



**COAL INDIA LIMITED**

**CONTRACT MANAGEMENT MANUAL- 2022**

**CHAPTER-6**

**HIRING OF EQUIPMENT FOR REMOVAL OF  
OVERBURDEN & EXTRACTION OF COAL**

**(Updated upto April 2022)**





**CONTRACT MANAGEMENT MANUAL 2022**  
**COAL INDIA LIMITED**

**CHAPTER-6**  
*HIRING OF EQUIPMENT FOR  
REMOVAL OF OVERBURDEN &  
EXTRACTION OF COAL*



# **CONTRACT MANAGEMENT MANUAL- 2022**

## **CHAPTER-6**

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**(Updated up to April 2022)**

**COAL INDIA LIMITED**



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

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# COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

## CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

### CONTENTS

SECTION	DESCRIPTION	PAGE NO.
6.01	Contract Identification	1-3
6.02	Preparation & compilations of Tender Documents	4-6
6.03	Tender Opening, Evaluation and Award	7-10
6.04	Issue of Work Order and signing of Agreement	11-12
6.05	Instruction to Bidder	13-45
6.06	Conditions of Contract	46-75
	Special Terms and Conditions for hiring contracts-Excavation and removal of Overburden.	76-80
	Special Terms and Conditions for hiring contracts-Excavation, removal of Overburden, extraction of Coal and Transportation.	81-89
	Special notes and additional terms & conditions for hiring contracts-Excavation, removal of overburden, extraction of coal and transportation	90-100
	Vocational Training and Safety Requirements.	101-103
6.07	Price Bid	132
6.08	Letter of Acceptance (Specimen Copy)	133
6.09	Work Order (Specimen Copy)	134-137
6.10	Agreement (Specimen Copy)	138-139
6.11	General guidelines for Hiring Works/Contract	140-146
6.12	Guidelines for Banning of Business	147-148
ANNEXURE	DESCRIPTION	PAGE NO.
I	Pre-contract Integrity Pact (To be signed on Plain Paper)	104-110
II	Proforma of Joint Venture Agreement.	111-115
III	Proforma of bank guarantee in lieu of Bid Security / Earnest Money	116-117
IV	Bank guarantee for Performance Security.	118-120
V	Bank guarantee for release of Retention Money/Bid Security deducted @5% from running bill.	121-125
VI	Mandate form for electronic fund transfer / internet banking payment.	126
VII	Proforma for letter of bid to be accepted unconditionally by bidder during submission of bid online: (to be accepted through GTE)	127
VIII	Proforma for undertaking 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)	128-129
IX	Proforma for undertaking to be uploaded by bidder/s (on their letter head) regarding relatives as employees of company, arbitration clause (in case of partnership firm/JV), local supplier status of the bidder etc.	130-131
X	Notice Inviting Tender (Specimen Copy)	149-161
XI	Sample checklist of Work Experience certificate	162
XII	Sample checklist of Working Capital certificate	163



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

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## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-1 (CONTRACT IDENTIFICATION)

#### SECTION-1

##### 1. Prepare Contract Identification Package: *Responsibility-Area GM/GM(Plg)/CTD*

Details of work to be given out on contract, item rate or percentage rate basis for a patch/area to facilitate extraction and transportation of coal / removal of overburden based on sanctioned Project or proposed Project to be taken up through hiring of equipment. The indicative estimated value of contracts for such work/groups of work which will be given out as single contract shall be arrived at, as deliberated hereinafter.

##### 2. Action to be initiated for preparation of the following: *Responsibility-Area GM/GM(Plg)/CTD*

- (a) Detailed scope of work.
- (b) Relevant drawings including detailed survey.
- (c) Relevant boring data.
- (d) Detailed specification.
- (e) Detailed cost estimate.
- (f) Examine the particulars and identify special characteristic of the work, if any, attracting special conditions for fixing eligibility criteria.

The Area, in association with CMPDIL Regional Institute / Planning Department if felt necessary, will prepare the estimate based on Schedule of Rates (if available) / Departmental analysis, if any / earlier accepted rate for Similar Works (keeping location, volumes etc. in mind). They will do a meticulous, detailed exercise to arrive at a reasonable estimate. It will be the responsibility of the Area / CMPDIL Regional Institute / Planning Department entrusted with this task to explain the basis of the estimates, if the bids are received at abnormally higher or lower prices. They will also estimate the cost that a Project might incur at different distinct stages of its progress.

##### 3. Finalize Scope of Work, Items of Work with quantities thereof after detailed survey, cost estimate etc. in association with concerned Project / Area, concerned HOD at Corporate Head Qtr. and Regional Institute CMPDIL and send for approval of Competent Authority. *Responsibility-Area GM/GM(Plg)/CTD*

#### **Note: Administrative approval for Tendering:**

Administrative approval of the proposal to be obtained from the Tender Accepting Authority/ Tender Approving Authority. In case, the Tender Approving Authority is above CMD, the administrative approval of the proposal to be obtained from CMD, CIL/CMD Subsidiaries.

DoP as circulated by CIL/Subsidiary from time to time shall be followed.

##### 4. The approval of estimate shall be obtained including all taxes along with maximum applicable Goods and Services Tax (GST) and the same shall be put to tender. It should be specifically mentioned in NIT that estimated value put to tender is inclusive of GST.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-1 (CONTRACT IDENTIFICATION)

5. Receive approved Project Report/cost estimate including scope of work etc. as detailed at 2 & 3 above from Competent Authority duly vetted by Finance. *Responsibility- GM(Plg)/CTD*

**Note:**

- (a) Where the identified estimate package is a part of approved Project Report, approval should be obtained from:

concerned Area GM where the estimated cost is within his D.O.P.

Or

concerned Director (Tech.) in all cases where the estimated cost is beyond the D.O.P. of Area GM

- (b) Where the identified estimate package is not a part of approved Project Report, approval should be obtained from:

concerned Area GM where the estimated cost is within his D.O.P.

Or

concerned Director (Tech.) where the estimated cost is within his D.O.P.

Or

CMD of the Company, in all cases irrespective of the value of the work, where the estimated cost is beyond the D.O.P of Area GM and concerned Director (Tech.). However, for cases where Committee of Functional Directors headed by Chairman/CMD is the approving authority, approval of estimate by CMD be brought to the knowledge of Approving Authority, during award.

6. Send contract identification package with list of approved items of work to be given on contract. *Responsibility-GM(Plg)/CTD*

- i. Head of concerned Technical Department at Corporate Head Qtr.
- ii. Corporate Finance
- iii. GM of Area.
- iv. CMC Department

**Note: Subsidiaries may follow its own system towards preparation of Contract Identification Package.**

7. Prepare draft Bid covering: *Responsibility-CMS*

Part I –

- (a) Notice Inviting Bid in line with e-Procurement Guideline.
- (b) Instructions to Bidders.
- (c) Forms of bid and qualification information.
- (d) Conditions of Contract.
- (e) Guidelines for Banning of Business.
- (f) Any other documents.

Part II –

- (a) Price Bid covering Bill of Quantities.





## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-1 (CONTRACT IDENTIFICATION)

8. The percentage rate tender should be floated for Hiring of Equipment for Removal of Overburden and Extraction of Coal after adoption of Schedule of Rates (SOR) for estimate purpose.
9. Review and make additions/alterations of the above draft as at step 6 above, if any, depending on special features of a particular contract. *Responsibility-CMS*
10. Obtain approval of the Competent Authority for bid document along with NIT and publication/hosting. *Responsibility-CMS*
11. Arrange for maintaining a master copy of approved bid document and a master copy of the uploaded bid document hosted in the website. A register be maintained, which shall record bid notices/documents hosted. *Responsibility-CMS*



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-2 (PREPARATION & COMPILATION OF TENDER DOCUMENTS)

### SECTION-2

Approval of the Competent Authority for bid document along with NIT and publication/hosting. *Responsibility-CMS*

- (a) For normal works, Concerned Director shall be the Approving Authority for the bid document, where the bid document is prepared as per the guidelines of Manual. The list of equipment to be deployed for the Project for execution shall also be a part of approval.

In case of any variation, bid document shall be approved by CMD of the Subsidiary which shall be brought to the notice of Committee of Functional Directors headed by Chairman/CMD, during award.

The following system may be followed for publication of the NIT and Bid Documents in the Website and Govt. Portals.

- i. 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.
- ii. The created tenders shall be published on the dedicated e-Procurement portal of CIL and the details will be mirrored in the Central Public Procurement Portal (<http://eprocure.gov.in>) of Govt. of India.
- iii. 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 fortnight, indicating that all the tenders issued by CIL and its Subsidiaries for procurement of Goods, Works and Services are available on the above portals and that procurement is also done through GeM portal.

Publication of the following Common Window Advertisement in National dailies, regional and local newspapers on fortnight basis may be arranged and also arrange for scrolling of the same on the respective Subsidiary website.

*“All the tenders issued by CIL and its Subsidiaries for procurement of Goods, Works and Services are available on website of Coal India Ltd. [www.coalindia.in](http://www.coalindia.in), respective Subsidiary Company, CIL e-Procurement portal <https://coalindiatenders.nic.in> and Central Public Procurement Portal <https://eprocure.gov.in>. In addition, procurement is also done through GeM portal <https://gem.gov.in>.”*

- (b) In case the work is of a specialized nature/very urgent nature with strict time frame, limited tenders amongst registered/working Contractor's or known agencies of repute may be invited with the competent approval, depending upon the value of the work as per D.O.P



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-2 (PREPARATION & COMPILATION OF TENDER DOCUMENTS)

However, in case of very urgent nature, the following system shall be followed: -

**(A) Special Purpose Limited Tender (SPLT):** This system may be adopted in situations as detailed below:

The work of OB removal, coal evacuation, coal transportation and wagon loading could be undertaken:

- a) in case of failure of existing contract either in full (where shortfall is 50% or more in 6 (six) consecutive months) or in part (where shortfall of Contractor is at 30% or more in 6 (six) consecutive months).

**(Note:** It shall be ensured that no discretion shall be exercised while invoking above Clause.)

- b) in case of failure of tenders due to high rate or in the case of lowest Bidder (L-1) fails to commence the work and deposit the Performance Security Deposit within the schedule period.

**Note:-**In case the tender is cancelled in (b) above due to high rate and this guideline is followed for re-tender, it must be ensured that the rate so arrived at, should not be more than the cancelled tendered rate.

- c) for safety reasons (like Bench corrections due to Geological fault, Bench Failure etc,) the work OB removal, stabilization of OB Dump and stabilization of embankment could be undertaken.

The above work(s) can be awarded for a period upto 180 days and upto a value of Rs.50 Crores only.

For this, the following procedures may be adopted:

- i) Tenders shall be invited on e-Procurement Portal of CIL.
- ii) All working Contractors /Contractors who have been awarded similar nature of work in last 3 years in the same Subsidiary / nearby adjoining area of other Subsidiary, if any, shall be allowed to participate and more than 3 valid bids shall be taken.
- iii) It shall be single cover system in which Bidder shall submit letter of bid, financial capacity (evidence of working capital as 20% of the estimated cost) and BOQ i.e. price bid.
- iv) Bid shall be opened after 07(seven) days after the date of publication. Bidders shall get 7 x 24 hours to submit the bid. No auto-extension shall be allowed, even if the 08th day is a Sunday or Holiday, Bid will be opened at 4 PM on the 8th day.
- v) The work may be awarded in 5 days (including period seeking clarifications/ any shortfall documents which may be obtained online on e-Procurement



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-2 (PREPARATION & COMPILATION OF TENDER DOCUMENTS)

portal) after justification of the offered price. The evaluation of the bids should be completed within 4 days of above allowed time.

- vi) The issuance of LOA/letter of award and its electronic communication on e-Procurement portal shall constitute execution of contract/agreement. The Contractor will have to commence work within next 05 days of award of work.
- vii) The EMD as well as Performance Security Deposit (PSD) shall be applicable as per the existing provisions. However, no payment shall be made without submission of PSD and execution of formal agreement.
- viii) All other provisions of relevant chapter of CMM shall be applicable.
- ix) No extension (quantity or time) shall be allowed in such cases.
- x) CFDs of CIL/Subsidiary shall be approving authority. No further sub-delegation shall be allowed.

**Note:** Relevant provisions of GFR 2017 (Rule 162) shall be applicable.

**(B) Emergency Safety Single Tender (ESST):** This may be adopted for emergent situations arising out of mine accidents, heavy rainfall etc., thereby endangering men and machinery for the duration of emergency (reasons to be recorded) as per following procedure:

- i) It shall be single cover system in which offers (BOQ i.e. price bid) may be collected from Contractor(s) who are working at present in the area/nearby area in Subsidiary and/or any other agency as deemed fit by the awarding authority.
- ii) Bid shall be opened on the same day and award of work will also be on the same day after establishing the reasonability of price taking into consideration the emergency situation. The issuance of LOA shall constitute the execution of contract. The work may commence immediately.
- iii) The PSD shall be applicable as per the existing provision of CMM of CIL. The work may commence immediately. However, the payment shall be made only after submission of PSD and execution of formal agreement.
- iv) All relevant Clauses of CMM of CIL/MCEW shall be applicable.
- v) Awarding Authority shall be as per the existing DoP for award of work on Nomination basis/ without calling Tender.

**Note:** Relevant provisions of GFR 2017 (Rule 166 & 194) shall be applicable.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-3 (TENDER OPENING, EVALUATION AND AWARD)

### SECTION-3

1. Constitution of Tender Committee/ Standing Tender Committee shall be as follows: -

- a) Chairman - GM rank
  - \* Representative of concerned GM-Area/Project
  - \* Representative of CTD
  - \* Representative of corporate finance
  - \* Representative of CMS/CMC

for estimated value of work, the award of which requires the approval of Director or Chairman, CIL/CMD of the Subsidiary Company.

- b) Chairman - of the level of Director
  - \* GM of concerned Area/Project
  - \* GM/Head of Department of CTD
  - \* GM(Fin)
  - \* GM(HOD) of CMS/CMC

for estimated value of work, the award of which requires approval of the Committee of Functional Directors headed by Chairman/CMD / Empowered Committee of Directors headed by Chairman/CMD including some of FDs, Govt. nominee & Independent Directors / Board of the Subsidiary Company.

- c) For estimated value of work, the award of which requires the approval of below Director level, the existing practice of the Subsidiary Company shall continue.

**Note:**

DoP as circulated by CIL/Subsidiary from time to time shall be followed.

2. Approving Authority for formation of Tender Committee:

- a) from Concerned Director for 1(a) above
- b) from Chairman/ CMD for 1(b) above

3. Inform respective members of the Tender Committee:

**NOTES:**

- 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 finalisation 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 CMS/ CTD is to act as Co-ordinator for the Tender Committee.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-3 (TENDER OPENING, EVALUATION AND AWARD)

- 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.
4. Intimate members of the Tender Committee about the date and time of the opening of tenders (as per e-Procurement Guidelines for Works and Services.)
5. Any significant change in condition necessitated from Pre-Bid meeting shall require approval of respective CFDs and subsequently, Tender schedule shall be shifted to a date 15 days beyond the date on which changed condition is uploaded.
6. Bid Opening & Tender Evaluation:  
As per the Guidelines for e-Procurement of Works and Services.

Acceptance of offer shall be from the Tender Accepting Authority (TAA) having delegation of power to accept recommended value of award.

There are occasions where in response to call for Bid, only single Bid or single valid bid is received. The powers of accepting such single Bid shall be as per delegation of power of the accepting authority.

**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 retenders; secondly the delay in executing 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.





## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-3 (TENDER OPENING, EVALUATION AND AWARD)

#### 7. Award of Work:

The Tender Committee will recommend for award of work to the successful Bidder. 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 as well as rates for individual items of work quoted by L-1 are justified and are in conformity with the guidelines given below:-

Compare the rates quoted by overall L-1 for each item of work 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; 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 rate. 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 CVC Circular.

- c) 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



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-3 (TENDER OPENING, EVALUATION AND AWARD)

CIL/Subsidiary.

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

All L-1 Bidders may be advised to submit the reduced price online & final L-1 may be decided on the basis of revised (reduced) Price.

OR

Through "Reverse Auction" amongst the L-1 Bidders online, if "Reverse Auction" is available in online mode.

The above Principle may be followed for offline tenders also.

- e) 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.

8. The recommendation of the Tender Committee with supporting documents to be put up for approval of Competent Authority with concurrence of Associated Finance as per delegation of Power.

If recommendation for award cannot be put to Committee of Functional Directors headed by Chairman/CMD within 30 days, then in association with Company Secretary, approval of the award may be obtained by circulation to members.

9. Prepare and finalize Letter of Acceptance (LOA) in accordance with the approval of award by the Competent Authority, specifying the quantity awarded and the rate finalized, Contract period, total value of contract and base Diesel price for price variation etc.

10. Issue LOA to successful Bidder(s) with directions to deposit Security Deposit and upload the LOA in e-Procurement Portal of CIL.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-4 (Issue of Work Order and signing of Agreement)

#### SECTION 04

1. The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer electronically online on the e-procurement portal of CIL prior to expiration of the Bid validity period. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").  
The offline communication of LOA shall not be mandatory.
2. The notification of LOA will constitute the formation of the Contract.
3. The Work Order shall be issued by Area GM for the contracts awarded from Company HQ, after submission of Performance Security and Additional Performance Security (if any) by the Contractor as per schedule with following details: -
  - a. Time schedule for execution of formal written Agreement.
  - b. Any other salient details as per standard format (to be decided at Subsidiary level)

**Note:** For the works awarded with the approval of Area GM or by an Authority of lower level, the practice of issuance of Work Order, signing of Agreement etc. may be followed as decided at Subsidiary Level.
4. Area General Manager will finalize the following in consultation with Project Officer/ In-charge and the Contractor:
  - a. Detailed Work Programme.
  - b. Contractor's Resource Mobilization plan.
  - c. Excavation plan and survey programme.
  - d. Other necessary details and plans for execution of the contract.
5. Area General Manager shall make Agreement with Article of Agreement in association with the Contractor, incorporating all documents as per NIT including terms and conditions, as soon as the Contractor submits Performance Security and Additional Performance Security (if any).
6. In case of any deviation from standard format, legal vetting may be obtained, if required.
7. Agreements between Contractor or his Authorized representative/ Power of attorney and Company shall be executed.
8. Area GM is authorized to sign all Agreements on behalf of the Company, based on accepted offer.
9. Agreement shall be executed with the successful Bidder within 14 days of receipt & confirmation of BG submitted in terms of Security Deposit/ Additional Performance Security (if any) by the Bidder.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-4 (Issue of Work Order and signing of Agreement)

In case of failure to enter in to Agreement within the specified period the contract will be terminated in accordance to Clause 9 of Conditions of Contract (GTC).  
No payment for the work shall be made before execution of this agreement.

#### 10. Inform the successful Bidder of the date of signing of the Agreement.

The successful Bidder shall enter into and execute Contract Agreement in the prescribed form on non-judicial stamp paper in accordance with the relevant law of the State/Union of India. The cost of the stamp papers for the Contract Agreement shall be borne by the successful Bidder. Two sets of Contract Agreements shall be prepared and signed by both the parties. One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy and one additional copy will be supplied to the Contractor free of cost and the original is to be retained by the Company. For any additional copy, additional cost to be charged.

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

#### 11. Enter details of contract signed, in the Register of Contract.

### 12. 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 and Additional Performance Security, if any, within the stipulated period of submission.
- a. In case the L-1 Bidder is found to be ineligible in evaluation of Bid for Tenders invited under one-part system i.e of value below Rs.50 Lakh.
- b. 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.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-5 (INSTRUCTION TO BIDDERS)

### SECTION-5 INSTRUCTIONS TO BIDDERS

#### 1. SCOPE OF BIDDER

- 1.1 The \_\_\_\_\_ (referred to as Employer in these documents) invites bids for the work as mentioned in the Notice Inviting Tenders (NIT). The Bidders should submit bid for the whole work mentioned in the NIT.
- 1.2 The successful Bidder will be expected to complete the Work by the Intended Completion Date specified in the tender document.

#### 2. ELIGIBLE BIDDERS

- 2.1 The invitation for bid is open to all Bidders including an Individual, Proprietorship firm, Partnership firm, Company registered under Companies Act or a Joint Venture. The Bidders shall be eligible to participate only if they fulfil the Eligibility Criteria specified in e-tender Notice. In a tender, a Bidder shall participate in one bid only.
- 2.2 Joint Venture (JV): Two or three Companies/Contractors may jointly undertake contract(s). Each entity will be jointly and severally responsible for completing the task as per the contract.

Joint Venture 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%)

Joint Venture must comply the following requirements:

- i. The qualifying criteria parameter e.g. experience, financial resources (of the relevant period) and the equipment/fleet strength of the individual member of the JV will be added together and the total criteria should not be less than as spelt out in qualifying/eligibility criteria as specified in e-tender Notice. However, the required Working Capital shall be met by individual members of JV as spelt out in the relevant Clause.
- ii. The formation of JV or change in the JV character/ members after submission of the bid and any change in the bidding regarding JV will not be permitted.
- iii. The bid, and in case of a successful bid - the agreement, shall be signed so as to legally bind all 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. In case of dissolution of a JV, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-5 (INSTRUCTION TO BIDDERS)

- v. The bid submission must include documentary evidence to the relationship between JV members in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the JV. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.
- vi. One of the members shall be nominated as 'In-charge' of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the members.
- 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. The contract agreement should be signed by each JV members. Subsequent declarations/letters/documents shall be signed by lead member authorized to sign on behalf of the JV or authorized signatory on behalf of JV.
- ix. The bid should be signed/digitally signed by the DSC holder submitting the Bid.
- x. An entity can be a member in only one JV. Bid submitted by JVs including the same entity as member will be rejected.
- xi. The JV agreement may specify the share of each individual member for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to that extent to individual member for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.
- xii. The JV agreement must specifically state that it is valid for the project for which bidding is done. 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.
- xiii. JV agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.

**Note:** If the work is awarded to a JV firm, they will register the JV agreement under Registration Act in accordance with law.





## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-5 (INSTRUCTION TO BIDDERS)

- xiv. JV shall open a bank account in the name of JV and all payments due to the JV shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN, GST registration etc. shall be submitted by JV before making any payment.
- xv. The JV must enroll in the e-Procurement portal with the name of the firm as appearing in the JV agreement.
- xvi. If a Bidder participates as Joint Venture (JV), the benefits as per Public Procurement Policy for MSEs Order-2012 shall not be applicable for them.

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

2.4 Procurement from Micro and Small Enterprises (MSEs) shall be applicable for Service Tenders in accordance to the notification of Govt of India (GoI) and including its amendment(s) as notified by GoI from time to time.

2.5 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.

### 3. ELIGIBILITY CRITERIA OF THE BIDDER

3.1 Eligibility criteria to qualify for award of the contract –

**a. Work Experience** : The Bidder must have experience of works (includes completed/ ongoing) of similar nature valuing 50 % of the Annualized estimated value of the work put to tender ( for period of completion over 1 year) / 50 % of the Estimated value of the work (for completion period up to one year ) put to Tender, in any year (consecutive 365 days) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.

Similar nature of works shall mean: Excavation & transportation of soil/overburden/shale/minerals etc. by mechanized means or Extraction of coal by mechanized means. However, works of similar nature may be suitably defined by respective Subsidiaries based on its own necessity.

“Annualised value” of the work shall be calculated as the “(Estimated value/Period of completion in Days) x 365”.

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



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-5 (INSTRUCTION TO BIDDERS)

**Note:** The definition of Similar Work to be given in the NIT 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 with respect to “Similar nature of work” defined in the NIT.

[In case of JV, Work Experience shall be met collectively by all the members.]

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

- I. Start date of the year for which work experience of Bidder is to be considered for eligibility.
- II. Start date & end date of each qualifying experience (similar nature)
- III. Work Order Number/Agreement Number of each experience
- IV. Name & address of Employer/Work Order Issuing authority of each experience
- V. Percentage (%) share of each experience (100% in case of an Individual/ Proprietorship firm or the actual % of share in case of a Joint Venture/Partnership firm).
- VI. Executed Value of work against each experience
- VII. In case the Bidder is a Joint Venture, the work experience of any one, two or three of the individual members of JV or the JV itself may be furnished as the work experience of the Bidder.

#### **Note:**

Work experience criteria is not required for tender value below Rs.50 Lakh unless otherwise specified in the NIT.

#### **Supporting Documents to be uploaded online:**

For work experience Bidders are required to submit Work Experience (includes completed / ongoing) Certificate issued by the employer against the Experience of similar work containing all the information as sought on-line.

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

Note: A Sample Checklist for Work Experience Certificate is enclosed as Annexure-XI

- b. Working Capital:** Evidence of possessing adequate working capital (at least 20% of the “Annualized value or Estimated value whichever is less” of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement. The Bidder should possess the working capital within three months prior to the date of opening of tender.
- [In case of JV, the lead member shall have to possess at least 50% share and all other members shall have to possess at least 25% share in the Working Capital].



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-5 (INSTRUCTION TO BIDDERS)

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

- i. Amount of available working capital inclusive of lines of credit and availability of other financial resources.
- ii. Date on which the Bidder possesses the required working capital.
- iii. Name of the Chartered Accountant (CA).
- iv. Membership Number of CA who certifies the Bidder's working capital on a particular date.
- v. Date of Issue of Certificate.

In case the Bidder is a Joint Venture, the working capital of the individual members of the JV will be added together.

##### **Note:**

Working Capital criteria is not required for tender below Rs.50 Lakh.

##### **Supporting Documents to be uploaded online:**

Certificate with UDIN of Working Capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by Bidder online.

##### **Note-**

A Sample Checklist for Working Capital Certificate is enclosed as Annexure-XII

- c. Fleet Requirement:** The Bidder is required to accept unconditionally in GTE (General Technical Evaluation) as an undertaking in the prescribed format to deploy matching equipment/tippers/pay loaders as per NIT either owned or hired.

##### **Information to be furnished online:**

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

- d. PAN Card:** PAN card issued by Income Tax department, Govt. of India (In case of JV, PAN card for each Indian partner of JV and Verifiable Tax Residency Certificate of respective country for each foreign partner or JV itself).

##### **Information to be furnished online:**

In respect of the above eligibility criteria the Bidders are required to furnish the confirmation of possessing the Permanent Account Number (PAN), in the form of Yes/No.

##### **Supporting Documents to be uploaded online (Bidder Space/My Document):**

Scanned copy of PAN card issued by Income Tax department, Govt. of India.

**Note:** In case of JV, each Indian member of JV should possess PAN and each foreign member should possess Verifiable Tax Residency Certificate of respective country or JV itself should possess PAN.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-5 (INSTRUCTION TO BIDDERS)

**e. GST Registration** (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 during bid submission as per above.

#### **Information to be furnished online:**

1. Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT with respect to GST status of the Bidder.
2. Status of the Bidder in the BOQ excel sheet being uploaded by the Bidder during bid submission as per above.

#### **Supporting Documents to be uploaded online (Bidder Space/My Document):**

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

- a) Status: GST registered Bidder under regular scheme

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

- b) Status: GST registered Bidder under composition scheme.

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

- c) 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.

[In case of JV, a Certificate with UDIN from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV w.r.to GST in compliance with relevant GST rules or GST Registration Certificate of JV].

#### **Note: -**

1. If turnover of Bidder exceeds exemption limit, the Bidder must have GST registration as per GST Act and rules.
2. During evaluation of GST Registered Bidders the confirmation of their status shall be verified from the relevant Govt website (Not to be kept as a part of NIT).



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-5 (INSTRUCTION TO BIDDERS)

- f. Legal Status of the Bidder:** The Bidder should be Individual/ Proprietorship firm/ Partnership firm/ Company registered under Companies Act/Joint Venture.

**Supporting Documents to be uploaded online:**

1. Affidavit or any other document to prove Proprietorship/Individual status of the Bidder.
2. Partnership deed containing name of partners.
3. Memorandum & Article of Association with certificate of incorporation containing name of Bidder.
4. i) Joint Venture agreement as per the format given in the bid document.  
ii) The document(s) regarding legal status of all the individual partners of JV as mentioned in Sl. No.1 or 2 or 3 above, as applicable and  
iii) Authorization to all the signatories of JV agreement by the respective partners of JV either in the form of Power of Attorney or any sort of legally acceptable document as applicable.

- 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 up to 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.

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.

**h. Written Consent regarding Arbitration:**

It shall be taken as an undertaking by the Bidder during submission of bid in case the Bidder is a Partnership Firm/Joint Venture. For this a general form of undertaking has been specified in e-Procurement guideline of Works and Services containing this Clause. For other category of Bidders acceptance of terms and condition through User Portal Agreement / LOB complies this requirement.

- 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.

**j. Restrictions on Public Procurement from certain countries:**



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-5 (INSTRUCTION TO BIDDERS)

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) 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.

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

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

**m.** Documents as required to comply with the Order No. P-45021/2/2017-PP (BE-II) for preference to Make in India (as applicable) issued by Govt. of India as amended from time to time shall be submitted.

3.2 Even though the Bidders meet the above eligibility 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.

3.3 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.

**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.

#### **4. ONE BID PER BIDDER**

4.1 Each Bidder shall submit only one Bid, either individually, or as a proprietor, or as a partner in a partnership firm or as a partner in a joint venture or as a Company registered under Companies Act. A Bidder who submits or participates in more than one Bid (other than as a sub-Contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.





## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-5 (INSTRUCTION TO BIDDERS)

#### 4.2 Conflict of Interest.

A Bidder may be considered to have a Conflict of Interest with one or more parties in this bidding process, if:

- a) they have controlling partner(s) in common; or
- b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have business relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) a Bidder or any of its affiliate participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid; or
- f) in case of a holding Company having more than one Subsidiary/Sister Concern having common business ownership/management only one of them can bid. Bidders must proactively declare such sister/common business/management in same/similar line of Business;

all such Bidders having a Conflict of Interest, shall be disqualified.

The Bidders shall comply the above provision of "Conflict of Interest" and submit an undertaking with respect to Clause No. 4.2 (d) & 4.2 (e) in GTE.

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

**"Note (Not part of tender document):**

In the above case, approval of Tender Accepting Authority shall be taken. In case Board/CMD of CIL/Subsidiary is Tender Accepting Authority, then the approval of CMD of CIL/Subsidiary is to be obtained."

#### **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 and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the Works. The costs of visiting the site shall be at the Bidder's own expense.

6.2 It shall be deemed that the Bidder has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-5 (INSTRUCTION TO BIDDERS)

whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates.

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

#### **7. CONTENT OF BIDDING DOCUMENTS**

The set of bidding documents comprises the documents listed below as issued online by the Employer and addenda issued in accordance with Clause 9:

1. Notice Inviting Tender.
2. Instructions to Bidders.
3. Conditions of Contract.
4. Scope of work/Bill of Quantities.
5. Forms of Securities and form of Article of Agreement.
6. Pre-contract Integrity Pact (if applicable)
7. User portal Agreement
8. Proforma for e-Mandate
9. Guidelines for Banning of Business.
10. Other documents, if required.

#### **8. CLARIFICATION OF BIDDING DOCUMENTS**

8.1 Pre-bid meeting, if required, after publication of Tender may take place 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.

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

Any significant change in condition necessitated from Pre-Bid meeting shall require approval of respective CFDs and subsequently, Tender schedule shall be shifted to a date 15 days beyond the date on which changed condition is uploaded.]

8.2 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



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-5 (INSTRUCTION TO BIDDERS)

Committee or any other authority is required to give clarification, he may do so to reply the queries within the prescribed time limit.

**[Note (Not to be part of tender document)]:** -The queries of Bidders clarified online and also unanswered queries of Bidders shall be referred in the TCR.

#### **9. CORRIGENDUM TO NIT**

Corrigendum should be issued only in exceptional cases as per the extant procedure and e-procurement guideline prevailing in the Company.

#### **10. LANGUAGE OF BID**

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

#### **11. BID PRICES**

11.1 The Bidders shall offer for the whole Works as described in Sub-Clause 1.1, based on the Bill of Quantities. Based on priced bill of quantities submitted by the Bidder, the Employer reserves the right to allot whole or part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.

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

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



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-5 (INSTRUCTION TO BIDDERS)

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.

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

## **12. CURRENCIES OF BID AND PAYMENT**

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

## **13. BID VALIDITY**

- 13.1 Bid shall remain valid for a period not less than 120 days after the deadline for bid submission specified in Clause 16.

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

## **14. BID SECURITY/EARNEST MONEY DEPOSIT**

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



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-5 (INSTRUCTION TO BIDDERS)

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 Performance Security Deposit/Additional Performance Security if any;

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

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

However, banning shall be done as per Guidelines for Banning of Business.”

- 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.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - *HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL*

#### SECTION-5 (INSTRUCTION TO BIDDERS)

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 Clause No.7 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. SIGNING AND SUBMISSION OF BID:**

- a. In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal (<https://coalindiatenders.nic.in>) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one-time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person.
- b. The 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, declaration w.r.t Make in India order and compliance w.r.t procurement from Bidder of a country which shares a land border with India etc. 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.





## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-5 (INSTRUCTION TO BIDDERS)

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 Mining tenders and Tenders for Turnkey Contracts will be as per Contract Management Manual and EMD for Civil, E&M and other tenders will be as per Manual of Civil Engineering Works of CIL and the existing policy of CIL.
- 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-
  - 1. For One/Single Part System- All the confirmatory documents as prescribed in the NIT and TPS (if applicable) in Cover-I and Price bid in Cover-I/ Cover-II as specified (Both are to be decrypted simultaneously).
  - 2. 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.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-5 (INSTRUCTION TO BIDDERS)

- 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-I/ Cover-II, as specified for One Part system and 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.

#### **16. DEADLINE FOR SUBMISSION OF BIDS**

- 16.1 Bids shall be submitted online on the e-procurement portal of CIL within the deadlines prescribed as per Guidelines for e-procurement for Works and Services of CIL.
- 16.2 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.
- 16.3 Auto extension of Bid may also be done in accordance to Guidelines for e-procurement for Works and Services of CIL.

#### **17. 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.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-5 (INSTRUCTION TO BIDDERS)

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:

#### I. For One Part System-

The penal actions are-

1. the EMD will be forfeited and
2. 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.

#### II. For Two Part System-

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:**

- i. In case of above penal actions, a letter will be issued to the Bidder by Tender Inviting Authority with the approval of Tender Accepting Authority (When TAA is CFD then with the approval of CMD, in case TAA is CMD then with the approval of concerned Director. In case TAA is below CMD, then approval of respective TAA is required), stating that the EMD of Bidder is forfeited, and this Bidder is debarred for one year or minimum one year, as the case may be; from participating in tenders in CIL/Subsidiary. This letter will be circulated to all Areas and CIL/Subsidiary HQ and the updated list will be maintained by all Tender Inviting Authority/Evaluators.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-5 (INSTRUCTION TO BIDDERS)

- 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.

#### **18. OPENING OF BID:**

##### **18.1 For One Part System-**

18.1.1 The tender will be opened one day after the Bid submission end date or next working day whichever is later Tender will be decrypted and opened online by the "Bid Openers" with their Digital Signature Certificates on the prescheduled date & time of Tender Opening.

18.1.2 All the documents uploaded by L-1 Bidder including EMD exemption documents (if any) and the Evaluation sheets generated by the system online shall be downloaded after opening of bid.

##### **18.2 For Two Part System- Opening of Technical Bid-**

18.2.1 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.

18.2.2 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.

18.2.3 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 automatically rejected by the system.

18.2.4 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.

#### **19. EVALUATION OF TENDER:**

19.1 After opening of Tender/ Technical bid (as the case may be), it will be evaluated by the constituted Tender Committee.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-5 (INSTRUCTION TO BIDDERS)

## 19.2 Evaluation of Tender-

### I. For One Part System:

- A.** After opening of bid, the documents submitted by L-1 Bidder in cover I as enlisted in the NIT will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/declarations furnished by the L-1 Bidder online. If it confirms to all of the information/ declarations furnished by the Bidder online and does not change the eligibility status of the Bidder then the Bidder will be considered eligible for award of Contract.
- B.** In case the Tender Committee finds that there is some deficiency in uploaded documents 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.
- C.** The tender will be evaluated on the basis of documents uploaded by L-1 Bidder online. The L-1 Bidder is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
- D.** In case the L-1 Bidder submits requisite documents online as per NIT, then the Bidder will be considered eligible for award of Contract.
- E.** In case the L-1 Bidder fails to submit requisite documents online as per NIT or if any of the information/declaration furnished by L-1 Bidder online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by Bidder, which changes the eligibility status of the Bidder, then his bid shall be rejected and EMD of L-1 Bidder will be forfeited.
- F.** Deleted
- G.** In case the L1 Bidder is technically eligible but rejection is due to high rate quoted by him/her then the tender shall be cancelled and retendered.
- H.** In case the L1 Bidder is rejected due to noncompliance of confirmatory documents then the L-2 Bidder will become L-1 Bidder and confirmatory



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-5 (INSTRUCTION TO BIDDERS)

documents of this Bidder shall be evaluated by TC and the process shall be followed as mentioned in Clause No. A to G above.

- I. The process as mentioned at Cl. H shall be repeated till the work is either awarded or all the eligible Bidders are exhausted.
- J. In case none of the Bidder complies the technical requirement, then re-tender will be done (with the same or different quantity, as per the instant requirement).
- K. Verification of document shall be dealt as per Guidelines for e-Procurement of Works and Services. (Not a part of Tender document)
- L. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.

#### **II. For Two Part System:**

- 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.
- 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





## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-5 (INSTRUCTION TO BIDDERS)

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. 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.

**Note: *Not to be part of tender document***

- 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).

### **III. The following clauses are applicable for both One Part and Two Part Systems:**



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-5 (INSTRUCTION TO BIDDERS)

**A. Procurement from Micro and Small Enterprises (MSEs) shall be applicable for Service Tenders in accordance to the notification of Govt. of India and including its amendment(s) as notified by Gol from time to time-**

i) Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, 25% of the work will be awarded to MSE as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) for the tendered work/item. Where the tendered work can be split, MSE quoting a price within a price band of L1 + 15% shall be awarded at least 25% of total tendered work provided they match L1 price. In case the tendered work cannot be split, MSE shall be awarded full work provided their quoted price is within a price band of L-1 + 15% and they match the L-1 price.

ii) In case of more than one such MSEs are in the price band of L-1 + 15% and matches the L-1 price, the work may be shared proportionately if the job can be split.

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

iii) Out of the 25% target of annual procurement from micro and small enterprises 3(three) percent shall be earmarked for procurement from micro and small enterprises owned by women. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L-1 price, 3(three) percent sub-target so earmarked shall be met from other MSEs.

iv) Out of the 25% target of annual procurement from micro and small enterprises 4(four) percent shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste & Scheduled Tribe entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L-1 price, four percent sub-target so earmarked shall be met from other MSEs.

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



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-5 (INSTRUCTION TO BIDDERS)

for enabling CIL to ascertain that the MSE is owned by SC/ST. MSE owned by SC/ST is defined as:

- In case of proprietary MSE, proprietor(s) shall be SC /ST
- In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the enterprise.
- In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

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

- a. Micro Enterprise -Enterprise where the investment in Plant and Machinery or Equipment does not exceed One Crore Rupees and Turnover does not exceed Five Crore Rupees.
- b. Small Enterprise- Enterprise where the investment in Plant and Machinery or Equipment does not exceed Ten Crore Rupees and Turnover does not exceed Fifty Crore Rupees.

vii) The MSEs should be registered with District Industries Centers (DICs)/ Khadi & Village Industries Commission (KVIC)/ Khadi & Village Industries Board (KVIB)/ Coir Board/ NSIC/ Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) are eligible for availing benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012.

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

#### **Note: Not to be a part of tender document**

- a) MSEs shall be allowed to participate in Service tenders in accordance to the notification of Govt. of India and including its amendment(s) as notified by Gol from time to time.
- b) As per clarification received from Ministry of MSME vide F.No.21(12)/2016-MA dated 15<sup>th</sup> June 2018 Works contract are not covered under PP Policy:

Quote

Subject: Clarification regarding Public Procurement Policy-Applicability to Works Contract reg.

Kindly refer to your e-mail dated 13.06.2018 along with letter No.GAIL/ND/C&P/CO/MSME /2018-19/01/Rem on the subject cited above.

In this context, it is to inform that Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 supersedes all previous order/circular/letter issues by this office relating procurement of goods and



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-5 (INSTRUCTION TO BIDDERS)

services and also to inform you that as per PP Policy-2012, Works contract are not covered under PP Policy.

Unquote

**B. 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 shall be applicable.**

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

- I. In the procurement of works which are divisible in nature, the following procedure shall be followed: -
  - i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract for full quantity will be awarded to L-1 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 of works which are not divisible, and in procurement of services where the bid is evaluated on price alone, 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



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-5 (INSTRUCTION TO BIDDERS)

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.

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

#### **Verification of local content:**

- I. If the estimated value of Procurement is less than 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.
- II. If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate 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.
- III. 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.
- IV. False declarations will attract banning of business of the Bidder for a period up to two year as per the Guidelines for Banning of Business.
- V. A local supplier who has been debarred by any procuring entity for violation of above 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.

Note (For departmental users & not to be part of Tender Document):

1. In case of procurement of all goods, services or works in respect of which the Nodal Ministry of department has communicated that there is a sufficient local capacity and local competition, only Class-I local supplier as defined under the said order, shall be eligible to bid irrespective of purchase value.
2. In procurement of all goods, services or works, not covered by sl. No.1 above and with estimated value of purchases less than Rs.200 crore in accordance to Rule 161 (iv) of GFR 2017, Global tender enquiries shall not be issued except with competent approval as designated by Department of Expenditure. Only Class-I local supplier and Class-II local supplier as defined under the order, shall be eligible to bid in procurements undertaken by procuring entities, except when global tender enquiries have been issued. In global tender enquiries, Non-local suppliers shall also be eligible to bid long with Class-I local suppliers and Class-II local suppliers.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - *HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL*

#### SECTION-5 (INSTRUCTION TO BIDDERS)

**C. Procurement from Startups shall be applicable for Works/Service Tenders in accordance to the notification of Govt. of India and including its amendment(s) as notified by Gol from time to time.**

- i. Prior experience and prior turnover shall be relaxed for Startups Bidders as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) for the category of Work/Services in which they are registered, subject to meeting of quality and technical specifications.
- ii. This shall be applicable in Works/Service tenders having innovation, development or improvement of products or processes of services. Such Works/Services need to be examined at Subsidiary level on case to case basis to decide for keeping the provision for Startups. The routine/pre-engineered works/Services shall be excluded from the Startups Clause.
- iii. To waive off the requirement of experience and turnover criteria for Startups, the details of work Experience and Financial Turnover during bidding on the portal, a pre-defined input shall be prescribed in the NIT to be filled up by startups so that they comply the portal logic. A confirmatory document for being a Startups shall be prescribed in the NIT which shall be a certificate for being a Startups issued by DPIIT in the category of work and/or Service for which they are registered. This provision shall continue till e-Procurement portal is customized to take care of Bidder wise evaluation.
- iv. The existing working capital eligibility criteria shall be kept enabled for all the participating Bidders including Startups.

19.3 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.

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.

19.4 After competent approval and financial concurrence of TCR, the 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.

19.5 (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.





## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-5 (INSTRUCTION TO BIDDERS)

- (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):-**

In the above case, approval of Tender Accepting Authority (TAA) shall be taken. In case CFDs of CIL/Subsidiary or CMD is TAA, then the approval of CMD of CIL/Subsidiary is to be obtained and if the TAA is below CMD level then approval of TAA shall be obtained.” However, banning shall be done as per Guidelines for Banning Business.

#### 20. CLARIFICATION OF BIDS:

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 up to 7 days. The clarification shall be taken in online mode in the e-Procurement portal of CIL only.

**Note: 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.

#### 21. PROCESS TO BE CONFIDENTIAL

- 21.1 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, 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 the 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. This will be specifically mentioned in the NIT.

- 21.2 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. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 22.1 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents without material deviation or reservation. A material deviation or reservation is one:
- which affects in any substantial way the scope, quality, or performance of the works;
  - which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-5 (INSTRUCTION TO BIDDERS)

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

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

### **23. EVALUATION AND COMPARISON OF BIDS**

23.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause No. 22.

23.2 The evaluation of Bid, by the Employer shall be done as per Clause No. 19.

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

23.4 No document presented by the Bidder, after closing date and time of bid, will be taken into account by the evaluation committee unless otherwise called for during scrutiny / technical scrutiny by the tender committee as clarification. This however, will have no bearing with the price quoted in the price bid. If a Bidder offers a rebate unilaterally after the end date and time of the bid submission, it will not be taken into account for evaluation purpose by the tender committee. But if that Bidder emerges as the lowest evaluated, the rebate offer will be taken into account for determination of the total offer.

23.5 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.

23.6 There should be no provision in the Bid Documents regarding submission of Additional Security Deposit / Bank Guarantee (BG) in case of Abnormally Low Bids. There shall be a provision in the Bid document regarding Abnormally Low Bid that the Procuring Entity may in such cases seek written clarifications from the Bidder, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analyses, Procuring Entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the bid/ proposal.

#### **[Note (Not part of the tender document):**

In compelling circumstances, the provision for awarding work in case of Abnormally Low Bid with Additional Performance Security may be incorporated in the tender document with the approval of the next higher authority to the authority competent to finalize the particular tender.

Such Additional Performance Security (APS) shall be applicable if the bid price is below 15% of the updated/justified cost Finalized by the Owner as on the last date of Bid submission. The amount of such APS shall be the difference between



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-5 (INSTRUCTION TO BIDDERS)

85% of the updated/justified cost Finalized by the Owner as on the last date of Bid submission and quoted price.

Updated/justified cost shall be based on prevalent market rate of material components and Labour components, analysed as per standard analysis of rate adopted in the preparation of SOR.

Approving Authority of updated/justified cost shall be the authority who has approved the estimate for the Tender/as per existing guidelines in this regard.

Additional Performance Security (APS) shall be furnished within 21 days of issuance of LOA by the successful Bidder.

Failure to submit such Additional Performance Security shall result into cancellation of the contract with forfeiture of earnest money.

Additionally, the Company shall debar such defaulting Contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum 1 (one) year from the date of issue of such letter. In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.

In the above case, approval of Tender Accepting Authority (TAA) shall be taken. In case CFDs of CIL/Subsidiary or CMD is TAA, then the approval of CMD of CIL/Subsidiary is to be obtained and if the TAA is below CMD level then approval of TAA shall be obtained." However, banning shall be done as per Guidelines for Banning of Business.]

#### **24. AWARD CRITERIA**

Subject to Clause 23, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated acceptable Bid Price, provided that such Bidder has been determined to be:

- a. eligible in accordance with the provisions of Clause 2; and
- b. qualified in accordance with the provisions of Clause 3.

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

Notwithstanding Clause 24, 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. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT**

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



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-5 (INSTRUCTION TO BIDDERS)

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.

26.2 The notification of LOA will constitute the formation of the Contract.

26.3 The work order shall be issued by Area GM for the contracts awarded from Company HQ, after submission of Performance Security and Additional Performance Security (if any) by the Contractor as per schedule with following details:

- a. Time schedule for Execution of Formal written Agreement.
- b. Any other salient detail as per standard format (to be decided at Subsidiary level).

**Note:** For the works awarded with the approval of Area GM or by an Authority of lower level, the practice of issuance of Work Order, signing of Agreement etc. may be followed as decided at Subsidiary Level.

The Agreement will incorporate all agreements between the Employer and the successful Bidder and shall be executed within 14 days of confirmation of Performance Security and Additional Performance Security (if any) submitted by the Contractor as per contract conditions.

In case of failure to enter in to agreement within the specified period, the contract will be terminated in accordance to Clause 9 of Conditions of Contract (GTC).

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

26.4 In the bidding process, the cause of rejection of bid of any Bidder shall be intimated to non-qualified Bidder online and the Earnest Money shall be refunded to unsuccessful Bidders as per provision of Clause No.14.3.

26.5 The Contractor shall enter into and execute contract agreement in the prescribed form on non-judicial stamp paper in accordance with the relevant law of the State/Union of India. The cost of the stamp papers for the contract agreement shall be borne by the Contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy and one additional 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.

## 27. **PERFORMANCE SECURITY/SECURITY DEPOSIT**

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.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-5 (INSTRUCTION TO BIDDERS)

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

#### **28. Employment of Labour:**

28.1 Contractors are to employ, to the extent possible (as per policy decision of the Company valid from time to time), local project affected people and pay wages not less than the wages fixed (notified and prevalent during execution of the work for mining activity) by the Company and guidelines incorporated at Clause 12 of GTC.

\*CIL/ Subsidiary companies shall specify such rates in their bid.

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.

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 by the Competent Authority annually /as and when asked. Bidder shall also submit copies of statutory returns.

#### **Note:**

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.

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

28.3 The Contractor's workmen shall be paid through Bank.

#### **29. 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 .....court only.

#### **30. Downloading bid document**

- i) The Bidders will download the Bid documents from the website. The Company shall not be responsible for any delay/ difficulties/ inaccessibility of the downloading facility for any reason whatsoever. The downloading facility shall be available as soon as the bid is notified and up to the period of submission.
- ii) The Bidders will be required to submit an undertaking that they will accept the Bid documents as available in the website and their Bid shall be rejected if any tampering in the Bid documents is found to be done at any time after opening of Bid and during pendency of the contract.
- iii) 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



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-5 (INSTRUCTION TO BIDDERS)

with respect to this online Bid document from the Bidder side shall not be entertained.

#### **31. e-Payment**

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

#### **32. Integrity Pact (As Applicable)**

Bidders are required to accept the pre-contract integrity pact as available in the Bid document online at e-procurement portal of CIL. 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.

#### **33. Change in the Constitution of Contracting Agency.**

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

#### **34. Miscellaneous.**

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

34.2 The site for work may be made available in parts.

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

34.4 Provisions related to instructions to bidder shall be a part of agreement.

**Note:** For e-tendering, refer Instruction to Bidders under Services Manual for e-tendering.

#### **35. 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:**

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.

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 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





## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-5 (INSTRUCTION TO BIDDERS)

- 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 persons, 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 persons, 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 (d) 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.
- v. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - *HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL*

#### SECTION-6 (CONDITIONS OF CONTRACT GENERAL TERMS AND CONDITIONS)

### SECTION-6 CONDITIONS OF CONTRACT GENERAL TERMS AND CONDITIONS

#### DEFINITIONS:

- i. The word "Company" or "Employer" or "Owner" wherever occurs in the conditions, means the ..... Limited, represented at the headquarters of the Company by the ..... or his authorized representative or any other officer specially deputed for the purpose.
- ii. The word "Principal Employer" wherever occurs, means the authorized representative or any other officer specially deputed by the Company for the purpose.
- iii. The word "Contractor" / "Contractors" wherever occurs means the successful Bidder/ Bidders who has/have deposited the necessary Earnest Money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a Company or the successors and permitted assignees of such individual, firm or Company, as the case may be.
- iv. "The Site" shall mean the site of the contract work including land and any building and erections thereon and any other land allotted by the Company for Contractor's use.
- v. '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.

- vi. A 'Day' shall mean a day of 24 hours from midnight to midnight.
- vii. Engineer-In-Charge/Designated Officer-in-charge who is of an appropriate seniority will be responsible for supervising and administering the contract, certifying payment due to the Contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. Engineer-In-Charge/Designated Officer-in-charge may further appoint his representatives i.e. another person/ Project Manager or any other competent person and notify to the Contractor who is directly responsible for supervising the work being executed at the site, on his behalf under the Delegation of Powers of the Company. However, overall responsibility, as far as the contract is concerned will be that of the Engineer-In-Charge/Designated Officer-in-charge.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-6 (CONDITIONS OF CONTRACT GENERAL TERMS AND CONDITIONS)

- viii. The 'Contract' shall mean the Notice Inviting Tender, the tender as accepted by the Company and the formal agreement executed between the Company and the Contractor together with the documents referred to therein including General Terms and Conditions, Special Conditions, if any, schedule of quantities with rates and amounts, Schedule of work. Until the formal agreement is signed between the Owner and the Contractor, LOA/Work Order together with Contract Document, shall constitute the Contract.
- ix. The 'Works' shall mean the works required to be executed in accordance with the contract or parts thereof as the case may be and shall include all extra or additional or any work of emergent nature, which in the opinion of the Engineer-In-Charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- x. 'Schedule of Rates' referred to in these conditions shall mean the standard schedule of rates prescribed by the Company and the amendments issued from time to time.

**Note:-** Functional Directors of Subsidiaries to approve the Schedule of Rates for Coal Transportation, OB Removal, OB removal & Coal evacuation/transportation (composite) etc.

- xi. 'Contract price' shall mean
- a) in the case of lump sum contracts the total sum for which tender is accepted by the Company.
  - b) in the case of other types of contracts, the total sum arrived at based on the individual rates quoted by the tenderer for the various items shown in the 'Bill of quantities' of the tender documents as accepted by the Company with or without any alteration as the case may be.
- xii. 'Written notice' shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the Corporation/Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

## 2. CONTRACT DOCUMENTS:

The following documents shall constitute the contract documents:

- (i) Articles of Agreement,
- (ii) Notice Inviting Tender and Instruction to Bidders,
- (iii) Conditions of Contract, including General Terms and Conditions, Additional Terms and Conditions, Special Conditions, if any etc. forming part of the Agreement,
- (iv) Letter of Acceptance of Bid indicating deviations, if any, from the Conditions of Contract incorporated in the Bid/Tender document issued to the Bidder,
- (v) Scope of works/Bills of Quantities,
- (vi) Finalized work programme,
- (vii) Integrity Pact as applicable as decided by different Subsidiary Companies
- (viii) Guidelines for Banning of Business,



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-6 (CONDITIONS OF CONTRACT GENERAL TERMS AND CONDITIONS)

(ix) Any other document, if required.

- 2.1 After acceptance of Bid and on execution of Contract/issue of Work Order to proceed with the work, as the case may be, the Contractor shall be furnished, free of charge, two copies of contract documents. (certified true copies), excepting those drawings to be supplied during the progress of work. The Contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Engineer-In-Charge, his representatives or any other officials authorized by the Company for the purpose.
- 2.2 None of these documents shall be used by the Contractor for any purpose other than this contract and the Contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

### **3. DISCREPANCIES AND ADJUSTMENTS THEREOF:**

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

- 3.1 In the event of varying or conflicting provisions made in any of the document/documents forming part of the contract, the Tender Accepting Authority's decision/clarification shall hold good with regard to the intention of the document or contract, as the case may be.
- 3.2 Any error in description, quantity or rate in schedule or quantities or any omission therefrom, shall not vitiate the contract or release the Contractor from discharging his obligations under the contract including execution of work according to the 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.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-6 (CONDITIONS OF CONTRACT GENERAL TERMS AND CONDITIONS)

#### **4. SECURITY DEPOSIT:**

4.1 Security Deposit shall consist of two parts:

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

The Security Deposit shall bear no interest.

4.2 Performance Security (first part of Security Deposit) should be 5% of annualized value of contract amount or contract amount, whichever is less and should be submitted within 21 days of issue of LOA, by the successful Bidder in any of the form given below:

- 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.....
- Govt. Securities, FDR (Scheduled Bank) or any other form of deposit Stipulated by the owner.
- Demand Draft drawn in favour of ..... on any Scheduled Bank payable at its Branch at.....

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

#### **Not to be part of Tender Document:**

The approving authority for the above shall be CFD of the concerned Subsidiary. Further, CFDs, CIL is authorized to accept Performance Security for the work awarded beyond the time limit of 14 days already authorized to Subsidiary CFDs with proper justification on case to case basis.

The Earnest Money/Bid Security deposited is to be returned to the Contractor after submission 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.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-6 (CONDITIONS OF CONTRACT GENERAL TERMS AND CONDITIONS)

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 of Beneficiary & its details	Name	
	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 shall be cancelled with forfeiture of the Bid Security/Earnest Money.

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

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

**“Note (Not part of tender document):**

In the above case, approval of Tender Accepting Authority (TAA) shall be taken. In case CFDs of CIL/Subsidiary or CMD is TAA, then the approval of CMD of CIL/Subsidiary is to be obtained and if the TAA is below CMD level then approval of TAA shall be obtained.”





## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-6 (CONDITIONS OF CONTRACT GENERAL TERMS AND CONDITIONS)

However, banning shall be done as per Guidelines for Banning of Business.

- 4.4 All Running on Account Bills shall be paid at 97%. The balance 3% shall be treated as Retention Money and will be second part of security deposit.

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

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

- 4.5 Refund of Security Deposit:

The refund of Security Deposit shall be subject to Company's right to deduct/appropriate its dues against the Contractor under this contract or under any other contract. On completion of the work and certified as such by the Engineer-In-Charge, the Security Deposit remaining with the Company shall be refunded.

Performance Security (1<sup>st</sup> part of security deposit) shall be refunded within 60 days of the completion of the work. (The date of completion of the work will be certified by the Engineer-In-Charge)

Retention Money (2<sup>nd</sup> part of security deposit) shall be refunded after 150 days of the completion of the work. (The date of completion of the work will be certified by the Engineer-In-Charge).

- 4.6 Additional Performance Security (APS):

There should be no provision in the Bid Documents regarding submission of Additional Security Deposit / Bank Guarantee (BG) in case of Abnormally Low Bids. There shall be a provision in the Bid document regarding Abnormally Low Bid that the Procuring Entity may in such cases seek written clarifications from the Bidder, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analyses, Procuring Entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the bid/ proposal.

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

In compelling circumstances, the provision for awarding work in case of Abnormally Low Bid with Additional Performance Security may be incorporated in the tender document with the approval of the next higher authority to the authority competent to finalize the particular tender.

Such Additional Performance Security (APS) shall be applicable if the bid price is below 15% of the updated/justified cost Finalized by the Owner as on the last date of Bid submission. The amount of such APS shall be the difference between 85% of the updated/justified cost Finalized by the Owner as on the last date of Bid submission and quoted price.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-6 (CONDITIONS OF CONTRACT GENERAL TERMS AND CONDITIONS)

Updated/justified cost shall be based on prevalent market rate of material components and Labour components, analysed as per standard analysis of rate adopted in the preparation of SOR.

Approving Authority of updated/justified cost shall be the authority who has approved the estimate for the Tender/as per existing guidelines in this regard.

Additional Performance Security (APS) shall be furnished within 21 days of issuance of LOA by the successful Bidder.

Failure to submit such Additional Performance Security shall result into cancellation of the contract with forfeiture of earnest money.

Additionally, the Company shall debar such defaulting Contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum 1 (one) year from the date of issue of such letter. In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.

In the above case, approval of Tender Accepting Authority (TAA) shall be taken. In case CFDs of CIL/Subsidiary or CMD is TAA, then the approval of CMD of CIL/Subsidiary is to be obtained and if the TAA is below CMD level then approval of TAA shall be obtained.” However, banning shall be done as per Guidelines for Banning of Business.]

In case the work is awarded with Additional Performance Security, it may be furnished in any of the forms as applicable for Performance Security.

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

This Additional Performance Security will not carry any interest and shall be released in the following manner:

- I. 30% of Additional Performance Security will be released after 60% of the total work is completed.
- II. 50% of Additional Performance Security will be released after 80% of the total work is completed.
- III. 100% of Additional Performance Security will be released after total work is completed.

#### **5. DEVIATIONS/ VARIATIONS IN QUANTITIES:**

Extent and Pricing: The quantities given in the 'Schedule of Quantities' are provisional and are meant to indicate the extent of the work and to provide a uniform basis for tendering and any variation either by addition or omission shall not vitiate the contract.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-6 (CONDITIONS OF CONTRACT GENERAL TERMS AND CONDITIONS)

5.1 The Company through its Engineer-In-Charge or his representative shall, without radically changing the original scope and nature of the contracted work, have power to make any alterations in or additions to or substitution of the original and instructions that may appear to be necessary or advisable during the progress of the work. The Contractor shall be bound to carry out the works in accordance with the instructions given to him in writing by Engineer-In-Charge or his representative on behalf of the Company.

**Note:** Change of site within the mines of same Area because of geological disturbances, non-shifting of houses, non-availability of FC in time, some EC restrictions etc. shall not be considered as radical change in the original scope and nature of the contracted work, for the purpose of clause 5.1 of CMM and shall be approved by CFD of Subsidiary Company. Such change of site shall not require consent of the Contractor. CFD of the Subsidiary Company may approve change of site in other situations also, depending upon the prevailing local conditions.

However, if change of site relates to mine outside the Area but in the same Coalfield due to situations as enumerated above, may be decided by the CFD of the Subsidiary, with the consent of the Contractor.

Such altered or additional work, which shall form part of the original contract, shall be carried out by the Contractor on the same conditions in all respects on which they agree to do the main works and at the same rate/rates as are specified in the contract.

In case of difficulty in handing over the site indicated in tender document or in continuing the work as per the agreed time and progress chart in allocated site, the Company shall have the right to allocate an alternative and/or supplementary site similar to the original site in terms of geological formations and the same range of leads in the same mine to achieve the quantity limited to mutually agreed time and progress chart/NIT. No sooner the adequate hindrance free space at original site is available, the work should be restored in the original site. In such cases no extension of contract with additional quantity shall be done.

**“Note (Not part of tender document):**

The shifting of place of work should not allow / accrue any extra benefit to the Contractor. Such change of site to be approved by CMD of Subsidiary Company with intimation to the Board.”

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

- a. the rate shall be derived from the rate/rates for similar or near similar class of work as is/are specified in the contract/tender, failing which
- b. the rates shall be derived from the Company's prescribed Schedule of Rates based on which the estimate for tendering has been prepared plus or minus



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-6 (CONDITIONS OF CONTRACT GENERAL TERMS AND CONDITIONS)

the percentage by which the tendered amount for the whole work quoted by the Contractor is above or below the estimated amount as per the tender documents, failing which

- c. the rate shall be derived from Contractor's rate claimed for such class of work supported by analysis of the rate/rates claimed by the Contractor. The rate to be determined by the Engineer-In-Charge as may be considered reasonable taking into account percentage of profit and overhead not exceeding ten percent or on the basis of market rates, if any, prevailing at the time when work was done.

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

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

- 5.3 Alterations in the quantities shall not be considered as a change in the conditions of the contract nor invalidate any of the provision thereof provided that a Revised Work Order for the item/items involved is issued. Such alterations with consent of the Contractor shall need appropriate approval, as below:

- a) Additional quantity upto 10% of original awarded value may be awarded in exceptional circumstances with the approval of Tender Approving Authority.

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

In the above case, approval of Tender Accepting Authority (TAA) shall be taken. In case CFDs of CIL/Subsidiary or CMD is TAA, then the approval of CMD of CIL/Subsidiary is to be obtained and if the TAA is below CMD level then approval of TAA shall be obtained.

- b) However, in exceptional circumstances such as non-finalization of subsequent contract, court case etc, additional quantity beyond 10% and upto 30% of original awarded value may be awarded with the approval of Competent Authority.

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

This shall require the approval of authority one step higher than the Tender Accepting Authority. In case CFDs is Tender Accepting Authority, then the approval of CFDs of CIL/Subsidiary is to be obtained.

However, TAA shall be in accordance with current prevalent DoP of CIL/Subsidiary.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-6 (CONDITIONS OF CONTRACT GENERAL TERMS AND CONDITIONS)

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

The validity of the Bank Guarantee, if submitted by the Contractor, in lieu of Performance Security / Security Deposit shall be extended in pursuant to Clause No.4.3 taking into consideration the period of extension.

- 5.5 The Company through its Engineer-In-Charge or his representative, on behalf of the Company, shall have power to omit any part of the work for any reason and the Contractor shall be bound to carry out the work in accordance with the instruction given by the Engineer-In-Charge. No claim for extra charges/damages shall be made by the Contractor on these grounds.

- 5.6 In the event of any deviation being ordered which in the opinion of the Contractor changes radically the original scope and nature of the contract, the Contractor shall under no circumstances suspend the work, either original or altered or substituted, and the dispute/disagreement as to the nature of deviation or the rate/rates to be paid thereof shall be resolved separately with the Company.

- 5.7 The re-appropriation/re-allocation of the quantities.

- a) Quantity upto 10% of original awarded value may be awarded in exceptional circumstances with the approval of Tender Approving Authority.

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

In the above case, approval of Tender Accepting Authority (TAA) shall be taken. In case CFDs of CIL/Subsidiary or CMD is TAA, then the approval of CMD of CIL/Subsidiary is to be obtained and if the TAA is below CMD level then approval of TAA shall be obtained.

However, TAA shall be in accordance with current prevalent DoP of CIL/Subsidiary.”

- b) However, in exceptional circumstances such as non-finalisation of subsequent contract, court case etc, quantity beyond 10% and upto 30% of original awarded value may be done with the approval as per DoP.

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

This shall require the approval of authority one step higher than the Tender Accepting Authority. In case CFDs is Tender Accepting Authority, then the approval of CFDs of CIL/Subsidiary is to be obtained.

However, TAA shall be in accordance with current prevalent DoP of CIL/Subsidiary.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - *HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL*

#### SECTION-6 (CONDITIONS OF CONTRACT GENERAL TERMS AND CONDITIONS)

#### **6. TIME FOR COMPLETION OF CONTRACT- EXTENSION THEREOF, DEFAULTS & COMPENSATION FOR DELAY:**

Immediately after the Bid of the contract is concluded, the Engineer-In-Charge and the Contractor shall agree upon time and progress chart prepared on the basis of a transportation schedule to be submitted by the Contractor showing the order in which the work is proposed to be carried out within the time specified in the contract documents. For the purpose of this time and progress chart, the work shall be deemed to have commenced on the expiry of 10 (ten) days from the issue of Letter of Acceptance (LOA)/Work Order or handing over the site of work whichever is later.

However, the date of commencement may be decided with mutual consent with the Contractor on any date after issuance of Letter of Acceptance/ Work Order or handing over the site of work prior to the date as prescribed above.

However, payment for the work done would be made only after execution of the agreement.

- 6.1 If the Contractor, without reasonable cause or valid reason, commits default in commencing the execution of the work within the aforesaid date, the Company shall, without prejudice to any other right or remedy, be at liberty, by giving 15 days' notice in writing to the Contractor to commence the work, failing which to forfeit Bid Security / Performance Security Deposit and Additional Performance Security Deposit, if any deposited by him.

Additionally, the Company shall debar such defaulting Contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum 1 (one) year from the date of issue of such letter. In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.

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

In the above case, approval of Tender Accepting Authority (TAA) shall be taken. In case CFDs of CIL/Subsidiary or CMD is Tender Accepting Authority, then the approval of CMD of CIL/Subsidiary is to be obtained and if the TAA is below CMD level then approval of TAA shall be obtained.”

However, banning shall be done as per Guidelines for Banning of Business.

- 6.2 In the event of the Contractor's failure to comply with the required progress in terms of the agreed time and progress chart, he shall without prejudice to any other right or remedy available under the law to the Company on account of such breach, shall become liable to pay for penalty as under:

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





## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-6 (CONDITIONS OF CONTRACT GENERAL TERMS AND CONDITIONS)

- i) If the average daily progress of work executed during the calendar month is 80% and more but less than 100% of the stipulated rate indicated in the detailed tender notice/ agreed work schedule (quantity-wise), penalty equal to 10% of the contract value of the short fall quantity in work shall be deducted at the end of the respective Financial Quarter if the shortfall quantity either in full or part has not been made up within that Financial Quarter.
- ii) If the average daily progress of work executed during the calendar month is less than 80% but more than or equal to 70% of the stipulated rate indicated in the detailed tender notice/ agreed work schedule (quantity-wise), penalty equal to 20% of the contract value of the short fall quantity lying in the given range of work shall be deducted at the end of the respective Financial Quarter if the shortfall quantity either in full or part has not been made up within that Financial Quarter.
- iii) If the average daily progress of work executed during the calendar month is less than 70% of the stipulated rate indicated in the detailed tender notice/ agreed work schedule (quantity-wise), penalty equal to 20% of contract value of the short fall quantity of that month beyond 30% of the stipulated rate indicated in the detailed tender notice/ agreed work schedule (quantity-wise) shall be deducted in the bill of that calendar month itself and shall not be refunded.
- iv) The aggregate of the penalties so levied shall not exceed 10% of the total Contract Value for the entire contracted work.

The Contractor shall be allowed to make up the shortfall as per a (i) & (ii) above within the respective Financial Quarter only.

The penalties so deducted shall not be refunded.

#### 6.3 Deleted

#### 6.4 Extension of date of completion - on happening of any events causing delay as stated here under, the Contractor shall intimate Engineer-In-Charge in writing immediately:

- a) abnormally bad weather
- b) serious loss or damage by fire
- c) civil commotion, strikes or lockouts affecting any of the trades employed on the work
- d) 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
- e) any other causes which, at the sole discretion of the Company is beyond the control of the Contractor.

"Hindrances Register" should be maintained for recording the hindrances.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-6 (CONDITIONS OF CONTRACT GENERAL TERMS AND CONDITIONS)

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.

#### 6.5 Deleted

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

The extension of time shall be granted with the approval of Accepting Authority of the tender.

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

In case CFDs of CIL/Subsidiary or CMD is Tender Accepting Authority, then the approval of CMD of CIL/Subsidiary is to be obtained and if the TAA is below CMD level then approval of TAA shall be obtained.”

In case the Contractor does not apply for grant of extension of time within 30 (thirty) days before the stipulated date of completion of contract and the Company wants to continue with the work beyond the stipulated date of completion for reason of the work having been hindered, the Engineer-In-Charge with the approval of Competent Authority as mentioned above can issue extension of time even in the absence of application from the Contractor. Such extension of time is valid provided the Contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to Company's right to levy penalty on account of shortfall quantity under Clause 6.2 of Condition of Contract.

- 6.7 (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 one month, if arising out of Force Majeure, the contract may be terminated at the discretion of the Company.
- (b) For delays arising out of Force Majeure, the Bidder/ 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 Bidder shall be liable to pay extra costs (like increase in rates, remobilization advance, idle charges for labour and machinery etc.) provided it is mutually established that the Force Majeure conditions did actually exist.

- 6.8 Whenever time extension is given to the contractor for reasons for delay solely attributed to the company, Price variation may have to be allowed depending on the conditions of the contract. In order to determine the above, a hindrance



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-6 (CONDITIONS OF CONTRACT GENERAL TERMS AND CONDITIONS)

register will be maintained which will be jointly signed by both the parties at the time of periodical review meetings to be held at least once in a month by the Engineer-in-Charge / Designated Officer-in-charge whose decision in this cases will be final. The delays will be determined solely on the basis of this register, and that any refusal on the part of the contractor to sign the register would mean that the delay, if it occurs will be solely attributed to him.

Hindrance register is signed by both the parties. The contractor should also be given permission to write his observations / disagreement in the register.

In case the contractor has a different opinion for hindrance and a dispute arises, then the matter would be referred to the higher authority whose decision will be final and binding on the contractor and the decision to be communicated within 15 days.

6.9 Without prejudice to any express provision in the Contract, the extension of time shall not exceed the period of hindrance (the period for which the work has been hindered beyond control of Contractor) at same terms and conditions.

#### **7. QUALITY ASSURANCE:**

The Contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work conforms strictly to the instructions of the Engineer-In-Charge. The Engineer-In-Charge may issue from time to time further detail instructions/directions in writing to the Contractor. All such instructions/directions shall be consistent with the contract documents and should be reasonably inferable therefrom, along with clarifications/explanations thereof, if necessary. Extracted Coal shall be free from any extraneous material like Shale, Rock etc.

#### **8. MEASUREMENT AND PAYMENT:**

Except where any general or detailed description of the work in quantities provides otherwise, measurements of work done shall be taken in accordance with "CODE FOR UNIFORM SYSTEM OF MAINTENANCE, CONTROL, VERIFICATION OF COAL STOCK AND MEASUREMENT, VERIFICATION OF OVER BURDEN REMOVAL IN ALL MINES OF COAL INDIA LIMITED" and the relevant standard method of measurement as applicable to the schedule of quantities/schedule of work /specification to the contract. In the case of items not covered by any of the aforesaid contract documents, measurement shall be taken in accordance with the relevant standard method of measurement issued by the Indian Standard Institution.

8.1 All items of work carried out by the Contractor in accordance with the provisions of the contract having a financial value shall be entered in the Measurement Book/Log Book, etc. as prescribed by the Company so that a complete record is obtained of all work performed under the contract and the value of the work carried out can be ascertained and determined therefrom.

8.2 Measurements shall be taken jointly by the Engineer-In-Charge or his authorized representative and by the Contractor or his authorized representative.



## **COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022**

### **CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL**

#### **SECTION-6 (CONDITIONS OF CONTRACT GENERAL TERMS AND CONDITIONS)**

- 8.3 Before taking measurements of any work, the Engineer-In-Charge or the person deputed by him for the purpose shall intimate the Contractor to attend or to send his representative to attend the measurement. Every measurement thus taken shall be signed and dated by both the parties on the site on completion of the measurement. If the Contractor objects to any of the measurements, a note to that effect shall be made in the Measurement Book /Log Book and signed and dated by both the parties.
- 8.4 In the event of failure on the part of Contractor to attend or to send his authorized representative to attend the measurement after receiving the intimation, or to countersign or to record objection within a week from the date of the measurement, the measurement taken by the Engineer-In-Charge or by his authorized representative shall be taken to be the correct measurement of the work done.
- 8.5 Payment on Account - The Contractor shall submit interim bill/bills for the work carried out/materials provided in accordance with the contract. The Engineer-In-Charge shall then arrange for verification of the bill/bills with reference to the measurements taken or to be taken or any other records relevant for the purpose.
- 8.6 Payment on account shall be made on the Engineer-In-Charge certifying the sum to which the Contractor is considered entitled by way of interim payment for the work executed as covered by the bill/bills after deducting the amount already paid, the Security Deposit and such other amounts as may be deductible or recoverable in terms of the contract.
- 8.7 Deleted
- 8.8 Deleted
- 8.9 Any certificate given by the Engineer-in-charge for the purpose of payment of interim bill/bills shall not of itself be conclusive evidence that any work/materials to which it relates is/are in accordance with the contract and may be modified or corrected by the Engineer-in-charge by any subsequent certificate or by the final certificate.
- 8.10 The Company reserves the right to recover/enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the Contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the Contractor are the subject matter of arbitration or not. The amount of such overpayments may be recovered from the subsequent bills under the contract, failing that from Contractor's claim under any other contract with the Company or from the Contractor's Security Deposit or the Contractor shall pay the amount of overpayment on demand.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-6 (CONDITIONS OF CONTRACT GENERAL TERMS AND CONDITIONS)

- 8.11 Amount payable/ repayable for any subsequent change in the Goods and Services Tax (GST) will be made to/ from the Contractors after departmental verification of such changes of tax law issued by Statutory authority.

### **9. TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT:**

The Company shall, in addition to other remedial steps to be taken as provided in the Conditions of Contract, be entitled to cancel/terminate 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. fails to achieve a monthly agreed quantity of 70% (Seventy percent) for a period of 6(six) consecutive month or for cumulative period of six months within any continuous period of 18(eighteen) months, save and except to the extent of non-availability caused by i) a Force Majeure event or ii) an act of omission of Company, not occurring due to any default of the Contractor.

**Note:** - In such cases the Contractor may be Banned for minimum one year from participating in future bidding allowing the present business to continue without going into termination of the contract.

(Not to be part of Tender Document-Procedure for banning of business shall be followed as per Guidelines of Banning of Business.).

Or

- c. 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

- d. 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

- e. 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

- f. obtains a contract with the Company as a result of ring tendering or other non-bonafide method of competitive Bidding.

Or

- g. transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Engineer-In-Charge.



## **COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022**

### **CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL**

#### **SECTION-6 (CONDITIONS OF CONTRACT GENERAL TERMS AND CONDITIONS)**

The Engineer-In-Charge may give a written notice; cancel/terminate the whole contract or portion of it in default.

(Note: Failure of existing contract in full shall be where shortfall is 50% or more in 6 (six) consecutive months or in part where shortfall of Contractor is at 30% or more in 6 (six) consecutive months.)

However, when Subsidiary decides to cancel the contract in parts as per (a) & (b) above, the quantity considered for partial cancellation shall be dealt as per Clause 10.1 of Conditions of Contract and the balance quantity shall be executed by the Contractor as per terms and conditions for the remaining quantity both in terms of daily agreed progress of work as well as total remaining quantity.

Further, when Subsidiary decides to cancel the contract in full as per (a) & (b) above, it shall be dealt as per guidelines for Special Purpose Limited Tender (SPLT) till new tender is awarded.

The approving authority shall be TAA or CMD, if originally awarded by CFDs/CMD or Board.

9.1 The contract shall stand terminated under the following circumstances:

- a. If the Contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of insolvency act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any insolvency act.
- b. In the case of the Contractor being a Company, its affairs are under liquidation either by a resolution passed by the Company or by an order of Court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganization, or 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 or of any of the partners in the case of a partnership concern and the Company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the Company in this respect shall be final and binding which is to be intimated in writing to legal representative or to the partnership concern.

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





## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-6 (CONDITIONS OF CONTRACT GENERAL TERMS AND CONDITIONS)

- a. To take possession of the site and carry out balance work through any other agency.
- b. To give the Contractor or his representative of the work 7 (seven) days' notice in writing for taking final measurement for the works executed till the date of cancellation or termination of the contract. The Engineer-in-Charge shall fix the time for taking such final measurement and intimate the Contractor in writing. The final measurement shall be carried out at the said appointed time notwithstanding whether the Contractor is present or not. Any claim as regards measurement which the Contractor is to make shall be made in writing within 7 (seven) days of taking final measurement by Engineer-In-charge as aforesaid and if no such claim is received, the Contractor shall be deemed to have waived all claims regarding above measurements and any claim made thereafter shall not be entertained.
- c. After giving notice to the Contractor to measure up the work of the Contractor and to take such whole or the balance or part thereof, as shall be unexecuted out of his hands and to give it to another Contractor or take up departmentally, to complete the work. The Contractor whose contract is terminated shall not be allowed to participate in future bidding for period of minimum one year.

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 Security and Retention Money and Additional Performance Security, if any, at disposal of the employer.

Or

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

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

The amount to be recovered from the Contractor as determined above, shall, without prejudice to any other right or remedy available to the employer as per law or as per agreement, will be recovered from any money due to the Contractor on any account or under any other contract and in the event of any shortfall, the Contractor shall be liable to pay the same within 30 days. In case of failure to pay the same the amount shall be debt payable.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-6 (CONDITIONS OF CONTRACT GENERAL TERMS AND CONDITIONS)

In the event of above course being adopted by the Engineer-In-Charge, the Contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, equipment or entered into agreement or made advances on any account or with a view to the execution of work or performance of the contract. And in case action is taken under any of provision aforesaid, the Contractor shall not be entitled to recover or to be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-In-Charge has certified in writing the performance of such work and value payable in respect thereof and he shall only be entitled to be paid the value so certified.

The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the Company shall not however arise in the case of termination of the contract for death/demise of the Contractor as stated in 9.1(d).

**“Note (Not part of tender document):**

In the above case, approval of Tender accepting authority (TAA) shall be taken. In case CFDs of CIL/Subsidiary or CMD is TAA, then the approval of CMD of CIL/Subsidiary is to be obtained and if the TAA is below CMD level then approval of TAA shall be obtained.”

However, banning shall be done as per Guidelines for Banning of Business.

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

9.4 Foreclosure of contract in full or in part - If at any time after acceptance of the tender, the Company may decide to abandon or reduce the scope of the work in following circumstances:

- a) A drop-in requirement consequent upon change in geo-mining conditions not allowing Company/ Management to proceed further being detrimental to the interest of Company.
- b) Continuation of work may endanger safety and security of men and property of the Company.
- c) Causative events like land acquisition problems/problem of shifting of villagers etc.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-6 (CONDITIONS OF CONTRACT GENERAL TERMS AND CONDITIONS)

- d) In absence of Environmental & Forest Clearance of any part of the working site (EMP & Forest clearance shall be the responsibility of the Company).

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

The foreclosure shall require the approval of authority one step higher than the Tender Accepting Authority. In case CFDs of CIL/Subsidiary is the Tender Approving Authority, the foreclosure shall be done with approval of CFDs of CIL/Subsidiary.

However, TAA shall be in accordance with current prevalent DoP of CIL/Subsidiary.

In this case the, Engineer-In-Charge, shall give notice in writing to that effect to the Contractor. In the event of abandonment/reduction in the scope of work, the Company shall be liable to pay the Contractor at the contract rates full amount for works executed and measured at site upto the date of such abandonment/reduction in the work.

The Contractor shall, if required by the Engineer-In-Charge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Engineer-In-Charge to assess the amount payable. The Contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work, other than those as specified above.

However, the penalty on account of shortfall quantity as per Clause 6.2 will be levied on the Contractor.

#### **10. ACTIONS AFTER PARTIAL CANCELLATION/TERMINATION OF CONTRACT:**

If the progress of the work or of any portion of the work is unsatisfactory as per Clause 9(a) & 9(b) of Condition of Contract, the Engineer-In-Charge, after giving the Contractor 15 days' notice in writing, without fully cancelling/terminating the contract, shall be entitled to employ another Agency for executing the job or to carry out the work departmentally or contractually through tendering / limited tendering process (SPLT- Special Purpose Limited Tender), either wholly or partly.

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

- i) Forfeiture of Security Deposit comprising of Performance Guarantee and Retention Money and Additional Performance Security, if any, at disposal of the employer.

Or

- ii) 20% of value of cancelled work. The value of the cancelled work shall be calculated for the items and quantities cancelled (as per provision of Agreement) at the Agreement rates, when notice in writing for termination of work was issued to the Contractor.



## **COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022**

### **CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL**

#### **SECTION-6 (CONDITIONS OF CONTRACT GENERAL TERMS AND CONDITIONS)**

The certificate to be issued by the Engineer-In-Charge for the cost of the work cancelled/terminated shall be final. However, when this Clause is invoked, penalty as per Clause 6.2 of Conditions of Contract (i.e. shortfall in quantity) will not be applicable on cancelled/terminated quantity.

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

In the event of above course being adopted by the Engineer-In-Charge, the Contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, equipment or entered into agreement or made advances on any account or with a view to the execution of work or performance of the contract.

All the other terms and Conditions of Contract shall remain unaltered.

#### **11. COMPLETION CERTIFICATE/ DEFECT LIABILITY CERTIFICATE:**

On completion of the work and notifying the same by the Contractor to the Engineer-In-Charge, Completion Certificate shall be issued by the Engineer-In-Charge only in the event the work is completed satisfactorily in every respect. Payment of final bill shall be made on completion of the contract and refund of Security Deposit shall, however, be made as per relevant Clause of the contract.

#### **12. RESPONSIBILITIES OF THE CONTRACTOR**

- i. The Company reserves the right to let other Contractors in connection with the Project and the Contractor/Contractors shall co-operate in the works for the introduction and stores and materials and execution of his/their works.
- ii. The Contractor/Contractors shall employ only competent, skilful and orderly men to do the work. The Engineer-In-Charge shall have the right to ask the Contractor/Contractors to remove from the work site any men of the Contractor/Contractors who in his opinion is undesirable and the Contractor/Contractors will have to remove him within three hours of such orders.
- iii. Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety required or recommendation by all applicable laws, codes, statutes and regulations will be observed. In case of accidents, he/they shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force, and shall indemnify the Company against any claim on this account.

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



## **COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022**

### **CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL**

#### **SECTION-6 (CONDITIONS OF CONTRACT GENERAL TERMS AND CONDITIONS)**

- iv. The Contractor/Contractors shall familiarize themselves with and be governed by all laws and rules of India and Local statutes and orders and regulations applicable to his/their work.
- v. Building for the sanitary necessities of all persons employed on the work shall be constructed and maintained in the number, manner and place approved or ordered by the Engineer-In-Charge. The Contractor shall vigorously prohibit committing of nuisance at any other place. Cost of all works under these items shall be covered by the Contractor's/Contractors' quoted rates.
- vi. The Contractor/Contractors shall furnish to the Engineer-In-Charge or his authorized representative with work reports from time to time regarding the Contractor/Contractors organization and the progress made by him/them in the execution of the work as per the contract agreement.
- vii. All duties, taxes (excluding 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





## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-6 (CONDITIONS OF CONTRACT GENERAL TERMS AND CONDITIONS)

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.

- viii. The Company reserves the right to deduct/ withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority and the Company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.
- ix. The Contractor/Contractors shall make his/their own arrangement for all equipment, dumpers, materials, consumables (excluding explosives to be issued free of cost), tools, staff and labour required for the contract, which shall include cost of lead, lift, loading, unloading, railway freight, recruiting expenses and any other charges for the completion of the work to the entire satisfaction of the Company.

The Contractor shall at his own cost arrange maintenance/repair of all equipment required/deployed for the work. The Company shall have no liability whatsoever on this account.

In emergent situation, to avoid disruption of work, and provided the Contractor makes an application in this regard, POL, if available with the Company, may at the sole discretion of the Company be issued to him with the approval of Area General Manager, but value of the same as per the prevailing rate shall be charged from him or recovered from his bills.

- x. No sub-letting of the work as a whole by the Contractor is permissible. Prior permission is required to be taken from the Principal Employer for engagement of Sub-Contractors in hiring equipment contract for part work / piece rated work.

The works contract may provide for the contractor to get specified works executed from subcontractors included in the pre-qualification application or





## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-6 (CONDITIONS OF CONTRACT GENERAL TERMS AND CONDITIONS)

later agreed to by the Procuring Entity, with a caveat that the responsibility for all sub-contact work rests with the prime contractor. Sub-contracting may be for specialized items of work. Procurement of material, hiring of equipment or engagement of labour will not mean sub-contracting. The total value of subcontracted work should not exceed the percentage of the contract price specified in the contract (say 25%). Sub-contracting by the contractor without the approval of the Procuring Entity shall be a breach of contract, unless explicitly permitted in the contract.

- xi. Provision related to Employment of Labour, payment of wages and Provident Fund deduction:

The execution of work shall be done by deploying machines / equipment through only regular employees of the Contractor. The Contractor shall also comply with statutory requirements under CL(R&A) Act and also obtain labour license.

The Contractor shall not engage any person of less than 18-year age or females during night hours as required by relevant law.

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

**Note:**

However, if the basic rate of wages of labour as fixed by CIL 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.

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

The Contractor/ Contractors shall make necessary payment of the Provident Fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and Allied Schemes and Miscellaneous Provisions Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be. The Contractor shall regularly deposit the contribution in accordance with such scheme. The Company shall have no liability whatsoever in this regard.

The Contractor shall arrange treatment facilities to Contractor's workers. However, treatment facilities, as available at Company's hospital and dispensary shall be provided to Contractors' workers, in case Contractor wants to avail it. The treatment facility at Company's Hospitals / Dispensary shall be free of cost, but to the extent of available medicines, pathological examination and other surgical treatment. Such facilities shall not be applicable to worker's spouse or dependent.

The Contractor should issue Identity Card to the workmen deployed by them with photograph duly attested by him which the employee shall always carry with him while on work and produce for Inspection whenever required.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-6 (CONDITIONS OF CONTRACT GENERAL TERMS AND CONDITIONS)

The Contractor shall familiarize himself and fully comply with the provisions of all the Acts/Rules/Regulations/Bye-laws and orders of the Local authority / Municipality /State Govt./ Central Govt. applicable to the worker. Mines Act, Payment of Wages Act, Motor Vehicle Act, Workermen's Compensation Act, Labour Laws, Insurance etc. and shall be fully responsible and liable for the due observance of the same. The Company shall have no responsibility / liability whatsoever on these accounts. The Contractor shall fully indemnify the Company against any claim/dispute/reference Award, etc. arising out of the same.

The Contractor shall make timely payment of all salary /wages/ dues to his employees and shall also provide all benefits to his employees as per various Acts/ Rules, Regulation, Orders applicable to the work e.g bonus under Coal Mines Bonus Scheme and Payment of Bonus Act, Sunday Wages, Overtime, Holiday Wages, Leave Wages, Sick Leave etc.

The Contractor shall prepare the wages sheet for his employees in duplicate, a copy of which shall be regularly submitted to the Engineer-in- charge of the project.

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

In case any accident occurs or any injury is caused to any employee of the Company by the vehicles/equipment of the Contractors or by any act of omission/ commission on the part of the Contractor's representative/ employees, the compensation for the same, as provided in law or as assessed by the Company shall be recovered from the Contractor along with the costs and expenses incurred by the Company on the same.

- xii. The Contractor will have to make necessary security arrangement to prevent theft of coal from the project premises, during transportation and also at coal dumps.
- xiii. All accounts shall be maintained in English and the Company shall have the right of access and inspection of all such books of accounts etc. relating to payment of labourer considered necessary and the Company may arrange for witnessing the payment to the labourer by its representatives.
- xiv. **Insurance** - The Contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for reasons which are beyond control of the Contractor or act of God, e.g. flood, riots, war, earthquake, etc.) and shall at his own cost repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the contract and instructions of the Engineer-In-Charge, if any:



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-6 (CONDITIONS OF CONTRACT GENERAL TERMS AND CONDITIONS)

- a. The Contractor shall at all times during the pendency of the Contract indemnify the Company against all claims, damages or compensation under the provisions of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.
- b. The Contractor shall pay directly the ex-gratia amount of [Rs 15 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 15 lakhs 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.

- c. 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.
- d. 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.

#### xiv) ACCOMMODATION, SITE OFFICE, ELECTRICITY, WATER ETC.

- a. The successful Bidder shall arrange accommodation, security etc. of its own for its workmen. The employer shall not provide any land for setting up of



## **COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022**

### **CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL**

#### **SECTION-6 (CONDITIONS OF CONTRACT GENERAL TERMS AND CONDITIONS)**

labour camp and the Contractor shall make his own arrangements. However, Company may provide accommodation, if available, on chargeable basis on request made in writing by the Contractor.

- b. Subject to availability, the employer may allot at his own discretion and convenience, land for the construction of Contractor's site office, godowns, workshop and assembly yard near the site. Allotment of such land shall not confer any tenancy rights to the Contractor. The Contractor shall construct and maintain the same at his cost. All these temporary works shall be well ventilated, lighted and provided with water, electricity and sanitary arrangement with the approval of Engineer-In-Charge.

Providing Land for establishing Diesel Dispensing Unit(s) alongwith workshop may be agreed on the request of the Contractor depending on the merit of the case and subject to availability of land.

The Contractor shall obtain all statutory approvals/license and ensure compliance of all applicable provisions for establishing of Diesel Dispensing Unit(s).

Diesel Dispensing Units will be used by the Contractor only for their own use in the contracts awarded by the Company.

The Contractor shall remove immediately on completion of the work such buildings and make good, to the satisfaction of EIC, all the damages sustained.

The Contractor shall not use the land for any purpose other than that for or in connection with the contract.

In case Contractor requires any land additional to what is made available to him, the Contractor shall make arrangement for the same at his own cost.

- c. It will be the responsibility of Contractor, to whom the work would be allotted, for making other arrangements at their own cost.
- d. Electric power, if available, may be made available for the work by the employer at one point within the site or near the site on conditions as specified:

The Contractor shall arrange at his own cost necessary cabling/wiring, switch board, switch gear etc and shall be responsible for the safe maintenance.

Distribution arrangement shall be done by the Contractor at his cost as per approved layout. Distribution arrangement shall be shifted and rerouted at the Contractor's cost during execution of work, if same is required for continuation of work or for any unforeseen reason.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-6 (CONDITIONS OF CONTRACT GENERAL TERMS AND CONDITIONS)

The Contractor shall install metering devices for recording of energy consumption. Tariff will be deducted as per Company rules. 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 due to non-availability of such facility near the site. No idle wages will also be allowed on this ground.

The Contractor shall remove immediately on completion of the work such distribution system and all installations and make good, to the satisfaction EIC, all the damages sustained.

The Contractor shall employ certified and licensed electrician for carrying out the work and its maintenance.

- e. The Contractor shall make his 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 its pumping and distribution for use in his work shall be responsibility of Contractor. Drinking water, if available, will be provided free of cost by Company at one point. Distribution to required places will be the responsibility of Contractor. The employer doesn't guarantee uninterrupted supply. It will incumbent on the Contractor to make alternative arrangement for drinking water at his own cost.

### **13. SETTLEMENT OF DISPUTES**

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

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

Effort shall be made to resolve the dispute in two stages.

In first stage dispute shall be referred to Area GM. If difference still persist the dispute shall be referred to a committee constituted by the Owner. The committee shall have one member of the rank of Director of the Company who shall be Chairman of the Committee.

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

Disputes relating to the commercial contracts with Central Public Sector Enterprises / Govt. Departments (except Railways, Income Tax, Customs & excise duties) / State Public Sector Enterprises, shall be referred by either party for



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-6 (CONDITIONS OF CONTRACT GENERAL TERMS AND CONDITIONS)

Arbitration to the PMA (Permanent Machinery of Arbitration) in the department of Public Enterprises.

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

#### **14. SETTLEMENT OF DISPUTES THROUGH ARBITRATION**

If the parties fail to resolve the disputes/differences by in house mechanism, then, depending on the position of the case, either the employer/owner or the Contractor shall give notice to other party to refer the matter to arbitration instead of directly approaching Court. The Contractor shall, however, be entitled to invoke arbitration Clause only after exhausting the remedy available under the Clause 13.

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

Sole Arbitration:

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

- (a) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his/her award being set aside by the court for any reason, it shall be lawful for the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.
- (b) It is further a term of this contract that no person other than the person appointed by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.

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

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

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





## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SECTION-6 (CONDITIONS OF CONTRACT GENERAL TERMS AND CONDITIONS)

Contracts with Partnership firm / Joint Venture:

The Partnership firm / Joint Venture is required to submit written consent of all the partners to the above Arbitration Clause at the time of submission of Bid.

#### **15. 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.

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

#### **17. CLOSURE OF CONTRACT:**

The closure of contract shall be done within a period of 150 days after completion of the work.

#### **18. GRIEVANCE REDRESSAL:**

In case of any grievance on shortfall penalty, the Contractor may appeal to the Director (Technical) of the Subsidiary Company. Director (Technical) and Director (Finance) shall jointly dispose off the appeal within 15 days by passing suitable order based on the merit of the case. No further committee shall be constituted for redressal of such grievance.



## **COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022**

### **CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL** **SPECIAL TERMS & CONDITIONS FOR HIRING CONTRACTS EXCAVATION AND REMOVAL OF OVERBURDEN**

#### **SPECIAL TERMS & CONDITIONS FOR HIRING CONTRACTS EXCAVATION AND REMOVAL OF OVERBURDEN**

- 1.00 The Contractor, before starting the work, shall furnish to the General Manager/ Project Officer /Engineer-In-Charge the list of equipment e.g. Excavator / Pay loaders / drills / surface miner/ tippers/ dumpers / light motor vehicles etc. as prescribed in the NIT proposed to be deployed for the work, with the related papers of registration, fitness certificate, permits, licenses, Insurance, driving licenses etc. for inspection. No equipment shall be deployed for the work without the approval of the Project Officer/ General Manager/ Engineer-In-Charge.
- 2.00 The equipment/dumpers deployed in any other project of the Company or any project of any Subsidiary of Coal India Limited, shall not be diverted for the work without the approval of the Company. Similarly, the equipment / dumpers deployed for the work shall not be diverted to any other project without the approval of the General Manager / Engineer-In-Charge.
- 3.01 The Contractor shall deploy adequate number of matching equipment at least as per NIT for the satisfactory execution of the work.
- 3.02 Only tipping trucks/dumpers with mechanical unloading arrangements shall be deployed by the Contractor and in no case "Dala" trucks shall be deployed or permitted to be deployed for the work.
- 3.03 Only equipment as elaborated above, in good and safe condition having valid fitness certificate permits/ licenses etc. (wherever applicable) and in respect of which the required taxes/ fees have been deposited and which are properly covered by insurance, shall be deployed for the work.

The Company shall have the right to inspect or arrange inspection of the vehicles/ equipment deployed by the Contractor for the work at any time and declare any vehicle/ equipment unsafe and ask for its immediate withdrawal from the site/ operation. The Contractor shall ensure prompt/ immediate compliance of the same.

- 3.04 The Contractor shall at his own cost, arrange for regular checking/ maintenance/ repair of the tipping trucks/ equipment and keep them in good and safe conditions at all times.

Proper records of such checking/ maintenance/ repair shall be maintained in a Log Book kept on the equipment /vehicle for the purpose, which shall be readily available for inspection whenever required.

- 3.05 Only experienced, skilled and disciplined operators / drivers of sound health, good behavior and antecedents having valid and requisite driving/statutory license as applicable shall be deployed by the Contractor for operating the equipment/ driving dumpers deployed for the work.

In no case any unauthorized driver of the tipping trucks or operator of pay loaders/ equipment shall be permitted by the Contractor.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL SPECIAL TERMS & CONDITIONS FOR HIRING CONTRACTS EXCAVATION AND REMOVAL OF OVERBURDEN

The Contractor shall post adequate number of competent, experienced, skilled and disciplined persons having good antecedents for satisfactory execution of the work. A list of all such persons shall be kept in the office of the Contractor and a copy of the same shall be furnished to the General Manager/Project Officer/Engineer-In-charge as and when required. All these persons shall be regular employees and under direct administrative control of the Contractor and the management shall have no responsibility/ liability whatsoever in this regard.

- 3.06 The tare-weight, gross weight, maximum carrying capacity of the tipping truck/dumper and the dimensions of the body of the truck/dumper shall be clearly indicated on the body of each dumper deployed for the work and maintained in good legible condition, at all times.
- 3.07 No addition or alteration to the size of the body or any such tipping truck/dumper shall be carried out, without prior approval of the Project Officer/ General Manager/Engineer-In-charge.  
The truck/dumper shall be loaded only up to the maximum carrying capacity and shall not be overloaded under any circumstances.
- 4.00 No manual workers shall be engaged by the Contractor for loading/ unloading of the truck/dumper, under any circumstances whatsoever.
- 5.00 The Contractor shall bring/ take back and arrange for the transportation of the dumper/truck/ equipment/ men and materials required for the work at his own cost.
- 6.00 Contractor's dumper/tipping truck should ply only on specified routes/ roads. In case, plying of the dumper/tipping truck on any other route/ road become necessary, due to any reason, prior approval for the same shall be taken by the Contractor from the Project Officer/ General Manager/Engineer-In-charge. In case of violation of this provision penalty may be imposed on the Contractor and/ or the contract terminated.
- 7.00 The work shall be executed round the clock or during specified period on all the days of week as directed by the Project Officer/ General Manager/Engineer-In-charge and the Contractor shall be obliged to comply with the same.
- 8.00 The Contractor shall not have any claim whatsoever for the idleness of his equipment / dumpers due to non-availability of working site or any dislocation enroute and / or for any other reason.
- 9.00 The Contractor shall maintain proper records in English/ Hindi of the trucks/ equipment/ persons, etc. deployed for the work, work done, daily attendance of the employees, payment to the employees etc. and the Company shall have the right of access to and inspection of these records or to call for any or all these records or ask the Contractor to submit such reports as it considers necessary and the Contractor shall be bound to comply with such instructions.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL SPECIAL TERMS & CONDITIONS FOR HIRING CONTRACTS EXCAVATION AND REMOVAL OF OVERBURDEN

- 10.00 The Company shall have no responsibility/ liability whatsoever for any accident/ damage to the Contractor's vehicle/ equipment in transit or while engaged in the work.
- 11.00 If the Company suffers any loss on account of suspension of production or idleness of its equipment/ employees or on any other account or damage to its property, due to any failure on the part of the Contractor or due to any act of omissions or commission on the part of his representative/ employees or from the trucks/ equipment of the Contractor, the value of the same as assessed by the Company, shall be recovered from the Contractor's bill/ security deposit. The decision of the Company in this regard shall be final and binding on the Contractor.
- 12.00 The monthly rate of removal of OB shall be as per removal schedule of the agreement. However, the Engineer-In-Charge (GM/Project officer) may call upon the Contractor, for a limited period, to increase monthly rate of removal up to +20%. The Contractor shall make necessary arrangement for the increased rate of removal and no claim shall lie against the Company on account of such increase ordered.  
In case of exigencies, the Engineer-In-Charge may call upon the Contractor, for a limited period, to increase monthly removal of OB to a further higher range (mutually agreed), and no claim whatsoever shall lie against Company on account of such variation ordered.
- 13.00 In case a Contractor fails to deploy adequate number of equipment/dumpers, the Company may, without any reference to the Contractor, deploy its own equipment/dumpers and / or make alternative arrangements. The extra expenditure incurred by the Company for such use of Company's equipment or for making alternative arrangements shall be recovered from the Contractor.
- 14.00 The Contractor shall provide foot-wears, DGMS approved helmets, dust mask fluorescent jacket, safety appliances and other protective equipment to his employees as provided in the law, at his own cost. In case of failure on the part of the Contractor to provide this protective equipment, the Company may provide the same to the employees at the cost of the Contractor.
- 15.00 Attested photocopy of Driving License of all Contractor's drivers / operators shall be deposited with the Company.
- 16.00 Materials obtained from excavation: Material of any kind obtained from excavation on the site shall remain the property of the Company.  
  
All fossils, coins, articles of value or antiquity, structure and other remains or things of Geological or Archaeological interest, discovered on the site shall be the absolute property of the Company. The Contractor shall immediately upon discovery thereof, and, before removal inform the Engineer-In-Charge.
- 17.00 The Contractor will attend site co-ordination meeting as fixed by the Engineer-In-Charge from time to time to discuss all issues related to works in general and progress in particular. A site order book shall be kept at the site of work as far



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL SPECIAL TERMS & CONDITIONS FOR HIRING CONTRACTS EXCAVATION AND REMOVAL OF OVERBURDEN

as possible, all orders regarding execution of work are to be entered in this book. All the entries shall be signed by the Engineer or his representative and Contractor or his representative. The site order book shall not be removed from the work site and Contractor or his representative shall be bound to take note of all instructions and directions meant for the Contractor.

18.00 Income Tax deduction will be regulated as per IT Act 1961.

19.00 PAYMENT OF PRICE VARIATION: If the price of diesel, and 'other components' (wages, consumables, spares, tyres) increases or decreases, the Contractor shall be compensated for such increase or recoveries shall be made from the dues of the Contractor for such decrease as per provisions detailed below (for the relevant period) and the amount of the contract shall accordingly be varied, subject to the condition that such compensation/ recoveries for variation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of the contract without any penal action. If the contract is to be extended beyond the stipulated period for completion of the work due to fault on the part of the Contractor, escalation on prices should not be allowed further. However, during the extended period (beyond the stipulated period) of work due to fault on the part of Contractor, recoveries shall be effected as per applicable price variation Clause.

Where the contract period is up to 6 months, no compensation/ recovery for price variation will be made except for diesel. Where the contract period is more than 6 months, compensation/ recovery for price variation in respect of diesel, and 'other components' will be effected as per Price Variation formula provided in the Special Terms & Conditions. Such compensation/recoveries for variation in the prices when due shall be worked out based on the following provisions:

19.01 Compensation for price variation on account of diesel, and 'other components' (wages, consumables, spares, tyres) will be paid/ recovered.

19.02 The base date for working out such price variation shall be the last date on which tenders were stipulated to be received.

The compensation of Price variation shall be worked out at monthly intervals and shall be with respect to the work done during the previous month. The first such payment shall be made at the end of one month after the month (excluding) in which the tender was accepted and thereafter at monthly interval.

19.03 Benchmarking of price variation on account of diesel will be done on the basis of price of the diesel of the retail outlet of IOC/BP (PSUs), nearest to the worksite and the price variation will be admissible on simple average of diesel rate (nearest to the worksite) of the period considered for price variation.

19.04 Price Variation for excavation cum removal/Transportation of OB by conventional Mining on account of Diesel, Wages & other components for



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL SPECIAL TERMS & CONDITIONS FOR HIRING CONTRACTS EXCAVATION AND REMOVAL OF OVERBURDEN

Excavation cum removal/transportation of OB shall be governed by the following formula:

Activity	Diesel Component	Wage Component	Other components
Formula for price variation	$R \times a \times (D_1 - D_0) / D_0$	$R \times b \times (W_1 - W_0) / W_0$	$R \times c \times (M_1 - M_0) / M_0$
Excavation, Removal and Transportation of OB	$a = 0.56$	$b = 0.09$	$c = 0.04$

$R$  = Awarded Rate in Rs/Cu. M for OB.

$a$  = Diesel expressed as percentage of total value of work.

$b$  = Wage expressed as percentage of total value of work.

$c$  = Other Component expressed as percentage of total value of work.

$D_0$  = Base Price of Diesel corresponding to the last date of submission of Bid.

$D_1$  = Revised price of Diesel corresponding to period of variation with in the period under consideration.

$W_0$  = Rate of Wages including VDA per day of unskilled worker as per HPC recommendations, published by CIL, related to last date of bid submission.

$W_1$  = Rate of Wages including VDA per day of unskilled worker as per HPC recommendations, for the period to which escalation/de-escalation relates, as published by CIL.

$M_0$  = All India Whole Sale Price Index for all commodities (WPI) as published by RBI Bulletin, Ministry of Industry & Commerce, Govt. of India, related to last date of bid submission.

$M_1$  = Average All India Whole Sale Price Index for all commodities (WPI) for the period to which escalation / de-escalation relates as published by RBI Bulletin, Ministry of Industry & Commerce, Govt. of India.





## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SPECIAL TERMS & CONDITIONS FOR HIRING CONTRACTS

#### EXCAVATION, REMOVAL OF OVERBURDEN, EXTRACTION OF COAL AND TRANSPORTATION.

### SPECIAL TERMS & CONDITIONS FOR HIRING CONTRACTS EXCAVATION, REMOVAL OF OVERBURDEN, EXTRACTION OF COAL AND TRANSPORTATION.

- 1.00 The Contractor, before starting the work, shall furnish to the General Manager/ Project Officer /Engineer-In-Charge the list of equipment e.g. Excavator / Pay loaders / drills / surface miner/ tippers/ dumpers / light motor vehicle etc. as prescribed in the NIT proposed to be deployed for the work, with the related papers of registration, fitness certificate, permits, licenses, Insurance, driving licenses etc. for inspection. No equipment/dumpers shall be deployed for the work without the approval of the Project Officer/ General Manager/ Engineer-In-Charge.
- 2.00 The equipment/dumpers deployed in any other project of the Company or any Project of any Subsidiary of Coal India Limited, shall not be diverted for the work without the approval of the Company. Similarly, the equipment / dumpers deployed for the work shall not be diverted to any other project without the approval of the General Manager / Engineer-In-Charge.
- 3.01 The Contractor shall deploy adequate number of matching equipment/dumpers at least as per NIT for the satisfactory execution of the work.
- 3.02 Only tipping trucks with mechanical unloading arrangements shall be deployed by the Contractor and in no case "Dala" trucks shall be deployed or permitted to be deployed for the work.
- 3.03 Only equipment, as elaborated above, in good and safe condition having valid fitness certificate permits/ licenses etc. (wherever applicable) and in respect of which the required taxes/ fees have been deposited and which are properly covered by insurance, shall be deployed for the work.

The Company shall have the right to inspect or arrange inspection of the vehicles/ equipment deployed by the Contractor for the work at any time and declare any vehicle/ equipment unsafe and ask for its immediate withdrawal from the site/ operation. The Contractor shall ensure prompt/ immediate compliance of the same.

- 3.04 The Contractor shall at his own cost, arrange for regular checking/ maintenance/ repair of the tipping trucks/ equipment and keep them in good and safe conditions at all times.

Proper records of such checking/ maintenance/ repair shall be maintained in a Log Book kept on the equipment / vehicle for the purpose, which shall be readily available for inspection whenever required.

- 3.05 Only experienced, skilled and disciplined operators / drivers of sound health, good behavior and antecedents having valid and requisite driving/statutory license as applicable shall be deployed by the Contractor for operating the equipment/ driving dumpers deployed for the work.



## **COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022**

### **CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL**

#### **SPECIAL TERMS & CONDITIONS FOR HIRING CONTRACTS**

#### **EXCAVATION, REMOVAL OF OVERBURDEN, EXTRACTION OF COAL AND TRANSPORTATION.**

In no case any unauthorized driver of the tipping trucks or operator of pay loaders/ equipment shall be permitted by the Contractor.

The Contractor shall post adequate number of competent, experienced, skilled and disciplined persons having good antecedents for satisfactory execution of the work. A list of all such persons shall be kept in the office of the Contractor and a copy of the same shall be furnished to the General Manager/Project Officer as and when required. All these persons shall be in the regular employees and under direct administrative control of the Contractor and the management shall have no responsibility/ liability whatsoever in this regard.

- 3.06 The tare-weight, gross weight, maximum carrying capacity of the dumper / tipping truck and the dimensions of the body of the dumper / tipping truck shall be clearly indicated on the body of each dumpers deployed for the work and maintained in good legible condition, at all times.
- 3.07 No addition or alteration to the size of the body or any such dumper / tipping truck shall be carried out, without prior approval of the Project Officer/ General Manager.  
The dumper / tipping truck shall be loaded only up to the maximum carrying capacity and shall not be overloaded under any circumstances.
- 4.00 No manual workers shall be engaged by the Contractor for loading/ unloading of the dumper / tipping truck or loading of wagons, under any circumstances whatsoever.
- 5.00 The Contractor shall bring/ take back and arrange for the transportation of the dumper / tipping truck / equipment/ men and materials required for the work at his own cost.
- 6.00 Contractor's dumper / tipping truck should ply only on specified routes/ roads. In case, plying of the dumper / tipping truck on any other route/ road becomes necessary, due to any reason, prior approval for the same shall be taken by the Contractor from the Project Officer/ General Manager. In case of violation of this provision, penalty may be imposed on the Contractor and/ or the contract terminated.
- 7.00 The work shall be executed round the clock or during specified period on all the days of week as directed by the Project Officer/ General Manager and the Contractor shall be obliged to comply with the same.
- 8.00 The Contractor shall not have any claim whatsoever for the idleness of his equipment / dumpers due to non-availability of working site or any dislocation enroute and / or for any other reason.
- 9.00 The Contractor shall maintain proper records in English/ Hindi of the trucks/ equipment/ persons, etc. deployed for the work, work done, daily attendance of the employees, payment to the employees etc. and the Company shall have the right of access to and inspection of these records or to call for any or all these



## **COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022**

### **CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL**

#### **SPECIAL TERMS & CONDITIONS FOR HIRING CONTRACTS**

#### **EXCAVATION, REMOVAL OF OVERBURDEN, EXTRACTION OF COAL AND TRANSPORTATION.**

records or ask the Contractor to submit such reports as it considers necessary and the Contractor shall be bound to comply with such instructions.

- 10.00 The Company shall have no responsibility/ liability whatsoever for any accident/ damage to the Contractor's vehicle/ equipment in transit or while engaged in the work.
- 11.00 If the Company suffers any loss on account of suspension of production or idleness of its equipment/ employees or on any other account or damage to its property, due to any failure on the part of the Contractor or due to any act of omissions or commission on the part of his representative/ employees or from the trucks/ equipment of the Contractor, the value of the same as assessed by the Company, shall be recovered from the Contractor's bill/ Security Deposit. The decision of the Company in this regard shall be final and binding on the Contractor.
- 12.01 Where wagons are being weighed at the loading end, payment for coal/middlings transported to the siding/ CHP (where wagons are being loaded), loading of the tipping trucks by the Contractor's pay loader (s), picking, breaking and wagon loading by Contractor's pay loader (s), shall be made on the basis of the RR weight of coal/middlings despatched, duly re-conciled with the measured quantity every month and after effecting deductions of penalties/ recoveries as per terms & conditions of this contract.
- 12.02 (i) Where wagons are not being weighed at the loading end, payment for the items of work stated in 12.01 above shall be made on the basis of the actual weight of coal received by the Power Houses/ consignees as per the weighment of the wagons at their end, duly reconciled with measured quantity every month.
- (ii) If in the case of wagons not being weighed at the loading end, the payment is made by any consignee on the basis of RR weight, the Contractor (s) shall be paid accordingly however duly reconciled with measured quantity.
- (iii) In the case of wagons not being weighed at the loading end, 90% payment for items of work stated in 12.01 above, shall be made provisionally on the basis of RR weights. Balance payment shall be made after reconciliation, as explained in (i) above and effecting deduction of penalties/ recoveries as per terms & conditions of this contract.
- 12.03 In the case of coal transportation from face to stock, if the trucks/tipping trucks are not being weighed, payment shall be made on volumetric measurement of the coal transported, converted to weight as per conversion factor adopted by the Company for the work duly reconciled with the measured opening and closing stocks for the month and off-take from stock to the siding/ CHP as per 12.01/12.02 above and payment shall be made to the Contractor (s) accordingly.
- 12.04 In case two or more Contractors are engaged for the transportation work, the reconciled total quantity for the month arrived at in 12.01/12.02 & 12.03 above shall be distributed between the transporting Contractors, in proportion of the



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SPECIAL TERMS & CONDITIONS FOR HIRING CONTRACTS

#### EXCAVATION, REMOVAL OF OVERBURDEN, EXTRACTION OF COAL AND TRANSPORTATION.

number of trips performed by each, during the month or in any other manner which the General Manager considers more appropriate.

- 12.05 In cases there is mixed contractual and departmental transportation to stock/CHP/Siding, the quantity transported departmentally shall be separated to arrive at the quantity transported contractually for 12.01/12.02 & 12.03 above.
- 13.00 In case two or more Contractors are engaged on picking/ breaking and wagon loading, the distribution of the reconciled quantity for the month, arrived at in Clause 12.01, 12.02 & 12.03 above.
- 14.00 In case of transportation of coal to the Washery, payment shall be made on the basis of the actual quantity received at the Washery, as per weighment of the trucks at the washery end, subject to such verification as the General Manager may consider necessary and appropriate.

In case the washery weighbridge goes out of order, the Project Officer shall make alternative arrangement for weighment of the trucks or the weight at the loading end shall be taken as the weight of coal received at the washery, subject to such checking/ verification as the Project Officer/ General Manager may deem necessary.

- 15.00 In case the weighbridge of the loading end goes out of order or is not available, the Project Officer/General Manager shall make alternative arrangement for weighment of the trucks or such arrangement (s) as he considers necessary to ensure that all coal loaded at the loading end reaches the destination.
- 16.00 In case the tipping truck / dumper is being weighed both at the loading end as well as unloading end, the figures of weighment at both the ends shall be reconciled every month in respect of each Contractor and if there is any shortage of coal received at the unloading end, the value of coal found short, will be deducted as under:
- a. For the variation in quantity upto 2% (two percent) at the rate of prevailing sale price of the said grade of coal
  - b. For the variation in quantity exceeding 2% (two percent) double the then prevailing rate.

The aforesaid deduction/recovery shall be made including all royalty, cess etc. from the running on A/c bill and/or Security Deposit of the transporting Contractor (s) concerned or otherwise, specifically mentioned in work order/agreement.

- 17.00 No payment shall be made to the Contractor for stone/ shale/ bands/ extraneous materials segregated at the siding/ coal handling plant/ stock/ washeries in the process of dispatching coal to consumers.
- 18.00 If the work of transportation/ removal of picked out band/ shale/ stone/ extraneous materials/ overburden/ washery rejects is contracted out payment



## **COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022**

### **CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL**

#### **SPECIAL TERMS & CONDITIONS FOR HIRING CONTRACTS**

#### **EXCAVATION, REMOVAL OF OVERBURDEN, EXTRACTION OF COAL AND TRANSPORTATION.**

for the same shall be made on the basis of volumetric measurement of trucks, duly verified against the volumetric measurement of such materials at the site of unloading where weighment of such materials is not possible.

- 19.00 In case two or more Contractors are engaged for loading of wagons at any siding, the allocation of wagons to be loaded by each of them will be decided by the Project Officer/ General Manager, which will be final and binding on each Contractor.
- 20.00 Wagons supplied at the siding shall be loaded by the Contractor (s) within the free loading time given by the railways / any period decided upon by the management. Such time period may vary periodically.
- 21.01 (i) If the demurrage of wagons occurs due to less availability of coal at the siding because of less transportation of coal, the Contractor shall be held responsible and liable for the same and the demurrage charges incurred shall be recovered from him.
- (ii) If the demurrage is due to failure on the part of two or more coal transporting Contractors, the demurrage charges shall be apportioned by the General Manager/ Project Officer, amongst the concerned Contractors as he considers appropriate and his decision in the matter shall be final and binding on each of these Contractors.
- 21.02 (i) If the demurrage occurs due to failure on the part of Contractor, the demurrage charges incurred shall be recovered from the Contractor.
- (ii) In case there are two or more Contractors for wagon loading, the Contractor who has not completed the loading of all the wagons allotted to him, within the free loading time, shall be held responsible and liable for the demurrage and demurrage charges for the full rake shall be recovered from him.
- (iii) In case demurrage of any rake occurs due to failure on the part of two or more wagon loading Contractors, demurrage charges for the rake shall be recovered in proportion of the number of wagons allotted to each of them for loading.
- 21.03 (i) If the demurrage of wagons occurs due to failure on the part of the picking and breaking Contractor, for not making available adequate quantity of clean and sized coal free from stone/ shale/ extraneous materials, he shall be liable for the demurrage charges incurred and the same shall be recovered from him.
- (ii) In case the demurrage occurs due to failure of two or more picking/ breaking Contractors, the demurrage charges shall be apportioned in the manner as considered appropriate by the Project Officer/ General Manager and his decision shall be final and binding on each of the concerned Contractors.
- 22.01 The Contractor, if allowed to load wagon, shall be also responsible for cleaning of the siding tracks/ between the line and on both sides of the same, leveling of





## **COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022**

### **CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL**

#### **SPECIAL TERMS & CONDITIONS FOR HIRING CONTRACTS**

#### **EXCAVATION, REMOVAL OF OVERBURDEN, EXTRACTION OF COAL AND TRANSPORTATION.**

coal loaded into the wagons and lime washing on the top of the same, in respect of the wagons allotted to him/ each of them.

In case any rake is put on demurrage/ any penalty is imposed on the Company for failure on the accounts, the same shall be recovered from the Contractor/s concerned.

- 22.02 In case any derailment of wagons occurs due to non-cleaning of the tracks by the Contractor, if allowed to load wagon, the charges/ penalties for the same levied by the Railways as also the demurrage charges for the same shall be recovered from the defaulting Contractor (s).
- 22.03 All such charges/ penalties shall be apportioned between the defaulting Contractors, as the General Manager thinks fit and reasonable and his decision in all the above cases shall be final and binding on the Contractors concerned.
- 23.00 In order to ensure proper loading of wagon, the Contractor shall ensure loading upto proper level keeping in view the stipulated carrying capacity of the wagons and the loading will be done as per directions of Colliery/ Project/ Area officials responsible for the supervision of the loading of wagons at siding.
- 24.00 The Contractor shall load clean coal free from stone/ shale/ bands/ extraneous materials and of stipulated size.
- (Note: Provisions at Clause 12.01 to 24 shall be guided by provisions of "Measurement of Coal Removal and Regulations in Payment of Coal" under Special Notes and Additional Terms and Conditions)
- 25.00 The monthly rate of removal of OB and extraction of Coal shall be as per removal schedule of the agreement. However, the Engineer-In-Charge (GM/Project officer) may call upon the Contractor, for a limited period, to increase monthly rate of removal of OB/Coal or both up to (+)20%. The Contractor shall make necessary arrangement for the increased rate of removal and no claim shall lie against the Company on account of such increase ordered. In case of exigencies, the Engineer-In-Charge may call upon the Contractor, for a limited period, to increase monthly removal of OB/Coal or both to a further higher range (mutually agreed), and no claim whatsoever shall lie against Company on account of such variation ordered.
- 26.00 In case a Contractor fails to deploy adequate number of equipment, the Company may, without any reference to the Contractor, deploy its own equipment and /or make alternative arrangements. The extra expenditure incurred by the Company for such use of Company's equipment or for making alternative arrangements shall be recovered from the Contractor.
- 27.00 The Contractor shall provide foot-wears, DGMS approved helmets, dust mask, fluorescent jacket, safety appliances and other protective equipment, to his employees as provided in the law, at his own cost. In case of failure on the part of the Contractor to provide this protective equipment, the Company may provide the same to the employees at the cost of the Contractor.





## **COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022**

### **CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL**

#### **SPECIAL TERMS & CONDITIONS FOR HIRING CONTRACTS**

#### **EXCAVATION, REMOVAL OF OVERBURDEN, EXTRACTION OF COAL AND TRANSPORTATION.**

- 28.00 Attested photocopy of Driving License of all Contractor's drivers / operators shall be deposited with the Company.
- 29.00 Materials obtained from excavation: Material of any kind obtained from excavation on the site shall remain the property of the Company.  
All fossils, coins, articles of value or antiquity, structure and other remains or things of geological or archaeological interest, discovered on the site shall be the absolute property of the Company. The Contractor shall immediately upon discovery thereof, and, before removal inform the Engineer-In-Charge.
- 30.00 The Contractor will attend site co-ordination meeting as fixed by the Engineer-In-Charge from time to time to discuss all issues related to works in general and progress in particular. A site order book shall be kept at the site of work as far as possible, all orders regarding are to be entered in this book. All the entries shall be signed by the Engineer or his representative and Contractor or his representative. The site order book shall not be removed from the work site and Contractor or his representative shall be bound to take note of all instructions and directions meant for the Contractor.
- 31.00 Income Tax deduction at source will be regulated as per IT Act 1961.
- 32.00 **PAYMENT OF PRICE VARIATION:** If the price of diesel, and 'other components' (wages, consumables, spares, tyres) increases or decreases, the Contractor shall be compensated for such increase or recoveries shall be made from the dues of the Contractor for such decrease as per provisions detailed below (for the relevant period) and the amount of the contract shall accordingly be varied, subject to the condition that such compensation/ recoveries for variation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of the contract without any penal action. If the contract is to be extended beyond the stipulated period for completion of the work due to fault on the part of the Contractor, escalation on prices should not be allowed further. However, during the extended period (beyond the stipulated period) of work due to fault on the part of Contractor, recoveries shall be effected as per applicable price variation Clause.

Where the contract period is up to 6 months, no compensation/ recovery for price variation will be made except for diesel. Where the contract period is more than 6 months, compensation/ recovery for price variation in respect of diesel, and 'other components' will be effected as per Price Variation formula provided in the Special Terms & Conditions. Such compensation/recoveries for variation in the prices when due shall be worked out based on the following provisions:

- 32.01 Compensation for price variation on the account of diesel, and 'other components' (wages, consumables, spares, tyres) will be paid/ recovered.
- 32.02 The base date for working out such price variation shall be the last date on which tenders were stipulated to be received.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SPECIAL TERMS & CONDITIONS FOR HIRING CONTRACTS

#### EXCAVATION, REMOVAL OF OVERBURDEN, EXTRACTION OF COAL AND TRANSPORTATION.

The compensation of Price variation shall be worked out at monthly intervals and shall be with respect to the work done during the previous month. The first such payment shall be made at the end of one month after the month (excluding) in which the tender was accepted and thereafter at monthly interval.

32.03 Benchmarking of price variation on account of diesel will be done on the basis of price of the diesel of the retail outlet of IOC/BP (PSUs), nearest to the worksite and the price variation will be admissible on simple average of diesel rate (nearest to the worksite) of the period considered for price variation.

32.04 Price Variation for

- Excavation, Removal and Transportation of OB.
- Extraction and Transportation of Coal.
- Extraction of Coal by Surface Miner.
- Loading & Transportation of Coal extracted by Surface Miner.

on account of Diesel, Wages & other components shall be governed by the following formula:

Activity	Diesel Component	Wage Component	Other components
Formula for price variation	$R \times a \times (D_1 - D_0) / D_0$	$R \times b \times (W_1 - W_0) / W_0$	$R \times c \times (M_1 - M_0) / M_0$
Excavation, Removal and Transportation of OB.	$a = 0.56$	$b = 0.09$	$c = 0.04$
Extraction and Transportation of Coal.	$a = 0.46$	$b = 0.15$	$c = 0.05$
Extraction of Coal by Surface Miner.	$a = 0.29$	$b = 0.07$	$c = 0.01$
Loading & Transportation of Coal extracted by Surface Miner.	$a = 0.37$	$b = 0.25$	$c = 0.07$

$R$  = Awarded Rate in Rs/Cu. M for OB and Rs. /Te. for Coal.

$a$  = Diesel expressed as percentage of total value of work.

$b$  = Wage expressed as percentage of total value of work.

$c$  = Other Component expressed as percentage of total value of work.

$D_0$  = Base Price of Diesel corresponding to the last date of submission of Bid.

$D_1$  = Revised price of Diesel corresponding to period of variation with in the period under consideration.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### SPECIAL TERMS & CONDITIONS FOR HIRING CONTRACTS

#### EXCAVATION, REMOVAL OF OVERBURDEN, EXTRACTION OF COAL AND TRANSPORTATION.

$W_0$  = Rate of Wages including VDA per day of unskilled worker as per HPC recommendations, published by CIL, related to last date of bid submission.

$W_1$  = Rate of Wages including VDA per day of unskilled worker as per HPC recommendations, for the period to which escalation/de-escalation relates, as published by CIL.

$M_0$  = All India Whole Sale Price Index for all commodities (WPI) as published by RBI Bulletin, Ministry of Industry & Commerce, Govt. of India, related to last date of bid submission.

$M_1$  = Average All India Whole Sale Price Index for all commodities (WPI) for the period to which escalation / de-escalation relates as published by RBI Bulletin, Ministry of Industry & Commerce, Govt. of India.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL SPECIAL NOTES AND ADDITIONAL TERMS & CONDITIONS FOR HIRING CONTRACT EXCAVATION, REMOVAL OF OVERBURDEN, EXTRACTION OF COAL AND TRANSPORTATION.

#### SPECIAL NOTES AND ADDITIONAL TERMS & CONDITIONS FOR HIRING CONTRACT EXCAVATION, REMOVAL OF OVERBURDEN, EXTRACTION OF COAL AND TRANSPORTATION

##### 1. Scope of Work:

The Contractor, at all times during the contract period, ensure the fulfilment of its obligation in respect of excavation, removal, depositing of overburden, extraction and delivering coal in accordance with applicable laws, mining plan, the provisions of the Agreement and good industry practice.

The Contractor shall remove overburden excavated from mines/specified locations and deposit the same, as per provisions of the agreement, at specified locations decided by EIC or shown in the mine plan.

The Contractor shall extract coal from mines and deliver at specified location as per provisions of the agreement at specified location(s) decided by the Engineering charge.

The Contractor agrees and undertakes that the geometry of the mines including bench height and width of coal seams, Overburden and inter-burden shall at all times conform to provisions of this agreement, statutory provisions and standard industry practice.

The work proposed covers removal of OB, de-coaling of area and back filling / dumping the same with available excavated spoils by deploying HEMM. The Contractor is expected to execute any of the above work or all the works as per items covered under Bill of Quantities.

This scope of work thus covers any or all of the following as specified in the Bill of Quantity:-

- i) Removal / excavation of earth / soil (all kinds) / rock (all kinds) in various strata at all depth including transportation of the same, following approved route, dumping, spreading / dozing and allied works in specified dumping area(s) / adjoining area(s)/ subsided area(s) / existing dump(s) using heavy earth moving machineries.
- ii) Extraction / winning of coal (free from extraneous materials) from various strata and its transportation following approved route upto specified area like departmental stock yard / coal dump / railway siding / coal handling plant etc. as desired by Department using conventional HEMM or Surface Miner as well as dumpers, tippers etc.
- iii) Loading into wagon deploying HEMM as and when required.
- iv) Refilling / back filling of affected area after winning of coal including loading, transportation, dumping, spreading, compacting etc. all by mechanical means.



## **COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022**

### **CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL** **SPECIAL NOTES AND ADDITIONAL TERMS & CONDITIONS FOR HIRING CONTRACT EXCAVATION,** **REMOVAL OF OVERBURDEN, EXTRACTION OF COAL AND TRANSPORTATION.**

Such refilling / back filling may be carried out simultaneously during excavation and transportation stage of overburden i.e. earth, soil, rock (all kinds) depending on availability of de-coaled area as per direction / approved work plan.

It should be the duty and responsibility of the Contractor to report to the management as soon coal is exposed / likely to be exposed.

The Contractor expressly agrees that excavation, removal of overburden, extraction of coal and delivery of coal shall be as per agreed work schedule.

Contractor shall be solely responsible for security of the extracted coal till delivery up to the Department's specified destination. Contractor shall indemnify the Company from any pilferage in handling of coal and also be liable to pay compensation for any mishandling of such materials at any stage of operation upto the delivery at the destination.

#### **2. Equipment:**

The Contractor shall deploy their diesel operated heavy earth moving machineries consisting of any or all of the following:

- a) Shovel / Scraper / Excavator.
- b) Dumper / Tipper.
- c) Dozer / Grader.
- d) Wagon drill / blast hole drill and other deep hole drilling equipment.
- e) J. H. Drill.
- f) Compressor.
- g) Water sprinkler.
- h) Pay loader.
- i) Surface Miner
- j) Pump / Motor
- k) Any other equipment required for completion of the work.

Numbers, size and capacity of such equipment shall be brought to site considering bid provisions, if any, or as directed by Department to facilitate required output within the specified time frame and also environmental consideration.

#### **3. Working Parameter:**

- a) The area required to be excavated shall be shown in the plan / drawing given by the Engineer-In-Charge. The Contractor should sign the plan with pre-level survey and same should be the base plan for working.
- b) The area thus set out shall be cleared from all obstruction such as rubbish of all kind, vegetation, bush etc. No additional payment shall be made to the Contractor for such works.
- c) After clearance of site, the central line of excavation will be given by the Engineer-In-Charge or his representative and it will be the responsibility of the Contractor to go ahead with further detailed layout, bench marks etc. The permanent bench



## **COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022**

### **CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL** **SPECIAL NOTES AND ADDITIONAL TERMS & CONDITIONS FOR HIRING CONTRACT EXCAVATION,** **REMOVAL OF OVERBURDEN, EXTRACTION OF COAL AND TRANSPORTATION.**

marking by constructing pillars, centres shall be permanently laid by the Contractor at his own cost and shall remain at places till handing over the work/completion of the work.

- d) The proposed site including the size of the block may vary depending upon geo-mining conditions and subject to mine working condition.
- e) The site of dumping as shown in plan or as originally conceived may change depending on availability of space.
- f) The deployment of equipment is to be done by the Contractor, considering the working conditions, depth of the mine working, etc. in consultation with the EIC.
- g) Excavation shall include removal of coal/soil as deliberated at 1(i) & (ii), all kinds (wet or dry) exactly in accordance with all levels and contours shown on the plan or as directed by the Engineer-In-Charge. No extra payment will be allowed for removal of semi liquid mud/sludge during the entire excavation of soil / or rock including coal and the rate quoted for the respective items of work shall be deemed to have been covered by the same. It shall be taken to the exact level and gradient of the lowest floor and the sides shall be cut by maintaining the statutory benches as required for the purpose.
- h) Environment Protection Act, 1986 and rules and regulations made thereunder from time to time are to be strictly followed for blast hole drilling, blasting, excavation, loading, hauling and dumping of broken rocks / soil-earth by mechanical means. Air pollution control measures are to be adopted as per SPCB and CPCB norms. Sufficient Sprinklers are to be used to prevent air pollution. Dumping of OB shall be at specified location. Height of dump, slope of the dump is to be followed as per instruction of EIC.

The Contractors shall follow the relevant provisions of clearance, as communicated by Ministry of Environment, Forest and Climate Change (MOEF&CC), as applicable for the mine / project and also instruction of Engineer-In-Charge.

- i) Explosives:- Supply of explosives, detonators and related materials and accessories will be made by Company free of cost. The quantity to be issued shall be to the extent as per established norms for such work.

The Contractor shall have to submit necessary programme before drilling with proper blast hole design for taking up blasting work whenever necessary to Management well in advance for uninterrupted progress of work.

The services of statutory supervisory personnel as required for the work will be provided as and when considered necessary by the Management free of cost. Blasting shall be done by Department free of cost. However, necessary supporting manpower required for such blasting is to be provided by the Contractor. Department shall transport the explosives from Departmental magazine.





## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL SPECIAL NOTES AND ADDITIONAL TERMS & CONDITIONS FOR HIRING CONTRACT EXCAVATION, REMOVAL OF OVERBURDEN, EXTRACTION OF COAL AND TRANSPORTATION.

- j) Overburden is to be dumped at site indicated by Engineer-In-Charge or his representative. Necessary access road /haul road as required for the work for movement of vehicle / HEMM to the place of work and for transportation of excavated soil / rock to disposal point are to be made / maintained (as the case may be) by the Contractor for which no extra payment shall be made. For management of OB dump yard, haul roads, and working faces, dozers and graders are also to be provided. The Contractor's quoted rate shall be deemed to cover the same.

However, if soil transportation route follows any existing road (colliery road / DB road etc.), the maintenance of the same shall be the responsibility of Management/ appropriate authority.

Extracted coal is to be transported to appropriate dump yard / railway siding / stock yard/ CHP / washeries etc. as decided by Engineer-In-Charge. Necessary weighment through designated weighbridge shall also be covered in the scope of work, if so required. Necessary access/haul road for extraction of coal shall also be the responsibility of the Contractor including its making and maintenance. For management of coal dump yard(s), haul road(s) and working face(s), dozer(s) and grader(s) are also to be provided. The Contractor's quoted rate shall be deemed to cover the same.

However, if the coal transportation route follows any existing road (colliery road / DB road etc.), the maintenance of the same shall be the responsibility of Management/ appropriate authority.

- k) Face advance shall be as per approved mine plan/ section. OB removal and coal extraction shall be as per agreed work schedule. In respect of existing mines/workings, this can be seen at the office of GM of concerned Area.
- l) The Contractor shall make his own arrangement of dust suppression by water spraying at faces, loading points, haul roads, transportation roads and dump yards etc. Water, if available, at working site with the authorities /department, shall be spared free of cost. In case of non-availability of such water, arranging water for dust suppression shall be the responsibility of the Contractor.
- m) De-watering and drainage arrangement, as long as required, during the entire execution of work arising out of rain, sub soil water or stored water shall be the responsibility of the Contractor. The Contractor will have to provide necessary pumping machineries and pipes.

In the event of failure to provide required pumping arrangement by the Contractor to meet agreed work-schedule or safety of mines, the Company through its EIC may provide necessary pumping arrangement. The cost incurred for the same as derived shall be recovered.

- n) Necessary quarry lighting as long as required during the entire execution of work shall be the responsibility of the Contractor.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### **CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL** **SPECIAL NOTES AND ADDITIONAL TERMS & CONDITIONS FOR HIRING CONTRACT EXCAVATION,** **REMOVAL OF OVERBURDEN, EXTRACTION OF COAL AND TRANSPORTATION.**

NOTE: However, Company may decide based on location / mining consideration if drainage /de-watering / quarry lighting can be done Departmentally. In case Departmental de-watering and quarry lighting is preferred, the same be indicated in the bid document and necessary modification on (m) & (n) above can be incorporated indicating that the same shall be free of cost.

- o) The Contractor shall facilitate cleaning of faces, preparation of ramps and other work to facilitate movement and plying of machines deployed by him. Necessary equipment like dozers, graders etc. shall be deployed by the Contractor and shall be considered as a part of work.
  - p) Earth as available in the excavation may be kept revived for use / used as far as possible in the top layer or reclamation / covering the back filling or as directed.
  - q) The Management shall not be liable for any compensation whatsoever in case of any detention / idling of the machinery of the Contractor for any reason. The Contractor will fully indemnify/compensate the Company for the loss suffered by the Company due to stoppage of work by the Contractor and / or his employees / workers on his / their own accord / and / or for any damages caused to any property of Company or others due to any act of omission and commission on the part of the Contractor and / or his employees. The assessment made by the Company in this regard shall be final and binding on the Contractor.
  - r) The custodial responsibility in respect of the property of the Management or of the Contractor will rest on the Contractor fully from the date of the issue of Letter of Acceptance / Work Order till the completion / termination of the work and handing over the property back to the Management.
  - s) The Company shall provide the required land for execution, entirely or in a phased manner. The Company may restrict the magnitude of the work depending upon the availability of land for the purpose for which the Contractor will have no claim on Company and no compensation on this ground will be paid to the Contractor other than as mentioned under the General Terms and Conditions of the Contract.
  - t) The cost of manpower & materials required for making pillars etc. for survey measurement shall be to the account of Contractor and rates quoted by the Bidder shall be deemed to have included all such costs.
  - u) Company would not be liable for any compensation due to stoppage / change in Scope of work, due to local disturbance, change in Govt. policy, law and any order of judiciary, obstruction or delay by any outside elements / agency.
  - v) Geometry, cross section etc. of haul roads etc. will have to be got checked by the Safety and Civil Engineering Department of the concerned Project of Company before putting in use.
4. Detailed Scope of Work: HEMM as detailed in Clause No.2 above and others as required shall have to be engaged by the Contractor for the works as detailed below subject to stipulation in BOQ.



## **COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022**

### **CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL** **SPECIAL NOTES AND ADDITIONAL TERMS & CONDITIONS FOR HIRING CONTRACT EXCAVATION,** **REMOVAL OF OVERBURDEN, EXTRACTION OF COAL AND TRANSPORTATION.**

- a. Excavation of soil (all kinds and at all levels) and / or rock (all kinds, all strata and at all levels) from Company's land and / or from the land (arranged by the Company) at all depth as decided by EIC.
- b. Necessary preparation of site and drilling holes to facilitate blasting (spacing and size of drilled holes shall be in consultation with Management's representatives on day to day basis so as to avoid dispute on fragmentation of rock) in all soil and all rock strata. The agency will be responsible for drilling in all gradient / terrain and stemming during charging of explosives as per requirement.
- c. Facilitating blasting as described at 3 above
- d. Loading the excavated spoils into dumper / tipping truck (size of such tipping truck / dumper shall be as per NIT or as decided by Management to limit pollution level).
- e. Transporting, unloading and dumping the spoils on dump site or on the land arranged by the Management / existing dump(s) and spreading or simultaneous dumping and spreading in layers for filling de-coaled area(s) or subsided area(s) by mechanical means.
- f. Necessary drilling to facilitate blasting (spacing and size of drilled holes shall be in consultation with Management's representative on day to day basis so as to avoid dispute) in coal strata, if applicable. The agency will be responsible for drilling in all gradient / terrain and stemming during charging of explosives as per requirement.
- g. Winning and extraction of coal from all strata, using conventional technology such as use of excavator / drill etc. (capacity and size shall be as per NIT or as decided by Management to maintain targeted production within specified time period) as per provision of BOQ.
- h. Facilitating blasting as described at 3 above.
- i. Winning and extraction of coal using Surface Miner from all strata (capacity and size of Surface Miner shall be as per NIT or as decided by Management to maintain targeted production within specified time period) as per provision of BOQ.
- j. Loading of coal into tipper / dumper, its transportation and unloading at the destination fixed by the EIC and stacking properly.
- k. Loading into wagons by Pay Loader (as per provision of BOQ).
- l. Making and maintaining haul roads, access roads. In case of existing mines where haul road already exists, maintenance of the same shall be within the Scope of work.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### **CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL** **SPECIAL NOTES AND ADDITIONAL TERMS & CONDITIONS FOR HIRING CONTRACT EXCAVATION,** **REMOVAL OF OVERBURDEN, EXTRACTION OF COAL AND TRANSPORTATION.**

- m. Back filling the coal faces after completing extraction of entire coal by way of re-handling of excavated dumped spoil (soil & rock) laid in layers and compacted only when specified in BOQ.
- n. De-watering, drainage arrangement and quarry lighting as long as required for the entire execution / operation of the work including at the coal benches (if specified in the BOQ). The Contractor will have to provide required pumping arrangement along with piping.
- o. Dust suppression by spraying water at workings as well as haul roads / roads.
- p. All other miscellaneous works for completion of the items of works as per BOQ.

#### 5. Measurements and Payments:

##### Measurement of OB and Coal:

Before an area is taken up for working, the pre-level survey shall be taken up jointly as described hereafter on the base plan. The Contractor shall sign the base plan with respect of which subsequent survey volumes will be determined. Contractors are required to furnish their proposed work completion schedule indicating month-wise progress keeping in view the total quantum of work. The schedule so given should be agreed by Engineer-In-Charge.

The initial and final joint survey measurement of the works, coal and Over Burden (OB) shall be carried out by Area authority in association with HQ Survey Team, CMPDIL / other Subsidiary team and representative of Contractor.

All interim monthly measurement of OB and Coal shall be done on in-situ basis by Unit Surveyor along with the representative of Contractor in accordance with survey measurement as prescribed in the "Code for uniform system of maintenance, control, verification of coal stock and measurement, verification of over burden removal in all mines of Coal India Limited".

Mode of interim quarterly / half-yearly measurement is to be carried out by Area Surveyor, Unit Surveyor, representative of Head Quarter and representative of the Contractor. Association of CMPDIL / other Subsidiaries may also be sought with the approval of CMD of the Company.

##### Surveying and levelling: -

- a) Initial surveying and levelling shall be carried out as per "Code for uniform system of maintenance, control, verification of coal stock and measurement, verification of over burden removal in all mines of Coal India Limited". The Subsidiary shall incorporate such mode in the bid document.
- b) Subsequent Surveying and Levelling: This will be carried out as per "Code for uniform system of maintenance, control, verification of coal stock and measurement, verification of over burden removal in all mines of Coal India Limited".



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### **CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL** **SPECIAL NOTES AND ADDITIONAL TERMS & CONDITIONS FOR HIRING CONTRACT EXCAVATION,** **REMOVAL OF OVERBURDEN, EXTRACTION OF COAL AND TRANSPORTATION.**

The dates of all such measurements and also the date of initial measurement will be recorded on the plan along with the reduced level of each point. If the entries are too numerous and difficult to accommodate on the plan, a register may be maintained for recording the levels with dates.

- c) When coal seam is exposed, the levels of top of the seam will be taken before the coal is extracted by Area Surveyor. Similarly, the levels of floor will be taken before the area is back filled or allowed to get drowned by CMPDIL /other Subsidiary team.
- d) In the excavated portion also, the levels of the points along the grid where there are abrupt changes in the levels should also be taken.
- e) A Bench Mark and a base line will be maintained at suitable places away from the quarry on firm undisturbed ground. The levels and positions of the pillars should be rechecked in reference to the bench mark and base line every six months by Area Office Surveyor.
- f) Measurement of Overburden Removal: Any standard In-situ method for measurement of quantity of overburden removed can be adopted. The modern system of survey measurement such as Electronic Total Station (ETS) and 3D Terrestrial Laser Scanner (3DTLS) shall be used in measurement. CIL/ Subsidiary can also adopt any new technology/gadget etc. as approved by CIL or Subsidiary for measurement of quantity of overburden.

The initial and final measurement of HOE patch shall be done by CMPDIL/third party by 3DTLS. For contract more than one year, half yearly and annual measurement of OB shall also be reconciled on the basis of measurement by CMPDIL/third party done by 3DTLS.

Note: Every Bill (running on account/final) shall be paid on measured quantity (survey measurement as above) on monthly basis. However, it shall be reconciled Half yearly and Annually/Final on the basis of measurement by CMPDIL/third party done by 3DTLS.

- g) Measurement of Coal Removal: In Situ volumetric measurement of coal production can be found out in the same manner prescribed in “Code for uniform system of maintenance, control, verification of coal stock and measurement, verification of over burden removal in all mines of Coal India Limited”.
- h) Regulations in payment for Coal: The volumetric quantities of coal shall be calculated in accordance with prescribed guidelines in above para. The same shall be converted in ton and shall be reconciled with the quantity dispatched as per weighment of Railway/ Truck receipts. Payment will be made on the lesser of the quantities as determined by the above modes.

The conversion factor / specific gravity for the specified seam of coal will be worked out and shall form the basis of conversion.





## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### **CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL** **SPECIAL NOTES AND ADDITIONAL TERMS & CONDITIONS FOR HIRING CONTRACT EXCAVATION,** **REMOVAL OF OVERBURDEN, EXTRACTION OF COAL AND TRANSPORTATION.**

In reconciliation, if the quantity of coal delivered by the Contractor at the destination is found to be less than the quantity measured at the place of work, the Contractor shall be liable to pay penalty for the variation in quantity upto 2% (two percent) at the rate of prevailing sale price of the said grade of coal and pay a penalty at double the aforesaid sale price for the quantity beyond / exceeding the variation of 2% (two percent).

- i) The running on account bill will be raised every month or stipulated in the work order/ contract agreement and payment will be made within 30(thirty) days from the date of passing of the bill by the executing authority.  
Note: Every Bill (running on account/final) shall be paid on measured quantity on monthly basis.
- j) Payment will be released on quantity of coal dispatched outside the leasehold limits of the quarry and quantity of overburden removed after measurement for the above purpose as per steps mentioned below:
  - i) Current stripping ratio as mutually agreed, as per NIT/ agreed work schedule shall form the basis of release of payment in respect of overburden and coal.
  - ii) On Account payment for removal of OB will be admissible to the Contractor to the extent of 50% (fifty percent) of the quantity of OB disposed off by the Contractor till the initial coal seam is exposed for extraction.
  - iii) Subsequent payment on removal of OB within contract quantity will be restricted on the basis of agreed stripping ratio i.e. payment will be linked to extraction of coal. However, if OB removal and coal removal is as per agreed stripping ratio, full payment on removal of OB shall be made subject to dispatch of coal as indicated above. However, 50% of payment of OB removal in excess of commensurate quantity as per stripping ratio will be made within the contract quantity provided the so payable amount do not exceed security amount (i.e Performance Security & Retention Money) available with the Department.
  - iv) Full value of payment due to coal dispatched within the contract quantity shall be released in 'On Account' bills when the coal extracted matches stipulated stripping ratio.
  - v) In case, coal extraction is more and OB removal is less than the stripping ratio, full payment on OB removal will be made.

In case, coal extraction and transportation is more than OB extraction compared to agreed stripping ratio, full payment will be restricted for quantity of coal, based on stripping ratio, corresponding to the actual OB removed.

However, for the portion of coal quantity for which payments could not be released due to restriction of the stripping ratio may be released to the extent of 80% of the payable amount provided the extra coal extracted / transported is dispatched by Company and executing authority is satisfied about the stability of mining operation undertaken.





## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL SPECIAL NOTES AND ADDITIONAL TERMS & CONDITIONS FOR HIRING CONTRACT EXCAVATION, REMOVAL OF OVERBURDEN, EXTRACTION OF COAL AND TRANSPORTATION.

- vi) The above stipulation for progressive payment is to ensure compliance of targets as per the mile stone indicated in the schedule of progress. However, actual quantity executed (Coal & OB) as certified in the final joint measurement shall be paid after re-conciliation in the final bill irrespective of stripping ratio mentioned in agreed work schedule / Bid.
- vii) In case of variation in available stripping ratio compared to agreed stripping ratio, the same can be modified based on actuals during the course of contract subject to approval of Competent Authority.

[Note: (not to be part of tender document): Competent Authority shall be tender approving authority and in case approving authority is higher than CMD level, then approval of CMD shall be taken.]

The payment withheld for OB quantity (ref Clause (ii) and (iii) above) will be released considering the progressive achievement as per the work schedule/revised work schedule as applicable.

- k) Release of payment after extraction/production of coal and transportation to Surface Coal Dump by the Contractor in those cases where the Contractor is not responsible for non-dispatch of coal from Surface Coal Dump and the payment is held up for more than 90 days, the following system is to be adopted provided the coal received at Surface Coal Dump after weighment:
  - i) 80% payment for the coal produced and transported up to Surface Coal Dump after weighment to be considered for payment.
  - ii) Balance payment for the above coal produced and transported up to Surface Coal Dump as mentioned at Sl. No. (i), will be released only after its dispatch.
  - iii) Release of payment for the quantities of OB commensurate with 80% quantity of coal produced (as per current stripping ratio) and transported to dump shall also be released after measurement as prescribed in Clause 5.
  - iv) The payment as made under serial No.(i) and (iii) above shall be treated as provisional payment and it shall be adjusted, as finalized as per Clause 5(h) and 5(j) above.

Note: (Not to be part of tender document): For releasing such payments as at 5(k), approval of tender approving authority is required. In case the tender approving authority is above CMD level, then approval of CMD of CIL/Subsidiary is required.

#### NOTE:

- 1) The above mode of release of payment shall be applicable where Hiring Works involve both removal of OB and extraction of coal.



## **COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022**

### **CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL** **SPECIAL NOTES AND ADDITIONAL TERMS & CONDITIONS FOR HIRING CONTRACT EXCAVATION,** **REMOVAL OF OVERBURDEN, EXTRACTION OF COAL AND TRANSPORTATION.**

In case only coal extraction or only OB removal is in the scope of work, no such restriction shall be applicable i.e. extraction of coal / removal of OB will be made based on in situ measurement. However in case of extraction of coal release of payment shall be subject to dispatch. Mining shall be as per acceptable geometry including bench width and height, statutory provisions and standard industry practice.

- 2) Subsidiaries may also decide its own regulation towards mode of payment for items executed (duly approved) depending on locational and geo mining site consideration. However, such mode shall be elaborated in the bid document.
- 3) The provisions made above are general in nature and can be modified depending on local considerations with the approval of Subsidiary.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL VOCATIONAL TRAINING AND SAFETY REQUIREMENTS.

#### VOCATIONAL TRAINING AND SAFETY REQUIREMENTS.

##### A. VOCATIONAL TRAINING

###### 1. OBLIGATION ON THE PART OF CONTRACTOR.

- i) Contractor shall ensure Initial and Refresher Vocational Training to his employees and supervisors as per V.T. rule 1966 (read with any amendments) at the Company's training centre. Training shall be imparted to all workers, well in advance, before deployment in the mines. Trainees completing the training successfully shall be issued Training Certificate/Card. Trainees shall be entitled to receive stipend as per V.T. Rule for the period of training concerned.
- ii) The Contractor shall pay stipend to the entitled trainees as per V.T. rule for the entire period of training through Bank. In case of failure to pay stipend, the employer shall pay the same to trainees who complete training successfully. Payment so made, shall be recovered from the bill of the Contractor.
- iii) The cost of stipend to impart Vocational Training, may be included in the Bidders quoted Price.
- iv) Contractor shall receive training card/ certificate for trained persons, from the employer's training centre. The Contractor shall maintain record of such trained persons with copy of certificate. A copy of certificate shall be submitted to the Engineer-In-Charge. Only trained persons shall be deployed for the contracted work.
- v) The Contractor shall arrange training on simulation and 3D Virtual Reality System.

###### 2. OBLIGATION ON THE PART OF EMPLOYER.

- i) The employer shall arrange vocational training at the employer's training Centre as may be required in conformation with V.T. Rule and the nature of work. Certificate to workers, completing training successfully shall be issued. Record of such trainees with their photograph shall be maintained.
- ii) The employer shall ensure payment of stipend to trainees, completing training successfully.
- iii) Employer shall ensure that only trained persons are deployed at work site during the contract period.

##### B. SAFETY REQUIREMENTS

The Contractor shall comply with provisions of this agreement, applicable laws, guidelines of DGMS and conform to Standard Industry Practice for securing the safety of mines, equipment and individual on or about the site. The Contractor shall develop, implement and administer a surveillance and safety programme for providing a safe environment on or about the mines. Safety measures shall be implemented during entire contract period or extended period. Safety requirement



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL VOCATIONAL TRAINING AND SAFETY REQUIREMENTS.

include measures associated with safe movement, safety management, safety equipment, fire safety, enforcement and emergency response.

The Contractor shall impart safety training to its employees and shall at all times be responsible for observance of safety procedure by its employees and agents.

The Contractor shall comply with the instructions issued by appropriate Government Authority and directions of Employer. The Contractor shall also comply with the provisions of Mines Acts and rules made thereunder.

All cost or expenses arising out of or relating to safety requirement shall be borne by the Contractor.

#### **Safety requirements to be complied: General Aspect.**

- i) Contractor shall submit list of persons deployed for the work. No person shall be deployed for the work without knowledge of the Authority.
- ii) All employees deployed for the work shall undergo IME and PME as per statute and the record of the same shall be maintained in the office of Manager.
- iii) Contractor shall maintain form 'A' of his Employees and a soft copy shall be submitted to the Engineer-In-Charge.
- iv) Contractor shall issue "Identity Card" with photograph duly attested mentioning Name of Contractor, Name of employee, Designation, DOB, Date of IME/PME, VTC and period of validity etc. to each employee. The Drivers / employees shall carry original identity card, while on work and produce for inspection whenever required.
- v) Daily attendance shall be marked in Form D for IN and OUT.
- vi) Safety requirement shall be exercised round the clock. In case of non-compliance of safety requirements or any specific instruction given in writing by the Engineer-In-Charge, the operation may be suspended till such non-compliance is rectified. In case of repeated violation of safety requirements, serious in nature, the Engineer-In-Charge shall have right to suspend the work.
- vii) Safe Operating Procedure (SOP)/Code of Practice/traffic rule for the work shall be prepared and shall be displayed in working place/important places in languages understood by the workers. Risk assessment shall be conducted and safe method to deal the same shall be carried out. Copy of SOP and site-specific Code of Practice shall be given to the EIC/Authorized Representative. Contractor shall deploy qualified and competent person to ensure working as per statute and SOP.
- viii) Contractor shall ensure Group Insurance for all employees for a minimum coverage of Rs. 15 Lakhs.
- ix) Contractor shall ensure that working hours for his employees comply with



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL VOCATIONAL TRAINING AND SAFETY REQUIREMENTS.

relevant sections of Mines Act 1952 and modifications thereof.

- x) Contractor shall submit list of all accidents and analysis thereof.
- xii) Contractor's workers shall not remain unattended on the floor of the working face. Breakdown in mines shall be attended by competent supervisor.
- xiii) Contractor shall provide roadworthy vehicle/pick up van for movement of maintenance/operator

#### **Safety requirement for equipment, vehicles and machinery:**

All equipment shall be provided with adequate safety features as per DGMS Circulars. The operator's seat should be ergonomically designed. Operator's cabin shall be air-conditioned and substantially strong to protect operator from dust, heat and noise.

All equipment and vehicles shall have Audio Visual Alarm (AVA), rear view camera, proximity detection device, additional warning system for operator's fatigue, rear vision system, efficient brake, turbo charge guard, front and rear light, speed retarder etc. to conform to DGMS requirement.

The transport vehicles shall have limiting speed device and load indicator and recorder. These shall be incorporated with AVA with sound level 5-20% higher than ambient noise level. The AVA should be of IP-67 compliant. Vehicles shall be fitted with Antiskid and Tail end protection system.

In case of surface miner there shall be automatic water sprinkling arrangement and suitable firefighting arrangements. All drills shall be with wet drilling system and portable fire extinguisher.

#### **Road Worthiness of Vehicle:**

All vehicles shall maintain / carry - (a) RC Book, (b) Valid Insurance, (c) Valid Pollution Clearance Certificate, (d) Valid Fitness Certificate, (e) Operation Manual & Maintenance Manual, (f) Any other requirement as per RTO.

The Contractor shall ensure regular checking, maintenance, and repair of all vehicles and equipment as per best industry practice and keep them in good condition. Record of such activities shall be maintained in a logbook and kept in operator's custody, which shall always be available for inspection by EIC or his representative. In case of deficiency, EIC shall have the right to prohibit deployment of such vehicle/equipment.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### ANNEXURE -I (PRE-CONTRACT INTEGRITY PACT)

#### ANNEXURE -I

#### PRE-CONTRACT INTEGRITY PACT

##### (To be signed on Plain Paper)

##### General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of .....20..., between, on one hand, Coal India Limited/Subsidiary Cos. acting through Shri ....., Designation of the officer, (hereinafter called the “BUYER / Principal”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. ....represented by Shri....., Chief Executive Officer (hereinafter called the “BIDDER/Seller/Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to execute .....(Name of the work) and the BIDDER/Seller is willing to offer/has offered the Services and

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

##### NOW, THEREFORE,

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

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

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

#### **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, will 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.





## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - *HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL*

#### ANNEXURE -I (PRE-CONTRACT INTEGRITY PACT)

- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will 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. Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

#### **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) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
  - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s) / Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" shall be as per the provisions at Annexure-A.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### ANNEXURE -I (PRE-CONTRACT INTEGRITY PACT)

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

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

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

- (1) If the Bidder / Contractor / Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor / Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the Company, hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidences within his / her knowledge concludes that there is a reasonable ground to suspect violation of any commitment listed under Section 2 i.e “Commitments of Bidder(s) / Contractor(s)”.
- (3) The Bidder accepts and undertakes to respect and uphold the Principal’s absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (4) If the Bidder / Contractor / Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

### **Section 4 - Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s) from the tender process 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.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - *HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL*

#### ANNEXURE -I (PRE-CONTRACT INTEGRITY PACT)

- (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 or the amount equivalent to Performance Bank Guarantee.

#### **Section 5 - Previous transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

#### **Section 6 - Equal treatment of all Bidders / Contractors / Sub-Contractors**

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-Contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section7- 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 associate of a Bidder, Contractor or Sub-Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

#### **Section 8 - Independent External Monitor**

- (1) The Principal appoints competent and credible Independent External Monitor 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 representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Chairman, Coal India Limited / CMD, Subsidiary Companies
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### ANNEXURE -I (PRE-CONTRACT INTEGRITY PACT)

access to their project documentation. The same is applicable to Sub-Contractors.

- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-Contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, Coal India Limited / CMD, Subsidiary Companies and recuse himself / herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairman, Coal India Limited / CMD, Subsidiary Companies 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 Chairman, Coal India Limited / CMD, Subsidiary Companies, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman, Coal India Limited / CMD, Subsidiary Companies 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 disqualification of 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 Chairman Coal India Limited / CMD, Subsidiary Companies.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL ANNEXURE - I (PRE-CONTRACT INTEGRITY PACT)

#### **Section 10 - Other provisions**

- (1) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (2) If the Contractor is a partnership or Joint Venture (JV), this agreement must be signed by all partners or JV members.
- (3) Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Agreement remains valid. In this case, the parties will strive to come to an Agreement to their original intentions.
- (4) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

#### **Section 11- Facilitation of Investigation**

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

#### **Section 12- Law and Place of Jurisdiction**

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

#### **Section 13- Other Legal Actions.**

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

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:  
(Name & Address)

Witness 2:  
(Name & Address)

\_\_\_\_\_

\_\_\_\_\_





## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL ANNEXURE - I (PRE-CONTRACT INTEGRITY PACT)

#### ANNEXURE- A

##### **Guidelines for Indian Agents for Foreign supplier (Part of Integrity Pact)**

1. Authorized Indian Agent of a foreign manufacturer or indigenous manufacturer is also eligible to quote on behalf of its principal against the tender, in case manufacturer as a matter of corporate policy does not quote directly. However, in such case, authorized Indian Agent shall have to upload scanned copy of tender specific Manufacturer's Authorization, signed and stamped by the manufacturer to quote against the CIL Tender, indicating the Tender Reference No. and date along with the offer. The authorized Indian Agent is to upload scanned copies of details in respect of its organization along with the copies of document like certificate of incorporation / registration etc. alongwith the offer. The firm (Indian Agent) should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent.  
In case an Indian Agent is participating in a tender on behalf of one manufacturer, it is not allowed to participate / quote on behalf of another manufacturer in this tender or in a parallel tender for the same item. Further, in a tender, either manufacturer can quote or its authorized Indian Agent can quote but both are not allowed to participate/ quote in the same tender. Also, one manufacturer can authorise only one agent to quote in the same tender. All the bids, not quoted as per the above guidelines, will be rejected.
2. The Foreign manufacturer must indicate the name & address of its agent in India. It should also indicate the commission payable to them and the specific services rendered by them. The Indian Agency commission will be payable only on FOB prices of goods and it should be quoted as a percentage of the FOB price. In case, the foreign manufacturer does not have any Indian Agent, it should be clearly mentioned in the bid. In terms of Integrity Pact, the Bidder has also to disclose all payments to agents, brokers or any other intermediaries.  
The amount of agency commission payable to Indian Agent should not exceed 5% or what is specified in agency agreement, whichever is lower.
3. In addition to above A certificate that no commission is payable by the principal supplier to any agent, broker or any other intermediary against this contract other than percentage as indicated in BOQ (not exciding 5% of FOB) of FOB value of the contract to Indian Agent. This certificate forms a part of letter of credit.
4. The payment of Indian Agency Commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency commission if any, payable shall have to be mentioned in the offer by the foreign manufacturer.  
The following documents shall be submitted by the Bidder in case of contract with foreign principals involving Indian agents:
  - a. Foreign principal's pro-forma invoice or any other authentic document indicating the commission payable to the Indian agent, nature of after sales service to be rendered by the Indian Agent and the precise relationship between the Principal and the Agent and their mutual interest
  - b. Copy of the agency agreement if any with the foreign principal stating the precise relationship between them and their mutual interest in the business.  
However, if all the details given in Para – (i) are complied with, the requirement of submission of document mentioned at Para – (ii) may be waived.
5. Agency commission, if any, shall be paid in equivalent Indian Rupees.





## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### ANNEXURE-II (PROFORMA OF JOINT VENTURE AGREEMENT)

#### 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)

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”).



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### ANNEXURE-II (PROFORMA OF JOINT VENTURE AGREEMENT)

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

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

#### **1) FORMATION AND TERMINATION OF THE JOINT VENTURE.**

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

- a) The name and style of the Joint Venture shall be "....."  
(hereinafter called the "Joint Venture")
- b) The Head Office of the Joint Venture shall be located at..... and the site office will be located at the site of the Project. All communication regarding the Project will be made to..... Telephone Nos.....
- c) Neither of the parties of the Joint Venture shall be allowed to 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.
- d) The terms of the Joint Venture shall begin as on the date first set forth above and shall terminate on the earliest of the following dates.
  - i) The Joint Venture fails to obtain qualification from the Employer.
  - ii) The Contract for the Project is not awarded to the Joint Venture.
  - iii) The Employer cancels the Project.
  - iv) Either Party commits material breach of this Agreement and fails to cure such breach within the period designated by the non-defaulting Party.
  - v) Both parties agree to terminate this Agreement in writing.
  - vi) The Project is completed including defects liability period to the satisfaction of the Employer and all the parties complete any and all duties, liabilities and responsibilities under or in connection with the Contract and the Joint Venture agreement.

#### **2) LEAD PARTNER.**

M/s..... shall be the Lead Partner of the Joint Venture and is In-charge for performing the contract management. M/s..... shall be attorney of the parties duly authorized to incur liabilities and receive instructions for and on behalf of any and all partners in the Joint Venture and also all the partners of the Joint Venture shall be jointly and severally liable during the bidding process and for the execution of the contract as per contract terms with the employer in accordance with the power of attorney annexed. All Joint Venture Partners M/s....., M/s..... & M/s..... nominate and authorize Shri..... (name and designation) of



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### ANNEXURE-II (PROFORMA OF JOINT VENTURE AGREEMENT)

M/s..... to sign all letters, correspondence, papers & certificates and to submit the Pre-qualification Application / Bid documents for and on behalf of the Joint Venture.

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

Each constituent party of the Joint Venture appoints the following personnel as the representative of the relevant party with full power of attorney from the Board of Directors of the concerned Company, or from the partners of the entity, or from the proprietor.

<u>JV Partner</u>	<u>Name</u>	<u>Position in the respective Company</u>
-------------------	-------------	---

M/s.....	.....	.....
M/s.....	.....	.....
M/s .....	.....	.....

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

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

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

4.2 The Parties shall share the rights and obligations, risk, cost and expenses, working capitals, profits or losses or others arising out of or in relation to execution of the Project individually or collectively.

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

### **5) JOINT AND SEVERAL LIABILITIES.**

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

### **6) WORKING CAPITAL**

During the execution of work/service, the requirement of Working Capital shall be met individually or collectively by the JV partners.

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

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

### **8) PERSONNEL & EQUIPMENT**

Team of Managers / Engineers of all the partners of the Joint Venture will form part of the core management structure and assist in execution of the project. The list of



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### ANNEXURE-II (PROFORMA OF JOINT VENTURE AGREEMENT)

personnel and equipment proposed to be engaged for the Project by each Party will be decided by the management committee.

#### **9) NON-PERFORMANCE OF RESPONSIBILITY BY ANY PARTY OF JOINT VENTURE.**

- a) As between themselves, each Party shall be fully responsible for the fulfillment of all obligations arising out of its scope of the work for the Project to be clarified subject to the Agreement between the Parties and shall hold harmless and indemnified against any damage arising from its default or non-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 Employer.

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

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



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### ANNEXURE-II (PROFORMA OF JOINT VENTURE AGREEMENT)

#### **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 Whereof the parties hereto have hereunder set their respective hands and seals the day, month, year first above written.

For .....

For.....

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

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

Place .....

Place.....

Date .....  
.....

Date

Witness  
Signature .....  
(Name & Address )

Witness  
Signature .....  
( Name & Address )



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL ANNEXURE-III (PROFORMA OF BANK GUARANTEE IN LIEU OF BID SECURITY / EARNEST MONEY)

#### ANNEXURE-III

#### PROFORMA OF BANK GUARANTEE IN LIEU OF BID SECURITY / EARNEST MONEY

To

.....  
.....

Dear Sir,

1. In consideration of the notice issued by.....having its registered office at.....(hereinafter called “ the Company” which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to accept from M/s.....having its registered office at.....(herein after called ‘the said Bidder’ which expression shall unless repugnant to the subject or context includes its successors and assigns) a Bank Guarantee from a Scheduled Bank in lieu of deposit of Bid Security/Earnest Money in Bank draft amounting to Rs..... for the due fulfilment of the terms and conditions contained in the Bid No.....dated....., we.....Bank (hereinafter referred to as the Bank) having its office/Branch..... do hereby undertake to pay the Company an amount not exceeding Rs.....on demand by the Company, for the reason of any breach by the Bidder of any of the terms and conditions contained in the said Bids. The decision of the Company as to whether any such breach having been committed by the Bidder shall be final and binding on us.
  2. We.....Bank do hereby undertake to pay an amount due and payable under this guarantee without any demur merely on a demand from the Company stating that the amount claimed is due from the Bidder for the reason of breach by the said Bidder of any of terms and conditions contained in the said Bid or for the reason of the Bidder failing to keep the Bid valid. Any such demand made on the Bank shall be conclusive. As regards the amount due and payable by the Bank under this Guarantee shall be restricted to an amount not exceeding.....
  3. We, the said Bank further agree that the Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect till a demand or claim under this Guarantee is made on us in writing on or before the.....\*\*..... We shall be discharged from all liability under this Guarantee thereafter.
- \*\* the bank shall allow guarantee up to bid validity period plus 90 days considering date of submission/revised submission or up to .....as fixed by the Notice Inviting Authority.*
4. We, the said Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Company in writing and agree





## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL ANNEXURE-III (PROFORMA OF BANK GUARANTEE IN LIEU OF BID SECURITY / EARNEST MONEY)

that any change in the constitution of the said Bidder or the Bank shall not discharge our liability hereunder.

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code number)

(Address)

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

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

Signature of the authorized person For and on behalf of the Bank.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL ANNEXURE-IV (BANK GUARANTEE FOR PERFORMANCE SECURITY)

#### ANNEXURE-IV

#### BANK GUARANTEE FOR PERFORMANCE SECURITY

To

.....

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

#### WHEREAS

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

It has been agreed that the Contractor shall furnish a Performance Security in the shape of Bank Guarantee from a 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 with interest without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum, or failing on the Company to compel such payment by the Contractor.

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

The Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### ANNEXURE-IV (BANK GUARANTEE FOR PERFORMANCE SECURITY)

of the said Contract which is likely to be ..... day of ..... but if the period of Contract is extended either pursuant to the provisions in the said Contract or by mutual agreement between the Contractor and the Company, the Bank shall renew the period of the Bank Guarantee failing which it shall pay to the Company the said sum of ..... or such lesser amount of the said sum of ..... as may be due to the Company and as the Company may demand.

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

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



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### ANNEXURE-IV (BANK GUARANTEE FOR PERFORMANCE SECURITY)

- ii) Branch Code-
- iii) IFSC Code –
- iv) SWIFT –
- v) Telephone No. –
- vi) Fax No. –
- viii) Email ID –

Whenever there is change in postal address and/or other details of this branch issued the guarantee and/or the operative branch, we .....(the issuing bank) will ensure to intimate respective Area, being the beneficiary, of such changed address, telephone number, fax number and e-mail ID.

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

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

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

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

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

SIGNED, SEALED AND  
DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code number)

(Address)

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

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



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

**CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL**  
**ANNEXURE-V (BANK GUARANTEE FOR RELEASE OF RETENTION MONEY/BID SECURITY DEDUCTED @5% FROM RUNNING BILL IN LIEU OF RECEIVING PAYMENT AGAINST THE SECURITY DEPOSIT ACCRUED ANNUALLY BY PAYING THE RUNNING BILL AT 95%, i.e. THE RETENTION MONEY DEDUCTED @ 5% FROM RUNNING BILL)**

### ANNEXURE-V

**BANK GUARANTEE FOR RELEASE OF RETENTION MONEY/BID SECURITY DEDUCTED @5% FROM RUNNING BILL  
IN LIEU OF RECEIVING PAYMENT AGAINST THE SECURITY DEPOSIT ACCRUED ANNUALLY BY PAYING THE RUNNING BILL AT 95%, i.e. THE RETENTION MONEY DEDUCTED @ 5% FROM RUNNING BILL**

To

.....  
.....

Re: Bank guarantee in respect of contract  
No..... Dated.....  
between ..... (Name of the .....)  
And ..... (Name of the Contractor)

#### WHEREAS

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

It has been agreed that the Contractor shall furnish a Bank Guarantee from a Scheduled Bank for a sum of Rs..... as security for release of equivalent amount of Retention Money/Bid Security as per Terms and Conditions of the said Contract.

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

NOW, THEREFORE, we the..... Bank (herein after called The Bank) hereby, unconditionally and irrevocably, 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 with interest without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum, or failing on the Company to compel such payment by the Contractor.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

**CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL**  
**ANNEXURE-V (BANK GUARANTEE FOR RELEASE OF RETENTION MONEY/BID SECURITY DEDUCTED @5% FROM RUNNING BILL IN LIEU OF RECEIVING PAYMENT AGAINST THE SECURITY DEPOSIT ACCRUED ANNUALLY BY PAYING THE RUNNING BILL AT 95%, i.e. THE RETENTION MONEY DEDUCTED @ 5% FROM RUNNING BILL)**

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

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

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

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

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

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.





## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### **CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL** **ANNEXURE-V (BANK GUARANTEE FOR RELEASE OF RETENTION MONEY/BID SECURITY DEDUCTED @5% FROM RUNNING BILL IN LIEU OF RECEIVING PAYMENT AGAINST THE SECURITY DEPOSIT ACCRUED ANNUALLY BY PAYING THE RUNNING BILL AT 95%, i.e. THE RETENTION MONEY DEDUCTED @ 5% FROM RUNNING BILL)**

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 on or before the said date all rights of the Company under this Guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding Clause.

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

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

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



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### **CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL** **ANNEXURE-V (BANK GUARANTEE FOR RELEASE OF RETENTION MONEY/BID SECURITY DEDUCTED @5% FROM RUNNING BILL IN LIEU OF RECEIVING PAYMENT AGAINST THE SECURITY DEPOSIT ACCRUED ANNUALLY BY PAYING THE RUNNING BILL AT 95%, i.e. THE RETENTION MONEY DEDUCTED @ 5% FROM RUNNING BILL)**

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code number)

(Address)

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

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

### **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.

- 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).
- .....(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.
- The details of beneficiary for issue of bank guarantee in SFMS platform is as furnished as below.

1.	Name and details of the Beneficiary	i.	Name	
		ii.	Area	
		iii.	Name of Bank	
		iv.	Bank Account No.	***
		v.	Department	**
2.	Beneficiary's Advising Bank, Branch and Address for Confirmation of BGs through SFMS	i.	Name of Bank	
		ii.	Bank Branch Name	***
		iii.	Branch Code	***
		iii.	Beneficiary Bank Branch IFSC	***
		iv.	Beneficiary Bank Address	***



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### **CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL** **ANNEXURE-V (BANK GUARANTEE FOR RELEASE OF RETENTION MONEY/BID SECURITY DEDUCTED @5% FROM RUNNING BILL IN LIEU OF RECEIVING PAYMENT AGAINST THE SECURITY DEPOSIT ACCRUED ANNUALLY BY PAYING THE RUNNING BILL AT 95%, i.e. THE RETENTION MONEY DEDUCTED @ 5% FROM RUNNING BILL)**

- \* Name of the Area/HQ, to which the NIT is concerned, is to be mentioned.
  - \*\* Name of Department of the Area/ HQ, to which the NIT is concerned, is to be mentioned
  - \*\*\*Details of Bank Account, IFSC Code, Bank Address of the Area/HQ to which the NIT is concerned, is to be mentioned
- 
- 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).



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL ANNEXURE-VI (MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT.)

#### ANNEXURE-VI

#### MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT.

1. Name of the Bidder: \_\_\_\_\_
2. Address of the Bidder: \_\_\_\_\_  
City \_\_\_\_\_ PIN Code \_\_\_\_\_  
E- Mail Id \_\_\_\_\_  
Permanent Account Number \_\_\_\_\_

#### 3. Particulars of Bank

Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
(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	Savings	Current	Cash Credit
Account Number (as appearing in the Cheque Book)			

#### 4. Date from which the mandate should be effective.

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information. I shall not hold Company responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through SBI Net / RTGS transfer. I agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank for such e-transfer shall be borne by us.

Place:

Date:

Signature of the Party / 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)



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### ANNEXURE-VII (PROFORMA FOR LETTER OF BID TO BE UPLOADED BY BIDDER DURING SUBMISSION OF BID ONLINE)

#### ANNEXURE-VII

#### PROFORMA FOR LETTER OF BID TO BE ACCEPTED UNCONDITIONALLY BY BIDDER DURING SUBMISSION OF BID ONLINE: (TO BE ACCEPTED THROUGH GTE)

#### FORMAT OF “Letter of Bid” (for Works & Services Tenders)

To,  
The Tender Inviting Authority.  
.....Coalfields Limited

Sub: Letter of Bid for the work “\_\_\_\_\_” (to be filled by the department)

Ref: 1. NIT No.: “\_\_\_\_\_” (to be filled by the department)  
2. Tender Id No.: “\_\_\_\_\_” (to be filled by the department)

Dear Sir,

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

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

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

I/We hereby confirm that this bid complies with the Bid validity, Bid Security and other documents as required by the Bidding documents.

If any information furnished by me/us towards eligibility criteria of this bid is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against CIL/Subsidiary.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and .....( To be filled up by Department) Coalfields Ltd.

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) Coalfields Ltd. shall, without prejudice to any other right or remedy, be at liberty to” cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period 12 months” OR to act as specified in the NIT.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL ANNEXURE-VIII (PROFORMA FOR UNDERTAKING TO BE ACCEPTED UNCONDITIONALLY BY BIDDER/S)

#### ANNEXURE-VIII

#### **PROFORMA FOR UNDERTAKING 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)**

##### FORMAT OF UNDERTAKING

We solemnly declare that:

1. I/We am/are submitting Bid for the work ..... against Tender id 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. I/We do not have relationship with any other participating Bidders, directly or through common third parties, that puts us in a position to have access to information about or influence on the bid of another Bidder, or
8. I/We or any of my/our affiliate has/have not participated as consultant in the preparation of the design or technical specification of the contract that is the subject of the bid.
9. Bid Security Declaration: If I/we withdraw or modify our bid during the period of validity, or if I/we are awarded the contract and I/we fail to sign the contract, or to submit a performance security before the deadline or any other default which attracts forfeiture of EMD (as prescribed in the existing manuals) as defined in the request for bids document, I/we will be banned for two years from being eligible to submit Bids in CIL and its subsidiaries. *(Applicable for tenders to be invited upto 31.12.2021)*
10. **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**





## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### ANNEXURE-VIII (PROFORMA FOR UNDERTAKING TO BE ACCEPTED UNCONDITIONALLY BY BIDDER/S)

**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.)

11. We hereby confirm that we shall deploy matching equipment, dumpers, tippers etc. of required capacity as per NIT either owned or through hiring.
12. 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 banning of our firm and all partners of the firm etc 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 NIT*



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL ANNEXURE-IX (PROFORMA FOR UNDERTAKING TO BE UPLOADED BY BIDDER/S (ON THEIR LETTER HEAD))

#### ANNEXURE-IX

**PROFORMA FOR UNDERTAKING TO BE UPLOADED BY BIDDER/S (ON THEIR LETTER HEAD) REGARDING RELATIVES AS EMPLOYEES OF COMPANY, ARBITRATION CLAUSE (IN CASE OF PARTNERSHIP FIRM/JV), LOCAL SUPPLIER STATUS OF THE BIDDER ETC.:**

#### **PROFORMA FOR UNDERTAKING**

**(To be uploaded by the Bidder on his Letter Head during submission of bid online)**

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 **Coal India Limited**.

**OR**

The details of relatives of Myself/Our Partners/Directors working as employee of Coal India Limited 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 / Stet-Sister.

2. \*I/We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.

**Or**

\*I/We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF / EPF authorities, if applicable. We shall make necessary payments as required under law.

**\* Delete whichever is not applicable.**

3. \*\* I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs.

**Or**

\*\*I / We .....have been banned by the organization named "....." for a period of..... year/s, effective from ..... to.....

**\*\* Delete whichever is not applicable.**

4. We,.....  
.....(Name of Partners of Partnership Firm/Joint Venture),  
partners of .....(Name of



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### ANNEXURE-IX (PROFORMA FOR UNDERTAKING TO BE UPLOADED BY BIDDER/S (ON THEIR LETTER HEAD))

Partnership Firm/Joint Venture) hereby consent to abide by the provisions of Clause 13 and 14 of General Terms and Conditions pertaining to arbitration.

#### **(Applicable in case of Partnership firm/Joint Venture)**

5. We certify that the works/services offered by us against the tender for the work "..... (Name of work)" against NIT No/Tender ID. .... 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)

\* 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.**

6. I / We, \_\_\_\_\_ Proprietor/ Partner / Legal Attorney /Director/ Accredited Representative of M/s\_\_\_\_\_, solemnly declare that Myself/Our Partners/Directors don't has/have any work in washing of Coal as washery operator and/or Transportation of coal to washery in \_\_\_\_\_Area of \_\_\_\_\_ Coalfields Limited.

7. 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 banning of our firm and all partners of the firm etc 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 NIT*



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### Section 7-Price Bid

#### SECTION-7 PRICE BID

The Bidder(s) will quote the percentage rate/Item rate against all the Items of Bill of Quantity as indicated in the NIT. The rate to be quoted will be exclusive of GST but inclusive of all other Taxes and duties as applicable on the last date of submission of Bid. GST is to be shown separately on the overall value of the work.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### Section-8 Letter of Acceptance (Specimen Copy)

#### SECTION-8

#### Letter of Acceptance

**(Specimen Copy-Subsidiary Company may modify suitably)**

To,

.....

This is to inform that your Bid dated \_\_\_\_\_ for execution of the .....  
(name of the contract and identification number, as given in the Notice Inviting  
Tender) for the contract Price of Rupees \_\_\_\_\_( \_\_\_\_\_ )  
(amount in words and figures ), is hereby accepted.

The time of completion for the work shall be ..... days / month which shall be  
counted from the expiry of 10(Ten) days from the issue of letter of acceptance/ work  
order or handing over site of work whichever is later.

However, the date of commencement may be decided with mutual consent with the  
Contractor on any date after issuance of Letter of Acceptance/Work Order or handing  
over the site of work prior to the date as prescribed above. The payment for the work  
done would be made only after execution of the agreement.

You are further advised to furnish Performance Security Deposit in the form as  
detailed in relevant Clause of Instruction to Bidders for an amount of Rs.  
..... within 21 days of issue of this letter of acceptance and sign the contract  
failing which actions as stated in Clause No. 14.5 / 26 of Instruction to Bidders will be  
taken.

.....



# COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

## CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

### Section-9 Work Order

#### SECTION-9 WORK ORDER

**(Specimen Copy-Subsidiary Company may modify suitably)**

..... COALFIELDS LTD  
(A Subsidiary of Coal India Limited)  
Office of the Area General Manager  
Address.....

Ref. No.

Date:

To

M/s .....

Dear Sirs,

Sub: Name of the Work as NIT.

Ref: - 1. e-Tender Notice No.

Pursuant to the Tender Notice No. .... dated ..... Tenders were invited for the above-mentioned work and were opened online on..... and you had submitted a tender/offer in response to the aforesaid Tender Notice as per the terms and conditions stipulated for submission of such tenders which form part of this Work Order.

2. The management of ..... Coalfields Ltd. having decided to award the work in your favour, the work is awarded to you for a period of ..... year (s) commencing from ..... (date) on the following terms and conditions:

3. Work Description : .....

Quantity of .....  
at the following rates :

Items of Work	Quantity	Rate per M.T./ Cu.m./unit	Rs.
(i) .....	.....	.....	.....
(ii) .....	.....	.....	.....
(iii) .....	.....	.....	.....
and so on			

TOTAL .....

4. Minimum quantity to be handled shall be ..... M.T./ Cu.m. per day.

#### Security Deposit

5. Performance Security Deposit, Retention Money and Additional Performance Security if any. (As per relevant Clause of GTC)

#### Payment of Bills

6. You shall submit monthly running account bills supported with receipt challans for the measurement of work/ certified by the official authorized by the Company's purpose.

#### Standard Deductions

- 5% of the Running Account bill to be deducted till the recovery of 5% of the total value of the work order as Retention Money, (2<sup>nd</sup> Part of security deposit).
- 2% of the Running Account bill to be deducted towards income tax.





## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### Section-9 Work Order

- (c) Any other deduction as decided by Company.

#### Statutory Obligations - on Contractor's Account

7. Statutory obligations for engagement of contract labour (to be on Contractor's Account) are to be specified as under:
- (a) Maintenance of statutory records
  - (b) Payment of workmen's compensation
  - (c) Holding of license as required under statute
  - (d) Compliance with the provisions of safety regulations
  - (e) Provision of medicines/ medical facilities to workmen to be engaged by the Contractor.
  - (f) Payment of wages/ other benefits to workers as per HPC wages/ CIL Guidelines.

#### Penal Clauses/ Recovery of Damages

8. Penal Clauses/ recovery of damages are to be specified as under:
- (a) Any shortfall in the quantum of work as per Condition of Contract (Clause 6.2).
  - (b) Forfeiture of Security Deposit due to unsatisfactory performance / violations/ breach of terms of contract.
  - (c) Recovery of monetary loss/ damage to the Company arising out of any action on the part of the Contractor
  - (d) Any other items of special nature for a particular unit.

#### Maintenance of Private Roads other than P.W.D. Roads where Trucks/ Tipping Trucks to Ply

9. It is the responsibility of the Contractor

#### Change in Scope/ Nature of Work During Progress of Work

10. It shall be dealt as per relevant Clauses of the NIT (Deviation Clauses, Clauses related to extension of Time etc.)

#### Appointment of Sub-Contractor by Contractor

11. No sub-letting of the work as a whole by the Contractor is permissible. Prior permission is required to be taken from the principle employer for engagement of sub-Contractors in hiring equipment contract for part work / piece rated work.

The works contract may provide for the contractor to get specified works executed from subcontractors included in the pre-qualification application or later agreed to by the Procuring Entity, with a caveat that the responsibility for all sub-contact work rests with the prime contractor. Sub-contracting may be for specialized items of work. Procurement of material, hiring of equipment or engagement of labour will not mean sub-contracting. The total value of subcontracted work should not exceed the percentage of the contract price specified in the contract (say 25%). Sub-contracting by the contractor without the approval of the Procuring Entity shall be a breach of contract, unless explicitly permitted in the contract.

#### Termination/ Cessation of Work with Notice

12. The management reserves the right to terminate the work by giving notice by displaying such notice on the colliery/ Area notice board, without assigning any



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### Section-9 Work Order

reason. The measurement of the transportation in such eventuality be taken up to the date of such termination by the management.

13. The management reserves the right to terminate the contract under the following specific conditions/ circumstances:
- (a) Unsatisfactory performance of the contracted work
  - (b) Involvement in action causing breach of peace and discipline within the Company/area premises.
  - (c) Failure to comply with terms and conditions of the contract
  - (d) Moral turpitude
  - (e) Violation of the provisions under various laws and awards in force from time to time as are applicable to the work
  - (f) Any action on the part of the Contractor which in the opinion of the management is detrimental to the interest of the Company.

#### Production of Evidence for Payment of Government Dues Connected with the Work

14. The Contractor is to produce evidence of payment of government dues (e.g.toll taxes, royalty for sand) which he is under legal obligation to pay to state government or any other legal authority to the Company every month.

#### Escalation in the Rates

15. Escalation in the rates shall not be considered under any circumstances as the rates have been quoted and Finalized for a given period for which the contract is to remain in force.

#### Fleet Strength

16. The Contractor shall submit to the Area General Manager concerned before commencement of the work, a list of trucks/ tipping trucks to be deployed for the work with respective registration marks and the names and addresses of the owners of vehicles not owned by the Contractor. Any change in the list furnished during progress of work shall be intimated immediately to the concerned Area General Manager.

#### Contractor's Representation at Site

17. The Contractor shall depute his agent/ representative to be in charge of the work during the period of contract. The agent/ representative shall receive instruction on the Contractor's behalf, from the Area General Manager or any official authorized by him for the purpose.

18. The above terms and conditions are, however, subject to review by the Management and may be revised/ altered in the interest of the work as may be mutually agreed upon.

19. The work order is being issued to you in duplicate. Please return the duplicate copy duly signed on all pages, as a token of your acceptance.

Yours faithfully,

General Manager, Area

Copy To :



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### Section-9 Work Order

- 1) Concerned Technical Deptt.
- 2) General Manager CMC
- 3) Corporate Finance

#### NOTES :

- 1) Draft Work Order is only a specimen form content.
  - 2) Additional Clauses e.g. Penal Clauses/ recovery of damages, termination Clauses, etc. may be inserted according to the requirement in a particular case.
- ( \* \* This specimen Work Order is also applicable for Over burden/ Shale/ Extraneous material etc.. with appropriate modification mainly in the Description/ Details of work.)



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### Section-10 (Agreement)

#### SECTION-10

#### Agreement

#### **(Specimen Copy-Subsidiary Company may modify suitably)**

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

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement, works and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of the defects wherein the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (i) Letter of Acceptance;
  - (ii) Notice to proceed with the work;
  - (iii) Contractor's Bid
  - (iv) Conditions of Contract
  - (v) Specifications
  - (vi) Drawings
  - (vii) Bill of Quantities and
  - (viii) Scope of work and Conditions of Contract
  - (ix) Integrity Pact
  - (x) Any other document listed in the bid document/ Contract as forming part of the contract

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



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### Section-10 (Agreement)

The Common Seal of \_\_\_\_\_

was hereunto affixed in the presence of : \_\_\_\_\_

Signed, Sealed and Delivered by the said \_\_\_\_\_

\_\_\_\_\_

in the presence of : \_\_\_\_\_

Binding Signature of Employer \_\_\_\_\_

Binding Signature of the Contractor

Signature of Witness  
(Name , address & Date)



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### Section-11 GENERAL GUIDELINES FOR HIRING WORKS/CONTRACT

### SECTION-11 GENERAL GUIDELINES FOR HIRING WORKS/CONTRACT

#### **PREPARATION OF ESTIMATES.**

Deployment of equipment through hiring for removal of OB/extraction of coal require decision making at different stages of Planning, Tendering & Execution. Related proposals be built up through following stages: -

Preparation of Draft Proposal / Scheme.

Before commencement of any work, a draft scheme/outline may be prepared with brief scope of the work, proposed boundary limit, and probable return. These may be prepared either on a pro-rata basis based on similar works in the past or on "Thumb Rule" basis. This exercise is carried out for budgeting purpose and appraisal of Competent Authority.

Detailed Planning.

Once an administrative approval/decision for a work have been obtained/taken the next step consists of detailed Planning and Estimation.

Such a detailed planning and estimate requires in depth information of site, land availability, information on necessary statutory clearances, soil report, bore hole report, report on strata and their spread, availability of fault lines, geo-mining condition, information on rehabilitation, forest clearance etc.

The planner has to work out / collect in detail all information and also location of suitable dump and its coverage area i.e. Size, height etc.

Once the detailed drawings covering location of working and dumping localities and bore hole data are available item specifications and quantities involved can be finalized /estimated.

Unit cost of such specified items can be obtained from: -

- i) Schedule of rates (if available)
- ii) Analysis of rate based on market rate of consumables, labour, materials, cost of equipment, interest, depreciation etc. inclusive of profit and overhead as 15%.
- iii) Items of similar nature from awarded works of equivalent magnitude, locations and specifications. Preferably an average rate for past few works (if available) be considered.
- iv) Any suitable mode decided through in-house consultations.  
Such detailed estimate be prepared by respective area, in consultation with Regional Institute (CMPDIL) and office of the GM(Plg) Hq.. Subsidiaries may follow its own system for preparation of estimates.





## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### Section-11 GENERAL GUIDELINES FOR HIRING WORKS/CONTRACT

Such cost estimate shall cover scope of work, detailed specification of item of work, proposed equipment (indicating minimum capacity and number), drawings, availability of land, geo-mining data and proposed period of completion.

Estimates shall preferably be prepared and scrutinized in the following manner: -

- i) Prepared by Area in consultation with CMPDIL, if available.
- ii) Scrutinized at Hq. by appropriate mining department.
- iii) Routed for approval through office of GM(CMC).
- iv) Concurred by Finance.
- v) Approved by approving authority as already explained at contact identification, preparation and compilation of bid document.

**NOTE:** - subsidiaries may follow suitable system developed as per in house decision. Estimate after due concurrence and approval of Competent Authority shall be sent to Contract Management Cell for open Bidding action. Competent Authority for the purpose shall be as already explained at contact identification, preparation and compilation of bid document.

Contract Management Cell shall take up open Bidding as per standard procedure already outlined at Compilation of Bid Document, Bid Opening and evaluation. However, subsidiaries may decide on its own about adopting Online Reverse Auctioning Process.

Contract Management Cell shall carry out progress monitoring, scrutiny of deviation estimates, revised estimates, grant of extension of time etc. for due approval of Competent Authority.

Based on approved estimates, CMC department shall invite Bids following approved guidelines, carry out evaluation and finalization. GM(CMC) shall be the Nodal officer for issuance of Notices, finalization of Bid, issuance of letter of acceptance. Entering into agreement, based on approval of Competent Authority shall lie with Area General manager or GM(CMC) as per decision of Subsidiary.

Technical Section attached to GM(CMC) shall prepare NIT, Bid document for approval of Competent Authority. Bid documents related to hiring, award of which requires approval of Board/CMD, shall be approved by Director Technical in charge of CMC Department, where Bid Document is as per provision of CMM. However, Bid Documents for specialized nature of work, requiring special condition beyond standard provision of manual shall require approval of approving authority.

For specialised/very high value works, it may be appropriate to adopt special technical parameters and conditions to attract competitive bidding. Under such situation to avoid amendment of bidding document after invitation of bid, it will be appropriate to prepare bid document after having Pre-NIT meeting. Before the Pre-NIT meeting a draft comprehensive bid document be prepared and hosted in website, which shall be Pre-



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### Section-11 GENERAL GUIDELINES FOR HIRING WORKS/CONTRACT

bid document. Based on comments received on this document at Pre-NIT meeting, final bid document be prepared. This final bid document, if at variance from provisions of CMM, shall have Competent Approval.

Alternatively, two stage bidding may be considered in which case, price bids are received in second stage after finalization of technical parameters and scope of works. Technical Section attached to the office of GM (CMC) shall prepare Comparative Statement, evaluate Bid price and its reasonableness and assist Bid Committee. CMC Department may seek assistance of other department/technical department in assessing reasonableness of rates.

The Tender Committee examines the comparative statement prepared by the technical section and wherever necessary also examines the original Bid document to satisfy itself that all aspects / conditions of each offer has been properly evaluated with respect to the financial implications etc. and truly brought out in the comparative statement. The Bids without earnest money are rejected unless they are exempted otherwise.

The deviations from the commercial terms and conditions and the Bid specification are scrutinized before opening the price bid. Normally no deviations in the commercial terms and conditions indicated in the Bid document are to be accepted.

However, the Bid committee may decide to scrutinize the different conditions given by the Bidders and formulate and freeze the acceptable conditions and intimate all the Bidders about the same but without giving them any opportunity to revise their price bid.

#### **EVALUATION REPORT:**

The Evaluation Report will be prepared by the Tender committee as approved for such Bids. It will evaluate bids only on the basis of set criteria stated in the bid document. It will not, nor will it be compelled to change the criteria, after the price bids have been opened. No document presented by the Bidder after the closing date and time of the bid, will be taken into consideration by the evaluation committee unless it has been sought through written clarification by the department and such clarifications shall not have any financial bearing. Such clarifications shall be on bid documents originally submitted.

If a Bidder offers a rebate unilaterally after the closing date and time of the bid, it will not be taken into account for evaluating purpose by the Bid Committee, but, if that Bidder emerges as the lowest evaluated, the rebate offered will be taken into account by the tender committee in its recommendation and while awarding the contract. The Bid Committee's report will be self-contained, clear, unambiguous and shall cover all aspects of the bidding process. In case of unbalanced bid suitable clarification from Bidder may be obtained to protect interest of Company, if felt required. If any additional security is recommended due to abnormally low bid prices, the same also be brought into the recommendation.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### Section-11 GENERAL GUIDELINES FOR HIRING WORKS/CONTRACT

The Bid committee submits final recommendations in detail along with minutes of the negotiations /clarifications / complaints, if any and decision of the Bid committee at each stage.

The Bid Committee recommendations with the supporting documents are sent for approval of the Competent Authority through Associate finance.

#### **ACCEPTANCE OF OFFER.**

Acceptance of offer shall be from the Tender Accepting Authority (TAA) having delegation of power to accept recommended value of award.

There are occasions where in response to call for Bid, only single Bid or single valid bid is received. The powers of accepting such single Bid shall be as per delegation of power of the accepting authority.

**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 retenders; secondly the delay in executing 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.

Letter of Acceptance, is an acceptance of offer by the Company. But the Bidder should acknowledge the receipt of order within 7 days of receipt of work order and any delay in acknowledging the receipt would be treated as a breach of contract and compensation for the loss caused by such breach will be declared by the Company by forfeiting EMD/Bid Security.

#### **ENTERING INTO AGREEMENT.**

The Agreement based on accepted offer and Letter of Acceptance be executed by GM(CMC) / GM of Area / Project, where the work is to be executed, as per decision of respective Subsidiary. Such entering into agreement shall be subjected to incorporation of all provisions of acceptance, submission of security, work programme, submission of statutory documents etc.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - *HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL*

#### Section-11 GENERAL GUIDELINES FOR HIRING WORKS/CONTRACT

#### **COMMENCEMENT OF WORK.**

The Contractor is asked to commence the work within 30 days from issue of acceptance of offer or 7(seven) days after handing over of site whichever is later. The Contractor is also asked to sign the agreement within the said time limit. However, in the interest of work and also for saving time the Contractor may be allowed to start work before 30 days, but execution of agreement shall be within the 30 days period allowed after acceptance of the Bid. Failure to execute the agreement within 30 days' time allowed or any extended time allowed on the written request of the Bidder, will be considered as just cause for cancellation of the award and forfeiture of his earnest money.

#### **HANDING OVER THE SITE.**

Availability of clear site shall normally be ensured before issue of Bid notice. After issue of work order or the Bid acceptance letter to the Contractor communication shall be sent to the Contractor in writing stating the date of handing over of clear site of work or first phase of handing over of site requiring him to start the work forthwith. Full site may be handed over in phases.

#### **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 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.

#### **PROJECT MANAGEMENT:**

- a) 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.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### Section-11 GENERAL GUIDELINES FOR HIRING WORKS/CONTRACT

- b) 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.
- c) Wherever applicable, the role of the Project Management Consultant (PMC) 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.
- d) The credentials and deployment schedule of key and other technical personnel to be engaged by PMC 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.
- e) 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.
- f) 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.

#### INCREASED OR DECREASED QUANTITIES.

In any running work, modification of original plans to suit ground realities becomes often necessary. These modifications in turn affect the original schedule of quantities appended to the agreement.

The right is reserved by the department at any time during which the contract is in force, to make such alterations, in the plans or the quantities of the work as may be necessary. Such alteration shall be ordered in writing. Further, the quantities of any items of work may vary from the quantities indicated in the schedule of work due to



## **COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022**

### **CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL**

#### **Section-11 GENERAL GUIDELINES FOR HIRING WORKS/CONTRACT**

unforeseen or other conditions. Alterations in quantities shall not be considered as a change in the conditions of the contract nor invalidate any of the provision thereof.

However, such deviation in quantities, and payment for excess work/Extra work, shall be dealt as per provisions of general Conditions of Contract (refer Clause 8) and also Para. 12 related to "Issue of LOA and Signing of Agreement".

#### **EXTENSION OF TIME**

Completion of works after scheduled completion period may require Competent approval for Extension of Time. Such Extension of Time in all cases shall be granted by Approving Authority. In case Board or Empowered Committee or FDs of CIL/Subsidiary or CMD is tender accepting authority, then the approval of CMD of CIL/Subsidiary is to be obtained and if the TAA is below CMD level then approval of TAA shall be obtained.

#### **CLOSURE OF CONTRACT.**

Closure of contract may be done under following circumstances: -

- i) On execution of the work as per agreement or within the agreemental provision (value-wise) and within the stipulated time period or the extended time period (extended time period to be approved from Competent Authority).
- ii) Closure of contract can be done on complete execution of awarded/available quantity of coal. However, it shall be ensured that mining has been done as per good industry practice.





## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### Section-12 GUIDELINES FOR BANNING OF BUSINESS.

### SECTION-12 GUIDELINES FOR BANNING OF BUSINESS.

CIL and its Subsidiary Companies shall follow the following guidelines for effecting 'Banning of Business' with a contracting entity in respect of Works and Services Contracts.

1. Observance of Principle of Natural Justice before banning the business dealings with any contracting entity.
2. The contracting entity may be banned in the following circumstances: -
  - i) If Bidder backs out after notification of opening of price bid and if that Bidder is found to be L-1.
  - ii) If L-1 Bidder fails to submit PSD and APSD, 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 banned from future participation in tenders keeping his present contract alive.
    - b. On termination of contract.
  - vi) Wilful suppression of facts or furnishing of wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means. (In this case the banning shall be for a minimum period of 05 (Five) years.
  - 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 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.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### Section-12 GUIDELINES FOR BANNING OF BUSINESS.

- xiii) Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.
3. Such 'Banning of Business', if and when effected, shall be with prospective effect only. The effect of 'Banning of Business' shall be for future tenders from the date of issue of such Order. However, if any contracting entity is banned after online notification of opening of Price Bid, such a ban will not be effective for that work.
  4. The banning 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, banning shall be for CIL HQ. However, if such 'Banning of Business' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required.
  5. Once a contracting entity is banned, it shall be extended to the constituents of that entity, all partners in case of Joint Venture, all the partners in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm and all the Directors in case of Limited Company. If such banned owner/Proprietor/ Partner/Director make/form different Firms/entity and attempts to participate in tenders, the same will not be entertained during the currency of such banning.
  6. The above 'Banning of Business' shall be in addition to other penal provisions of NIT/Contract document.
  7. **Approving Authority:** The 'Banning of Business' 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 Empowered Committee or CFDs or CMD of CIL/Subsidiary Company, then the Competent Authority for banning 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 banning shall be Director of CIL/Subsidiary Company.
  8. Appellate Authority shall be one Rank higher than the Competent Authority meant for 'Banning of Business'. In case the banning is done with the approval of CMD of the Subsidiary Company then Chairman, CIL shall be the Appellate authority.
  9. Any change on the above may be done with approval of CFDs of CIL.
  10. All the orders of banning or orders passed in appeal shall be marked to GM(CMC) / Civil / concerned HODs of CIL/Subsidiary Company. Further, all such orders will be uploaded in Coal India site as well website of the Subsidiary Company.
  11. Efforts shall be made by the concerned Department so that such order is linked to e-tender portal of Coal India Limited.



# COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

## CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

### ANNEXURE-X Notice Inviting Tender (Specimen Copy)

#### ANNEXURE-X NOTICE INVITING TENDER

(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):

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)

Note: \* Average quantity per day is \_\_\_\_\_

\*\*The estimate is prepared at a base diesel price of Rs. \_\_\_\_\_ etc. and including GST@\_\_\_\_\_.

The details of the tender will be mirrored in the Central Public Procurement Portal <http://eprocure.gov.in> of Govt. of India.

#### 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		
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



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### ANNEXURE-X Notice Inviting Tender (Specimen Copy)

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.

### **3. Earnest Money (EMD):**

Rs.....(1.25 % of the annualized value of estimated cost/estimated cost whichever is less, 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 Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) will be exempted from the payment of Earnest Money.

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



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### ANNEXURE-X Notice Inviting Tender (Specimen Copy)

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 Bidders:**

1. The Invitation for Bid is open to all Bidders including an Individual, Proprietorship firm, Partnership firm, Company registered under Companies Act or Joint Ventures (JV). The Bidders shall be eligible to participate only if they fulfill the qualifying/eligibility criteria specified in NIT.
2. Joint Venture (JV): Two or three Companies/Contractors may jointly undertake contract/contracts. Each entity will be jointly and severally responsible for completing the task as per the contract.

Joint Venture 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%)

Joint Venture must comply the following requirements:

- i. The qualifying criteria parameter e.g. experience, financial resources (of the relevant period) and the equipment/fleet strength of the individual member of the JV will be added together and the total criteria should not be less than as spelt out in qualifying/eligibility criteria as specified in e-tender Notice. However, the required Working Capital shall be met by individual members of JV as spelt out in the relevant Clause.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### ANNEXURE-X Notice Inviting Tender (Specimen Copy)

- ii. The formation of JV or change in the JV character/ members after submission of the bid and any change in the bidding regarding JV will not be permitted.
- iii. The bid, and in case of a successful bid - the Agreement, shall be signed so as to legally bind all 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. In case of dissolution of a JV, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
- v. The bid submission must include documentary evidence to the relationship between JV members in the form of JV Agreement to legally bind all members jointly and severally for the proposed Agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the JV. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.
- vi. One of the members shall be nominated as 'In-charge' of the contract and shall be designated as Lead Member. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the members.
- 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. The contract agreement should be signed by each JV members. Subsequent declarations/letters/documents shall be signed by Lead Member authorized to sign on behalf of the JV or authorized signatory on behalf of JV.
- ix. The bid should be digitally signed by a person authorized by all the members of the JV.
- x. An entity can be a member in only one JV. Bid submitted by JVs including the same entity as member will be rejected.
- xi. The JV Agreement may specify the share of each individual member for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to that extent to individual member for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.





## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### ANNEXURE-X Notice Inviting Tender (Specimen Copy)

- xii. The JV agreement must specifically state that it is valid for the project for which bidding is done. 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.
- xiii. JV Agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.  
Note: If the work is awarded to a JV firm, they will register the JV Agreement under Registration Act in accordance with law.
- xiv. JV shall open a bank account in the name of JV and all payments due to the JV shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN, GST registration etc. shall be submitted by JV before making any payment.
- xv. The JV must enroll in the e-Procurement portal with the name of the firm as appearing in the JV agreement.
- xvi. If a Bidder participates as Joint Venture (JV), the benefits as per Public Procurement Policy for MSEs Order-2012 shall not be applicable for them.
3. Procurement from Micro and Small Enterprises (MSEs) shall be applicable for Service Tenders in accordance to the notification of Govt. of India and including its amendment(s) as notified by Gol from time to time.
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.

### **8. Eligibility Criteria to qualify for the award of contract and data/supporting documents to be uploaded online.**

#### **8.1 Eligibility criteria to qualify for award of the contract –**

- a. Work Experience :** The Bidder must have experience of works (includes completed/ ongoing) of similar nature valuing 50 % of the Annualized estimated value of the work put to tender ( for period of completion over 1 year) / 50 % of the Estimated value of the work (for completion period up to one year ) put to Tender, in any year (consecutive 365 days) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.

Similar nature of works shall mean: Excavation & transportation of soil/overburden/shale/minerals etc. by mechanized means or Extraction of coal by mechanized means. However, works of similar nature may be suitably defined by respective Subsidiaries based on its own necessity.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### ANNEXURE-X Notice Inviting Tender (Specimen Copy)

Works of similar nature may be suitably defined by respective Subsidiaries based on its own necessity.

“Annualised value” of the work shall be calculated as the “(Estimated value/Period of completion in Days) x 365”.

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

Note: The definition of Similar Work to be given in the NIT 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 with respect to “Similar nature of work” defined in the NIT.

[In case of JV, Work Experience shall be met collectively by all the members.]

#### **Information to be furnished online:**

- I. Start date of the year for which work experience of Bidder is to be considered for eligibility.
- II. Start date & end date of each qualifying experience (similar nature).
- III. Work Order Number/Agreement Number of each experience
- IV. Name & address of Employer/Work Order Issuing authority of each experience
- V. Percentage (%) share of each experience (100% in case of an Individual/Proprietorship firm or the actual % of share in case of a Joint Venture/Partnership firm).
- VI. Executed Value of work against each experience
- VII. In case the Bidder is a Joint Venture, the work experience of any one, two or three of the individual partners of JV or the JV itself may be furnished as the work experience of the Bidder.

#### **Note:**

Work experience criteria is not required for tender value below Rs.50 Lakh unless otherwise specified in the NIT.

#### **Supporting Documents to be uploaded online:**

For work experience Bidders are required to submit Work Experience (includes completed / ongoing) Certificate issued by the employer against the Experience of similar work containing all the information as sought on-line.

Work order, BOQ, TDS etc. may be sought during clarification or along with deficient documents.

- b. Working Capital:** Evidence of possessing adequate working capital (at least 20% of the “Annualized value or Estimated value whichever is less” of this work) inclusive of access to lines of credit and availability of other financial



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### ANNEXURE-X Notice Inviting Tender (Specimen Copy)

resources to meet the requirement. The Bidder should possess the working capital within three months prior to the date of opening of tender.

[In case of JV, the lead member shall have to possess at least 50% share and all other members shall have to possess at least 25% share in the Working Capital].

#### **Information to be furnished online:**

- i. Amount of available working capital inclusive of lines of credit and availability of other financial resources.
- ii. Date on which the Bidder possesses the required working capital.
- iii. Name of the Chartered Accountant (CA).
- iv. Membership Number of CA who certifies the Bidder's working capital on a particular date.
- v. Date of Issue of Certificate.

In case the Bidder is a Joint Venture, the working capital of the individual members of the JV will be added together.

#### **Note:**

Working Capital criteria is not required for tender below Rs.50 Lakh.

#### **Supporting Documents to be uploaded online:**

Certificate with UDIN of Working Capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by Bidder online.

- c. Fleet Requirement:** The Bidder is required to accept unconditionally in GTE (General Technical Evaluation) as an undertaking in the prescribed format to deploy matching equipment/tippers/pay loaders as per NIT either owned or hired.

#### **Information to be furnished online:**

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

- d. PAN Card:** PAN card issued by Income Tax department, Govt. of India (In case of JV, PAN card for each Indian partner of JV and Verifiable Tax Residency Certificate of respective country for each foreign partner or JV itself).

#### **Information to be furnished online:**

In respect of the above eligibility criteria the Bidders are required to furnish the confirmation of possessing the Permanent Account Number (PAN), in the form of Yes/No.

#### **Supporting Documents to be uploaded online (in BIDDER SPACE / MY DOCUMENT):**

PAN card issued by Income Tax department, Govt. of India.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### ANNEXURE-X Notice Inviting Tender (Specimen Copy)

Note: In case of JV, each Indian member of JV should possess PAN and each foreign member should possess Verifiable Tax Residency Certificate of respective country or JV itself should possess PAN.

**e. GST Registration** (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 during bid submission as per above.

#### **Information to be furnished online:**

1. Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT with respect to GST status of the Bidder.
2. Status of the Bidder in the BOQ excel sheet being uploaded by the Bidder during bid submission as per above.

#### **Supporting Documents to be uploaded online (in BIDDER SPACE / MY DOCUMENT):**

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

- a) Status: GST registered Bidder under regular scheme  
Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.
- b) Status: GST registered Bidder under composition scheme.  
Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.
- c) 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.

[In case of JV, a Certificate with UDIN from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV w.r.to GST in compliance with relevant GST rules or GST Registration Certificate of JV].

**Note:** - If turnover of Bidder exceeds exemption limit, the Bidder must have GST registration as per GST Act and rules.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### ANNEXURE-X Notice Inviting Tender (Specimen Copy)

- f. Legal Status of the Bidder:** The Bidder should be Individual/ Proprietorship firm/ Partnership firm/ Company registered under Companies Act/Joint Venture.

**Supporting Documents to be uploaded online (in BIDDER SPACE / MY DOCUMENT):**

1. Affidavit or any other document to prove Proprietorship/Individual status of the Bidder.
2. Partnership deed containing name of partners.
3. Memorandum & Article of Association with certificate of incorporation containing name of Bidder.
  - i) Joint Venture agreement as per the format given in the bid document.
  - ii) Power of Attorney to the Lead partner.
  - iii) The document(s) regarding legal status of all the individual partners of JV as mentioned in Sl. No.1 or 2 or 3 above, as applicable and
  - iv) Authorization to all the signatories of JV agreement by the respective partners of JV either in the form of Power of Attorney or any sort of legally acceptable document as applicable.

- g. Digital Signature Certificate (DSC):** The Bidders have to get themselves registered online on the e-Procurement portal of CIL (<https://coalindiaticenders.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 up to 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.

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.

- h. Written Consent regarding Arbitration:** Written Consent regarding Arbitration on the Bidder's Letter Head as per the format given in the bid document.

**Note:**

- a) In case of Proprietorship firm or Limited Company, this document is digitally signed by the DSC holder authorized by the Bidder in case of Proprietorship or Director(s) Managing Director of Limited Company in case of Limited Company. Hence no physical signature is required.
- b) In case of Partnership firm/Joint Venture (JV), this document is to be signed by all the partners of the partnership firm/Joint Venture (JV).



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - *HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL*

#### ANNEXURE-X Notice Inviting Tender (Specimen Copy)

- i. 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.
- j. **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) 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.
- k. **Undertaking:** An undertaking is to be given on Bidder's letter head online as per the format given in the bid document.
- l. The MSEs are required to submit copy of documentary evidence, issued by their registering authority whether they are small enterprise or micro enterprise as per provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 with latest guidelines/clarifications provided by MoMSME.
- m. **Purchase Preference under 'Make in India' Policy for "Local supplier".**

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

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

**In terms with the above said policy, Class-I local suppliers and Class-II local suppliers shall be eligible to bid.**

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

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





## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### ANNEXURE-X Notice Inviting Tender (Specimen Copy)

- B. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%, as defined under said order.
- C. 'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20% as defined under said order
- D. '*Local Content*' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- E. 'Margin of Purchase Preference' means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference is 20%.

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

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

**Note:-**

- 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 in Undertaking as per format.
- b) If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate 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.

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

- 8.2 Even though the Bidders meet the above eligibility 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.
- 8.3 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.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### ANNEXURE-X Notice Inviting Tender (Specimen Copy)

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.

8.4 Sub-Contractors experience and resources will not be taken into account in determining the Bidder's compliance with eligibility criteria.

#### **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



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL ANNEXURE-X Notice Inviting Tender (Specimen Copy)

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 120 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. 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 entirety, at its sole discretion.

13. 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 shall be issued on our website .....only. No separate notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.

14. 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.

15. The Bidder is required to sign the pre-contract integrity pact as per proforma given in the Bid. (Applicable on Estimated cost for bids as specified by CIL 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\_\_\_\_\_.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### ANNEXURE-XI 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 (Principal Employer as applicable) should contain the following important parameters in line with the information furnished by the bidder online:

1. Name of Work: (Should be as per the Similar Nature of Work and should be matching with the Name of work mentioned in Work Order or Agreement).
2. Work Experience Certificate Reference No.: (should contain Reference No. and issuing date.)
3. Work Order Ref Number: (Work Order Reference Number should be clearly mentioned).
4. Agreement Ref Number: (Agreement Reference Number should be clearly mentioned) (As applicable).
5. Name of Contractor: (In case of a JV, Share of each JV Partner).
6. Name & Address of Employer/Work Order Issuing authority of experience.
7. Start Date & End Date of Qualifying Experience: (Should be maximum consecutive 365 days and should be within the period [1 year (consecutive 365 days)] declared online for consideration of eligibility).
8. Executed Value of Work: (Should be for the period as declared online)

#### NOTE:

1. For eligibility Total Amount of Work Experience (adding all the Experience Value during the consecutive 365 days declared online) should be at least 50% of the Annualized value or estimated value whichever is less.
2. In case of JV, above documents of partner(s) shall be submitted and Work Experience shall be met collectively by all the partner/ members.



## COAL INDIA LIMITED - CONTRACT MANAGEMENT MANUAL - 2022

### CHAPTER 6 - HIRING OF EQUIPMENT FOR REMOVAL OF OVERBURDEN & EXTRACTION OF COAL

#### ANNEXURE-XII SAMPLE CHECKLIST OF WORKING CAPITAL CERTIFICATE

THIS IS A SAMPLE CHECKLIST FOR WORKING CAPITAL CERTIFICATE. (FOR REFERENCE PURPOSE ONLY).

The Working Capital Certificate issued by CA should contain the following important parameters in line with the information furnished by the bidder online:

1. Name of Bidder:
2. Amount of Available Working Capital inclusive of lines of credit and availability of other financial resources:

Sl No.	Particulars	Value in Rs.
(1)	(2)	(3)
1	Current Asset (CA)	
2	Current Liability (CL)	
3	Working Capital (1-2)	
4	Access to lines of credit and availability of other financial resources	
5	Working Capital inclusive of Access to lines of credit and availability of other financial resources (3+4)	

Note: For eligibility Amount should be at least 20% of the Annualized value or Estimated value whichever is less.

3. Date on which bidder possess working capital: (Should be within 3 months prior to the date of opening of tender).
4. Name of Chartered Accountant (CA) with Membership No.:
5. Date of issue of Certificate: (Should be within 3 months prior to the date of opening of tender).
6. Certificate should be issued by Practicing CA (having Membership No.) containing UDIN No.

#### NOTE:

1. Access to line of Credit and availability of other financial resources shall imply the Net availability of Funds\* towards Working Capital, as on the date on which bidder possesses working capital.

\* The net availability of funds is the availability of unutilized fund.

2. In case of JV Bidder needs to submit the Working Capital Certificate of individual Partners and the requirement of Working Capital shall be met as per following proportion:
  - i. The lead member shall have to possess at least 50% share in the required Working Capital in order to qualify in this tender.
  - ii. All other members shall have to possess at least 25% share in the required Working Capital, in order to qualify in this tender.