SCOPE OF WORK/BILL OF QUANTITY[1]

Ref. No. [*******] **Dated [*******]**

1. Tenders are invited online (Two-Part System) on the website https://gem.gov.in from the eligible Bidders. The registration should be in the name of bidder for Individual/ Proprietorship firm/ Partnership firm/ Limited Liability Partnership/ Company registered under Companies Act/Joint Venture or any other legal entity. Whereas for participation of Joint Venture through GeM portal, the registration shall be in the name of the Lead Member and the submitted documents in the bid against eligibility shall be as per eligibility criteria laid down in the Bid Document. The bid should be either physically signed or digitally signed by the bidder or his Authorized representative.

Description of Work/Service	Estimated Cost Value including GST	EMD/ Bid Security	Production Period
Winning coal without blasting from the [name of district(s)] in [name of the colliery/ underground mine] of [name of the CIL subsidiary] by deploying [******] sets of [Standard Height Continuous Miner Packages (SHCM)/ Low Height Continuous Miner Packages (LHCM)]/ Similar Equipment with continuous cutting technology on hiring basis inclusive of: a) Scientific study for obtaining DGMS permission for the introduction of Continuous Miner Packages / Similar Equipment with Continuous Cutting Technology in the above mines and strata monitoring as required by	[********]	Rs. 50.00 Lakh (Rs. Fifty Lakh Only)	[*** Accounting Years***] [*****Days][2]

[1] ***Instructions for project-specific customization***

Note 1*: Serially numbered footnotes in this tender document are for guidance of the Authority and should be omitted from the model tender document forming part of the bidding Documents.*

Note 2*: All project-specific provisions in this tender document have been enclosed in square parenthesis and should be modified appropriately or omitted, as necessary, before issuing/uploading this tender document for online bidding by Bidders. The values or particulars specified within square brackets are only for guidance of the Authority while customizing this tender document for a specific project.*

Note 3*: The asterisks in this tender document should be substituted by project-specific particulars by the Authority before issuing and uploading this tender document for online bidding by Bidders.*

Note 4: *Footnotes marked in non-numerical characters (for ex: €) are to be retained in this document. These footnotes are for guidance of the selected Bidders.*

[2] *The days should be calculated based on 330 days in an Accounting Year.*

DGMS. b) To support the roof suitably in accordance with approved SCAMP under Coal Mines Regulation (CMR), 2017. c) To extract coal of [****] Million tonnes within the Contract Period and as per Annual Production Programme given in **Annexure-XIV.**			

2. TIME SCHEDULE OF TENDER[3]:

- **Bid Start Date/Time:** [***Default To The Date/Time When Bid Is Published***]
- **Bid Duration:** [****] Days.
- **Bid End Date/Time:** [****] x 24 hrs from the Bid Start Date/Time.
- **Bid Opening Date/Time:** [***30 Min after Bid End Date & Time / Date & time mentioned in the GeM Bid Document***].
- **Seek Clarification/Representation:** As per GeM Portal.
- **Pre-Bid Meeting / Interaction:** As mentioned in GeM Bid Document (If applicable).

Note:

i. If number of bids received online is found to be less than 03 (three) on end date of bid submission then the following critical dates of the Tender will be extended (one time) automatically at the time of Bid submission end date as per GeM functionality for a period of 04 (four) days (24*4 hrs).

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

   If any of the above extended Dates falls on Sunday/Holiday i.e., a non-working day then the same is to be rescheduled to the next working day. This extension will be also applicable in case of receipt of zero bid.

ii. Bidders will have right to modify / withdraw their bids during extended period of submission of bids as per GeM Functionality.

[3] The bid submission will start from the date of e-publication of Bid Document on GeM Portal. For online submission of bid, the Bidders should get minimum 30 days (30x24 hours). In case of re-tendering, Bidders should get minimum 15 days (15x24 hours).

iii. After extension, as stated above the tender shall be opened irrespective of available No. of bids on the extended date of opening of tender.

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

v. The Authority reserves the right to issue corrigendum/addendum and it shall be binding on part of the Bidders.

vi. The Authority 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 without thereby incurring any liability towards the Bidder(s) (affected or otherwise) or any obligation to inform the affected Bidder(s) on the grounds of Authority's action.

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

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

ix. Execution of Work/Service by engagement of child labour is also prohibited.

x. The Bidders should submit bid for the whole Work/Service mentioned in the Scope of Work / Bill of Quantity.

xi. The successful Bidder will be expected to complete the Work/Service by the Intended Completion Date specified in the Scope of Work/Bill of Quantity.

xii. The Price-bids of the tenderers will have no condition. The Price-bids which are incomplete and not submitted as per relevant clause of ITB/GTC instructions/GeM GTC will be rejected.

xiii. It is Bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at Bidder's premises to access the GeM website. Under any circumstances, Authority shall not be liable to the Bidders for any direct/indirect loss or damage incurred by them arising out of incorrect use of the GeM bidding system or internet connectivity failures.

xiv. The Work/Service is not splitable/ divisible.

xv. **Procurement of Services through GeM for Services**

a. The guidelines issued by GoI from time to time through Notification/ Circular/ Office Memorandum will be followed for procurement through GeM, (only if mandated by GeM Portal), even if the same are either not specially indicated in the Bid Document or not in line with the provisions of CIL Model NIT for Continuous Miner.

b. The other provisions which are not mandated by GeM portal shall be guided as per respective Manuals/ Guidelines.

3. **Pre-bid Meeting/Interaction (If applicable)**:

The Pre-bid meeting will be held on [******* at ******* in the office of *******][4]. The purpose of the pre-bid meeting is to clarify the issues and to answer the questions on any matter related to Bid Document that may be raised at that stage. Non-attendance at the pre-bid meeting will not be a cause for disqualification of interested parties / prospective Bidder(s) and it shall be presumed that the interested parties / prospective Bidder(s) 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 GeM Portal at least 07 (seven) days before of the bid submission end date or extended bid submission end date. Corrigendum (if any) shall be uploaded on the portal which can be viewed by all interested parties/prospective Bidder(s). Authorised representatives of interested parties/prospective Bidder(s) only can attend the pre-bid meeting.

4. 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 Bid Document.

5. **Integrity Pact** *: Bidders are required to accept the integrity pact as available in the Bid document through Bid Submission Confirmation Sheet Provided in GeM Bid Document. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company/firm at time of execution of formal agreement. In case of JV, all Members shall sign at the time of agreement.

Name, address and contact Number of the Independent External Monitor (IEM) are as follows: -

Name	Address	Contact Number

Signature
(Tender Inviting Authority)

[4] Mention office name with scheduled date and time. If online pre-bid is organized, kindly attach the link for the same or upload the link through corrigendum in GeM Portal. The date of pre-bid conference shall be after 07 (seven) days to 21 (twenty one) days of issue of the Tender Document and should be specified therein. After the Pre-bid conference, Minutes of the Pre-bid conference shall be published on the GeM portal within seven days from the conference.

INSTRUCTION TO BIDDER

1. SCOPE OF BIDDER

1.1. The [**********] (referred to as Authority in these documents) invites bids for the Work/Service as mentioned in the Bid Document / Scope of Work/Service. The Bidders should submit bid for the whole Work/Service as mentioned in the Bid Document / Scope of Work/Service.

1.2. The successful Bidder will be expected to complete the Work/Service by the Intended Completion Date specified in the Bid Document.

2. ELIGIBLE BIDDERS

2.1. The invitation for bid is open to all Bidders including an Individual/ Proprietorship firm/ Partnership firm/ Limited Liability Partnership/ Company registered under Companies Act/ Joint Venture or any other legal entity. The Bidders shall be eligible to participate only if they fulfil the eligibility criteria specified in Bid Document/ Instruction to Bidders.

2.2. **Joint Venture (JV):** Two or three entities may jointly undertake contract(s). Each entity will be jointly and severally responsible for completing the task as per the contract.

[Note: Joint Ventures are eligible to participate in tenders, if the Estimated Cost Value put to tender is more than Rs. 100 Cr.]

<u>Joint Venture details:</u>

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 JV must enroll in the name of the Lead Member on behalf of JV for Bid submission on GeM Portal. However, the submitted documents in the bid against eligibility criteria shall be as per the eligibility criteria as spelt out in subsequent clauses of ITB of Bid Document.

ii. The bid shall be submitted with a copy of the JV Agreement providing the joint and several liabilities with respect to the Contract and the Agreement (in case of a successful bid), shall be signed by all the Members, so as to legally bind all Members jointly and severally. 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.

Note: *The Joint Venture agreement shall be as per format provided at* ***Annexure – II.***

iii. The pre-qualification of a JV does not necessarily pre-qualify any of its Member individually or as a Member in any other JV.

iv. 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.

v. Deleted

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

vii. The earnest money / bid security can be submitted by the Joint Venture or one or more Members of the Joint Venture.

viii. If JV breaks up midway before award of the Work/Service and during bid validity period, then the bid will be rejected. All the Members of the JV shall be debarred from participating in future bids for a minimum period of 12 (twelve) months, along with forfeiture of EMD.

ix. If JV breaks up midway after award of Work/Service during pendency of contract, in addition to normal penalties as per provision of bid document, the defaulting Member(s) of the JV shall be debarred from participating in future bids of the Authority for a minimum period of 12 (twelve) months.

[Note: If the remaining Members of the JV are willing to execute the service, then the Contract may be allowed to continue with the approval of the Authority]

x. JV shall open a bank account in the name of JV and all payments due to the JV shall be credited by Authority 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.

xi. If a Bidder participates as Joint Venture (JV), the benefits as per Public Procurement Policy for MSEs Order-2012 and amended time to time shall not be applicable for them.

2.3. 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.

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

3. ELIGIBILITY CRITERIA OF THE BIDDER

3.1. Eligibility criteria to qualify for award of the contract –

a) Bid Submission Confirmation (BSC) Sheet:

Bidders are required to submit all the required data / information in the Bid Submission Confirmation (BSC) Sheet in their respective places against each of the eligibility criteria laid down below and bid will be evaluated purely based on the data / information filled in the BSC Sheet and their corresponding documents in support of furnished data / information for qualification in the bid.

The scanned copy of documents will be evaluated against the data furnished in the Bid Submission Confirmation Sheet.

The Proforma of BSC Sheet has been provided at **Annexure – XVI** and bidder will be mandatorily required to fill the same in all respects relating to all the required data / input as per eligibility criteria of NIT. Thereafter, BSC Sheet in .pdf format (duly filled in) will be uploaded by the bidder, while submitting the bid.

Any Bid not accompanied by a BSC Sheet or not properly filled up or if BSC Sheet is found tampered, the Bid shall be considered as non-responsive and shall be rejected.

b) EMD/Bid Security:

i) The Bidder shall furnish, as part of his bid, a Bid Security/Earnest Money as deliberated below: -

Earnest Money/ Bid Security is Rs. 50 (fifty) Lakhs only.

The bidder must submit the EMD/Bid Security in Authority's designated account either through net-banking from designated Bank(s) or through NEFT/RTGS from any scheduled Bank(s), only. The details of which is as follows:

Name of beneficiary and details	Name	
	Bank A/C no. of beneficiary	[*********]
	IFSC Code	[*********]
Beneficiary's Bank, Branch and Address	Beneficiary's Bank	[*********]
	Branch and Address	[*********]

The Bidders will upload the proof of submission of EMD/Bid Security in the bid including transaction Id/Number/UTR.

In online payment of EMD/Bid Security, if the payment is made by the Bidder within the last date & time of bid submission but not received by the Authority within the last date of bid submission up to 24:00 hrs due to any reason then the bid will not be accepted. However, the EMD/Bid Security will be refunded back to the Bidder.

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.

Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the Contract. However, in case of two packet or two stage or two-part tendering, bid securities of unsuccessful bidders during first stage i.e., technical evaluation etc. should be returned preferably within 30 (thirty) days of declaration of result of first stage i.e., after opening of Price Bid etc (except the cases where EMD/Bid Security is to be forfeited).

ii) Any Bid not accompanied by an acceptable Bid Security/EMD shall be rejected by the Authority as nonresponsive unless otherwise exempted in the Bid document. In case of exemption of EMD/Bid Security, the scanned copy of document in support of exemption will have to be uploaded by the bidder during bid submission.

iii) The EMD/Bid Security of rejected Bidders will be refunded at any stage directly to the account from where it had been received / in the bank account as per bank mandate submitted during the bid (except the cases where EMD/Bid Security is to be forfeited).

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

v) The Bid Security/ EMD deposited with the Authority will not carry any interest.

vi) No claim from the Bidders will be entertained for non-receipt of the refund in any account other than the details provided in the Bank Mandate.

vii) Deleted

viii) In case the tender is cancelled then EMD/Bid Security of all the participating Bidders will be refunded unless it is forfeited by the Authority.

ix) Any prospective bidder has deposited the EMD but not submitted the bid or if any Bidder withdraws their bid online (i.e. before the end date & time of submission of tender/Bid) then the refund of EMD/Bid Security shall be done on case-to-case basis, after award of Work/Service, if the application is submitted along with acceptable supporting evidence and e-Mandate by the bidder(s).

[***Note:***

1) *Please refer relevant clause of GeM GTC for EMD/Bid Security Exemption.*

2) *Bidder to submit e-Mandate form of that account from where the EMD/Bid Security has been submitted for Electronic Fund Transfer / Internet Banking Payment, as provided in Bid Document.*

3) *Exemption to submit EMD/Bid Security shall apply as per GeM Portal functionality.*]

c) <u>Technical Qualification Requirement (TQR)</u>:

I. The Bidder shall be a manufacturer of Continuous Miner / Similar Equipment with Continuous Cutting Technology. Furthermore, the equipment (01 no) manufactured by the manufacturing organization must have successfully produced at least [*0.32/0.48 million tonnes]*[5] of coal from underground mines during any period of 1 (one) year (consecutive 365 days) in the preceding 7 (seven) years ending on the last day of the [*specify month previous to the month in which Bids are invited]*

OR

II. The bidder must have a legally binding agreement with a manufacturing organization or his authorized agent / dealer (provided such authorized agent / dealer has such delegation of power on behalf of the Manufacturer to do so), which have successfully manufactured and supplied Continuous Miner / Similar Equipment with Continuous Cutting Technology. Furthermore, the equipment (01 no) manufactured by the manufacturing organization must have

[5] 0.32 million tonne will be applicable for projects proposed with Low Height Continuous Miner (LHCM) and 0.48 million tonne will be applicable for projects proposed with Standard Height Continuous Miner (SHCM).

successfully produced at least [*0.32/0.48 million tonnes]*[6] of coal from underground mines during any period of 1 (one) year (consecutive 365 days) in the preceding 7 (seven) years ending on the last day of the *[specify month previous to the month in which Bids are invited*], and the agreement must clearly confirm that the bidder would have all the support and services from the said organization or its authorized agent / dealer upto the period/ tenure of this Contract.

However if a Bidder (s) opts to participate in the bidding process through legally binding agreement as above, they shall execute the Joint Venture Agreement comprising the Bidder and the manufacturer or its authorized agent/ dealer as JV Members, in the format prescribed under **Annexure II.** All the provisions in respect of Joint venture under the instant tender shall be applicable to them.

OR

III. The bidder or any Member of the Joint Venture must have extracted at least [*0.32/0.48 million tonnes]*[7] of coal from underground mines during any period of 1 (one) year (consecutive 365 days) using 01 (one) Continuous Miner / Similar Equipment with Continuous Cutting Technology in the preceding 7 (seven) years ending on the last day of the [*specify month previous to the month in which Bids are invited*].

<u>Information to be furnished in Bid Submission Confirmation Sheet :</u>

Confirmation regarding possession of required document regarding as per eligibility in the form of Yes/ No.

<u>Data to be furnished by Bidder in Bid Submission Confirmation Sheet:</u>

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

ii. Description of qualifying experience (similar nature).

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

iv. Work Order Number/Agreement Number of each experience.

[6] 0.32 million tonne will be applicable for projects proposed with Low Height Continuous Miner (LHCM) and 0.48 million tonne will be applicable for projects proposed with Standard Height Continuous Miner (SHCM).
[7] 0.32 million tonne will be applicable for projects proposed with Low Height Continuous Miner (LHCM) and 0.48 million tonne will be applicable for projects proposed with Standard Height Continuous Miner (SHCM).

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

vi. In case the experience has been earned by the Bidder as a partner in a Joint Venture firm/Partnership firm then the proportionate value of experience in proportion to actual share of Bidder in that Joint Venture firm/ Partnership firm will be considered against eligibility. Otherwise (i.e., if the experience was gained directly), it shall be considered as 100%.

vii. Executed quantity of work against each experience.

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

For work experience Bidders required to submit Satisfactory Work Completion Certificate/execution certificate issued by the employer against the Experience of similar work containing all the information as submitted in BSC Sheet.

Work order, BOQ, TDS or any other document as deemed fit regarding genuineness of the submitted work experience certificate may be sought during clarification along with deficient documents, if felt necessary by the Tender Committee.

<u>Technical evaluation by the Tender Committee</u>:

i. The Tender Committee shall calculate the end date by adding 364 days to the start date of experience (provided by Bidder). End date shall not be later than the last date (last day of month previous to the month of in which Bid Document has been published).

ii. The Tender Committee shall check the Start & End date of each experience and accept it as a qualifying experience if it falls within the year selected by the Bidder (as calculated by adding 364 days to the start date restricted to the ‘last date’).

iii. The Tender Committee shall calculate the quantity of all qualifying experiences for each Bidder and grade him as 'Eligible' if it meets the minimum requirements or else as 'Ineligible'.

iv. In case any of the experiences does not fall in the selected period of 365 days (continuous) days chosen by bidder, such experiences will be excluded from evaluation.

v. In case the experience has been earned by the Bidder as an individual or proprietor of a Proprietorship firm or LLP or Company or any legal entity, then 100% value of the experience will be considered against eligibility. But if the experience has been earned by the Bidder as a member in a Joint Venture firm/Partnership firm then the proportionate value of experience in proportion to actual share of Bidder in that Joint Venture firm/ Partnership firm will be considered against eligibility.

[Note: The Experience Certificate shall be in the name of the bidder except JV.

In case the bidder is a partner of a Partnership Firm/member of Joint Venture, the Experience Certificate in the name of partnership firm/JV may be considered, subject to submission of valid documentary evidence.

In case of change in the name of the legal entity, the Experience Certificate in the previous name may be considered, subject to submission of valid documentary evidence establishing such relationship or change of name.

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

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

d) <u>Financial Turnover</u>:

The Bidder shall have a minimum average Financial Turnover during the 3 (three) financial years as chosen by the Bidder from the 4 (four) immediately preceding completed consecutive financial years as on date of invitation of Bids, of ₹ [******][8]

It is hereby clarified that the 3 (three) financial years chosen by the Bidder shall be the same for each Member (where the Bidder is a JV), whose Financial Turnover is furnished and relied upon by the Bidder.

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

The foreign partner(s) should submit a Financial Turnover certificate based on IFRS (International Financial Reporting Standards) accounting

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[8] This amount shall be the lower of 65% (sixty-five per cent) of the Estimated Total Cost Value or Estimated Annualized Cost Value.

standard, certified by a local practicing public accountant/audit firm, and duly vetted/endorsed by the relevant *Embassy/High Commission concerned, towards the authenticity of the document.

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

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

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

a. *The Lead Member shall have at least 50 (fifty) % share in the required Average Financial Turnover, to qualify in the tender,*

b. *All other individual Members shall have at least 25 (twenty five) % share in the required Average Financial Turnover, to qualify in the tender.*

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

The Tender Committee shall assess offline the share of the required Financial Turnover held by the Lead Member and the other JV Members.]

Information to be furnished in Bid Submission Confirmation Sheet:

Confirmation regarding possessing of Average annual Financial Turnover Certificate issued by a Practicing Chartered Accountant/ Cost Accountant in the form of Yes/ No.

Scanned copy of documents to be uploaded by Bidders:

Average annual Financial Turnover certificate having a Unique Document Identification Number (UDIN) issued by a Practicing Chartered Accountant/ Practicing Cost Accountant having a membership number with Institute of Chartered Accountant/ Cost Accountant of India.

Any additional document may be sought during clarification along with deficient documents to verify the details as mentioned in the average Annual Financial Turnover certificate, if felt necessary by the Tender Committee.

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

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

Data to be furnished by Bidder in Bid Submission Confirmation Sheet:

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

ii) Name of the Chartered Accountant/ Cost Accountant issuing the Turnover certificate.

iii) Membership Number of the Chartered Accountant/ Cost Accountant.

iv) Date of certificate issued by Chartered Accountant/ Cost Accountant.

v) UDIN no. of the issued certificate.

Technical evaluation by the Tender Committee:

1. The Tender Committee shall check whether the average annual financial turnover certificate submitted by the Bidder as per the above-mentioned provision.

2. The average value of financial turnover as certified by the Chartered Accountant/ Cost Accountant should be greater than or equal to the minimum requirement.

3. In case, the Bidder is a subsidiary of a company and consolidated financial report is prepared by the holding company showing information / financial turnover of subsidiary separately, the same in respect of the subsidiary only shall also be considered to meet the eligibility criteria. In such case copy of a letter from the holding company to that effect will be required.

e) Working Capital: Evidence of possessing adequate working capital [***at least 20 (twenty) % of the “Estimated Annualized Cost Value” or “Estimated Total Cost Value” of this Work/ Service whichever is less ***] inclusive of access to lines of credit to meet the requirement.

i. The bidder shall possess the required working capital as on a date falling within three months prior to the initial scheduled date of opening of the bid.

ii. The Working Capital Certificate must also be issued within the same period of three months preceding the initial scheduled date of bid opening.

iii. Working capital certified for a date earlier than three months prior to the initial scheduled date of tender opening shall not be considered.

In case of extension of the Bid Submission End Date, the bidder may possess the required working capital and submission of the Working Capital Certificate within an extended timeframe. Accordingly, the total permissible period for possession of working capital and issuance of the working Capital Certificate shall be reckoned as within three (3) months from the initial Bid Submission End Date up to the re-scheduled Bid Submission End Date. Both the possession of working capital and the date of issuance of the certificate must fall within this combined timeframe.

[In case of JV, the Lead Member shall have to possess at least 50 (fifty) % share and all other individual Members shall have to possess at least 25 (twenty five) % share in the working Capital and the working capital of the individual Members of the JV will be added together].

The foreign partner(s) should submit a Working Capital Certificate, certified by a local practicing public accountant/audit firm, and duly vetted/endorsed by the relevant *Embassy/High Commission concerned, towards the authenticity of the document.

<u>Information to be furnished in Bid Submission Confirmation Sheet:</u>

Confirmation regarding possessing of Working Capital Certificate issued by a Practicing Chartered Accountant/ Cost Accountant in the form of Yes/ No.

<u>Scanned copy of Documents to be uploaded online:</u>

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

Any additional document may be sought during clarification which includes document for access to the lines of credit issued by Bank(s) or Financial Institutes or along with deficient documents to verify the details as mentioned in the working capital certificate, if felt necessary by the Tender Committee.

The foreign partner(s) should submit a Working Capital Certificate, certified by a local practicing public accountant/audit firm, and duly

vetted/endorsed by the relevant *Embassy/High Commission concerned, towards the authenticity of the document.

(*Relevant Embassy/High Commission refers to the Embassy/High Commission in India of the country where the bidder has obtained the working Capital certificate or the country of origin of the bidder OR the Indian Embassy in the country where the bidder has obtained the working Capital certificate or the country of origin of the bidder.)

Data to be furnished by Bidder in Bid Submission Confirmation Sheet:

i. Amount of available working capital inclusive of lines of credit.

ii. Date on which the Bidder possesses the required working capital.

iii. Name of the Chartered Accountant/ Cost Accountant.

iv. Membership Number of Chartered Accountant/ Cost Accountant who certifies the Bidder's working capital on a particular date.

v. Date of Issue of Certificate.

Technical evaluation by the Tender Committee:

i. The Tender Committee shall check the possession and issuance of working capital certificate should be as per above mentioned provision.

ii. The value of working capital as certified by the Chartered Accountant/ Cost Accountant should be greater than or equal to the minimum requirement.

Note: *The tender Committee shall assess offline the proportion of required working Capital possessed by Lead Member and other Members.*

f) PAN: Permanent Account Number (PAN) issued by Income Tax Department (In case of JV, PAN for each Indian Member of JV) and Verifiable Tax Residency Certificate of respective country for each foreign partner, as applicable.

Information to be furnished in Bid Submission Confirmation Sheet :

In respect of the above eligibility criteria the Bidders are required to furnish the confirmation of possessing the Permanent Account Number (PAN) and Verifiable Tax Residency Certificate, as applicable in the form of Yes/No.

Scanned copy of documents to be uploaded by Bidders:

Scanned copy of PAN card/ e-PAN issued by Income Tax department, Govt. of India and Verifiable Tax Residency Certificate of respective country for each foreign partner, as applicable.

Note: *In case of JV, each Indian Member of JV should possess PAN and Verifiable Tax Residency Certificate of respective country for each foreign partner, as applicable.*

g) GST Registration (Not Applicable for Exempted Services):

The Bidder should be GST Registered Bidder under regular scheme.

Information to be furnished in Bid Submission Confirmation Sheet:

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

Scanned copy of documents to be uploaded by Bidders:

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

a. **Status:** GST registered Bidder under regular scheme

Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India. In case of JV, Bidder should submit scanned copy of GST status of Lead Member registered under regular scheme.]

Note: -

1. In case the service is awarded to a Joint Venture participating in the tender they have to submit PAN, GST registration (as applicable in the tender and for the Bidder status) etc. in the name of the Joint Venture before the payment of first running on account bill.

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

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

4. If seller / bidder is GST registered under normal scheme, he must ensure that GST registration details has been updated on GeM portal before participation. In case the GST status of bidder as shown unregistered on Gem Portal, the bidder shall be treated as non-responsive and shall be rejected. If the GST Status shown by GeM Portal is registered and bidder participated as GST registered bidder under composition scheme, the bid shall be ignored even in case, status of bidder as shown as L-1 after opening of price bid.

5. The Bidder must select the GST percentage and applicable GST cess (if applicable) exactly as specified in the Scope of Work/Service. If any other value is selected, the financial bid evaluation carried out by GeM shall be treated as final.

6. The status of GST registered bidder shall be valid at the time of Bid Opening / Technical Bid Opening. In case the status shown as invalid/ suspended etc. on date as mentioned above, the bidder shall be treated as non-responsive.

   ***[Note: Not to be kept as a part of Bid Document:** During the evaluation of GST-registered bidders, their registration status will be verified through the appropriate Government website at the time of Bid Opening / technical bid opening.]*

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

<u>Information to be furnished in Bid Submission Confirmation Sheet:</u>

Confirmation in the form of Yes/No regarding possession of required document with respect to Legal Status of the Bidder.

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

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

   i. Scanned copy of JV Agreement containing name of Members and lead Member, Power of Attorney to the Lead Member and share of each Member etc. (**Annexure – II**).

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

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

Affidavit or any other document to prove Proprietorship/Individual status of the Bidder.

OR

Copy of the Partnership deed containing name of partners.

OR

Memorandum & Article of Association with certificate of incorporation containing name of Bidder.

OR

LLP Agreement with certificate of incorporation containing name of Bidder.

OR

In case of any other legally recognized entity, the appropriate document(s) as per its constitution, proving its lawful status and eligibility to enter into such contracts.

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

i) Affidavit or any other document to prove Proprietorship/Individual status of the Bidder.

OR

Copy of the Partnership deed containing name of partners.

OR

Memorandum & Article of Association with certificate of incorporation containing name of Bidder.

OR

LLP Agreement with certificate of incorporation containing name of Bidder.

OR

In case of any other legally recognized entity, the appropriate document(s) as per its constitution, proving its lawful status and eligibility to enter into such contracts.

ii) Board Resolution / Power of Attorney or any sort of legally acceptable document (As applicable) for the authority to submit the bid on behalf of the Bidder.

i) Deleted.

j) Deleted

k) Letter of Bid:

The Letter of Bid addressed to the Tender Inviting Authority (TIA) will be given in Bid Document containing name of the Work/ Service, Ref. No.

This will be the covering letter of the Bidder for his submitted bid. The Bidders have to accept unconditionally the Letter of Bid (**Annexure – VII**) in GTE (General Technical Evaluation) through Bid Submission Confirmation Sheet. This acceptance during bidding through GTE shall be construed as submission of LOB by bidder.

Data to be furnished by Bidder in Bid Submission Confirmation Sheet:

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

l) Integrity pact

Bidders are required to accept the pre-contract integrity pact (**Annexure – I**) as available in the Bid document through Bid Submission Confirmation Sheet. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company/firm at time of execution of formal agreement. In case of JV, all Members shall sign at the time of agreement.

Data to be furnished by Bidder in Bid Submission Confirmation Sheet:

Confirmation in the form of Yes/No regarding acceptance of Integrity Pact as per format prescribed in Bid Document.

m) Code of Integrity for Public Procurement (CIPP)

Bidders are required to accept the Code of Integrity for Public Procurement (CIPP) (**Annexure – III**) as available in the Bid document through Bid Submission Confirmation Sheet. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company/firm at time of execution of formal agreement. In case of JV, all Members shall sign at the time of agreement.

Data to be furnished by Bidder in Bid Submission Confirmation Sheet:

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

n) Restrictions on Public Procurement from certain countries:

The Undertaking (**Annexure – VIII**) 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 Bid Document.

The Bidders have to accept unconditionally this condition in GTE (General Technical Evaluation) of Bid Submission Confirmation Sheet at the time of bid submission. This acceptance during bidding through GTE shall be construed as acceptance of the Bidder for fulfilment of the requirements towards eligibility under this provision.

o) **Undertaking regarding relatives as employees of company, EPF/CMPF, status of Debarment, CIPP etc.**

An undertaking is to be given on Bidder's letter head as per the format given in the bid document (**Annexure – VIII**).

Data to be furnished by Bidder in Bid Submission Confirmation Sheet:

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

Scanned copy of documents to be uploaded by bidders:

Scanned copy of undertaking in the prescribed format regarding relatives as employees of company etc.

p) 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.

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

In terms of the above policy, purchase preference shall be accorded to Class-I local suppliers.

In line with this policy, both Class-I and Class-II local suppliers are eligible to participate in the bidding process, while Non-local suppliers are not eligible to bid.

[*Note:* *Not applicable where estimated cost put to tender is less than 5 (five) lakhs.***]**

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

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

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

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

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

<u>In respect of the above eligibility criteria the bidder is required to furnish the following information in Bid Submission Confirmation Sheet:</u>

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

Scanned copy of documents to be uploaded by Bidder(s) in support of information / declaration furnished by the Bidder against Eligibility Criteria:

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

*[**Note:** In the case of a Joint Venture (JV), each Member shall submit a separate Self-Certification indicating the percentage of local content in the offered items. The overall local content of the Joint Venture shall be calculated as the weighted average of the local content percentages of the individual Members, based on*

their respective participation share and work responsibilities as defined in the Joint Venture Agreement.

Each Member shall also provide a self-certification detailing the location(s) where local value addition has been made.]

b) In case of Estimated Cost Value in excess of Rs. 10 (ten) crores, all the Bidders (excluding Joint Venture) at the time of bidding shall be required to provide a certificate with UDIN (**Annexure – IX**) in the name of bidder from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. The bidder has to provide the self-certification regarding the details of the Location(s) at which the local value addition is made.

*[**Note:** In case the bidder is a Joint Venture (JV), each Member shall submit a certificate with UDIN issued by the statutory auditor or cost auditor (in the case of companies), or by a practicing cost accountant or practicing chartered accountant (for entities other than companies), indicating the percentage of local content in the items offered. Such certificates shall be issued in the name of the individual JV Members as per their respective legal status.*

The overall local content of the Joint Venture shall be calculated as the weighted average of the local content percentages of the individual Members, based on their participation share and work responsibilities specified in the Joint Venture Agreement.

Each Member shall also provide a self-certification detailing the location(s) where local value addition has been made.]

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, affidavits and attachments submitted as proof of the qualification requirements; and/or on account of debarment as applicable.

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.

Note: The documents to be furnished by the Bidder to prove that it 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

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

i. individual or proprietorship format and/or
ii. a partnership or association of persons format and/or
iii. a Company format.

Whereby,

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

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

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

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

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

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

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

4.1. Deleted

4.2. **Conflict of Interest**

Bidders having a conflict of interest shall not be eligible to participate in the tender process unless the conflict stemming from such relationship has been resolved in a manner acceptable to the procuring entity throughout the Tender process and execution of the Contract. The bidder shall be considered to have a conflict of interest in this tender process and execution of the resultant contract in the following situations:

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

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

c) Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV/ Member or vice-versa) in more than one bid shall result in the disqualification of all the bids.

Earnest Money deposited by defaulting Bidders shall be forfeited and they shall be debarred from participating in future tenders in concerned Subsidiary/CIL HQ for a minimum period of 12 (twelve) months from the date of issue of such letter.

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

5. COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Authority 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, the mine, the District(s)/ Panel(s) and its surroundings, approach road, investigation report, existing works, if any, connected to the tendered Work/Service, drawings connected to the Work/Service, if / as available and obtain all information that may be necessary for preparing the Bid and entering into a Contract for execution of the Work/Service. 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 and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the Site or not and has taken all the factors into account while quoting Mining Charge.

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

7. CONTENT OF BIDDING DOCUMENTS

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

i) Scope of Work/Bill of Quantities,

ii) Instructions to Bidders (ITB),

iii) Service Level Agreement / Conditions of Contract,

iv) GeM GTC and GeM SLA as linked in GeM Bid Document,

v) Forms of Securities and form of Article of Agreement,

vi) Pre-contract Integrity Pact,

vii) Proforma for e-Mandate,

viii) Guidelines on Debarment of firms from Bidding,

ix) Other documents, if required.

8. CLARIFICATION OF BIDDING DOCUMENTS[9]

8.1. Pre-bid meeting/Interaction (If applicable): After publication of Tender Pre-bid meeting may take place, if required. If a Pre-Bid meeting/Interaction is held then the minutes of the Pre-Bid meeting shall be uploaded on the GeM Portal through Corrigendum at least 7 (seven) days before the Bid Submission end date/re-scheduled bid submission end date, which can be viewed by all interested Bidders.

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

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

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

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

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

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

8.2. The Bidder may seek clarification/representation within the specified period through GeM Portal only. The Authority will clarify as far as possible the relevant queries of Bidders. The replies to clarifications/representation sought by Bidders should be given by the Authority as per GeM functionality.

[***Note (Not to be part of tender document)]: -****The queries of Bidders clarified on GeM Portal shall be referred in the TCR.*]

9. AMENDMENT / CORRIGENDUM TO BID DOCUMENT[10]

Amendment / Corrigendum should be issued only in exceptional cases with the approval of competent authority. Pre-ponement of date for any event is not permitted.

[10] To give prospective Bidders reasonable time taking into account the addendum for preparing their Bids, the Authority may extend, if necessary, the deadline for submission of Bids.

No separate notification shall be issued in the press. Prospective Bidders are therefore requested to visit the GeM Portal above mentioned website regularly to keep themselves updated.

10. LANGUAGE OF BID

All documents relating to the Bid shall be in the English language. In case any certificate / printed literature furnished by the Bidder, is written in another language it must be accompanied by a translation of all its pertinent passages in the English language, duly certified to be the true representation of the original content, for the purposes of interpretation of the bid, such translation shall govern.

11. BID PRICES

11.1. The Price Bid/offer contains the details of "Mining Charge per Tonne of coal". Lowest Bidder will be decided after evaluation based on cost to company.

'Cost to company' shall mean the "Total Value (i.e. Mining Charge + taxes and duties) quoted by the Bidder" excluding "CGST & SGST or IGST, GST (Compensation to state) cess eligible for input tax credit".

Bidder shall quote the value of Mining Charge including GST @ 18 % (or as applicable from time to time). For evaluation, the Total Value of GST, as applicable, will be deducted and the rank of Bidder will be evaluated.

The Mining Charge/ price quoted shall cover the entire scope of the Work/Service, including but not limited to the following:

- Cost of scientific study.
- Cost of hiring of all Equipment (Continuous Miner package) to be supplied by the bidder for cutting of coal, roof and side support.
- Carrying coal till it is loaded onto main Trunk Belt Conveyor/any other conveying system as mentioned in the Technical Document, located at the outbye of the District/ Panel.
- Cost of all spare parts and all consumables for operation of Equipment.
- Cost of HPC wages for manpower deployed by the bidder.
- Cost of Electricity consumption. Electricity shall be provided by the Authority on chargeable basis.
- Cost of POL consumption.
- Cost of Temporary Ventilation Stopping and installation of Auxiliary Fan to be provided within the District/ Panel.

- Cost for supporting the roof and side as per approved SSR and/or blasting the roof and side, if required. Explosives, detonators, related materials and accessories shall be provided by the Authority on chargeable basis and blasting shall be done under the supervision of the Authority personnel.

- Cost of pumping of water to the nearest available sump as per the Technical Document.

- All duties, taxes and other levies payable by Contractor under the Contract, or for any other cause shall be included in the rates and total Bid Price. All incidentals, overheads, etc. as may be attendant upon execution and completion of Works/ Service shall also be included in the Mining Charge and total Bid Price submitted by the Bidder.

- Any other cost to fulfill the Bidder's obligations under the contract.

11.2. All duties, taxes, Goods and Services Tax (GST) (@ 18 % (as applicable from time to time)) & GST Compensation Cess (if applicable) 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 Mining Charge, prices and the total Bid Price submitted by the Bidder.

All investments, operating expenses, incidentals, overheads etc. as may be attendant upon execution and completion of Work/ Service shall also be included in the Mining Charge, 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 Mining Charge existing on the last date of submission of Bid shall be reimbursed by the Authority 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.

11.3. The rate quoted by Bidder shall be inclusive of all taxes, duties & levies, GST (@ 18 % (as applicable from time to time)) & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. Authority) 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.

Input tax credit is to be availed by Authority as per rule.

If Authority 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 Contractor/supplier/vendor of goods and services in incorporating the tax invoice issued to Authority 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 Contractor/supplier/vendor along with interest, if any.

In the event of any additional tax liability accruing on the Contractor due to classification issue or for any other reason, the liability of Authority shall be restricted to the amount of GST charged on the original tax invoice issued by the Contractor.

Note: *During the execution of the Contract if GST liability changes, then the benefit should be passed on to the Authority/ Procuring Entity.*

11.4. The Mining Charge 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.

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

12. CURRENCIES OF BID AND PAYMENT

The Mining Charge per tonne of coal quoted by the Bidder shall be entirely in Indian Rupees. This shall be applicable for bidding as well as for payment.

13. BID VALIDITY, EXTENSION & WITHDRAWAL OF BIDS[11]

13.1. Bid shall remain valid for a period of [180 (One Hundred Eighty)] Days from the end date of Bid submission or extended date of Bid submission end date, whichever is later. In case the day up to which the bids are to remain valid falls on or is subsequently declared a holiday/ closed day for the Procuring Entity, the bid validity will be extended upto the next working day.

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

[Note for clarity: In case such a refusal by bidder(s) to extend validity or withdrawal of offer within validity :

[11] Reasons for seeking extension of bid validity should be recorded by the Tender Inviting Authority.

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

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

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

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

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

14. Deleted

15. SIGNING AND SUBMISSION OF BID:

a. In order to submit the Bid, the Bidders have to get themselves registered online on GeM Portal (https://gem.gov.in). The registration should be in the name of bidder for Individual/ Proprietorship firm/ Partnership firm/ Limited Liability Partnership/ Company registered under Companies Act or any other legal entity. Whereas for participation of Joint Venture through GeM portal, the registration of bidder shall be done in the name of the Lead Member and the submitted documents in the bid against eligibility shall be as per eligibility criteria laid down in the Bid Document. The bid should be either physically signed or digitally signed by the bidder or his Authorized representative for submission of Bid.

b. The Bidder will submit their bid online. No off-line bid shall be accepted.

c. The Bidders will have to accept unconditionally the Instruction to Bidder (ITB), Service Level Agreement (Conditions of Contract), GeM GTC & GeM SLA of GeM Bid Document, Integrity Pact and other conditions, if any, along with undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder through BSC Sheet and online in order to become an eligible Bidder. No conditional bid shall be allowed/accepted.

d. The Bidders will have to accept unconditionally in GTE (General Technical Evaluation) of the Bid Submission Confirmation (BSC) Sheet, the Undertaking regarding Genuineness of the information furnished by him & authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility criteria, undertaking, annexures 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 through BSC Sheet.

   In the undertaking given by Bidder through acceptance in GTE, there will be provision for penal action, if any information/declaration furnished 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 / Bid Security through online mode only.

   In case of exemption of EMD / Bid Security, 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 Bid Document or relevant clause of GeM GTC.

f. Deleted.

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 relevant clauses of ITB.

h. The information provided by the Bidder through BSC Sheet, by filling up relevant data will be used by the tender committee along with online submitted documents (to support eligibility submissions made in the BSC Sheet) for evaluation of technical bid.

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

   1. **For Two Part System**- All the confirmatory documents as prescribed in the Bid Document in Cover-I and “Price-bid” in Cover-II (Both are to be decrypted separately).

   i) Deleted

   ii) Deleted

   iii) **Confirmatory Documents/ Technical Clarification:** All the confirmatory documents/ Technical Clarification as enlisted in the Bid Document in support of online information and/or information submitted through Bid Submission Confirmation Sheet by the Bidder are to be uploaded in Cover-I.

iv) **Price bid:** The Price bid containing the Bill of Quantity will be Item Rate. 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. The Mining Charge to be quoted will be inclusive of all other Taxes and duties as applicable on the last date of submission of Bid and shall include / exclude GST based on the applicability of ITC.

[***Note:*** *L-1 will be decided on overall quoted value, i.e., Cost to Company.]*

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 GeM Bid Document in support of their claim for exemption of EMD at specified folder.

16. DEADLINE FOR SUBMISSION OF BIDS

16.1. Bids shall be submitted online on the GeM Portal only.

16.2. The Tender Inviting Authority 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 Authority and the Bidders previously subject to the original deadline will then be subject to the new deadline.

17. MODIFICATION AND WITHDRAWAL OF BIDS

Bidder may modify / withdraw their bid before bid submission end date as per GeM Portal functionality.

Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded after award of Work/Service, if the application is submitted along with acceptable supporting evidence and e-Mandate by the bidder(s). For withdrawal of bid after the end date of bid submission, the Bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of LOA with the following provision of penal action:

I. 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 of the Authority.

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

of the Authority. The Price-bids of all eligible Bidders including this Bidder will be opened and action will follow as under:

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

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

18. OPENING OF BID:

18.1. For Two-Part System – Opening of Technical Bid:

18.1.1. The Technical bid (Cover-I) will be opened on schedule date & time as mentioned in the Bid Document or revised schedule date & time through corrigendum issued on GeM portal. Technical bid (Cover-I) will be decrypted and opened online by the "Bid Opener" as per the GeM functionality.

18.1.2. All the documents uploaded by Bidder(s) including EMD exemption documents (if any) and duly filled Bid Submission Confirmation by bidder shall be downloaded after opening of Technical bid (Cover-I).

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.

19.2. **Evaluation of Tender-**

I. For Two Part (Single Stage Two Envelops) System:

A. After opening of bid, the documents submitted by L-1 Bidder as enlisted in the Bid Document 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 through Bid Submission Confirmation Sheet. If the L-1 bidder complies with the eligibility requirement as per Bid Document, 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 in Bid Submission Confirmation Sheet 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 allowing 7 days (7 x 24 hours) time for online re-submission by Bidder(s).

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 GeM Portal regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS from GeM Portal will not be accepted as a reason of non-submission of documents within prescribed time. The Procuring Entity shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Procurement Process. The Bidder(s) will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them in Bid Submission Confirmation Sheet within the specified period of 7 (seven) days. No further clarification shall be sought from Bidder.

The shortfall information/ documents should be sought only for historical documents that pre-existed at the time of the tender opening and which have not undergone change since then. Such documents should be sought solely based on the recommendations of the Tender Committee (TC). So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. However, only documents that were already in existence prior to the bid submission deadline based on the information furnished in Bid Submission Confirmation Sheet shall be considered for this purpose and no new certificate or contract should be asked for so as to qualify the bidder.

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

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

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

E. In case L-1 Bidder submit(s) requisite documents online as per Bid Document, then the Bidder(s) will be considered eligible for opening of Price Bid.

F. In case L-1 Bidder fails to confirm the 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 to submitted information(s)/declaration(s), then his/their bid will be accepted for opening of Price Bid.

G. In case none of the Bidder(s) complies the technical eligibility criteria as per Bid Document 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).

H. 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.

*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.

I. After Technical evaluation of tender, the price bid shall be opened on schedule date and time as per GeM Portal Conditions.

J. The Tender Committee may recommend for award of Work/Service to the successful Bidder after evaluation of the reasonableness of rates.

[*Note (Not to be part of Bid 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.*]

II. The following clauses are applicable for Two-Part Systems:

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 GoI from time to time-

i) Subject to meeting terms and conditions stated in the Bid Document including but not limiting to prequalification criteria, 25 (twenty five)% 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 splitted, MSE quoting a price within a price band of L1 + 15 (fifteen)% shall be awarded at least 25 (twenty five)% 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 (fifteen)% and they match the L-1 price.

ii) In case, L-1 Bidder is non-MSE:

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

OR

If the job cannot be splitted, 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 (fifteen)% 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(fifteen)% shall be given chance to match the rate of L-1 for award of the complete job. Considering the spirit of the Policy for enhancing Government procurement from MSEs, this process has to be repeated till work is awarded to MSE or MSE Bidders are exhausted.

Note: *If the procuring entity negotiates with the non-MSE L1 bidder or suo-moto rebate is given by the non-MSE L-1 bidder, the price band (L1+15*(fifteen)*%) should be calculated based on the original L1 price, not the lower negotiated price, and such eligible MSE bidders shall be called to match the new negotiated L1 price / suo-moto rebate given by L-1 bidder as per procedure mentioned above.*

iii) Out of the 25 (twenty five)% 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, these 3 % (three percent) sub-target so earmarked shall be met from other MSEs.

iv) Out of the 25 (twenty five) % 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, this (4) four percent sub-target so earmarked shall be met from other MSEs.

v) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority must be submitted by the

Bidder in addition to certificate of registration with anyone of the agencies mentioned in paragraph (I) above. The Bidder shall be responsible to furnish necessary documentary evidence for enabling Authority to ascertain that the MSE is owned by SC/ST.

vi) MSEs would be treated as owned by SC/ ST or Women entrepreneurs:

1) In the case of proprietary MSE, proprietor(s) are SC /ST or Woman;

2) In the case of partnership MSE, the SC/ ST or Women partners hold at least 51% (fifty- one per cent) shares in the unit;

3) In the case of Private Limited Companies, SC/ ST or Women promoters hold at least 51% (fifty-one per cent) share.

vii) Classification of Micro and Small Enterprise shall be as per Govt. of India notification from time to time.

viii) Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy. Verification of MSE status of bidder is mandatory.

ix) In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all nontax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change or as per notification issued by DoE/GOI time to time.

x) 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.

B. Procurement Preference to Make in India

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

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

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

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

I. In the procurement of service which are divisible/splitable 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 (fifty)% 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 (fifty)% 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 service which are not divisible/non splitable, the following procedure shall be followed: -

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

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

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

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

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

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

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

c) If 'Class I Local suppliers' qualify for award of contract for at least 50 (fifty) percent of the tendered quantity in any tender, the Contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50 (fifty) percent of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20 (twenty)% margin of purchase preference of the L1 bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50 (fifty) percent of the tendered quantity.

d) The margin of purchase preference shall be 20 (twenty) %. Only those 'Class-I local suppliers' would be eligible for purchase preference whose quoted rates fall within the margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. First, purchase preference must be given to the lowest quoting eligible 'Class- I local supplier.' If the lowest quoting 'Class-I local supplier' does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to the next higher eligible 'Class-I local supplier,' and so on. In case the quantity thus allocated to eligible

‘Class-I local suppliers’ is short of 50 (fifty)% of the tendered quantity, then this shortfall quantity may be distributed among all other qualified bidders as per award criteria stipulated in the tender documents.

IV. Deleted

V. Verification of local content:

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

[Note: In the case of a Joint Venture (JV), each Member shall submit a separate Self-Certification indicating the percentage of local content in the offered items.

The overall local content of the Joint Venture shall be calculated as the weighted average of the local content percentages of the individual Members, based on their respective participation share and work responsibilities as defined in the Joint Venture Agreement.

Each Member shall also provide a self-certification detailing the location(s) where local value addition has been made.]

b) In cases of Estimated Cost Value is in excess of Rs. 10 (ten) crores, all the Bidders (excluding JV) at the time of bidding shall be required to provide a certificate with UDIN (**Annexure – IX**) in the name of bidder from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. They shall also give details of the location(s) at which the local value addition is made, if applicable.

[Note: In case the bidder is a Joint Venture (JV), each Member shall submit a certificate with UDIN issued by the statutory auditor or cost auditor (in the case of companies), or by a practicing cost accountant or practicing chartered accountant (for entities other than companies), indicating the percentage of local content in the items offered. Such certificates shall be issued in the name of the individual JV Members as per their respective legal status.

The overall local content of the Joint Venture shall be calculated as the weighted average of the local content percentages of the individual Members, based on their participation share and work responsibilities specified in the Joint Venture Agreement.

Each Member shall also provide a self-certification detailing the location(s) where local value addition has been made.]

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

Note: This penalty shall be in addition to other penal provisions of NIT/Bid Document.

d) Deleted

e) Deleted

f) Deleted

g) Deleted

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

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

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

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

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

VI. Deleted

VII. Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

The Class-I local suppliers, under PPP-MII Order, participating in any tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any tender, may or may not be Class-I local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference:

Category	**Terminology**
Supplier is both MSE & Class-I local Supplier	MSE Class-I local Supplier
Supplier is MSE but not Class-I local Supplier	MSE but non-Class-I local Supplier
Supplier is not MSE but is Class-I local Supplier	Non-MSE but Class-I local Supplier
Supplier is neither MSE nor Class-I local Supplier	Non-MSE non-Class-I local Supplier

The work is divisible/splitable and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

i) L-1 is “MSE Class-I local Supplier” – 100% of the tendered quantity is to be awarded to L-1.

ii) L-1 is “on-MSE but Class-I local supplier” - purchase preference (25 (twenty-five)% quantity) is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.

iii) L-1 is “MSE but non-Class-I local supplier” - purchase preference (50 (fifty)% Quantity) is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.

iv) L-1 is "Non-MSE non-Class-I local supplier"- Firstly, purchase preference 25 (twenty five)% quantity is to be given to MSEs (if any and eligible) as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50 (fifty)% of the tendered quantity minus quantity allotted to MSEs above" i.e., 37.5(thirty seven point five) % if any and eligible as per PPP-MII Order. If there is an eligible ‘MSE Class-I local supplier’, then he should be firstly given purchase preference of 25 (twenty five)% as MSE, if eligible as per PP-MSE order, and a further purchase preference for "50(fifty)% of the tendered quantity minus quantity allotted as MSE" i.e. 37.5 (thirty seven point five) % if eligible as per PPP- MII Order – therefore a total of 62.5 (sixty two point five)% quantity. For the balance quantity, contract is to be awarded to L-1 Bidder.

The work is not divisible/splitable and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

i) L-1 is “MSE Class-I local supplier” - Contract is awarded to L-1.

ii) L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15 (fifteen) % margin of purchase preference – Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If the lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15 (fifteen) % margin of purchase preference is to be given purchase preference and so on.

iii) If conditions mentioned in sub paras (i) and (ii) above are not met, i.e., L-1 is neither “MSE Class-I local supplier” nor “MSE Class-I local supplier” is eligible to take benefit of purchase preference, the contract is to be awarded /purchase preference to be given in different possible scenarios as under:

a. L1 is “MSE but non-Class-I local supplier” or “non-MSE but Class-I local supplier” - Contract is be awarded to L1.

b. L1 is “Non-MSE non-Class-I local supplier” First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible /does not accept - purchase preference to be given to Class-I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible /does not accept - contract to be awarded to L-1.

19.3. The Tender Committee will recommend for award of Work/ Service to the successful Bidder (L-1) after evaluating their Techno-Commercial eligibility based on the information furnished through Bid Submission Confirmation Sheet followed by the scanned documents uploaded by Bidder in support of the information furnished by them in BSC and after evaluation of the reasonableness of rates. The approval for award of Work/ Service to L-1 Bidder will be accorded by the Competent Authority as per Delegation of Power based on the TC recommendation.

The Bidder whose Bid has been determined to be substantially responsive and who is established as techno-commercially acceptable L-1 Bidder shall be considered as the Successful Bidder for award of Work/ Service subject to the reasonability of the L-1 Price for the Authority on the Mining Charge quoted by the L-1 Bidder.

If the lowest price received is unreasonable and unjustified or it is unacceptable on ground of being too high or too low compared with estimated price, the Authority reserves the right to seek justification of the price from the Bidder of such price and the time period of justification is as per GeM Portal Conditions. If the lowest price is not considered reasonable, the Authority may not accept such Bid and another tender process may be initiated.

19.4. After financial concurrence of TCR and competent approval, the Letter of Acceptance (LOA) to the L-1 Bidder will be issued and the scanned copy of the LOA shall be sent to the Bidder through email. Subsequently, the contract will be generated on GeM portal to conclude the tendering process.

19.5. **Logical End of online created Tender:** Any tender hosted on the GeM portal must be logically concluded i.e., either awarded or cancelled.

19.6. **Grievances and its Redressal:**

i. Any bidder that claims to have suffered or is likely to suffer loss or injury as a result of a decision/ action/ omission of the Authority may make an application for its review within a period of 48 (forty eight) hrs from its date to the Tender Inviting Authority, specifying the ground(s) and the relevant clauses of the tender documents. Unsuccessful Bidders may seek de-briefing regarding the rejection of their bid, through GeM Portal as per GeM Portal functionality, after the declaration of techno-commercial or financial evaluation results.

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

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

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

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

   i) Determination of the need for procurement;

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

   iii) Choice of selection procedure;

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

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

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

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

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

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

iii. This grievance redressal is beside the avenue of complaints to the vigilance department of the Authority or judicial remedies.

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

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

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

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

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

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

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

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

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

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

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

        ii) *debarment of the bidders, if warranted*

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

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

20. Deleted

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 by the Authority to Bidders or any other persons not officially concerned.

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.

21.2. From the time of bid submission to awarding the contract, no Bidder shall contact the Authority on any matter relating to the submitted bid. If a Bidder needs to contact the Authority for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence the Authority during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

22. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

22.1. **Preliminary Examination of Bids - Evaluation of responsiveness of Bids:**

1. A substantively responsive bid is complete and conforms to the Tender Document's essential terms, conditions, and requirements without substantive deviation, reservation, or omission. Only substantively responsive bids shall be considered for further evaluation. Other bids shall be treated as unresponsive and ignored. All bids received shall first be scrutinised to identify unresponsive bids, if any. Some important points based on which a bid may be declared as unresponsive and be ignored during the evaluation are:

   a) Any Bid not accompanied by a Bid Submission Confirmation Sheet or illegible or if BSC Sheet is found to be tampered, in respect of General Technical Evaluation (GTE), Technical Qualification Requirement, Working Capital etc.

   b) The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption;

   c) The bidder is not eligible to participate in the bid as per the eligibility criteria that have been laid down (including conflict of interest and other provisions of CIPP). In case procurement is on a limited tender basis or where procurement is restricted to pre-approved vendors, it should be especially ensured that there is no conflict of interest;

   d) The bid departs from the essential requirements specified in the tender document; or

   e) Against a schedule in the list of requirements in the tender enquiry, the bidder has not quoted for the entire requirement as specified in that schedule (example: in a schedule, it has been stipulated that the bidder will supply the equipment, install, and commission it and also train the purchaser's operators for operating the equipment. The bidder has, however, quoted only for supply of the equipment).

   f) Bidder has quoted conditional bids or more than one bid or alternative bids.

   g) The bid validity is shorter than the required period.

h) The bid has unresolved substantive deviations (please refer to sub-para 2-b below).

2. Deviations/ Reservations / Omissions - Substantive or Minor:

a) During the evaluation of Bids, the following definitions apply:

i) "Deviation" is a departure from the requirements specified in the Tender Document;

ii) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and

iii) "Omission" is the failure to submit part, or all the information or documentation required in the Tender Document.

b) **Substantive Deviations:** A deviation/ reservation/ omission from the requirements of the Tender Document shall be considered as a substantive deviation as per the following norm, and the rest shall be considered as Minor deviation:

i) which affects in any substantive way the scope, quality, or performance of the service;

ii) which limits in any substantive way, inconsistent with the Tender Document, the Authority's rights, or the Bidder's obligations under the contract; or

iii) Whose rectification would unfairly affect the competitive position of other Bidders presenting substantively responsive Bids.

c) The decision of the Authority shall be final in this regard. Bids with substantive deviations shall be rejected as nonresponsive.

d) Variations and deviations and other offered benefits (techno-commercial or financial) above the scope/ quantum of the services specified in the Bid Document shall not influence evaluation Bids. If the bid is otherwise successful, such benefits shall be availed by the Authority, and these would become part of the contract.

e) During the preliminary examination, some minor infirmity and/or irregularity and/or non-conformity may also be found in some bids. Such minor issues could be a missing pages/ attachment or illegibility in a submitted document.

f) **Consideration of Minor Deviations:** The Authority is entitled to consider and allow minor deviations that do not amount to substantive deviations. The Authority reserves the right to accept bids with such minor issues provided they do not constitute any substantive deviation, do not have a fiscal impact, do not prejudice or affect the ranking order of the bidders and do not grant the bidder any undue advantage vis-à-vis other bidders and the Authority. Wherever necessary, the Authority shall convey its observation on such 'minor' issues to Bidder as per clause related to evaluation of Tender. If the Bidder does not reply by the specified date or gives an evasive reply without clarifying the point at issue in clear terms, that bid shall be liable to be rejected as nonresponsive.

23. EVALUATION AND COMPARISON OF BIDS

23.1. The Authority 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 Authority shall be done as per Clause No. 19.

23.3. The Authority 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. Regarding the applicability of Additional Performance Security (APSD), please refer clause no. 4.6 of SLA.

24. AWARD CRITERIA

Subject to Clause 23, the Authority 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. AUTHORITY'S RIGHT TO ACCEPT ANY BID, NEGOTIATE AND TO REJECT ANY OR ALL BIDS

25.1. Notwithstanding Clause 24, the Authority 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 Authority's action.

25.2. **Negotiations**

I) Normally, there should be no negotiation. Negotiations should be a rare exception rather than the rule and may be resorted to only in exceptional circumstances. If it is decided to hold negotiations for reduction of prices, they should be held only with the lowest acceptable bidder (L-1), who is techno-commercially responsive and on whom the contract would have been placed but for the decision to negotiate. In no case, including where a cartel/ pool rates are suspected, should negotiations be extended to those who had either not tendered originally or whose tender was rejected because of unresponsiveness of bid, unsatisfactory credentials, inadequacy of capacity or unworkable rates. The circumstances where negotiations may be considered could be:

A. Where, L1 price is not considered to be reasonable, and

B. Where the procurement is done on nomination basis; or

C. Procurement is from single or limited sources; or

D. Procurements where there is suspicion of cartel formation which should be recorded; and

II) Where the requirements are urgent and the delay in re-tendering for the entire requirement due to the unreasonableness of the quoted rates would jeopardies essential operations, maintenance and safety, negotiations with L-1 bidder may be done for bare minimum quantum of requirements. The balance bulk requirement should, however, be procured through a re-tender, following the normal tendering process.

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

IV) Normally all counter offers are considered negotiations by other means and the principles of negotiations should apply to such counter offers.

For example, a counter offer to L1, in order to arrive at an acceptable rate, shall amount to a negotiation. However, any counter offer to L2, L3, and so on (at the rates accepted by L1) in case of splitting of quantities shall not be deemed to be a negotiation.]

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

A. Negotiations must be carried out by the CA or TC only;

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

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

D. A negotiations meeting should be started only after obtaining a signed declaration from the negotiating bidder as per the relevant Annexure of Bid Document and Revised bids should be obtained in writing from the selected tenderers at the end of the negotiations in the format of letter laid down in the relevant Annexure of Bid Document and same shall be recorded on GeM Portal. The revised bids so obtained should be read out to the tenderers or their representatives present, immediately after completing the negotiations. If necessary, the negotiating party may be given some time to submit its revised offer. In case, however, the selected bidder prefers to send a revised bid instead of being present at the negotiation, the offer should be taken into account. In case a bidder does not submit the revised bid, its original bid shall be considered.

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/ Service 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 the Authority.

25.3. **Award of Work/ Service to multiple L-1 bidders:** If there are more than one lowest Bidder & service is not splittable, selection of L-1 may be decided through a Random Algorithm executed by GeM system.

*[**Note (Not to be part of Bid Document)**: 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.]*

26. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

26.1. The Bidder/ Seller, whose Bid has been accepted, will be notified /communicated by the Authority through issuance and communication of LOA prior to expiration of the Bid validity period and subsequent generation of GeM contract on the portal.

If bid is submitted by Lead Member of JV, communication of LOA through email ID of TIA to the e-mail Id of Seller/Bidder as mentioned in the BSC as well as provided by the GeM Portal. After that, successful Bidder will obtain all requisite Legal Documents (PAN, GST etc) in the name of JV and register on GeM portal as a new Service Provider (SP). GeM Authority will update the new SP details in demand through back-end which will enable Buyer to create contract on GeM portal with the JV.

This letter (hereinafter and in the SLA/Conditions of Contract called the "Letter of Acceptance") will state the sum that the Authority will pay the Contractor in consideration of the execution and completion of the Work/ Service by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Total Contract Value").

The communication of LOA through email shall be mandatory.

26.2. The issuance and communication of LOA will constitute the formation of the Contract. (*The LOA shall at all time supersede the Contract Generated on GeM Portal*).

26.3. Work order shall be issued by the Authority for the contract after submission and confirmation 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).

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

In case, the agreement is not executed within the time period as mentioned above, execution may be permitted for a further period of up to [14 (fourteen)] days only with the approval of the Tender Accepting Authority (TAA), limited to the concerned Director, along with proper justification.

In case of failure to enter into Agreement within the specified period/ extended period, the Contract will be terminated with forfeiture of Bid Security / EMD or Security Deposit (Performance Security and Additional Performance Security, if applicable), as available with Authority and also including the value of executed Work/ Service. Additionally, the Contractor shall be debarred for a period of minimum 1(one) year as per guidelines on debarment of firm.

No payment for the Work/ Service shall be made before execution of this Agreement. The invoicing of first payment bill will be done through GeM Portal and all the payment of Work/ Service (for all invoices) shall be done outside the GeM Portal.

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 relevant provision of Instructions to Bidders.

26.5. The Contractor shall enter into and execute 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. SECURITY DEPOSIT

Security Deposit shall consist of two parts:

a) Performance Security and Additional Performance Security (if applicable) to be submitted at award of Work/ Service and

b) Retention Money to be recovered from running bills.

The Security Deposit shall bear no interest.

For details refer Clause No. 4 of Service Level Agreement.

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 pay wages not less than the wages fixed (notified and prevalent during execution of the work for mining activity) by the Authority and guidelines incorporated at relevant clause in Service Level Agreement. 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 which shall be in accordance with the following guidelines:

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

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

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

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

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

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

29. LEGAL JURISDICTION

The laws applicable to this Bid Document shall be the laws in force in India. 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) Deleted.

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

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 at the time of signing of Agreement / at the time of bidding.

32. CHANGE IN THE CONSTITUTION OF CONTRACTOR INCLUDING JV:

Prior approval in writing of the Authority shall be obtained, before any change is made in the constitution of the contracting agency with demonstrated capability to complete the Contract, otherwise it will be treated as a breach of Contract.

32.1. Any Change in the Constitution/financial stakes/responsibilities during the execution of the Contract shall not be allowed for initially 2 (two) years period from the issuance of LoA.

[Note: The above conditions shall not be applicable, for change of Proprietorship firm to Partnership firm. However, in any case, the Proprietor shall remain as partner of the Partnership firm throughout the Contract period except death.]

32.2. In cases of change due to death or insolvency or liquidation, the said period of 2 (two) years may not be applicable.

32.3. The Contractor must proactively keep the Authority informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the Contract since that may vitiate the legal basis of the Contract.

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

b) On the death or retirement of any partner of the Contractor before the completion of Contract Period, the Authority may, at his option, terminate the Contract for default as per the Contract and avail any or all remedies.

c) In case the Contract not terminated as provided in Sub-para (b) above,

i) the remaining partners should give a written undertaking to perform the Contract and accept all liabilities (including those of the expired/ retired partner) incurred by the firm under the Contract before the date of such an event.

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

32.4. Change of constitution of Proprietorship firm / Partnership firm / Joint Venture to Limited Company with the same members/characters/partners may be permissible after completion of 02 (two) years of contract period, if the Contractor has extracted more than 90% of the Total Extractable Reserve (excluding hindrance) till the request is made.

If a Partnership firm/ Joint Venture is promoted and incorporated as a Company Limited by shares under the provisions of the (Indian) Companies Act, 2013 to execute the Contract, the subscribed and paid-up equity share capital of that company shall be at least 20% (twenty percent) of the remaining Total Contract Value excluding GST. The remaining Total Contract Value shall be calculated multiplying remaining Total Extractable Reserve with base Mining Charge. The board of directors of the Limited Company so incorporated shall have proprietor or all the partners of the Partnership firm as directors or each Member of the Joint Venture as a director and hold paid-up capital share as per their respective participation share and have work responsibilities as defined in the Joint Venture Agreement (where the Bidder is a Joint Venture).

33. MISCELLANEOUS

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

33.2. The site for Work/ Service may be made available in parts.

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

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

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

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

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

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

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

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

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

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

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

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

g. A Joint Venture where any Member of the Joint Venture falls under any of the above

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

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

Explanation-

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

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

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

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

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

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

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

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

Note

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

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

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

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

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

35. Planning and Designing in Purview of Vulnerability Atlas of India

Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/UT — wise hazard, maps with respect to earthquakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation / stage.

This Atlas is one of its kind single point source for the various stakeholders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, winds, floods thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment. The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website *www.bmtpc.org.*

It is mandatory for the Bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to Project location while planning and designing the Project in terms of:

i) Seismic zone (II to V) for earthquakes;

ii) Wind velocity (Basic wind velocity: 55, 50, 47. 44, 39 & 33 m/s);

iii) Area liable to floods and probable maximum surge height;

iv) Thunderstorms history;

v) Number of cyclonic storms/ severe cyclonic storms and maximum sustained wind specific to coastal region;

vi) Landslides incidences with annual rainfall normal;

vii) District wise probable maximum precipitation.

The scanned copy of confirmatory documents will be uploaded by the Bidder while submitting Bid online:

PART-1 (COVER-1)

Sl. No.	Particulars	Information to be furnished by bidder in Bid Submission Confirmation Sheet	Scanned copy of documents to be uploaded by Bidder in support of information/ declaration furnished in the BSC Sheet and submitted by the Bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)
1.	Bid Submission Confirmation (BSC) Sheet	Bidder is required to submit the duly filled Bid Submission Confirmation Sheet in .pdf format. The bid submission confirmation sheet provided by buyer at **Annexure – XVI.**	The scanned copy of documents will be evaluated against the data furnished in the Bid Submission Confirmation Sheet. The Proforma of BSC Sheet has been provided at **Annexure – XVI** and bidder/seller will be mandatorily required to fill the same in all respects relating to all the required data / input as per eligibility criteria of NIT. Thereafter, BSC Sheet in .pdf format (duly filled in) will be uploaded by the bidder, while submitting the bid. Any Bid not accompanied by a BSC Sheet or not properly filled up or if BSC Sheet is found tampered, the Bid shall be considered as non-responsive and shall be rejected.
2.	Technical Qualification Requirement[£]	Confirmation in the form of Yes/No for possessing the supporting documents	**Sub-clause (I):** i. A certificate showing that the Bidder is a manufacturer of Continuous Miner or

[£] The experience towards overseas jobs, if submitted, should be vetted/endorsed by the relevant Embassy/High Commission concerned, towards authenticity of documents. (relevant Embassy/High Commission means, the Embassy/High Commission in India of the Country where the Bidder has executed the said work or Country of origin of the Bidder).

Sl. No.	Particulars	Information to be furnished by bidder in Bid Submission Confirmation Sheet	Scanned copy of documents to be uploaded by Bidder in support of information/ declaration furnished in the BSC Sheet and submitted by the Bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)
			similar equipment with Continuous cutting technology. ii. Satisfactory work completion/ execution certificate (includes completed / on-going works) issued by the employer against the experience containing all the information as submitted in BSC Sheet in respect of the 01 (one) Continuous Miner or similar equipment with Continuous cutting technology and must have produced at least [*0.32/0.48 million tonnes*][12] of coal from underground mines during any period of 1 (one) year (consecutive 365 days) in the preceding 7 years ending on the last day of the [****specify month previous to the month in which Bids are invited*****]. **Sub-clause (II):** i. Legally binding agreement with a manufacturing organization or his

[12] 0.32 million tonne will be applicable for projects proposed with LHCM and 0.48 million tonne will be applicable for projects proposed with SHCM

Sl. No.	Particulars	Information to be furnished by bidder in Bid Submission Confirmation Sheet	Scanned copy of documents to be uploaded by Bidder in support of information/ declaration furnished in the BSC Sheet and submitted by the Bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)
			authorized agent / dealer (provided that such authorized agent / dealer has such delegation of power on behalf of the Manufacturer to do so) which has successfully manufactured and supplied Continuous Miner or similar equipment with Continuous cutting technology and the same or similar equipment manufactured by the manufacturing organization and must have produced at least [*0.32/0.48 million tonnes]*[13] million tonne of coal from underground mines during any period of 1 (one) year (consecutive 365 days) in the preceding 7 years ending on the last day of the [****specify month previous to the month in which Bids are invited*****] and the agreement must clearly confirm that the bidder would have all the

[13] 0.32 million tonne will be applicable for projects proposed with LHCM and 0.48 million tonne will be applicable for projects proposed with SHCM

Sl. No.	Particulars	Information to be furnished by bidder in Bid Submission Confirmation Sheet	Scanned copy of documents to be uploaded by Bidder in support of information/ declaration furnished in the BSC Sheet and submitted by the Bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)
			supports and services from the said organization or his authorized agent / dealer up to the period /tenure of the contract. In case of an agreement with foreign manufacturing organization, the Certificate showing that the foreign manufacturing organization is a manufacturer of Continuous Miner or similar equipment with Continuous Cutting Technology ii. Satisfactory work completion/ execution certificate (includes completed / ongoing works) issued by the employer against the experience containing all the information as submitted in BSC Sheet in respect of the 01 (one) Continuous Miner or similar equipment with Continuous Cutting Technology and must have produced at least [*0.32/0.48 million*

Sl. No.	Particulars	Information to be furnished by bidder in Bid Submission Confirmation Sheet	Scanned copy of documents to be uploaded by Bidder in support of information/ declaration furnished in the BSC Sheet and submitted by the Bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)
			tonnes][14] of coal from underground mines during any period of 1 (one) year (consecutive 365 days) in the preceding 7 years ending on the last day of the [****specify month previous to the month in which Bids are invited*****]. **Sub-clause III:** i. Satisfactory work completion/ execution certificate (includes completed / ongoing works) issued by the employer against the experience containing all the information as submitted in BSC Sheet mentioning that the bidder must have extracted at least [*0.32/0.48 million tonnes]*[15] of coal from underground mines in any one production year (consecutive 365 days) using 01 (one) Continuous Miner or similar equipment with Continuous Cutting Technology in the preceding 7 (seven)

[14] 0.3 million tonne will be applicable in case of LHCM and 0.4 million tonne will be applicable for SHCM

[15] 0.3 million tonne will be applicable in case of LHCM and 0.4 million tonne will be applicable for SHCM

Sl. No.	Particulars	Information to be furnished by bidder in Bid Submission Confirmation Sheet	Scanned copy of documents to be uploaded by Bidder in support of information/ declaration furnished in the BSC Sheet and submitted by the Bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)
			years ending on the last day of the [****specify month previous to the month in which Bids are invited*****]. Work order, BOQ, TDS or any other document as deemed fit regarding genuineness of the submitted work experience certificate may be sought during clarification along with deficient documents, if felt necessary by the Tender Committee.
3.	**Financial Turnover:** The Bidder shall have a minimum average Financial Turnover during the 3 (three) financial years as chosen by the Bidder from the 4 (four) immediately preceding completed consecutive financial years as on date of invitation of Bids, of ₹ [******] It is hereby clarified that the 3 (three) financial years chosen by the Bidder shall be the same for each	Confirmation in the form of Yes/NO for possessing the supporting documents	Average annual Financial Turnover certificate having a Unique Document Identification Number (UDIN) issued by a Practicing Chartered Accountant/ Cost Accountant having a membership number with Institute of Chartered Accountants/ Cost Accountants of India. Certificate having UDIN number specifying the financial Turnover of the Bidder during the 3 (three) financial years, as chosen by the Bidder, from a Chartered Accountant/ Cost Accountant based on the financial statements audited by statutory audit

Sl. No.	Particulars	Information to be furnished by bidder in Bid Submission Confirmation Sheet	Scanned copy of documents to be uploaded by Bidder in support of information/ declaration furnished in the BSC Sheet and submitted by the Bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)
	Member (where the Bidder is a JV), whose Financial Turnover is furnished and relied upon by the Bidder.		or exhibiting the information submitted by the Bidder in BSC Sheet as per clause no. 3.1 (d) of ITB of Bid Document. The foreign partner(s) should submit a Financial Turnover certificate based on IFRS (International Financial Reporting Standards) accounting standard, certified by a local practicing public accountant/audit firm, and duly vetted/endorsed by the relevant *Embassy/High Commission concerned, towards the authenticity of the document. (*Relevant Embassy/High Commission refers to the Embassy/High Commission in India of the country where the bidder has obtained the Turnover certificate or the country of origin of the bidder OR the Indian Embassy in the country where the bidder has obtained the Turnover certificate or the country of origin of the bidder.)
4.	**Working Capital:** Evidence of possessing adequate working	Confirmation in the form of Yes/NO for possessing the supporting documents	Certificate with UDIN of working Capital issued by a Practicing Chartered Accountant/ Cost

Sl. No.	Particulars	Information to be furnished by bidder in Bid Submission Confirmation Sheet	Scanned copy of documents to be uploaded by Bidder in support of information/ declaration furnished in the BSC Sheet and submitted by the Bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)
	capital (at least 20% of the "Estimated Annualized Cost Value" or "Estimated Total Cost Value whichever is less" of this work) inclusive of access to lines of credit.		Accountant having a membership number with Institute of Chartered Accountants/ Cost Accountants of India containing the information as furnished by Bidder through BSC Sheet as per clause no. 3.1 (e) of ITB of Bid Document. The foreign partner(s) should submit a working Capital Certificate, certified by a local practicing public accountant/audit firm, and duly vetted/endorsed by the relevant *Embassy/High Commission concerned, towards the authenticity of the document. (*Relevant Embassy/High Commission refers to the Embassy/High Commission in India of the country where the bidder has obtained the Turnover certificate or the country of origin of the bidder OR the Indian Embassy in the country where the bidder has obtained the Turnover certificate or the country of origin of the bidder.)

Sl. No.	Particulars	Information to be furnished by bidder in Bid Submission Confirmation Sheet	Scanned copy of documents to be uploaded by Bidder in support of information/ declaration furnished in the BSC Sheet and submitted by the Bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)
5.	Permanent Account Number (PAN)	Confirmation in the form of Yes/NO for possessing the supporting documents	Scanned copy of PAN card issued by Income Tax department, Govt. of India and Verifiable Tax Residency Certificate of respective country for each foreign partner, as applicable. **Note:** In case of JV, each Indian Member of JV should possess PAN and Verifiable Tax Residency Certificate of respective country for each foreign partner, as applicable.
6.	Goods & Services Tax (GST) Registration	Confirmation in the form of Yes/No regarding possessing of required document	a) **Status:** GST registered Bidder under regular scheme: **Document:** GST Registration Certificate (i.e., GST identification Number) issued by appropriate authority of India. [In case of Joint Venture, Bidder should submit scanned copy of GST status of Lead Member only].
7.	Legal Status of the Bidder	Confirmation in the form of Yes/No for possessing the supporting documents	The following documents in respect of Legal Status shall be uploaded by the JV Bidder: a. Scanned copy of JV Agreement containing name of members and

Sl. No.	Particulars	Information to be furnished by bidder in Bid Submission Confirmation Sheet	Scanned copy of documents to be uploaded by Bidder in support of information/ declaration furnished in the BSC Sheet and submitted by the Bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)
			Lead Member, Power of Attorney to the Lead Member and share of each Member etc. (**Annexure – II**). b. Board Resolution / Power of attorney or any sort of legally acceptable document (As applicable) of the respective JV 'Members' from the Board of Directors of the concerned Company, or from the partners of the entity, or from the proprietor, or from limited liability partnership or any legal entity authorizing the signatory of JV agreement on behalf of them. c. The document(s) (any of them as applicable) regarding legal status of all the individual Members of JV as mentioned below: Affidavit or any other document to prove Proprietorship/ Individual status of the Bidder. OR Partnership deed containing name of partners. OR

Sl. No.	Particulars	Information to be furnished by bidder in Bid Submission Confirmation Sheet	Scanned copy of documents to be uploaded by Bidder in support of information/ declaration furnished in the BSC Sheet and submitted by the Bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)
			Memorandum & Article of Association with certificate of incorporation containing name of Bidder. OR LLP Agreement with certificate of incorporation containing name of Bidder. OR Any other legal entity to submit the relevant document as per their constitution of business in the eye of law and are entitled to enter into such contracts. The document(s) (any of them as applicable) regarding legal status of eligible Bidders other than JV as mentioned below: i) Affidavit or any other document to prove Proprietorship/Individual status of the Bidder. OR Partnership deed containing name of partners. OR Memorandum & Article of Association with certificate of incorporation containing name of Bidder. OR

Sl. No.	Particulars	Information to be furnished by bidder in Bid Submission Confirmation Sheet	Scanned copy of documents to be uploaded by Bidder in support of information/ declaration furnished in the BSC Sheet and submitted by the Bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)
			LLP Agreement with certificate of incorporation containing name of Bidder. OR Any other legal entity to submit the relevant document as per their constitution of business in the eye of law and are entitled to enter into such contracts. ii) Board Resolution / Power of Attorney or any sort of legally acceptable document (As applicable) for the authority to submit the bid on behalf of the Bidder.
8.	Integrity Pact	Confirmation in the form of Yes/No for possessing the supporting documents	Bidders are required to accept the pre-contract integrity pact (**Annexure – I**) as available in the Bid document through Bid Submission Confirmation Sheet. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company/firm at time of execution of formal agreement. In case of JV, all members shall sign at the time of agreement.
9.	Public Procurement (Preference to Make	Confirmation in the form of Yes/No for possessing the supporting documents.	a. If the estimated value of Procurement is upto Rs. 10 (ten) crores, all

Sl. No.	Particulars	Information to be furnished by bidder in Bid Submission Confirmation Sheet	Scanned copy of documents to be uploaded by Bidder in support of information/ declaration furnished in the BSC Sheet and submitted by the Bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)
	in India) for "Local supplier".		the Bidders at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items. They shall also give details of the location(s) at which the local value addition is made, if applicable in the undertaking (**Annexure – IX**). b. In cases of procurement for a value in excess of Rs. 10 (ten) crores, all the Bidders at the time of bidding shall be required to provide a certificate with UDIN (**Annexure – IX**) in the name of bidder from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing cost accountant/ chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. They shall also give details of the location(s) at which the

Sl. No.	Particulars	Information to be furnished by bidder in Bid Submission Confirmation Sheet	Scanned copy of documents to be uploaded by Bidder in support of information/ declaration furnished in the BSC Sheet and submitted by the Bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)
			local value addition is made, if applicable.
10.	Undertaking to be uploaded by Bidder/s (on their letter head) regarding relatives as employees of Authority, EPF/CMPF, status of Debarment etc.	Confirmation in the form of Yes/No for possessing the supporting documents	An undertaking is to be given on Bidder's letter head as per the format given in the bid document (**Annexure – VIII**).
11.	Letter of Bid (**Annexure – VII**)	Confirmation in the form of Yes/No regarding acceptance of the Letter of Bid as per format given in the Bid Document.	NIL
12.	Code of Integrity for Public Procurement (CIPP)	Confirmation in the form of Yes/No for possessing the supporting documents	Bidders are required to accept the Code of Integrity for Public Procurement (CIPP) (**Annexure – III**) as available in the Bid document through Bid Submission Confirmation Sheet. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company/firm at time of execution of formal agreement. In case of JV, all Members shall sign at the time of agreement.
13.	Any other document to support the qualification information as submitted by the Bidder online		

GUIDELINES ON DEBARMENT OF FIRMS FROM BIDDING

CIL and its Subsidiary Companies shall follow the following guidelines for effecting 'Debarment of firms from Bidding' with a contracting entity in respect of Services Contracts.

1. Observance of Principle of Natural Justice before debarment of firm from Bidding. The bidder/contractor shall not be debarred unless such bidder/contractor has been given a reasonable opportunity to represent against such debarment (including personal hearing, if requested by the bidder/contractor).

2. The terms 'banning of firm', 'Suspension', 'Blacklisting' etc. convey the same meaning as of 'Debarment'.

3. The order of debarment shall indicate the reasons(s) in brief that lead to debarment of the firm.

4. The contracting entity may be debarred from bidding in the following circumstances: -

    i) Withdrawal of Bid as per relevant provisions of Bid Document.

    ii) If Successful Bidder fails to submit Performance Security Deposit & Additional Performance Security Deposit, if any, within stipulated time period and/or fails to execute the contract agreement within stipulated period as per the Bid Document.

    iii) If Successful Bidder fails to start the Work/ Service on scheduled time.

    iv) In case of failure to execute the Work/ Service as per mutually agreed Work/ Service schedule.

    v) Continued and repeated failure to meet contractual Obligations:

        a. In case of partial failure on performance, Contractor/ agency shall be debarred from future participation in tenders keeping his present contract alive.

        b. On termination of contract.

    vi) Willful suppression of facts or furnishing of wrong information or manipulated or forged documents by the Contractor/Agency or using any other illegal/unfair means to fulfil the eligibility criteria.

    vii) Formation of price cartels with other contractors/Agencies with a view to artificially hiking the price.

viii) The contractor fails to maintain/ repair/ redo the Work/ Service up to the expiry of performance guarantee period, when it is specifically brought to his notice.

ix) Contractor fails to use Mobilisation advance (if any) given to him for the purpose it was intended.

x) Contractor fails to renew the securities deposited to the department.

xi) The contractor fails to rectify any lapse(s) in quality of the Work/ Service done within defect liability period.

xii) Transgression of any clause(s) relating to Contractor’s obligation defined in the Integrity Pact wherever such Pact exists.

xiii) Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.

xiv) If it is determined that the bidder has breached the Code of Integrity for Public Procurement (CIPP) as provided in the Bid Document.

xv) False declarations (say, category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local) w.r.t Make in India Order.

xvi) In case of supply of sub-standard materials, sub-standard quality of Work/ Service, non-execution of work, non-supply of materials, failure to abide by bid securing declaration (if any) etc.

In case of price cartel, matter shall be reported to the Competition Commission and requesting, inter-alia, to take suitable strong actions against such firms.

5. Such ‘Debarment’, if any when effected, shall be with prospective effect only. The effect of ‘Debarment’ shall be for future contracts from the date of issue of such Order. No contract of any kind whatsoever shall be placed to debarred firm, including its allied firms after the issue of a debarment order by the entities in the jurisdiction mentioned in the order (DoE/MoC/CIL/Subsidiary Company (as applicable)). Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of tender (opening of first bid, normally called as technical bid, in case of two packet/two stage tendering) nor debarred on the date of contract (i.e., date of issue of Letter of Acceptance/ generation of GeM Contract, whichever is later).

In case, any debarred firms have submitted the bid, the same will be ignored. In case such firm is L–1, next lowest quoted firm shall be considered as L–1. Bid security/ EMD submitted by such debarred firms shall be returned to them.

LOA issued / Contract Concluded before the issue of the debarment order shall not be affected by the debarment Orders.

6. In case Subsidiary Company/CIL debarred the firm along with allied firms, if applicable as mentioned at Sl. No. 4, above, that a particular firm should be banned PAN CIL by debarring the firm from taking part in any bidding procedure floated by the CIL & it's Subsidiaries. Subsidiary Company may refer the case to CIL with the approval of CMD of company within 15 days after issuance of debarment order by procuring entity. For referring the case to CIL with a self-contained note setting out all the facts of the case and the justification for the proposed debarment, along with all the relevant papers and documents. However, if such 'debarment' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required.

7. In case CIL is of the view that a particular firm should be banned across all the Ministries/ Departments by debarring the firm from taking part in any bidding procedure floated by the Central Government Ministries/ Departments, CIL may refer the case to MoC with the approval of Chairman, CIL for referring the case to DoE with a self-contained note setting out all the facts of the case and the justification for the proposed debarment, along with all the relevant papers and documents.

   This shall be done only in that case where debarment has been done across CIL and its Subsidiaries.

8. The debarment shall be for a minimum period of one year and shall be effective for the concerned Subsidiary for the tenders invited at Subsidiary level. Similarly, in case of tenders of CIL HQ, debarment shall be for CIL HQ. The period of debarment shall not exceed 02 (Two) years. In case of clause (4)(vi) above, period of debarment shall be 02 (Two) years.

9. Once a contracting entity is debarred, it shall be extended to the constituents including allied firms of that entity, i.e. members (jointly and severally) in case of Joint Venture, all the partners (jointly and severally) in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm. The names of partners should be clearly specified in the Debarment Order. If such debarred owner/Proprietor/ Partner/member make/form different Firms/entity and attempts to participate in tenders, the same shall not be entertained during the currency of such debarment. In case the contracting entity being debarred is a Company then only the Company shall be debarred.

   Note: "Company" means a company incorporated under Companies Act 2013 or under any previous company law.

10. The above 'Debarment' shall be in addition to other penal provisions of Bid Document/Contract document.

11. Debarment in any manner does not impact any other contractual or other legal rights of CIL and/or its Subsidiaries.

12. In case of shortage of firms (less than three eligible firms) in a particular group, such debarments may also hurt the interest of CIL and/or its Subsidiaries. In such cases, endeavour should be to pragmatically analyse the circumstances, try to reforms the firm and may get a written commitment from the firm that its performance will improve.

13. **Approving Authority:** The 'Debarment' of a contracting entity shall be done with the approval of the Competent Authority as per the details below:

    a) In case the Accepting Authority of the Work/ Service is Board or CFDs or CMD of Company, then the Competent Authority for debarment shall be CMD of Company.

    b) In case the Accepting Authority of the Work/ Service is up to the level of Director of Company, then the Competent Authority for debarment shall be Director of Company.

14. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that period and it shall not be necessary to issue a specific formal order of revocation.

    A debarment order may be revoked before the expiry of the Order, by the competent authority, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.

15. Appellate Authority for debarment orders shall be CMD of Subsidiary Company in case of debarment is done with the approval of concerned Director. In case the debarment is done with the approval of CMD of the Subsidiary Company/ concerned Director of CIL, then Chairman, CIL shall be Appellate Authority. The appellate authority in case debarment is done with approval of Chairman CIL, shall be CFDs of CIL.

16. Any change on the above may be done with approval of CFDs of CIL.

17. All the orders of debarment or orders passed in appeal shall be marked to GM(CMC) / Civil / concerned HODs of CIL/Subsidiary Company/Nodal officers of CIL or Subsidiaries, as applicable. Nodal officers of CIL or Subsidiaries shall maintain the master data of such banned firms which shall be made available in the public domain (i.e. on the website of CPP Portal/CIL/Subsidiaries/GeM Portal, as per applicable permits).

18. Efforts shall be made by the concerned Department so that such order is linked to e-tender portal of Coal India Limited irrespective of mode of procurement.

Model

Service Level Agreement (SLA)

Continuous Miner

TABLE OF CONTENT

SERVICE LEVEL AGREEMENT (CONDITIONS OF CONTRACT)[1]

1 DEFINITIONS

"Authority" wherever occurs in the conditions, means the [************** name of subsidiary], with its registered office at [***********address], represented herein by its CMD/Director or his authorized representative or any other officer specially deputed for the purpose;

"Accounting Year" shall mean the financial year commencing from the first Day of April of any calendar year and ending on the thirty-first Day of March of the next calendar year, provided that, the first Accounting Year shall commence from the date of successful commissioning of Continuous Miner after completion of the Development Period and end on the thirty-first Day of March of the next calendar year and the last Accounting Year shall commence on the first Day of April of the calendar year during which the Transfer Date occurs and shall end on the Transfer Date. For the purpose of calculation, an Accounting Year shall be considered as 330 (three hundred and thirty) days;

"Annual Capacity" shall mean the quantities specified in the Annual Production Programme for each Accounting Year. The annual capacity shall be prorated for the time required to shift the equipment/continuous miner from one coal seam to another coal seam and overhauling the machines. However, the annual capacity shall not be prorated for the time period required in shifting the equipment/continuous miner from one District/Panel to another District/Panel in same coal seam;

"Annual Production Programme" shall mean the annual programme of production as mentioned in the Technical Document and **Annexure- XIV;**

"Annualized Contract Value" shall mean the value arrived after dividing Total Contract Value with the Contract Period as mentioned in the Technical Document;

"Applicable Laws" shall have the meaning set forth in Clause 18;

"Applicable Permits" shall mean all clearances, licences, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the construction, operation and maintenance of the Mines during the subsistence of this Agreement;

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[1] ***Instructions for project-specific customization***

Note 1: Serially numbered and Non-numerical footnotes in this tender document are for guidance of the Authority and should be omitted from the model tender document forming part of the Bidding Documents.

Note 2: All project-specific provisions in this tender document have been enclosed in square parenthesis and should be modified appropriately or omitted, as necessary, before issuing/uploading this tender document for online bidding by Bidders. The values or particulars specified within square brackets are only for guidance of the Authority while customizing this tender document for a specific project.

Note 3: The asterisks in this tender document should be substituted by project-specific particulars by the Authority before issuing and uploading this tender document for online bidding by Bidders.

"**Bid**" shall mean the documents in their entirety comprised in the Bid submitted by the selected Bidder in response to the Notice Inviting Tender in accordance with the provisions thereof and "**Bids**" shall mean the Bids submitted by any and all pre-qualified Bidders;

"Bidder (s)" shall mean any single entity or a JV which submits a Bid pursuant to this tender;

"CIL" shall mean Coal India Limited;

"Change of Scope" shall have the meaning set forth in clause 6;

"Change of Scope Notice" shall have the meaning set forth in clause 6;

"Change of Scope Order" shall have the meaning set forth in clause 6;

"Concurrent delays" shall have the meaning set forth in clause 7.2;

"Continuous Miner" means the technology with coal production system, which is continuous in nature and without deploying drilling and blasting as a major means of getting coal. The Continuous Miner so deployed should be suitable for deployment in the proposed seams as mentioned in the NIT and the technical Document;

"Continuous Miner Package(s)" shall include [1 Continuous Miner, at least 2 no's of shuttle cars/coal hauler (electrically/battery operated), 2 no's twin bolter, 1 feeder breaker, load center and other electrical arrangements, 1 no of load haul dumper (LHD), 2 no's auxiliary fans, 2 no's face pumps, 2 no's free steered vehicle (FSV) and 1 no's multi utility vehicle (MUV) required, communication arrangement and other equipment if any required for operation of the District/Panel];

"Contract or Agreement" means the notice inviting tender, the tender as accepted by the Authority and formal agreement entered into between Authority and the Contractor in the format of the Contract from herein including all annexures, thereto and all documents incorporated by reference therein;

"Contractor"/ "Contractors" wherever occurs means the successful Bidder who has been given written intimation about the acceptance of their Bid, deposited the Performance Security and shall include legal representative of such individual or persons composing a firm or a company or the successors of such individual, firm or company, as the case may be;

"Contract Period" shall have meaning set forth in clause 7.1;

"Day(s)" shall mean a day of 24 hours from midnight of one day to midnight of the next;

"**Delivery**" shall mean loading and delivery of Coal at the [trunk belt conveyor or any other conveying arrangement located at the outbye end of the District/Panel as mentioned in the Technical Document] and the terms"**Deliver**" and "**Delivered**" shall be construed accordingly;

"Development" means the drivage of series of roadways parallel to each other and also at angles forming blocks of coal to support super-incumbent strata, in order that their network reach pre-determined boundary.

“Development Period” shall mean a period of [18 (eighteen)] months, which shall commence from the date of issuance of LoA, till the Day on which production from Continuous Miner will commence or the first Day of 1st (first) Accounting Year. During the Development Period the successful Bidder will commission the total equipment package and all their incidental activities required for commencement of coal production;

“DGMS” shall mean the Directorate General of Mines Safety;

"District/Panel" means independent blocks of coal connected at one end to the main arterial transport and ventilation networks and at the other end extending up to the boundary or barrier of the adjacent district with the barrier extending on the other two sides of the district. The district is as such an independent production unit in an underground mine;

“Dispute” shall have the meaning set forth in clause 13.1.b;

“Drawings”/ “Plans” shall mean all:

a. drawings furnished by the Authority as a basis for proposals;
b. drawings submitted by Contractor with his proposal provided such drawings are acceptable to the Authority;
c. drawings furnished by the Authority to Contractor during the progress of the Work/ Service; if any and
d. engineering data and drawings submitted by Contractor during the progress of the work, provided such drawings are acceptable to the Engineer in charge.

“Engineer-in-charge” shall be an officer of the Authority and will be responsible for supervising and administering the Contract, certifying payment due to the Contractor, valuing variations to the Contract, awarding extension of time and valuing compensation events. Engineer in charge may further appoint his representatives i.e. another person/ Project Manager or any other competent person and notify the Contractor who is directly responsible for supervising the work being executed at the Site, on his behalf. However, overall responsibility as far as the Contract is concerned will be that of the Engineer in charge;

“Estimated Total Cost Value” shall mean the estimated value of Contract as mentioned in the Tender Notice and shall be a sum of ₹ [**amount**];

“Estimated Annualized Cost Value” shall mean the value arrived after dividing Estimated Total Cost Value with the Contract Period as mentioned in the Technical Document and shall be a sum of ₹ [**amount**];

“Geological Surprise” shall mean any geological situation which could not be predicted by reliable geological studies and includes but is not limited to cropping up of event of sudden reduction of thickness of seam or sudden and abrupt end of seam or existence of high undulation in the seam before reaching near to the end as predicted by reliable geological studies, which results in sudden termination of mining of the seam before extraction of planned amount of coal from the seam. Regarding Geological Surprise the opinion of the Authority shall be final;

“General Terms and Conditions (GTC)" shall mean the General Terms and Conditions (GTC) as per GeM Portal as amended from time to time;

“GeM Portal” shall mean the Government e-marketplace Portal**;**

“**JV**” shall have the meaning set forth in clause 2.2 under Instruction to Bidder;

“LoA” shall mean Letter of Acceptance to be given to the successful Bidder;

“Mining Charge” shall have the meaning set forth in clause 30;

“Monthly Capacity” for any month in an Accounting Year shall be the Annual Capacity for such Accounting Year pro rated for the months in such Accounting Year;

"**Mt**" shall mean a Million Tonne;

"Parties" shall mean the parties to this Contract collectively and "Party" shall mean any of the parties to this Contract individually;

“Production Period” shall mean the date of commencement of coal production from Continuous Miner after completion of Development Period till Transfer Date;

“Performance Security” shall have the meaning set forth in clause 4.1;

“Retention Money” shall have the meaning set forth in clause 4.4;

“RBI” shall mean Reserve Bank of India;

"Scope of the Project" shall have the meaning set forth in clause 27;

“Site” shall have the meaning set forth in clause no 11;

“TIA” shall mean Tender Inviting Authority;

“TAA” shall mean Tender Accepting Authority;

“Transfer Date” shall mean the date on which this Contract expires or is terminated pursuant to the provisions of this Contract;

"**Tonne**" shall mean a metric tonne equal to 1000 kg;

“Total Contract value” shall mean the value arrived by multiplying the Total Extractable Reserve (as mentioned in the Annual Production Programme) with the quoted base Mining Charge;

“Total Extractable Reserve” shall mean the reserve as mentioned in the technical Document and **Annexure-XIV**, shall be [*******] million tonne;

"Work/ Service" shall mean the work(s)/service 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 work(s) to be obviate any risk or accident or failure or become necessary for security;

"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;

For the purpose of calculating deadlines related to submission of any replies or furnishing of Performance Security, or compliance with any other contractual requirement, the date of issuance of the letter or communication shall be excluded. The timeline shall be computed from the next day following the date of issuance of letter or communication, whichever is later.

Words importing singular only shall also include the plural and vice-versa where the context so requires.

2 CONTRACT DOCUMENTS

2.1 The following documents shall constitute the Contract documents:

i. Scope of Work/Bill of Quantities and Annexures,
ii. Instructions to Bidder (ITB),
iii. Service Level Agreement / Conditions of Contract,
iv. GeM GTC and GeM SLA as linked in GeM Bid Document,
v. Forms of Securities and form of Article of Agreement,
vi. Integrity Pact,
vii. Finalised work programme,
viii. Guidelines on Debarment of firms from Bidding,
ix. All the documents of successful bidder,
x. All addenda/amendments thereto.

2.2 The Agreement will be signed in 2 (two) originals and Contractor shall be provided with one signed original copy. The Contractor shall be furnished, free of charge, two copies of Contract documents (certified true copies), except those drawings to be supplied during the progress of work. 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 Authority for the purpose. None of these documents shall be used by Contractor for any purpose other than this Contract and Contractor shall ensure that all persons employed for this Contract strictly adhere to this and maintain secrecy and confidentiality, as required of such documents.

2.3 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

3.1 The documents forming part of the Contract are to be treated as mutually explanatory of one another. 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 difference detected in the tender/tenders submitted, resulting from discrepancy between description in words and figures the rate which corresponds to the words quoted by the Contractor shall be taken as correct.

3.3 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.

4 SECURITY DEPOSIT

4.1 Security Deposit shall consist of two parts;

i) Performance Security[∞] and Additional Performance Security (if applicable) to be submitted upon award of work and
ii) Retention Money to be recovered from running bills.

The Security Deposit shall bear no interest.

4.2 Performance Security: Performance Security (first part of Security Deposit) should be 5 (five) % of Annualized Contract Value excluding GST or Total Contract Value excluding GST, whichever is less and should be submitted within 21 (twenty-one) days of issue of Letter of Acceptance (LoA) (excluding the date of issuance of LOA), by the successful Bidder in any of the form given below:

a) A Bank Guarantee (BG) in the form given in the bid document from any Scheduled Commercial Bank (as defined in section 2(e) of the RBI Act 1934). The BG issued by outstation bank shall be operative at its local branch [*****] or branch at [*****].

b) Govt. Securities, FDR (Scheduled Bank) or any other form of deposit Stipulated by the owner. Only the fixed deposit receipts (FDR) issued by one of the scheduled commercial banks are to be accepted. FDR, is required to be made out in favour of the company. FDR, which is in the name of the successful bidder/Contractor can also be accepted as a security provided a certificate that the deposit can be withdrawn only

∞ It shall be 5 (five) % of Annualized Contract Value excluding GST on demand or with the sanction of the pledge is recorded on the FDR and bank system, the same should be verified by executing dept.

It should be made clear to the successful bidder/contractors who had tendered F.D.R. as security, that they should advise the departments in time regarding refunds or renewal of their fixed deposit receipts and that the company will not be held responsible for any loss of interest, if timely intimation for refund or renewal of these receipts is not given. Executing officers concerned should also take prompt action for refund of the security deposit (if the contracts/works are fulfilled as per NIT) or for renewal of the security in time.

c) The successful bidder can also submit the Performance Security Deposit through NEFT/RTGS in the company bank account.

d) BG in electronic mode (e-BG) generated through NeSL, in the same form as mentioned at (a)

[Note: -

1. *The Performance Security can be submitted by the Joint Venture or one or more Members of the Joint Venture.*

2. *Securities in the existing contracts in form of bank guarantee may be replaced by the contractors to e-Bank Guarantee. Adequate safeguards such as such requiring prior submission of new forms of security before releasing the original forms of security shall be ensured.*

3. *BG in electronic mode (e-BG):*

    a. *Contractor has the option of submitting e-BG (Bank Guarantee in electronic mode) generated through NeSL (National E-Governance Services Limited).*

    b. *The e-BG is to be issued by the Bank and generated through NeSL in the format applicable for Performance Security / Retention Money as per Bid Document.*

    c. *The following details are to be mentioned in the Letter of Acceptance (LoA), provided to the Contractor during the award of the Work/Service so that they can contact their respective Banks for issuance of e-BG (generated through NeSL):*

Sl. No.	*Field*	*Description of Field*	*Information to be provided*
1	*UIN**	*UIN of the legal entity*	*Mandatory*
2	*Name*	*Name of the legal entity / department / area registered for UIN*	*Mandatory*
3	*Email ID*	*Email ID of the legal entity*	*Mandatory*
4	*Name of the Representative*	*Representative of the legal entity*	*Mandatory*

5	*Email ID*	*Email ID of the representative*	*(Optional)*
6	*Mobile Number*	*Mobile Number of the representative*	*Mandatory*
7	*Business Unit Code*	*Identifier of the department/Zones/Office*	*(Optional)*
8	*Contract Reference Number*	*PO reference, Tender ID etc*	*(Optional)*

d. Other provisions viz. timeline for submission of Performance Security, validity of the Bank Guarantee, refund of the Bank Guarantee / Security Deposit, Encashment etc. shall remain same for the e-BG as stipulated for the Bank Guarantee issued in conventional mode by the Banks.

e. The verification through SFMS is not necessary in the case of e-BG.]

However, the Authority may approve submission of Performance Security and Additional Performance Security (as applicable) beyond 21 (twenty-one) days by another 14 (fourteen) days with late fee @ 0.1% per day of Performance Security and Additional performance security Deposit (if applicable) beyond the period as provided.

The Earnest Money/Bid Security deposited is to be returned to the Contractor within 30 (thirty) days after submission and subsequent confirmation of Performance Security. The Earnest Money/Bid Security deposited may be adjusted against the Security Deposit (Performance Security) at Bidder's option.

In case the successful Bidder fails to submit the Performance Security and Additional Performance Security, if any, within the stipulated time then the following actions shall be taken:

i) Cancellation of award of work.

ii) Forfeiture of the Earnest Money/Bid Security.

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

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

Note: *Debarment shall be done as per Guidelines for Debarment of firms from Bidding.*

4.3 If Performance Security is provided by the successful Bidders in the form of Bank Guarantee it shall be issued at Bidder's option by any Scheduled Commercial Bank.

The validity of the Bank Guarantee shall be for a period of “01 (one) year” or “90 (ninety) days beyond the Contract Period/extended Contract Period (if any)”, whichever is later. However, if the Contract Period is for more than 03 (three) years, then period of validity of the BG should be for at least 03 (three) years with a provision that timely action for extension of the BG should be undertaken at least 03 (three) months before the end of its validity.

The subsequent extension shall be for a period of “01 (one) year” or “90 (ninety) days beyond the Contract Period /extended Contract Period” if balance period is less than 3 (three) years, else the process will repeat as above.

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

The BG shall be encashed at least 07 (seven) days (excluding date of intimation and bank holiday) prior to expiry of BG.

Bank Guarantee (BG) is to be submitted in the format prescribed by the Authority (**Annexure – IV**). Bank Guarantee shall be irrevocable and it shall be issued by any Scheduled Commercial 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 with Acknowledgment Due (AD). Original Bank Guarantee shall be accepted from Issuing Bank only. However, the paper BG would be operative only on receipt of 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 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	[********]	
IFSC 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))/ Speed Post etc.

Note: Debarment shall be done as per Guidelines for Debarment of firms from Bidding.

[***Note for Procuring Entity (Not to be part of Bid Document***:

(a) *The Engineer-In-Charge is advised to issue regular reminders and timely notices to the Contractor for timely submission of Performance Security and Additional Performance Security, if applicable.*

(b) ***Approving Authority for Forfeiture of EMD, any due amount & Cancellation of award****: The Tender Accepting Authority (TAA), limited to CMD of Company, shall be the approving authority.*

(c) *Approving Authority for Debarment of Bidders: Debarment of a bidder shall be carried out with the approval of the Competent Authority, in accordance with Guidelines on Debarment of Firms from Bidding.*

(d) ***Safe Custody and Monitoring of Securities****- As per prevalent Financial Manual.*

(e) *For release of BGs, the proposal shall be forwarded by EIC of the service/work with their recommendations in accordance with the contract conditions, for approval by the Competent Authority, i.e., Area GM with the concurrence of the Finance Division]*

4.4 Retention Money: All running "on account bills" shall be paid at 97 (ninety-seven) %. The balance 3 (three)% shall be treated as Retention Money ("Retention Money") and will be the second part of Security Deposit.

For Contract of more than one year, Retention Money may be refunded to the Contractor annually on submission of Bank Guarantee (format as per **Annexure-V)** of equivalent amount subject to satisfactory performance of the Contractor during the year.

The validity of the Bank Guarantee shall be for a period of "01 (one) year" or "240 (two hundred and forty) days beyond the period of contract/extended period of contract (if any)", whichever is later. However, if the contract period is for more than 03 (three) years, then period of validity of the BG should be for at least 03 (three) years with a provision that timely action for extension of the BG should be undertaken at least 03 (three) months before the end of validity.

The subsequent extension shall be for a period of "01(one) year" or "240 (two hundred and forty) days beyond the period of contract/extended period of contract" if balance period is less than 3 (three) years, else the process will repeat as above.

Not less than 30 (thirty) days prior to expiry of a Bank Guarantee, the Contractor shall furnish an extended, renewed or replacement Bank Guarantee to the Authority, failing which the Authority shall be entitled to, after giving 5 (five) days' notice to the Contractor, draw down the full remaining value of the Bank

Guarantee, and hold the amount as security for performance of the Contractor's obligations under this Agreement.

The BG shall be encashed at least 07 (seven) days (excluding date of intimation and bank holiday) prior to expiry of BG.

4.5 Refund of Security Deposit

The refund of Security Deposit shall be subject to Authority's right to deduct/appropriate its dues against the Contractor under this Contract or under any other Contract. On completion of the Work/Service and certified as such by the Engineer in charge, the Performance Security remaining with the Authority shall be refunded as per provisions of this NIT.

Performance Security and Additional Performance Security, if applicable (1st part of security deposit) shall be refunded within 60 (sixty) Days of the completion of the work. The date of completion of the work will be certified by the Engineer in charge.

Retention Money (2nd part of security deposit) shall be refunded within 150 (one hundred fifty) Days of the completion of the work. The date of completion of the work will be certified by the Engineer in charge.

Note: Before the refund of Retention Money, a "No Claim Certificate" shall be taken from the Contractor/Service Provider.

4.6 [Additional Performance Security (APS), if applicable[2]

Case I: There should be no provision in the Bid Documents regarding submission of Additional Security Deposit / Bank Guarantee (BG) in case of Abnormally Low Bids (ALB).

In case of ALB, the Authority 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, the Authority determines that the Bidder has substantially failed to demonstrate its capability to deliver the Contract at the offered price, the Authority may reject the bid/ proposal.

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[2] *It would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid. Due care should be taken while formulating the specifications at the time of preparation of bid document to have a safeguard against the submission of abnormally low bid from the bidder.*

However, 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 (as per DoP limited to CFDs, CIL/Subsidiary) to the authority competent to finalize the tender.]

Case II: If Additional Performance Security is applicable:

Additional Performance Security (APS) shall be applicable if the Bid Price (excluding GST) is below 15 (fifteen) % of the Estimated Total Cost Value (excluding GST) finalized by the Authority as on the base date i.e. the 10th day prior to the last date on which the tenders were stipulated to be received (including the last date of submission of bid as mentioned in the Bid Document prior to revision, if any). The amount of such APS shall be the difference between 85 (eighty five) % of the Estimated Total Cost Value (excluding GST) finalized by the Authority and Total Contract Value (excluding GST).

Additional Performance Security (APS) shall be furnished within a time period as mentioned in the submission of performance security clause of Bid Document.

In case the successful Bidder fails to submit the Additional Performance Security within the stipulated time then the following actions shall be taken:

i. Cancellation of award of work.

ii. Forfeiture of the Earnest Money/Bid Security/Performance Security (if submitted).

(In case successful Contractor has submitted the Performance Security but failed to submit the Additional Performance Security (if applicable). Performance Security shall be forfeited in place of EMD.)

iii. Any due amount to the Contractor against the work done shall be treated as a part of the damages suffered by the company and shall not be paid to the Contractor.
iv. The Company shall debar such defaulting Contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum 01 (one) year from the date of issue of such letter.

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

[Note for Procuring Entity (Not to be part of Bid Document):

(a) ***Approving Authority for Forfeiture of EMD/Performance Security (if submitted),*** *any due amount & Cancellation of award: The Tender Accepting Authority (TAA), limited to the level of CMD of Company CIL/Subsidiary, shall be the approving authority.*

(b) ***Approving Authority for Debarment of Bidders:*** *Debarment of a bidder shall be carried out with the approval of the Competent Authority, in accordance with the applicable Guidelines on Debarment of Firms from Bidding.]*

Additional Performance Security may be furnished in any of the forms as applicable for Performance Security.

The validity of the Bank Guarantee shall be for a period of “01 (one) year” or “90 (ninety) days beyond the period of contract/extended period of contract (if any)”, whichever is more. However, if the contract period is for more than 03 years, then period of validity of the BG should be for at least 03 years with a provision that timely action for extension of the BG should be undertaken at least 03 months before the end of validity.

The subsequent extension shall be for a period of “(01) one year” or “(90) ninety days beyond the period of contract/extended period of contract” if balance period is less than 3 years, else the process will repeat as above.

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

The BG shall be encashed at least 07 days (excluding date of intimation and bank holiday) prior to expiry of BG.

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

i. 30 (thirty) % of Additional Performance Security will be released after successful extraction of 60 (sixty) % of the Total Extractable Reserve.

ii. 50 (fifty) % of Additional Performance Security will be released after successful extraction of 80 (eighty) % of the Total Extractable Reserve.

iii. 100 (one hundred) % of Additional Performance Security will be released after successful extraction of the Total Extractable Reserve.]

5 TECHNICAL DOCUMENT AND PRODUCTION PROGRAMME

The Authority shall prepare and provide an approved Technical Document in **Annexure-XIII** of this Contract. The Contractor shall prepare a scientific study report with respect to design parameters as per the Technical Document for extraction of coal through Continuous Miner, after conducting required scientific studies as mentioned in the Scope of the Project. The Contractor shall submit this report to DGMS while applying for permission for the deployment of Continuous Miner.

The quantities specified in the Annual Production Programme for each Accounting Year shall be the “**Annual Capacity**”, and the “**Monthly Capacity**” for any month in an Accounting Year shall be the Annual Capacity for such Accounting Year pro rated for the months in such Accounting Year.

Where an Accounting Year is less than 330 (three hundred thirty) days, due to Hindrance, Force Majeure or reasons beyond control of the Contractor and certified by the Engineer in Charge, then the Annual Capacity for such Accounting Year shall be pro-rated accordingly. The Annual Capacity shall be prorated based on accumulated hours of stoppages due to Hindrance or Force Majeure or reasons beyond the control of the Contractor and certified by the Engineer in Charge.

6 CHANGE OF SCOPE

The Authority may, notwithstanding anything to the contrary, contained in this Contract, may require the provision of additional Works/ Services at the mines, which are not included in the Scope of the project as contemplated by this Contract, or reduce the Scope of the project (the "**Change of Scope**"). Any such Change of Scope shall be made in accordance with and subject to the provisions of this clause.

If the Contractor determines at any time that a Change of Scope is necessary for safety considerations or any unforeseen circumstances arising out of Force Majeure, it shall by notice in writing require the Authority to consider such Change of Scope. The Authority shall, within 15 (fifteen) Days of receipt of such notice, either accept such Change of Scope with modifications, if any, and initiate proceedings in accordance with this clause or inform the Contractor in writing of its reasons for not accepting such Change of Scope or for accepting such Change of Scope without any payment obligations hereunder, as the case maybe.

Any Works/Services which are provided under and in accordance with this clause shall form part of the Scope of the Project and the provisions of this Contract shall apply mutatis mutandis to such Works or services.

In the event of the Authority determining that a Change of Scope is necessary, it shall issue to the Contractor, a notice specifying in reasonable detail, the change in Works/Services contemplated thereunder **(the "Change of Scope Notice").**

Upon receipt of a Change of Scope Notice, the Contractor shall, with due diligence, provide to the Authority such information as is necessary, together with preliminary documentation in support of the options for implementing the proposed Change of Scope and the effects of each such option on the costs and time thereof (if any), including a detailed breakdown by work classifications specifying the material and labour costs calculated in accordance with the schedule of rates (if available) applicable to the Works/Services assigned by the Authority to its Contractors, along with the proposed premium/discount on such rates; provided that the cost incurred by the Contractor in providing such information shall be reimbursed by the Authority to the extent such cost is certified by the Engineer in charge as reasonable. In this regard, the Engineer in charge may call for details and appropriate documentation from the Contractor to verify such costs.

Upon receipt of information set forth in this clause, if the Authority decides to proceed with the Change of Scope, it shall convey its preferred option to the Contractor, and the Parties shall, thereupon make good faith efforts to agree upon the time and costs for implementation thereof. Upon reaching an agreement, the Authority shall issue an order **(the "Change of Scope Order")** requiring the Contractor to proceed with the performance thereof. In the event that the Parties are unable to agree, the Authority may, by issuing a Change of Scope Order, require the Contractor to proceed with the performance thereof pending resolution of the Dispute.

The provisions of this clause are applicable to construction works, tests, operation and maintenance of the mine.

7 PERIOD OF CONTRACT

7.1 Contract Period:

The Contract Period shall mean period starting on and from the date of issuance of LoA, till the Transfer Date. This Contract Period will be of [****] years from the date of LoA, which includes [18 (eighteen) months] of Development Period.

After completion of Development Period, if the Contractor without any reasonable cause or any valid reason commits delay in commencing production, the Authority shall without prejudice to any other right or remedy be at liberty, give 15 (fifteen) Days' notice in writing to the Contractor to commence the production, failing which the Authority reserves the right to forfeit the Performance Security and Additional Performance Security, if applicable. Additionally, the Authority shall debar such defaulting Contractor from participating in future tenders in concerned Subsidiary/Coal India HQ for a period of 1 (one) year from the date of issuance of such letter.

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

In case DGMS does not give permission for deployment of Continuous Miner for any reasons the Contract will stand terminated and no penal action (including forfeiture of Performance Security/Additional Performance Security, if any will be taken against the Contractor. The Contractor will bear their own cost for testing, scientific studies and obtaining DGMS approval for their equipment.

7.2 Hindrance:

On the happening of any of the following events or hindrances causing delay by the Contractor, the Contractor shall intimate immediately in writing to the Engineer in charge:

a. abnormally bad weather affecting mine operations;
b. serious loss or damage by fire;
c. inundation or sudden inrush of water;
d. delay on the part of the contractors or tradesmen engaged by the Authority not forming part of the Contract, holding up further progress of the work;
e. any Geological Surprise that could not be reasonably foreseeable; and
f. any other causes which, at the sole discretion of the Authority is beyond the control of the Contractor.

A "**Hindrance Register**" should be maintained for recording the hindrances arising out of the causes mentioned above. It shall be recorded by both the parties on daily basis. The contractor should also be given permission to write his observations / disagreement in the register. The delays will be determined solely based on 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 the Contractor. The decision of the Engineer in charge is final regarding Hindrance.

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.

"Concurrent delays" shall mean when two or more events responsible for delay overlap each other. The delays may be attributable to the Procuring Entity or the contractor or none and fall in above categories. The eligibility for extension of time (EOT) should be determined by plotting each contributing concurrent delay on the critical path. The Procuring Entity should see that the concurrent delays do not result in unnecessary extra extension of time.

Time extension of Contract Period on account of hindrance shall be granted by Area General Manager based on the recommendation of the Engineer-in-Charge of the Work during execution of Work/Service. The extension will have to be by Party's agreement, expressed or implied.

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 has to be communicated to the Contractor within 15 (fifteen) days.

7.3 Force Majeure

"**Force Majeure**" is herein defined as any cause which is beyond the control of the Authority or the Contractor as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

a) natural phenomena, including but not limited to floods, draughts, earthquakes and epidemics;
b) acts of any government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes, provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

The 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 (15) days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over 02 (two) months, if arising out of Force Majeure, the Contract may be terminated at the discretion of the Authority.

For delays arising out of Force Majeure, the 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 Authority nor the Contractor shall be liable to pay extra costs (like increase in rates, remobilisation advance, idle charges for labour and machinery etc.) provided it is mutually established that the Force Majeure conditions did actually exist.

If any of the Force Majeure conditions exists in the place of operation of the bidder even at the time of submission of bid, it will categorically specify them in its bid and state whether they have been taken into consideration in their quotations.

7.4 Extension of Contract Period

The Contract Period shall be extended, for the shortfall quantity of coal against the Total Extractable Reserve as mentioned in the Annual Production Programme, due to Hindrance, Force majeure or reasons beyond the control of the Contractor and certified by the Engineer in Charge, provided that, not later than 03 (three) months before the expiry of the Contract Period, the Parties may, with mutual agreement, extend the Contract Period for such further period and on such terms and conditions as the Parties may mutually agree, but not exceeding [01 (one)] year. Provided that, unless otherwise agreed by the Parties, the terms of this Agreement shall continue to apply for the extended period. However, whenever time extension is given to the Contractor for reasons for delay solely attributed to the Authority, price variation may have to be allowed on the discretion of the Authority depending on the conditions of the Contract. The bank guarantees, against security, shall be suitably extended, to take care of any extension granted.

Time extension of Contract Period shall be granted by the Authority based on the recommendation of the Engineer-in-Charge during the course of execution of the Contract.

For the purpose of calculation of no of days of production shortfall quantity, an Accounting Year shall be considered as 330 (three hundred and thirty) days. Stoppages of less than half an hour shall be disregarded entirely for the purpose of accumulation. One day of additional work shall be allowed for every 18 (eighteen) hours of stoppages accumulated due to Hindrance or Force Majeure or reasons beyond the control of the Contractor and certified by the Engineer in Charge. However, the actual hours worked on any holiday (apart from the 330 days of an Accounting year) will reduce the accumulated hours of stoppages on ‘hour by hour’ basis.

However, the Contractor shall make every reasonable effort to prevent or mitigate any delays and production shortfall as mentioned in the Annual Production Programme, working diligently to the satisfaction of the Engineer-In-Charge.

8 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/stone etc. the Contractor shall be responsible to produce [-100] mm size of coal.

9 MEASUREMENT OF EXTRACTION OF COAL

Before execution of work, the area from where coal / coal-measure-strata are to be extracted by Contractor shall be properly demarcated and a plan thereof shall be prepared, maintained and kept up-to-date at weekly intervals.

During the execution of the work, measurements shall be conducted at weekly intervals (if necessary at closer intervals), or more frequently (including daily measurements, if required). The measurements obtained shall be plotted on the same plan. Weekly survey Measurement shall be taken jointly by the Engineer-in-charge or his authorized representative and by Contractor or his authorized representative to find out the quantity of coal extracted and the production reported during the previous week shall be reconciled, based on the measurement.

After reconciliation, quantity of coal extracted as derived by the survey measurement shall be final and the record of such reconciliation shall be maintained and signed by the Engineer-in-charge or his authorized representative and by Contractor or his authorized representative.

For the purpose of determining the quantity of coal produced through survey measurement, the specific gravity of coal for the purpose of measurement shall be determined by a reputed agency as mutually agreed by the Authority and the Contractor on the basis of joint sampling of coal on regular basis. The cost of determining specific gravity of coal shall be borne by the Contractor.

Payment of Mining Charges to the Contractor shall be based on the tonnage corresponding to the in-situ volume as reconciled through survey measurements.

Before the commencement of extraction of pillars from an area, offset survey of the area shall be carried out and the quantity of coal (reserve) available in the area should be determined. Periodic offset survey shall subsequently be carried out with a view to find out the quantity of coal extracted from the area. The subsequent survey shall be so timed (as far as practicable) that the quantity of coal left in stooks can be determined before they become unapproachable, due to extension of goaf. This offset survey shall not, however, be necessary for reporting production but shall enable determination of percentage of extraction, which will be useful from conservation point of view.

In the event that future adoption of any innovative method or technology is deemed necessary for the measurement of extracted coal quantity, such adoption shall be subject to the mutual written agreement of both the Authority and the Contractor.

10 TERMS OF PAYMENT

The Contractor shall be paid on a monthly basis on per Tonne of coal produced & Delivered by it, which is jointly measured by Authority and the Contractor after withholding of any tax, duty, charges, cess or fee at source as may be applicable.

The Contractor shall submit bills for the work carried out in accordance with the Contract within 7 (seven) Days after the end of each month and payment shall be made monthly in Indian Rupees/Tonne of coal actually produced & Delivered by it.

75 (seventy five) % of the bill amount shall be paid within 10 (ten) Days from submission of bill. The Engineer-in-Charge shall verify the bills submitted by the Contractor. Balance payment of the approved/verified bill shall be made within 30 ((thirty) Days of submission of bill. All payments will be subjected to deduction of all taxes, duties, cess or fees (applicable on the date of receipt of tender) at source as may be applicable and adjustment of any amounts including all the penalties/damages due, to the Authority from the Contractor.

The Authority reserves the right to recover/ enforce recovery of any overpayments detected as result of post-payment audit or technical examination or any other means, notwithstanding the fact that amount of disputed claim, if any, of the Contractor exceeds the amount of such overpayment and irrespective of the fact whether such disputed claims of Contractor are the subject matter of dispute or not. The amount of such over payment may be recovered from the subsequent bills to be paid to the Contractor as per the terms of the Contract, failing which the Contractor shall pay the amount so recoverable on demand by the Authority. In case the Contractor fails to pay the amount demanded by the Authority under this clause the same shall be recovered from the Contractor's Performance Security or from any pending bills or any dues available.

In the event any amount in the bill submitted by the Contractor is disputed, Authority shall settle the same as per the resolution of the dispute. Final reconciliation of bills will be done at the end of every Accounting Year.

The Mining Charge applicable for the coal extracted prior to commencement of 1st Accounting Year, if any, shall be paid at the same Mining Charge as applicable for 1st Accounting Year.

11 DESIGNATED SITE/CHANGE OF SITE

The mining will be done in area identified in the plan of the respective Site (“**Site**”). The Contractor is required to mine in multiple horizons wherever required. The Contractor is required to win coal from [name of District(s)/Panel(s)] in [name of coal seams] and [name of sectors] for a period of [….] years at […. name of project] by deploying Continuous Miner.

Note: change of Site within the mines of same area because of Geological Surprise, non-availability of any statutory clearances or Applicable Permits in time etc. shall not be considered as radical change in the original scope and nature of the contracted work, for the purpose of this clause and shall be approved by the Authority[€]. Such change of site shall not require consent of the Contractor.

Authority 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, it may be decided by the Authority, 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 operate the Continuous Miner District/ Panel for extraction and Delivery of coal at the same quoted Mining Charge.

12 TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT

12.1 The Authority 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 Capacity of 70% (seventy percent) for a period of 6 (six) consecutive month or for cumulative period of 6 (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 Authority, not occurring due to any default of the Contractor.

Note: - In such cases the Contractor shall be debarred for minimum one year from participating in future bidding of the Authority allowing the present business to continue without going into termination of the Contract.

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 with individual dates of completion, on or before the date/dates of completion or as extended by the Authority, then on the

[€] The DoP of the Authority shall be decided as per the prevailing practice applicable in other manuals for “change of site” 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 Authority 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 Authority.

Or

f) obtains a contract with the Authority 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.

The Engineer-In-Charge may give a written notice; cancel/terminate the whole Contract or portion of it in default and debar the Contractor for minimum one year from participating in future bidding.

12.2 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 and Bankruptcy Code 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 Insolvency and Bankruptcy Code.

Or

b) In the case of the Contractor being a company, its affairs are under liquidation either by a resolution passed by the company or by an order of Court, not being a voluntary liquidation proceeding for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the Court on the application by the debenture holders of the company, if any.

Or

c) If the Contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 (twenty one) Days.

Or

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 Authority 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 Authority in this respect shall be final and binding which is to be intimated in writing to legal representative or to the partnership concern.

Or

e) fails to achieve a Monthly Capacity of 50% (fifty) for a period of 6 (six) consecutive month or for cumulative period of 6 (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 Authority, not occurring due to any default of the Contractor.

In such event, without prejudice to any other rights or remedies available to Company under Applicable Law and without being required to exercise or exhaust such rights or remedies, the Authority shall have the right to appoint another Contractor for the residual Contract Period as deemed fit by Company in its sole discretion.

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

a) The Authority may take possession of the Site and carry out balance work through any other agency.

b) The Authority may purchase the Continuous Miner Package, or any specified part of the Continuous Miner Package, from the Contractor. This purchase shall be executed by paying the depreciated value of the asset, subject to terms and conditions mutually agreed upon between the Authority and the Contractor;

c) 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.

d) 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 01 (one) year.

e) In such an event, the Contractor shall be liable for loss/damage suffered by the Authority because of action under this clause and to compensate for this loss or damage, the Authority 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 Authority.

Or

II. 20 (twenty) % of value of incomplete Work. The value of the incomplete Work shall be calculated for the remaining part of the Total Extractable Reserve (as per provision of Contract) at the awarded Mining Charge, 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 mentioned in clause 14.

f) The amount to be recovered from the Contractor as determined above, shall, without prejudice to any other right or remedy available to the Authority as per law or as per Contract, 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 (thirty) Days. In case of failure to pay the same the amount shall be debt payable.

g) 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 Contract 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.

h) The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the Authority shall not however arise in the case of termination of the Contract for death/demise of the Contractor as stated in clause 12.2 (d).

12.4 Suspension of Work

Authority shall have power to suspend the progress of the work or any part thereof and Authority 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 the 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 will be allowed by Authority equal to the period of suspension.

However, during the suspension of the contract, no claims for compensation, damages shall be entertained by the company. The Contractor shall adhere to all instructions issued by the Engineer-in-Charge regarding the suspension, and any resumption of work/service shall be carried out strictly as per further directions provided.

12.5 Foreclosure of Contract in full or in part

If at any time after acceptance of the tender, the Authority may decide to abandon or reduce the Scope of Work in following circumstances:

a) A drop-in requirement consequent upon change in geo-mining conditions not allowing Authority to proceed further being detrimental to the interest of Authority.
b) Continuation of Work may endanger safety and security of men and property of the Authority.
c) Causative events like land acquisition problems/problem of shifting of villagers etc.
d) Due to absence of environmental & forest clearance of any part of the working Site.

In the event of abandonment/reduction in the Scope of Work, the Authority 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, and relevant documents as may be necessary to enable the Engineer-in-charge to assess the amount payable. The Contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the Scope of Work, other than those as specified above.

Notwithstanding the above, penalties for shortfall in quantity, as stipulated under Clause 14, shall be applicable to the Contractor.

13 SETTLEMENT OF DISPUTES

13.1 DISPUTE RESOLUTION

a. Normally, there should not be any scope for dispute between the Authority/ buyer / Company and seller / Contractor after entering a mutually agreed valid contract. However, due to various unforeseen reasons, problems may arise during the contract, leading to a dispute between the Authority/ buyer / Company and the seller / Contractor. Therefore, the conditions governing the Contract should contain suitable provisions for the settlement of such disputes or differences binding on both Parties.

b. All disputes and differences between the Parties, as to the construction or operation of the Contract, or the respective rights and liabilities of the Parties on any matter in question or any other account whatsoever, but excluding the Excepted Matters (detailed below); arising out of or in connection with the Contract, within thirty (30) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the

Contract, that cannot be resolved amicably between the Engineer-in-charge and the contractor within thirty (30) days from one Party notifying the other of such matters, whether before or after the completion or termination of the Contract, shall be referred to as a “**Dispute**”.

c. The aggrieved Party shall give a ‘Notice of Dispute’ indicating the Dispute and claims, citing relevant contractual clauses to the Engineer-in-charge, and requesting to invoke the dispute resolution mechanisms as available in the Contract.

13.2 EXCEPTED MATTERS

Matters for which provision has been made in any clause of the contract shall be deemed as ‘excepted matters’ (matters not disputable), and decisions of the Company, thereon, shall be final and binding on the contractor. The ‘excepted matters’ shall stand expressly excluded from the purview of the Dispute Resolution Mechanism. However, where the Procuring Entity has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the contract, excepted matters shall include but not limited to:

a. Any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract (“**Third Party Claim**”), including, but not limited to, a Party’s right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.

b. Issues related to the pre-award tender process or conditions.

c. Issues related to ambiguity in contract terms shall not be taken up after a contract has been signed. All such issues should be highlighted before the contractor signs the contract.

d. Issues related to contractual action/ termination of contract etc., by the Company on account of fraud, corruption, debarment of contractors, criminal or wilful negligence of the contractor etc.

e. Issues that are already under investigation by CBI, Vigilance, or any other investigating agency or government.

f. Provisions incorporated in the contract, which are beyond the purview of the Company or are in pursuance of policies of Government, including but not limited to:

i. Provisions of restrictions regarding local content and Purchase Preference to Local suppliers in terms of the Make in India policy of the Government.
ii. Provisions regarding restrictions on Entities from Countries having land-borders with India in terms of the Government's policies in this regard.
iii. Purchase preference policies regarding MSEs and Start-ups.

13.3 SETTLEMENT OF DISPUTES WITH THE CONTRACTOR

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

The dispute is to be resolved as per following stages:

In first stage dispute shall be referred as given below:

Scenario	The dispute shall be referred to:
Where Area GM is not Engineer-in-charge (EIC) and EIC is under the administrative control of Area GM:	Area GM
Where Area GM is Engineer-in-charge:	HOD (concerned department), Subsidiary HQ
For Contracts executed at / through HQ level where HOD (concerned department) is not Engineer-in-charge (EIC) and EIC is under the administrative control of HOD	HOD (concerned department), Subsidiary HQ / CIL, as the case may be.
For Contracts executed at / through HQ level and HOD (concerned department) is Engineer-in-charge	Serving officer not below the rank of HOD / E8, nominated by concerned Director.

If dispute still persist even after 60 days (extendable by another 30 days with mutual consent) of receipt of representation to Engineer-in-charge, then the Dispute shall be attempted to be resolved, as far as feasible, before recourse to courts, in the sequence as mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein:

i. Adjudication
ii. Mediation

NOTE: While processing a case for dispute resolution/ litigation, the Company may take legal advice at appropriate stages.

13.4 Adjudication

a. After exhausting efforts to resolve the Dispute in the first stage as mentioned above, the contractor shall give a 'Notice of Adjudication' specifying the matters which are in question or subject of the dispute or difference indicating the relevant contractual clause(s), as also the amount of claim (item-wise) to the concerned Director, Subsidiary / CIL for invoking resolution of the dispute through Adjudication.

b. Concerned Director Subsidiary / CIL can himself be the Adjudicator or can nominate an Adjudicator (a serving officer of Subsidiary / CIL not below the rank of HOD / E8, as the case may be).

c. During his adjudication, the Adjudicator shall give the Contractor an adequate opportunity to present his case. Within 60 days (extendable by another 30 days with mutual consent) after receiving the representation, the Adjudicator shall make and notify decisions in writing on all matters referred to him. The parties shall not initiate, during the adjudication proceedings, any conciliation, arbitral (if available in the existing contracts) or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings.

   NOTE: If differences still persist, the settlement of the dispute or differences relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprise (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Department), shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 05/003/2019-FTS-10937 dated 14th December 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

   For other contracts, if not satisfied by the decision in adjudication, or if the adjudicator fails to notify his decision within the above-mentioned time-frame, the contractor may proceed to invoke the process of Mediation as follows.

13.5 Mediation

a. Any party may invoke Mediation by submitting "Notice of Mediation" to the CMD of concerned Subsidiary / CIL. A neutral third party, known as the Mediator, facilitates the mediation process.

b. The Mediation Act and a Mediation Agreement: The Mediation shall be conducted as per The Mediation Act 2023.

c. Guidelines for Mediation: Department of Expenditure, Ministry of Finance has issued guideline on Mediation. Government departments/ entities/ agencies are encouraged to adopt mediation under the Mediation Act 2023 and/ or negotiate amicable settlements to resolve disputes. Where necessary, e.g. matters of high value, they may proceed in the manner discussed below:

1. The Authority, may where they consider appropriate, e.g. in high-value matters (where amount of dispute / claim value is more than the DoP of concerned Director), constitute a High-Level Committee (HLC) (minimum 03 members) for dispute resolution, which may include the following (this composition is purely indicative and not prescriptive):

    I. A retired judge.
    II. A retired high-ranking officer and/ or technical expert.

2. In cases where a HLC is constituted, the Authority may either
    I. negotiate directly with the other party and place a tentative proposed solution before the HLC or
    II. conduct mediation through a mediator and then place the tentative mediated agreement before the HLC or
    III. use the HLC itself as the mediator.

3. This will enable decisions taken for resolving disputes in appropriate matters to be scrutinized by a high-ranking body at arms-length from the regular decision-making structure, thereby promoting fair and sound decisions in the public interest, with probity.

4. There may be rare situations in long-duration works contracts where a renegotiation of the terms may best serve public interest due to unforeseen major events. In such circumstances, the terms of the tentative re-negotiated contract may be placed before a suitably constituted High-Level Committee before approval by the competent authority.
5. Disputes where the methods outlined above are unsuccessful should be adjudicated by the courts.

d. Appointment of Mediator(s):

1. Mediators can be of any nationality and must be registered with the Mediation Council of India (MCI) or empanelled by a court-annexed mediation centre or empanelled by an Authority constituted under the Legal Services Authorities Act, 1987 or empanelled by a mediation service provider (MSP) recognised by MCI.

2. Within 30 days of receipt of the “Notice of Mediation”, the CMD of subsidiary / CIL after consultation with concerned legal department shall propose names of three likely mediators from its panel, asking the other party to choose one as Mediator. The mutually accepted mediator shall then be appointed to conduct mediation.

3. If parties do not agree on the Mediator, they can approach a mediation service provider ("MSP", recognised by MCI), who shall appoint a mediator based on the suitability and preferences of the parties within 7 days.

4. In contracts having an Integrity Pact, Independent External Monitors (IEMs) can be appointed as Mediators, as per the Standard Operating Procedure (SOP) issued by the Central Vigilance Commission (CVC).

5. After a Mediator is appointed, they must disclose any conflict of interest. Either party can seek a replacement of the Mediator after such disclosure.

e. **Venue:** Mediation must be conducted within the territorial jurisdiction of the Court, which has jurisdiction to decide the dispute unless both parties agree to do it online or at the HQ of the subsidiary / CIL where the contract has been executed.

Online Mediation: The Act allows parties to opt for online/ virtual Mediation, which shall be deemed to occur within the jurisdiction of a competent court. The Act also requires online mediation communication mechanisms to ensure confidentiality.

f. The Process:

1. The Mediator independently and impartially encourages open communication and cooperation between disputing parties to reach an amicable settlement, but he does not have the authority to impose a settlement upon the parties to the dispute. The parties shall be informed expressly by the mediator that he only facilitates in arriving at a resolution of the dispute and that he shall not impose any settlement nor give any assurance that the mediation may result in a settlement.

2. Unlike court proceedings, Mediation is informal and flexible and allows for creative problem-solving and exploration of various solutions. The Code of Civil Procedure or the Indian Evidence Act, 1872 shall not be binding on the mediator.

3. Confidentiality: Subject to the other provisions of the Mediation Act 2023, the mediator, mediation service provider, the parties and participants in the mediation shall keep confidential all the following matters relating to the mediation proceedings, namely: —
   I. acknowledgements, opinions, suggestions, promises, proposals, apologies and admissions made during the mediation;
   II. acceptance of, or willingness to, accept proposals made or exchanged in the mediation;
   III. documents prepared solely for the conduct of mediation or in relation thereto;
   IV. any other mediation communication.

V. No audio or video recording of the mediation proceedings shall be made or maintained by the parties or the participants, including the mediator and mediation service provider, whether conducted in person or online, to ensure the confidentiality of the mediation proceedings.

4. The mediator initially meets the parties separately and communicates the view of each party to the other to the extent agreed upon by them. He assists them in identifying issues, advancing better understanding, clarifying priorities, and exploring areas of the parties' responsibility, identifying common interests, and encouraging compromise. He then meets them jointly to encourage a mutually acceptable resolution. At any stage of the mediation proceedings, at the parties' request, the mediator may suggest a dispute settlement in writing.

g. **Termination of Mediation**: The process must be completed within 120 days, though parties can extend it by another 60 days through mutual consent. If Mediation is not completed within this timeline (120+60 days), the Mediator shall prepare a nonsettlement report without disclosing the cause of non-settlement or any other matter or thing referring to their conduct during mediation for the parties or the MSP. Mediation shall also stand terminated on a declaration of the mediator, after consultation with the parties or otherwise, that further efforts at mediation are no longer justified or on communication by party(ies) in writing, addressed to the mediator and the other parties that they wish to opt out of mediation.

h. **Mediated Settlement Agreement (MSA)**: As per Section 49 of Mediation Act, Notwithstanding anything contained in this Act, no dispute including a commercial dispute, wherein the Central Government or State Government or any of its agencies, public bodies, corporations and local bodies including entities controlled or owned by them is a party, the settlement agreement arrived at shall be signed only after obtaining the prior written consent of the competent authority of such Government or any of its entity or agencies, public bodies, corporations and local bodies, as the case may be.

If the parties resolve the dispute and execute a mediated settlement agreement ("MSA"), then the Mediation is successful. An MSA is a written agreement settling some or all disputes and may extend beyond the disputes referred to mediation. It must be valid under the Indian Contract Act, signed by both parties and duly authenticated by the Mediator for the parties or the MSP. The Act provides options for MSA registration. During the pendency of proceedings, parties can also execute other agreements, settling some of the subject- matter disputes.

1. Challenge to MSA: MSA can be challenged within 90 days on limited grounds of (a) fraud, (b) corruption, (c) impersonation, and (d) subject matter being unfit for Mediation.
2. Execution of MSA: If there is no challenge or a challenge is unsuccessful, the Act ensures that the MSA is binding and enforceable, akin to a judgment or decree. This means that if one party fails to

comply with the MSA, the non-defaulting party has a right to enforce it through the Court.

3. Costs: The parties shall equally bear all costs of mediation, including the fees of the mediator and the charges of the mediation service provider.
4. No claim of Interest during Mediation proceedings: Parties shall not claim any interest on claims/counter-claims from the date of notice invoking Mediation till the execution of the settlement agreement if so arrived. If parties cannot resolve the dispute, either party shall claim no interest from the date of notice invoking Mediation until the date of Termination of Mediation Proceedings.
5. The parties shall not initiate, during the mediation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the mediation proceedings.

14 PENALTY FOR SHORTFALL IN COAL PRODUCTION

The Contractor shall extract coal as per the Annual production Programme from the mining District(s)/ Panel (s) and deliver the same on the [trunk belt conveyor or any other conveying arrangement located at the outbye end of the District/Panel as mentioned in the Technical Document].

Penalty

In case, the Contractor fails to meet the agreed Annual Production Programme (APP), he shall be pay penalty as indicated below:

Actual Production in % of Annual Production Programme	**Penalty to be Deducted**
100% to 90%	10% of Mining Charge multiplied by the difference between the Actual Production and Annual Production Programme of that Accounting year.
90% to 80%	a) 10% of Mining Charge multiplied by 10% of the Annual Production Programme (being the difference between 100% and 90% of the Annual Production Programme) of that Accounting year; and b) 20% of Mining Charge multiplied by the difference between the Actual Production and 90% of the Annual Production Programme of that Accounting year.
80% to 70%	a) 10% of Mining Charge multiplied by 10% of the Annual Production Programme (being the difference between 100% and 90% of the Annual Production Programme) of that Accounting year; and

	b) 20% of Mining Charge multiplied by 10% of the Annual Production Programme (being the difference between 90% and 80% of the Annual Production Programme) of that Accounting year; and c) 30% of Mining Charge multiplied by the difference between the Actual Production and 80% of the Annual Production Programme of that Accounting year.
Less than 70%	a) 10% of Mining Charge multiplied by 10% of the Annual Production Programme (being the difference between 100% and 90% of the Annual Production Programme) of that Accounting year; and b) 20% of Mining Charge multiplied by 10% of the Annual Production Programme (being the difference between 90% and 80% of the Annual Production Programme) of that Accounting year; and c) 30% of Mining Charge multiplied by 10% of the Annual Production Programme (being the difference between 80% and 70% of the Annual Production Programme) of that Accounting year; and d) 40% of Mining Charge multiplied by the difference between Actual Production and 70% of the Annual Production Programme of that Accounting year. In addition, the Agreement will be reviewed as per clause 12.1 (b) by a review committee duly constituted by the Authority.

Payment of coal production during Production Period will be made monthly. The interim adjustment for penalty will be done quarterly and the final adjustment will be made on the basis of coal production in that particular Accounting year.

15 SUB-CONTRACTS

The Contractor shall not entrust any part of the Contract to a sub-contractor and shall not assign or transfer its obligations under the Contract, except with prior written permission of Authority.

If any subcontract(s) is/are assigned or transferred by the Contractor under this Contract with prior written permission of Authority, the Contractor shall not be relieved or absolved of its obligations under the Contract and the Contractor shall retain responsibility in full for any act, omission, breach or negligence arising out of any such assignment or transfer. The Contractor must ensure any sub-Contractor so approved by the Authority observes all the provisions of the Agreement as if the sub-contractor is also a party to this Agreement.

16 CERTIFICATE NOT TO AFFECT RIGHT OF AUTHORITY AND LIABILITY OF CONTRACTOR

No interim payment certificate of the Engineer in charge, nor any sum paid on account, by the Authority, nor any extension of time for execution of the Works granted by the Engineer in Charge shall affect or prejudice the rights of the Authority against Contractor or relieve Contractor of its obligations for the due performance of the Contract. Nor the same shall be interpreted as approval of the Works done or of the equipment furnished. Nor the same shall create liability for the Authority to pay for alterations, amendments, variations or additional Works unless not ordered, in writing, by the Engineer in charge. Nor the same shall discharge the liability of Contractor for the payment of damages due, ascertained, or certified or not, or any sum against the payment of which he is bound to indemnify the Authority. Nor shall any such certificate or any acceptance by the Engineer in charge of any sum paid on account or otherwise, shall affect or prejudice, the rights of Authority and liability of the Contractor.

17 DGMS/OTHER STATUTORY APPROVALS

All equipments/goods requiring permission under the law and to be supplied under the Contract must be approved by the Director General of Mines Safety (DGMS) for use in gassy coal mines. Approval has to be obtained by Contractor at his own expense.

DGMS approval for deployment of Continuous Miner Package (approved by DGMS) in the underground mine for development & depillaring would be obtained by the Authority with the help of Contractor. The Authority would put up application and Contractor will provide all necessary assistance to the Authority for obtaining DGMS approval.

If any permission under law and/or approval by the Directorate General of Mines Safety (DGMS) is required for any equipment, machinery and goods to be supplied by the Contractor for use in coal mines, such necessary permission and approvals shall be obtained by the Contractor at Contractor’s own expense.

The Contractor shall at all times exercise reasonable precautions for the safety of employees in the performance or execution of the Contract and shall comply with all applicable provisions of laws, rules, regulation and orders enacted or passed by the Central Government or State Government or local or other statutory Authority.

The Contractor shall during the course of Contract undertake strata monitoring, underground environment monitoring and all other monitoring as may be required for effective operation and safety or as suggested by DGMS.

18 APPLICABLE LAWS

The Contract shall be governed by the laws of India being in force. All laws, brought into force and effect by Government of India or the Government of any State, including rules, regulations and notifications made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the parties hereunder, as may be in force and effect during the subsistence of this Contract.

The Contractor shall observe all the safety rules and regulations as required under the statutory Acts of the Government of India including Mines Act 1952 and Coal Mines Regulation 2017 etc. The Contractor shall ensure compliance of all such laws applicable in connection with the performance of the Contract and diligently observe and comply with all such laws.

Authority shall have the right to object to an unsafe practice followed by the Contractor and direct that the work be carried out in a safe manner.

19 INSURANCE

The Contractor shall carry and keep adequate insurance coverage during the term of this Agreement for the Contractor's employees, the coal mine, the Continuous Miner equipment and facilities including handling and transportation facilities and, third party Liability policies and Motor vehicle insurance covering own damage, third party Property damage and third party Personal Injury insurance to the satisfaction of the Authority. The Contractor shall submit to the Authority copy of the insurance policies procured by the Contractor for the purpose of the work(s).

The Contractor shall indemnify the Authority against any losses as above that may result due to lack of required insurance cover.

The Contractor shall take full responsibility and precautions including the following obligations, to prevent loss or damage to the Works for any reason 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:

i) The Contractor shall at all times during the pendency of the Contract indemnify the Authority against all claims, damages or compensation under the provisions of the Employee's Compensation Act and shall take insurance policy cover for all risk, claims, damages or compensation payable under the Employee's Compensation Act or under any other law relating thereto.

ii) The Contractor shall pay directly the ex-gratia amount of Rs. [25 (twenty five)] Lakhs to the dependent of the deceased workman/employee, as per the terms of Contract or through insurance Authority by availing Group personal accident insurance policy for all its workers before commencement of the Contract which shall be renewed periodically to cover the entire term of the Contract. No reimbursement shall be made on this account by the Authority.

iii) In order to comply with the above provisions, the Contractor shall immediately on signing of Contract, obtain group personal accident insurance in respect of the workmen engaged in mining activities to assure such payment of Rs. [25 (twenty five)] Lakhs in case of death in mine accident within 30 Days. A proof to such effect shall be produced to the satisfaction of the Authority before commencement of the work. However, the responsibility of payment of special relief/ex gratia amount shall lie exclusively with the Contractor.

iv) 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 its dues either in the same and/or other subsidiaries/CIL.

v) The Contractor shall ensure that the insurance policy(ies) are kept alive till full expiry of the Contract by timely payment of premiums and shall not be cancelled without the approval of the Authority and a provision is made to this effect in all the policies, and shall ensure that similar insurance policies are also taken by its subcontractors, if any. The cost of premiums shall be borne by the Contractor and it shall be deemed to have been included in the quoted Mining Charge.

vi) In the event of Contractor's failure to effect or to keep in force the insurance policy referred to herein above or any other insurance which the Contractor is required to effect under the terms of the Contract, the Authority may effect and keep in force any such insurance and pay such premium(s) as may be necessary for that purpose from time to time and recover the amount from any money due to the Contractor by the Authority.

The Contractor shall whenever required produce before Engineer in charge the policy or policies of insurance and receipt of payment of the current premium.

20 ACCESS TO SITE AND WORKS ON SITE

Suitable access to and possession of the Site shall be accorded to Contractor by the Authority in reasonable time.

In the execution of the Works, no persons other than Contractor or his duly appointed representative and workmen, shall be allowed to do work on the Site, except by the special permission, in writing of the Engineer in charge or his representative.

Contractor shall establish a Site office and deploy an authorised representative for the purpose of the Contract. Any written order or instruction of the Engineer in charge or his duly authorised representative shall be communicated to the said authorised representative of the Contractor and the same shall be deemed to have been communicated to the Contractor at its legal address.

21 COMPLETION OF CONTRACT

On completion of the Contract Period and notifying the same by Contractor to the Engineer in charge, the Completion Certificate shall be issued by the Engineer in charge. Payment of final bill shall be made thereafter and refund of security deposit shall, however, be made as per relevant clause of the Contract.

22 STANDARDS AND TECHNICAL SPECIFICATIONS

The Equipment/Goods supplied under this Contract shall be designed and manufactured as per IEC standards and provisions of Indian Electricity Rule.

All equipment, components and appliances approved by the Directorate General of Mines Safety (DGMS) shall only be used for the purpose.

23 PATENT RIGHTS

The Contractor shall indemnify Authority against all third-party claims for infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India. Authority should be compensated for all losses (including the legal expenses) caused to it consequent to the third party claims.

Indemnifying Procuring Entity regarding Intellectual Property (IPR): All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and remain the property of the procuring entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the procuring entity's prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the procuring entity, together with a detailed inventory thereof. The Contractor shall indemnify the procuring entity against any breach of third party's IPR. The Contractor (and its allied firms) shall maintain confidentiality and secrecy of procuring entity's information provided to it (or that it comes across during execution of Contract).

24 DEPLOYMENT OF EQUIPMENT

For Contract Period of 3 (three) years or more, the Contractor is free to deploy new equipment from the commencement of extraction of coal. However, if they choose to deploy old equipment, initially it shall be permitted for a maximum period of one year from the date of commencement of work. Subsequently, the Contractor shall deploy only new equipment from 2nd (second) year onwards, calculated from the date of commencement of work, or from an earlier date as deems fit. However, it is not mandatory to deploy new equipment for Contract Period less than 3 (three) years. In any case, i.e old or new, the equipment shall be approved by DGMS and in order.

The Contractor shall be responsible for the successful installation and commissioning of all the equipment/ Continuous Miner Package supplied, ensuring that it meets the standards and specifications as outlined in the tender document.

The list of equipment/ Continuous Miner Package including technical specification to be deployed by the successful bidder is given in **Schedule-I.**

For the purpose of calculation of productivity of Continuous Miner:

- productivity of standard height Continuous Miner (SHCM) shall be taken as [0.6 Mty]; and

- productivity of low height Continuous Miner (LHCM) shall be taken as [0.4 Mty].

The Contractor shall undertake the overhauling of the equipment as per requirement of the technical manual of the said equipment with prior permission of the Authority.

25 SIGNING OF THE CONTRACT

The Contract shall be deemed to have come into existence after issuance of the LoA**.** The formal Contract Agreement, in the format prescribed in **Annexure-XII**, shall be executed between the Authority and the Contractor within 14 (fourteen) days after submission of the Performance Security and/or Additional Performance Security, if applicable.

26 GENERAL ADDITIONAL ISSUES

The Mining Charge shall be inclusive of all incidental over-heads, leads, lifts, carriage, moving equipment within the mine and mine- to- mine, waiting time for any reason whatsoever, bridge toll, cess, or entry tax imposed by local or Government Authority, all taxes (excluding GST and GST Compensation cess) up to the last date of submission of Bid, any other charges as may be applicable for mobilization of equipment. It shall be deemed that the Contractor had visited the Site and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the Site or not and have taken all the factors into account while quoting the Mining Charge.

Authority shall not pay any charges connected with withdrawal of the equipment after completion of awarded work under scope. On receipt of LoA issued by Authority for acceptance of the tender, the Contractor shall sign the agreement or Contract issued by Authority in the proper departmental form for the due fulfilment of the Contract.

27 SCOPE OF THE PROJECT

The Scope of the Project for the Contractor shall mean and include, during Contract Period:

i) undertaking/ conducting scientific studies required for obtaining Directorate General of Mines Safety ("DGMS") permission for the Introduction of Continuous Miner Packages by a reputed agency who have the expertise and experience for design/planning and acceptable to the Authority and DGMS. The scientific studies shall include but not limited to pillar stability, parting stability, unsupported span stability, study for effect of dead load of overburden dumps over the District(s)/Panel(s) and subsidence prediction;

ii) detailed designing, mine construction and winning of coal without blasting from the [name of districts] in [name of coal seams] and [name of sectors] of [name of the colliery/ underground mine] of [name of the CIL subsidiary] by deploying [****** sets of Standard Height Continuous Miner Packages (SHCM) and ****** sets of Low Height Continuous Miner Packages (LHCM)] on hiring basis to ensure extraction of coal of pre-determined quantity & quality for the Authority;

iii) support the roof suitable in accordance with approved Strata Control and Monitoring Plan (SCAMP) under Coal Mines Regulation (CMR) 2017;

iv) any other activities required for extraction of coal through Continuous Miner Packages from the District(s)/Panel(s) not specifically mentioned in the Bid Document;

v) to deploy, operate and maintain the required sets of Continuous Miner Packages and ancillary equipment required to extract coal as given against each Accounting Year in Annual Production Programme & transport coal from working face(s) up to [trunk belt conveyor or any other conveying arrangement located at the outbye end of the District/Panel as mentioned in the Technical Document];

vi) to provide all necessary equipment, spares, consumables, materials plant and machinery as required for each Continuous Miner Package. All equipment spares, consumables, materials, plant and machinery intended to be used by the Contractor for the purpose of the Contract should be in good working condition and shall conform to the Contract;

vii) marching of Continuous Miner Package as required for its operation for extraction of coal;

viii) to undertake ventilation inside the district(s). It includes auxiliary ventilation at the working faces as per Coal Mines regulation (CMR) 2017 and construction and maintenance of ventilation stoppings within the district upto the last ventilation connection;

ix) to undertake illumination as required under law inside the district(s) including the lighting of the area/face of mining operation by Continuous Miner Packages;

x) pumping water from the active working faces to the nearest sump as per the Technical Document;

xi) Electric power shall be made available at a single point at the outbye of the District(s)/Panel(s). The Contractor shall, at its own cost, provide all necessary cabling/wiring, switchboards, switchgear, and related installations, and shall be solely responsible for their safe operation and maintenance. The internal power distribution within the District(s)/Panel(s) shall be carried out by the Contractor at his own cost in accordance with the approved layout. Any shifting, modification, or rerouting of the distribution system required during the execution of the Work, whether for continuity of operations or due to any unforeseen circumstances shall be undertaken by the Contractor at his own cost.

xii) procurement of all the Applicable Permits;

xiii) procure, install and maintain all the facilities required within the district (s). It includes but not limited to face communication, support, lighting, pumping, loading and transport of coal up to [trunk belt conveyor or any other conveying arrangement located at the outbye end of the District/Panel as mentioned in the Technical Document], power supply, water, support material, and environment tele monitoring system in the district as per applicable law;

xiv) extraction, delivery of coal from working face (s) up to the [trunk belt conveyor or any other conveying arrangement located at the outbye end of the District/Panel as mentioned in the Technical Document] with due regard to safety and in accordance with the provisions of this Bid document;

xv) installation, shifting, extension, operation and maintenance of belt conveyor required inside the District/Panel;

xvi) cleaning of fallen coal on the routes between Continuous Miner & feeder breaker for ensuring smooth transportation & loading/unloading of coal from coal carrying vehicles;

xvii) operation and maintenance of the District(s)/Panel(s) in accordance with the provisions of this Bid document and the Applicable Laws;

xviii) The Contractor shall arrange adequate water supply for the work at its own cost. Mine water, if available, may be used free of charge, with pumping and distribution being the Contractor's responsibility. Drinking water, if available, shall be provided free of cost by the Authority at one point in the District/ Panel; however, its distribution and any alternative arrangements in case of interruption shall be made by the Contractor at its own cost;

xix) recruitment and payment of wages as per high power committee recommendation (notified and prevalent during execution 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 and other benefits to workmen and manpower as per the statutes/Applicable Laws. Current HPC Wages of different categories of worker as mentioned at **Annexure-XV**;

xx) performance and fulfillment of all other obligations of the successful Bidder in accordance with the provisions of this Bid document and matters incidental thereto;

xxi) to depute adequate qualified and competent personnel/engineers to supervise the entire assembly, erection and commissioning of equipment/ package, test run and maintenance. It shall be the responsibility of the Contractor to arrange for installation commissioning and provide all consumables required to meet the Scope of the Project;

xxii) all safety aspects and compliance inside the district(s). All safety requirements and notifications contained in Applicable Law and circulars issued by DGMS from time to time shall be followed. Further the Contractor shall ensure that the appointment / employment of all the persons shall be in strict compliance with the Mines Act 1952 and all rules and regulations made under it;

xxiii) [Any other scope as required for the project].

28 OBLIGATIONS OF AUTHORITY

The Authority shall

i. [provide power on chargeable basis, at a single point at the outbye of the District(s)/Panel. Metering devices shall be installed to record energy consumption, and the applicable tariff shall be recovered in accordance with Company rules. No additional payment or extension of the Contract Period shall be admissible on account of power failure or any delay in providing power due to non-availability of such facilities near the work site. No idle wages shall be payable on this account];

ii. provide explosives including all blasting accessories on chargeable basis;

iii. provide water pipeline of required capacity upto gate end belt of the District(s)/Panel(s). The Contractor shall be responsible for onwards distribution of water inside the District(s)/Panel(s);

iv. [provide accommodation for the Contractor’s employees, if available on chargeable basis subject to availability];

v. provide statutory manpower as required for supervision;

vi. installation and maintenance of belt conveyor for transportation of coal from the outbye end of the District(s)/ Panel(s) upto pit top;

vii. construction and maintenance of permanent isolation stopping within the district upto the last ventilation connection;

viii. upon written request from the Contractor, provide reasonable assistance to the Contractor in obtaining access to necessary infrastructure facilities and utilities, including water (portable and industrial use) and electricity;

ix. assist in procuring statutory clearances as required for the operation of Continuous Miner package inside the District(s)/ Panel(s);

x. provide space for storage of spares and consumables at surface/pit top;

xi. provide existing available workshop facility for carrying out repair and maintenance of Contractor's equipment;

xii. [Treatment facilities available at the Authority's hospitals and dispensaries may be extended to the Contractor's workers, if the Contractor opts to avail such facilities. Treatment at the Company's hospitals/dispensaries shall be provided free of cost, limited to the availability of medicines, pathological investigations, and surgical treatment. OPD medical facilities to be extended to the spouse and children of the Contractor's workers up to the age of eighteen (18) years at Authority's hospital/ dispensaries co-terminus with the Contract Period, as per applicable rules of the Authority];

xiii. procure statutory clearances including environment clearance and forest clearance;

xiv. upon written request from the Contractor, and subject to the Contractor complying with Applicable Laws, provide all reasonable support and assistance to the Contractor in procuring Applicable Permits required by the Contractor for performance of its obligations under this Agreement;

xv. provide available geo-technical data for the project to help Bidder. The Contractor shall at all times conform to the provisions of Mining Plan, or any modification thereof, as may be approved in accordance with Applicable Laws.

xvi. provide the information/documents to the extent available, to the Contractor for reference only for undertaking Site investigations. However, this does not relieve the Contractor from responsibility of any loss or damage accrued from not undertaking scientific investigations;

xvii. avoid omissions of any act, deed or thing or avoid commission of any contrary act, deed or thing which may in any manner be violation of any of the provisions of this Agreement; and

xviii. support, cooperate with and facilitate the Contractor in the implementation and operation of the project in accordance with and subject to the provisions of this Contract.

29 DELIVERY OF COAL

The Contractor shall Deliver coal at the [trunk belt conveyor or any other conveying arrangement located at the outbye end of the District/Panel as mentioned in the Technical Document] located at the outbye end of the District(s)/Panel(s), at its own cost and expense.

30 SELLING OF COAL

The Parties to this Contract agree that the coal extracted using the Continuous Miner Package belongs to the Authority (having proprietary rights over the extracted Coal). The total sale proceeds received from the buyer(s) shall go to the Authority.

The Authority shall pay to the Contractor only the Mining Charge per Tonne of coal Delivered by the Contractor in accordance with the provisions of this Contract (the "**Mining Charge**"). The rate applicable for the production achieved prior to commencement of 1st Accounting Year, if any, shall be the rate applicable for 1st Accounting Year.

31 PRICE ESCALATION

Mining Charge shall be adjusted quarterly for increase and decrease in rate and prices of items mentioned hereunder in accordance with the following principles and proceedings as per formula given in this clause.

[65% (sixty five per cent)] of the component shall be fixed and shall not be subjected to any escalation whatsoever. The price adjustment shall be applicable on labour, electricity and machinery parts/spares cost variation only.

The price adjustment shall be determined in accordance to the formula provided hereinafter and shall be applicable to labour, electricity and machinery parts/spares cost variation only.

$MF_{ne} = MF_0 + V_l + V_e + V_m$

Where,

n = nth quarter
MF_{ne} is Mining Charge per Tonne of coal for nth quarter adjusted for price variation
MF_0 = Mining Charge per Tonne of coal as specified in the Contract
V_l = Adjustment for labour cost
V_e = Adjustment for electricity cost
V_m= Adjustment for machinery parts/spares cost

The various adjustments are described below:

A. **Adjustment on labour component**

$\mathbf{V_l = (P_l/100) \times MF_0 \times (L_n - L_0)/ L_0}$

Where,

MF_0 = Mining Charge per Tonne of coal as specified in the Contract.
P_l = Percentage of labour component, to be taken as [10%].
V_l = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates on Labour Component.
L_n = 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.
L_o = Rate of Wages including VDA per day of unskilled worker as per HPC recommendations, published by CIL, related to 10th day prior to the last date on which the tenders were stipulated to be received (including the last date of submission of bid as mentioned in the Bid Document prior to the revision, if any).

B. **Adjustment on electricity component**

$V_e = (P_e/100) \times MF_0 \times (E_n - E_0)/ E_0$

Where,

MF_0 = Mining Charge per Tonne of coal as specified in the Contract.
P_e = Percentage of electricity component, to be taken as [10%].
V_e = Increase or decrease in the cost of per unit of electricity during the quarter under consideration.
E_n = Average cost of per unit of electricity for the preceding quarter to which escalation/de-escalation relates.
E_o = cost of per unit of electricity related to 10th day prior to the last date on which the tenders were stipulated to be received (including the last date of submission of bid as mentioned in the Bid Document prior to the revision, if any).

C. **Adjustment on machinery parts/spares component**

$V_m = (P_m/100) \times MF_0 \times (M_n - M_0)/ M_0$

Where,

MF_0 = Mining Charge per Tonne of coal as specified in the Contract.
P_m = Percentage of machinery parts/spares component, to be taken as [15%].
V_m = Increase or decrease in the cost of machinery parts/spares during the quarter under consideration.
M_n = All India Wholesale Price Index for industrial machinery published by the Ministry of Commerce and Industry, Government of India for the category “mining/quarrying/metallurgical machinery/parts” for the preceding quarter to which escalation/de-escalation relates.
M_o = All India Wholesale Price Index for industrial machinery published by the Ministry of Commerce and Industry, Government of India for the category “mining/quarrying/metallurgical machinery/parts” related to 10th day prior to the last date on which the tenders were stipulated to be received (including the last date of submission of bid as mentioned in the Bid Document prior to the revision, if any).

32 LIMITATION OF LIABILITIES

Except in cases of criminal negligence or willful misconduct:

i. Neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Authority;

ii. The aggregate liability of the Contractor to the Authority, whether under the Contract, in tort or otherwise, shall not exceed the Total Contract Value, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Authority with respect to patent infringement;

iii. The aggregate liability of the Authority to the Contractor except for patent infringement, whether under the Contract, in tort or otherwise, at any point of time during the execution/performance of the Contract, shall not exceed the 'Total Contract Value less payments already released to the Contractor'.

33 FRUSTRATION OF CONTRACT

Upon a supervening cause occurring after the effective date of the Contract, including a change in law, beyond the control of either party whether because of the Force Majeure clause or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the Contract within a reasonable timeframe, the affected party shall give a '**Notice of Frustration Event**' to the other party giving justification. The parties shall use reasonable efforts to agree to amend the contract, as may be necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 60 (sixty) days of the initial notice, the Authority shall issue a '**Notice for Determining the contract**' and terminate the contract, due to its frustration, without repercussions on either side.

34 INCENTIVES/ BONUS

In the event of the Contractor exceeds the required progress in terms of the approved time and progress chart, they shall be entitled for a bonus. If the progress of work during the Accounting year is more than the stipulated rate indicated in the approved Annual Production Programme (without considering hindrances), the Contractor shall be entitled for bonus as under:

- If the yearly progress of work executed during the Accounting year is 110% or more of the stipulated quantity of coal extraction indicated in the approved Annual Production Programme (without considering hindrances), the Contractor shall be entitled to a bonus equal to 1% (one percent) of the average monthly contract value (excluding GST) for every month in which the Contractor has achieved 110% or more of approved Annual Production Programme.

- The average monthly contract value (excluding GST) for this clause = (awarded contract value in Rs. (excluding GST) X 30 days)/ awarded Contract Period in days.

However, the payment of bonus shall be subject to the following conditions:

a) The yearly executed quantity considered for bonus calculation shall be finalised after reconciliation with the results of third-party measurement or check measurement.

b) Total bonus so calculated in a Contract in its lifetime shall be a maximum of 5 (five) percent of the Total Contract Value.

c) No bonus shall be calculated in case the Contractor fails to achieve 110% or more of the stipulated quantity of coal indicated in the approved Annual Production Programme, during the month, irrespective of reasons.

d) Payment of bonus is also subject to the condition that
   I. no penalty has been imposed on the contractor within the Accounting year for any shortfall quantity or any other reason and
   II. there are no dues payable by the Contractor to the Authority or any Govt. agency.
   III. no court/arbitration/conciliation cases exist between the Contractor and the Authority.

35 AMENDMENTS AND SUPPLEMENT

Any amended or supplement to the Contract shall be in writing by mutual agreement, signed by authorized representative of Authority and the Contractor and shall form an integral part of the Contract.

36 MISCELLANEOUS CONDITIONS

i. Contractor, before starting the work, shall furnish to the Engineer in charge the list of equipment, proposed to be deployed for the work. No equipment shall be deployed for the work without the approval of the Authority.

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

iii. Contractor shall at its own cost, arrange for regular checking/ maintenance/ repair of the equipment and keep them in good and safe condition at all times. Proper records of such checking/ maintenance/ repair shall be maintained in a log book kept for the purpose, which shall be readily available for inspection whenever required.

iv. Only experienced, skilled and disciplined worker(s) of sound health, good behaviour and antecedents having experience shall be deployed by Contractor to operate the equipment deployed for the work.

v. No manual workers shall be engaged by the Contractor under any circumstances whatsoever.

vi. Contractor shall bring/ take back and arrange for the transportation of the equipment/ men and material required for the work at its own cost.

vii. Contractor shall at its own cost arrange for all materials, stores, spares, tools, tackles etc. and maintenance/repairs of the equipment required/ deployed for the work. The Authority shall have no liability whatsoever on this account.

viii. Contractor shall maintain proper records in English/ Hindi of the equipment/persons etc. deployed for the work, work done, daily attendance of the employee, payment to the employees etc. and the Authority shall have the right of access to and inspection of these records or to call for any or all these records or ask Contractor to submit such reports as it considers necessary and Contractor shall be bound to comply with such instructions.

ix. The Authority shall have no responsibility/ liability whatsoever for compensation payment in case of accident / damage to Contractor's equipment in the transit or while engaged in the work.

x. Contractor shall familiarize itself 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, Workmen's Compensation Act, etc. and shall be fully responsible and liable for due observance of the same. The Authority shall have no responsibility / liability whatsoever on these account and Contractor shall fully indemnify the Authority against any claim/ dispute / reference Award, etc. arising out of the same.

xi. 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 Contractor and a copy of the same shall be furnished to the Engineer in charge as and when required. All these persons shall be in the direct employment and under direct administrative control of Contractor and the management shall have no responsibility / liability whatsoever in this regard.

xii. Contractor shall issue an identity card/ employment card to each employee with photograph duly attested by him which the employee shall always carry with him, while on work and produce for inspection whenever required.

xiii. Contractor shall not engage any person less than 18 years of age or female as required by relevant law. The Contractor further shall ensure strict abidance of the law and rules applicable in relation to the conditions for employment of women in mine.

xiv. The Contractor shall provide foot-wears, DGMS approved helmets, dust mask fluorescent jacket, safety appliances and other protective equipment to its employees as provided in the law, at its own cost. If the Contractor fails to do so, the Authority may supply such equipment and recover the cost from the Contractor.

xv. The Contractor will be responsible for observing Applicable Law including all the rules regulations and statutes under Indian Law. Further, all safety requirements contained in Applicable Law including in notifications and circulars issued by DGMS from time to time shall be followed. Further the Contractor shall ensure that the appointment / employment of all the persons shall be in strict compliance with the Mines Act and all rules and regulations made under it.

xvi. Contractors are to employ, to the extent possible (as per policy decision of the Authority 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 Authority.

xvii. Payment of Provident Fund for the workmen employed by it for the work as per the Law prevailing under provision of Coal Mines Provident Fund CMPF/EPF and allied scheme valid from time to time shall be responsibility of the Contractor (please refer relevant provision of ITB.

The Contractor must be mandatorily registered as employer under the CMPF Act and allied schemes and shall submit the details of its workers with the CMPF number, wherever required. The Contractor shall submit CMPF registration certificate before signing the Agreement.

If any employee of the Contractor is not a member of any provident fund, he shall be required to become a member of CMPF scheme immediately, for availing benefits thereof.

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

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

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

The Contractor shall also comply with statutory requirements under CL(R&A) Act and also obtain labour license. The Contractor is solely responsible for its obligation under Labour Codes and Rules relating to personnel deployed by it onsite or off-site for execution of the contract, as applicable.

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 EPF 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 Applicable Law. The Authority shall have no liability whatsoever in this regard.

The responsibility of the Contractor in respect of all payments to his employees will be complete and absolute. The Authority 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.

The Contractor shall be liable for all kinds of dues payable in respect of all personnel provided under the contract and the Authority shall not be liable for any dues for availing the services of the personnel.

xviii. The Contractor shall ensure that all workers engaged by them either open a new bank account or convert their existing savings/salary account to a bank that has an MoU with CIL under the Corporate Salary Package. The Contractor must facilitate their workers in opening or converting these accounts. If any worker chooses not to avail this facility, the Contractor shall submit an undertaking from that worker to the HR Manager of that unit/project, clearly stating their decision not to opt for the facility.

xix. 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.

xx. The Contractor should ensure that the persons to be deployed are not alcoholics or drug addicts and do not indulge in any activity prejudicial to the interest of the Procuring Entity. The Contractor shall ensure to get the Police verification for all the manpower deployed by them, and the copy of police verification to be submitted to the Engineer-in-Charge or his representative before deploying the manpower to the work / services. The contractor should ensure that the manpower deputed should bear good moral character.

xxi. Contractor shall prepare the wage sheet for its employees in duplicate, a copy of which shall be regularly submitted to the Engineer in charge.

xxii. Contractor shall make timely payment of all salary / wages / dues to his employees and shall also provide all benefits to its employees as per various Acts/ Rules, Regulations, 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.

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

xxiv. Subject to availability, the Authority may, at its discretion, allot land near the site for the Contractor's site office, godowns, workshop, and assembly yard. Such allotment shall not create any tenancy rights. The Contractor shall construct, maintain, and provide all required facilities for these temporary works at its own cost, with the approval of the Engineer-in-Charge. Upon completion of the Work, the Contractor shall promptly remove all such temporary structures and restore the land to the satisfaction of the Engineer-in-Charge. The allotted land shall be used solely for purposes connected with the Contract. Any additional land or other arrangements required shall be arranged by the Contractor at its own cost.

xxv. **Vocational Training Requirement:**

A. Obligation on the part of Contractor.

a. Contractor shall ensure Initial and Refresher Vocational Training to his employees and supervisors as per Vocational Training 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 Mines Vocational Training Rules, 1966 (and its amendment from time to time) and /or other applicable minimum wages/remuneration whichever applicable for the period of training concerned.

b. The Contractor shall pay stipend as per Mines Vocational Training Rules, 1966 (and its amendment from time to time) and /or other applicable minimum wages/remuneration whichever is applicable to the entitled trainees as per Vocational Training Rule 1966 for the entire period of training through Bank within 30 days of completion of training. In case of failure to pay stipend, the Authority shall pay the same to trainees who complete training successfully. Payment so made, shall be recovered from the bill of the Contractor.

c. The cost of stipend as per Mines Vocational Training Rules, 1966 (and its amendment from time to time) and /or other applicable minimum wages/ remuneration whichever applicable to impart Vocational Training, shall be borne by the Contractor.

d. Contractor shall receive training card/ certificate for trained persons, from the Authority'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.

e. The Contractor at their own cost, shall arrange training for all their operators and technicians through effective Simulators and 3D virtual Reality Systems before their actual deployment in the job and such training shall also be imparted at regular intervals as per Vocational Training Rules (and its amendment from time to time) to maintain their safety-oriented skills.

f. The Contractor shall ensure that only trained and skilled persons are deployed at work Site during the Contract Period.

g. The Contractor shall arrange for the training of his employees in accordance with the Mines Vocational Training Rules, 1966 as amended from time to time, at his own cost.

B. Obligation on the part of Authority

The Authority shall arrange vocational training at the Authority'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.

xxvi. **Safety Requirement:**

1.

a. The Contractor shall comply with provisions of this agreement and shall be responsible to carry out all the jobs & activities related to this contract strictly as per the provisions of all applicable statutes including Mines Act 1952, Coal Mines Regulation 2017, Mines Rules 1955 and related amendment thereof issued from time to time and conform to Standard Industry Practice for securing the safety of mines, equipment and individual within and about the site of operation/activities of the contract.

The Contractor shall through its Board of Directors/Partners shall nominate either himself or a person(s) who shall be responsible as per applicable statutes including Mines Act 1952 and Coal Mines Regulation 2017, for the management, control, supervision or direction of all the jobs & operation/activities assigned in this Contract as above. Prior to start of the job of this contract, the contractor shall submit this nomination documents to the Engineer- In-charge, who shall arrange for submission of notice in prescribed format(s) to Regulatory Authorities or appropriate Government Authorities.

b. The Contractor shall develop, implement and administer a surveillance, safety and health programme for providing a safe environment on and about the mine / Site. Contractor shall provide relevant workplace safety and health hazards awareness and training to his workers prior to commencing and as work progresses. Such safety & health measures shall be implemented by the contractor during entire Contract Period or extended period.

c. Safety requirement include measures associated with safe movement, safety management, safety equipment, fire safety, enforcement and emergency response.

d. The contractor shall at all times be responsible for observance of safety procedure by its employees and agents.

e. The Contractor shall comply with the instructions issued by appropriate Government Authority and directions of Authority.

f. All cost or expenses arising out of or relating to compliance of safety requirement & up-skilling of his employees shall be borne by the Contractor.

g. Contractor shall submit list of persons deployed for the work to Mine Management and Engineer-in-Charge and Mines Manager. No person shall be deployed for the work without knowledge of the Mine Manager.

h. All employees deployed for the work shall undergo Initial Medical Examination – IME and Periodical Medical Examination - PME as per statute and the record of the same shall be maintained by the contractor and copy of the same shall be provided by the contractor to the office of the Mine Manager for record keeping.

i. 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 of his employees. The Contractor shall ensure that his employees shall carry original identity card, while on work and produce for inspection whenever required. Contractor shall maintain Form ‘**A**’ of his employees and a soft copy shall be submitted to the Engineer-In-Charge. Daily attendance of Contractor employees shall be marked in Form ‘**C**’ for IN and OUT.

j. Contractor shall establish effective ongoing communication and co-ordination between appropriate levels of supervisors, officials and senior officials of the mine prior to commencing work, which shall include provisions for identifying hazards and the measures to eliminate and control risks related to the assigned Work, the Site and the District/ Panel.

k. Safety requirement and safe work practices shall be exercised round the clock. In case of non- compliance of safety requirements and safe work practices 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.

l. Safe Operating Procedure (SOP)/Code of Practice (COP) for the Work shall be prepared by the Contractor and after the approval of the Mines Manager, these shall be displayed in working place/important places in languages understood by the employees and these shall also be handed over to concerned employees by the contractor under proper record. Copy of SOP and Site-specific Code of Practice shall be given to the EIC/Authorized Representative. Contractor shall deploy qualified and competent persons to ensure proper management and supervision on the work as per statute and SOP.

m. Contractor shall ensure that the installation, running and maintenance, in safe working order, of the equipemnt deployed by him shall be under the charge of competent persons in each working shift, in accordance with Coal Mines Regulation, 2017 and its amendment thereof. All these competent persons shall also be authorized by the mine manager.

   All these competent persons shall be trained by the contractor.

n. Contractor shall ensure that the competent persons authorized by Mine Manager are deployed as in-charge(s) of his equipment, and shall ensure that before commencing work these are in proper & safe working order. In respect of electrical machinery, machine-parts, plant, work-shop etc., such competent person shall be an engineer or electrician holding qualifications as specified in Central Electricity Authority (Measure relating to Safety and Electric Supply) Regulation, 2010 and amendments thereof. This authorized competent person(s) shall record the result of such checking & examination in bound paged book(s) kept for the purpose, which shall be verified by the authorized representative(s) of Engineer- In-Charge of this contract.

o. Contractor shall ensure Group Insurance for all employees for a minimum coverage of Rs. 25 Lakhs or any amount revised from time to time.

p. Contractor shall ensure that working hours for his employees comply with relevant sections of Mines Act 1952 amended from time to time and amendments thereof. Contractor shall ensure the arrangements for reporting work related injuries and diseases, ill health and incidents among his workers while performing work in the mine. Contractor shall submit list of all accidents and analysis thereof.

q. Contractor's workers shall not remain unattended in the mine and or working face. Breakdown of machinery in mine shall be attended by competent supervisor of the Contractor.

2. [Safety requirement for equipment, vehicles and machinery:

The **Continuous Miner** shall be provided with adequate safety features including radio remote control with ergonomic design and fail-safe functions, manual and remote control tram safety switches fitted to prevent the inadvertent tramming of the machine, Service brake, parking brake, emergency braking capable of holding machine on typical UG gradients, fire suppression system, emergency stop switches, conveyor and cutter boom safety features, high-pressure water sprays on cutter heads for dust suppression, methane monitor system, audio-visual alarm system, flameproof/ intrinsically safe electrical systems, electrical protection systems, real-time fault detection and diagnostic alerts for electrical system, etc.

The **shuttle car/coal hauler (electrically/battery operated)** shall incorporate all essential statutory and recommended safety features including fail-safe braking, Service brake, parking brake, emergency braking capable of holding machine on typical UG gradients, flameproof electrical systems, trailing cable protection, emergency stop switches, fire and ignition risk mitigation system, compliant lighting system, operator protection systems, audio-visual alarms, etc.

The **Twin Bolter** shall be provided with operator protection canopies, automatic temporary roof support, interlocked drilling and bolting controls, fail-safe braking and hydraulic systems, flameproof/intrinsically safe electrical systems, audio-visual alarms, high ambient lighting, emergency stop switches, dust suppression at the drill head, etc.

The Feeder Breaker shall be equipped with fail-safe control and braking systems, flameproof/intrinsically safe electrical systems, complete guarding of all moving and crushing parts, interlocked crusher-conveyor operation, emergency stop switches, dust and fire suppression arrangement, etc.

The Underground Power Center/load center shall be of DGMS approved, flameproof construction, equipped with individual feeder/drive protection including earth-fault lockout, pilot-core monitoring, short-circuit and overload protection, under-voltage protection, Search & Lockout Relay, Pilot core Protection etc.

All the equipment must comply with DGMS norms, CMR-2017, CEAR-2023 and all other statutory regulations for use in underground gassy coal mines].

3. In case of non-compliance of safety and health requirements as per statutes & provisions of this contract, Code of Practices, Standard operating Procedures, instructions given by Engineer-in-Charge/Mine Manager / site in-charge(s) etc., the following sanctions and penalties shall be applicable on the contractor:

   a. The authorized mine officials shall have the right to stop the Work related to this Contract whenever a risk of bodily injury is apparent and to suspend the related operation until the necessary remedies have been put in place. They shall have the right to send out of the mine any such person which infringes or attempt to infringe any provision of the Mine Act- 1952 amended from time to time, Rules, Regulations, by-laws or any order made thereunder, or fails to carry out the direction given with regards to safety. If any dangerous condition & operation in the work place of the Contractor is observed by the mine official, he shall withdraw all persons from this place and fence off the site till the danger has been removed.

b. Representatives authorized by the Contractor for the management & supervision of the work in the mine shall be liable for punitive disciplinary action by the contractor actions, in case of noncompliance of provisions related to discipline, safety & health in connection with the men, machineries, activities of this Contract.

c. In case of repeated violations involving non-compliances of provisions related to discipline, safety and health of men and equipment deployed by the Contractor, the Engineer-In-Charge shall have the right to suspend the related work, activities, men, machines, etc. In such cases, the Authority through its Engineer-In-Charge shall levy the compensation from the Contractor's bills for the losses incurred by the Authority on account of such suspensions.

d. Recurrence of same violation more than 3 (three) times shall be construed as repeated violation. The penalty on account of loss of work due to such violation or actions thereafter, shall be 5% (five percent) of the value of work for the period of loss. The value of work per hour shall be derived from the Total Contract Value excluding GST by dividing it with Contract Period in hours, as per LoA / Work Order.

   The compensation such levied shall not be refunded. The aggregate of such compensation levied shall be limited to 2% (two percent) of the Total Contract Value and shall be apart from other penalties as applicable under Clause 14. The shortfall in quantity due to suspended work as mentioned above shall not be included in the quantity accounted for shortfall penalty.

SCHEDULE-I

EQUIPMENT TO BE DEPLOYED

The total list of equipment, termed as Continuous Miner packages, to be deployed by the Successful Bidder is as under:

Sl No	Particulars	Unit	Quantity
A	**Equipment for Continuous Miner district**		
1	Continuous Miner	Nos.	1 x 2]
2	Shuttle Car/Coal Hauler (Diesel/Battery/Electrical)	Nos.	[2 x 2]
3	Feeder Breaker	Nos.	[1 x 2]
4.	Roof Bolter - Twin Bolter	Nos.	[2 x 2]
5.	Battery Operated Multi Utility Vehicle	Nos.	[1 x 2]
6.	Battery Operated Free Steered Vehicle	Nos.	[2 x 2]
7.	Power Winch (2 sets)	Nos.	[1 x 2]
8.	Set of Electrical equipment including power center	Nos.	[1 x 2]
9.	Dust Collector Fan	Nos.	[1 x 2]
10.	Any other equipment to be included in package	Nos.	[******]
B	**Additional Face equipment**		
1	Face pumps, Pipes & Fittings	Sets	[2 x 2]
2	LHD with trailing cable and electric cables and starter	Sets	[1 x 2]
3	Equipment for Strata Control & Monitoring	LS	[LS x 2]
4	Auxiliary Fan with ducting and accessories	LS/sets	[LS x 2, 2 x 2]
5	Communication system	LS	[LS x 2]
6	Other additional system/accessories	-	[******]

A. Equipment Data proposed to be deployed

Sl. No.	Equipment details/ specifications	To be filled by Successful bidder
1	**Continuous Miner**	
1.1.1	Number of Machine Offered	
1.1.2	Make	
1.1.3	Machine model	
1.1.4	Number of such Machine working elsewhere	
1.1.5	Status of DGMS Approval	
1.2	Operating parameters	
1.2.1	Cutting height range (mm)	
1.2.2	Ground clearance (mm)	
1.2.3	Tramming speed (m/min)	
1.2.4	Loading rate (t/min)	
1.2.5	Ground pressure (k Pa)	
1.2.6	Machine weight (t)	
1.2.7	Radio Remote Control	
1.3	Dimensions	
1.3.1	Overall length (mm)	

1.3.2	Width (mm)	
1.3.3	Height (mm)	
1.4	**Cutting unit**	
1.4.1	Cutter drum diameter (mm)	
1.4.2	Cutter drum width (mm)	
1.4.3	Cutter drum speed (rpm)	
1.5	**Electrical**	
1.5.1	Machine voltage (V)	
1.5.2	Cutting head power (kW)	
1.5.3	Traction power (kW)	
1.5.4	Conveyor/ Loading power (kW)	
1.5.5	Hydraulic unit power (kW)	
1.5.6	Dust suppression unit power (kW)	
1.5.7	Total installed power (kW)	
1.6	**Traction unit**	
1.6.1	Crawler chain width (mm)	
1.6.2	Crawler speed (m/sec)	
1.7	**Loading unit**	
1.7.1	Conveyor width (mm)	
1.7.2	Conveyor speed (m/min)	
1.7.3	Loading capacity (TPH)	
Sl. No. 2	**Equipment details/ specifications Shuttle Car /Coal Hauler**	
2.1.1	Number of Machine Offered	
2.1.2	Make	
2.1.3	Machine model	
2.1.4	Number of such Machine working elsewhere	
2.1.5	Status of DGMS Approval	
2.2	**Operating parameters**	
2.2.1	Payload (coal) (kg)/Cubic capacity (cu. m))	
2.2.2	Unladen weight (kg)	
2.2.3	Power (kW)	
2.2.4	Vehicle speed (kmph)	
2.2.5	Grade ability in degree	
2.2.6	Turning radius (mm)	
2.2.7	Fuel consumption (L/shift) (if Diesel operated)	
2.2.8	Operating voltage	
2.2.9	Total service life (million tonnes)	
2.2.10	Ground clearance (mm)	
2.2.11	Ground pressure (kPa)	
2.2.12	Cable reel capacity (electrically operated) (m)	
2.3	**Dimensions**	
2.3.1	Overall length (mm)	
2.3.2	Width (mm)	
2.3.3	Height (mm)	
2.4	**Wheel**	
2.4.1	Size	

2.4.2	Ply rating	
2.4.3	Filling	
3	**Roof Bolter**	
3.1.1	Number of Machine Offered	
3.1.2	Make	
3.1.3	Machine model	
3.1.4	Number of such Machine working elsewhere	
3.1.5	Status of DGMS Approval	
3.2	**Operating parameters**	
3.2.1	Number of bolters	
3.2.2	Operating mining height (m)	
3.2.3	Drilling length (m)	
3.2.4	Drill hole size (mm)	
3.2.5	Tram speed (m/min)	
3.2.6	Weight (t)/ Ground Pressure (MPa)	
3.2.7	Tire/ Track chain	
3.2.8	Max. Platform elevation from ground (m)	
3.2.9	Drilling nature	
3.2.10	Power (kW)	
3.2.11	Operating voltage (V)	
3.2.12	Bolting rate (bolts/hr.)	
3.2.13 3.3	Max. material hardness that can be drilled (MPa) **Dimensions**	
3.3.1	Overall length (mm)	
3.3.2	Width (mm)	
3.3.3	Height (chassis) (mm)	
3.3.4	Wheel base (mm)	
3.3.5	Ground clearance (mm)	
3.4	**Drilling System**	
3.4.1	Torque (Nm)	
3.4.2	Rotation (rpm)	
3.4.3	Feed thrust	
3.4.4	Feed length (m)	
3.4.5	Feed rate (m/min)	
3.4.6	Mast height range (m)	
3.4.7	Mast tilt (deg.)	
4	**Feeder Breaker**	
4.1.1	Number of Machine Offered	
4.1.2	Make	
4.1.3	Machine model	
4.1.4	Number of such Machine working elsewhere	
4.1.5	Status of DGMS Approval	
4.2	**Operating parameters**	
4.2.1	Capacity (TPH)	
4.2.2	Input size (mm x mm x mm)	
4.2.3	Output size (mm x mm x mm)	
4.2.4	Weight (t)	

4.2.5	Ground pressure (MPa)	
4.2.6	Tram speed (m/min)	
4.2.7	Crusher Power (kW)	
4.2.8	Dust suppression	
4.2.9	Hopper size (m3)	
4.3	**Dimensions**	
4.3.1	Overall length (mm)	
4.3.2	Width over bucket type hopper (mm)	
4.3.3	Overall width (frame) (mm)	
4.3.4	Tram height (mm)	
4.3.5	Max. discharge height (mm)	
4.4	**Conveyor**	
4.4.1	Conveyor width (mm)	
4.4.2	Conveyor chain (mm)	
4.4.3	Conveyor flights (mm x mm)	
Sl. No. 5	**Equipment details/ specifications Utility Vehicle/LHD**	
5.1.1	Number of Machine Offered	
5.1.2	Make	
5.1.3	Machine model	
5.1.4	Number of such Machine working elsewhere	
5.1.5	Status of DGMS Approval	
5.2	**Operating parameters**	
5.2.1	Bucket payload (kg)	
5.2.2	Bucket heaped capacity (m3)	
5.2.3	Weight (unladen) (t)	
5.2.4	Max. power (kW)	
5.2.5	Fuel consumption (L/hr)	
5.2.6	Tyre size	
5.2.7	Vehicle speed (kmph)	
5.2.8	Grade ability	
5.3	**Dimensions**	
5.3.1	Overall length (mm)	
5.3.2	Width overall frame (mm)	
6	**Set of electrical equipment including power center**	
6.1.1	Particulars	
6.1.2	Power Center	
6.1.3	Status of DGMS Approval	
6.2	**HV Circuit Breaker**	
6.2.1	Rated Capacity (A)	
6.2.2	Breaking Capacity(kA)	
6.2.3	Off load Isolator (A)	
6.2.4	Voltage and current display(Yes/No)	
6.2.5	Current and voltage instrument signals for recording purpose (Yes/No)	

6.2.6	Power Transformer Specification	
6.2.7	Rating (kVA) at Temperature (in degree centigrade)	
6.2.8	Off load voltage Ratio (kV/kV)	
6.2.9	Nominal Primary Current (A)	
6.2.10	Nominal secondary Current(A)	
6.2.11	Tappings (%)	
6.2.12	Impedance (%)	
6.3	**Load Center Specifications**	
6.3.1	Power transformer secondary earth fault protection	
6.3.2	Test switch	
6.3.3	Control and protection of the individual drives	
6.3.4	Individual Pilot circuit control	
6.3.5	Individual short circuit protection	
6.3.6	Individual overload protection	
6.3.7	Individual earth fault protection	
6.3.8	Loss of vacuum protection on motor drives	
6.3.9	Over Voltage / Under Voltage Protection	
6.3.10	Data loggers for each each of the drives	
7	**Auxiliary fan**	
7.1	Capacity (m3/s)	
	Motor Power (kW)	
	Operating Voltage	
8	**Face Pump**	
8.1	Capacity (Lps)	
	Motor Power (kW)	
	Operating Voltage	
9	**Communication equipment**	
9.1	Particulars	
10	**Multi Utility Vehicle**	
10.1	Detailed Specifications	
11	**Free Steered Vehicle**	
11.1	Detailed Specifications	
12	**Any Other Equipment**	
12.1	Particulars	

Signature of Successful Bidder

NOTE:

1. For Contract Period of 3 (three) years or more, the Contractor is free to deploy new equipment from the commencement of work. However, if they choose to deploy old equipment, initially it shall be permitted for a maximum period of one year from the date of commencement of work. Subsequently, the Contractor shall deploy only new equipment from 2nd year onwards, calculated from the date of commencement of work, or from an earlier date as deems fit. However, it is not mandatory to deploy new equipment for Contract Period less than 3 (three) years. In any case, i.e old or new, the equipment shall be approved by DGMS and in order.

2. All the equipment including Battery operated Multi Utility Vehicle and Battery operated Free Steered Vehicle must be able to work in the seam thickness range of the seams as provided in the technical document.

[**Note:** Separate sheets may be attached to furnish details, if necessary.]

FORMATS / ANNEXURES

TABLE OF CONTENT

ANNEXURE – I (INTEGRITY PACT)

Between

(the Procuring Organisation) hereinafter referred to as "The Principal," and ___________________ hereinafter referred to as "The Bidder/ Contractor."

Preamble

The Principal intends to award contract/s for___________________(Name of Work/ Service), under laid down organisational procedures, The Principal values full compliance with all relevant laws of the land, rules, regulations, economical use of resources, and fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

To achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the abovementioned principles.

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

Section 1 – Commitments of the Principal:

1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

   a. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

   b. The Principal shall treat all Bidder(s) with equity and reason during the tender process. The Principal shall, in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

   c. The Principal shall exclude from the process all known prejudiced persons having conflict of interest.

2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the BNS (Bharatiya Nyaya Sanhita (BNS))/ PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition shall initiate disciplinary 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) shall not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or other benefit which they are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

   b. The Bidder(s) / Contractor(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in violation of the Competition Act, 2002 (as amended from time to time). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

   c. The Bidder(s)/ Contractor(s) shall not commit any offence under the relevant BNS/ PC Act; further the Bidder(s) / Contractor(s) shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

   d. The Bidder(s) / Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Service Providers ", shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative must be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Service Providers " is placed on Annex A hereto.

   e. The Bidder(s) / Contractor(s) shall, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

   f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

Section 3 - Disqualification from tender process and exclusion from future contracts:

If the Bidder(s)/Contractor(s), before contract award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility into question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per laid down procedure to debar the Bidder(s)/Contractor(s) from participating in the future procurement processes of the respective company

Section 4 - Compensation for Damages:

1) If the Principal has disqualified the Bidder(s) from the tender process before the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value excluding GST, as applicable or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression:

1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

2) If the Bidder makes incorrect statement on this subject, the Principal shall act like para 2) of Section 4 above.

Section 6 - Equal treatment of all Bidders / Contractors / Sub-Contractors:

In case of Sub-contracting, the Principal Contractor shall be solely responsible for the adherence to the provisions of Integrity Pact by the sub-contracts(s).

1) The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.

2) The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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 allied firm of a Bidder, Contractor or Sub-Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor:

1) The Principal shall appoint competent and credible Independent External Monitor(s) for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2) The Monitor is not subject to instructions by the parties' representatives and performs their functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It shall be obligatory for them to treat the information and documents of the Bidders/Contractors as confidential. They report to the Management of the Principal (CMD of respective Company).

3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction, all Project documentation of the Principal, including that provided by the Contractor. Upon their request and demonstration of a valid interest, the Contractor shall also grant the Monitor unrestricted and unconditional access to their project documentation. The same applies to Sub-Contractors.

4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-Contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and 'Absence of Conflict of Interest'. In case of any conflict of interest arising later, the IEM shall inform the Management of the Principal (CMD of respective Company) and recuse themselves from that case.

5) The Principal shall provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could impact the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, they shall inform the Management of the Principal and request the Management to discontinue or take corrective action, or other relevant action. The Monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.

7) The Monitor shall submit a written report to the Management of the Principal (CMD of respective Company), within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8) If the Monitor has reported to the Management of the Principal (CMD of respective Company) a substantiated suspicion of an offence under relevant BNS / PC Act, and the Management of the Principal (CMD of respective Company) has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail 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 Management of the Principal (CMD of respective Company) .

Section 10 - Other provisions

1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the place from where the Tender/Contract is issued.

2) Changes, supplements, and termination notices must be submitted in writing. Side agreements have not been made.

3) If the Contractor is a Joint Venture (JV), this agreement must be signed by all JV members.

4) Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Agreement remains valid. In this case, the parties strive to come to an Agreement to their original intentions.

5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact shall prevail.

(For & On behalf the Principal)

(Office Seal)
Place ____________
Date _____________

(For & On behalf of Bidder/ Contractor)
(Office Seal)

Annex – A

Integrity Pact - Guidelines for Indian Agents of Foreign Service Providers

1.1 There shall be compulsory registration of agents for all Global Tender Enquiries (GTE) and Limited Tender Enquiries (LTE). An agent not registered with the Procuring Entity shall apply for registration with them.

1.2 Registered agents shall file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the Principal to the agent before the placement of an order by the Procuring Entity.

1.3 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties, have stated that they are not paying any commission to the Indian agents, and the Indian representative is working based on salary or as a retainer, a written declaration to this effect should be submitted by the party (i.e., Principal) before finalising the Contract.

2.0 Disclosure of Particulars of Agents/ Representatives in India, if any.

2.1 Bidders of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorisation and authority given to commit the Principals. If the agent/representative is a foreign Company, it shall be confirmed whether it is a real functioning Company, and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Bidder that the commission/ remuneration, if any, payable to his agents/representatives in India, may be paid by the Procuring Entity in Indian Rupees only.

2.2 Bidders of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorising the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Bidder for himself.

2.2.3 Confirmation of the foreign principals of the Bidder that the commission/remuneration, if any, reserved for the Bidder in the quoted price (s) may be paid by the Procuring Entity in India in equivalent Indian

Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 In either case, in the event of the contract materialising, the payment terms shall provide for payment of the commission /remuneration, if any, payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph - 2.0 above shall render the concerned bid liable to rejection or, in the event of a contract materialising, the same liable to termination by the Procuring Entity. Besides this, there would be a penalty of banning business dealings with the Procuring Entity or damage or payment of a named sum.]

ANNEXURE – II (PROFORMA OF JOINT VENTURE AGREEMENT)

(On Duly Notarized 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 Member/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/ Service of "…………………………...………………………………………" (Hereinafter referred to as "Project") under…………………….. (Name of Company) (Hereinafter referred to as "the Principal Employer").

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

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

1) FORMATION AND TERMINATION OF THE JOINT VENTURE

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

a) The name and style of the Joint Venture shall be "……………………………….." (here in after called the "Joint Venture").

b) The Head Office of the Joint Venture shall be located at………………………. and the site office will be located at the site of the Project.

c) All communication regarding the Project will be made to Lead Member whose Sri…………… Telephone Nos…………………………

d) Neither of the parties of the Joint Venture shall be allowed to assign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture to any party including the existing Member of the Joint Venture.

e) The terms of the Joint Venture shall begin as on the date first set forth above and shall terminate on the earliest of the following dates.

   i) The Joint Venture fails to obtain qualification from the Authority.

   ii) The Contract for the Project is not awarded to the Joint Venture.

   iii) The Authority 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 Authority 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 MEMBER

M/s…………………………. shall be the Lead Member 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 Members in the Joint Venture and also all the Members 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 Authority. All Joint Venture Members M/s…………………, M/s……………. & M/s…………………………. nominate and authorize Shri……………… (name and designation) of M/s……………………………… to sign all letters, correspondence, papers & certificates and to submit the Pre-qualification Application / Bid documents for and on behalf of the Joint Venture.

[*Authorization of Lead Member for submission of bid in GeM portal:*

All Joint Venture Members M/s…, M/s……& M/s………………authorize M/s………… (the Lead Member) to submit the bid on behalf of this Joint Venture for the bidding process and agree that in case of a successful bid, the contract shall be executed by this Joint Venture as per contract terms with the Authority]

3) REPRESENTATIVE OF THE MEMBERS OF THE JOINT VENTURE

Each constituent party of the Joint Venture appoints the following personnel as the representative of the relevant party with full power of attorney from the Board of Directors of the concerned Company, or from the partners of the entity, or from the proprietor.

JV Member	Name	Position in the respective Company
M/s ______________	________________	____________________________
M/s ______________	________________	____________________________
M/s ______________	________________	____________________________

4) PARTICIPATION SHARE & WORK RESPONSIBILITIES

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

M/s………………………… ………………… % (……………..percent)
M/s………………………… ………………… % (……………..percent)
M/s………………………… ………………… % (……………..percent)

4.2 The Parties shall share the rights and obligations, risk, cost and expenses, working capitals, profits or losses or others arising out of or in relation to execution of the Project individually or collectively.

4.3 The parties shall jointly execute the Works/ Service under the Project as an integrated entity and allocate responsibilities as regards division of Works/ Service 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 Members 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 Members.

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 Members of the Joint Venture will form part of the core management structure and assist in execution of the project. The list of personnel and equipment proposed to be engaged for the Project by each Party will be decided by the management committee.

9) NON-PERFORMANCE OF RESPONSIBILITY BY ANY PARTY OF JOINT VENTURE

a) As between themselves, each Party shall be fully responsible for the fulfilment of all obligations arising out of its scope of the Work/Service 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/ Service, the interest and responsibilities of the defaulting party at the cost of the defaulting party.

c) Stepping into the shoes of the existing Member of Joint Venture with all the liabilities of the existing Member from the beginning of the contract with the prior approval of Company.

d) Notwithstanding demarcation or allotment of Work/ Service of between/amongst Joint Venture Members, Joint Venture shall be liable for non-performance of the whole contract irrespective of their demarcation or share of Work/ Service.

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 Members.

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 Authority.

12) TAXES

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

13) EXCLUSIVITY

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

14) MISCELLANEOUS

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

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

15) APPLICABLE LAW

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

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

For …………………………….	For ………………………….	For ……………………….
Signature …………………….	Signature …………………	Signature ………………
(Name & Address)	(Name & Address)	(Name & Address)
(Official Seal)	(Official Seal)	(Official Seal)
Place ………………………….	Place ……………………….	Place …………………….
Date …………………………..	Date ………………………	Date …………………….

Note: If a Bidder (s) opts to participate in the bidding process through legally binding agreement as above, they shall execute this Joint Venture Agreement comprising the Bidder and the manufacturer or its authorized agent/ dealer as JV Members, in this prescribed format. All the provisions in respect of Joint venture under the instant tender shall be applicable to them.

ANNEXURE – III (PROFORMA FOR CIPP)

Code of Code of Integrity for Public Procurement (CIPP)

1. Introduction

Public procurement is perceived to be prone to corruption and ethical risks. To mitigate this, the officials of Procuring Entities involved in procurement and the bidders/ contractors must abide by the following Code of Integrity for Public Procurement (CIPP). The bidders/ contractors should accept a declaration about abiding by a Code of Integrity for Public Procurement (including sub-contractors engaged by them) during submission of bid, with a warning that, in case of any transgression of this code, it would be liable for punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

2. Code of Integrity for Public Procurement

Procuring authorities as well as bidders, suppliers, contractors, consultants, and service providers, should observe the highest standard of ethics and should:

a) **not indulge** in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

   i) **"Corrupt practice":** making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

   ii) **"Fraudulent practice":** any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

   iii) **"Anti-competitive practice":** any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

   iv) **"Coercive practice":** harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

   v) **"Conflict of interest":** any personal, financial, or business relationship between the bidder and any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;

vi) "**Undue Advantage**": improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain. This also includes if the bidder (or his allied firm) provided services for the need assessment/ procurement planning of the tender process in which he is participating;

vii) **"Obstructive practice":** materially impede the procuring entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity's rights of audit or access to information;

All such Bidders having prohibited practices, either directly or indirectly, at any stage during the procurement process, shall be disqualified.

Earnest Money deposited by such defaulting Bidders shall be forfeited and they shall be debarred from participating in future tenders in respective Authority for a minimum period of 12(twelve) months from the date of issue of such letter.

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

b) **Proactive disclosure,** whether asked or not, in a tender document:

i) Procuring authorities as well as bidders, suppliers, contractors, consultants, and service providers, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declare any conflicts of interest as per sub-para-a)-v) above – pre-existing or as soon as these arise at any stage in any procurement process or execution of contract;

ii) Bidders must declare, any previous transgressions with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity;

iii) The bidder/contractor must disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution of the Contract. The information disclosed must include the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee in a format given in the Tender Document.

3. **Punitive Provisions:** Without prejudice to and in addition to the rights of the procuring entity to other penal provisions as per the bid documents or contract, if the procuring entity concludes that a (prospective) bidder/ contractor/ supplier/ consultant/ service provider, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the Procuring Entity may take appropriate measures including one or more of the following:

   i) If his bids are under consideration in any procurement

      a. Forfeiture or encashment of bid security;

      b. calling off of any pre-contract negotiations; and

      c. rejection and exclusion of the bidder from the procurement process

   ii) If a contract has already been awarded

      a. Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;

      b. Forfeiture or encashment of any other security or bond relating to the procurement;

      c. Recovery of payments made by the Procuring Entity along with interest thereon at the prevailing rate;

   iii) Provisions in addition to above:

      a. banning/ debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding (02) two years and not less than 06 (six) months;

      b. In case of anti-competitive practices, information for further processing may be filed by the Competent Authority, with the Competition Commission of India;

      c. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

For ………………………
Signature ………………
(Name & Address)
(Official Seal)
Place ……………………
Date …………………….

[Note (Not to be part of Bid Document):

1. *A declaration shall be obtained from Procuring Officers for adherence to CIPP at the time of TC recommendation.*

2. *All Procuring officials may be asked to submit signed declarations to this effect while processing PR on ERP of CIL. To implement it uniformly and mandatorily, this undertaking shall be in-built in the PR format in ERP of CIL.]*

ANNEXURE – IV (PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY)

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

To
………………………..
………………………...
Re: Bank Guarantee in respect of Contract No…………Dated……… Between…………(Name of the Company) and……………(Name of the Contractor)

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

It has been agreed that the Contractor shall furnish a Performance Security in the shape of Bank Guarantee from a Scheduled Bank for a sum of Rs………… as security for due compliance and performance of the terms and conditions of the said Contract. We……… (name of the Bank) having its Branch/Office at……. ….. have, at the request of the Contractor, agreed to furnish this Bank Guarantee by way of Performance Security.
NOW, THEREFORE, we the……………… Bank (herein after called The Bank) hereby, unconditionally and irrevocably, guarantee and affirm as follows:

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

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

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

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

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

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

This Bank Guarantee shall also be operative at our ………………. Branch located at ....(detailed address), from whom, confirmation regarding issue of this guarantee or extension/renewal thereof shall be made available on demand.

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

The details of outstation Bank issuing the Bank Guarantee are as below.

i) Complete Postal Address with PIN Code-

ii) Branch Code-

iii) IFSC Code –

iv) SWIFT –

v) Telephone No. –

vi) Fax No. –

vii) Email ID –

The details of Local Operating Branch of the Bank issued the Bank Guarantee are as below.

i) Complete Postal Address with PIN Code-

ii) Branch Code-

iii) IFSC Code –

iv) SWIFT –

v) Telephone No. –

vi) Fax No. –

vii) Email ID –

Whenever there is change in postal address and/or other details of this branch issued the guarantee and/or the operative branch, we ....(the issuing bank) will ensure to intimate respective Area, being the beneficiary, of such changed address, telephone number, fax number and e-mail ID.

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

** Kindly refer the relevant clause of respective Manual for validity period of Bank Guarantee.*

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

We hereby declare that we are authorised to execute this bank guarantee.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by: (Signature)
(Name)
(Designation)
(Code)
(Address)

"The Bank Guarantee as referred above shall be operative at our branch at……. payable at…………………………. (Bid Document shall specify town/city of the operative Branch. Bank Guarantee shall specify name of the branch with address of the specified town/city)

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

ANNEXURE – V (PROFORMA OF BANK GUARANTEE FOR RELEASE OF RETENTION MONEY)

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

To
……………………
……………………

Re: Bank guarantee in respect of contract No…………………………………..………
Dated………………………… between …………………. (Name of the Company)
And ………………………………………………………. (Name of the Contractor)

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

It has been agreed that the Contractor shall furnish a Bank Guarantee from a Scheduled Bank for a sum of Rs………….. as security for release of equivalent amount of Retention Money as per Terms and Conditions of the said Contract.

We……… (name of the Bank) having its branch/Office at……..….. have, at the request of the Contractor, agreed to furnish this bank Guarantee by way of Performance Security.
NOW, THEREFORE, we the……………… Bank (herein after called The Bank) hereby, unconditionally and irrevocably, guarantee and affirm as follows:

The Bank do hereby irrevocably guarantee and unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the Terms and Conditions of the said Contract or shall commit any breach of its obligation thereunder, the Bank shall on its mere first written demand, and without any objection, demur and without any reference to the Contractor, pay to the Company the said sum of …………… or such portion as shall then remain due without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum, or failing on the Company to compel such payment by the Contractor.

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

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

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

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

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

This Bank Guarantee shall also be operative at our …………… Branch located at ....(detailed address), from whom, confirmation regarding issue of this guarantee or extension/renewal thereof shall be made available on demand.

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

The details of outstation Bank issuing the Bank Guarantee are as below.

i) Complete Postal Address with PIN Code-

ii) Branch Code-

iii) IFSC Code -

iv) SWIFT -

v) Telephone No. -

vi) Fax No. -

vii) Email ID –

The details of Local Operating Branch of the Bank issued the Bank Guarantee are as below.

i) Complete Postal Address with PIN Code-

ii) Branch Code -

iii) IFSC Code -

iv) SWIFT -

v) Telephone No. -

vi) Fax No. -

vii) Email ID –

Whenever there is change in postal address and/or other details of this branch issued the guarantee and/or the operative branch, we ....(the issuing bank) will ensure to intimate respective Area, being the beneficiary, of such changed address, telephone number, fax number and e-mail ID.

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

** Kindly refer the relevant clause of respective Manual for validity period of Bank Guarantee.*

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

We hereby declare that we are authorised to execute this bank guarantee.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by: (Signature)
(Name)
(Designation)
(Code)
(Address)

"The Bank Guarantee as referred above shall be operative at our branch at……. payable at………………………….(Bid Document shall specify town/city of the operative Branch. Bank Guarantee shall specify name of the branch with address of the specified town/city)

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

Instructions to Bidders for both BGs

NOTES TO BANK GUARANTEES

While issuing the Bank Guarantee, the issuing bank may please note the following.

i) The bank guarantees issued by the issuing bank on behalf of Contractor, supplier, customer in favour of ………… Limited shall be in paper form as well as Structured Financial Messaging System (SFMS).

ii) ………..(Company name) has chosen ….(Bank name) and ….(Bank name) to act advising/beneficiary bank of …...(Company name). The bank issuing the guarantee can choose either of these banks to send confirmation through SFMS.

iii) The details of beneficiary for issue of bank guarantee in SFMS platform is as furnished as below.

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	***
* Name of the Area/HQ, to which the Bid Document is concerned, is to be mentioned. ** Name of Department of the Area/ HQ, to which the Bid Document is concerned, is to be mentioned. *** Details of Bank Account, IFSC Code, Bank Address of the Area/HQ to which the Bid Document 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 ……… Limited at ………… (as the case may be) by Speed Post /Registered Post (AD).

ANNEXURE – VI (MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT)

1. Name of Bidder: ____
2. Address of the Bidder: ____

   City: ________________________________ PIN Code: ______________

   E-mail Id: ____

   Permanent Account Number: _____________________________________
3. Particulars of Bank

Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
(9 Digits code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number)			
RTGS CODE			
Account Type	Saving	Current	Cash Credit
Account Number (as appearing in the Cheque Book)			

4. **Date from which the mandate should be effective.**

   I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information. I shall not hold Company responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through online/ NEFT / RTGS transfer. I agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank for such e-transfer shall be borne by us.

Place:

Date:

Signature of the Party / Authorized Signatory

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

Banker’s Stamp

Date

(Signature of the Authorized official from the Bank)

ANNEXURE – VII (PROFORMA FOR LETTER OF BID)

THIS IS TO BE ACCEPTED UNCONDITIONALLY BY BIDDER

To,

The Tender Inviting Authority.
.... Limited

Sub: Letter of Bid for the Work/Service "___________" (*to be filled by the TIA*)

Ref: No.: "_________________________" (*to be filled by the TIA*)

Dear Sir,

This has reference to above referred bid. I/we have read and examined the conditions of contract, Scope of Work/ Service, technical specifications, BOQ and other documents carefully and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.

I /We am/are pleased to submit our bid for the above Work/ Service. 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/ Service and agree to abide by and fulfill all terms and conditions and specifications as contained in the bid document.

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

I/We hereby confirm that this bid complies with the Bid validity, Bid Security and other documents as required by the Bidding documents.

All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.

All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.

I/ We hereby authorize department to seek references / clarifications from our Bankers.

We hereby undertake that we shall register and obtain license from the Competent Authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.

If any information furnished by me/us towards eligibility criteria of this bid is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against Company.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance shall constitute a binding contract between us and …….(*To be filled up by Department*) Limited.

Should this bid be accepted, we agree to furnish Performance Security within stipulated date and commence the Work/ Service within stipulated date. In case of our failure to abide by the said provision .... …….(*To be filled up by Department*) Limited shall, without prejudice to any other right or remedy, be at liberty to" cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period 12 months" **OR** to act as specified in the Bid Document.

ANNEXURE – VIII (PROFROMA FOR UNDERTAKING TO BE UPLOADED BY BIDDER/S ON THEIR LETTER HEAD)

(For a specific tender or for a particular category of tender, relevant Clauses may be added/ modified/ substituted/ deleted while framing the standard Bid Document)

Proforma for undertaking to be uploaded by bidder/s (on their letterhead) regarding relatives as employees of company, local supplier status of the bidder, CIPP etc.

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

1. Myself/Our Partners/Directors don't has/have any relative as employee of ………. (Name of Company viz. Coal India Limited/Subsidiary).

   OR

   The details of relatives of Myself/Our Partners/Directors working as employee of ……………. (Name of Company viz. Coal India Limited/Subsidiary) is as follows:
   a. Name of the employee
   b. Place of posting
   c. Department
   d. Designation
   e. Type of relation - Wife/Husband/ Father/ Step-Father/Mother / Step-Mother/ Son/Step-son/ Son's wife / Daughter / Daughter's Husband / Brother/ Step-Brother/ Sister / Step-Sister.

2. *I/We hereby confirm that we have registration with CMPF / EPF Authorities, as per requirement of the Bid Document, and ensure compliance with all statutory obligations, including timely payment of dues, as required under law.

   Or

   *I/We hereby undertake that we shall initiate and complete the registration process with the CMPF/EPF authorities, if applicable, as per the requirements of the Bid Document before the payment of first running on account bill and ensure compliance with all statutory obligations, including timely payment of dues, as required under law.

   <u>* Delete whichever is not applicable.</u>

3. ** I/We am/are not debarred or banned or delisted by DoE/ Ministry of Coal/ Coal India Limited for pan CIL/ respective Company [TIA to Enter the Name of subsidiary/Company], as applicable, which shall not affect the eligibility / qualification in the instant tender.

4. 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 _____________ Limited.

5. **I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P -45021/2/2017 PP (BE-II) dated 16.09.2020 and Revised vide Order No. P-45021/2/2017 PP (BE-II)-Part(4)Vol.II dated 19.07.2024, issued by Govt. of India as amended from time to time.

   OR

   **I / We …..have been debarred by……(name of procuring entity) for violation of Preference to Make in India (as applicable) vide Order No. P -45021/2/2017 PP (BE-II) dated 16.09.2020 and Revised vide Order No. P-45021/2/2017 PP (BE-II)-Part(4)Vol.II dated 19.07.2024, issued by Govt. of India as amended from time to time for a period of……year/s, effective from ………. to…..

   ****Delete whichever is not applicable.**

   Note: A bidder who has been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P -45021/2/2017 PP (BE-II) dated 16.09.2020 and Revised vide Order No. P-45021/2/2017 PP (BE-II)-Part(4)Vol.II dated 19.07.2024, issued by Govt. of India as amended from time to time shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment.

6. *I/we do not have any previous transgression of CIPP in last three years with any entity in any country.

   Or

   *I / We have been debarred by………………(name of procuring entity) for violation of Code of Integrity for Public Procurement (CIPP), for a period of………………… year/s, effective from ………………. to………………………..…..

   ***Delete whichever is not applicable**

7. You are required to give details of all 'allied' firms that come within the sphere of effective influence based on the following criteria, if applicable:

   a) You, being a proprietary firm, own it,

   b) You, being a partnership firm, have common (all or majority of) partners, or any one of partners having a profit share of 20% or more in it.

   c) You have common Management (say the majority of the directors) with it.

   d) Your partners or directors have a majority interest in its management;

   e) You have a controlling voice by owning substantial or majority (20% or more) shares in it.

   f) You directly or indirectly control it, are controlled by it, or are under common control through any agreement/ MoU or otherwise.

g) You are a successor/ subsidiary to it or vice-a-versa;

h) You have common offices/ manufacturing facilities with it.

I / We do not have any allied firms that come within the sphere of effective influence based on the above-mentioned criteria.

Or

I/ We have the following allied firms that come within the sphere of effective influence based on the above-mentioned criteria:

Sl. No.	Name of Allied firms	PAN	Remarks

8. **Certificate regarding compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries –**

   I have read the Clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any Work/ Service to a Contractor from such countries unless such Contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

   [***Note:*** *Where applicable, evidence of Competent Authority shall be attached.*]

9. *I/we do not have multiple business verticals within a State.

   Or

   *I / We have been multiple business verticals within a State and separate GST registrations for each vertical and the GSTIN of the specific business vertical pertaining to the supply and services covered under the Schedule of Requirements are as follows:

   a) ______
   b) ______

10. Details of the bidder's GST Jurisdictional Assessing Officer (Designation, Address and Email ID), as applicable:

    i. Designation:

ii. Address:

iii. E-mail:

11. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues and Debarment of our firm and all partners of the firm etc. from Bidding, as per the Bid Document.

Signature for & on behalf of Bidder
Office Seal

ANNEXURE – IX (SAMPLE FORMAT FOR LOCAL CONTENT CERTIFICATE)

Part – 1: For ECV up to Rs. 10 Cr.

Ref. No: ……….………………………. Date: …………………….

Certificate of Local Content as per Public Procurement (Preference to Make in India) Order, 2017 (as amended from time to time)

Tender No.: ……….………………………. dated …………………….

We certify that the works/services offered by us against the tender for the work "…………………………… (Name of work)" against Ref. No. .... Dated……………., meet the minimum local content requirement and has local content:

* Equal to or more than 50% (Select this, in case of Class-I Local Suppliers) i.e………% (indicating the percentage of local content).

* Equal to or more than 20% but less than 50% (Select this, in case of Class-II Local Suppliers) i.e.………% (indicating the percentage of local content).
(*Delete whichever is not applicable.)

The details of the location(s) at which the local value addition is made, if applicable is / are as under:

1.
2.

[Note for Joint Venture: In the case of a Joint Venture (JV), each member shall submit a separate Self-Certification indicating the percentage of local content in the offered items. The overall local content of the Joint Venture shall be calculated as the weighted average of the local content percentages of the individual members, based on their respective participation share and work responsibilities as defined in the Joint Venture Agreement.

Each member shall also provide a self-certification detailing the location(s) where local value addition has been made.]

Part – 2: For ECV more than 10 Cr.

Ref. No: ……….………………………. Date: …………………….

Certificate of Local Content as per Public Procurement (Preference to Make in India) Order, 2017 (as amended from time to time)

Tender No.: ……….………………………. dated …………………….

*I/We …………………. the Statutory Auditor / the Cost Auditor / Practicing Cost Accountant / Practicing Chartered Accountant (Strike-off which is not applicable) of M/s …………………, having registered office at …………………… hereby confirm that the percentage of local content in the offered product / service of M/s …………………………… is _____ % and meets the local content requirement for 'Class – I local supplier' as prescribed under Public Procurement (Preference to Make in India) Order, 2017 (as amended from time to time).

OR

*I/We …………………. The Statutory Auditor / the Cost Auditor / Practicing Cost Accountant / Practicing Chartered Accountant (Strike-off which is not applicable) of M/s …………………, having registered office at …………………… hereby confirm that the percentage of local content in the offered product / service of M/s …………………………… is _____ % and meets the local content requirement for 'Class – II local supplier' as prescribed under Public Procurement (Preference to Make in India) Order, 2017 (as amended from time to time).
(*Delete whichever is not applicable.)

For ……….. (Name of the firm issuing the Certificate)

Sign: ………………….

Official Stamp ……………

UDIN No.: ………………

M. No.: …………………

Place: …………………

Date:

The details of the location(s) at which the local value addition is made, if applicable is / are as under:
1.
2.

Signature of Bidder / Authorized Representative

[Note for Joint Venture: In case the bidder is a Joint Venture (JV), each member shall submit a certificate with UDIN issued by the statutory auditor or cost auditor (in the case of companies), or by a practicing cost accountant or practicing chartered accountant (for entities other than companies), indicating the percentage of local content in the items offered. Such certificates shall be issued in the name of the individual JV members as per their respective legal status.

The overall local content of the Joint Venture shall be calculated as the weighted average of the local content percentages of the individual members, based on their participation share and work responsibilities specified in the Joint Venture Agreement.

Each member shall also provide a self-certification detailing the location(s) where local value addition has been made.]

ANNEXURE – X (SAMPLE LETTER OF ACCEPTANCE/ AWARD)

(Specimen Copy – Respective Company may modify suitably based on the nature of service)

To,
M/s _______________
Name of Work/ Service: -

Ref. No.: -
GeM Bid No.: -

LETTER OF ACCEPTANCE / AWARD

Sir/Madam,

I am directed to inform you that after evaluating the bids submitted by you. …………. Limited is pleased to inform you that you have been selected as the successful bidder for the performance of Services.

The contract value of Rupees ____________(______________) (amount in words and figures), is hereby accepted as follows:

Work/ Service Description: _______________________

The time of completion for the Work/ Service shall be ………… days, which shall be counted from the [*********************] issue of letter of acceptance. However, the Contract Period will commence after date of LoA.

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 after issuance of this letter of acceptance and sign the contract failing which actions as stated in Clause No. _______ of Additional Terms & Conditions (Instruction to Bidders) shall be taken.

The Bank Guarantee issued by the issuing bank on behalf of contractor / supplier in favour of _________ Limited shall be in paper form as well as issued under Structural Financial Messaging System (SFMS).

You are advised to Contact Area General Manager, [******* Area *******], for detailed Work/ Service order and execution of formal agreement.

Yours faithfully,

Tender Inviting Authority

ANNEXURE – XI (SAMPLE FOR NO CLAIM CERTIFICATE)

(Specimen Copy – Respective Company may modify suitably based on the nature of service)

(On Contractor's firm letterhead)

To,

The Engineer-in-Charge
________________Limited

Subject: No Claim Certificate

Ref: **Contract Agreement no. ---------------- dated --------------for the service of -------------------------**

Sir,

We have received the sum of Rs. (Rupees ____________________________________ only) in full and final settlement of all the payments due to us for the delivery of services of ________________________________ under the above-mentioned contract agreement. We here by unconditionally and without any reservation whatsoever, certify that with this payment, we shall have no claim whatsoever, of any description, on any account, against Procuring Entity, against aforesaid contract agreement executed by us. We further declare unequivocally, that with this payment, we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,

Signatures of contractor or
officer authorised to sign the contract documents
on behalf of the contractor
(company stamp)

Date:
Place:

ANNEXURE-XII (AGREEMENT FORMAT)

This agreement, made the _______________ day of ___________20___________ 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/ Services") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works/ Services and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement, Works/ Service 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 convenants with the Employer to execute and complete the Works/ Service and remedy any defects therein in conformity in all respects with the provisions of the Contract.

3. The Employer hereby convenants to pay the Contractor in consideration of the execution and completion of the Works/ Service 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/ Service;
   (iii) Contractor's Bid;
   (iv) Conditions of Contract;
   (v) Specifications;
   (vi) Drawings;
   (vii) Bill of Quantities;
   (viii) Scope of Work/ Service and Conditions of Contract;
   (ix) Integrity Pact and
   (x) Any other document listed in the bid document/ Contract as forming part of the contract

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

The Common Seal of ____

was hereunto affixed in the presence of: ________________________________

Signed, Sealed and Delivered by the said________________________________

in the presence of: ____

Binding Signature of Employer ____

Binding Signature of the Contractor

Signature of Witness

(Name, address & Date)

ANNEXURE-XIII (TECHNICAL DOCUMENT)

ANNEXURE-XIV (ANNUAL PRODUCTION PROGRAMME)

The Contractor shall extract and deliver Coal in accordance with the following Annual Programme of Production for each Accounting Year:

Accounting Year	Coal to be extracted
	(In MT)
1st	
2nd	
3rd	
4th	
5th	
Subsequent years	
Total	

ANNEXURE-XV (HIGH POWER COMMITTEE RECOMMENDATION)

ANNEXURE – XVI (BID SUBMISSION CONFIRMATION SHEET)

(Specimen Copy – Respective Company may modify suitably based on the eligibility criteria)

Bid Submission Confirmation (BSC) Sheet	
Name of Work/ Service	
Ref. No.	

Bidders Details			
Name of the Bidder (If bidder is JV, then the name of JV shall be entered, not the Lead Member submitting bid on behalf of JV)			
Registered Address of the bidder		Name of Members / Directors /Proprietor of the bidder and specify Lead Member of JV	
Postal Code		Name of Authorized Representative of the bidder	
Bidder's Legal Status (Proprietor /Partnership/Company/LLP/JV etc.)		Phone No. of Authorized Representative of the bidder	
Correspondence Email id of bidder		Mobile No. of Authorized Representative of the bidder	
Permanent Account Number (PAN) of Bidder		GST IN	

Bidder General Technical Evaluation - Status - Complied

Sl. No.	**Particulars**	**Expected Value**	**Bidder Value**

1	Confirmation in the form of Yes/No regarding submission of BID SECURITY / DOCUMENT of exemption as per the requirements of Bid Document.	Yes	Yes/No
2	Confirmation in the form of Yes/No regarding possession of requisite document of TECHNICAL CAPACITY as per the requirement of Bid Document.	Yes	Yes/No
3	Confirmation in the form of Yes/No regarding possession of requisite document of AVERAGE ANNUAL TURNOVER as per requirement of Bid Document.	Yes	Yes/No
4	Confirmation in the form of Yes/No regarding possession of requisite document of WORKING CAPITAL as per requirement of Bid Document.	Yes	Yes/No
5	Confirmation in the form of Yes/No regarding possession of requisite document of PERMANENT ACCOUNT NUMBER/ TAX RESIDENCY CERTIFICATE as per requirement of Bid Document.	Yes	Yes/No
6	Confirmation in the form of Yes/No regarding possession of requisite document of GOODS AND SERVICES TAX as per requirement of Bid Document.	Yes	Yes/No
7	Confirmation in the form of Yes/No regarding possession of requisite document of LEGAL STATUS OF BIDDER as per requirement of Bid Document.	Yes	Yes/No
8	Confirmation in the form of Yes/No regarding acceptance of INTEGRITY PACT as per format given in the Bid Document, as applicable.	Yes	Yes/No
9	Confirmation in the form of Yes/No regarding acceptance of RESTRICTIONS ON PUBLIC PROCUREMENT FROM CERTAIN COUNTRIES as per format given in the Bid Document.	Yes	Yes/No
10	Confirmation in the form of Yes/No regarding acceptance of CODE OF INTEGRITY FOR PUBLIC PROCUREMENT as per format given in the Bid Document.	Yes	Yes/No
11	Confirmation in the form of Yes/No regarding acceptance of LETTER OF BID (LOB) as per format given in the Bid Document.	Yes	Yes/No
12	Confirmation in the form of Yes/No regarding acceptance of the provisions of Public Procurement (Preference to Make in India), order and amended time to time.	Yes	Yes/No
13	Confirmation in the form of Yes/No regarding possession UNDERTAKING REGARDING RELATIVES AS EMPLOYEES OF COMPANY, DEBARMENT etc. as per requirement of Bid Document.	Yes	Yes/No
14	Whether the bidder has agreed to the Technical Document as per Annexure-XIII and Annual Production Programme as per Annexure-XIV of ITB.	Yes	Yes/No
Note: 1. In case, any of the declaration given by Bidder in General Technical Evaluation as above is marked NO under seller/bidder value, the same shall be cross checked by the seller/bidder before submission of Bid.			

2. The Bidders are requested to kindly enter the date in dd-mm-yyyy format only.			
MSE Certificate No. (If applicable)		**EMD UTR Ref. No. (If applicable)**	

FINANCIAL INFORMATION

(To be submitted by Bidder/ each Member of JV)

FINANCIAL QUALIFICATION REQUIREMENT (to be met by Bidder / Members of JV) as per relevant Clause	
Particulars	**Reply of Bidder**
Bank reference (with full name and address of all bankers)	
<u>Turnover</u>	
a) [$] Average Annual Financial Turnover Amount (in INR)……….. (₹ Crores) in 3 FYs chosen by Bidder	
b) CA/ Equivalent Authority Name	
c) CA Membership No/Eqvt Authority No.	
d) UDIN of certificate issued	
<u>Working Capital</u>	
a) Amount (in INR) minimum…………..	
b) Name of the institution and details of person concerned/ Chartered Accountant issuing certificate.	
c) Ref No. of issuing authority	
d) Date of issue	
e) UDIN of certificate (if issued by CA)	
<u>Documents to be attached</u>	
i) Certificate of Turnover of chosen 3 FYs by CA ii) Certificate of Working Capital by CA In case of JV, above documents to be submitted by each Member(s)	

[$] *For conversion of US Dollars to Rupees, the rate of conversion shall be Indian Rupees [**as on 60 (sixty) days prior to the date of invitation of Bid **] to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date which is 60 (sixty) days prior to the date of invitation of Bid, and the amount so derived in US Dollars shall be converted into Indian Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily reference exchange rates published by the Reserve Bank of India for the relevant date. In case the reference exchange rate is not published by the Reserve Bank of India, any reference exchange rate referred by the Reserve Bank of India or the Government of India will be considered.*

TECHNICAL INFORMATION

(***Individual formats to be submitted for each work experience***)

Brief description of Job (Production of coal using Continuous Miner)	
Name of the Member responsible for the job	
Work Order Number/ Agreement Number	
Name of mine & Location	
Client's Details Address, Tel. No., Fax-No., e-mail, website	
Type of equipment deployed	
Targeted Annual production (average)	
Average Annual production achieved	
Maximum production achieved in a year using a set of Continuous Miner	
Value of total Contract	
Start date & end date of qualifying experience	
Date of award	
Scheduled date of Completion	
Date of actual completion	
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)	
Name:	
Designation:	

	Signature with seal	Date