the selected bidder from participating in re-tender. In addition, the department may debar the bidder from participating in future bids in accordance with Guidelines for Debarment of firms from Bidding.

27.4 In the bidding process, the cause of rejection of Bid of any bidder should be intimated to non-qualified bidder. The Security / Earnest Money shall be refunded to unsuccessful bidders as per provision of Cl. 14.3.

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

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

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

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

## 28. PERFORMANCE SECURITY/ SECURITY DEPOSIT/PERFORMANCE GUARANTEE

Security Deposit shall consist of two parts;

a) Performance Security to be submitted at award of work and

b) Retention Money to be recovered from running bills.

The Security Deposit shall bear no interest.

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

## 29. EMPLOYMENT OF LABOUR

29.1 Contractors are to employ, to the extent possible (as per policy decision of the company valid from time to time), local project affected people and pay wages not less than the minimum wages as per minimum Wages Act of Central or state govt. (whichever is higher) or HPC wages of CIL as applicable (notified and prevalent during execution of the work) and mentioned in NIT.

Payment of Provident Fund for the workmen employed by him for the work as per the Law prevailing under provision of CMPF/EPF and allied scheme valid from time to time shall be responsibility of the contractor which shall be in accordance with the given guidelines:

1. The Contractor must be mandatorily registered as employer under the CMPF Act and allied scheme and shall submit details of their workers with the CMPF number, wherever required. The contractor shall submit CMPF registration certificate before signing of agreement.

2. If any employee of a Contractor is not a member of any Provident Fund, he shall be required to become a member of CMPF scheme immediately, for availing benefits therefrom.

3. Where the employees of a Contractor are members of EPF scheme, the Contractor shall provide appropriate facilitation to those employees who voluntarily opt for conversion from EPF Schemes to CMPF Schemes.

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

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

The contractor shall also comply with the provisions of the CMPF/ EPF and regularly deposit the contributions in accordance with the same. The Company shall have no liability whatsoever in this regard**.**

NOTE:

**1.** However, if the basic rate of wages of labour as fixed by CIL (i.e. with respect to HPC wages) is revised during the contract period then the incremental difference shall be reimbursed on actual basis through a suitable mechanism as decided by CIL/Subsidiary.

**2.** (i) The contractor shall be bound to pay to their workers engaged in mining activities as defined under Section 2 (h), (j) & (k) of the Mines Act, 1952 in respect of every accounting year a minimum bonus (as modified from time to time in the Payment of Bonus Act or applicable statute) or "Performance Linked Incentive (PLI) for Contractor Workers" in lieu thereof which shall be 8.33 per cent of the salary or wage earned by the worker during the accounting year irrespective of whether they are covered under Payment of Bonus Act, 1965 or not".

(ii) In order to become eligible for above Performance Linked Incentive (PLI), the contractors' workers engaged in mining activities must have worked for minimum 30 days in the relevant Accounting Year.

(iii) A Contractor Worker engaged in mining activities shall be disqualified from receiving Performance Linked Incentive (PLI), if he is indulged in

i. fraud; or

ii. riotous or violent behavior; or

iii. theft, misappropriation or sabotage of any property belonging to CIL or its Subsidiaries

(iv) The above payment of Performance Linked Incentive (PLI) for contractors' workers engaged in mining activities would be on pro-rata of attendance.

(v) For Non-Mining Activities: The contractor shall pay to its workers engaged in non-mining activities, in respect of every accounting year, the statutory bonus as admissible under the extant law governing payment of bonus, as amended from time to time, or, where such workers are not covered under the said provisions due to wages exceeding the prescribed ceiling (presently Rs. 21,000 per month, or as revised from time to time), a Performance Linked Incentive (PLI) at the rate of 8.33% of the salary or wages earned during the relevant accounting year, strictly in accordance with other terms, conditions, eligibility criteria and modalities as may be prescribed under the extant law governing payment of bonus.

**3.** Any other statutory payment to employed labour which are introduced or modified during the duration of the contract shall be reimbursed on actual basis through a suitable mechanism as decided by CIL/Subsidiary. The decision of the company in this regard shall be final.

29.2 The Contractor shall comply with statutory requirements of various acts including Child Labour

(Prohibition & Regulation) Act, 1986 as amended from time to time and all rules, regulations and schemes framed thereunder from time to time in addition to other applicable labour laws.

29.3 The payment to the contractor's labourers has to be made through Bank only.

29.4 Bonus is to be paid to the contract workers engaged by the Contractors as per the provisions of Payment of Bonus Act, 1965 as amended from time to time.

29.5 The contractors shall register themselves on the Contract Labour Payment Management Portal (CLPMP) of CIL within 30 days of issue of work order and will have to enter and update periodically the following details in the portal: a. Work Order details b. Details of Contractor workers and payment of wages in respect of each Work Order each month.

29.6 ~~DELETED.~~

29.7 Contractors should deploy suitably experienced workers as mentioned in relevant Govt. circular.

[***Not to be part of Tender Document:*** *In case company decides/ circulates separate wages for such works within mine premises, the same may be allowed based on appropriate circular. Clause 29.1 shall stand amended to this extent before notification of bid.*]

**30. LEGAL JURISDICTION**

Matter relating to any dispute or difference arising out of this tender and subsequent contract awarded based on the bid shall be subject to the jurisdiction of LOCAL court only.

**31. DEEMED EXPORTS**

If the bidder has quoted any item/ items under the deemed exports then it will be the responsibility of the Bidder to get all the benefits under deemed exports from the Government. The Company's responsibility shall only be limited to the issuance of required certificates. The quotation of the Bidder will be unconditional and phrases like "Subject to availability of deemed exports benefit" will not find place in it.

**32. CONSULTANTS NOT TO BID & VICE-VERSA:**

A firm which has been engaged by the Company to provide Goods or Works for a project or any of its affiliates will be barred from providing consultancy services for the same project. Conversely, a firm hired to provide consultancy services for the preparation or implementation of a project and any of its affiliates will be barred from subsequently providing Goods or Works or services related to the initial assignment for the same project.

## 33. SUB-CONTRACTOR/ SUB-VENDOR:

33.1 The contract agreement may specify major items of supply of services. Further, the installation/ usage of major equipment /product shall meet the following conditions:

1. Indigenously manufactured with BIS/ ISI marking wherever it is mandatory or conforming to BIS standards or ISO certification etc or reputed brand in that order.

2. Overseas manufactured with certification regarding quality like relevant ISO/British Standard Certification/ any other International quality certification etc. Failing which internationally reputed brand in that order.

The major items/ equipment/ products so specified by the bidder shall be incorporated in the Contract Document. The contractor may from time to time propose any addition or deletion from the list as mentioned in the contract document and will inform the Engineer in Charge/ Designated Officer in Charge with proper justification so as not to impede the progress of work. The same may be accepted by Engineer in Charge/ Designated Officer in Charge.

However, such approval of the Engineer in Charge/ Designated Officer will not relieve the contractor from any of his obligation, duties and responsibilities under the contract.

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

33.3 The total value of subcontracted work should not exceed the percentage of the contract price specified in the contract (50%). Sub-contracting by the contractor without the approval of the Procuring Entity shall be a breach of contract, unless explicitly permitted in the contract.

## 34. e-payment

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

## 35. Changes in Firms Constitution to be intimated

Prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the Firm. If prior approval is not obtained the same will be treated as a breach of contract and shall have same consequences due to such breach of contract.

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

A new partner shall not be introduced in the firm except with the prior consent in writing of the Procuring Entity, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking.

## 36. Miscellaneous.

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

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

36.3 After opening of the Tender if the company decides to seek clarification, the tenderer should be in a position to depute their representative, at short notice, with full authority on technical and other matters.

36.4 Throughout the bidding documents, the terms ‘bid’ and tender and their derivatives are synonymous.

36.5 The Bidders will download the Bid documents from the website. The Company shall not be responsible for any delay/ difficulties/ inaccessibility of the downloading facility for any reason whatsoever. The downloading facility shall be available as soon as the bid is notified and up to the period of submission.

36.6 The bidders will be required to accept the Bid documents as available through undertaking as available in the Bid Document.

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

36.8 The processes for entering into the agreement with the successful bidder will be done offline as per the prevailing manual system. The contractor will submit the following documents within 30 days of issue of LOA, for execution of Agreement:

i. Non Judicial Stamp Paper of appropriate value as per Stamp Duty Act as applicable for the worksite.

ii. Articles of Agreement,

iii. Notice Inviting Tender and Instruction to Bidders,

iv. Conditions of Contract, including General Terms and Conditions, Additional Terms and Conditions, Special Conditions, if any etc. forming part of the Agreement,

v. Letter of Acceptance of Bid,

vi. Copy of security deposits

vii. Scope of works / Technical Tender Document

viii. Bills of Quantities,

ix. Site handover and takeover certificate, jointly signed by Engineer-in-Charge and the Contractor

x. Labour License as per the latest Act / Statute, as applicable. ~~Contract Labour (Regulation & Abolition) Act, 1970~~, if required.

xi. Insurance Policy certificates (Worker's Compensation Policy, Group Personnel Accident Insurance (GPAI) Policy, if required & All Risk Policy) duly pledged in the name of respective company.

xii. CMPF / EPF Registration certificate.

xiii. Detail Time and Progress Chart (PERT network), jointly signed by Engineer-in-Charge and the Contractor.

xiv. List of Technical & Supervisory Personnel to be deployed for execution of the work

xv. Payment Schedule after competent approval of Tender Approving Authority (limited to concerned Director of CIL/Subsidiary)

xvi. Quality Assurance Plan

xvii. Drawings Design Schedule

xviii. Duly Signed Contract Integrity Pact

xix. Duly Signed CIPP

xx. Manufacturing and Delivery Schedule

xxi. Duly filled and signed Mandate Form

xxii. Any other document, if required.

NOTE: In case of JV, the contract agreement should be signed by each JV members.

37. **Restriction on Procurement from a bidder of a country which share a land border with India and on sub-contracting to Contractors from such countries have been notified by the Department of Expenditure's OM No. F.7/10/2021-PPD (1) dated 23.02.2023 (Public Procurement Order No. 4 – hereinafter referred to in this section as the 'Order'):**

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

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

**III.** "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means. -

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

b. A Subsidiary of an entity incorporated, established or registered in such a country; or

c. An entry substantially controlled through entities incorporated, established or registered in such a country; or

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

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

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

g. A consortium or Joint Venture where any member of the consortium or Joint Venture falls under any of the above

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

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

   Explanation--

   a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the Company.

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

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

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

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

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

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

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

***Note***

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

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

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

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

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

## SECTION 6.1 – GENERAL TERMS & CONDITIONS

1. **DEFINITIONS:**

i. The word "Company"' or “Procuring Entity” or "Employer" or "Owner" wherever occurs in the conditions, means the ............. Limited, represented at the headquarters of the Company by the ............. or his authorised representative or any other officer / Engineer-in-charge specially deputed for the purpose.

ii. The word “Principal Employer" wherever occurs, means the authorised representative or any other officer specially deputed by the Company for the purpose of contract.

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

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

v. "Bid security" (including the term ‘Earnest Money Deposit’(EMD), in certain contexts) means a security from a bidder securing obligations resulting from a prospective contract award with the intention to avoid: the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents; failure to sign the contract or failure to provide the required security for the performance of the contract after an offer has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the tender documents.

vi. “Class-I local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for ‘Class-I local supplier’ under the Public Procurement (Preference to Make in India), Order 2017.

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

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

ix. “Non-Local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for ‘Class-II local supplier’ under the Public Procurement (Preference to Make in India), Order 2017.

x. "Notice inviting tenders" (including the term ‘Invitation to bid’ or ‘request for proposals’ in certain contexts) means a document and any amendment thereto published or notified by the Procuring Entity, which informs the potential bidders that it intends to procure goods, services and/or works.

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

xii. The word "Contractor"/"Contractors" or "Manufacturer" 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.

xiii. "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.

xiv. The term "sub-contractor", as employed herein, includes those having a direct contract with contractor either on piece rate, items rate, time rate or on 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 supplied materials.

xv. "Consulting Engineer"/"Consultant" shall mean any firm or person duly appointed as such from time to time by the owner.

xvi. 'Accepting authority' shall mean the management of the company and includes an authorized representative of the company or any other person or body of persons empowered in this behalf by the company.

xvii. A 'Day 'shall mean a day of 24 hours from midnight to midnight.

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

NOTE:

i. For works awarded from CIL / Subsidiary HQ: EIC shall be Area GM

ii. For works awarded from Area: EIC shall be Staff Officer(concerned department)

iii. For works awarded from project: EIC shall be Sub-Area Manager

iv. For works to be executed at HQ, EIC shall be HOD(Respective Department / Section)

xix. The "Procurement contract" (including the terms 'Purchase Order' or 'Supply Order' or 'Withdrawal Order' or 'Work Order' or 'Consultancy Contract' or 'Contract for other services' under certain contexts), means an agreement relating to the subject matter of procurement, entered into between the Procuring Entity and the supplier, service provider or contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country. The term "contract" will also include "rate contract' and "framework contract".

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

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

xx. The 'works' shall mean and include the furnishing of equipment, labour, and the services in accordance with the contract or parts thereof as the case may be and shall also 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.

xxi. "Specification" shall mean the technical specifications forming a part of the contract and such other schedules and drawings as may be mutually agreed upon.

xxii. 'Contract price/value' shall mean the lump sum prices quoted by the contractor in his bid with additions and deletions as may be agreed before signing of the contract, for the entire scope of the work including furnishing and erection of equipment covered under the specifications and documents and shall be treated as the contract price/value.

'Contract value' / 'Contract price' / 'Contract amount' shall mean:

a. In the case of lump sum contracts, the total sum for which tender is accepted by the Company inclusive of applicable GST,
b. In the case of other types of contracts, the total sum arrived at based on the individual rates quoted by the tenderer for the various items shown in the 'Bill of quantities' of the tender documents as accepted by the Company inclusive of applicable GST with or without any alteration as the case may be.

NOTE: For the purpose of deriving the value of Performance Security, retention money & liquidated damages (penalty) during the execution, the contract price /value/amount shall be excluding GST

xxiii. 'Written notice' shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the Corporation/Company for whom it is intended, or if delivered at or sent by registered mail / e-mail known to him who gives the notice.

xxiv. "Letter of Acceptance" of the tender shall mean the official notice issued by the company notifying the contractor that his tender has been accepted.

xxv. "Date of Contract" shall mean the date on which both the parties have signed the contract agreement.

xxvi. "Manufacturer's Works' or Contractor's Works" shall mean the place of work used by the Manufacturer, the Contractor, their collaborators or sub-contractors for the performance of the works.

xxvii. "Inspector" shall mean the Owner or any person nominated by the Owner from time to time, to inspect the equipment stores or Works under the contract and/or the duly authorised representative of the owner.

xxviii. When the words "Approved", "Subject to Approval", "Satisfactory", "Equal to", "Proper", "Requested", "As directed", "Where directed", "When directed", "Determined by", "Accepted", "Permitted", or words and phrases of like import are used, the approval, judgment, direction etc. is understood to be a function of the Owner/ Engineer-in-Charge.

xxix. "Test of Completion" shall mean such tests as prescribed in the contract to be performed by the contractor before the Works is taken over by the Owner.

xxx. "Start-up" shall mean the time period required to bring the equipment covered under the Contract from an inactive condition, when construction is essentially complete, to the state ready for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting sub-systems; initial operation of the complete equipment covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action; shut down inspection and adjustment prior to the trial operation period.

xxxi. "Initial operation" shall mean the first integral operation of the complete equipment covered under the contract with sub-systems and supporting equipment in service.

xxxii. "Trial Operation", Trial Run", shall mean the extended period of time after the "Start-up" period. During this trial operation period the unit shall be operated over the full load range. The length of Trial Operation shall be as determined by the Engineer, unless otherwise specified elsewhere in the Contract.

xxxiii. "Performance and Guarantee Tests" shall mean all operation checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristics as specified in the contract document.

xxxiv. "Commercial Operation" shall mean the condition of operation in which the complete equipment covered under the contract is officially declared by the owner to be available for continuous operation at different loads upto and including rated capacity. Such declaration by the owner however, shall not relieve or prejudice any of the contractor's obligation under this contract.

xxxv. "Final Acceptance" shall mean the owner's written acceptance of the works performed under the contract, after successful completion of performance and guarantee tests.

xxxvi. "Guarantee Period/Maintenance Period/Defect Liability Period" shall mean the period during which the contractor shall remain liable for repair or replacement of any part of the works performed under the contract.

xxxvii. "Drawings"/"Plans" shall mean all:

a. drawings furnished by the owner/consultant as a basis for proposals,

b. supplementary drawings furnished by the Owner/Consultant to clarify and to define in greater detail the intent of the contract,

c. drawings submitted by the contractor with his proposal provided such drawings are acceptable to the Owner/Consultant,

d. drawings furnished by the Owner/Consultant to the Contractor during the progress of the work, and

e. engineering data and drawings submitted by the Contractor during the progress of the work provided such drawings are acceptable to the Engineer,

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

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

b. Other Internationally approved Standards and/or rules and regulations touching the subject matter of the contract.

(i) A.S.M.E. Test codes.

(ii) A.I.E.E. Test codes.

(iii) American Society of Materials Testing Codes.

(iv) Indian Electricity Act and Rules and Regulations made thereunder.

(v) Indian Explosive Act and Rules and Regulations made thereunder.

(vi) Indian Petroleum Act and Rules and Regulations made thereunder.

(vii) Indian Mines Act and Rules and Regulations made thereunder.

c. Any other laws, rules, regulations and Acts applicable in the country with respect to labour, safety, compensation, insurance etc.

xxxix. Words importing singular only shall also include the plural and vice-versa where the context so requires.

xl. Words importing "Person" shall include firms, companies, corporations, and associations or bodies of individuals, whether incorporated or not.

xli. Terms and expressions, not defined herein, shall have the same meaning as are assigned to them in the Indian Sale of Goods Act, failing that in the Indian Contract Act, and failing that in the General Clauses Act.

xlii. "Commissioning": The term “Commissioning” shall be the stage when the Plant/Project has been Completed and has successfully passed the Performance Guarantee Test. After PGT, the Plant is deemed to be fully ready for Commercial Operation.

xliii. "Government Approvals" shall mean all permits, licenses, authorisations, consents, clearances, decrees, waivers, privileges, approvals from and filing with government instrumentalities necessary for the development, construction and operation of the plant/project.

xliv. "Month" shall mean a calendar month according to the Gregorian calendar.

xlv. "Bank Guarantee" shall mean the Bank Guarantee to be provided by .............. to............

xlvi. 'Tender Accepting Authority (TAA)/ Awarding Authority' shall mean the management of the Company and includes an authorized representative of the Company or any other person or body of persons empowered in this behalf by the Company to approve the Tender.

Tender Accepting Authority (TAA)/Awarding Authority at any time after the award of tender till the finalization of contract shall be construed as the authority as per the prevalent DoP of CIL/Subsidiary.

**Note:** Interpretation of Tender Accepting Authority (TAA)/ Awarding Authority as above is applicable for the existing and future contracts.

xlvii. “Plant”: Plant wherever referred in the document shall mean the complete plant including all Civil & Structural portions and all the equipment.

## 2. CONTRACT DOCUMENTS:

The following documents shall constitute the contract documents:

i. Non Judicial Stamp Paper of appropriate value as per Stamp Duty Act as applicable for the worksite.
ii. Articles of Agreement,
iii. Notice Inviting Tender and Instruction to Bidders,
iv. Conditions of Contract, including General Terms and Conditions, Additional Terms and Conditions, Special Conditions, if any etc. forming part of the Agreement,
v. Letter of Acceptance of Bid,
vi. Copy of security deposits
vii. Scope of works / Technical Tender Document
viii. Bills of Quantities,
ix. Site handover and takeover certificate, jointly signed by Engineer-in-Charge and the Contractor

x. Labour License as per the latest statutes ~~Contract Labour (Regulation & Abolition) Act, 1970~~, if required.

xi. Insurance Policy certificates (Worker's Compensation Policy, Group Personnel Accident Insurance (GPAI) Policy, if required & All Risk Policy) duly pledged in the name of respective company.

xii. CMPF / EPF Registration certificate.

xiii. Detail Time and Progress Chart (PERT network), jointly signed by Engineer-in-Charge and the Contractor.

xiv. List of Technical & Supervisory Personnel to be deployed for execution of the work

xv. Payment Schedule after competent approval of Tender Approving Authority (limited to concerned Director of CIL/Subsidiary)

xvi. Quality Assurance Plan

xvii. Drawings Design Schedule

xviii. Duly Signed Contract Integrity Pact

xix. Duly Signed CIPP

xx. Manufacturing and Delivery Schedule

xxi. Duly filled and signed Mandate Form

xxii. Any other document, if required.

NOTE: In case of JV, the contract agreement should be signed by each JV members.

~~2.1. DELETED.~~

2.2. The Contractor shall enter into a Contract Agreement with the Owner within 60 (sixty) days from the date of award of work / issuance of LOA or within such extended time as may be granted by the owner. The performance Bank Guarantee for the proper fulfillment of the contract shall be furnished by the contractor in the prescribed form within twenty one (21) days of 'Acceptance of tender'. The performance Guarantee shall be as per terms prescribed in clause 4.0 herein after.

~~2.3. DELETED.~~

2.4. The agreement, unless otherwise agreed to, shall be signed within 60 days of the issue of the letter of Acceptance of tender, at the office of the owner on a date and time to be mutually agreed. The contractor shall provide for signing of the contract, performance guarantee in copies as required, appropriate power of attorney and other requisite materials. In case it is agreed mutually that the contract is to be signed beyond the stipulated time of 60 days, then it should be done with the competent approval of Tender Approving Authority (limited to Director of CIL/Subsidiary)

2.5. The agreement will be signed in TWO originals and the contractor shall be provided with one signed original and the rest will be retained by the owner. None of these documents shall be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

~~2.6. DELETED.~~

2.7. Subsequent to signing of the contract, the contractor at his own cost shall provide the owner with at least six (6) true copies of agreement within thirty (30) days after the signing of the contract.

2.8. The date of commencement shall be reckoned from the expiry of 30 days from the issue of letter of acceptance or seven days after handing over the site for the first activity as per PERT network chart, whichever is later.

2.9. The laws applicable to this contract shall be the laws in force in India. The local courts of ______ shall have exclusive jurisdiction in all matters arising under this contract.

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

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

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

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

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

a. discrepancy between description in words and figures the rate which corresponds to the words quoted by the Contractor shall be taken as correct.

b. discrepancy in the amount quoted by the Contractor due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.

c. discrepancy in totaling or carry forwards in the amount quoted by the Contractor shall be corrected.

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

In case of discrepancy between BOQ and/or drawing and /or technical document, the following order of preference shall be observed:

- Description in bill of quantities of work
- Particular specification and special conditions, if any.
- Drawings
- General Specifications
- BIS specifications.

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

Any error in description, quantity and rate in bill of quantities or any omission there from shall not vitiate the contract or release the contractor from discharging his obligations under the contract including execution of work according to the approved drawings and specifications forming the part of the contract document.

## 4. PERFORMANCE GUARANTEE/SECURITY DEPOSIT:

4.1 Security Deposit shall consist of two parts:

A) Performance Security to be submitted at award of work and

B) Retention Money to be recovered from running bills.

The Security Deposit shall bear no interest.

4.2 Performance Security (first part of Security Deposit) should be 5% of value of contract value excluding GST, and should be submitted within 21 days of issue of LOA, by the successful Bidder in any of the form given below:

**A.** A Bank Guarantee (BG) 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……. or branch at…………….

**B.** Govt. Securities, FDR (Scheduled Bank) or any other form of deposit Stipulated by the owner.

**C.** Demand Draft drawn in favour of ………………. on any Scheduled Bank payable at its Branch at……….

**D. BG in electronic mode (e-BG) generated through NeSL, in the same form as mentioned at (A)**

However, Company may approve submission of Performance Security beyond 21 days by another 14 days with proper justification on a case-to-case basis with late fee @ 0.1% per day of delay in submission of Performance Security beyond the stipulated period of 21 days as provided, maximum upto 14 days only.

[***Not to be part of Tender Document:*** *The approving authority for the above shall be CFD of the concerned Subsidiary.*]

The Earnest Money/Bid Security deposited is to be returned to the Contractor within 15 days after submission and subsequent confirmation of Performance Security. The Earnest Money/Bid Security deposited may be adjusted against the Security Deposit (Performance Security) at Bidder's option.

4.3 If Performance Security is provided by the successful Bidders in the form of Bank Guarantee it shall be issued either –

A) at Bidder's option by a Scheduled 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/extended period of contract (if any)" whichever is more. However, if the contract period is for more than 03 years, then period of validity of the BG should be for at least 03 years with a provision that timely action for extension of the BG should be undertaken at least 03 months before the end of validity.

The subsequent extension shall be for a period of "one year" or "ninety days beyond the period of contract/extended period of contract" if balance period is less than 3 years, else the process will repeat as above.

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

The BG shall be encashed at least 07 days (excluding date of intimation and bank holiday) prior to expiry of BG.

Bank Guarantee (BG) is to be submitted in the format prescribed by the Company. Bank Guarantee shall be irrevocable and it shall be issued by any Indian Nationalized Bank/Scheduled Bank on Structured Financial Messaging System (SFMS) platform which is payable / enforceable at ……..

The paper BG would be delivered by Issuing Bank to the Beneficiary under Speed Post/Registered Post (AD). Original Bank Guarantee shall be accepted from Issuing Bank only. However, the paper BG would be operative only on receipt of a separate advice through SFMS and confirmed by the Advising Bank (i.e. Beneficiary Bank). The confirmation of issuance of BG through SFMS from Advising Bank shall be obtained through electronically as well as print out of the said message from Advising Bank with seal and signature.

The details of Beneficiary for issue of BG under SFMS platform is furnished below:

| | | |
|---|---|---|
| | Name | |

| | | |
|---|---|---|
| Name of Beneficiary & its details | Area | |
| | Bank Account No. | |
| | Department | |
| Beneficiary Bank & Address | | |
| | | |
| IFCS Code | | |

The above particulars are to be incorporated by the Issuing Bank properly while issuing BG under SFMS mode to avoid any problem in future.

Original Bank Guarantee (issued by the Issuing Bank) shall be sent by the Issuing Bank to concerned Department by Registered Post (AD).

In case the successful Bidder fails to submit the Performance Security and Additional Performance Security, if any, within the stipulated time then the ~~award of work may be cancelled with forfeiture of the Bid Security/Earnest Money~~ following actions shall be taken with the approval of Tender Accepting Authority (TAA) limited to CMD, CIL/ Subsidiary:

a) Cancellation of award of work
b) Forfeiture of the Earnest Money/Bid Security
c) Any due amount to the contractor against the work done shall be treated as a part of the damages suffered by the company and shall not be paid to the contractor.
d) The contractor shall not be allowed to participate in the re-tender of the work.
e) The Company shall debar such defaulting Contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter.

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

[NOT TO BE A PART OF TENDER DOCUMENT: The Engineer-in-Charge is advised to issue regular reminders and timely notices to the Contractor for timely submission of Performance Security and Additional Performance Security, if applicable.]

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

[*Note (Not part of tender document):*

(A) *In case the Accepting Authority of the work is Board or Empowered Committee or FDs or CMD of CIL/Subsidiary Company, then the Competent Authority for forfeit of EMD and debarment shall be CMD of CIL/Subsidiary Company.*

(B) *In case the Accepting Authority of the work is up to the level of Director of CIL/Subsidiary Company, then the Competent Authority for forfeit of EMD and debarment shall be Director of CIL/Subsidiary Company*.]

**Safe Custody and Monitoring of Securities-**

The BG Details after confirmation and acceptance shall be entered in SAP by Associate Finance and its validity expiry shall be monitored through SAP. The BG shall be sent by Associate Finance to Corporate Finance CIL/ Subsidiary for safe custody. Extension of bank guarantees and other instruments, where warranted, should be sought immediately and implemented within their validity period.

For release of BGs, the proposal shall be forwarded by EIC with their recommendations in accordance with the contract conditions, for approval by the Competent Authority with the concurrence of the Finance Division.

[NOTE (NOT PART OF TENDER DOCUMENT): COMPETENT AUTHORITY IN THIS CASE IS TAA LIMITED TO DIRECTOR OF CIL/SUBSIDIARY COMPANY.]

4.4 Retention Money should be deducted at 5% from running on account bills. Total of performance security and Retention Money should not exceed 10% of contract amount or lesser sum indicated in the bid document. Retention Money may be refunded against equivalent Bank Guarantee, on written request of the contractor, on its accumulation to a minimum amount of Rs 25 lakhs.

The validity of the Bank Guarantee shall be for a period of “01 year” or “240 days beyond the period of contract/extended period of contract (if any)”, whichever is more. However, if the contract period is for more than 03 years, then period of validity of the BG should be for at least 03 years with a provision that timely action for extension of the BG should be undertaken at least 03 months before the end of validity.

The subsequent extension shall be for a period of “01 year” or “240 days beyond the period of contract/extended period of contract” if balance period is less than 3 years, else the process will repeat as above.

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

The BG shall be encashed at least 07 days (excluding date of intimation and bank holiday) prior to expiry of BG.

4.5 The Guarantee amount shall be payable to the Employer without any condition whatsoever.

4.6 Performance Security / Retention Money shall be converted into Performance Guarantee on successful completion of work in accordance with contract and upon satisfactory PG Test.

Retention Money submitted in the form of BG which shall be valid for 90 days after the end date of scheduled completion and to be extended for minimum period of 1(one) year in one instance which must cover the time period of 90 days beyond completion of Defect Liability period.

4.7 The Performance Guarantee shall cover additionally the following guarantees to the Employer:

A) The successful bidder guarantees the successful and satisfactory operation of the equipment furnished and erected under the contract, as per the specifications and documents,

B) The successful bidder further guarantees that the equipment provided and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the employer, fully remedy free of expenses to the Employer such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the Conditions of Contract.

4.8 The Contract Performance Guarantee is intended to secure the performance of the entire Contract.

However, it is not construed as limiting the damages under clause entitled 'Equipment Performance Guarantee' in section Technical Conditions of Contract and damages stipulated in the other clauses in the bidding documents.

4.9 All Bank Guarantees are to be submitted in the format prescribed by the company in the bid document. Bank Guarantee shall be irrevocable and it shall be from any Scheduled Bank acceptable to the owner. The BG issued by outstation bank shall be operative at its local branch at………..or branch at……..

4.10 The Company shall be at liberty to deduct/appropriate from the Contract Performance Guarantee/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 Contract Performance Guarantee/Security Deposit shall have to be restored by Contractor subsequently.

4.11 Performance Security deposit (part of the Performance Guarantee) shall be returned to the Contractor after successful completion of 3 (Three) years of Defect Liability Period without any interest. The balance SD i.e. Retention Money shall be released without any interest after successful completion of entire period of the Defect Liability. Any defect/defects in the work, if detected during Guarantee Period/Defect Liability Period shall be rectified or equipment/ system shall be replaced to the satisfaction of the engineer In-charge within the said defect liability/ operation/ maintenance/guarantee period or its due extension till completion of the rectification/ replacement works as required.

**4.12 BG in electronic mode (e-BG):**

a. Contractor has the option of submitting e-BG (Bank Guarantee in electronic mode) generated through NeSL (National E-Governance Services Limited).

b. The e-BG is to be issued by the Bank and generated through NeSL in the format applicable for Performance Security / Retention Money as per Tender Document.

c. The following details are to be mentioned in the Letter of Acceptance (LoA) / award of work, provided to the contractor **during the award of the work** so that they can contact their respective Banks for issuance of e-BG (generated through NeSL):

| Sr. No. | Field | Description of Field | Information to be provided: |
|---|---|---|---|
| 1 | UIN* | UIN of the legal entity | *Mandatory* |

| | | | |
|---|---|---|---|
| 2 | Name | Name of the legal entity / department / area registered for UIN | *Mandatory* |
| 3 | Email ID | Email ID of the legal entity | *Mandatory* |
| 4 | Name of the Representative | Representative of the legal entity | *Mandatory* |
| 5 | Email ID | Email ID of the representative | *(Optional)* |
| 6 | Mobile Number | Mobile Number of the representative | *Mandatory* |
| 7 | Business Unit Code | Identifier of the department/Zones/Office | *(Optional)* |
| 8 | Contract Reference Number | PO reference, Tender ID etc | *(Optional)* |

[**NOT TO BE PART OF THE TENDER DOCUMENT**: Tender Inviting Authority can also provide these details at the time of publishing of NIT, if available]

d. Other provisions viz. timeline for submission of Performance Security, validity of the Bank Guarantee, refund of the Bank Guarantee / Security Deposit, Encashment etc. shall remain same for the e-BG as stipulated for the Bank Guarantee issued in conventional mode by the Banks.

e. The verification through SFMS is not necessary in the case of e-BG.

## 5 ASSIGNMENT AND SUBLETTING OF CONTRACT

5.1 Sub-contracting: The contract may provide for the contractor to get specified works executed from sub-contractors included in the pre-qualification application or later agreed to by the Procuring Entity, with a caveat that the responsibility for all sub-contract work rests with the prime contractor. Sub-contracting may be for specialized items of work, such as reinforced earth retaining walls, pre-stressing works, and so on. Procurement of material, hiring of equipment or engagement of labour will not mean sub-contracting. The total value of subcontracted work must not exceed the percentage of the contract price specified in the contract (limited to 50%). Sub-contracting by the contractor without the approval of the Procuring Entity shall be a breach of contract, unless explicitly permitted in the contract.

**Requirement of experience of Sub-Contractor to be engaged:** Preceding 3 years, at least one work of a similar nature with a contract value exceeding 40% of value of the sub-contract to be awarded and received payments in respect thereof for an amount equal to at least 80% of such contract. Provided, however, that in any event the Contractor SHALL communicate the name and particulars to the procuring entity for any sub-contract including the relevant experience prior to entering into any such sub-contract. Overall responsibility of all Works lies on the contractor.

Contractors shall be required to submit the proof of payment to their sub-contractors on quarterly basis including the status of pending payments, if any. In case of failure to do so, the next bill of the contractor shall not be paid till this is complied by the contractor.

On the request of the Contractor, the Employer may make direct payment in respect of equipment supply / work to the Sub-Contractor / Vendor on certification by the Contractor through a tripartite agreement.

5.2 The contractor may, after informing the Engineer-in-Charge and getting his written approval, assign or sub-let the contract or any part thereof other than for raw materials, for minor detail or any part of the plant for which makes are identified in the contract. Suppliers of the equipment not identified in the contract or any change in the identified supplier shall be subject to approval by the engineer. The experience list of the equipment vendors under consideration by the contractor for this contract shall be furnished to the engineer for approval prior to procurement of all such items/equipment. Such assignment sub-letting shall not relieve the contractor from any obligation, duty or responsibility under the contract. Any assignment as above without prior written approval of engineer shall be void.

2.1 For components/equipments procured by the contractors for the purposes of the contract, after obtaining the written approval of the owner, the contractor's purchase specifications and enquiries shall call for quality plans to be submitted by the suppliers along with their proposals. The quality plans called for from the vendors shall set out, during the various stages of manufacture and installation, the quality practices and procedures followed by the vendor's quality control organization, the relevant reference documents/standards used, acceptance level, inspection documentation raised, etc. Such quality plans of the successful vendor shall be discussed and finalised in consultation with the engineer and shall form a part of the purchase order/contract between the contractor and the vendor. Within 3 weeks of the release of the same purchase order/contracts for such bought out items/ components, a copy of the same without price details but together with detailed purchase specifications, quality plans and delivery conditions shall be furnished to the engineer by the contractor.

NOTE:

In case of availability of SQC contract (Supervision and Quality Control) for the infrastructure work, the quality plan is to be submitted by the contractor to the SQC consultant engaged by the owner with intimation to the EIC.

## 6 PATENT RIGHTS AND ROYALTIES

Royalties and fees for patent covering materials, articles, apparatus, devices, equipment or processes used in the works shall be deemed to have been included in the contract price. The contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the owner indemnified in that regard. The contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patent involved in the works, and, in case of an award of damages, the contractor shall pay for such award. In the event of any suit or other proceedings instituted against the owner, the same shall be defended at the cost and expense of the contractor who shall also satisfy/comply and decree, order or award made against the owner. But it shall be understood that no such machine, plant, work, material or thing has been used by the owner for any purpose or any manner other than that for which they have been furnished and installed by the contractor and specified under these specifications. Final payment to the contractor by the owner will not be made while any such suit or claim remains unsettled. In the event any apparatus or equipment, or any matter thereof furnished by the contractor, is in such suit or proceedings held to constitute infringement, and its use is enjoined, the contractor shall, at his option and at his own expense, either procure for the owner, the right to continue use of said apparatus, equipment or part thereof, replace it with non-infringing apparatus or equipment or modify it, so it becomes non-infringing.

## 7 TIME - THE ESSENCE OF CONTRACT

7.1 The time and the date of completion of the works as stipulated in the contractor's proposal and accepted by the owner without or with modifications, if any and so incorporated in the award letter shall be deemed to be the essence of the contract. The contractor shall so organise his resources and perform his work as to complete it not later than the date agreed to. The date of commencement shall be reckoned from the expiry of 30 days from the issue of letter of acceptance or seven days after handing over the site for the first activity as per PERT network chart, whichever is later. The PERT/BAR chart both for works as well as supply is to be mutually agreed and finalized within 30 days of issue of LOA. The site may be handed over in full or part.

The contractor shall give notice 30 days in advance prior to the completion of first activity for handling over the site required for Subsequent activity and this shall be provided as per the Critical/PERT network programme.

*[NOT TO BE PART OF THE TENDER DOCUMENT:*

*The company should plan ahead and ensure the timely shifting of any utilities* (like electric lines, water pipes, telephone cables etc.) *encountered in the site so as to provide an encumbrance free site to the contractor. Such works of shifting are to be taken up as*

*Urgent Works (MCEW) so as to avoid the delay in the execution of the work of the main contract. If there is delay in shifting of the utilities, for which the contractor is not accountable, reasonable time extension may be given to the contractor by the company.]*

7.2 The contractor shall submit a detailed PERT network in line with the PERT of major activities provided with the tender document by the procuring entity, within the time frame agreed above consisting of adequate number of activities covering various key phases of the works such as design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days after the date of acceptance of tender. This network shall also indicate the interface facilities to be provided by the owner and the dates by which such facilities are needed. Contractor shall discuss the network so submitted with the owner and the agreed network which may be in the form as submitted or in revised form in line with the outcome of discussions and shall form part of the contract to be signed within sixty (60) days from the date of letter of acceptance. During the performance of contract, if in the opinion of the engineer proper progress is not maintained suitable changes shall be made in the contractor's operations to ensure proper progress.

For the purpose of this detailed time and progress/ PERT chart, the works shall be deemed to have commenced on the expiry of 30 days from the issue of letter of acceptance or seven days after handing over the site of work, whichever is later.

NOTE:

In case of availability of SQC contract (Supervision and Quality Control) for the infrastructure work, the PERT is to be submitted by the contractor to the SQC consultant engaged by the owner with intimation to the EIC.

7.3 The above PERT network shall be reviewed and periodic review reports shall be submitted by the contractor as directed by the engineer.

7.4 Subsequent to the award of the contract, the contractor shall make available to the Engineer-in-Charge, a detailed manufacturing programme, in line with the agreed contract network. Such manufacturing programme shall be reviewed, updated and submitted to the Engineer-in-Charge, once every two months thereafter.

## 8 CHANGED QUANTITY

The owner reserves the right to vary the quantities of items or groups of items to be ordered as specified in the accompanying technical specifications, as may be necessary, during the execution of the contract, but such variations unless otherwise specified in the accompanying technical specifications shall be limited to plus or minus twenty percent

(20%) of the original quantity ordered.

NOTE:

a. No payment shall be made or deducted for variation in the original quantity upto (+/-)20%.
b. Any variation beyond (+/-)20% shall be dealt as per DoP. The financial impact value for this purpose shall be considered for value beyond (+/-)20%
c. The financial impact shall be certified by the EIC in consultation with Consultant / CMPDIL / Subsidiaries.

## 9 DEDUCTIONS FROM CONTRACT PRICE

All costs, damages or expenses which the owner may have paid, for which under the contract the contractor is liable, will be claimed by the owner. All such claims shall be intimated by the owner to the contractor regularly as and when they fall due. Such claims shall be supported by appropriate and certified vouchers or explanations, to enable the contractor to properly identify such claims. Such claims shall be paid by the contractor within fifteen (15) days of the receipt of the corresponding claims and if not paid by the contractor within the said period, the owner may then deduct the amount, from any moneys due or becoming due by him to the contractor under the contract or may be recovered by actions of law or otherwise, if the contractor fails to satisfy the owner of such claims and to recover the amount from any money due to the contractor on any account or under any other contract including contracts awarded by CIL or other subsidiaries and in the event of any shortfall, the contractor shall be called upon to pay the same on demand.

**NOTE FOR ONLY CHP CONTRACTS:**

The rakes placed at Silo shall be loaded within the allowable free time given by Railways (as per the Extant Policy), so that there shall be no demurrage charges imposed by Railways on account of delay in rake loading from SILO / Surge Bins having Rapid Loading System (RLS). If loading of rake is not completed within scheduled time (i.e. allowable free time for rake loading at SILO given by railways) due to delay in operation of the Plant, reasons solely attributable to the contractor, demurrage charges payable to railway authority by CIL / Subsidiary shall be recovered from the contractor's bill.

The underloading and overloading of wagons are to be avoided by the contractor. The underloading/overloading charges, if any as imposed by the railway authority on CIL / Subsidiary due to reasons attributable to the contractor shall be recovered from the contractor. The decision of Engineer-In-Charge shall be final and binding on the contractor in the matter.

The cleaning of rail track below silo/surge bin with RLS is to be ensured by the contractor during DLP both through manual and mechanical means (by deploying JCB, Payloaders etc). The derailment of rail wagons due to spillage of coal during loading if attributable to the contractor, then derailment charges of Railway shall be recovered from contractor.

## 10 CONTRACT PRICE ADJUSTMENT

10.1 All adjustments in the contract price shall be computed in accordance with the conditions and formulae prescribed in the relevant clauses of 'Additional Terms and Conditions of Contract', the accompanying technical specifications and further satisfying the requirements specified herein.

10.2 The contract price stated in the contract agreement is the base price. A certain fixed percentage of the base price as indicated in the technical specifications shall not be subject to any price adjustment. The balance percentage viz. the cost portion shall only be subject to price adjustment.

10.3 Price adjustment shall be applicable to the cost portion, only if changes in the cost of labour and materials (either increases or decreases) occur during the contract period, directly affecting the cost portion.

10.4 Variations in the cost of materials shall be determined by comparing published material indices as on the last date of submission of bid (inclusive of price part) or the revised price bid, whichever is later, with the same indices published during the manufacture at the respective cut off periods for material as specified in clause 2 of Additional Terms and Conditions of Contract. Variations in the cost of labour shall be determined by comparing the wages as per the Minimum Wages Act of Central or state govt. (whichever is higher) or HPC wages of CIL as applicable and mentioned in NIT as on the last date of bid submission includes any revision , with the same wages as per the Minimum Wages Act of Central or state govt. (whichever is higher) or HPC wages of CIL as applicable and mentioned in NIT, during the work/manufacture applicable to the place of work/manufacture at the respective cut off periods for labour as specified in clause 2 of Additional Terms and Conditions of Contract of this Volume.

10.5 The total computed variation in the contract price shall be restricted to a limiting percentage as specified in clause 2 of Additional Terms and Conditions of Contract of this volume.

10.6 The price adjustment for the erection shall be made on the value of erection work done as indicated in each billing.

10.7 Every three months after the award of contract, and a month prior to shipment of equipment (in the case of ex-factory price component of contract price), and every month after establishing his site office (in the case of erection) the contractor shall submit to the engineer a written notice of the changes, if any, that have occurred in the specified material and labour indices during the previous reporting period containing the effective date of such change, the amount of change, the amount of contract price adjustment and documentary evidence to substantiate the price adjustment.

10.8 The contract price adjustment provisions detailed above, shall only be applicable if so specified in the Additional Terms and Conditions of Contract.

## 11 PACKING, FORWARDING AND SHIPMENT

11.1 The contractor, wherever applicable, shall after proper painting, pack and crate all equipment in such a manner as to protect them from deterioration and damage during rail and road transportation to the site and storage at the site till the time of erection. The contractor shall be held responsible for all damages due to improper packing.

11.2 The contractor shall notify the owner of the date of each shipment from his works, and the expected date of arrival at the site for the information of the owner.

11.3 The contractor shall also give all shipping information concerning the weight, size and content of each packing including any other information the owner may require.

11.4 The following documents shall be sent by registered post to the owner within 3 days from the date of shipment, to enable the owner to make progressive payments to the contractor: the payment shall be made only after receipt and acceptance of material at site in good condition. Application for payment in the standard format of the owner (3 copies), Invoice (6 copies), Packing list (6 copies), Pre-dispatch clearance certificate, if any (3 copies), Test certificate, wherever applicable (3 copies).

11.5 The contractor shall prepare detailed packing list of all packages and containers, bundles and loose material forming each and every consignment dispatched to site. The contractor shall further be responsible for making all necessary arrangements for loading, unloading and other handling right from his works up to the site and also till the equipment is erected, tested and commissioned. He shall be solely responsible for proper storage and safe custody of all equipment.

## 12 DEMURRAGE, WHARFAGE, ETC.

All demurrage, wharfage and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of the contractor.

## 13 INSURANCE

13.1 The contractor shall arrange, secure and maintain insurance as may be necessary and for all such amounts to protect his interests and the interests of the owner, against all risks as detailed herein in the joint names of the Owner and the Contractor with the condition that payments against all claims shall be payable by insurers to the owner as elaborated at clause 13.5. All premiums and other charges of the said insurance policies shall be paid by the contractor. The form and the limit of such insurance, as defined herein together with the under-writer thereof in each case shall be acceptable to the owner. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage on comprehensive all risks basis at all time during the period of contract shall be that of the contractor alone. The contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations.

13.2 Any loss of damage to the equipment, during handling, transporting, storage, erection, commissioning, Operation & Maintenance / Maintenance, carried out by the contractor, till such time the plant is taken over by the owner after the completion of the O&M / Maintenance period during DLP, shall be to the account of the contractor. The contractor shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the portion of the works damaged or lost. The transfer of title shall not in any way relieve the contractor of the above responsibilities during the period of the contract. The contractor shall provide the owner with a copy of all insurance policies and documents taken out by him in pursuance of the contract. Such copies of document shall be submitted to the owner immediately after such insurance coverage. The contractor shall also inform the owner in writing at least sixty (60) days in advance, regarding the expiry, cancellation and/or change in any of such documents and ensure revalidation/renewal, etc. as may be necessary well in time.

13.3 The risk that are to be covered under the insurance shall include, but not be limited to, the loss or damage in transit, storage at site, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, etc. The scope of such insurance shall cover the entire value of the works from time to time.

13.4 All costs on account of insurance liabilities covered under the contract will be on contractor's account and will be included in contract price. However, the owner may from time to time, during the pendency of the contract, ask the contractor in writing to limit the insurance coverage risks and in such a case, the parties to the contract will agree for a mutual settlement for reduction in contract price to the extent of reduced premium amounts.

13.5 All insurance claims, payable by the insurers, shall be paid to the Owner which 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.

13.6 The clause entitled insurance under the section erection terms and conditions of contract of this volume, covers the additional insurance requirements for the portion of the works to be performed at the site of work.

13.7 The Contractor shall pay directly the ex-gratia amount of [Rs 25 (Twenty Five) lakhs* or such other amount as decided by the Company from time to time] to the same dependent as per the terms of the contract or through insurance company by availing Group Personal Accident Insurance Policy for all its worker before commencement of the contract, which shall be renewed periodically to cover the entire duration of the contract. No reimbursement shall be made on this account by CIL/ Subsidiaries.

In order to comply with the above provisions, Contractor shall immediately on receipt of letter of acceptance / work order shall obtain group personal accident insurance in respect of the workmen engaged in mining activities to assure such payment of Rs 25 (Twenty Five)* in case of death in mine accident within 30 days. A proof to such effect shall be produced to the satisfaction of the management before commencement of the work. However, the responsibility of payment of special relief / ex-gratia amount shall be exclusively with the Contractor.

If the Contractor fails to disburse the special Relief / Ex-gratia within the due date, the subsidiary concerned may make the payment to the eligible dependent as mentioned herein above. However, such amount shall be recovered from the Contractor from his dues either in the same and / or other subsidiaries /CIL.

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

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

The Contractor shall whenever required produce before Engineer-in-charge the policy or policies of insurance and receipt of payment of the current premium.

## 14 LIABILITY FOR ACCIDENTS AND DAMAGES

Under the contract, the contractor shall be responsible for loss or damage to the plant until the plant is taken over in accordance with clause entitled 'Taking Over' in section technical terms and conditions of contract of this volume.

## 15 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION & INCENTIVES/ BONUS FOR EARLY COMPLETION

15.1 If the contractor fails to maintain the required progress in terms of the agreed time and progress chart or to complete the work and clear the site on or before the date of completion of contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as compensation/ Liquidated Damages @ half percent (1/2%) of the contract price per week or part thereof of delay. The aggregate of such compensation/ compensations shall not exceed 10 (ten) percent of the total value as shown in the Contract.

This will also apply to items or group of items for which separate period of completion has been specified. The amount of compensation may be adjusted or setoff against any sum payable to the contractor under this or any other contract with the company.

15.1.1 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 of 10% of the contract price.

15.1.2 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.

15.1.3 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.

15.1.4 In the event of such termination of the contract as described in clauses 15.1.2 or 15.1.3 or both, the company, shall be entitled to recover L.D. upto ten percent (10%) of the contract value besides recovery of compensation for damage/loss for termination as provided in 20.5 of General Terms and Conditions of Contract.

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

15.3 **Incentives/ Bonus:** Provision of incentives for completion of work before schedule should be sparingly made after careful assessment of tangible benefits therefrom and disclosed in the tender documents in clear monetary terms with approval of Estimate Approving Authority.

Incentives/ Bonus of one percent of the contract value per month subject to a maximum of five percent of contract value, for early completion be built into the contract very judiciously. To avail the incentive clause, it shall be mandatory on the part of the contractor to report the actual date of completion to the concerned Engineer-in-charge. The Engineer-in-charge shall report the actual date of completion of the works as soon as possible so that the report is received within seven days of such completion by the concerned CA. The completion of work shall mean here satisfactory completion of work without any defects to the satisfaction of EIC. The payment of incentives/ bonus shall be done after the completion of defect liability period (DLP).

This clause shall be applicable for Original Works (valuing not less than Rs.100 crore including GST) only.

NOTE: The provision of Incentive / Bonus is applicable only when it is categorically mentioned in the tender document.

## 16 CONTRACTOR'S DEFAULT

16.1 If the contractor shall neglect to execute the works including DLP period with the diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him, ~~if~~ in writing by the Engineer-in-Charge / SQC Consultant in connection with the works or shall contravene the provisions of the contract, the owner may give notice in writing to the contractor to make good the failure, neglect or contravention complained of. Should the contractor fail to comply with the notice within thirty (30) days from the date of service thereof, then and in such case the owner shall be at liberty to employ other workmen and forthwith execute such part of the works as the contractor may have neglected to do or if the owner shall think fit, it shall be lawful for him, without prejudice to any other right he may have under the contract, to take the works wholly or in part thereof and in that event the owner shall have free use of all contractor's equipment that may have been at the time on the site in connection with the works without being responsible to the contractor for fair wear and tear thereof and to the exclusion of any right of the contractor over the same, and the owner shall be entitled to retain and apply any balance which may otherwise be due on the contract by him to the contractor, or such part thereof as may be necessary, the payment of the cost of executing the said part of the works or of completing the works as the case may be. If the cost of completing the works or executing a part thereof as aforesaid shall exceed the balance due to the contractor, the contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay which the contractor shall have to pay if the completion of works is delayed.

16.2 In addition, such action by the owner as aforesaid shall not relieve the contractor of his liability to pay liquidated damages for delay in completion of works as defined in clause 15.0 of this section.

16.3 The termination of the contract under this clause shall not entitle the contractor to reduce the value of the performance bank guarantee nor the time thereof. The performance guarantee shall be valid for the full value and for the full period of the contract including guarantee period.

16.4 The bidding documents will clearly state that, if the contractor fails to complete the work and the order is cancelled, the amount due to him on account of work executed by him, if payable, shall be paid to him only after due recoveries as per the provisions of the contract and that too after alternative arrangements to complete the work has been made.

## 17 FORCE MAJEURE

17.1 Force majeure is herein defined as any cause which is beyond the control of the contractor or the owner as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

(a) natural phenomena, including but not limited to floods, draughts, earthquakes and epidemics:

(b) acts of any government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes, provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

17.2

(a) The successful Bidder/ Contractor will advise, in the event of his having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the company.

(b) For delays arising out of Force Majeure, the successful Bidder/ Contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither company nor the successful Bidder/ Contractor shall be liable to pay extra costs (like increase in rates, remobilisation advance, idle charges for labour and machinery etc.) provided it is mutually established that the Force Majeure conditions did actually exist.

(c) If any of the Force Majeure conditions exists in the place of operation of the bidder even at the time of submission of bid he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.

17.3 The contractor or the owner shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after contractor's performance of his obligations has been delayed for other causes.

## 18 DELAYS BY OWNER OR HIS AUTHORISED AGENT

18.1 Delays in Execution

i) A work may be completed ahead of schedule or delayed due to unforeseen fortuitous circumstances, extra effort or developments beyond the control of the procuring entity or the tenderer and it is sometimes difficult to apportion credit or responsibility. The contractor may experience delay or disruption due to his own actions or inaction, those of his sub-contractor or other contractors, those of the procuring entity or the engineer, or other causes. Such delays expose the non-performing party to various sanctions under the contract. These sanctions include extension of time, damages or default termination of the contract. While examining the request of the contractor for extension of time, the engineer shall consider all circumstances and categorise the delays as follows:

A) Excusable delays - Force Majeure (FM), that is, acts of God, abnormal weather, floods, and so on, applies;

B) Compensable delays – or Compensation Events, which put full burden of responsibility on the Procuring Entity as covered in the GCC; and

C) Inexcusable delay (contractor's own faults), which puts the full burden of responsibility on the contractor.

D) Concurrent delays - when two or more events responsible for delay overlap each other. The delays may be attributable to the Procuring Entity or the contractor or none, and fall in above categories. The eligibility for extension of time (EOT) should be determined by plotting each contributing concurrent delay on the critical path. The Procuring Entity should see that the concurrent delays do not result in unnecessary extra extension of time.

ii) Once the delay is categorised, it should then be determined not only whether the contractor is eligible for time extension but also whether sanctions, such as Liquidated Damage (LD) or default termination, can be imposed on the contractor.

18.2 In case the contractor's performance is delayed due to any act of omission on the part of the owner or his authorised agents, then the contractor shall be given due extension of time for the completion of the works, to the extent such omission on the part of the owner has caused delay in the contractor's performance of his work. Regarding reasonableness or otherwise of the extension of time, the decision of the engineer shall be final.

## 19 Extension of date of completion

19.1 On happening of any events causing delay as stated hereinafter, the contractor shall intimate immediately in writing the Engineer-in-charge:

a. due to any reasons defined as Force Majeure.

b. non-availability of stores which are the responsibility of the owner to supply.

c. non-availability or breakdown of tools and plant to be made available or made available by the owner.

d. delay on the part of the contractors or tradesmen engaged by the owner not forming part of the contract, holding up further progress of the work.

e. non-availability of working drawings/work programme in time, which are to be made available by the company during progress of the work.

f. any other causes which, at the sole discretion of the company is beyond the control of the contractor.

19.2 A "Hindrance Register" shall be maintained by both the Company and the Contractor at site to record the various hindrances, as mentioned 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.

19.3 Extension of Contract Time for completion

A **Force Majeure (FM):** Conditions beyond control of either parties like war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God come under the legal concept of Force Majeure (FM).

Delays in performance of contractual obligations under influence of FM conditions are condonable by the other party without any right to termination or damages, provided, notice of the happening of any such event is given by the affected party to the other within 30 (thirty) days from the date of occurrence duly certified by the local chamber of commerce or statutory authorities, the beginning and end of FM occurrence and cessation of such Force Majeure condition. Works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist.

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

**B. Delays in Execution**

A work may be completed ahead of schedule or delayed due to unforeseen fortuitous circumstances, extra effort or developments beyond the control of CIL/Subsidiary or the tenderer and it is sometimes difficult to apportion credit or responsibility. The contractor may experience delay or disruption due to his own actions or inaction, those of his sub-contractor or other contractors, those of CIL/Subsidiary or the engineer, or other causes. Such delays expose the non-performing party to various sanctions under the contract. These sanctions include extension of time, damages or default termination of the contract. While examining the request of the contractor for extension of time, the engineer shall consider all circumstances and categorize the delays as follows:

a) Excusable delays - Force Majeure (FM), that is, acts of God, abnormal weather, floods, and so on, applies;

b) Compensable delays – or Compensation Events, which put full burden of responsibility on CIL/Subsidiary and

c) Inexcusable delay (contractor's own faults), which puts the full burden of responsibility on the contractor.

d) Concurrent delays - when two or more events responsible for delay overlap each other. The delays may be attributable to CIL/Subsidiary or the contractor or none, and fall in above categories. The eligibility for extension of time (EOT) should be determined by plotting each contributing concurrent delay on the critical path. CIL/Subsidiary should see that the concurrent delays do not result in unnecessary extra extension of time.

C. Once the delay is categorised, it should then be determined not only whether the contractor is eligible for time extension but also whether sanctions, such as Liquidated Damage (LD) or default termination, can be imposed on the contractor.

D. The time for completion of the work will be specified in the contract and it is understood that the completion of work within the time specified is an essential part of this contract. While ascertaining the reasons for delay beyond the control of the control of contractor, the following delays shall be considered as “Hindrance”:-

a. Excusable delays

b. Compensable delays

c. Portion of Concurrent delays to be decided judiciously by the EIC.

E. More precisely, if any delay in the completion of the work is likely to be caused by any of the following reasons, then the contractor immediately upon the occurrence of such delay shall give notice in writing to the Engineer-in-Charge and he shall be allowed a reasonable extension of time for completion in respect of delay caused by any of the below-mentioned circumstances

a) Force Majeure as defined above;

b) Abnormally bad weather.

c) Non-availability of stores which are the responsibility of the company to supply as per contract.

d) Non-availability of working drawings in time, which are to be made available by the company as per contract during progress of the work.

e) Delay on the part of the contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work.

f) Non-availability or breakdown of tools and plant to be made available or made available by the company.

g) The execution of any modified or additional items of work or excess quantity of work.

h) Any other causes which, at the sole discretion of the company, is beyond the control of the contractor

i) Delay caused by any written instruction of the Engineer in Charge.

j) Any circumstances which are wholly beyond the control of the contractor and unavoidable

k) Portion of Concurrent delays as decided judiciously by the EIC

A. There shall be separate Interim extension(s) for Construction phase (till commissioning) and Operation (if applicable) & Maintenance period.

B. Interim Extension of completion time may be granted by Tender Accepting Authority limited to concerned Director of CIL / Subsidiary, based on the recommendation of the Engineer-in-Charge of the work during the course of execution of work reserving the right to impose/waive the clause relating to compensation for delay at the time of granting extension of time of the construction phase w.r.t. actual date of commissioning as per C below. The final extension of time shall be granted after the completion of the complete work including DLP.

C. However, after commissioning of the Plant, an extension of time w.r.t. actual date of commissioning for Construction Phase shall be granted with imposition of applicable Liquidated Damages as per provision of the contract, if applicable.

Final Extension of ~~completion~~ time is to be granted by Tender Approving Authority limited to CMD of CIL/ Subsidiary, after the completion of the Defect Liability Period.

General Principles for Granting Extension of Time

i) At the time of issuing notice inviting tenders for a particular work the Engineer-in-Charge should specify the time allowed for completion of the work consistent with the magnitude and urgency of the work.

ii) The time allowed for carrying out the work as entered in the contract shall be strictly observed by the contractor and shall be reckoned from the Date of Commencement of the work as given to the contractor.

iii) The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract) on the part of the contractor.

i) To ensure good progress of work during the execution, the contractor shall meticulously follow the preset time and progress chart and in the event of slippages in one segment, all efforts will be made to liquidate the slippages in the next stages.

ii) If the contractor shall desire an extension of time for completion of work on the grounds of his having been unavoidably hindered in its execution or on any other grounds as mentioned above shall make application to Engineer-In-Charge for extension of contract within a reasonable period prior to expiry of Contract Period (Preferably not later than 15 days prior to expiry of Contract Period). Engineer-In-Charge shall process the proposal based on the merit of the case for obtaining approval of Competent Authority. Such extension shall be communicated to the contractor in writing by the company through Engineer-in-Charge before the expiry of Contract Period.

iii) Engineer-in-Charge shall process extension of time for the completion of the work if the following conditions are satisfied:

a. The contractor must apply to the Engineer-in-Charge in writing for extension of time.
b. Such application must state the grounds which hindered the contractor in the execution of the work within the stipulated time.
c. Such application must be made within a reasonable period prior to expiry of Contract Period (Preferably not later than 15 days prior to expiry of Contract Period).

d. The Engineer-in-Charge must be of the opinion that the grounds shown for the extension of time are reasonable.

Vii) Deleted

iv) The opinion of the Engineer-in-Charge, whether the grounds shown for the extension of time are reasonable or not, is final. If the Engineer-in-Charge is of the opinion that the grounds shown by the contractor are not reasonable and declines to process the extension of time, the contractor may approach concerned SO(C) /GM (C) /Director (As the case may be) whose opinion shall be final and binding on all concerned.

v) All interim extensions of time shall be granted by Tender Accepting Authority limited to concerned Director of CIL / Subsidiary and all final extension of time shall be granted by Tender Accepting Authority limited to Chairman/ CMD of CIL/ Subsidiary.

Effort should be made to complete the work within the original contract period or extended period.

vi) In case the contractor does not apply for grant of extension of time before the expiry of contract period and the department wants the contractor to continue with the work beyond the stipulated date of completion, the Engineer-in-Charge can process proposal for extension of time even in the absence of application from the contractor as per the following guidelines :

a. Whenever any hindrance comes to the notice of the In Charge of the work, he should at once make a note of such hindrance in the register kept at site. He should also make a report to EIC of the occurrence of such hindrance.

b. The proposal for extension of time should be processed by EIC for obtaining the approval of Competent Authority (Ref Cl (ix) above. This should be processed preferably 15 days prior to the expiry of Contract Period.

c. If the orders of the higher authority are not received in time, he should extend the contract before the stipulated date actually expires so that the contract might remain in force but while communicating this extension of time, he must inform the contractor that this was without prejudice to Company's right to levy compensation under relevant clause of the agreement. Such extension of time given by EIC shall be considered as fait-accompli in future.

vii) The period during which the contract remains valid is a matter of agreement and if the period originally set for the completion of the work comes to an end nothing short of agreement of the party can extend the subsistence and validity of the contract.

viii) When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the contractor or the Department or of both.

The extension, in order to be binding, will have to be by parties‟ agreement, express or implied.

It therefore, follows that if the extension of time is issued /granted by the Engineer-in-Charge suo-moto as per provisions of Contract Agreement and such extension of time is accepted by the contractor, either expressly or implied by his actions before and subsequent to the date of completion, the extension of time granted by the Engineer-in-Charge is valid.

ix) It is, therefore, necessary that the Engineer-in-Charge grants extension of time as per provisions of the contract even when the contractor does not apply for extension of time in order to keep the contract alive. If the contractor refuses to act upon the extension so granted by Engineer-in-Charge, it will attract the provisions of appropriate clauses of the agreement.

x) 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.

xi) Denial Clause: If delay in works is attributable to the contractor, the procuring entity should protect itself against extra expenditure during the extended period by stipulating a denial clause (over and above levy of LD) in the letter informing the contractor of extension of time. In the denial clause (applicable for delays attributable to contractor), any increase in statutory duties and/ or upward rise in prices due to the PVC clause and/ or any adverse fluctuation are to be borne by the contractor during the extended delivery period, while the procuring entity reserves the right to get any benefit of a downward revisions in statutory duties, PVC, Thus, in cases of delays attributable to contractor, PVC, other variations clauses operate only during the original delivery period of the work.

20. **Cancellation, Termination, Suspension & Foreclosure of Contract**

20.1 Cancellation of Contract – The owner shall, in addition to other remedial steps to be taken as provided in the conditions of contract, be entitled to cancel the contract in full or in part, if the contractor.

a. makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer-in-charge, then on the expiry of the period as specified in the notice.

   or

b. commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer-in-charge, then on the expiry of the period as may be specified by the Engineer-in-charge in a notice in writing.

   or

c. fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by the Engineer-in-charge in a notice in writing.

   or

d. shall offer or give or agree to give any person in the service of the company or 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 the company.

   or

e. Shall try to obtain a contract with the company by way of ring tendering or other non-bonafide method of competitive tendering.

or

f. transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Engineer-in-charge. The Engineer-in-charge may by giving a written notice, cancel the whole contract or portion of it in default.

**Or**

g. If the financial progress of the contract is less than 20% and contractor fails to take up the site activities as per PERT network and / or commits default in submission of design/drawings as per the PERT network and / or fails to achieve three consecutive milestones as per agreed detailed PERT network, then the owner reserves the right to cancel the contract by giving 15 days notice to the contractor.

Or

h. If the financial progress of the EPC contract is more than 20% and work has been stalled / abandoned by the contractor or the cumulative financial progress of the contract *(including the submitted bills)* is less than half of the stipulated cumulative financial progress as per PERT on account of fault of contractor, then the owner reserves the right to cancel the contract by giving 15 days notice to the contractor.

**[NOT TO BE PART OF THE TENDER DOCUMENT: Only in the scenario of (h), balance work may be done through Special Limited Tender Enquiry (SLTE) / Nomination, as per the availability of the firms.]**

20.1.1 The owner shall in such an event give fifteen (15) days' notice in writing to the contractor of his decision to do so.

20.2 The contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to the work terminated and terms satisfactory to the owner, stop all further sub-contracting or purchasing activity related to the work terminated, and assist the owner in maintenance, protection, and disposition of the works acquired under the contract by the owner.

20.3 Termination of Contract – The contract shall stand terminated under the following circumstances unless the owner is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in the case of partnership the surviving partners, are capable of carrying out and completing the contract and the owner shall in any way not be liable to payment of any compensation to the estate of deceased contractor and/or to the surviving partners of the contractor's firm on account of the termination of the contract.:

(a) If the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of insolvency act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any insolvency act.

(b) In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the company or by an order of court, not being a voluntary liquidation proceeding for the purpose of amalgamation or reorganisation, or a receiver or manager is appointed by the court on the application by the debenture holders of the company, if any.

(c) If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 days.

(d) On the death of the contractor being a proprietary concern and the company is not satisfied that the legal representative of the deceased proprietor is capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative ~~or to the partnership concern~~.

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

In case the contract not terminated as provided in Subpara (e) above;

i) the remaining partners should give a written undertaking to perform the contract and accept all liabilities (including those of the expired/retired partner) incurred by the firm under the contract before the date of such an event.

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

20.4 If the contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies, then unless the owner is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in the case of partnership the surviving partners, are capable of carrying out and completing the contract the owner shall be entitled to cancel the contract as to its incomplete part without being in any way liable to payment of any compensation to the estate of deceased contractor and/or to the surviving partners of the contractor's firm on account of the cancellation of the contract.

The decision of the owner that the legal representatives of the deceased contractor or surviving partners of the contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the owner shall not hold the estate of the deceased contractor and/or the surviving partners of the estate of the deceased contractor and/or the surviving partners of the contractor's firm liable to damages for not completing the contract.

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

a. To take possession of the site and any materials, constructional plant, implements, stores, etc. thereon.

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

   i. Forfeiture of security deposit comprising of performance guarantee and retention money at the disposal of the employer.

      Or

   ii. 20% of value of incomplete work (Contract Value minus already executed value of the work).

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.

20.6 **Suspension of Contract –** The company shall have power to suspend the progress of the work or any part thereof and the Engineer-in-charge may direct the contractor in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the contractor, or for proper execution of the work for reasons other than any default on the part of the contractor, or on ground of safety of the work or part thereof. In the event of suspension for reason other than any default on the part of the contractor, extension of time shall be allowed by the company equal to the period of such suspension. Any necessary and demonstrable costs incurred by the contractor as a result of such suspension of the works will be paid by the owner, provided such costs are substantiated to the satisfaction of the engineer. The owner shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the contractor or his sub-contractor.

20.7 **Foreclosure of Contract (in full or in part) –** If at any time after acceptance of the tender, the company decides to abandon or reduce the scope of the work for any reason whatsoever the company, through its Engineer-in-charge, shall give notice in writing to that effect to the contractor. In the event of abandonment/reduction in the scope of work, the company shall be liable:

a. to pay the contractor at the contract rates full amount for works executed and measured at site upto the date of such abandonment/reduction in the work.

b. 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 supply for the work including supply to labour/staff quarters, office, etc.

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 part if so desired by him and to be transported by the contractor from site to his place.

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 issued 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.

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 amount payable in terms of para 20.7 (b), (c) and (e) above, the contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work, other than those as specified above.

## 21 NO WAIVER OF RIGHTS

Neither the inspection by the owner or the Engineer-in-Charge or any of their officials, employees or agents nor any order by the owner or the engineer for payment of money or any payment for or acceptance of, the whole or any part of the works by the owner or the Engineer-in-Charge, nor any extension of time, nor any possession taken by the Engineer-in-Charge shall operate as a waiver of any provision of the contract, or of any power herein reserved to the owner, or any right to damages herein provided, nor shall any waiver of any breach in the contract be held to be a waiver of any other or subsequent breach.

## 22 CERTIFICATE NOT TO AFFECT RIGHT OF OWNER AND LIABILITY OF CONTRACTOR

No interim payment certificate of the engineer, nor any sum paid on account, by the owner, nor any extension of time for execution of the works granted by the Engineer-in-Charge shall affect or prejudice the rights of the owner against the contractor or relieve the contractor of his obligations for the due performance of the contract, or be interpreted as approval of the works done or of the equipment furnished and no certificate shall create liability for the owner to pay for alterations, amendments, variations or additional works not ordered, in writing, by the engineer or discharge the liability of the contractor for the payment of damages whether due, ascertained, or certified or not, or any sum against the payment of which he is bound to indemnify the owner, nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect of prejudice the rights of the contractor against the owner.

## 23 GRAFTS AND COMMISSIONS ETC.

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent, officers, director, employee or servant or any one of his or their behalf in relation to the obtaining or to the execution of this or any other contract with the owner, shall, in addition to any criminal liability which it may incur, subject the contractor to the cancellation of this and all other contracts and also to payment of any loss or damage to the owner resulting from any cancellation. The owner shall then be entitled to deduct the amount so payable from any moneys otherwise due to the contractor under the contract.

## 24 LANGUAGE AND MEASURES

All documents pertaining to the contract including specifications, schedules notices, correspondence, operating and maintenance instructions, drawings or any other writing shall be written in English language. The metric system of measurement shall be used exclusively in the contract.

## 25 RELEASE OF INFORMATION

The contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium photographs or other reproduction of the works under this contract, or descriptions of the site, dimensions, quantity, quality or other information, concerning the works unless prior written permission has been obtained from the owner.

## 26 CONSTRUCTION OF THE CONTRACT

a. In case, Owner hands over his equipment to the Contractor for executing, then the Contractor shall at the time of taking delivery of the equipment/ despatch documents be required to execute an indemnity bond in favour of the Owner in the form acceptable to the Owner for keeping the equipment in safe custody and to utilise the same exclusively for the purpose of the said contract.

b. The contract shall in all respects be construed and governed according to Indian

Laws.

c. It is clearly understood that the total consideration for the contract (s) has been broken up into various components only for the convenience of payment of advance under the contract (s) and for the measurement of deviations or modifications under the contract (s).

## 27 COMPLETION OF CONTRACT

Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the successful completion of the guarantee / Defect Liability period as provided for under the clause entitled 'Guarantee' in this section.

## 28 ENFORCEMENT OF TERMS

The failure of either party to enforce at any time of the provisions of this contract or any rights in respect thereto or to exercise any option herein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

## 29 ENGINEER-IN-CHARGE'S DECISION

a. In respect of all matters which are left to the decision of the Engineer-in-Charge including the granting or withholding of the certificates, the Engineer-in-Charge shall, if required to do so by the contractor give in writing a decision thereon.

b. If in the opinion of the contractor, a decision made by the Engineer-in-Charge is not in accordance with the meaning and intent of the contract, the contractor may file with the engineer within fifteen (15) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as acceptance of the Engineer-in-Charge's decision and the decision shall become final and binding.

c. The Engineer-in-Charge's decision and the filing of the written objection thereto shall be a condition precedent to the right to any legal proceedings. It is the intent of the agreement that there shall be no delay in the execution of the works and the decision of the Engineer-in-Charge as rendered shall be promptly observed.

## 30 CO-OPERATION WITH OTHER CONTRACTORS AND CONSULTING ENGINEERS

The contractor shall agree to co-operate with the owner's other contractors and consulting engineers and freely exchange with them such technical information as is necessary to obtain the most efficient and economical design and to avoid unnecessary duplication of efforts. **The Engineer-in-Charge shall be provided with three copies of all correspondence addressed by the contractor to other sub-contractors and consulting engineers in respect of such exchange of technical information.**

## 31 TRAINING OF OWNER'S PERSONNEL

a. The contractor shall undertake to train, engineering personnel selected and sent by the owner at the works of the contractor unless otherwise specified in the technical specifications. The period and the nature of training for the individual personnel shall be agreed upon mutually between the contractor and the owner. These engineering personnel shall be given special training in the shops, where the equipment will be manufactured and/or their collaborator's works and where possible, in any other plant where equipment manufactured by the contractor or his collaborator is under installation or test, to enable those personnel to become familiar with the equipment being furnished by the contractor.

b. All traveling and living expenses for the engineering personnel to be trained during the total period of training will be borne by the owner. These engineering personnel while undergoing training shall be responsible to the contractor for discipline.

c. In the event of the owner, for any reason, failing to avail of the training facilities, he shall not be entitled for any rebate whatsoever on this account.

## 32 POWER TO VARY OR OMIT WORK

a. No alterations, amendments, omissions, suspensions or variations of the works (hereinafter referred to as 'Variation') under the contract as detailed in the contract documents, shall be made by the contractor except as directed in writing by the Engineer-in-Charge, but the Engineer-in-Charge shall have power subject to the provision hereinafter contained from time to time during the execution of the contract, by notice in writing, to instruct the contractor to make such variation without prejudice to the contract. The contractor shall carry out such variation and be bound by the same conditions as far as applicable as though the said variation occurred in the contract documents. If any suggested variation would, in the opinion of the contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the contract, he shall notify the Engineer-in-Charge thereof in writing and the engineer shall decide forthwith, whether or not the same shall be carried out and if the Engineer-in-Charge confirm his instructions, contractor's obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the contract price as the case may be.

b. In the event of the Engineer-in-Charge requiring any variation, such reasonable and proper notice shall be given to the contractor to enable him to work his arrangements accordingly, and in cases where goods or materials are already prepared or any design, drawings of pattern made or work done requires to be altered, a reasonable and agreed sum in respect there of shall be paid to the contractor.

c. In any case in which the contractor has received instructions from the Engineer-in-Charge as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the contractor, involve a claim for additional payments, the contractor shall immediately and in no case later than thirty (30) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the Engineer-in-Charge to that effect. But the Engineer-in-Charge shall not become liable for the payment of any charges in respect of any such variations, unless the instructions for the performance of the same shall be confirmed in writing by the Engineer-in-Charge.

d. If any variation in the works, results in reduction of contract price, the parties shall, agree, in writing, so to the extent of any change in the price, before in contractor proceeds with the change.

e. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Engineer-in-Charge shall prevail.

f. Notwithstanding anything stated above in this clause, the Engineer-in-Charge shall have the full power to instruct the contractor, in writing, during the execution of the contract, to vary to quantities of the items or groups of items. The contractor shall carry out such variations and be bound by the same conditions, as though the said variations occurred in the contract documents. However, the contract price shall be adjusted at the rates and the prices provided for the original quantities in the contract.

NOTE:

~~a. DELETED~~

~~b. DELETED~~

c. The financial impact shall be certified by the EIC in consultation with CMPDIL /

Subsidiaries.

d. In case there is any type of work which is not defined in the Scope of Work of tender document but however is necessary for completion of the tendered work then the same may be taken up as per Rule 194(i) of GFR by DoE i.e. single source selection

## 33 GUARANTEE/ DEFECT LIABILITY

33.1 The contractor shall warrant the complete plant including all Civil & Structural part and all equipments in accordance with the contract documents and which shall be free from defects in material, design, manufacture and workmanship for a period of sixty (60) calendar months commencing immediately upon the satisfactory completion of the Performance Guarantee (PG) Test. The contractor's liability shall be limited to the replacement / repair of any portion of the plant, under normal use and / or from faulty design, manufacture, materials, and/or workmanship provided always that such defective parts/ equipment / portion of plant are repairable at the site/ replacing the equipment as a whole without hampering the operation of the plant. Such replaced defective parts/ old equipment shall be returned to the contractor unless otherwise arranged. No repairs or replacements shall be carried out by the engineer-in-charge of the employer during the 60 calendar months, as the plant is under the supervision of the contractor's supervisory engineers/staff.

33.2 The operation of the plant will be done departmentally by the respective subsidiary companies or by the EPC contractor, as per provisions of tender document. However, in both cases the successful EPC contractor shall be responsible for maintaining the plant during Defect Liability Period (DLP) including repair, replacement of the spare parts, components, equipment etc. at no extra cost other than quoted by the bidder.

Contractor is liable to all statutory and Insurance payments, etc. during DLP and Wages shall be payable to the works during DLP.

*[**Note for Subsidiary/Company, NOT TO BE PART OF THE TENDER DOCUMENT:***

1. *The responsibility for Security, cleaning etc. during DLP suitably defined by the subsidiary in the scope of work.*

2. *The DLP shall be normally 60 calendar months. DLP beyond 60 calendar months, if required may be kept in the NIT with the approval of CoFD of Subsidiary/CIL Company on case-to-case basis.]*

33.3 If the facilities or any part thereof cannot be used by reason of such defect and/or making good such defect, 60 calendar months (i.e. five years of Defect liability period (DLP) including maintenance of plant by contractor or five years of Operation & Maintenance of plant by contractor, as per the provisions of tender document) of any facilities or such part, as the case may be, then proportionate deduction shall be made for period during which the facilities or such part cannot be used by the employer because of aforesaid reasons.

This proportionate deduction to be derived from the Payment Schedule of the parts of Supply, Erection, Installation and O&M.

33.4 In case of failure of any equipment/system in during the initial period of 60 calendar months (i.e. five years of Defect liability period (DLP) including maintenance of plant by contractor or five years of DLP including Operation & Maintenance of plant by contractor, as per the provisions of tender document) the EPC contractor shall repair/replace the equipment/system etc. at his own cost.

The plant should be guaranteed for a minimum of 90% availability during defect liability period from the date of commissioning calculated on quarterly basis. (*This is NOT APPLICABLE for the infrastructure / buildings which are not output based plant like CHP, ETP, STP etc)*

The following formula may be adopted to calculate percentage availability: -

$$\frac{(\boldsymbol{Total\ shift\ hours - breakdown\ hours - maintenance\ hours - unutilized\ hours} *)}{(\boldsymbol{Total\ shift\ hours - maintenance\ hours})} \times \mathbf{100}$$

Total shift hours = 8 × No. of shifts operated in 3 or 12 months as elaborated (quarterly/annual basis) including those on scheduled holidays.

**In case there is less utilization / less operation of the plant during the availability period (Total shift hours-breakdown hours-maintenance hours) due to fault of the contractor, the less utilization shall be considered as the ‘unutilized hours’ and will be used to calculate the percentage availability as above.*

*In the case of CHP Contracts, maintenance hours is to be taken as average 03 (Three) hours per day.*

*[NOT TO BE PART OF THE TENDER DOCUMENT:*

*a. In case of other turnkey contracts the maintenance hours may be fixed as per requirement in the NIT/Tender document*

*b. In case the plant constitutes 02 streams or more and auxiliary systems /equipment, the percentage availability of the plant is to be assessed stream-wise/ auxillary system /equipment wise and penalty is to be deducted accordingly. At the time of preparation of NIT, the weightage of the individual stream to be allotted so as to assess the overall plant availability for each quarter as per indicated table below:*

| *Stream* | *Weightage (I)* | *Availability as per Formula (II)* | *Plant Availability (I*II)* |
|---|---|---|---|
| *Stream-wise/ auxillary system /equipment wise -1* | *a%* | *A* | *a% * A%* |
| *Stream-wise/ auxillary system /equipment wise -2* | *b%* | *B* | *b% * B%* |
| *Stream-wise/ auxillary system /equipment wise -3* | *c%* | *C* | *c% * C%* |
| *Stream-wise/ auxillary system /equipment wise -4* | *d%* | *D* | *d% * D%* |
| … | | | |
| … | | | |
| *TOTAL* | *100%* | | *Total*<br>*This shall be used to assess the overall plant availability for each quarter* |

*]*

In the event that equipment fails to achieve the availability herein provided, measured over each quarter, contractor shall be liable for and pay to the employer, as penalty, a sum equal to as indicated hereunder to be adjusted against running bill/performance guarantee:

a) 0.25% of contract price (excluding GST) of O&M portion only for reduction in every percentage or part thereof from guaranteed availability of 90%, calculated on quarterly basis.

b) In case the availability falls below 80%, 10% of contract price (excluding GST) of O&M portion only shall be deducted as penalty calculated on annual basis.

However, the total penalty on account of failure in guaranteed availability shall not exceed 10% of contract price (excluding GST). This will be in addition to Liquidated damages (LD) for delay in completion and failure in PG Test.

## 34 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS

a. If during the progress of the works the Engineer-in-Charge shall decide and inform in writing to the contractor, that the contractor has manufactured any plant or part of the plant unsound or imperfect or has furnished any plant inferior than the quality specified, the contractor on receiving details of such defects or deficiencies shall at his own expense within seven (7) days of his receiving the notice, or otherwise, within such time as may be reasonably necessary for making it good, proceed to alter, re-construct or remove such work and furnish fresh equipment upto the standards of the specifications. In case the contractor fails to do so, the Engineer-in-Charge may on giving the contractor seven (7) days' notice in writing of his intentions to do so, proceed to remove the portion of the works so complained of and, at the cost of the contractor, perform all such work or furnish all such equipment provided that nothing in this clause shall be deemed to deprive the owner of or affect any rights under the contract which the owner may otherwise have in respect of such defects and deficiencies.

b. The contractor's full and extreme liability under this clause shall be satisfied by the payments to the owner of the extra cost, of such replacement procured, including erection, as provided for in the contract, such extra cost being the ascertained difference between the price paid by the owner for such replacements and the contract price portion for such defective plant and repayments of any sum paid by the owner to the contractor in respect of such defective plant. Should the owner not so replace the defective plant, the contractor's extreme liability under this clause shall be limited to repayment of all sums paid by the owner under the contract for such defective plant.

[NOT TO BE PART OF THE TENDER DOCUMENT:

1. The list of mandatory availability (24x7) of some critical spares at site may also be incorporated in the Technical Document / Scope of Work of the NIT. These critical items are to be included in the Scope of the contractor with a guarantee period upto end of defect liability period. These critical spares are to be supplied by the contractor before the commissioning of the plant. These critical items are to be replenished (through repair / new purchase, as applicable) within a reasonable time at no extra cost during the execution of the contract, as

per direction of the EIC. These critical spares are to be kept in the custody of the owner.

2. The “critical items / spares” are those which are of high value / long lead time of delivery

3. The list of other spares may also be mentioned in the technical scope of the work / NIT OR mutually agreed between contractor and the EIC before commencement of Operation & Maintenance of the plant, for which contractor is required to maintain minimum inventory so as to not affect the Operation and Maintenance of the plant during the DLP.]

## 35 DEFENCE OF SUITS

If any action in court is brought against the owner or Engineer-in-Charge or an officer or agent of the owner for the failure or neglect on the part of the contractor to perform any acts, matters, covenants or things under the contract, or for damage or injury caused by the alleged omission or negligence on the part of the contractor, his agents, representatives or his sub-contractors, workmen, suppliers or employees, the contractor shall in all such cases indemnify and keep the owner, and the Engineer-in-Charge and/or his representative, harmless from all losses, damages, expenses or decrees arising of such action.

## 36 LIMITATIONS OF LIABILITIES

Except in cases of criminal negligence or willful misconduct,

i. Notwithstanding anything herein to the contrary, no party shall be liable for any indirect, special, punitive, consequential or exemplary damages, whether foreseeable or not, arising out of or in relation to this contract, loss of goodwill or profits, lost business however characterized, any/or from any other remote cause whatsoever.

ii. The contractor shall not be liable to the Owner for any losses, claims, damages, costs or expenses whatsoever arising out of or in connection with this contract in excess of the contract value of the work which caused such losses, claims, damages, costs or expenses.

iii. However, the limitation of liability of the contractor indicated above shall not apply to liquidated damages.

## 37 MARGINAL NOTES

The marginal notes to any clause of the contract shall not affect or control the construction of such clause.

## 38 TAXES, PERMITS & LICENCES

38.1 The contractor shall be liable and pay all - Indian taxes, (other than GST) duties, levies, royalties, whether local, municipal, provincial or central lawfully assessed against the owner or the contractor in pursuance of the contract. In addition, the contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the contractor for his personal income and property only. This clause shall be read in conjunction with relevant clause of Instruction to Bidders.

The contractor, along with his bills, shall submit proper documents in the name of the Company to enable the Company Claim Input Tax Credit under the applicable laws. The invoice shall be in compliance with the relevant rules.

CIL/ Subsidiary is entitled to avail Input Tax Credit on account of: CGST, SGST/UTGST, IGST and GST Compensation Cess, as applicable for indigenous product/imported products. Hence set off allowed against CGST, SGST/UTGST, IGST and GST Compensation Cess as per relevant rules/act. Contractor shall submit relevant document as desired by CIL/ Subsidiary at the time of supply, along with the bills/invoice as per relevant rules for enabling CIL/ Subsidiary to claim Input tax credit benefit.

38.2 The Company shall deduct Income Tax as per prevalent rate from time to time from the gross amount (excluding GST) of the bill payable to the contractor; at present the rate of deduction is 1% for individual/proprietorship firm and 2% for others. However, if the contractor produces a certificate from the Income Tax authorities for no deduction of tax/deduction of tax at reduced rate, the same shall be complied with by the Company.

38.3 An amount of 1% of the work value payable to the contractor will be deducted from all bills for all civil & Structural works only towards the workers welfare under “The Building and Other Construction Workers’ Welfare Cess Act, 1996” and “The Building and Other Construction Workers’ Welfare Cess Rule, 1998, if applicable.

***[Note for Subsidiary Company:*** *To be decided by the subsidiary company while framing the NIT regarding the applicability for inclusion of above clause in NIT****].***

## 39 PROGRESS REPORTS AND PHOTOGRAPHS

During the various stages of the works in the pursuance of the contract, the contractor shall at his own cost submit periodic progress reports as may be reasonably required by the engineer with such materials as charts, net-works, photographs, test certificates, etc. such progress report shall be in the form and size as may be required by the Engineer-in-Charge and shall be submitted in at least three (3) copies.

## 40 LONG TERM AVAILABILITY OF SPARES

40.1 The contractor shall guarantee the long-term availability of spares to the owner for the full life of the equipments covered under the contract. The contractor shall guarantee that before going out of production of spare parts of the equipment covered under the contract, he shall give the owner at least twelve (12) months advance notice so that the latter may order his bulk requirement of spares, if he so desires. The same provision will also be applicable to sub-contractor. Further, in case of discontinuance of manufacture of any spares by the contractor or his sub-contractors the contractor will provide the owner two years in advance, with full manufacturing drawings, material specifications and technical information required by the owner for the purpose of manufacture of such items.

40.2 Further, in case of discontinuance of supply of spares by the contractor or his sub-contractors the contractor will provide the owner with full information for replacement of such spares with other equivalent makes, if so required by the owner.

40.3 The contractor shall provide the owner with a "directory" of his sub-contractors giving the addresses and other particulars of his sub-contractors. The owner, if he so desires, shall have the right to procure the spares directly from sub-contractors.

40.4 Notwithstanding anything stated elsewhere in the bid documents, the prices of all spares which may be procured to cover long term requirements beyond the Sixty (60) calendar months, will be generally in accordance with the mutually agreed prices.

40.5 The contractor will indicate in advance the delivery period of the items of spares, which the owner may procure in accordance with the sub-clause 40.4. In case of emergency requirements of spares, the contractor would make every effort to expedite the manufacture and delivery of such spares on the basis of mutually agreed time schedule.

40.6 The procedure specified in clause 40.4 and 40.5 shall apply for future procurement of items included in stand by spare list, mandatory spares lists, optional spares list and special tools, plants and equipment list, if any, specified in the bid documents.

40.7 The Contractor shall indemnify the owner for the availability of long-time spares as per the terms and conditions laid down above in clause 40.1 to clause 40.6.

40.8 ~~DELETED.~~

## 41 PAYMENT

41.1 The payment to the contractor for the performance of the works under the contract will be made by the owner as per the guidelines and conditions specified herein. All payment made during the contract shall be on account payments only. The final payment will be made on completion of all the works and on fulfillment by the contractor of all his liabilities under the contract. The payment to the contractor will be made through Electronics Mode.

41.2 **Currency of Payment:** All payments under the contract shall be in Indian Rupees only.

41.3 **Due Dates for Payment:** Owner will make progressive payment as and when the payment is due as per the terms of payment set forth in the accompanying technical specifications. Payment will become due and payable by the owner within thirty (30) days from the date of receipt of contractor's bill/invoice/debit note by the owner, provided the documents submitted are complete in all respects.

4.1 **Payment Schedule:** As far as possible, the payment schedule shall be indicated in the NIT. In case it is not possible, the contractor shall prepare and submit to the Engineer-in-Charge for approval, a break-up of the contract price. This contract price break-up shall be interlinked with the agreed detailed PERT network of the contractor setting forth his starting and completion dates for the various key phases of works prepared as per condition of this section. While preparing the PERT network, the supply of P&M Equipment shall be linked to construction of respective Civil and Structural Works. Any payment under the contract shall be made only after the contractor's price break-up is approved. The aggregate sum of the contractor's price break-up shall be equal to the lump sum contract price.

For the Civil & Structural works, the payment schedule may be mutually agreed on the stage wise progress (*sub-divided into percentage progress of each stage*) of the work interlinked with the mutually agreed PERT.

NOTE: The Payment Schedule shall require the competent approval of Tender Accepting Authority limited to concerned Director of Subsidiary / CIL.

41.4 **Interim Payments:**

41.4.1 The contractor shall submit running bill for the payment in the prescribed proforma of the owner to be supplied in due course at the time of payment.

41.4.2 Each such running bill shall state the amount claimed and shall set forth in detail, in the order of the payment schedule, particulars of the works including the works executed at site and of the equipment shipped/brought on to the site pursuant to the contract up to the date mentioned in the bill and for the period covered since the last preceding certificate, if any.

41.4.3 Every interim payment claim shall indicate the contract value of the works executed up to the date mentioned in the running bill, provided that no sum shall be included in any running bill in respect of the works that, according to the decision of the engineer, does not comply with the contract, or has been performed, at the date of certificate prematurely.

41.5 **TERMS OF PAYMENTS**

41.5.1 Payment: Since the total job is on turn-key basis, any payment to the Contractor before the final payment shall be treated as interim payment towards the total contract value.

The Contractor may at intervals of not less than one month submit claims/ bills for payment on account of work done after proper scrutiny and certification of the same by the SQC Consultant (if applicable) and Employer. The progressive payment shall be made in respect of the following:

a) Design engineering;

b) Civil construction including foundation and buildings;

c) Structural fabrication and erection;

d) Supply of equipment;

e) Machinery Erection;

f) Trial Run and commissioning

All such payments shall be made by the Employer online within 28 working days from the date of the submission of claims/bills. Payment will also be governed by Clauses of 4.0 of General Terms & Conditions of Contract. Any sum due from the Contractor shall be deducted from the first or next subsequent on account of payments as the case may be, in general the following procedure of payment shall be followed:

41.6.1.1 Design Engineering.

a) 95% payment on completion of approval of system, mechanical, electrical, civil, structural design, drawings etc. as per contract on pro-rata basis.

~~b) DELETED.~~

c) 5% on issue of final acceptance certificate of the works after performance and guarantee test as per General Technical Conditions.

41.6.1.2 Civil/Structural Works:

a) 100% payment on progress of work completed, duly measured and certified by the engineer.

~~b) DELETED.~~

41.6.1.3 Supply of Equipment:

a) 90% payment on receipt of the equipment conforming to stipulated specifications and quality in good condition at site to be certified by the site engineer.

b) 5% on preliminary acceptance of the works after start-up and space operation as per General Technical Conditions.

c) 5% on issue of final acceptance certificate of the works after performance and guarantee test as per General Technical Conditions.

**Note:** The supply of equipment should be commensurate with mutually agreed BAR/PERT chart.

41.6.1.4 Machinery Erection:

a) 95% progress payment based on the installation and commissioning of plant and equipment duly certified by site engineer.

~~b) DELETED.~~

c) 5% on issue of final acceptance certificate of the works after performance and guarantee test as per General Technical Conditions.

**NOTE:- Retention money @5% of the billed amount( excluding GST) shall be deducted from each bill towards security deposit as per provision of the contract agreement.**

41.6.1.5 Final Bill: As soon as possible after completion of the works to the satisfaction of the Employer the Contractor shall forward a certified final bill. It shall be accompanied by all relevant vouchers, such as royalty clearance certificate (if any) from appropriate authorities, submission of copies of working drawings, technical documents as required documents showing therein all additions and alternations etc. in the process of execution, completion certificate for embedded and covered up works, plant handing over certificate etc. as applicable. The Contractor shall be paid full and final payment only after deduction of amounts paid against on account bill and any other amount due etc. payable by Contractor.

In cases where the Preliminary Acceptance Test (start-up & trial operation) and Final Acceptance Test (Performance Guarantee Test) is not completed for reasons not attributable to the contractor, the payment which is to be released after Preliminary Acceptance & Final Acceptance certificate will be released against equivalent amount of Bank Guarantee with validity upto actual completion (Initial BG validity should for 1(one) year and to be extended till actual completion of respective tests.

The following certificate is also required to be submitted by the contractor along with the final bill:

a) Certificate for Price Variation "*It is certified that there has been no decrease in the price of price variation indices and, in the event of any decrease of such indices during the currency of this contract, we shall promptly notify this to the purchaser and offer the requisite reduction in the contract rate*."

41.6.1.6 **Operation (if applicable) & Maintenance Bill Payment**: The cost for the **Operation (if applicable) & Maintenance** period shall be _____ % of the quoted value by the bidder corresponding to the construction part i.e. till commissioning and shall be divided into equal parts of defect liability period as mentioned in the NIT. The contractor shall raise monthly bill for payment for each part in the first week of next month. Payment will become due and payable by the owner within 21 days from the receipt of contractor's bill /invoice /debit note by the owner after adjustment of dues, if any, provided the documents submitted are compete in all respect.

[***Note for CIL / Subsidiary Company:*** *The* % of the quoted value by the bidder corresponding to the construction part i.e. till commissioning *for payment during DLP period shall be decided by subsidiary company at the time of preparation of standard NIT.*]

## 42. SETTLEMENT OF DISPUTES

1. Normally, there should not be any scope for dispute between the buyer / Company and seller / contractor after entering a mutually agreed valid contract. However, due to various unforeseen reasons, problems may arise during the contract, leading to a dispute between the buyer / Company and the seller / contractor. Therefore, the conditions governing the contract should contain suitable provisions for the settlement of such disputes or differences binding on both parties.

2. All disputes and differences between the parties, as to the construction or operation of the contract, or the respective rights and liabilities of the parties on any matter in question or any other account whatsoever, but excluding the Excepted Matters (detailed below); arising out of or in connection with the contract,

within thirty (30) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the Engineer-in-charge and the contractor within thirty (30) days from one party notifying the other of such matters, whether before or after the completion or termination of the contracts, shall be referred to as a “Dispute”.

3. The aggrieved party shall give a ‘Notice of Dispute’ indicating the Dispute and claims, citing relevant contractual clauses to the Engineer-in-charge, and requesting to invoke the dispute resolution mechanisms as available in the contract.

Excepted Matters

Matters for which provision has been made in any clause of the contract shall be deemed as ‘excepted matters’ (matters not disputable), and decisions of the Company, thereon, shall be final and binding on the contractor. The ‘excepted matters’ shall stand expressly excluded from the purview of the Dispute Resolution Mechanism. However, where the Procuring Entity has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the contract, excepted matters shall include but not limited to:

1. Any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract (“Third Party Claim”), including, but not limited to, a Party’s right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.

2. Issues related to the pre-award tender process or conditions.

3. Issues related to ambiguity in contract terms shall not be taken up after a contract has been signed. All such issues should be highlighted before the contractor signs the contract.

4. Issues related to contractual action/ termination of contract etc., by the Company on account of fraud, corruption, debarment of contractors, criminal or wilful negligence of the contractor etc.

5. Issues that are already under investigation by CBI, Vigilance, or any other investigating agency or government.

6. Provisions incorporated in the contract, which are beyond the purview of the Company or are in pursuance of policies of Government, including but not limited to

a) Provisions of restrictions regarding local content and Purchase Preference to Local suppliers in terms of the Make in India policy of the Government.

b) Provisions regarding restrictions on Entities from Countries having land-borders with India in terms of the Government’s policies in this regard.

c) Purchase preference policies regarding MSEs and Start-ups

SETTLEMENT OF DISPUTES WITH THE CONTRACTOR

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

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

The dispute is to be resolved as per following stages:

In first stage dispute shall be referred as given below:

| Scenario | The dispute shall be referred to: |
|---|---|
| For works executed at Area / sub-area / project level where Area GM is not Engineer-in-charge (EIC) and EIC is under the administrative control of Area GM: | Area GM |
| For works executed at Area / sub-area / project level and Area GM is Engineer-in-charge: | HOD(concerned department), Subsidiary HQ |
| For works executed at / through HQ level where HOD(concerned department) is not Engineer-in-charge (EIC) and EIC is under the administrative control of HOD | HOD (concerned department), Subsidiary HQ / CIL, as the case may be. |
| For works executed at / through HQ level and HOD(concerned department) is Engineer-in-charge | Serving officer not below the rank of HOD / E8, nominated by concerned Director. |

If dispute still persist even after 60 days of receipt of representation to Engineer-in-charge, then the Dispute shall be attempted to be resolved, as far as feasible, before recourse to courts, in the sequence as mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein:

a) Adjudication

b) Mediation

NOTE: While processing a case for dispute resolution/ litigation, the Company may take legal advice at appropriate stages.

Adjudication

1. After exhausting efforts to resolve the Dispute in the first stage as mentioned above, the contractor shall give a ‘Notice of Adjudication’ specifying the matters which are in question or subject of the dispute or difference indicating the relevant contractual clause(s), as also the amount of claim (item-wise) to the concerned Director, Subsidiary / CIL for invoking resolution of the dispute through Adjudication.

2. Concerned Director Subsidiary / CIL can himself be the Adjudicator or can nominate an Adjudicator (a serving officer of Subsidiary / CIL not below the rank of HOD / E8, as the case may be).

NOT TO BE PART OF TENDER DOCUMENT: The Adjudicator is to be appointed preferably within one week of receipt of representation by the contractor for invoking resolution of the dispute through Adjudication.

3. During his adjudication, the Adjudicator shall give the contractor an adequate opportunity to present his case. Within 60 days after receiving the representation, the Adjudicator shall make and notify decisions in writing on all matters referred to him. The parties shall not initiate, during the adjudication proceedings, any conciliation, arbitral (if available in the existing contracts) or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings.

NOTE: If differences still persist, the settlement of the dispute or differences relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprise (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Department), shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 05/003/2019-FTS-10937 dated 14th December 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

For other contracts, if not satisfied by the decision in adjudication, or if the adjudicator fails to notify his decision within the above-mentioned time-frame, the contractor may proceed to invoke the process of Mediation as follows.

Mediation

(i) Any party may invoke Mediation by submitting “Notice of Mediation” to the CMD of concerned Subsidiary / CIL. A neutral third party, known as the Mediator, facilitates the mediation process.

NOT TO BE PART OF TENDER DOCUMENT: If the other party is not agreeable to Mediation, the aggrieved party may invoke Arbitration, if available in the existing contracts.

However, even in the case of existing contracts where there is provision of Arbitration, following advisory is being issued:

a. The Settlement of dispute through Arbitration may be avoided as far as possible.

a. Even if it is resorted to then it may be restricted to disputes with a value less than Rs. 10 crore. This figure is with reference to the value of the dispute (not the value of the contract, which may be much higher)

(ii) The Mediation Act and a Mediation Agreement: The Mediation shall be conducted as per The Mediation Act 2023.

(iii) Guidelines for Mediation: Department of Expenditure, Ministry of Finance has issued guideline on Mediation. Government departments/ entities/ agencies are encouraged to adopt mediation under the Mediation Act 2023 and/ or negotiate amicable settlements to resolve disputes. Where necessary, e.g. matters of high value, they may proceed in the manner discussed below:

1. Company, may where they consider appropriate, e.g. in high-value matters (where amount of dispute / claim value is more than the DoP of concerned Director), constitute a High-Level Committee (HLC) (minimum 03 members) for dispute resolution, which may include the following (this composition is purely indicative and not prescriptive):

i. A retired judge.

ii. A retired high-ranking officer and/ or technical expert.

2. In cases where a HLC is constituted, the Company may either

i. negotiate directly with the other party and place a tentative proposed solution before the HLC or

ii. conduct mediation through a mediator and then place the tentative mediated agreement before the HLC or

iii. use the HLC itself as the mediator.

3. This will enable decisions taken for resolving disputes in appropriate matters to be scrutinized by a high-ranking body at arms-length from the regular decision-making structure, thereby promoting fair and sound decisions in the public interest, with probity.

4. There may be rare situations in long-duration works contracts where a renegotiation of the terms may best serve public interest due to unforeseen major events. In such circumstances, the terms of the tentative re-negotiated contract may be placed before a suitably constituted High-Level Committee before approval by the competent authority.

NOT TO BE PART OF TENDER DOCUMENT: Competent authority for such approval shall be one level above the Tender Accepting Authority limited to Board of Directors of concerned subsidiary / CIL.

5. Mediation agreements need not be routinely or automatically included in procurement contracts/ tenders. The absence of a mediation agreement in the contract does not preclude pre-litigation mediation. Such a clause may be incorporated where it is consciously decided to do so. (NOT TO BE PART OF TENDER DOCUMENT)

6. Disputes where the methods outlined above are unsuccessful should be adjudicated by the courts.

(iv) Appointment of Mediator(s):

1. Mediators can be of any nationality and must be registered with the Mediation Council of India (MCI) or empanelled by a court-annexed mediation centre or empanelled by an Authority constituted under the Legal Services Authorities Act, 1987 or empanelled by a mediation service provider (MSP) recognised by MCI.

2. Within 30 days of receipt of the “Notice of Mediation”, the CMD of subsidiary / CIL after consultation with concerned Legal department shall propose names of three likely mediators from its panel, asking the other party to choose one as Mediator. The mutually accepted mediator shall then be appointed to conduct mediation.

3. If parties do not agree on the mediator, they can approach a mediation service provider ("MSP", recognised by MCI), who shall appoint a mediator based on the suitability and preferences of the parties within 7 days.

4. In contracts having an Integrity Pact, Independent External Monitors (IEMs) can be appointed as mediators, as per the Standard Operating Procedure (SOP) issued by the Central Vigilance Commission (CVC).

5. After a mediator is appointed, they must disclose any conflict of interest. Either party can seek a replacement of the Mediator after such disclosure.

(v) Venue: Mediation must be conducted within the territorial jurisdiction of the Court, which has jurisdiction to decide the dispute unless both parties agree to do it online or at the HQ of the subsidiary / CIL where the contract has been executed.

Online Mediation: The Act allows parties to opt for online/ virtual Mediation, which shall be deemed to occur within the jurisdiction of a competent court. The Act also requires online mediation communication mechanisms to ensure confidentiality.

(vi) The Process:

1. The Mediator independently and impartially encourages open communication and cooperation between disputing parties to reach an amicable settlement, but he does not have the authority to impose a settlement upon the parties to the dispute. The parties shall be informed expressly by the mediator that he only facilitates in arriving at a resolution of the dispute and that he shall not impose any settlement nor give any assurance that the mediation may result in a settlement.

2. Unlike court proceedings, Mediation is informal and flexible and allows for creative problem-solving and exploration of various solutions. The Code of Civil Procedure or the Indian Evidence Act, 1872 shall not be binding on the mediator.

3. Confidentiality: Subject to the other provisions of the Mediation Act 2023, the mediator, mediation service provider, the parties and participants in the mediation shall keep confidential all the following matters relating to the mediation proceedings, namely:—

i. acknowledgements, opinions, suggestions, promises, proposals, apologies and admissions made during the mediation;

ii. acceptance of, or willingness to, accept proposals made or exchanged in the mediation;

iii. documents prepared solely for the conduct of mediation or in relation thereto;

iv. any other mediation communication.

v. No audio or video recording of the mediation proceedings shall be made or maintained by the parties or the participants, including the mediator and mediation service provider, whether conducted in person or online, to ensure the confidentiality of the mediation proceedings.

4. The mediator initially meets the parties separately and communicates the view of each party to the other to the extent agreed upon by them. He assists them in identifying issues, advancing better understanding, clarifying priorities, and exploring areas of the parties' responsibility, identifying common interests, and encouraging compromise. He then meets them jointly to encourage a mutually acceptable resolution. At any stage of the mediation proceedings, at the parties' request, the mediator may suggest a dispute settlement in writing.

(vii)Termination of Mediation: The process must be completed within 120 days, though parties can extend it by another 60 days through mutual consent. If

Mediation is not completed within this timeline (120+60 days), the Mediator shall prepare a non-settlement report without disclosing the cause of non-settlement or any other matter or thing referring to their conduct during mediation for the parties or the MSP. Mediation shall also stand terminated on a declaration of the mediator, after consultation with the parties or otherwise, that further efforts at mediation are no longer justified or on communication by party(ies) in writing, addressed to the mediator and the other parties that they wish to opt out of mediation.

(viii) Mediated Settlement Agreement (MSA):

As per Section 49 of Mediation Act, Notwithstanding anything contained in this Act, no dispute including a commercial dispute, wherein the Central Government or State Government or any of its agencies, public bodies, corporations and local bodies including entities controlled or owned by them is a party, the settlement agreement arrived at shall be signed only after obtaining the prior written consent of the competent authority of such Government or any of its entity or agencies, public bodies, corporations and local bodies, as the case may be.

NOT TO BE PART OF TENDER DOCUMENT: Competent authority for such consent shall be Tender Accepting Authority limited to CoFDs of concerned subsidiary / CIL.

If the parties resolve the dispute and execute a mediated settlement agreement (“MSA”), then the Mediation is successful. An MSA is a written agreement settling some or all disputes and may extend beyond the disputes referred to mediation. It must be valid under the Indian Contract Act, signed by both parties and duly authenticated by the Mediator for the parties or the MSP. The Act provides options for MSA registration. During the pendency of proceedings, parties can also execute other agreements, settling some of the subject- matter disputes.

5. Challenge to MSA: MSA can be challenged within 90 days on limited grounds of (a) fraud, (b) corruption, (c) impersonation, and (d) subject matter being unfit for Mediation.

6. Execution of MSA: If there is no challenge or a challenge is unsuccessful, the Act ensures that the MSA is binding and enforceable, akin to a judgment or decree. This means that if one party fails to comply with the MSA, the non-defaulting party has a right to enforce it through the Court.

7. Costs: The parties shall equally bear all costs of mediation, including the fees of the mediator and the charges of the mediation service provider.

8. No claim of Interest during Mediation proceedings: Parties shall not claim any interest on claims/counter-claims from the date of notice invoking Mediation till the execution of the settlement agreement if so arrived. If parties cannot resolve the dispute, either party shall claim no interest from the date of notice invoking Mediation until the date of Termination of Mediation Proceedings.

9. The parties shall not initiate, during the mediation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the mediation proceedings.

42 **GST On Works Contracts –**

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

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

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

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

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.

**Note:** During the execution of the contract if the GST status of the Bidder changes, then the payment of GST, if any, to the Contractor will be made as per the GST status declared by the Bidder during tender stage based on which cost to Company has been ascertained or at actuals, whichever is lower.

43 **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.

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

## SECTION 6.2 – ADDITIONAL TERMS & CONDITIONS OF CONTRACTS

The following additional terms & conditions are also acceptable to the company. The tenderers are requested not to quote any additional conditions in their tender.

### 1. MOBILISATION ADVANCE:

i) In the case of works whose estimated value is more than Rs.100.00 Crores, a maximum of 10% of the total contract value of work will be paid as mobilization advance subject to submission of Bank Guarantee for 110% advance amount.

ii) Mobilization Advance against survey, soil investigation, design & engineering will be paid in two equal instalments - one after signing of the agreement and the second after the system design drawings have been completed and detailed design work is to be taken up by the contractor.

iii) Mobilization Advance against supply of equipments shall be released only after the contractor has finalized their venders/suppliers for the specific equipment and the amount of advance shall be proportionate to the value of equipment for which venders/suppliers have been finalized vis-à-vis the total value of equipments offered in the contract limited to 10% of the contract value corresponding to Supply portion.

iv) Mobilisation Advance against works contract for site activities shall be paid in two equal installments. First installment shall be paid after the contractor has opened their site office and having finalised their subcontractors. The second installment shall be paid for taking procurement action of construction materials like reinforcing steel and structural steel by the contractor.

v) The mobilisation advance shall be recovered from the bills of the contractor from the second running on account bills onward @ 20% of the advance amount paid. However, the full amount of mobilization advance will be recovered maximum within scheduled date of completion as per agreement excluding Defect Liability period.

Though the ‘Mobilisation Advance’ shall be given interest free but the interest shall be charged as per the rate of CIL’s borrowing rate under cash credit arrangement as varying from time to time to be compounded quarterly, on delayed recoveries either due to the late submission of bill by the Contractor or any other reason attributable to the Contractor besides the reason giving rise to encashment of BG as stated in the Clause for ‘Mobilisation Advance’ elsewhere.

In addition to the above, interest will be charged as per aforesaid rate on Mobilisation Advance in case the contract is terminated due to default of the Contractor.

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 Nationalised Bank /Scheduled Bank.

vii) Part Bank Guarantee" (BGs) against the Mobilization Advance shall be taken in as many numbers as the proposed recovery instalments and shall be equivalent to 110% of the amount of each instalment.

viii) In case of "Machinery and Equipment advance", insurance and hypothecation to the employer shall be ensured.

ix) Mobilization advance will be given in instalments and subsequent instalments will be released after getting satisfactory utilization Certificate from the contractor for the earlier instalments.

## 2. PRICE VARIATION CLAUSE:

2.1. The contract price shall remain firm without any price variation due to escalation for the portions of survey, geo-engineering investigations, design and engineering and supply of equipments, plant and machineries as envisaged in the scope of work and the price agreed thereon as per the contract except the statutory increase/decrease in taxes and duties.

2.2. The Price Variation shall not be applicable in the contracts where contract period is eighteen months or less

2.3. If the contract is to be extended beyond the stipulated period for completion of the work due to fault on the part of the contractor escalation on prices should not be allowed further if not provided otherwise in the accepted contract.

For the portions of civil and structural works, Machinery Erection works of the plant & machineries and Operation & Maintenance / only Maintenance, as applicable, of the Plant, the price variation due to escalation shall be allowed to the extent as detailed hereinafter:

2.2.1 If the prices of materials (not being materials supplied at fixed issue rates by the company) and wages of labour, required for execution of the work, increase, the contractor shall be compensated for such increase as per provisions detailed below:

a. The amount of the contract shall accordingly be varied, subject to the condition that such compensation for variation in prices shall be available only for the work done during the stipulated period of the contract as per the work programme agreed including such period for which the contract is validly extended under the provisions of the contract without any penal action.

b. The base date for working out such price variation shall be as on the last date of submission of bid (inclusive of price part) or the revised price bid (inclusive of revised offer if any), whichever is later.

c. The compensation of Price variation 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 shall be made at the end of three months after the month (Excluding) in which the tender was accepted and thereafter at three months' interval.

2.2.1.1 **Price Variation 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:

$$\boldsymbol{V_L = W \times \frac{A}{100} \times \left(\frac{L_1 - L_0}{L_0}\right)}$$

Where:

$V_L$ = 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 price variation relates as indicated in clause no. 2.3 of the 'Additional Terms & Conditions Of Contract'.

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

$L_0$ = Minimum wages for unskilled workers payable as per the Minimum Wages Act of Central or state govt. (whichever is higher) or HPC wages of CIL as applicable and mentioned in NIT, applicable to the place of work as on the last date of bid submission includes any revision.

$L_1$ = Revised minimum wages of unskilled workers corresponding to $L_0$ during the period to which the escalation relates.

2.2.1.2 **Price Variation on Materials: -** The amount to be paid to the contractor for the work done shall be adjusted for increase or decrease in the cost of materials and the cost shall be calculated quarterly in accordance with the following formula:

$$\boldsymbol{V_m = W \times \frac{B}{100} \times \left(\frac{M_1 - M_0}{M_0}\right)}$$

Where:

$V_m$ = Variation in material 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 price variation relates as indicated in clause no. 2.3 of the 'Additional Terms & Conditions Of Contract'.

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

$M_1$ = Average All India Wholesale Price Index for all commodities for the period to which price variation relates as published by the RBI Bulletin, Ministry of Industry & Commerce, Govt. Of India.

$M_0$ = All India Wholesale Price Index for all commodities as published by the RBI Bulletin, Ministry of Industry & Commerce, Govt. of India, as on last date of bid submission includes any revision.

2.2.1.3 **Price Variation on POL: -** The amount to be paid to the contractor for the work done shall be adjusted for increase or decrease in the cost of POL and the cost shall be calculated quarterly in accordance with the following formula:

$$V_f = W \times \frac{C}{100} \times \left(\frac{F_1 - F_0}{F_0}\right)$$

Where:

$V_f$ = Variation in the cost of fuel, oil & lubricants 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 price variation relates as indicated in clause no. 2.3 of the 'Additional Terms & Conditions Of Contract'.

C = Component of POL expressed as percentage of total value of work adopted from Table-1

$F_1$ = Average Index Number for Wholesale Price for the group of fuel, power, light and lubricants for the period to which price variation relates as published by RBI Bulletin, Ministry of Industry & Commerce.

$F_0$ = Index Number for Wholesale Price for the group of "Fuel, power, light and lubricants" as published by the RBI Bulletin, Ministry of Industry & Commerce, Govt. Of India as on last date of bid submission includes any revision~~.~~

**While Calculating The Value Of "W" The Following May Be Noted:** The cost on which the escalation/price variation shall 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 recovered in the particular bill, shall be deducted before the amount of compensation for escalation/price variation is worked out. Further the cost shall not include any work for which payment is made at prevailing market rates.

2.4. 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 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 hereinbefore stated under this clause shall mutatis /mutandis apply.

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.

The price variation clause as stated above will be applied for extended time frame of a contract by following the principles 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.

   However, after the successful commissioning of the plant, the Price Variation pertaining to Construction Part shall be paid accordingly, considering the point no. ii to iv below.

ii. If and when it is decided at the end of the successful completion of the work that the delay was due to causes not attributable to the contractor, then the Price Variation Clause will be revived and applied as if the scheduled date of completion has been shifted to the approved extended date.

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

iv. In some cases the total delay may be partially due to causes not attributable to the contractor and partially due to his fault. It may be difficult to exactly quantify the total delay proportionately in such cases. The Price Variation Clause under such condition will be made operative for the entire extended time period by freezing the relevant indices on the date of the scheduled date of completion as originally fixed in the contract/ agreement. At the same time the Clause related to the compensation for delay will also be applied.

**Table: - 1:** Value of A, B & C in the Price variation formula in the 'Additional Terms and Conditions of Contract:

| Sl. No. | Particulars | Labour Component (A) | Material Component (B) | POL Component (C) |
|---|---|---|---|---|

| | | | | |
|---|---|---|---|---|
| 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 structure works | 15 | 85 | NIL |
| 6. | For steel structural works with Department 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 underground civil works such as Incline Drivage, Shaft Sinking etc. | 35 | 65 | NIL |
| 9. | For Erection and Commissioning of P&M | 65 | 35 | NIL |
| 10. | For Operation & Maintenance / only maintenance, as applicable, of the Plant | It is to be defined on case to case basis and to be inserted during the approval of NIT | It is to be defined on case to case basis and to be inserted during the approval of NIT | It is to be defined on case to case basis and to be inserted during the approval of NIT |

**NOTE:** For specific works whose components are not mentioned above, the same are to be approved with the estimate to be inserted into tender document.

Also, for O&M period, the minimum requirement of Manpower shall be as below:

| Designation | Category<br>(Highly Skilled / Skilled / Semi Skilled / UN-skilled) | Number |
|---|---|---|
| .. | … | … |
| … | … | … |
| … | … | … |

2.5. **CEILING ON PRICE VARIATION DUE TO ESCALATION: -** There shall be a ceiling on price variation due to escalation covered under clauses mentioned hereinbefore on the contract, limited to 20% of portion of the civil and structural works and erection and commissioning works of the plant & machineries respectively.

However, there shall be no ceiling on the price variation due to escalation covered under Operation & Maintenance / only maintenance, as applicable, as mentioned hereinbefore in the contract.

3. **VARIATION IN THE TAXES, DUTIES, LEVIES ETC.: -** Other statutory variation due to increase in taxes, duties, levies etc. by Govt. (Central or State or Local) as on the last date of submission of bid, with the taxes, duties, levies etc. during the manufacture/works/ supply, as the case may be, shall be borne by the owner. Similarly decrease in taxes, duties, levies etc. shall be returned/deducted to/by the owner.

4. Denial Clause: If delay in works is attributable to the contractor, the procuring entity should protect itself against extra expenditure during the extended period by stipulating a denial clause (over and above levy of LD) in the letter informing the contractor of extension of time. In the denial clause (applicable for delays attributable to contractor), any increase in statutory duties and/ or upward rise in prices due to the PVC clause and/ or any adverse fluctuation are to be borne by the contractor during the extended delivery period, while the procuring entity reserves the right to get any benefit of a downward revisions in statutory duties, PVC, Thus, in cases of delays attributable to contractor, PVC, other variations clauses operate only during the original delivery period of the work.

## SECTION 6.3 – TECHNICAL DETAILS

### (TO BE CUSTOMIZED AS PER REQUIREMENT BY TECHNICAL/USER DEPARTMENT)

### 1. GENERAL

This part covers technical conditions pursuant to the contract and will form an integral part of the contract. The following provisions shall supplement all the detailed technical specifications and requirements brought out in the accompanying technical specifications. The contractor's proposal shall be based on the use of equipment and materials complying fully with the requirements, specified herein. It is recognised that the contractor may have standardised on the use of certain components, materials, processes or procedures different that those specified herein. Alternate proposals offering similar equipment based on the manufacturer's standard practice will also be considered provided such proposals meet the specified designs, standard and performance requirements and are acceptable to the owner.

### 2. LIMIT OF CONTRACT

Equipment furnished shall be complete in every respect with all mountings, fittings, fixtures and standard accessories normally provided with such equipment and/or needed for erection, completion and safe operation of the equipment as required by applicable codes though they may not have been specifically detailed in the technical specifications unless included in the list of exclusions. All similar standard components/parts of similar standard equipment provided, shall be inter-changeable with one another.

### 3. EQUIPMENT PERFORMANCE GUARANTEE

3.1 The performance tests of the equipment under the scope of the contract are detailed in the technical specifications. These guarantees shall supplement the general performance guarantee provisions covered under general terms & conditions of contract in clause entitled "Guarantee".

3.2 Liquidated damages for not meeting performance guarantee during the performance and guarantee tests shall be assessed and recovered from the contractor, as detailed in the General Technical Conditions. Such liquidated damages shall be without any limitation whatsoever and shall be in addition to damages, if any payable under any other clauses of conditions of contract.

### 4. ENGINEERING DATA

4.1 The furnishing of engineering data by the contractor shall be in accordance with the schedule for each set of equipment as specified in the technical specifications. The review of these data by the Engineer-in-Charge will cover only general conformance of the data to the specifications and documents, interfaces with the equipment provided under the specifications, external connections and of the dimensions which might affect plant layout. This review by the Engineer-in-Charge may not indicate a thorough review of all dimensions, quantities and details of the equipment, materials, any devices or items indicated or the accuracy of the information submitted. This review and/or approval by the Engineer-in-Charge shall not be construed by the contractor, as limiting any of his responsibilities and liabilities for mistakes and deviations from the requirements, specified under these specifications and documents.

4.2 All engineering data submitted by the contractor after final process including review and approval by the Engineer-in-Charge shall form part of the contract documents and the entire works covered under these specifications shall be performed in strict conformity, unless otherwise expressly requested by the Engineer-in-Charge in writing.

## 5. DRAWING

5.1 All drawings submitted by the contractor shall be sufficiently detailed to indicate the type, size, arrangement, weight of each component, break-up for packing and shipment, the external-connections, fixing arrangements required, the dimensions required for installation and inter-connections with other equipment and materials, clearances and spaces required between various portions of equipment and any other information specifically requested in the specifications.

5.2 Each drawing submitted by the contractor shall be clearly marked with the name of the owner, the unit designation, the specifications title, the specification number and the name of the project. If standard catalogue pages are submitted the applicable items shall be indicated therein. All titles, notings, markings and writings on the drawing shall be in English. All the dimensions should be in metric units.

5.3 The owner may use a digital document management system (DMS) / electronic document management system (EDMS) in processing drawings. All drawings shall be suitable for digital archiving, electronic review, and cloud-based collaboration. Drawings which are not suitable for microfilming will not be accepted. A copy of each drawings reviewed will be returned to the contractor as stipulated herein. The owner may also accept and use standard digital formats such as CAD (DWG/DXF), PDF, STAAD Pro and BIM models (e.g., IFC/Revit formats) for computer-based drawings.

Copies of drawings returned to the contractor will be in the form of a digitally marked-up PDF/print with the owner's comments, or electronically reviewed files through EDMS/DMS platforms or printouts generated from digitally approved drawings.

5.4 The drawings submitted by the contractor shall be reviewed by the Engineer-in-Charge after necessary scrutiny by the design Consultant as far as practicable within four (4) weeks and shall be modified by the contractor if any modifications and/or corrections are required by the Engineer-in-Charge. The contractor shall incorporate such modifications and/or corrections and submit the final drawings for approval. Any delay arising out of failure by the contractor to rectify the drawings in good time shall not alter the contract completion date and it will be on the Contractor’s account.

5.5 **Approval by the Engineer-in-Charge or his authorized representative:** The Contractor shall submit specifications and drawings showing the proposed Temporary Works to the Engineer-in-Charge or his authorized representative, who is to approve them if they comply with the specifications and drawings. The Contractor shall be responsible for design of Temporary Works.

The Engineer-in-Charge or his authorized representative’s approval shall not alter the contractor’s responsibility for design of the Temporary Works.

5.6 The drawings sent for approval to the Engineer-in-Charge shall be submitted in **digital form** through the approved document management system. One copy of such drawings will be returned to the contractor by the Engineer-in-Charge marked approved/approved with corrections. The contractor shall thereupon furnish the owner with **final approved drawings in editable digital format (CAD/BIM), along with PDF copies and one set of hard copies** incorporating all corrections.

In case, the online document management system is not in vogue, the drawings are to be submitted as per the directions of the EIC.

5.7 Further work by the contractor shall be in strict accordance with these drawings and no deviation shall be permitted without the written approval of the Engineer-in-Charge, if so required.

5.8 All manufacturing and fabrication work in connection with the equipment prior to the approval of the drawings shall be at the contractor's risk. The contractor may make any changes in the design which are necessary to make the equipment conform, to the provisions and intent of the contract and such changes will again be subject to approval by the Engineer-in-Charge. Approval of contractor's drawings or work by the Engineer-in-Charge shall not relieve the contractor of any of his responsibilities and liabilities under the contract.

5.9 Drawings shall include all installation and detailed piping drawings wherever applicable. All piping 100 mm and larger shall be routed in detail and smaller pipe shall be shown schematically or by isometric drawings. All drawings shall be fully corrected to agree with actual as built conditions and updated digital records (CAD/BIM models where applicable).

5.10 Operating and Maintenance Manual: If “as built” drawings and/or operating and Maintenance Manuals are required the contractor shall supply them in digital (soft copy) as well as hard copy formats (if specified) by the dates stated in the contract data.

5.11 If the Contractor does not supply the drawings and/or Manuals by the dates stated in the contract data, or they do not receive the Engineer-in-Charge or his authorized representative’s approval, the Engineer-in-Charge or his authorized representative shall withhold the amount stated in the contract data from payments due to the contractor.

## 6. INSTRUCTION MANUALS

6.1 The contractor shall submit to the Engineer-in-charge, preliminary instruction manuals for all the equipment, covered under the contract within the time agreed upon between the owner & the contractor. The final instruction manuals complete in all respects shall be submitted by the contractor thirty (30) days before the first shipment of the equipment. The instruction manuals shall contain full details and drawings of all the equipment furnished, the erection procedures, testing procedures, operation and maintenance procedures of the equipment. These instruction manuals shall be submitted in the form of one (1) reproducible original and twelve (12) copies.

6.2 If after the per and initial operation of the plant, the instruction manuals require any modifications/ additions/changes, the same shall be incorporated and the updated final instruction manuals in the form of one (1) reproducible original and twelve (12) copies shall be submitted by the contractor to the owner.

6.3 The contractor shall furnish to the owner, twelve (12) sets of spare parts catalogue.

## ~~7. DELETED~~

## 8. MANUFACTURING SCHEDULE

The contractor shall submit to the Engineer-in-Charge his manufacture and delivery schedules for all equipment within thirty (30) days from the date of issuance of the letter of acceptance of tender. Such schedules shall be in line with the detailed net-work for all phases of the work of the contractor. Such schedules shall be reviewed, up-dated and submitted to the Engineer-in-Charge, once every two (2) months thereafter, by the contractor. Schedule shall also include the materials and equipment purchased from outside suppliers.

## 9. REFERENCE STANDARDS

9.1 The codes and/or standards referred to in these specifications shall govern, in all cases wherever such references are made. In case of a conflict between such codes and/or standards and the specifications, the latter shall govern. Such codes and/or standards referred to shall mean the latest revisions, amendments/changes adopted and published by the relevant agencies. In case of any further conflict in this matter, the same shall be referred to the Engineer-in-Charge whose decision shall be final and binding.

9.2 Other internationally acceptable standards which ensure equal or higher performance than those specified shall also be accepted.

## 10. DESIGN IMPROVEMENT

10.1 The Engineer-in-Charge or the contractor may propose changes in the specification of the equipment or quality thereof and if the parties agree upon any such changes the specification shall be modified accordingly.

10.2 If any such agreed upon change is such that it affects the price and schedule of completion, the parties shall agree in writing as to the extent of any change in the price and/or schedule of completion before the contractor proceeds with the change. Following such agreement, the provision thereof, shall be deemed to have been amended accordingly.

## 11. QUALITY ASSURANCE

### 11.1 Quality Assurance Programme

To ensure that the equipment and services under the scope of this contract whether manufactured or performed within the contractor's works or at his sub-contractor's premises or at the owner's site or at any other place of work are in accordance with the specifications, the contractor shall adopt suitable quality assurance programme to control such activities at all points necessary. Such programme shall be outlined by the contractor on acceptance of LOA and before execution of the agreement and shall be finally accepted by the Engineer-in-Charge after discussions before execution of the work. A quality assurance programme of the contractor shall generally cover the following:

a) his organisation structure for the management and implementation of the proposed quality assurance programme;

b) documentation control system;

c) qualification data for bidder's key personnel;

d) the procedure for purchase of materials, parts components and selection of sub-contractor's services including vendor analysis, source inspection, incoming raw-material inspection, verification of materials purchased etc.;

e) system for shop manufacturing and site erection control including process control and fabrication and assembly controls;

f) control of non-conforming items and system for corrective actions;

g) inspection and test procedure both for manufacture and field activities;

h) control of calibration and testing of measuring and testing equipment;

i) system for indication and appraisal of inspection status;

j) system for quality audits;

k) system for authorising release of manufactured product to the owner;

l) system for maintenance of records;

m) system for handling storage and delivery; and

n) a quality plan detailing out the specific quality control procedure adopted for controlling the quality characteristics relevant to each item of equipment furnished and each work at different stages executed at work site.

NOTE:

In case of availability of SQC contract (Supervision and Quality Control) for the infrastructure work, the quality assurance program is to be submitted by the contractor to the SQC consultant engaged by the owner with intimation to the EIC.

### 11.2 Quality Assurance Documents

The contractor shall be required to submit the following Quality Assurance Documents within three weeks after despatch of the equipment:

i. all non-destructive examination procedures stress relief and weld repair procedure actually used during fabrication.

ii. welder and welding operator qualification certificates.

iii. welder identification list, listing welder's and welding operator's qualification procedure and welding identification symbols.

iv. material mill test reports on components as specified by the specification.

v. the inspection plan with verification, inspection plan check points, verification sketches, if used, and methods used to verify that the inspection and testing points in the inspection plan were performed satisfactorily.

vi. sketches and drawings used for indicating the method of traceability of the radiographs to the location on the equipment.

vii. all non-destructive examination result reports including radiography interpretation reports.

viii. stress relief time temperature charts.

ix. factory test results for testing required as per applicable codes and standard referred in the specifications.

x. the Engineer-in-Charge or his duly authorised representative reserves the right to carry out quality audit and quality surveillance of the systems and procedures of the contractor/his vendor's quality management and control activities.

NOTE:

In case of availability of SQC contract (Supervision and Quality Control) for the infrastructure work, the quality assurance documents are to be submitted by the contractor to the SQC consultant engaged by the owner with intimation to the EIC.

## 12. ENGINEER-IN-CHARGE'S SUPERVISION

12.1 To eliminate delays and avoid disputes and litigation, it is agreed between the parties to the contract that all matters and questions shall be referred to the Engineer-in-Charge and his decision shall be final.

12.2 The work shall be performed under the direction and supervision of the Engineer-in-Charge. The scope of the duties of the Engineer-in-Charge, pursuant to the contract, will include but not be limited to the following:

i. interpretation of all the terms and conditions of these documents and specification.

ii. review and interpretation of all the contractor's drawings, engineering data etc.

iii. witness or authorise his representative to witness tests and trials either at the manufacturer's works or at site, or at any place where work is performed under the contract.

iv. inspect, accept or reject any equipment, material and work under the contract.

v. issue certificate of acceptance and/or progressive payment and final payment certificates.

vi. review and suggest modifications and improvements in completion schedules from time to time.

vii. supervise the quality assurance programme implementation at all stages of the works.

viii. to receive and endorse the despatch documents enabling the contractor to clear the consignments.

## 13. INSPECTION, TESTING AND INSPECTION CERTIFICATE

13.1 The Engineer-in-Charge, his duly authorised representative and/or SQC (Supervision and Quality Control) Consultant and/or outside inspection agency acting on behalf of the owner shall have at all reasonable times access to the contractor's premises or works and shall have the power at all reasonable times to inspect and examine the materials and workmanship of the works during its manufacture or erection and if part of the works is being manufactured or assembled at other premises or works, the contractor shall obtain for the Engineer-in-Charge and for his duly authorised representative permission to inspect as if the works were manufactured or assembled on the contractor's own premises or works.

13.2 The contractor shall give the Engineer-in-Charge/Inspector/SQC Consultant fifteen (15) days written notice of any material being ready for testing. Such tests shall be to the contractor's account except for the expenses of the Inspector/SQC Consultant. The Engineer-in-Charge/Inspector/SQC Consultant, unless witnessing of the tests is virtually waived, will attend such tests within fifteen (15) days of the date on which the equipment is notified as being ready for test/inspection, failing which the contractor may proceed with the test which shall be deemed to have been made in the Inspector's presence and he shall forthwith forward to the Inspector duly certified copies of tests in triplicate.

13.3 The Engineer-in-Charge or Inspector or SQC Consultant shall within fifteen (15) days from the date of inspection as defined herein give notice in writing to the contractor, of any objection to any drawings and all or any equipment and workmanship which in his opinion is not in accordance with the contract. The contractor shall give due consideration to such objections and shall either make the modifications that may be necessary to meet the said objections or shall confirm in writing to the Engineer-in-Charge/Inspector giving reasons therein, that no modifications are necessary to comply with the contract.

13.4 When the factory tests have been completed at the contractor's or sub-contractor's works, the Engineer-in-Charge/Inspector/SQC Consultant shall issue a certificate to this effect within fifteen (15) days after completion of tests but if the tests are not witnessed by the Engineer-in-Charge/Inspector/SQC Consultant, the certificate shall be issued within fifteen (15) days of the receipt of the contractor’s test certificate by the Engineer-in-Charge/Inspector/SQC Consultant. Failure of the Engineer-in-Charge/Inspector/SQC Consultant to issue such a certificate shall not prevent the contractor from proceeding with the works. The completion of these tests or the issue of the certificate shall not bind the owner to accept the equipment should it, on further tests after erection, be found not to comply with the contract.

13.5 In all cases where the contract provides for tests whether at the premises or works of the contractor or of any sub-contractor, the contractor, except where otherwise specified, shall provide free of charge such items as labour, materials, electricity, fuel, water, stores, apparatus and instruments as may be reasonably demanded by the Engineer-in-Charge/Inspector/SQC Consultant or his authorised representative to carry out effectively such tests of the equipment in accordance with the contract and shall be given facilities to the Engineer-in-Charge/Inspector or to his authorised representative to accomplish testing.

13.6 The inspection by Engineer-in-Charge and issue of Inspection Certificate thereon shall in no way limit the liabilities and responsibilities of the contractor in respect of the agreed quality assurance programme forming a part of the contract.

**14. TEST *(if applicable, to be decided as per the structure i.e. whether plant / residential building etc.)***

14.1 **Start up:**

14.1.1 On completion of erection of the equipment and before start-up, each item of the equipment shall be thoroughly cleaned and then inspected jointly by the Engineer-in-Charge/SQC Consultant and the contractor for correctness and completeness of installation and acceptability of start-up, leading to initial pre-commissioning tests at site. The list of pre-commissioning tests to be performed shall be as mutually agreed and included in the contractor's quality assurance programme.

14.1.2 The contractor's commissioning/start-up engineers specifically identified as far as possible shall be responsible for carrying out all the pre-commissioning tests. On completion of inspection, checking and after the pre-commissioning tests are satisfactorily over, the complete equipment shall be placed on initial operation during which period the complete equipment shall be operated integral with sub-systems and supporting equipment as a plant including different streams, if applicable, referred hereinafter as plant. The start-up of individual streams / part of the plant may be conducted as per requirement on case to case basis.

14.2 **Trial Operation**

14.2.1 The plant including different streams, if applicable shall then be on trial operation during which period all necessary adjustments shall be made while operating over the full load-range enabling the plant to be made ready for performance and guarantee tests.

14.2.2 The duration of trial operation of the complete equipment shall be fourteen (14) days out of which at least seventy-two (72) hours shall be continuous operation on full load or any other duration as may be agreed to, between the Engineer-in-Charge and the contractor. The trial operation shall be considered successful, provided that each item of the equipment can operate continuously at the specified operating characteristics, during period of trial operation. The trial run of individual streams/ part of the plant may be conducted as per requirement on case to case basis.

14.2.3 For the period of trial operation, the time of operation with any load shall be counted. Minor interruptions not exceeding four (4) hours at a time, caused during the continuous operation shall not affect the total duration of trial operation. However, if in the opinion of the Engineer-in-Charge, the interruption is long, the trial operation shall be prolonged for the period of interruption.

14.2.4 A trial operation report comprising of observations and recordings of various parameters to be measured in respect of the above trial operation shall be prepared by the contractor. This report, besides recording the details of the various observations during trial run, shall also include the dates of start and finish of the trial operations and shall be signed by the representatives of both the parties and SQC Consultant, if applicable. The report shall have sheets, recording all the details of interruptions occurred, adjustments made and any minor repairs done during the trial operation. Based on the observations, necessary modifications/ repairs to the plant shall be carried out by the contractor to the full satisfaction of the Engineer-in-Charge to enable the later to accord permission to carry out performance and guarantee tests on the plant. However, minor defects which do not endanger the safe operation of the equipment, shall not be considered as reasons for withholding the aforesaid permission.

### 14.3 Performance and guarantee test

14.3.1 The final test as to the performance and guarantees shall be conducted at site, by the contractor. Such tests will be commenced within a period of two (2) months after successful completion of trial operations.

14.3.2 These tests shall be binding on both the parties of the contract to determine compliance of the equipment with the performance guarantees.

14.3.3 The available instrumentation and control equipment will be used during such tests and the Engineer-in-Charge will calibrate, all such measuring equipment and devices as far as practicable. However, un-measurable parameters shall be taken into account in a reasonable manner by the Engineer-in-Charge, for the equipment of these tests. The tests will be conducted at the specified load points and as near the specified cycle condition as practicable. The Engineer-in-Charge will apply proper corrections in calculation, to take into account conditions which do not correspond to the specified conditions.

14.3.4 Any special equipment, tools and tackles required for the successful completion of the performance and guarantee tests shall be provided by the contractor, free of cost.

14.3.5 The guaranteed performance figures of the equipment shall be proved by the contractor during these performance and guarantee tests. Should the results of these tests show any decrease from the guaranteed values, the contractor shall modify the equipment as required to enable it to meet the guarantees. In such case, performance and guarantee tests shall be repeated within one month, from the date the equipment is ready for re-tests and all cost for modifications including labour, materials and the cost of additional testing to prove that the equipment meets the guarantees, shall be borne by the contractor. Duration of performance guarantee tests will be of one month of which 6 (six) days continuous on load operation is the minimum requirement and in case it fails, the process of performance guarantee tests will be repeated.

14.3.6 The specific tests to be conducted on equipment has been brought out in the technical specifications.

14.3.7 Performance and guarantee test shall make allowance for instrumentation errors as may be decided by the Engineer-in-Charge.

### 14.4 TEST CODES

The provisions outlined in the ASME performance test codes or other international and Indian approved equivalents shall generally be used as a guide for all the above test procedures unless otherwise specified in the technical specifications.

## 15. PACKING

All the equipment shall be suitably protected, coated, covered or boxed and crated to prevent damage or deterioration during transit, handling and storage at site till the time of erection. While packing all the materials, the limitation from the point of view of availability of railway wagon sizes in India should be taken into account. The contractor shall be responsible for any loss or damage during transportation, handling and storage due to improper packing.

## 16. PROTECTION

All coated surfaces shall be protected against abrasions, impact, discoloration and any other damages. All exposed threaded portions shall be suitably protected with either a metallic or a non-metallic protecting device. All ends of all valves and piping and conduit equipment connections shall be properly sealed with suitable devices to protect them from damage. The parts which are likely to get rusted, due to exposure to weather, should also be properly treated and protected in a suitable manner.

## 17. PRESERVATIVE SHOP COATING

17.1 All exposed metallic surfaces subject to corrosion shall be protected by shop application of suitable coatings. All surfaces which will not be easily accessible after the shop assembly, shall beforehand be treated and protected for the life of the equipment. All surfaces shall be thoroughly cleaned of all mill scale, oxide and other coatings and prepared in the shop. The surfaces that are to be finish painted after installation or require corrosion protection until installation, shall be shop painted with at least two coats of primer. Transformers and other electrical equipment, if included shall be shop finished with one or more coats of primer and two coats of high-grade resistance enamel. The finished colors shall be as per manufacturer's standards, to be selected and specified by the engineer-in-charge at a later date.

17.2 Shop primer for all steel surface which will be exposed to operating temperature below $95^0$ C shall be selected by the Contractor after obtaining specific approval of the Engineer-in-Charge regarding the quality of primer proposed to be applied. Special high temperature primer shall be used on surfaces exposed to temperatures higher than $95^0$ C and such primers shall also be subject to the approval of the Engineer-in-Charge.

17.3 All other steel surfaces which are not to be painted shall be coated with suitable dust preventive compound subject to the approval of the Engineer-in-Charge.

## 18. PROTECTIVE GUARDS

Suitable guards shall be provided for protection of personnel on all exposed rotating and/or moving machine parts. All such guards with necessary spares and accessories shall be designed for easy installation and removal for maintenance purposes.

## 19. DESIGN CO-ORDINATION

The contractor shall be responsible for the selection and design of appropriate equipment to provide the best co-ordinated performance of the entire system. The basic design requirements are detailed out in Technical Specifications. The design of various components, sub-assemblies and assemblies shall be so done, so that it facilitates easy field assembly and maintenance. All the rotating components shall be so selected that the natural frequency of the complete unit is not critical at or close to the operating range of the unit.

## 20. DESIGN CO-ORDINATION MEETING

The contractor will be called upon to attend design co-ordination meetings with the

Engineer-in-Charge, other contractors and the consultants of the owner during the period of contract. The contractor shall attend such meetings at his own cost at ___________ or at mutually agreed venue as and when required and fully co-operate with such persons and agencies involved during those discussions.

## 21. TOOLS AND TACKLES

The contractor shall supply with the equipment one complete set of all special tools and tackles for the erection, assembly, dis-assembly and maintenance of the equipment. However, these tools and tackles shall be separately packed and brought on to site.

## 22. NOISE LEVEL

The equivalent 'A' weighted sound level measured at a distance of 1.5 metres above floor level in elevation and one metre horizontally from the base of any equipment furnished and installed under these specifications, expressed in decibels to a reference of 0.0002 microbar, shall not exceed 85 dB.

## 23. TAKING OVER

Upon successful completion of all the tests to be performed at site on equipment furnished and erected by the contractor, the Engineer-in-Charge shall issue to the contractor a commissioning certificate as a proof of the final acceptance of the equipment. Such certificate shall not unreasonably be withheld nor will the Engineer-in-Charge delay the issuance thereof, on account of minor omissions or defects which do not affect the commercial operation and/or cause any serious risk to the equipment. Such certificate shall not relieve the contractor of any of his obligations which otherwise survive, by the terms and conditions of the contract after issuance of such certificate. Taking over certificate will be issued by the Engineer-in-Charge after successful completion of DLP.

NOTE: In case of plants which have the provision of Operation and Maintenance by contractor after commissioning, the Taking Over certificate shall be issued after the completion of the Operation and Maintenance by the contractor.

## 24. INDIAN STANDARDS

Normally Indian Standards as published by BUREAU OF INDIAN STANDARDS shall be followed. Wherever relevant Indian Standard is not published by the BIS, International Standards or American Standard or German Standard or British Standard, as decided by the Engineer-in-Charge in consultations with the Consultants employed by the Owner (if applicable), shall be followed.

## 25. WELDING

If the manufacturer has special requirements relating to the welding procedures for welds at the terminals of the equipment to be procured by the owner under separate specifications, the requirements shall be submitted to the Engineer-in-Charge in advance of commencement of erection work.

## 26. LUBRICATION

Equipment shall be lubricated by systems designed for continuous operation. Lubricant level indicators shall be furnished and marked to indicate proper levels under both stand-still and operating conditions.

## 27. EQUIPMENT BASES

A cast iron or welded steel base plate shall be provided for all rotating equipment which is to be installed on a concrete/structural steel base unless otherwise agreed to by the Engineer-in-Charge. Each base plate shall support the unit and its drive assembly, shall be of a neat design with pads for anchoring the units, shall have a raised lip all around, and shall have threaded drain connections.

## 28. RATING PLATES, NAME PLATES AND LABELS

28.1 Each main and auxiliary items of plant is to have permanently attached to it in a conspicuous position a rating plate of non-corrosive material upon which is to be engraved the manufacturer's name, equipment, type or serial number, together with details of the loading conditions under which the item of plant in question have been designed to operate, and such diagram plates as may be required by the Engineer-in-Charge.

28.2 Each item of plant is to be provided with a nameplate or label designating the service of the particular equipment. The inscriptions are to be approved by the Engineer-in-Charge or shall be as detailed in the appropriate sections of the technical specifications.

28.3 Such nameplates or labels are to be of white non-hygroscopic material with engraved black lettering or, alternatively, in the case of indoor circuit breakers, starters etc. of transparent plastic material with suitably coloured lettering engraved on the back.

28.4 Items of plant such as valves, which are subject to handling, are to be provided with an engraved chromium plated nameplate or label with engraving filled with enamel.

28.5 All such name plates, instruction plates, lubrication charts etc. shall be bilingual with Hindi inscription first, followed by English. Alternatively, two separate plates one with Hindi and the other with English inscriptions may be provided.

## 29. COLOUR CODE FOR PIPE SERVICES

All pipe services wherever applicable are to be painted in accordance with the owner's standard colour scheme, by the contractor.

## 30. SERVICE BY THE OWNER

30.1 The following services shall be provided by the owner:

i. Drinking water at one point within 100 metres of the work site, charges to be decided by the company.

ii. Auxiliary power for construction at minimum one point within 100 metres of the work site, charges to be decided by the company.

30.2 In the event of the contractor requiring these services at parameters other than those specified above, for any systems, equipment, instrument etc. he shall make the necessary arrangements himself.

## SECTION 6.4 – ERECTION CONDITIONS OF CONTRACT

**(To be kept wherever applicable)**

### 1. GENERAL

1.1 The following shall supplement the conditions already contained in the other parts of these specifications and documents and shall govern that portion of the work of this contract to be performed at site.

1.2 The contractor upon signing of the contract shall, in addition to a project co-ordinator, nominate another responsible officer as his representative at site suitably designated for the purpose of overall responsibility and co-ordination of the works to be performed at site. Such person shall function from the site office of the contractor during the pendency of contract.

### 2. REGULATION OF LOCAL AUTHORITIES AND STATUTES

2.1 The contractor shall comply with all the rules and regulations of local authorities during the performance of his field activities. He shall also comply with the minimum wages act, 1948 and the payment of wages act (both of the Government of India and the local State Government) and the rules made thereunder in respect of any employee or workman employed or engaged by him or his sub-contractor. The contractor shall make all 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 Schemes and CMPF and Miscellaneous Provisions Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be.

2.2 All registration and statutory inspection fees, if any, in respect of his work pursuant to this contract shall be to the account of the contractor. However, any registration, statutory inspection fees lawfully payable under the provisions of the rules and regulations of the Government and any other statutory laws and its amendments from time to time during erection in respect of the plant equipment ultimately to be owned by the owner, shall be to the account of the owner. Should any such inspection or registration need to be arranged due to the fault of the contractor or his sub-contractor, the additional fees for such inspection and/or registration shall be borne by the contractor.

### 3. OWNER'S LIEN ON EQUIPMENT

The owner shall have lien on all equipment including those of the contractor brought to the site for the purpose of erection, testing and commissioning of the plant. The owner shall continue to hold the lien on all such equipment throughout the period of contract. No material brought to the site shall be removed from the site by the contractor and/or his sub-contractors without the prior written approval of the Engineer-in-Charge.

## 4. INSPECTION, TESTING AND INSPECTION CERTIFICATES

The provisions of the clause entitled inspection testing and inspection certificates under section GTC shall also be applicable to the erection portion of the works. The Engineer-in-Charge shall have the right to re-inspect any equipment though previously inspected and approved by him, at the contractor's works, before and after the same are constructed and/or erected at site. If by the above inspection, the Engineer-in-Charge rejects any work or equipment, the contractor shall make good for such rejection either by replacement or modifications/repairs as may be necessary, to the satisfaction of the Engineer-in-Charge. Such replacement will also include the replacement or re-execution of such of those works of other contractors and/or agencies, which might have got damaged or affected by the replacements or re-work done to the contractor's work.

## 5. ACCESS TO SITE AND WORKS ON SITE

5.1 Suitable access to and possession of the site shall be accorded to the contractor by the owner in reasonable time.

5.2 The works so far as it is carried out on the owner's premises, shall be carried out at such time as the owner may approve and the owner shall give the contractor reasonable facilities for carrying out the works.

5.3 In the execution of the works, no persons other than the contractor or his duly appointed representative, sub-contractor and workmen, shall be allowed to do work on the site, except by the special permission, in writing of the Engineer-in-Charge or his representative.

## 6. CONTRACTOR'S SITE OFFICE ESTABLISHMENT

The contractor shall establish a site office at the site and keep posted an authorised representative for the purpose of the contract. Any written order or instruction of the Engineer-in-Charge or his duly authorised representative, shall be communicated to the said authorised resident representing the contractor and the same shall be deemed to have been communicated to the contractor at his legal address / e-mail.

## 7. CO-OPERATION WITH OTHER CONTRACTORS

7.1 The contractor shall co-operate with all other contractors or tradesmen of the owner, who may be performing other works on behalf of the owner and the workmen who may be employed by the owner and doing work in the vicinity of the works under the contract. The contractor shall also so arrange to perform his work as to minimise, to the maximum extent possible, interference with the work of other contractors and his workmen. Any injury or damage that may be sustained in the employees of the other contractors and the owner, due to the contractor's work shall promptly be made good at his own expense. The Engineer-in-Charge shall determine the resolution of any difference or conflict that may arise between the contractor and other contractors or between the contractor and the workmen of the owner in regard to their work. If the works of the contractor is delayed because of any acts or omissions of another contractor, the contractor shall have no claim against the owner on that account other than an extension of time for completing his works.

7.2 The Engineer-in-Charge shall be notified promptly by the contractor of any defects in the other contractor's works that could affect the contractor's works. The Engineer-in-Charge shall determine the corrective measures if any, required to rectify this situation after inspection of the works and such decisions by the Engineer-in-Charge shall be binding on the contractor.

## 8. DISCIPLINE OF WORKMEN

The contractor shall adhere to the disciplinary procedure set by the Engineer-in-Charge in respect of his employees and workmen at site. The Engineer-in-Charge shall be at liberty to object to the presence of any representative or employees of the contractor at the site, if in the opinion of the Engineer-in-Charge such employee has misconducted himself or be incompetent or negligent or otherwise undesirable and then the contractor shall remove such a person objected to and provide in his place a competent replacement.

## 9. CONTRACTOR'S FIELD OPERATION

9.1 The contractor shall keep the Engineer-in-Charge informed in advance regarding his field activity plans and schedules for carrying out each part of the works. Any review of such plan or schedule or method of work by the Engineer-in-Charge shall not relieve the contractor of any of his responsibilities towards the field activities. Such reviews shall also not be considered as an assumption of any risk or liability by the Engineer-in-Charge or the owner or any of his representatives and no claim of the contractor will be entertained because of the failure or inefficiency of any such plan or schedule or method of work reviewed. The contractor shall be solely responsible for the safety, adequacy and efficiency of plant and equipment and his erection methods.

9.2 The contractor shall have complete responsibility for the conditions of the work site including the safety of all persons employed by him or his sub-contractor and all the properties under his custody during the performance of the work. This requirement shall apply continuously till the completion of the contract and shall not be limited to normal working hours. The construction review by the Engineer-in-Charge is not intended to include review of contractor's safety measures in, on or near the work-site, and their adequacy or otherwise.

**10. PHOTOGRAPHS AND PROGRESS REPORT**

10.1 The contractor shall furnish three (3) prints each to the Engineer-in-Charge of progress photographs of the work done at site. Photographs shall be taken as and when indicated by the Engineer-in-Charge or his representative. Photographs shall be adequate in size and number to indicate various stages of erection. Each photograph shall contain the date, the name of the contractor and the title of the photograph.

10.2 The above photographs shall accompany the monthly progress report detailing out the progress achieved on all erection activities as compared to the schedules. The report shall also indicate the reasons for the variance between the scheduled and actual progress and the action proposed for corrective measures wherever necessary.

**11. MAN-POWER REPORT**

11.1 The contractor shall submit to the Engineer-in-Charge, on the first day of every month, a man hour schedule for the month, detailing the man hours scheduled for the month, skill wise and area-wise.

11.2 The contractor shall also submit to the Engineer-in-Charge on the first day of every month, a man power report of the previous months detailing the number of persons scheduled to have been employed and actually employed, skill-wise and areas of employment of such labour.

**12. PROTECTION WORK**

The contractor shall have total responsibility for protecting his works till it is finally taken over by the Engineer-in-Charge. No claim will be entertained by the owner or the Engineer-in-Charge for any damage or loss to the contractor's works and the contractor shall be responsible for the complete restoration of the damaged works to its original condition to comply with the specifications and drawings. Should any such damage to the contractor's works occur because of other party not under his supervision or control, the contractor shall make his claim directly with the party concerned. If dis-agreement or conflict or dispute develops between the contractor and the other party or parties concerned regarding the responsibility for damage to the contractor's works the same shall be resolved as per the provisions of the clause 7.0 above-entitled ‘co-operation with other contractors’. The contractor shall not cause any delay in the repair of such damaged works because of any delay in the resolution of such disputes. The contractor shall proceed to repair the work immediately and the cause thereof will be assigned pending resolution of such dispute.

## 13. EMPLOYMENT OF LABOUR

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

No female labour shall be employed after darkness. No persons below the age of eighteen years shall be employed.

13.2 All traveling expenses including provisions of all necessary transport to and from site lodging allowances and other payments to contractor's employees shall be the sole responsibility of the contractor.

13.3 The hour of work on the site shall be decided by the owner and the contractor shall adhere to it. Working hours will normally be eight (8) hours per day – Monday to Saturday.

13.4 Contractor's employees shall wear identification badges while on work at site.

13.5 Payment of Provident Fund for the workmen employed by him for the work as per the Law prevailing under provision of CMPF/EPF and allied scheme valid from time to time shall be responsibility of the Contractor which shall be in accordance with the given guidelines:

1) The Contractor must be mandatorily registered as employer under the CMPF Act and allied scheme and shall submit details of their workers with the CMPF number, wherever required. The contractor shall submit CMPF registration certificate before signing of agreement.

2) If any employee of a Contractor is not a member of any Provident Fund, he shall be required to become a member of CMPF scheme immediately, for availing benefits therefrom.

3) Where the employees of a Contractor are members of EPF scheme, the Contractor shall provide appropriate facilitation to those employees who voluntarily opt for conversion from EPF Schemes to CMPF Schemes.

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

The contractor shall also comply with the provisions of the CMPF/ EPF and regularly deposit the contributions in accordance with the same. The Company shall have no liability whatsoever in this regard.

13.6 The Contractor shall comply with statutory requirements of various acts including Child Labour (Prohibition & Regulation) Act, 1986 as amended from time to time and all rules, regulations and schemes framed there under from time to time in addition to other applicable labour laws.

13.7 The payment to the contractor’s labourers has to be made through Bank only.

13.8 Bonus is to be paid to the contract workers engaged by the Contractors as per the provisions of Payment of Bonus Act,1965 as amended from time to time.

13.9 The contractors shall register themselves on the Contract Labour Payment Management Portal (CLPMP) of CIL within 30 days of issue of Letter of Acceptance/work order and will have to enter and update periodically the following details in the portal:

a. LOA/Work Order details

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

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

[NOT TO BE PART OF THE TENDER DOCUMENT:

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

OR

any other suitable method as decided at subsidiary level.

Subsidiaries are advised to formulate modalities for registration of workers, syncing of attendance etc. at subsidiary level as per their suitability.]

13.11 Contractors should deploy suitably experienced workers as mentioned in relevant Govt. circular.

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

## 14. FACILITIES TO BE PROVIDED BY THE OWNER

14.1 ACCOMMODATION, SITE OFFICE, ELECTRICITY, WATER ETC.

a. The successful Bidder shall arrange accommodation, security, etc. of its own for its workmen. However, Company may provide accommodation, if available, on chargeable basis plus GST, as applicable, on request made in writing by the Contractor.

b. On the request of the Contractor and subject to availability & merit of the case, the Engineer-in-Charge may allot land at its own discretion and convenience. The land, if provided, shall purely be on licensing agreement against a nominal charge of Rs. 1 (One) per sq.mt. per year (or part thereof) excluding GST or such higher charge as decided by the respective company excluding GST. The GST, as applicable, shall be levied on the above. The land, if provided, shall be used only for the purposes mentioned in point no. (i) to (v) below:

i. Construction of Contractor's site office;

ii. Construction of Godowns;

iii. Construction of Workshop;

iv. Construction of Assembly yard near the site.

v. Setting up labour camp at suitable and safe zone/ location as mutually agreed by Engineer-in-Charge and Contractor.

The Contractor shall construct only temporary/ semi-permanent structures and maintain all structures constructed on the permitted land at its own cost and in accordance with the permission granted by the Engineer-in-Charge to the Contractor. All these structures shall be well ventilated, lighted and provided with water, electricity and sanitary arrangement as per the approval of the Engineer-in-Charge. The residential areas of the contractor's employees and workmen shall be kept clean and neat to the satisfaction of the Engineer-in-Charge. Waste Management shall be done as per applicable laws by the Contractor at its own cost.

Permission for use of land, as mentioned in points (i) to (v) above, shall not confer any rights to the Contractor over the land.

The Contractor shall be liable to obtain layout and construction permissions from local bodies i.e., Gram Panchayats, Municipalities & Municipal Corporations etc. for their camp offices, site offices, labour camp, etc. if applicable, at its own cost.

Property tax, govt. dues, etc. for the above-mentioned arrangements shall be payable by the Contractor and the relevant bills/ receipts shall be submitted to the Engineer-in-Charge for verification. In case the above taxes/dues are paid by the Company, it shall be recovered from

a. on-account running bills on actual basis.

OR

b. from any dues payable to the contractor.

OR

c. from encashment of bank guarantee or fixed deposit obtained from the Contractor of the existing contract or any other contract of the Contractor in CIL & its Subsidiary, till the Contractor vacates & handovers the permitted land to the Company.

The Contractor shall be solely responsible for ensuring compliance of all applicable laws, rules and regulations; and the Company shall bear no responsibility or liability in this regard. The Contractor shall fully indemnify the Company against any claims, disputes, references, awards, etc., arising from any non-compliance.

The Contractor shall not use the permitted land for any purpose other than that specified for in the permission.

In case the Contractor requires any land in addition to what has been made available to it by the Company, the Contractor shall make arrangement for the same at its own cost.

Removal / transfer of constructions/ buildings and related ancillary installation from the permitted land:

A. During the execution of work, if required, the Engineer-in-Charge Shall issue instructions in writing to remove all/part constructions/buildings and related ancillary installation from the permitted land within three months, or earlier date as required, from the issuance of instruction by the EIC, and make good, to the satisfaction of Engineer-in-Charge, all the damages sustained.

B. Immediately on completion/termination (full/partial) of the work, the Engineer-in-Charge shall instruct the contractor to remove constructions/ buildings and related ancillary installation from the permitted land within three months, or earlier date as required, from the issuance of instruction by the EIC, and make good, to the satisfaction of Engineer-in-Charge, all the damages sustained.

However, the Engineer-in-Charge may, at his/her discretion, permit the use of the existing infrastructure by any other HoE contractor of the same mine to whom the extant clause of land on licensing agreement applies.

In this case, the Contractor who has been permitted the use of the existing infrastructure, shall be solely responsible for ensuring compliance of all applicable laws, rules and regulations; and the Company shall bear no responsibility or liability in this regard. The Contractor shall fully indemnify the Company against any claims, disputes, references, awards, etc., arising from any non-compliance.

Note: In the event, the Engineer-in-Charge has instructed to the Contractor to remove all/part constructions/buildings and related ancillary installation from the permitted land and the contractor fails to do so within three months, or earlier date as required, from the issuance of instruction by the EIC, the contract shall not be closed and the Security Deposit shall not be released till final removal of the same.

Apart from this, Engineer-In-Charge will have right to get it removed and the cost incurred for such removal shall be recovered from:

a. on-account running bills on actual basis

OR

b. from any dues payable to the contractor

OR

c. from encashment of bank guarantee or fixed deposit obtained from the Contractor

of the existing contract or any other contract of the Contractor in CIL & its Subsidiary.

Any deviation from the above shall be considered as a breach of contract and shall be dealt with accordingly.

c. It will be the responsibility of the Contractor, to whom the work would be allotted, for making other arrangements at its own cost.

d. Company may provide electric power to the contractor, for the work and for labour camp at convenient points (minimum one point) with following conditions:

i. The Contractor shall arrange at its own cost necessary cabling/wiring, switch board, switch gear etc. and shall be responsible for the safe maintenance.

ii.Distribution arrangement shall be done by the Contractor at its own cost as per approved layout by Engineer-in-Charge. Distribution arrangement shall be shifted and rerouted at Contractor's cost during execution of work, if the same is required for continuation of work or for any unforeseen reason.

iii. The company shall be responsible for providing and installing metering devices for recording energy consumption, as well as ensuring their calibration in accordance with industry practices or as directed by the Engineer-in-Charge. If any metering device is damaged due to the Contractor's fault, a new device shall be procured by the company, and the cost of the device shall be recovered from the contractor. Tariff will be deducted at the rate which the Company is currently paying without any markup (such as administrative, departmental, or handling charges etc.). No extra payment will be made and no extension of time period will be allowed on account of power failure or delay in providing of power or due to non-availability of such facility near the site. No idle wages will also be allowed on this ground.

iv. Immediately on completion of the work, the Contractor shall remove such distribution system and all installations and make good, to the satisfaction of Engineer-in-Charge, all the damages sustained.

v. The Contractor shall employ certified and licensed electrician for carrying out the above work.

e. The Contractor shall make its own arrangement for water required for the work. Mine water, if available, may be utilized for this purpose and shall be provided free of cost. Arrangement of pumping and distribution of water for use in its work shall be responsibility of the Contractor. Drinking water, if available, will be provided free of cost by Company at one point and its distribution to required places will be the responsibility of the Contractor. The Company doesn't guarantee uninterrupted supply of water. It will be incumbent upon the Contractor to make alternative arrangement for drinking water at its own cost.

[Note: A separate tax invoice shall be issued by the Company for recovery of charges towards allotment of accommodation and/or land under a licensing agreement, if provided.]

~~14.2 **DELETED**~~

14.3 **WATER:** The contractor shall arrange necessary water for the construction work and his own establishment and nothing extra will be paid for the same. Such water used by the contractor shall be fit for construction purposes.

However, if available and feasible the company may arrange water, at the written request of the contractor, to the extent possible, at one point near the work site for which recovery @ 1% of the contract value excluding GST of portion of 'Civil and Structural' 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.

## 15. FACILITIES TO BE PROVIDED BY THE CONTRACTOR

15.1 Tools, tackles and scaffoldings: The contractor shall provide all the construction equipment, tools, tackles and scaffoldings required for pre-assembly, erection, testing and commissioning of the equipment covered under the contract. He shall submit a list of all such materials to the Engineer-in-Charge before the commencement of pre-assembly at site. These tools and tackles shall not be removed from the site without the written permission of the Engineer-in-Charge.

15.2 Communication: The owner will extend the telephone & telex facilities, if available at site, for purposes of contract. The contractor shall be charged at actual for such facilities.

15.3 First – aid

15.3.1 The contractor shall provide necessary first-aid facilities for all his employees, representatives and workmen working at the site. Enough number of contractor's personnel shall be trained in administering first-aid.

15.3.2 The owner will provide the contractor, in case of an emergency, the services of an ambulance for transportation to the nearest hospital.

15.4 Cleanliness

15.4.1 The contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc. during the period of contract. The contractor shall employ enough number of special personnel to thoroughly clean his work area at least once in a day. All such rubbish and scrap material shall be stacked or disposed in a place to be identified by the Engineer-in-Charge. Materials and stores shall be so arranged to permit easy cleaning of the area in areas where equipment might drip oil and cause damage to the floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.

15.4.2 Similarly the labour colony, the offices and the residential areas of the contractor's employees and workmen shall be kept clean and neat to the entire satisfaction of the Engineer-in-Charge. Proper sanitary arrangement shall be provided by the contractor, in the work areas, office and residential areas of the contractor.

## 16. LINES AND GRADES

All the works shall be performed to the lines, grades and elevations indicated on the drawings. The contractor shall be responsible to locate and layout the works. Basic horizontal and vertical control points will be established and marked by the Engineer-in-Charge at site at suitable points. These points shall be used as datum for the works under the contract. The contractor shall inform the Engineer-in-Charge well in advance of the times and places at which he wishes to do work in the area allotted to him, so that suitable datum points may be established and checked by the Engineer-in-Charge to enable the contractor to proceed with his works. Any work done without being properly located may be removed and/or dismantled by the Engineer-in-Charge at contractor's expense.

## 17. FIRE PROTECTION

17.1 The work procedures that are to be used during the erection shall be those which minimise fire hazards to the extent practicable. Combustible materials, combustible waste and rubbish shall be collected and removed from the site at least once each day. Fuels, oils and volatile or flammable materials shall be stored away from the construction and equipment and materials storage areas in safe containers. Untreated canvas paper, plastic or other flammable flexible materials shall not at all be used at site for any other purpose unless otherwise specified. If any such materials are received with the equipment at the site, the same shall be removed and replaced with acceptable material before moving into the construction area or storage.

17.2 Similarly corrugated paper fabricated cartons etc. will not be permitted in the construction area either for storage or for handling of materials. All such materials used shall be water proof and flame resistant type. All the other materials such as working drawings, plants, etc. which are combustible but are essential for the works to be executed shall be protected against combustion resulting from welding sparks, cutting flames and other similar fire sources.

17.3 All the contractor's supervisory personnel and sufficient number of workers shall be trained for fire-fighting and shall be assigned specific fire protection duties. Enough of such trained personnel must be available at the site during the entire period of the contract.

17.4 The contractor shall provide enough fire protection equipment of the types and number for the ware-houses, office, temporary structures, labour colony area etc. Access to such fire protection equipment, shall be easy and kept open at all times.

## 18. SECURITY

The contractor shall have total responsibility for all equipment and materials in his custody stored, loose, semi-assembled and/or erected by him at site. The contractor shall make suitable security arrangements including employment of security personnel to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss. All materials of the contractor shall enter and leave the project site only with the written permission of the Engineer-in-Charge in the prescribed manner.

## 19. CONTRACTOR'S AREA LIMITS

The Engineer-in-Charge will mark-out the boundary limits of access roads, parking spaces, storage and construction areas for the contractor and the contractor shall not trespass the areas not so marked out for him. The contractor shall be responsible to ensure that none of his personnel move out of the areas marked out for his operations. In case of such a need for the contractor's personnel to work out of the areas marked out for him, the same shall be done only with the written permission of the Engineer-in-Charge.

## 20. CONTRACTOR'S CO-OPERATION WITH THE OWNER

In cases where the performance of the erection work by the contractor affects the operation of the system facilities of the owner, such erection work of the contractor shall be scheduled to be performed only in the manner stipulated by the Engineer-in-Charge and the same shall be acceptable at all times to the contractor. The Engineer-in-Charge may impose such restrictions on the facilities provided to the contractor such as electricity, water, etc. as he may think fit in the interest of the owner and the contractor shall strictly adhere etc. such restrictions and co-operate with the Engineer-in-Charge. It will be the responsibility of the contractor to provide all necessary temporary instrumentation and other measuring devices required during start-up and operation of the equipment systems, which are erected by him. The contractor shall also be responsible for flushing and initial filling of all the oil and lubricants required for the equipment furnished and erected by him, so as to make such equipment ready for operation. The contractor shall be responsible for supplying such flushing oil and other lubricants unless otherwise specified elsewhere in these documents & specifications.

## 21. PRE-COMMISSIONING TRIALS AND INITIAL OPERATIONS

The pre-commissioning trials and initial operations of the equipment furnished and erected by the contractor shall be the responsibility of the contractor as detailed in relevant clauses in section GTC. The contractor shall provide, in addition, test instruments, calibrating devices, etc. and the labour required for the successful performance of these trials. It is anticipated that the above test may prolong for a long time, the contractor's workmen required for the above test shall always be present at site during such trials.

## 22. MATERIALS HANDLING AND STORAGE

22.1 All the equipment furnished under the contract and arriving at site shall be promptly received, unloaded and transported and stored in the storage spaces by the contractor.

22.2 Contractor shall be responsible for examining all the shipment and notify the Engineer-in-Charge immediately or any damage, shortage, discrepancy, etc. for the purpose of Engineer-in-Charge's information only. The contractor shall submit to the Engineer-in-Charge every week a report detailing all the receipts during the week. However, the contractor shall be solely responsible for any shortages or damage in transit, handling and/or in storage and erection of the equipment at the site. Any demurrage, wharfage and other such charges claimed by the transporters, railways etc. shall be to the account of the contractor.

22.3 The contractor shall maintain an accurate and exhaustive record detailing out the list of all equipment received by him for the purpose of erection and keep such record open for the inspection of the Engineer-in-Charge at any time.

22.4 All equipment shall be handled very carefully to prevent any damage or loss. No bare wire ropes, slings, etc. shall be used for unloading and/or handling of the equipment without the specific written permission of the Engineer-in-Charge. The equipment stored shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the store shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at site.

22.5 All electrical panels, control gear, motors and such other devices shall be properly dried by heating before they are installed and energised. Motor bearings, slip rings, commutators and other exposed parts shall be protected against moisture ingress and corrosion during storage and periodically inspected. Heavy rotating parts in assembled conditions shall be periodically rotated to prevent corrosion due to prolonged storage.

22.6 All the electrical equipment such as motors, generators, etc. shall be tested for insulation resistance at least once in three months from the date of receipt till the date of commissioning and a record of such measured insulation values maintained by the contractor. Such records shall be open for inspection by the Engineer-in-Charge.

22.7 The contractor shall ensure that all the packing materials and protection devices used for the various equipment during transit and storage are removed before the equipment are installed.

22.8 The consumable and other supplies likely to deteriorate due to storage must be thoroughly protected and stored in a suitable manner to prevent damage or deterioration in quality by storage.

22.9 All the materials stored in the open or duty location must be covered with suitable weather-proof and flameproof covering materials wherever applicable.

22.10 If the materials belonging to the contractor are stored in areas other than those earmarked for him, the Engineer-in-Charge will have the right to get it moved to the area earmarked for the contractor at the contractor's cost.

22.11 The contractor shall be responsible for making suitable indoor storage facilities to store all equipment which require indoor storage. Normally, all the electrical equipment such as motors, control gear, generators, exciters and consumable like electrodes, lubricants etc. shall be stored in the closed storage space. The Engineer-in-Charge, in addition, may direct the contractor to move certain other materials which in his opinion will require indoor storage, to indoor storage areas which the contractor shall strictly comply with.

## 23. CONSTRUCTION MANAGEMENT

23.1 The field activities of the contractors working at site, will be co-ordinated by the Engineer-in-Charge with the assistance from SQC Consultant, if applicable and the Engineer-in-Charge's decision shall be final in resolving any disputes or conflicts between the contractor and other contractors and tradesmen of the owner regarding scheduling and co-ordination of work. Such decision by the Engineer-in-Charge shall not be a cause for extra compensation or extension of time for the contractor.

23.2 The Engineer-in-Charge shall hold weekly meetings of all the contractors working at site, at a time and a place to be designated by the Engineer-in-Charge. The contractor shall attend such meetings and take notes of discussions during the meeting and the decisions of the Engineer-in-Charge and shall strictly adhere to those decisions in performing his works. In addition to the above weekly meetings, the Engineer-in-Charge may call for other meetings either with individual contractors or with selected number of contractors and in such a case the contractor, if called will also attend such meetings.

23.3 Time is the essence of the contract and the contractor shall be responsible for performance of this works in accordance with the specified construction schedule. If at any time, the contractor is falling behind the schedule, he shall take necessary action to make good for such delays by increasing his work force or by working overtime or otherwise accelerate the progress of the work to comply with the schedule and shall communicate such actions in writing to the Engineer-in-Charge, satisfying that his action will compensate for the delay. The contractor shall not be allowed any extra compensation for such action.

23.4 The Engineer-in-Charge shall however not be responsible for provision of additional labour and/or materials or supply or any other services to the contractor except for the co-ordination work between various contractors as set out earlier.

## 24. FIELD OFFICE RECORDS

The contractor shall maintain at his site office up-to-date copies of all drawings, specifications and other contract documents and any other supplementary data complete with all the latest revisions thereto. The contractor shall also maintain in addition the continuous record of all changes to the above contract documents, drawings, specifications, supplementary data, etc. effected at the field and on completion of his total assignment under the contract shall incorporate all such changes on the drawings and other engineering data to indicate as installed condition of the equipment furnished and erected under the contract. Such drawings and engineering data shall be submitted to the Engineer-in-Charge in required number of copies. Daily work programme with progress of the previous day and deployment of labour related to work programme and attendance of workmen deployed during the previous day shall be maintained in a register. This register shall be signed by authorised representative of the contractor which will then be checked and signed by the owner's representative. Every three months this register shall be deposited to the owner which shall then be owners property.

## 25. CONTRACTOR'S MATERIALS BROUGHT ON TO SITE

25.1 The contractor shall bring to site all equipment, parts, materials, including construction equipment, tools and tackles for the purpose of the works with intimation to the Engineer-in-Charge. All such goods shall, from the time of their being brought vest in the owner, but may be used for the purpose of the works only and shall not on any account be removed or taken away by the contractor without the written permission of the Engineer-in-Charge. The contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.

25.2 The owner shall have a lien on such goods for any sum or sums which may at any time be due or owing to him by the contractor, under, in respect of or by reasons of the contract. After giving a fifteen (15) days' notice in writing of his intention to do so, the owner shall be at liberty to sell and dispose of any such goods, in such manner as he shall think fit including public auction or private treaty and to apply the proceeds in or towards the satisfaction of such sum or sums due as aforesaid.

25.3 After the completion of the works, the contractor shall remove from the site under the direction of the Engineer-in-Charge the materials such as construction equipment, erection tools and tackles, scaffolding etc. with the written permission of the Engineer-in-Charge. If the contractor fails to remove such materials, within 15 days of issue of a notice by the Engineer-in-Charge to do so then the Engineer-in-Charge shall have the liberty to dispose of such materials as detailed under clause 25.2 above and credit the proceeds thereto the account of the contractor.

## 26. PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY

26.1 The contractor shall be responsible for any damage resulting from his operations. He shall also be responsible for protection of all persons including members of public and employees of the owner and the employees of other contractors and sub-contractors and all public and private property including structures, buildings, other plants and equipment and utilities either above or below the ground.

26.2 The contractor will ensure provision of necessary safety equipment such as barriers, sign-boards, warning lights and alarms, etc. to provide adequate protection to persons and property. The contractor shall be responsible to give reasonable notice to the Engineer-in-Charge and the owners of public or private property and utilities when such property and utilities are likely to get damaged or injured during the performance of his works and shall make all necessary arrangements with such owners, related to removal and/or replacement or protection of such property and utilities.

## 27. PAINTING

All exposed metal parts of the equipment including pipings, structure railing etc. wherever applicable, after installation unless otherwise surface protected, shall be first painted with at least one coat of suitable primer which matches the shop primer paint used, after thoroughly cleaning all such parts of all dirt, rust, scales, greases, oils and other foreign materials by wire brushing, scarping or sand blasting, and the same being inspected and approved by the Engineer-in-Charge for painting. Afterwards, the above parts shall be finished with two coats of alloyed resin machinery enamel paints. The quality of the finish paint shall be as per the standards of ISI or equivalent and to be of the colour as approved by the Engineer-in-Charge.

## 28. INSURANCE

28.1 In addition to the conditions covered under the clause entitled insurance in general terms and conditions of contract, the following provisions will also apply to the portion of the works to be done beyond the contractor's own or his sub-contractor's works.

28.2 **Workmen's compensation insurance:** This insurance shall protect the contractor against all claims applicable under the Workmen's Compensation Act 1948 (Government of India). This policy shall also cover the contractor against claims for injury, disability disease or death of his or his sub-contractor's employees, which for any reason are not covered under the Workmen's Compensation Act 1948. The liabilities shall not be less than

| | |
|---|---|
| Workmen's compensation | As per statutory provisions |
| Employer's liability | As per statutory provisions |

28.3 **Comprehensive Automobile Insurance:** This insurance shall be in such a form to protect the contractor against all claims for injuries, disability, disease and death to members of public including the owner's men and damage to the property of others arising from the use of motor vehicles during on or off the site operations, irrespective of the ownership of such vehicles.

28.4 **Comprehensive General Liability Insurance:**

28.4.1 This insurance shall protect the contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act or omission on the part of the contractor, his agents, his employees, his representatives and sub-contractors or from riots, strikes and civil commotion. The insurance shall also cover all the liabilities of the contractor arising out of the clause entitled defense of suits under General Terms and Conditions of contracts.

28.4.2 The hazards to be covered will pertain to all the works which and areas where the contractor, his sub-contractors, his agents and his employees have to perform work pursuant to the contract.

28.5 The above are only illustrative list of insurance covers normally required and it will be the responsibility of the contractor to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect, in pursuance of the contract.

## 29. UNFAVOURABLE WORKING CONDITIONS

The contractor shall confine all his field operations to those works which can be performed without subjecting the equipment and materials to adverse effects, during inclement weather conditions, like monsoon, storms, etc. and during other unfavourable construction conditions. No field activities shall be performed by the contractor under conditions which might adversely affect quality and efficiency thereof, unless special precautions or measures are taken by the contractor in a proper and satisfactory manner in performance of such works and with concurrence of the Engineer-in-Charge. Such unfavorable construction conditions will in no way relieve the contractor of his responsibility to perform works as per the schedule.

## 30. PROTECTION OF MONUMENTS AND REFERENCE POINTS

The contractor shall ensure that any finds such as relic, antiquity, coins, fossils, etc. which he might come across during the course of performance of his works either during excavation or elsewhere, are properly protected and handed over to the Engineer-in-Charge. Similarly, the contractor shall ensure that the bench marks, reference points, etc., which are marked out either with the help of Engineer-in-Charge or by the Engineer-in-Charge shall not be disturbed in any way during the performance of his works. If any work is to be performed which disturb such references, the same shall be done only after these are transferred to other suitable locations under the direction of the Engineer-in-Charge. The contractor shall provide all necessary materials and assistance for such relocation of reference points etc.

## 31. WORK AND SAFETY REGULATIONS

31.1 The contractor shall ensure proper safety of all the workmen, materials plant and equipment belonging to him or the Company or to others, working at or near the site. The contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislation and the engineer-in-charge as he may deem necessary.

31.2 The contractor will notify well in advance to the engineer-in-charge of his intention to bring to the site any container filled with liquid or gaseous fuel or explosive or petroleum substance or such chemicals which may involve hazards. The engineer-in-charge shall have the right to prescribe the conditions, under which such container is to be stored, handled and used during the performance of the works and the contractor shall strictly adhere to and comply with such instructions. The engineer-in-charge shall have the right at his sole discretion to inspect any such container or such construction plant/equipment for which material in the container is required to be used and if in his opinion, its use is not safe, he may forbid its' use. No claim due to such prohibition shall be entertained by the owner. Nor the owner shall entertain any claim of the contractor towards additional safety provisions/conditions to be provided for constructed as per engineer-in-charge's instructions.

Further any such decision of engineer-in-charge shall not, in any way, absolve the contractor of his responsibilities, and in case, use of such a container or entry thereof into the site area is forbidden by engineer-in-charge, the contractor shall use alternative methods with the approval of engineer-in-charge without any cost implication to Company or extension of work schedule.

31.3 Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosives, the contractor shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulations laid down in Petroleum Act 1934, Explosives Act 1948, and Petroleum and Carbide of Calcium Manual Published by the Chief Inspector of Explosives of India. All such storage shall have prior approval of the engineer-in-charge. In case, any approvals are necessary from the Chief Inspector (Explosive) or any statutory authorities, the contractor shall be responsible for obtaining the same.

31.4 All equipment used in construction and erection by contractor shall meet Indian, Inter-national Standards and where such standards do not exist, the contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the contractor in accordance with manufacturer's operation manual and safety instructions and as per Guidelines/Rules of the Company in this regard.

31.5 Periodical Examinations and all tests for all lifting/hoisting equipment and tackles shall be carried out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 1910 and associated Laws/Rules enforced from time to time. A register of such examinations and tests shall be properly maintained by the contractor and will be promptly produced as and when desired by engineer-in-charge or by the person authorised by him.

31.6 The contract shall be fully responsible for the safe storage of his and his sub-contractors radio-active sources in accordance with BARC/DAE Rules and other applicable provisions. All precautionary measures stipulated by BARC/DAE in connection with use, storage and handling of such material will be taken by contractor.

31.7 The contractor shall provide suitable safety equipment of prescribed standard to all employee and workmen according to the need, as may be directed by engineer-in-charge who will also have right to examine these safety equipment to determine their suitability, reliability, acceptability and adaptability.

31.8 Where explosives are to be used, the same shall be used under the direct control and supervision of an expert, experienced, qualified and competent person strictly in accordance with the code practices/rules framed under Indian Explosives Act pertaining to handling, storage and use of the explosives.

31.9 The contractor shall provide safe working conditions to all workmen and employees at the site including safe means of access, railings, stairs, ladders, scaffoldings etc. The scaffoldings, stairs, ladders etc. shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality of material only shall be used by the contractor.

31.10 The contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the owner or other contractors under any circumstances, whatsoever, unless expressly permitted in writing by the Company to handle such fuses, wiring or electrical equipment.

31.11 Before the contractor connects any electrical appliances to any plug or socket belonging to the other contractor or owner, he shall:

a. satisfy the Engineer-in-Charge that the appliances is in good working condition

b. inform the Engineer-in-Charge of the maximum current rating, voltage and phases of the appliances.

c. obtain permission of the Engineer-in-Charge detailing the sockets to which the appliances may be connected.

31.12 The Engineer-in-Charge will not grant permission to connect until he is satisfied that:

a. the appliance is in good condition and is fitted with a suitable plug.

b. the appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.

31.13 No electric cable is in use by the contractor/owner will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.

31.14 No repair work shall be carried out on any live equipment. The equipment shall be declared safe by engineer-in-charge and a permit to work shall be issued by engineer-in-charge before any repair work is carried out by the contractor. While working on electric lines/equipments whether alive or dead, suitable type and sufficient quantity of tools will have to be provided by contractor to electricians/workmen/officers.

31.15 The contractor shall employ necessary number of qualified, full time electricians/ electrical supervisors to maintain in his temporary electrical installations.

31.16 The contractor employing more than 250 workmen whether temporary, casual, probationer, regular or permanent or on contract, shall employ at least one full time officer exclusively as safety officer to supervise safety aspects of the equipment and workmen who will co-ordinate with the project safety officer. In case of work being carried out through sub-contractor's, the sub-contractor's workmen/employees will also be considered as the contractor's employees/workmen for above purpose. The name and address of a such safety officer of contractor will be promptly informed in writing to engineer-in-charge with a copy to safety officer-in charge before he starts work or immediately after any change of the incumbent is made during currency of the contract.

31.17 In case any accident occurs during the construction/erection or other associated activities undertaken by the contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the contractor to promptly inform the same to the company's engineer-in-charge in prescribed form and also to all the authorities envisaged under the applicable laws.

31.18 The engineer-in-charge shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove short comings promptly. The contractor after stopping the specific work, can, if felt necessary, appeal against the order of stoppage of work to the General Manager of the project within 3 days of such stoppage of work and decision of the project G.M in this respect shall be conclusive and binding on the contractor.

31.19 The contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons as provided in para 31.18 above and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.

31.20 The contractor shall follow and comply with all the Company safety rules relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without demur, protest or content or reservation. In case of any inconformity between statutory requirement and the Company safety rules referred above, the later shall be binding on the contractor unless the statutory provisions are more stringent.

31.21 If the contractor fails in providing safe working environment as per the Company safety rules or continues the work even after being instructed to stop work by engineer-in-charge as provided in para 31.18 above, the contractor shall promptly pay to the Company, on demand i.e. by the owner compensation at the rate of Rs. 5,000/= per day or part there of till the instructions are complied with and an so certified by engineer-in-charge. However, in case of accident taking place causing injury to any individual, the provisions contained in para 31.22 shall also apply in addition to compensation mentioned in this para.

31.22 If the contractor does not take all safety precautions and/or fails to comply with the safety rules as prescribed by the Company or under the applicable laws for the safety of the equipment and plant and for the safety of personnel and the contractor does not prevent hazardous conditions which cause injury to his own employees or employees of other contractors, or the Company employees or any other person who are at site or adjacent thereto, the contractor shall be responsible for payment of compensation under the relevant provisions of the workmen's compensation act and rules framed thereunder or any other applicable laws as applicable from time to time.

Permanent disablement shall have same meaning as indicated in workmen's compensation act. The compensation mentioned above shall be in addition to the compensation payable to the workmen/employees under the relevant provisions of the workmen's compensation act and rules framed thereunder or any other applicable laws as applicable from time to time.

In case the owner is made to pay such compensation then the contractor is liable to reimburse the owner such amount.

31.23 **Obligations under the Labour Codes and Rules:** The Contractor is solely responsible for its obligation under Labour Codes and Rules relating to personnel deployed by it on site or off-site for execution of the contract. However, the procuring entity should pro-actively monitor that such obligations are discharged by the contractor. Contractor shall be asked to submit relevant reports and returns.

31.24 **Obligations Relating to Occupational Safety, Health, Working Conditions, Social Security, and Industrial Relations Requirements:** Contractor is legally bound to comply with statutory requirements regarding accommodation, Creche, safety, Hygiene, Health and Medical facilities, Government Welfare Schemes, etc. He shall be asked to maintain adequate records in this regard. The Procuring Entity shall proactively monitor that such obligations are discharged.

31.25 **<u>Environmental, Social, Health, and Safety (ESHS) considerations:</u>** The Contractor must ensure safety of workmen as well as safety for the general public during construction in and around work-site. He must follow the laws, codes and standards laid down in this regard. The work-men must be trained and provided protective gear, life-saving equipment and appropriate tools for their jobs. Special precautions must be used if hazardous chemicals are used or stored at workplace (lead, silica, asbestos and wood/stone that will be cut and generate dust, construction materials containing zinc, cadmium, beryllium and mercury). Besides protection from noise and environmental pollution, public must also be safeguarded from falling through dug-up area, electrocution, flooding, falling objects, bridge-span dropping/ failures, crane falling/overturning and damage to building from vibrations/ cave-ins from construction activities. Contract manager must ensure that contractor does not adopt any short-cut in this regard. Most large contracts have a well-defined Safety Health & Environment (SHE, also called Environmental, Social, Health and Safety (ESHS, with addition of social factor) in some context guideline embedded in the agreement. Appointment of site safety engineer by the contractor is a mandatory requirement in such cases. Engineer-in-charge shall engage safety experts to carry out frequent SHE audits and mandate correct measures.

In Works Contracts attention must be paid to Environmental, Social, Health, and Safety (ESHS) considerations (also termed Safety, Health, and Environmental [SHE] in certain contracts). The Contractor must ensure that he and his Subcontractors comply with legal and regulatory obligations relating to ESHS. It requires professionals with appropriate skills to be part of the Contract’s Team. Such professionals may be required on part-time or full-time basis, depending on the nature of the ESHS risks and impacts and the role they are performing. During Contract implementation, the primary focus is to ensure that the contractual ESHS provisions are continuously adhered to. This will involve the timely preparation and/or review of documentation such as the Contractor's plans and procedures; undertaking of inspection, supervision, and/ or audit; attending of progress meetings; reporting; and resolving issues that may occur.

The safety of all activities (including traffic safety) in and around the site and safety of the public and labour should be ensured by the Contractor as per prevalent labour laws/regulations and the conditions of Contract. The workmen must be trained and provided protective gear, life-saving equipment, and appropriate tools for their jobs.

Special precautions must be used if hazardous chemicals are used or stored at the workplace (lead, silica, asbestos, and wood/stone that will be cut and generate dust and construction materials containing zinc, cadmium, beryllium, and mercury).

Besides protecting the public from noise and environmental pollution, they must be safeguarded from falls in dug-up areas, electrocution, flooding, falling objects, bridge-span dropping/failures, crane falling/overturning, and damage to building from vibrations/cave-ins from construction activities. The EIC must ensure that the Contractor does not adopt any shortcut in this regard.

31.26 Obligations relating to Site, Environmental Laws, and Third Parties: The Contractor has obligations regarding safety and security of the site used by him. He has to comply with laws relating to environment at the site. He also is liable for any injury/ damage to third party personnel and properties as a result of his activities at the site.

31.27 Safeguards for Handing over Procuring Entity Materials/Equipment to Contractors: For performance of certain contracts, Procuring Entity may have to loan stores, drawings, documents, equipment, and assets (such as accommodation, identity cards and gate passes, and so on) to the contractor. In certain situations, the contractor may also be supplied electricity, water, cranes, and weighing facilities on payment/hire basis. Whenever stores or prototypes or sub-assemblies are required to be issued to the firm/contractor for guidance in fabrication, these should be issued against an appropriate bank guarantee. In addition to the bank guarantee, appropriate insurance may be asked for if it is considered necessary. For low value items of less than Rs. 1,00,000 (Rupees One Lakh), or for sending spares for repairs to the OEMs, this stipulation of the bank guarantee may be waived and, if feasible, an indemnity bond may be taken. The Contractor shall use such property for the execution of the contract and no other purpose whatsoever. These assets shall remain the property of the Procuring Entity, and the contractor shall take all reasonable care of all such assets. The contractor shall be responsible for all damage or loss from whatever cause caused while such assets are possessed or controlled by the contractor, staff, workers, or agents. As a measure of transparency, the possibility of provision of such resources by Procuring Entity should have been announced in the tender document or at least requested by the contractor in the tender and written in the contract. Before the final payment or release of PBG/SD, a certificate may be taken from the concerned Department that the contractor has returned all documents, drawings, protective gear, material, equipment, facilities, and assets loaned, including all ID cards and gate passes, and so on, in good condition. Further, it should be certified that payment from the contractor has been received for usage of electricity, water, crane, accommodation, weighing facility, and so on.

31.28 Indemnifying Procuring Entity regarding Intellectual Property (IPR): All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and remain the property of the Procuring Entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity’s prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The contractor shall indemnify the Procuring Entity against any breach of third party’s IPR. The Contractor (and its allied firms) shall maintain confidentiality and secrecy of Procuring Entity’s information provided to it (or that it comes across during execution of Contract).

31.29 The Bidder shall ensure that all products, services, platforms, infrastructure, and other deliverables under contract must comply with applicable accessibility standards and guidelines as notified under the Rights of Persons with Disabilities Act, 2016, and the Rights of Persons with Disabilities Rules, 2017 as amended, including but not limited to:

a) Harmonised Guidelines and Standards for Universal Accessibility in India, issued by Ministry of Housing and Urban Affairs.

b) IS 17802 (Part 1):2021 -Accessibility for ICT Products and Services Part I: Requirements; and IS 17802 (Part 2): 2022 -Accessibility for ICT Products and Services Part 2: Determination of Conformance issued by the Bureau of Indian Standards; and

c) Any other relevant guidelines, notifications, or instructions time to time by Department of Empowerment of Persons with Ministry of Social Justice and Empowerment, Government of India.

## 32. CODE REQUIREMENTS

The erection requirements and procedures to be followed during the installation of the equipment shall be in accordance with the relevant Indian Standard codes of practice or in their absence appropriate International Standard, Indian Boiler Regulations. ASME codes and accepted good engineering practice, the Engineer-in-Charge's drawings and other applicable Indian recognised codes and the laws and regulations of the Government of India.

## 33. FOUNDATION DRESSING AND GROUTING

33.1 The surfaces of foundations shall be dressed to bring the top surface of the foundations to the required level, prior to placement of equipment/equipment bases on the foundations.

33.2 All the equipment bases and structural steel base plates shall be grouted and finished as per these specifications unless otherwise recommended by the equipment manufacturer.

33.3 The concrete foundation surfaces shall be properly prepared by chipping, grinding as required to bring the type of such foundation to the required level, to provide the necessary roughness for bondage and to assure enough bearing strength. All laitance and surface film shall be removed and cleaned.

## 33.4 GROUTING MIX

The grouting mixtures shall be composed of Portland cement, sand and water. The Portland cement to be used shall conform to ISI No. 269 or equivalent, sand shall conform to ISI No.383/2386 or equivalent. The grout proportions for flat based where the grouting space does not exceed 35 mm shall be 50 Kg bag of cement to 75 Kg of sand. Only the required quantity of water shall be added so as to make the mix quaky and flowable and the mix shall not show excess water on top when it is being puddled in place. For thicker grout beds upto 65 mm, the amount of sand shall be increased to 105 Kg per bag of cement. Bases which are hollow and are to be filed full of grouting shall be filled to a level of 25 mm above the outside rim with a mortar mix in the volumetric proportions of one bag of cement and 1.5 bags sand and 1.5 part 6 mm granite gravel. An acceptable plasticiser may be added to the grout mixes in a proportion recommended by the plasticisers manufacturer. All such grouts shall be thoroughly mixed for not less than five minutes in an approved mechanical mixer and shall be used immediately after mixing.

## 33.5 PLACING OF GROUT

33.5.1 After the base has been prepared, its alignment and level has been checked and approved and before actually placing the grout a low dam shall be set around the base at a distance that will permit pouring and manipulation of the grout. The height of such dam shall be at least 25 mm above the bottom of the base. Suitable size and number of chains shall be introduced under the base before placing the grout, so that such chains can be moved back and forth to push the grout into every part of the space under the base.

33.5.2 The grout shall be poured either through grout holes if provided or shall be poured at one side or at two adjacent sides giving it a pressure head to make the grout move in a solid mass under the base and out in the opposite side. Pouring shall be continued until the entire space below the base is thoroughly filled and the grout stands at least 25 mm higher all around than the bottom of the base. Enough care should be taken to avoid any air or water pockets beneath the bases.

## 33.6 FINISHING OF THE EDGES OF THE GROUT

The poured grout should be allowed to stand undisturbed until it is well set. Immediately thereafter, the dam shall be removed and grout which extends beyond the edges of the structural or equipment base plates shall be out off flush and removed. The edges of the grout shall then be pointed and finished with 1:2 cement mortar pressed firmly to bond with the body of the grout and smoothed with a tool to present a smooth vertical surface. The work shall be done in a clean and scientific manner and the adjacent floor spaces, exposed edges of the foundations, and structural steel and equipment base plates shall be thoroughly cleaned of any spillage of the grout.

33.7 CHECKING OF EQUIPMENT AFTER GROUTING

After the grout is set and cured, the contractor shall check and verify the alignment of equipment, alignment of shafts of rotating machinery, the slopes of all bearing pedestals, centring of rotors with respect to their sealing bores, couplings, etc. as applicable and the like items to ensure that no displacement had taken place during grouting. The values recorded prior to grouting shall be used during such post grouting check-up and verifications. Such pre and post grout records of alignment details shall be maintained by the contractor in a manner acceptable to the Engineer-in-Charge.

## 34. SHAFT ALIGNMENTS

All the shafts of rotating equipment shall be properly aligned to those of the matching equipment to as perfect an accuracy as practicable. The equipment shall be free from excessive vibration so as to avoid over-heating of bearings or other conditions which may tend to shorten the life of the equipment. All bearings, shafts and other rotating parts shall be thoroughly cleaned and suitably lubricated before starting.

## 35. DOWELING

All the motors and other equipment shall be suitably doweled after alignment of shafts with tapered machined dowels as per the direction of the Engineer-in-Charge.

## 36. CHECK OUT OF CONTROL SYSTEMS / POWER SUPPLY

After completion of wiring, cabling furnished under separate specifications and laid and terminated by the owner, the contractor shall check out the operation of all control systems for the equipment furnished and installed under these specifications and documents. The contractor shall get the drawings pertaining to the control system, power supply etc. approved from Directorate General of Mine Safety (DGMS) or any other appropriate authority as necessary, wherever required as per the rules and regulations of the of Indian Mines Act governed by D.G.M.S.

## 37. COMMISSIONING SPARES

The contractor shall make arrangement for an adequate inventory at site of necessary commissioning spares prior to commissioning of the equipment furnished and erected so that any damage or loss during this commissioning activities necessitating the requirements of spares will not come in the way of timely completion of the works under the contract.

## 38. CABLING

38.1 All cables shall be supported by conduits or cable tray run in air or in cable channels. These shall be installed in exposed runs parallel or perpendicular to dominant surfaces with right angle turn made of symmetrical bends or fittings. When cables are run on cable trays, they shall be clamped at a minimum interval of 2000 mm or otherwise as directed by the Engineer-in-Charge.

38.2 Each cable, whether power or control , shall be provided with a metallic or plastic of an approved type, bearing a cable reference number indicated in the cable and conduit list (prepared by the contractor), at every 5 metre run or part there of and at both ends or the cable adjacent to the terminations. Cable routing is to be done in such a way that cables are accessible for any maintenance and for easy identification.

38.3 Sharp bending and kinking of cables shall be avoided. The minimum radii for PVC insulated cables 1100 V grade shall be 15D, where D is the over all diameter of the cable. Installation of other cables like high voltage, coaxial, screened, compensating, mineral insulated shall be in accordance with the cable manufacturer's recommendations. Wherever cables cross roads and water, oil, sewage or gas lines, special care should be taken for the protection of the cables in designing the cable channels.

38.4 In each cable run some extra length shall be kept at a suitable point to enable one to two straight through joints to be made should the cable develop fault at a later date.

38.5 Control cable terminations shall be made in accordance with wiring diagrams, using identifying codes subject to Engineer-in-Charge's approval. Multicore control cable jackets shall be removed as required to train and terminate the conductors. The cable jacket shall be left on the cable, as far as possible, to the point of the first conductor branch. The insulated conductors from which the jacket is removed shall be neatly twined in bundles and terminated. The bundles shall be firmly but not tightly tied utilising plastic or nylon ties or specially treated fungus protected cord made for this purpose. Control cable conductor insulation shall be securely and evenly cut.

38.6 The connectors for control cables shall be covered with a transparent insulating sleeve so as to prevent accidental contact with ground or adjacent terminals and shall preferably terminate Elmex terminals and washers. The insulating sleeve shall be fire resistant and shall be long enough to over-pass the conductor insulation. All control cables shall be fanned out and connection made to terminal blocks and test equipment for proper operation before cables are corded together.

## SECTION 7 – GENERAL GUIDELINES FOR EPC/TURNKEY PROJECTS

(Not to be part of Tender Document)

### 1. Engineering, Procurement and Construction (EPC) Contracts:

i) The Engineering, Procurement and Construction (EPC) (also called 'Design & Build' Contracts) approach relies on assigning the responsibility for investigations, design and construction to the contractor for a lump sum price determined through competitive bidding. The objective is to ensure implementation of the project to specified standards with a fair degree of certainty relating to costs and time while transferring the construction risks to the contractor.

ii) Unlike the normal practice of construction specifications, the technical parameters in the EPC Agreement are based mainly on output specifications / performance standards. Procuring Entity specifies only the core requirements of design and construction of the project that have a bearing on the quality durability, reliability, maintainability and safety of assets and enough room is left for the contractor to add value. The Contractor has full freedom to design and plan the construction schedule using best practices to achieve quality, durability, reliability, maintainability, and safety as specified along with efficiency and economy. Projects risks such as soil conditions and weather or commercial and technical risks relating to design and construction are assigned to the Contractor. The Procuring Entity bears the risk for any delays in handing over the land, approvals from local authorities, environment clearances, shifting of utilities and approvals in respect of engineering plans.

~~iii)~~ Selection of the contractor is based on open competitive bidding. All project parameters such as the contract period, price adjustments and technical parameters are to be clearly stated upfront, and short-listed bidders are required to specify only the lump sum price for the project. The bidder who seeks the lowest payment is awarded the contract. The contract value is subject to adjustment on account of price variation during the contract period as per a specified formula.

~~iv)~~ The selected Contractor carries out survey and investigations and also develops designs and drawings in conformity with the specifications and standards laid down in the Agreement. Procuring Entity's engineer (also called owner's engineer) reviews the design and drawings to ensure that these conform to the scope of the project, design standards and specifications. Any comments by the Procuring Entity on the design proposals submitted by the contractor are to be communicated in totality once in a time-bound manner as indicated in the schedule.

v) The Contractor is liable to pay Liquidated Damages for each week or part of the week of delay beyond the specified date of completion, subject to the total amount of Damages not exceeding 10 (ten) per cent of the Contract Value. However, the

Contractor is entitled to time extension arising out of delays on account of change of scope and force majeure or delays caused by or attributable to the Procuring Entity.

vi) **Incentives/ Bonus:** Provision of incentives for completion of work before schedule should be sparingly made after careful assessment of tangible benefits therefrom and disclosed in the tender documents in clear monetary terms with approval of Estimate Approving Authority.

Incentives/ Bonus of one percent of the contract value per month subject to a maximum of five percent of contract value, for early completion be built into the contract very judiciously. To avail the incentive clause, it shall be mandatory on the part of the contractor to report the actual date of completion to the concerned Engineer-in-charge. The Engineer-in-charge shall report the actual date of completion of the works as soon as possible so that the report is received within seven days of such completion by the concerned CA. The completion of work shall mean here satisfactory completion of work without any defects to the satisfaction of EIC. The payment of incentives/ bonus shall be done after the completion of defect liability period (DLP).

**[*Note:*** *This clause shall be applicable for Original Works (valuing not less than Rs.100 crore including GST) only.]*

vii) Monitoring and supervision of construction are undertaken through Procuring Entity's engineer / SQC Consultant, (a qualified firm that will be selected through a transparent process) acting as a single window for coordination with the contractor.

viii) Each item of work is further sub-divided into stages and payment based on output specifications and performance standard is to be made for each completed stage of work. Defects liability period of Five years may be specified in the Agreement in order to provide additional comfort to the Procuring Entity.

ix) The selected Procuring Entity's Engineer (Consultant) has to have good experience in design, project supervision and works management. The Procuring Entity organisation must have an experienced team to super check the quality of supervision exercised by the owner's engineer, including quality of design review, site supervision, quality audits, etc. Periodic audits of the Procuring Entity's Engineer functioning are desirable in ensuring that the Procuring Entity's Engineer carries out his tasks professionally.

x) In complex projects, a third-party consultant be deployed for specific tasks like design audit, quality audits, safety audits, etc., to cross-check the Procuring Entity's Engineer's diligence in the process.

xi) In EPC contracts, since primary responsibility to execute the work lies with the EPC contractor, success of the project also depends upon the quality of the tender document wherein enough clarity on the broad framework for execution of the work and the obligations of the contractor needs to be built in.

xii) Milestones for payment to the contractor should be fixed in a manner that facilitates smooth cash flow for the contractor as well as for progress of the work. Milestones fixed should avoid excessive front loading or back loading, i.e., amount of payment should be commensurate with stage-wise quantum of work/ cost incurred. Milestones for payment to the contractor should also be linked with the deliverables.

xiii) In case of EPC contracts, only general arrangement drawings and architectural control parameters should be part of the EPC tender document. In case of EPC contracts, timelines for submission of drawings by the contractors and approval thereof by the competent authority should be clearly prescribed in the tender document, wherein, damages for non-adherence of such timelines in this regard may also be incorporated.

xiv) EPC contracts shall specify broad technical specification and key output parameters. Over-specification of design may lead to increase in cost. Technical specifications shall be framed in such a manner to allow sufficient freedom to the contractor to optimize design. Provisions on the following should be included in commercial conditions:

a) Limitation of liability for procuring entity as well as contractor.
b) Deviation limits and procedure for change of scope.
c) Contract closing timelines and procedure to ensure timely closing of contract.
d) Performance parameters and liquidated damages for shortfall in performance
e) Risk matrix and responsibilities of the contractor and the procuring entity.

xv) In addition, a latent defect period beyond the defect liability period may be included to protect the procuring entity and public authority interest in case of any design/ engineering defect after the defect liability period is over, wherever appropriate.

xvi) To mitigate the risk involved in the methodology proposed by the contractor, the project executive authority shall either have an in-house engineering, quality assurance and project management expert or alternatively hire an experienced engineer to intensively examine the proposal submitted by the contractor. Project executing authorities are to ensure that optimal technological solutions are provided by the contractor.

xvii) In order to control the quality of work, a Quality Assurance Cell shall be formed in every work centre comprising of multi- disciplinary professionals/ engineers to cover all types of works, such as civil, mechanical, electrical etc.

xviii) To ensure quality, regular inspection and quality checks must be carried out. The Project, executing authority shall carry out stage inspections in manufacturing of critical equipment/critical activities of the project.

2. **Project Management Team:**

A competent Project Management Team may be set up including training on Project Management to the team, if required.

a) **Monitoring System:** A system of project monitoring for each work shall be prepared before start of the work and same shall be available at site of work. 'Deadlines' or 'contractual milestones' should be set up and tabulated to facilitate monitoring of the progress of work. The work shall be monitored quarterly/ monthly / fortnightly basis by the Project Monitoring Team and a status report should be submitted to the HoD of the concerned Department.

All complex assignments require the use of proper project management tools that enable the contract management team (procuring entity, engineer, project manager, etc.) to collaboratively monitor the actual; physical and financial progress of the contract against the planned physical and financial schedule. The contract may also specify that the contractor engage certified project management professionals to train and monitor project progress (e.g.: PMI certified engineers). There are many project management tools and software programmes that are extremely useful for the contract management team.

b) **Progress Reporting & Review:** There should be a stipulation in the contract for large value works (magnitude to be specified), for the contractor to submit project specific monthly progress report of the work in a computerized form (Management Information System Reports– MIS reports). The progress report shall contain the following apart from whatever else may be required to be specified:

i) Project information, giving the broad features of the contract.

ii) Introduction, giving a brief scope of the work under the contract and the broad structural or other details.

iii) Construction schedule of the various components of the work, through a bar chart for the next three quarters for as may be specified, showing the milestones, targeted tasks and up to date progress.

iv) Progress chart of the various components of the work that are planned and achieved, for the month as well as cumulative up to the month, with reasons for deviations, if any, in a tabular format.

v) Plant and machinery statement, indicating those deployed in the work, and their working status.

vi) Man-power statement, indicating individually the names of all the staff deployed in the work along with their designations.

vii) Financial statement, indicating the broad details of all the running account payments received up to date, such as gross value of work done, advances taken, recoveries effected, amounts withheld, net payments, details of cheque payments received, etc.

viii) A statement showing the extra and substituted items submitted by the contractor, and the payments received against them, broad details of the bank Guarantees, indicating clearly their validity periods, broad details of the insurance policies taken by the contractor, if any, the advances received and adjusted from the department, etc.

ix) Progress photographs, in colour, of the various items/ components of the work done up to date, to indicate visually the actual progress of the work.

x) Quality assurance and quality control tests conducted during the month, with the results thereof.

xi) Any hold-up shall be specified.

xii) Monthly or fortnightly progress review by engineer and Procuring Entity with contractor may be necessary to ensure that contractor deploys sufficient resources to meet the deadlines.

c) **Financial Monitoring:** Besides administering the contract with regard to its quality and completion, the engineer will regularly assess the financial position and exercise financial control. He will update, on a quarterly / monthly / fortnightly basis, cash flow projections, cost estimates and yearly/ quarterly milestones, and submit them to the Procuring Entity. Variations should take place with a view to achieving economical completion of the work, and not to result in avoidable higher rates or costs. In case of a significant number of variation orders or unexpectedly rapid cost escalation, updation may be done more frequently. The financial statements should bring out comparisons of the initial estimated/ tendered cost with the actual cost – component and activity-wise, both with respect of quantities and value. The Procuring Entity should examine these statements critically. If costs are likely to be exceeded, this should be anticipated, and a revised estimate of cost prepared, with complete explanations, for approval by the CA.

**d) Commissioning and Documentation:**

1. When the work has been executed, the assets created shall be commissioned. Reasonable advance information of completion of work should be given to the concerned Department. CIL/Subsidiary shall carry out detailed inspection of the commissioned project to ensure that no deficiencies are there before commencement of Operation & Maintenance of the plant. “As built” drawings of the work shall be got prepared through the contractor or otherwise to facilitate proper maintenance of the assets, additions to the assets at subsequent dates etc. and to form part of the records of the Department.

2. The Contractor/ PWO/ PSU would be responsible for obtaining Completion/ Occupancy Certificates / Clearances and No-Objection-Certificates (NOCs), if applicable, from the local civic authorities, for completed Work and Facilities before handing over the same to ‘Procuring Entity’ for putting them to functional use.

3. Before the completed work is taken over by the CIL/Subsidiary, it must ensure that the Contractor restores to original status - the auxiliary services/ facilities (Roads, Sewerage, utilities, including removal of garbage and debris) affected during the construction process.

4. The Contractor/ PWO/ PSU shall hand over to CIL/Subsidiary the Department concerned or its Authorized Representative completed Work including all Services and Facilities constructed in accordance with the Approved Plans, Specifications fulfilling all agreed techno-functional requirements along with Inventory, As built - Drawings, Maintenance Manual/ Standard Operating Procedure (SOP) for Equipments and Plants, all clearances /Certificates from Statutory Authorities, Local Bodies etc. as directed by EIC.

5. On completion of the work, a Project Completion Report (PCR) shall be submitted by The Contractor/ PWO/ PSU duly bringing out the Final Project Completion Cost, Total Time period taken to complete the work and also completed Project Components as against the approved Cost, Time and Project Components. The PCR shall be submitted along with Final Project Accounts including return of unspent balance amount to the CIL/Subsidiary within one month of settlement of final bills of the contractors/ other agencies deployed on the work.

6. Record keeping should be created at every work centre to facilitate proper stacking of records pertaining to the completed works. The records should be preserved in such a manner that the same can be retrieved whenever required.

**e) Closure of Contract:**

1. **Completion of Contract:**

The contract is not to be treated as completed until the completion of the Defect Liability Period. There will be only one DLC. It will be issued when the contractor has completed all his obligations under the contract. While making the final payment to the contractor and before releasing the PBG, it should be ensured that there is nothing outstanding from the contractor, because it would be difficult to retrieve such amounts after releasing the bank guarantee/ final payment. Before the bank guarantee is released a "no claim certificate" may be taken from the contractor as per the format given in Annexure-XIII. At least in large contracts (above Rs. 25 (twenty-five) lakh), it should be ensured that before the release of the bank guarantee (final payment, if there is no bank guarantee), the following reconciliations should be done across departments involved in the execution of the contract:

A) **Material and Works Reconciliation:** The CIL/Subsidiary should confirm that all Works ordered in the contract and paid for have been taken over in good condition and there is no shortcoming. Full reconciliation of all materials, machinery and assets provided to the contractor should be done including wastages and return of scrap/ off-cuts.

B) **Reconciliation with the User Department:** Besides Works reconciliation, the user department should certify in writing that the following activities (wherever applicable) have been completed by the contractor, to the department's satisfaction, as per the contract:

i) Achievement of performance standards of Work;

ii) Installation and commissioning, if any;

iii) Support service during the Defect Liability Period which has ended on ______;

iv) As Made Drawings;

v) Return of all ID cards, gate passes, documents, drawings, protective gear, material, equipment, facilities and assets loaned to contractor.

C) **Payment Reconciliation:** The CIL/Subsidiary may reconcile payments made to the contractor to ensure that there is no liability outstanding against the contractor on account of:

i) Liquidated Damages;

ii) Price reduction enforced on account of shortfall in standards of Work;

iii) Variations/ deviations from the scope of the contract;

iv) Overpayments/ duplicate payments, if any;

v) Services availed from Procuring Entity and vacation thereof such as accommodation, electricity, water, security, transport, cranes and other machinery, and so on,

vi) Demurrage, insurance premiums or claims, and so on;

vii) Works reconciliation;

viii) Price variations;

ix) Statutory duties paid on behalf of the contractor by Procuring Entity; and on satisfactory reconciliation and against a "no claim certificate" from the contractor, the bank guarantee may be released and its acknowledgement taken from the contractor.

## 3. Project Management:

3.1 The quality of project works significantly depends on supervision and monitoring. For completion of the projects within the stipulated time and cost and with specified quality standards, periodical review should be done by various levels of the officers.

3.2 Information Technology (IT) enabled project management systems can help in improving efficiency, transparency and aid faster decision making in execution of projects. These systems may be used for maintenance of records for the progress of work (including hindrance register), variations, etc., wherein reasons for delays are also to be captured on real time basis. Such systems may be used for capturing progress and quality of work, site records/ photographs/videos etc. Including geo tagging.

3.3 Wherever applicable, the role of the Project Management Consultant (PMC) / Supervision and Quality Control (SQC) Consultant should be clearly defined in the contracts. Deployment of the PMC does not absolve the project executing authority of the responsibility to supervise the quality and timelines of the project.

3.4 The credentials and deployment schedule of key and other technical personnel to be engaged by PMC / SQC on the work should be taken along with the bid. During execution, adherence to deployment of key and other technical personnel as per the schedule of deployment should be ensured.

3.5 Execution of the work shall primarily be the responsibility of the officials designated with such responsibility. However, for large contracts senior officers shall also review the progress and quality of the work at various stages of construction. To this effect, presentations on the project performance may be made periodically before the senior officers depending upon the value of the project and progress of the project vis-à-vis schedule. Project executing authorities should put in place detailed instructions in this regard.

3.6 Project executing authorities should put in place a system for capturing the photographs and videos of important and critical activities of construction. This may be implemented in projects above a threshold value or, if possible, In all projects. Such photos/ videos may be uploaded in IT based project monitoring system to facilitate monitoring the progress and quality of work as well as assessment of delay in execution of work by stakeholders and senior management. Apart from this, photographs and videos may serve as permanent record of the project for posterity in case needed for any eventuality including litigation or enquiry/investigation.

3.7 **Delay in taking timely decisions:** Delay in decision making by the officials of the project executing authority on various changes in the project scheme arising out of emerging situations during execution of the work is also one of the contributors to the delay in completion of projects. Sometimes timely decisions on these changes are so crucial that the next step could only be taken after addressing the change. Delay in decisions by the project executing authority can also lead to litigation due to inadequate utilization/ idling of resources of the contractor. There is frequently a feeling among officials that Indecision is safe while a decision may lead to adverse consequences for the decision maker. Therefore, there is a need for project executing authorities to put in place a system of resolution of the issues coupled with timelines for various levels to take decisions.

Project executing authorities may review the flow chart of decision making and remove redundancies for faster decision making. They may also fix timelines for taking decisions on variations, extra items and changes in scope and specifications, etc. to avoid delay and litigation arising out of delayed decisions.

3.8 **Awarding of works in stalled contracts:** It is noted that in cases, where a contractor abandons or stops the work mid-way, either due to insolvency or a dispute or other reason, engagement of the new contractor takes considerable time and in the meanwhile public money is locked up in assets which cannot be utilized, apart from inconvenience and loss of amenities to the general public due to such half completed works. Notwithstanding anything in the GFR or the DoE Manual for Procurement of Works, procuring entities should devise methods (including limited/ single tenders) to deal with part-completed contracts, wherever the work is abandoned by the contractor mid-way. However, for issuance of limited/ single tenders in such cases, at least 20%, of work should have been billed by the contractor who has abandoned the work. Procurement approval of such limited/ single tender should be at the next higher level or such level as may be prescribed.

**METHODOLOGY FOR STALLED / ABANDONED / POOR PERFORMING CONTRACTS:**

If the financial progress of the EPC contract is more than 20% and work has been stalled / abandoned by the contractor or the cumulative financial progress of the contract (including the submitted bills) is less than half of the stipulated cumulative financial progress as per PERT on account of fault of contractor, then the owner reserves the right to cancel the contract by giving 15 days notice to the contractor and new tender for the balance work may be done through Special Limited Tender Enquiry (SLTE) / Nomination, as per the availability of the firms.

The bidders for Special Limited Tender Enquiry (SLTE) / Nomination are to be selected from the bidders fulfilling following requisite criteria:

a. Successfully commissioned the project of similar nature as defined in the terminated contract /NIT in CIL / Subsidiary in last 10 years:

Single work of at least 40% of estimated cost of the terminated contract
OR
Two works of at least 25% each of estimated cost of the terminated contract
OR
Three works of at least 20% each of estimated cost of the terminated contract.

b. Net-worth of at least 15% of ECV of the terminated contract.

c. The bidder should not have been banned / debarred by the CIL / Subsidiary in the last 10 years.

NOTE:
1. In case of CHP tenders, it is advised that list of such bidders shall be maintained at subsidiary levels for each subsidiary and should be provided to the other subsidiary in case of any requirement.
2. The requisite documents to be taken from the bidder for fulfillment of Net-worth criteria shall be as per CMM: Chapter 2.
3. In case the similar nature work was commissioned by the bidder as a JV firm then the individual partners as per their applicable shares or the JV with fresh JV agreement may participate in the subsequent tendering process.

Tendering is to be done in 02 cover system on www.coalindiatenders.nic.in

Cover I shall comprise of:

- EMD
- Letter of Bid / Undertaking / Integrity Pact through GTE
- Undertakings for relatives, genuineness, MII provisions, Banning etc.
- Documents in support of Legal Status and Authorization for submission of bid as per the relevant Legal Status.
- Net worth Certificate as per NIT
- PAN
- GST

Cover II: Price Bid

Bidders should get minimum 10 x 24 hours to submit the bid.

Shortfall documents, if any, can be sought from the bidder giving them 02 days time. Other modalities of bidding are to be devised as per the existing bid submission

Other parameters viz. Technical Scope of the Balance Work, Estimated Cost for the Balance Work, Time period, Responsibility of Defect Liability Period, Special Conditions of Contract etc. may be decided based on the Pre-NIT done with the prospective bidders. In case Pre-NIT has been done then Pre-Bid Meeting shall not be required.

3.9 **Quality-cum-Cost based Selection (QCBS) / Limited Tender Enquiry (LTE) / Global Tender Enquiry (GTE) / Nomination:**

If the CIL / Subsidiary desires to do the tendering of EPC Contracts in the mode of QCBS / LTE / GTE / Nomination, then the directives and guidelines as per updated MCEW / DOE Manual of Procurement of Works'2025 as amended / updated from time to time needs to be followed for procurement in the desired mode.

## SECTION 8 – GUIDELINES ON DEBARMENT OF FIRMS FROM BIDDING

CIL and its Subsidiary Companies shall follow the following guidelines for effecting 'Debarment of firms from Bidding' with a bidder/ contracting entity in respect of Works and Services Contracts.

1. Observance of Principle of Natural Justice before debarment of firm from Bidding. The bidder/contractor shall not be debarred unless such bidder/contractor has been given a reasonable opportunity **in the form of Show Cause Notice (SCN) for a minimum period of 15 days** to represent against such debarment (including personal hearing, if requested by the bidder/contractor).

2. The terms 'banning of firm', 'Suspension', 'Blacklisting' etc. convey the same meaning as of 'Debarment'.

3. The order of debarment shall indicate the reason(s) in brief that lead to debarment of the firm.

4. The bidder/ contracting entity along with his allied firm, if applicable shall be debarred in the following circumstances: -

    i) Withdrawal of Bid as per relevant provisions of tender document.

    ii) If L-1 Bidder fails to submit PSD, if any and/or fails to execute the contract within stipulated period.

    iii) If L-1 Bidder fails to start the work on scheduled time.

    iv) In case of failure to execute the work as per mutually agreed work schedule.

    v) Continued and repeated failure to meet contractual Obligations:

        a) In case of partial failure on performance, agency shall be debarred from future participation in tenders keeping his present contract alive.

        b) On termination of contract.

vi) Willful suppression of facts or furnishing of wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means.

vii) Formation of price cartels with other contractors with a view to artificially hiking the price.

viii) The contractor fails to maintain/repair/redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.

ix) Contractor fails to use Mobilisation advance (if any) given to him for the purpose it was intended.

x) Contractor fails to renew the securities deposited to the department.

xi) The contractor fails to rectify any lapse(s) in quality of the work done within defect liability period.

xii) Transgression of any clause(s) relating to Contractor's obligation defined in the Integrity Pact wherever such Pact exists.

xiii) Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.

xiv) If it is determined that the bidder has breached the Code of Integrity for Public Procurement (CIPP) as provided in the tender document.

xv) False declaration (say, category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local) w.r.t Make in India Order.

xvi) In case of supply of sub-standard materials, sub-standard quality of work, non-execution of work, non-supply of materials, failure to abide by bid securing declaration (if any) etc.

xvii) In case of price cartel, matter shall be reported to the Competition Commission and requesting, interalia, to take suitable strong actions against such firms.

xviii) Violation of One Bid per Bidder.

5. Such ‘Debarment’, if any when effected, shall be with prospective effect only. The effect of ‘Debarment’ shall be for future tenders from the date of issue of such Order. No contract of any kind whatsoever shall be placed to debarred firm, including its allied firms after the issue of a debarment order by DoE/MoC/CIL/Subsidiary Company (as applicable) if such debarment has been done before the last date of bid submission . Even in the case of risk purchase, no contract should be placed on such debarred firms.

   In case, any debarred firms have submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security/ EMD submitted by such debarred firms shall be returned to them.

   The contracts concluded i.e. issue of LOA/issue of work order, before the issue of the debarment order shall not be affected by the debarment orders.

6. In case CIL is of the view that a particular firm should be banned across all the Ministries/ Departments by debarring the firm from taking part in any bidding procedure floated by the Central Government Ministries/ Departments, CIL may refer the case to MoC with the approval of Chairman, CIL for referring the case to DoE with a self-contained note setting out all the facts of the case and the justification for the proposed debarment, along with all the relevant papers and documents.

   This shall be done only in those case where debarment has been done across CIL and its Subsidiaries.

7. The debarment shall be for a minimum period of one year and shall be effective for the concerned Subsidiary for the tenders invited at Subsidiary level. Similarly, in case of tenders of CIL HQ, debarment shall be for CIL HQ. However, if such ‘Debarment has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required. The period of debarment shall not exceed 02(Two) years. In case of clause (4)(vi) above, period of debarment shall be 02(Two) years.

8. Once a contracting entity is debarred, it shall be extended to the constituents including allied firms of that entity, i.e., all partners (jointly and severally) in case of Joint Venture, all the partners (jointly and severally) in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm. The names of partners should be clearly specified in the Debarment Order. If such debarred owner/Proprietor/ Partner make/form different Firms/entity and attempts to participate in tenders, the same will not be entertained during the currency of such debarment. In case the contracting entity being debarred is a company then only the Company shall be debarred.

**Note:** 'Company' means a company incorporated under company's Act 2013 or under any previous company law.

9. The above 'Debarment shall be in addition to other penal provisions of NIT/Contract document.

10. Debarment in any manner does not impact any other contractual or other legal rights of CIL and/or its Subsidiaries.

11. In case of shortage of firms (less than three eligible firms) in a particular group, such debarments may also hurt the interest of CIL and/or its Subsidiaries. In such cases, endeavour should be to pragmatically analyse the circumstances, try to reforms the firm and may get a written commitment from the firm that its performance will improve.

12. **Approving Authority:** The 'Debarment of a contracting entity shall be done with the approval of the Competent Authority as per the details below:

    a) In case the Accepting Authority of the work is Board or CFDs or CMD of CIL/Subsidiary Company, then the Competent Authority for debarring shall be CMD of CIL/Subsidiary Company.

    b) In case the Accepting Authority of the work is up to the level of Director of CIL/Subsidiary Company, then the Competent Authority for debarment shall be Director of CIL/Subsidiary Company.

13. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that period and it shall not be necessary to issue a specific formal order of revocation.

    A debarment order may be revoked before the expiry of the Order, by the competent authority, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.

14. Appellate Authority for debarment orders shall be CMD of CIL/ Subsidiary Company. In case the debarment is done with the approval of CMD of the Subsidiary Company then Chairman, CIL shall be Appellate Authority. The appellate authority in case debarment is done with approval of Chairman CIL, shall be CFD of CIL.

15. Any change on the above may be done with approval of CFDs of CIL.

16. All the orders of debarment or orders passed in appeal shall be marked to GM(CMC) / Civil / concerned HODs of CIL/Subsidiary Company/Nodal officers of CIL or Subsidiaries. Nodal officers of CIL of subsidiaries shall maintain the master data of such debarred firms which shall be made available in the public domain (i.e., on the website of CIPP Portal/CIL/Subsidiaries/e-procurement cell etc.). Efforts shall be made by the concerned Department so that such order is linked to e tender portal of Coal India Limited.

# ANNEXURES

## ANNEXURE – I (INTEGRITY PACT)

**Between**

(the Procuring Organisation) hereinafter referred to as "The Principal," and ___________________ hereinafter referred to as "The Bidder/ Contractor."

**Preamble**

The Principal intends to award contract/s for___________________(Name of Work), under laid down organisational procedures, The Principal values full compliance with all relevant laws of the land, rules, regulations, economical use of resources, and fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

To achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the above-mentioned principles.

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

**Section 1 – Commitments of the Principal:**

1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

   a. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

   b. The Principal shall treat all Bidder(s) with equity and reason during the tender process. The Principal shall, in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

   c. The Principal shall exclude from the process all known prejudiced persons having conflict of interest.

2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Bhartiya Nyaya Sanhita (BNS) / Prevention of Corruption Act (PC Act), or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition shall initiate disciplinary proceedings.

**Section 2 - Commitments of the Bidder(s)/ Contractor(s):**

1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The Bidder(s) / Contractor(s) shall not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or other benefit which they are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s) / Contractor(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in violation of the Competition Act, 2002 (as amended from time to time). This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The Bidder(s)/ Contractor(s) shall not commit any offence under the relevant BNS / PC Act; further the Bidder(s) / Contractor(s) shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s) / Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Service Providers", shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative must be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Service Providers " is placed on Annex A hereto.

e. The Bidder(s) / Contractor(s) shall, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

**Section 3 - Disqualification from tender process and exclusion from future contracts:**

If the Bidder(s)/Contractor(s), before contract award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility into question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per laid down procedure to debar the Bidder(s)/Contractor(s) from participating in the future procurement processes of the respective company.

~~1) DELETED.~~

~~2) DELETED.~~

~~3) DELETED.~~

~~4) DELETED.~~

**Section 4 - Compensation for Damages:**

1) If the Principal has disqualified the Bidder(s) from the tender process before ~~prior to~~ the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages

of the Contract value excluding GST, as applicable or the amount equivalent to Performance Bank Guarantee.

**Section 5 - Previous transgression:**

1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

2) If the Bidder makes incorrect statement on this subject, the Principal shall act like para (2) of Section 4 above.

**Section 6 - Equal treatment of all Bidders / Contractors / Sub-Contractors:**

In case of Sub-contracting, the Principal Contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contracts(s).

1) The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.

2) The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7 – Criminal charges against violating Bidder(s)/Contractor(s)/Sub-Contractor(s):**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub-Contractor, or of an employee or a representative or an allied firm of a Bidder, Contractor or Sub-Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer of company.

**Section 8 - Independent External Monitor:**

1) The Principal shall appoint competent and credible Independent External Monitor(s) for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2) The Monitor is not subject to instructions by the parties' representatives and performs their functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It shall be obligatory for them to treat the information and documents of the Bidders/Contractors as confidential. They report to the Management of the Principal. He/ she reports to the CMD of respective ~~, Subsidiary~~ Company.

3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction, all Project documentation of the Principal, including that provided by the Contractor. Upon their request and demonstration of a valid interest, the Contractor shall also grant the Monitor unrestricted and unconditional access to their project documentation. The same applies to Sub-Contractors.

4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-Contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information ' and 'Absence of Conflict of Interest'. In case of any conflict of interest arising later, the IEM shall inform the Management of the Principal, CMD of respective, Company and recuse himself / herself from that case.

5) The Principal shall provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could impact the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, they shall inform the Management of the Principal and request the Management to discontinue or take corrective action, or other relevant action. The Monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.

7) The Monitor shall submit a written report to the Management of the Principal, CMD of respective, Company, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8) If the Monitor has reported to the Management of the Principal, CMD of respective ~~,~~ Company a substantiated suspicion of an offence under relevant BNS / PC Act, and the Management of the Principal, CMD of respective, Company has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9) The word 'Monitor' would include both singular and plural.

**Section 9 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualifying the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Management of the Principal CMD of Company.

**Section 10 - Other provisions**

1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the place from where the Tender/Contract is issued.

2) Changes, supplements, and termination notices must be submitted in writing. Side agreements have not been made.

3) If the Contractor is a Joint Venture (JV), this agreement must be signed by all JV members.

4) Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Agreement remains valid. In this case, the parties shall strive to come to an Agreement according to their original intentions.

5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact shall prevail.

~~**Section 11- DELETED**~~.

~~**Section 12- DELETED**~~.

**~~Section 13- DELETED~~.**

| | |
|---|---|
| (For & On behalf the Principal) | (For & On behalf of Bidder/ Contractor) |
| (Office Seal) | (Office Seal) |
| Place ___________ | |
| Date ____________ | |

## ANNEX-A TO INTEGRITY PACT – GUIDELINES FOR INDIAN AGENTS OF FOREIGN SERVICE PROVIDERS

1.1 There shall be compulsory registration of agents for all Global Tender Enquiries (GTE) and Limited Tender Enquiries (LTE). An agent not registered with the Procuring Entity shall apply for registration with them.

1.2 Registered agents shall file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the Principal to the agent before the placement of an order by the Procuring Entity.

1.3 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties, have stated that they are not paying any commission to the Indian agents, and the Indian representative is working based on salary or as a retainer, a written declaration to this effect should be submitted by the party (i.e., Principal) before finalising the Contract.

2.0 Disclosure of Particulars of Agents/ Representatives in India, if any.

2.1 Bidders of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorisation and authority given to commit the Principals. If the agent/representative is a foreign Company, it shall be confirmed whether it is a real functioning Company, and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Bidder that the commission/ remuneration, if any, payable to his agents/representatives in India, may be paid by the Procuring Entity in Indian Rupees only.

2.2 Bidders of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorising the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Bidder for himself.

2.2.3 Confirmation of the foreign principals of the Bidder that the commission/remuneration, if any, reserved for the Bidder in the quoted price (s) may be paid by the Procuring Entity in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 In either case, in the event of the contract materialising, the payment terms shall provide for payment of the commission /remuneration, if any, payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph - 2.0 above shall render the concerned bid liable to rejection or, in the event of a contract materialising, the same liable to termination by the Procuring Entity. Besides this, there would be a penalty of banning business dealings with the Procuring Entity or damage or payment of a named sum.

## ANNEXURE – II (PROFORMA OF JOINT VENTURE AGREEMENT)

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

This Joint Venture agreement is made on this ……………………..day of………………………………….

AMONGST/BETWEEN

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

Represented by Shri…………………………… (Name and Designation) of M/s………………..., who has power of Attorney to enter into Joint Venture with…………………………………...and sign all documents/ agreements on behalf of M/s……………… (hereinafter referred to as" ……………….")

AND

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

Represented by Shri……………………………(Name and Designation) of M/s………………..., who has power of Attorney to enter into Joint Venture with…………………………………...and sign all documents/agreements on behalf of M/s……………… (hereinafter referred to as"……………….").

AND

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

Represented by Shri……………………………(Name and Designation) of M/s………………..., who has power of Attorney to enter into Joint Venture with…………………………………...and sign all documents/agreements on behalf of M/s……………… (hereinafter referred to as"……………….").

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

WHEREAS M/s……………….and 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 Principal 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 "……………………………….." (here in after called the "Joint Venture").

b) The Head Office of the Joint Venture shall be located at……………………… and the site office will be located at the site of the Project.

c) All communication regarding the Project will be made to Sri…………… Telephone Nos………………………….

d) Neither of the parties of the Joint Venture shall be allowed to assign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture to any party including the existing partner of the Joint Venture.

e) The terms of the Joint Venture shall begin as on the date first set forth above and shall terminate on the earliest of the following dates.

   i) The Joint Venture fails to obtain qualification from the Procuring Entity.

   ii) The Contract for the Project is not awarded to the Joint Venture.

   iii) The Procuring Entity cancels the Project.

   iv) Either Party commits material breach of this Agreement and fails to cure such breach within the period designated by the non-defaulting Party.

v) Both parties agree to terminate this Agreement in writing.

vi) The Project is completed including defects liability period to the satisfaction of the Procuring Entity and all the parties complete any and all duties, liabilities and responsibilities under or in connection with the Contract and the Joint Venture agreement.

**2) LEAD PARTNER**

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

**3) REPRESENTATIVE OF THE PARTNERS OF THE JOINT VENTURE**

Each constituent party of the Joint Venture appoints the following personnel as the representative of the relevant party with full power of attorney from the Board of Directors of the concerned Company, or from the partners of the entity, or from the proprietor.

| JV Partner | Name | Position in the respective Company |
|---|---|---|
| M/s ______________ | ________________ | _____________________________ |
| M/s ______________ | ________________ | _____________________________ |
| M/s ______________ | ________________ | _____________________________ |

**4) PARTICIPATION SHARE & WORK RESPONSIBILITIES**

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

| | | |
|---|---|---|
| M/s………………………… | ………………… % | (…………….. percent) |
| M/s………………………… | ………………… % | (…………….. percent) |
| M/s………………………… | ………………… % | (…………….. percent) |

4.2 The Parties shall share the rights and obligations, risk, cost and expenses, working capitals, profits or losses or others arising out of or in relation to execution of the Project individually or collectively.

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

**5) JOINT AND SEVERAL LIABILITIES**

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

**6) WORKING CAPITAL**

During the execution of work/service, the requirement of Working Capital shall be met individually or collectively by the JV partners.

**7) BID SECURITY**

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

**8) PERSONNEL & EQUIPMENT**

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

## 9) NON-PERFORMANCE OF RESPONSIBILITY BY ANY PARTY OF JOINT VENTURE

a) As between themselves, each Party shall be fully responsible for the fulfilment 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-fulfilment of such obligations.

b) If any Party fails to perform its obligations described in this Agreement during the execution of the Project and to cure such breach within the period designated by the non-defaulting party, then the other party shall have the right to take up work, the interest and responsibilities of the defaulting party at the cost of the defaulting party.

c) Stepping into the shoes of the existing partner of Joint Venture with all the liabilities of the existing partner from the beginning of the contract with the prior approval of 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 Procuring Entity.

**12) TAXES**

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

**13) EXCLUSIVITY**

The Parties hereto agree and undertake that they shall not directly or indirectly either individually or with other party or parties take part in the Bid for the said Project. Each party further guarantees 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 where of the parties hereto have hereunder set their respective hands and seals the day, month, year first above written.

| | | |
|---|---|---|
| For …………………………… | For ………………………… | For ……………………… |
| Signature …………………… | Signature ………………… | Signature ……………… |
| (Name & Address) | (Name & Address) | (Name & Address) |
| (Official Seal) | (Official Seal) | (Official Seal) |
| Place ………………………… | Place ……………………… | Place …………………… |
| Date …………………………. | Date ……………………… | Date ……………………. |

## ANNEXURE – III (PROFORMA FOR CIPP)

## Code of Integrity for Public Procurement (CIPP)

### 1. Introduction

Public procurement is perceived to be prone to corruption and ethical risks. To mitigate this, the officials of Procuring Entities involved in procurement and the bidders/ contractors must abide by the following Code of Integrity for Public Procurement (CIPP). The bidders/ contractors should accept a declaration about abiding by a Code of Integrity for Public Procurement (including sub-contractors engaged by them) during submission of bid, with a warning that, in case of any transgression of this code, it would be liable for punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

### 2. Code of Integrity for Public Procurement

Procuring authorities as well as bidders, suppliers, contractors, consultants, and service providers, should observe the highest standard of ethics and should:

a) **not indulge** in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

i) **"Corrupt practice":** making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

ii) **"Fraudulent practice":** any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

iii) **"Anti-competitive practice":** any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

iv) **"Coercive practice":** any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process or affect the execution of a contract

v) **"Conflict of interest(COI)"**: any personal, financial, or business relationship between the bidder and any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;

vi) "**Undue Advantage**": improper use of information obtained by the bidder from the procuring entity with an intent to gain an unfair advantage in the procurement process or for personal gain. This also includes if the bidder (or his allied firm) provided services for the need assessment/ procurement planning of the tender process in which he is participating;

vii) **"Obstructive practice":** materially impede the procuring entity's investigation of a procurement process either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity's rights of audit or access to information;

**b) Obligations for Proactive disclosure,**

i) Procuring authorities as well as bidders, suppliers, contractors, consultants, and service providers, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declare any conflicts of interest as per sub-para-a)-v) above – pre-existing or as soon as these arise at any stage in any procurement process or execution of contract;

ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions with respect to the provisions of para 2 above with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity;

iii) ~~DELETED~~

iv) The bidder/contractor must disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution of the Contract. The information disclosed must include the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee in a format given in the Tender Document.

3. **Punitive Provisions:** Without prejudice to and in addition to the rights of the procuring entity to other penal provisions as per the bid documents or contract, if the procuring entity concludes that a (prospective) bidder/ contractor directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the procuring entity may take appropriate measures including one or more of the following:

i) If his bids are under consideration in any procurement

a. Forfeiture or encashment of bid security;

b. calling off of any pre-contract negotiations; and

c. rejection and exclusion of the bidder from the procurement process

ii) If a contract has already been awarded

a. Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;

b. Forfeiture and/ or encashment of any other security or bond relating to the procurement;

c. Recovery of payments made by the Procuring Entity along with interest thereon at the prevailing rate;

iii) Provisions in addition to above:

a. banning/ debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding two years and not less than six months;

b. In case of anti-competitive practices, information for further processing may be filed by the Competent Authority, with the Competition Commission of India;

c. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

For ………………………
Signature ………………
(Name & Address)
(Official Seal)
Place ……………………
Date …………………….

***[Note for Procuring Entity (Not to be part of Bid Document):***

1. *A declaration shall be obtained from Procuring Officers for adherence to CIPP at the time of TC recommendation.*

2. *All Procuring officials may be asked to submit sign declarations to this effect while processing PR on ERP of CIL. To implement it uniformly and mandatorily, this undertaking shall be in-built in the PR format in ERP of CIL.]*

## ANNEXURE – IV (PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY)

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

To

………………………..

………………………...

Re: Bank Guarantee in respect of Contract No…………Dated………
Between…………(Name of the Company) and……………(Name of the Contractor)

WHEREAS

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

It has been agreed that the Contractor shall furnish a Performance Security in the shape of Bank Guarantee from a Scheduled 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, guarantee and affirm as follows:

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

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

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

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

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

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

This Bank Guarantee shall also be operative at our ………………. Branch located at ........................(detailed address), from whom, confirmation regarding issue of this guarantee or extension/renewal thereof shall be made available on demand.

Any notice by way of request, demand or otherwise hereunder 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 details of outstation Bank issuing the Bank Guarantee are as below.

i) Complete Postal Address with PIN Code-

ii) Branch Code-

iii) IFSC Code –

iv) SWIFT –

v) Telephone No. –

vi) Fax No. –

vii) Email ID –

The details of Local Operating Branch of the Bank issued the Bank Guarantee are as below.

i) Complete Postal Address with PIN Code-

ii) Branch Code-

iii) IFSC Code –

iv) SWIFT –

v) Telephone No. –

vi) Fax No. –

vii) Email ID –

Whenever there is change in postal address and/or other details of this branch issued the guarantee and/or the operative branch, we .....................(the issuing bank) will ensure to intimate respective Area, being the beneficiary, of such changed address, telephone number, fax number and e-mail ID.

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to Rs……………. The guarantee shall remain in force till the day ……*……. of

……*…….. and unless the guarantee is renewed or claim is preferred against the Bank at _________ on or before the said date all rights of the Company under this guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding Clause.

** Kindly refer the relevant clause of respective Manual for validity period of Bank Guarantee.*

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

We hereby declare that we are authorised to execute this bank guarantee.

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

SIGNED, SEALED AND DELIVERED

| | |
|---|---|
| For and on behalf of the Bank by: | (Signature) |
| | (Name) |
| | (Designation) |
| | (Code) |
| | (Address) |

"The Bank Guarantee as referred above shall be operative at our branch at……. payable at…………………………. (Bid Document shall specify town/city of the operative Branch. Bank Guarantee shall specify name of the branch with address of the specified town/city)

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

## ANNEXURE – V (PROFORMA OF BANK GUARANTEE FOR RELEASE OF RETENTION MONEY DEDUCTED FROM RUNNING ON ACCOUNT BILLS)

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

To

……………………

……………………

Re: 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 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 Scheduled Bank for a sum of Rs………….. as security for release of equivalent amount of Retention Money as per Terms and Conditions of the said Contract.

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

NOW, THEREFORE, we the……………… Bank (herein after called The Bank) hereby, unconditionally and irrevocably, guarantee and affirm as follows:

The Bank do hereby irrevocably guarantee and unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the Terms and Conditions of the said Contract or shall commit any breach of its obligation thereunder, the Bank shall on its mere first written demand, and without any objection, demur and without any reference to the Contractor, pay to the Company the said sum of …………… or such portion as shall then remain due without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum, or failing on the Company to compel such payment by the Contractor.

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

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

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

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

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

This Bank Guarantee shall also be operative at our …………… Branch located at .........................(detailed address), from whom, confirmation regarding issue of this guarantee or extension/renewal thereof shall be made available on demand.

Any notice by way of request, demand or otherwise hereunder 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 details of outstation Bank issuing the Bank Guarantee are as below.

i) Complete Postal Address with PIN Code-

ii) Branch Code-

iii) IFSC Code -

iv) SWIFT -

v) Telephone No. -

vi) Fax No. -

vii) Email ID –

The details of Local Operating Branch of the Bank issued the Bank Guarantee are as below.

i) Complete Postal Address with PIN Code-

ii) Branch Code -

iii) IFSC Code -

iv) SWIFT -

v) Telephone No. -

vi) Fax No. -

vii) Email ID –

Whenever there is change in postal address and/or other details of this branch issued the guarantee and/or the operative branch, we .....................(the issuing bank) will ensure to intimate respective Area, being the beneficiary, of such changed address, telephone number, fax number and e-mail ID.

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

** Kindly refer the relevant clause of respective Manual for validity period of Bank Guarantee.*

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

We hereby declare that we are authorised to execute this bank guarantee.

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

SIGNED, SEALED AND DELIVERED

| | |
|---|---|
| For and on behalf of the Bank by: | (Signature) |
| | (Name) |
| | (Designation) |
| | (Code) |
| | (Address) |

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

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

**Instructions to Bidders for both the above BGs**

**NOTES TO BANK GUARANTEES**

While issuing the Bank Guarantee, the issuing bank may please note the following.

i) The bank guarantees issued by the issuing bank on behalf of Contractor, supplier, customer in favour of …………Coalfields Limited shall be in paper form as well as Structured Financial Messaging System (SFMS).

ii) ………..(Company name) has chosen ….(Bank name) and ….(Bank name) to act advising/beneficiary bank of …...(Company name). The bank issuing the guarantee can choose either of these banks to send confirmation through SFMS.

iii) The details of beneficiary for issue of bank guarantee in SFMS platform is as furnished as below.

<table>
<tr><td rowspan="5">1.</td><td rowspan="5">Name and details of the Beneficiary</td><td>i.</td><td>Name</td><td></td></tr>
<tr><td>ii.</td><td>Area</td><td></td></tr>
<tr><td>iii.</td><td>Name of Bank</td><td></td></tr>
<tr><td>iv.</td><td>Bank Account No.</td><td>***</td></tr>
<tr><td>v.</td><td>Department</td><td>**</td></tr>
<tr><td rowspan="5">2.</td><td rowspan="5">Beneficiary's Advising Bank, Branch and Address for Confirmation of BGs through SFMS</td><td>i.</td><td>Name of Bank</td><td></td></tr>
<tr><td>ii.</td><td>Bank Branch Name</td><td>***</td></tr>
<tr><td>iii.</td><td>Branch Code</td><td>***</td></tr>
<tr><td>iii.</td><td>Beneficiary Bank Branch IFSC</td><td>***</td></tr>
<tr><td>iv.</td><td>Beneficiary Bank Address</td><td>***</td></tr>
<tr><td colspan="5">* Name of the Area/HQ, to which the NIT is concerned, is to be mentioned.<br>** Name of Department of the Area/ HQ, to which the NIT is concerned, is to be mentioned.<br>*** Details of Bank Account, IFSC Code, Bank Address of the Area/HQ to which the NIT is concerned, is to be mentioned.</td></tr>
</table>

i) 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.

ii) The Guarantor (BG issuing bank) shall send information about issuance of this Guarantee through SFMS gateway to the ….(Bank name) (IFSC-_____) or ….(Bank name) (IFSC-_______), as the case may be, to aid in the process of confirmation of Bank Guarantee.

iii) The Guarantor (BG issuing bank) shall also send information about issuance of this Guarantee to its local operating branch at _______to aid in the process of confirmation as well as claim for encashment of Bank Guarantee.

iv) The Original Bank Guarantee issued by the outstation bank shall be sent by the Issuing Bank to the Concerned Department of Head Quarters or Area of ……… Coalfields Limited at ………… (as the case may be) by Speed Post /Registered Post (AD).

## ANNEXURE – VI (MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT)

1. Name of Bidder: ______________________________________________

2. Address of the Bidder: __________________________________________

   City: ________________________________ PIN Code: ______________

   E-mail Id: _____________________________________________________

   Permanent Account Number: _____________________________________

3. Particulars of Bank

| | | | |
|---|---|---|---|
| Bank Name | | Branch Name | |
| Branch Place | | Branch City | |
| PIN Code | | Branch Code | |
| MICR No. | | | |
| (9 Digits code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number) | | | |
| RTGS CODE | | | |
| Account Type | Saving | Current | Cash Credit |
| Account Number (as appearing in the Cheque Book) | | | |

4. **Date from which the mandate should be effective.**

   I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information. I shall not hold Company responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through online/ NEFT / RTGS transfer. I agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank for such e-transfer shall be borne by us.

Place:

Date:

Signature of the Party / Authorized Signatory

----------------------------------------------------------------------------------------------------

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

Banker's Stamp

Date

(Signature of the Authorized official from the Bank)

## ANNEXURE – VII (PROFORMA FOR LETTER OF BID)

THIS IS TO BE ACCEPTED UNCONDITIONALLY BY BIDDER DURING SUBMISSION OF BID: (TO BE ACCEPTED THROUGH GTE~~)~~

To,

The Tender Inviting Authority.

................................ Limited

Sub: Letter of Bid for the work/Service "___________" (*to be filled by the TIA*)

Ref: No.: "_________________________" (*to be filled by the TIA*)

Dear Sir,

This has reference to above referred bid. I/we have read and examined the conditions of contract, Scope of Work, technical specifications, BOQ and other documents carefully and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.

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

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

I/We hereby confirm that this bid complies with the Bid validity, Bid Security and other documents as required by the Bidding documents.

All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.

I/ We hereby authorize department to seek references / clarifications from our Bankers. 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.

If any information furnished by me/us towards eligibility criteria of this bid is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against Company.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance shall constitute a binding contract between us and …….(*To be filled up by Department*) Limited.

Should this bid be accepted, we agree to furnish Performance Security within stipulated date and commence the work within stipulated date. In case of our failure to abide by the said provision ........ …….(*To be filled up by Department*) Limited shall, without prejudice to any other right or remedy, be at liberty to" cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period 12 months" **OR** to act as specified in the Bid Document.

## ANNEXURE – VIII (PROFORMA FOR UNDERTAKING TO BE ACCEPTED UNCONDITIONALLY BY BIDDER/S)

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

We solemnly declare that:

1. I/We am/are submitting Bid for the work ……….. against Ref. No. *(to be entered by TIA)* ........................ Dated………………… and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.

2. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.

3. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.

4. I/ We hereby authorize department to seek references / clarifications from our Bankers.

5. We hereby undertake that we shall register and obtain license from the Competent Authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.

6. I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time.

7. **Certificate regarding compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries -** I/we have read the Clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries; I/we certify that I am/ we are not from such a country or, if from such a country, has/have been registered with the Competent Authority and will not sub-contract any work to a Contractor from such countries unless such Contractor is registered with the Competent Authority. I

hereby certify that I/we fulfil all requirements in this regard and I am/ we are eligible to be considered.

(Where applicable, evidence of Competent Authority shall be attached.)

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

Note: *Tender specific or for a particular category of tender, relevant Clauses may be added/ modified/ substituted while framing the standard* Bid Document.

## ANNEXURE – IX (PROFORMA FOR UNDERTAKING TO BE UPLOADED BY BIDDER/S ON THEIR LETTER HEAD)

**(For a specific tender or for a particular category of tender, relevant Clauses may be added/ modified/ substituted/ deleted while framing the standard Bid Document)**

Proforma for undertaking to be uploaded by bidder/s (on their letterhead) regarding relatives as employees of company, local supplier status of the bidder, CIPP etc.

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

1. Myself/Our Partners/Directors don't has/have any relative as employee of ………. (Name of Company viz. Coal India Limited/Subsidiary).

   OR

   The details of relatives of Myself/Our Partners/Directors working as employee of ……………. (Name of Company viz. Coal India Limited/Subsidiary) is as follows:

   a. Name of the employee
   b. Place of posting
   c. Department
   d. Designation
   e. Type of relation - Wife/Husband/ Father/ Step-Father/Mother / Step-Mother/ Son/Step-son/ Son's wife / Daughter / Daughter's Husband / Brother/ Step-Brother/ Sister / Step-Sister.

2. *I/We hereby confirm that we have registration with CMPF / EPF Authorities, as per requirement of the Bid Document, and ensure compliance with all statutory obligations, including timely payment of dues, as required under law.

   Or

   * I/We hereby undertake that we shall initiate and complete the registration process with the CMPF/EPF authorities, if applicable, as per the requirements of the Bid Document before the payment of first running on account bill and ensure compliance with all statutory obligations, including timely payment of dues, as required under law.

   *** Delete whichever is not applicable.**

3. We certify that the works/services offered by us against the tender for the work "…………………………… (Name of work)" against Ref. No. ........................ Dated………………, meet the minimum local content requirement and has local content:

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

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

(***Delete whichever is not applicable.)**

**NOTE: In case of procurement above Rs. 10 crores, the bidders are ALSO required to submit the local content certificate as per Annexure-IX A.**

The details of the location(s) at which the local value addition is made, if applicable is / are as under:

1. …
2. …

4. ** I/We am/are not debarred or banned or delisted by DoE/ Ministry of Coal/ Coal India Limited for pan CIL/ respective Company *[TIA to Enter the Name of subsidiary/Company*], as applicable, which shall not affect the eligibility / qualification in the instant tender.

5. ~~DELETED~~

6. **I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P -45021/2/2017 PP (BE-II) dated 16.09.2020 and Revised vide Order No. P-45021/2/2017 PP (BE-II)-Part(4)Vol.II dated 19.07.2024, issued by Govt. of India as amended from time to time.

   OR

   **I / We …..have been debarred by……(name of procuring entity) for violation of Preference to Make in India (as applicable) vide Order No. P -45021/2/2017 PP (BE-II) dated 16.09.2020 and Revised vide Order No. P-45021/2/2017 PP (BE-II)-Part(4)Vol.II dated 19.07.2024, issued by Govt. of India as amended from time to time for a period of……year/s, effective from ………. to…..

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

   ***Note:** A bidder who has been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P -45021/2/2017 PP (BE-*

*II) dated 16.09.2020 and Revised vide Order No. P-45021/2/2017 PP (BE-II)-Part(4)Vol.II dated 19.07.2024, issued by Govt. of India as amended from time to time shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment.*

7. *I/we do not have any previous transgression of CIPP in last three years with any entity in any country.

Or

*I / We have been debarred by………………(name of procuring entity) for violation of Code of Integrity for Public Procurement (CIPP), for a period of………………… year/s, effective from ………………. to…………………..…..

**<u>*Delete whichever is not applicable</u>**

8. You are required to give details of all 'allied' firms that come within the sphere of effective influence based on the following criteria, if applicable:

a) You, being a proprietary firm, own it,

b) You, being a partnership firm, have common (all or majority of) partners, or any one of partners having a profit share of 20% or more in it.

c) You have common Management (say the majority of the directors) with it.

d) Your partners or directors have a majority interest in its management;

e) You have a controlling voice by owning substantial or majority (20% or more) shares in it.

f) You directly or indirectly control it, are controlled by it, or are under common control through any agreement/ MoU or otherwise.

g) You are a successor/ subsidiary to it or vice-a-versa;

h) You have common offices/ manufacturing facilities with it.

**Details of the allied firms are as follows:**

| Sl. No. | Name of Allied firms | PAN | Remarks |
|---|---|---|---|
| | | | |
| | | | |

9. **Certificate regarding compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Deptt. of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries –**

   I have read the Clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a Contractor from such countries unless such Contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

   [***Note:*** *Where applicable, evidence of Competent Authority shall be attached.*]

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

11. I / We self-certify that we are eligible to bid on behalf of the domestic manufacturers under policy of 'DOE MANUAL FOR PROCUREMENT OF WORKS Second Edition, 2025' regarding the Appendix-A containing the list of iron and steel products which can only be procured from domestic sources.

12. *I/we do not have multiple business verticals within a State.

    Or

    *I / We have multiple business verticals within a State and separate GST registrations for each vertical and the GSTIN of the specific business vertical pertaining to the supply and services covered under the Schedule of Requirements are as follows:

    a) ______
    b) ______

13. Details of the bidder’s GST Jurisdictional Assessing Officer (Designation, Address and Email ID), as applicable:

    i. Designation:

    ii. Address:

    iii. E-mail:

## ANNEXURE – IX A (FORMAT FOR LOCAL CONTENT CERTIFICATE)

**For ECV more than Rs. 10 Cr.**

Ref. No: ……..…………………………    Date: …………………….

Certificate of Local Content as per Public Procurement (Preference to Make in India) Order, 2017 (as amended from time to time)

Tender No.: ……..…………………………    dated …………………….

*I/We …………………. the Statutory Auditor / the Cost Auditor / Practicing Cost Accountant / Practicing Chartered Accountant (Strike-off which is not applicable) of M/s …………………, having registered office at …………………… hereby confirm that the percentage of local content in the offered product / service of M/s …………………………… is _____ % and meets the local content requirement for 'Class – I local supplier' as prescribed under Public Procurement (Preference to Make in India) Order, 2017 (as amended from time to time).

**OR**

*I/We …………………. The Statutory Auditor / the Cost Auditor / Practicing Cost Accountant / Practicing Chartered Accountant (Strike-off which is not applicable) of M/s …………………, having registered office at …………………… hereby confirm that the percentage of local content in the offered product / service of M/s …………………………… is _____ % and meets the local content requirement for 'Class – II local supplier' as prescribed under Public Procurement (Preference to Make in India) Order, 2017 (as amended from time to time).

(***Delete whichever is not applicable.)**

For ……….. (Name of the firm issuing the Certificate)

Sign: ………………….

Official Stamp ……………

UDIN No.: ………………

Membership No.: …………………

Place: …………………

Date:

The details of the location(s) at which the local value addition is made, is / are as under:

1.

2.

Signature of Bidder / Authorized Representative

## ANNEXURE – X (PROFORMA FOR INVITATION & DECLARATION FOR NEGOTIATION AND FORM OF DECLARATION)

(Refer Para 6.4.10-5-c), d) of DOE MPOW 2025)

**Invitation for Negotiations**

(On letterhead of the procuring entity)

Letter No: ___________________________________________Dt: __________

**To**

**M/ s__________________________ (Registered A/D)**

Sub: **Tender No ---------------- opened on --------------for the execution of -----**

Dear Sir,

The rates quoted in your tender are considered high. You are therefore, requested to come for negotiations of rates, on.......... (date) at........(time) at.......(venue).

You should, however, come for negotiations only in case you are prepared to furnish before such date the declaration appended herewith.

A copy of the form in which you may submit your revised offer after negotiations is enclosed.

Enclosure:

1. Form of Declaration
2. Form of Revised Offer

Yours faithfully,

(Authorised Officer)

## FORM OF DECLARATION

(To be signed and submitted before start of negotiations)

(On bidder's letterhead)

Letter No:________________________________________ Dt:____________

To _____________________________

Sub: **Tender No. ---------------- Opened on --------------for the execution of -------------**

Ref: Your invitation for negotiations No: dated:

Dear Sir,

I _____________ duly authorised on behalf of M/ s. _________________do declare that in the event of failure of the contemplated negotiations relating to Tender No._______________ opened on _____________my original tender shall remain open for acceptance on its original terms and conditions.

Yours faithfully,

Place: __________________________

Date: __________________________

Signatures of bidder, or officer authorised to sign the bid documents on behalf of the bidder

## ANNEXURE – XI (PROFORMA FOR REVISED OFFER IN NEGOTIATION)

Format of Revised Offer in Negotiations

(Refer Para 6.4.10-5-e of DOE MPOW 2025)

(Refer Para 26.2(A) OF ATC (ITB))

Revised Offer in Negotiations

(On bidder's letterhead)

From………………………………………………………………………………..

Full address…………………………………………………………………………

To ..............................................

Sir,

Sub: Tender No ---------------- opened on --------------for the execution of -------------------------

Ref: Your invitation for negotiations no: ___________________ dated: ___________________

1. On further discussions with your representatives on ………………….in response to your letter no ……………………………….. dated ……………..

   We are not prepared to reduce the rates already quoted in the original tender, which will remain valid up to……………………………….

   Or

1. I/ we reduce my/ our rates as shown in the enclosed schedule of items.

2. I/ we am/ are aware that the provisions of the original bidding document remain valid and binding on me.

3. I/ we undertake to execute the contract as per following Schedule.........

4. I/ we agree to abide by this tender on the revised rate quoted by me/ us, it is open for acceptance for a period of 120/ 180 days from this date, i.e., up to …………………… and in default of my/ our doing so, I/ we will forfeit the earnest money deposited with

the original tender/ attached herewith. Eligibility as valid tenderers shall be deemed to be the consideration for the said forfeiture.

Yours faithfully,

Signatures of bidder or Officer
authorised to sign the bid
documents on behalf of the bidder

## ANNEXURE – XII (FORMAT FOR COST ESTIMATE)

(Estimate break-up of different sub-heads for turn-key Execution)

| A. SURVEY, SOIL TESTING & DESIGN ENGINEERING COST | | | | | |
|---|---|---|---|---|---|
| Item No. | | Sub-heads/Item Description | Quantum of works | Unit Price | Amount |
| 1 | | Detailed survey of the area within the battery limit & submission of reports | Complete works as per Tender document | | |
| 2 | | Sub-soil exploration, field & laboratory testing of samples & submission of report. | Complete works as per Tender document | | |
| 3 | Design Engineering Cost : | | | | |
| | a) | Plant layout / system engineering | As per system requirement. | | |
| | b) | G.A. & detailed engineering design & drawings of all civil & structural works in the system | | | |
| | c) | G.A. & detailed engineering design & drawings including working and maintenance manuals of<br>i) all individual equipment ( Mechanical & Electrical )<br>ii) Dust Control & Pressurisation system.<br>iii) Fire-fighting system.<br>iv) Chutes & Liners<br>v) Communication system<br>vi) Illumination system.<br>vii) -------------------- | Complete works for system. | | |
| 4 | | Documentation as per tender specification | | | |
| | | Sub- Total of A | | | |

FORMAT FOR COST ESTIMATE

**B. CIVIL AND STRUCTURAL WORKS INCLUDING DEVELOPMENT WORK AND INFRASTRUCTURES**

| Item No. | | Sub-head/Item Description | Quantity | Unit Price | Amount |
|---|---|---|---|---|---|
| 1 | | Earth work in cutting in all types of soil & rock | Lumpsum | | |
| 2 | | Earth work in filling<br>i) Controlled filling<br>ii) Uncontrolled filling | Lumpsum | | |
| 3 | | P.C.C.at all level and as per system requirement.<br>i) In 1:2:4<br>ii) In 1:4: 8 | Lumpsum | | |
| 4 | | R.C.C (Excluding reinforcement)<br>i) M-15<br>ii) M-20<br>iii) M-25<br>at all level and as per system requirement | Lumpsum | | |
| 5 | | Supply, bending ,binding & placing of Tor-steel in position. | Lumpsum | | |
| 6 | | Supply, fabrication & erection of structural steel at all level and as per tender specification | Lumpsum | | |
| 7 | | 22/24 Gauge C.G.I Sheeting at all level including supply | Lumpsum | | |
| 8 | | Random Rubble masonry works | Lumpsum | | |
| 9 | | B/W in 1:6 | Lumpsum | | |
| 10 | | Internal road of 3.5 m width | Lumpsum | | |
| 11 | | Drains | Lumpsum | | |
| 12 | | 10 ft height boundary wall | Lumpsum | | |
| 13 | | Levelling & dressing of vacant area within battery limit | Lumpsum | | |

| | | | | | |
|---|---|---|---|---|---|
| 14 | | Office Bldg in floor area | Lumpsum | | |
| 15 | | Related W\S & Store in floor area | Lumpsum | | |
| 16 | | Approach roads / Ramps / Platform | | | |
| 17 | | -------------------------- | | | |
| 18 | | ---------------------------- | | | |
| | | SUB-TOTAL of B | | | |

| Sl.No. | | Sub-head | Qty. | Price per unit | Total |
|---|---|---|---|---|---|
| C.1 - SUPPLY : | | | | | |
| 1 MECHANICAL (List of Equipments) | | | | | |
| | i) | | | | |
| | ii) | | | | |
| | iii) | | | | |
| | iv) | | | | |
| | v) | | | | |
| | vi) | | | | |
| | vii) | | | | |
| | | Sub-Total - | | | |
| 2 ELECTRICALS ( List of Equipments) | | | | | |
| | i) | | | | |
| | ii) | | | | |
| | iii) | | | | |
| | iv) | | | | |
| | v) | | | | |
| | vi) | | | | |
| | | Sub-Total - | | | |
| 3 CONTROLS ( List of Equipments) | | | | | |
| | i) | | | | |
| | ii) | | | | |

| Sl.No. | Sub-head | | Qty. | Price per unit | Total |
|---|---|---|---|---|---|
| | iii) | | | | |
| | iv) | | | | |
| Sub - Total - | | | | | |
| 4 | COMMUNICATION | | | | |
| 5 | ILLUMINATION | | | | |
| 6 | AUXILIARY | | | | |
| | i) | Dust Suppression | | | |
| | ii) | Ventilation | | | |
| | iii) | Pressurisation | | | |
| | iv) | Fire Fighting | | | |
| | v) | Chute & Liner | | | |
| | vi) | | | | |
| Sub-Total - | | | | | |
| 7 SPARE PARTS (List of Spares) | | | | | |
| | i) | | | | |
| | ii) | | | | |
| | iii) | | | | |
| | iv) | | | | |
| Sub-Total - | | | | | |
| C2 ERECTION & INSTALLATION OF PLANT & MACHINERY | | | | | |
| 1 MECHANICAL (List of Equipments) | | | | | |
| | i) | | | | |
| | ii) | | | | |
| | iii) | | | | |
| | iv) | | | | |
| | v) | | | | |
| | vi) | | | | |
| | vii) | | | | |
| | viii) | | | | |
| Sub-Total - | | | | | |

| Sl.No. | Sub-head | | Qty. | Price per unit | Total |
|---|---|---|---|---|---|
| 2 ELECTRICAL (List of Equipments) | | | | | |
| | i) | | | | |
| | ii) | | | | |
| | iii) | | | | |
| | iv) | | | | |
| | v) | | | | |
| | vi) | | | | |
| | | | | | |
| Sub-Total - | | | | | |
| 3 CONTROL ( List of Equipments) | | | | | |
| | i) | | | | |
| | ii) | | | | |
| | iii) | | | | |
| | iv) | | | | |
| Sub-Total - | | | | | |
| 4 | COMMUNICATION | | | | |
| 5 | ILLUMINATION | | | | |
| 6 | AUXILIARY | | | | |
| 7 | SPARES ( List of Spares) | | | | |
| | i) Dust Suppression | | | | |
| | ii) Ventilation | | | | |
| | iii) Pressurisation | | | | |
| | iv) Fire Fighting | | | | |
| | v) Chute & Liner | | | | |
| | vi) | | | | |
| Sub - total - | | | | | |

| E. OPERATION, MAINTENANCE AND TRAINING | | |
|---|---|---|
| Sl. No. | Description | Price |
| 1 | Operation (if applicable) & Maintenance of whole plant & training of employer personnel during the Defect Liability Period as per description given in tender documents.<br>% of the quoted value by the bidder corresponding to the construction part i.e. till commissioning | |
| 2 | Training of Operation & Maintenance staff, etc. | |

## ANNEXURE – XIII (NO CLAIM CERTIFICATE)

(On company letterhead)

To,

(Contract Executing Officer)

Procuring Entity________________________

NO CLAIM CERTIFICATE

Sub: Contract Agreement no. ---------------- dated --------------for the supply of ----------

We have received the sum of Rs. (Rupees _____________________________only) in full and final settlement of all the payments due to us for the supply of under the above mentioned contract agreement, between us and……. We hereby unconditionally, and without any reservation whatsoever, certify that with this payment, we shall have no claim whatsoever, of any description, on any account, against Procuring Entity, against aforesaid contract agreement executed by us. We further declare unequivocally, that with this payment, we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,

Signatures of contractor or

Officer authorised to sign the contract documents

on behalf of the contractor

(Company stamp)

Date:

Place:

**ANNEXURE – XIV (E-TENDER NOTICE.)**

**(Scope of Work indicating Quantity, Value etc. with GST)**

**(Specimen Copy-Subsidiary Company may modify suitably)**

**(Standard NIT is to be approved and followed uniformly in line with provision of e-Procurement Guidelines and relevant ITB with the following minimum parameters)**

**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 upto the chain of trust to the Root Certificate of CCA, for the following work(s):

"Name of Work"

| Description of work | Estimated Cost of Work (Without GST) (In Rs.) | GST on the Estimated Cost of Work (In Rs.) | Total Cost of the Work including GST (In Rs.) | Earnest Money (In Rs.) | Period of Completion (In Days) |
|---|---|---|---|---|---|
| | | | | | |

**The details of the tender will be mirrored in the Central Public Procurement Portal http://eprocure.gov.in of Govt. of India.**

| | |
|---|---|
| **GSTIN OF THE PROCURING AUTHORITY:**<br>**(*Statewise GST is to be given in case procuring authority / subsidiary is operating in more than one state*)** | |

**2. Time Schedule of Tender:**

| **Sl. No.** | **Particulars** | **Date** | **Time** |
|---|---|---|---|
| 1 | Tender e-Publication date | | |
| 2 | Document download start date | | |
| 3 | Document download end date | | |
| 4 | Bid Submission start date | MINIMUM 21 DAYS | |
| 5 | Bid submission end date | | |

| | | | |
|---|---|---|---|
| 6 | Start date for seeking Clarification on-line | | |
| 7 | Last date for seeking Clarification on-line | | |
| 8 | Date of Pre-bid Meeting | | |
| 9 | Part-I/Technical Bid Opening date | | |
| 10 | Part-II/ Price Bid Opening date | | |

*Note:

i. If number of bids received online is found to be less than three, then last date of submission of Bid and Technical Bid Opening date will be automatically extended for a period of Four days ending at ____ hrs. The auto extension shall work on the basis of number of bids received only. In case of holiday, the due date of opening will be extended to next working day.

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

iii. Bidders will have right to modify / withdraw their bids during extended period of submission of bids.

iv. After extension, as stated above the tender shall be opened irrespective of available No. of bids on the extended date of opening of tender.

v. If the above extended date falls on Holiday i.e. a non-working day as defined in the e-procurement portal, then the same is to be re-scheduled to the next working day.

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

vii. The Employer reserves the right to issue corrigendum/addendum and it shall be binding on part of the Bidders.

viii. The Company is not under any obligation to accept the lowest Bid/Bids and reserves the right to reject any or all the Bids without assigning any reason whatsoever, and also to distribute the work and allot the work/works to more than one Bidder or accept the tender in part and not in its entirely, at its sole discretion.

ix. The company reserves the right to extend the date of submission and opening of bid or to cancel the bid without assigning any reason whatsoever. **Any addendum/corrigendum/date extension etc. in respect of above tender will be**

**published in CIL e-procurement portal only. Bidders are therefore requested to visit CIL e-Procurement Portal regularly to keep themselves updated.**

x. 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.

xi. Execution of work by engagement of child labour is also prohibited.

xii. The Bidders should submit bid for the whole work mentioned in the NIT / Bill of Quantity.

xiii. The successful Bidder will be expected to complete the Work by the Intended Completion Date specified in the Scope of Work/Bill of Quantity.

xiv. The Price-bids of the tenderers will have no condition. The Price-bids which are incomplete and not submitted as per relevant clause of NIT will be rejected.

**3. Earnest Money (EMD):**

Rs……..(1.25 % of the estimated cost, rounded off to next hundred rupees subject to maximum of Rs. 50 Lakhs.) as Earnest Money/ Bid Security.

3.1. The Bidder will have to make the payment of EMD through online mode only. In Online mode the Bidder can make payment of EMD either through net-banking from designated Bank/s or through NEFT/ RTGS from any scheduled Bank.

**Net-Banking:** In case of payment through net-banking the money will be immediately transferred to designated Account.

**NEFT/ RTGS:** In case of payment through NEFT/ RTGS the Bidder will have to make payment as per the Challans generated by system on e-Procurement portal before submission of bid. The EMD payment through NEFT/ RTGS mode should be made well ahead of time to ensure that the EMD amount is transferred to account before bid submission.

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

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

In online payment of EMD, if the payment is made by the Bidder within the last date & time of bid submission but not received by the Company within the specified period due to any reason then the bid will not be accepted. However, the EMD will be refunded back to the Bidder.

**4. Pre-bid Meeting**:

Pre-bid meeting will be held on………………… at…………….. (time) in the office of ……………. , if specified under Instructions to Bidders. The purpose of the pre-bid meeting is to clarify the issues and to answer the questions on any matter that may be raised at that stage. Non-attendance at the pre-bid meeting will not be a cause for disqualification of Bidder and it shall be presumed that the Bidder does not require any clarification. If a Pre-Bid meeting is held then the minutes of the Pre-Bid meeting shall be uploaded on the Portal, before start date of bid submission which can be viewed by all interested Bidders.

**5. Clarification of Bid:**

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

**6. On-line 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 Tenderers / Bidders:** As per Instructions to Bidders

**8. Qualification of the Tenderer / Bidder:** As per Instructions to Bidders

**9. General Instructions for Submission of Bid** (As per e-Procurement Guidelines)

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

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

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

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

e) **Confirmatory Documents:** All the Confirmatory documents as enlisted in the NIT in support of online information furnished by the Bidder are to be uploaded in Cover-I by the Bidder while submitting the bid online.

f) **Price Bid (in Cover-II):** The Price bid containing the Bill of Quantity will be in Excel format (password protected) and will be uploaded during tender creation. This will be downloaded by the Bidder and he will quote the rates for all items on this Excel file. Thereafter, the Bidder will upload the same Excel file during bid submission in Cover-II. The Price-bid will be in Item Rate/Percentage Rate BOQ format and the Bidder will have to quote for all the tendered items and the L-1 will be decided on overall quoted value. The Price-bids of the Bidders will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected. Any alteration/modification in the Excel format may lead to rejection of bid.

**10. Validity Period of Offer**

The rates offered in Part II (Price Bid) should be valid for 180 days after the last date of submission of Bid.

**11. Opening of Bids**

As per provisions in the NIT in line with e-Procurement Guidelines.

**12.**

A) User portal agreement of e-Procurement portal shall be made a part of Contract document.

B) The provisions regarding notification of award, formation of agreement, acceptance/rejection of Bid, cancellation/award with respect to the Tender etc shall be the Part of NIT.

**13. Integrity Pact:** Bidders are required to accept the integrity pact as available in the Bid document online through GTE. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement. In case of JV all partners shall sign at the time of agreement.

Name, address and contact Number of the Independent External Monitor (IEM) are as follows: -

[***Not to Part of Bid Document:*** *Applicable on Estimated cost for bids as specified by CIL/Subsidiary from time to time*].

Shri………….. has/have been nominated as Independent External Monitor for this tender, whose contact details are as under.

| Name | Address | Contact Number |
|---|---|---|
| | | |

Signature

(Tender Inviting Authority)

## ANNEXURE – XV (SAMPLE FORMAT FOR SHOW-CAUSE NOTICE)

**(Specimen Copy – Respective Company may prepare in consultation with Legal Department)**

[On Department Letterhead]

Ref. No. Date:

To,

[Contractor's Name]

[Contractor's Firm Name]

[Contractor's Address]

[Contractor's e-mail ID]

### SHOW CAUSE NOTICE

**Subject:** Show Cause Notice for debarment of your firm including allied firms from participating in Tenders of ………………. Limited for the following misdemeanour.

**Ref. No.:**

1. **Name of Work:**
2. **Work Order No.:**
3. **Agreement No.:**

Dear Sir/Madam,

1. As a service provider participating in government tenders/ contracts, you must maintain the highest standards of ethical conduct and transparency, as laid down in the Code of Integrity in Public Procurement and other provisions in the relevant Tender Documents/Contracts.

2. Due to your misdemeanour mentioned below relating to the Tender Document/ Contract referred to above, you are proposed to be debarred from participation in all tenders/ contracts of ………….. Limited for a period not exceeding two years.

3. **Articles of Misdemeanours**: As per the imputations detailed in Annexure-1 attached herewith, it is determined that you have committed the following serious misdemeanours relating to the tender/ contract referred to above:

   a. (You breached the Code of Integrity in Public Procurement as specified in (clause…..) in the Tender Document/ Contract referred to above).

   b. (You made a false declaration of local content as Class I/ Class II local suppliers under Public Procurement (Preference to Make in India, Order 2017, Dtd 16/09/2020 or later, i.e., the Make in India Order), which is also be treated as a breach of code of integrity.)

   c. (any other actions or omissions by the firm that, in the opinion of the ……….. Limited, warrants debarment).

4. **Opportunity to Explain:**

   a. In light of the above misdemeanours, we hereby grant you a fair opportunity to explain in writing why you should not be debarred, as mentioned in para 2 above.

   b. Your response should include Specific Reasons, Mitigating Factors, and Corrective Measures that you intend to take to rectify the situation and prevent recurrence.

   c. Please also mention if you desire to avail of additional opportunities for an oral hearing in addition to the written submissions.

   d. Please address your response to the undersigned using the contact details mentioned below.

   e. **Response Deadline**: Please submit your response within 15 days. Failure to do so will result in further action, including an order for debarment.

5. You are required to give details of all 'allied' firms that come within the sphere of effective influence based on the following criteria:

   a) You, being a proprietary firm, own it,

   b) You, being a partnership firm, have common (all or majority of) partners, or any one of partners having a profit share of 20% or more in it.

c) You have common Management (say the majority of the directors) with it.

d) Your partners or directors have a majority interest in its management;

e) You have a controlling voice by owning substantial or majority (20% or more) shares in it.

f) You directly or indirectly control it, are controlled by it, or are under common control through any agreement/ MoU or otherwise.

g) You are a successor/ subsidiary to it or vice-a-versa;

h) You have common offices/ manufacturing facilities with it.

6. Annexure-1 details the imputation based on which these misdemeanours have been determined.

7. Annexure 2 lists the documents relied upon for establishing such imputation.

Please treat this matter as most urgent.

Sincerely,

[Authorized Signatory]

[Name]

[Designation]

[Organization Name]

[Seal/Signature]

[Contact Information]

Annexure 1: (Details of actions/ omissions committed by the firm)

Annexure-2: (List of relied upon documents)

DA: (Copies of documents attached)

Note*- The action on allied firms will be taken on the basis of declaration submitted above. However if the declaration regarding allied firms submitted above, found to be wrong then further action may be taken as per guidelines for debarment.

## ANNEXURE – XVI (SAMPLE FORMAT FOR DEBARMENT ORDER)

**(Specimen Copy – Respective Company may prepare suitably in consultation with Legal Department)**

Ref. No. Date:

To,

[Contractor's Name]

[Contractor's Firm Name includes allied firms]

[Address]

[e-mail ID]

**Subject:** Your company has been debarred from participating in Tenders of ………….. Limited for a period of ……….. days/months/years.

**References:**

a) Relevant Tender/ Contract: (….)
b) This office Show-Cause notice No. (….), dated (….)
c) Your Written reply(ies) to the show-cause notice No (….), dated (….) and
d) (Oral Hearing grant to you on (….) with (….))

Dear Sir/Madam,

1. After thoroughly evaluating the evidence and your submission mentioned above, it has been established that your company committed the serious misdemeanour mentioned below. As a result, ……………. Limited has decided to debar your company from participating in any of our tenders of all entities covered under the jurisdiction mentioned below for a period mentioned below.

    a. The Debarment shall automatically extend to all your allied firms, listed in Annexure-A, attached herewith. In the case of a joint venture/ consortium, all partners shall also stand debarred.

    b. Debarment does not impact the procuring entities' other contractual or legal rights.

   c. Tenders concluded before the issue of the debarment order shall not be affected by the debarment Orders.

2. **Reasons for Debarment:**

   a. It is determined that you have committed the following serious misdemeanours relating to the tender/ contract referred to above. Details of these misdemeanours are given in Annexure-B, attached herewith:

   b. (Please see the format of show-cause notice for possible misdemeanours)

3. **Other Consequences of Debarment:**
   a. ….
   b. ….
   c. …

4. **Jurisdiction of Debarment:**

5. **Debarment Duration:** Effective immediately, your company is debarred from participating in any procurement process of the entities covered by the jurisdiction mentioned above for a period from ………… to ………..

~~6. **DELETE**.~~

7. **Revocation of Debarment:** Upon completion of the debarment period, this debarment shall automatically stand revoked.

We trust that your company shall rectify its conduct after the debarment period. Sincerely,

Sincerely,

[Authorized Signatory]

[Name]

[Designation]

[Organization Name]

[Seal/Signature]

Annexure-A: (List of Allied Firms that also stand debarred)

Annexure B: (Details of actions/ omissions committed by the firm)

**Copy To:**

1. All Allied Firms as per Annexure-A – Your firm also stands debarred as above.
2. As per respective Company Norms.

## ANNEXURE – XVII (SAMPLE CHECKLIST OF WORK EXPERIENCE CERTIFICATE)

THIS IS A SAMPLE CHECKLIST FOR WORK EXPERIENCE CERTIFICATE.

(FOR REFERENCE PURPOSE ONLY).

The Work Experience Certificate issued by Employer should contain the following important parameters in line with the information furnished by the bidder in BSC:

1. Name of Work: …..

2. Brief description / scope of Work: ……

3. Work Experience Certificate Reference No.: (should contain Reference No. and issuing date.)

4. PAN and GSTIN (as applicable):

5. Work Order Ref Number: (Work Order Reference Number should be clearly mentioned).

6. Agreement Ref Number: (Agreement Reference Number should be clearly mentioned) (As applicable).

7. Name of Contractor: (In case of a Joint Venture, Share of each Joint Venture Partner).

8. Name & Address of Employer/Work Order Issuing authority of experience.

9. Start Date & End Date of Experience:

10. Executed Value of Work:

## ANNEXURE – XVIII (SAMPLE FORMAT FOR BID SUBMISSION CONFIRMATION SHEET)

**(Specimen Copy-Subsidiary Company may modify suitably)**

| **Bid Submission Confirmation (BSC) Sheet** | |
|---|---|
| **Name of Work** | |
| **Tender No.** | |
| **Bidders Details** | |
| Name of the Bidder (If bidder is JV, then the name of JV shall be entered) | |
| **Work Experience Details earned by the bidder as Contractor and / or Sub-Contractor** | |
| **Required Work Experience in Rs.** | Three similar completed works each costing not less than the amount equal to 20% of the estimated cost put to tender i.e. Rs. ……………...<br>Or<br>Two similar completed works each costing not less than the amount equal to 25% of the estimated cost put to tender i.e. Rs. ……………..<br>Or<br>One similar completed work costing not less than the amount equal to 40% of the estimated cost put to tender i.e. Rs. ………………………. |

| Sl. No. | Work Description | Start date | End date | Work order Number /Agreement Number | Name & address of Employer/ Work Order Issuing authority. | Percentage (%) share of each experience | Executed Value of work |
|---|---|---|---|---|---|---|---|
| **1.0** | | | | | | | |
| **2.0** | | | | | | | |
| **3.0** | | | | | | | |

| **Net Worth Details (In case of JV, to be entered for all partners)** | |
|---|---|
| **Required Net-Worth in Rs.:** | Rs. ……………… |
| **Date on which Net-Worth should be available (dd-mm-yyyy):** | |

| Sl. No. | Name of Chartered Accountant/Cost Accountant | CA Membership Number | Net-Worth in Rs. | Date on which Net-Worth is available | Date of issue of certificate |
|---|---|---|---|---|---|

| | | | | | |
|---|---|---|---|---|---|
| **1.0** | | | | | |
| **2.0** | | | | | |
| **3.0** | | | | | |
| **Total** | | | | | |

**Note: In Case of JV,** financial year for Net Worth submitted by the Bidder shall be same for each Member (where the Bidder is a JV).

In case of JV, the net worth of all the members shall be added for eligibility and it is further clarified that each Member of JV should have positive Net Worth.

**<u>Average Annual Turnover Details</u>**

| **Required Average Annual Turnover in Rs.:** | |
|---|---|

| **Sl. No.** | **Name of Chartered Accountant** | **CA Membership Number** | **Average Annual Turnover in Rs.** | **Which Financial Years considered for Average Annual Turnover** | **Date of issue of Certificate (dd-mm-yyyy)** |
|---|---|---|---|---|---|
| **1.0** | | | | | |
| **2.0** | | | | | |
| **3.0** | | | | | |
| **Total** | | | | | |

**Note: In Case of JV, Average Annual Turnover details at Sl. No. 1 is for the lead member of the JV and at sl. No. 2 & 3 for other members. In case Bidder is other than JV the details of Average Annual Turnover must be entered at Sl. No. 1.**