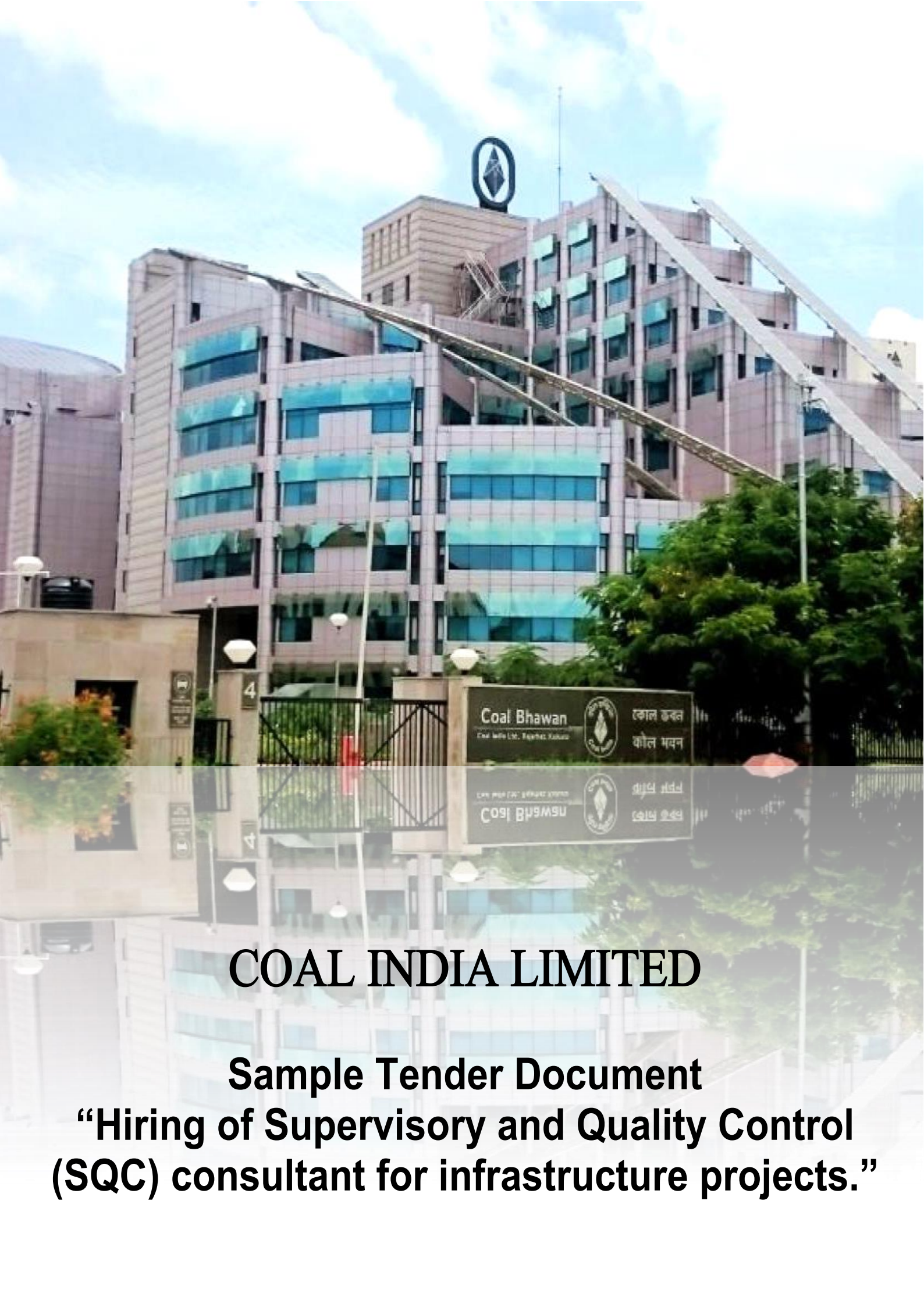




COAL INDIA LIMITED

Sample Tender Document

“Hiring of Supervisory and Quality Control (SQC) consultant for infrastructure projects.”

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SCOPE OF WORK

Tenders are invited online on the website <https://gem.gov.in> from the eligible Bidders. The registration shall be in the name of the Bidder, whether an individual, proprietorship firm, partnership firm, LLP, company registered under the Companies Act, or any other eligible legal entity.

1. INTRODUCTION

(1)	(2)	(3)	(4)
Description of work	Estimated cost of the Infrastructure Project including GST @ 18% (Cost of works till commissioning only i.e. Project cost excluding O&M)	Estimated cost of the SQC services incl. GST*	Period of Completion** (days)
Engagement of services of Supervisory and Quality Control (SQC) consultant for the work “Planning, design.....”	To be provided for each infrastructure project	As per NOTE below	Period of the construction including commissioning of the infrastructure project.

*Estimated cost of the consultancy services of the instant tender is the upper limit of acceptance. Any bid quoting above that shall not be accepted for award of the work and tender shall be re-tendered, even if that bid is H-1.

**In case of the extension of the time period of commissioning of the project for any reason whatsoever, the period of completion of the SQC contract shall be extended till the actual date of commissioning as certified by Engineer-in-charge, without any extra cost. Price Variation shall be paid only for the period beyond the stipulated period as per Conditions of Contract considering 90% Labour Component and 10% Material Component.

NOTE:

For Project Cost less than Rs. 500 crores:

3% of :

- a. Survey Soil Testing
- b. Civil and Structural Cost

+ 1% of:

- a. Supply & Installation portion

b. Erection & Commissioning cost

For Project Cost equal to or more than Rs. 500 crores and up to Rs. 1000 crores:

2.5% of:

a. Survey Soil Testing

b. Civil and Structural Cost

+ 1% of:

a. Supply & Installation portion

b. Erection & Commissioning cost

For Project Cost equal to more than Rs. 1000 crores

2% of :

a. Survey Soil Testing

b. Civil and Structural Cost

+ 0.5% of:

a. Supply & Installation portion

b. Erection & Commissioning cost

The resulting amount shall be rounded off to the next thousand.

2. BACKGROUND:

..... Coalfields Limited (Subsidiary) invites Bids for selection and engagement of consultant for providing Supervisory and Quality Control (SQC) services for the work “.....”

Brief Scope of the Infrastructure work for which SQC services are required:

.....

[The copy of the detailed Scope of Work to be attached.]

3. Time Schedule of Tender

- **Bid Start Date/Time:** Will be Defaulted to The Date/Time When Bid is Published
- **Bid Duration:** 15 Days (minimum)
- **Bid End Date/Time:** 15*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 per GeM Portal.

Note:

- i) If number of bids received online is found to be less than three on the end date of bid submission then the following critical dates of the Tender will be automatically extended at the time of bid opening as per GeM functionality for a period of Four (04) days.

- Last date of submission of Bid.
- Last date of submission 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.
- 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 validity period of the tender shall be decided based on the final end date of submission of bids.
- v) Personal Computer connected with internet. It will be the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the GeM portal. Under no circumstances, CIL shall be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the GeM portal or internet connectivity failures.
- vi) The Employer reserves the right to issue corrigendum/addendum and it shall be binding on part of the Bidders.
- vii) The Company is not under any obligation to accept the highest score Bid and reserves the right to reject any or all the Bids without assigning any reason whatsoever.
- viii) The company reserves the right to extend the date of submission and opening of bid or to cancel the bid without assigning any reason whatsoever. Any addendum/corrigendum/date extension etc. in respect of above tender will be published in GeM portal only. Bidders are therefore requested to visit GeM Portal regularly to keep themselves updated.
- ix) 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.
- x) The Bidders should submit bid for the whole work mentioned in the Scope of work/Bill of Quantity.
- xi) The successful Bidder will be expected to complete the Work 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 will be rejected.
- xiii) The bidder must upload all the documents strictly as required as per the terms of the tender in the space provided on the GeM portal. Any other document uploaded which is not required as per the terms of the NIT shall not be considered. No information related to the Price Bid or Financial Quote shall be uploaded, included, or disclosed in any part of the bid other than the designated Price Bid section of the GeM portal. Any such disclosure shall result in outright rejection of the bid.
- xiv) Procurement of Services through GeM for Services
 - a) The guidelines issued by GeM/Gol 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's manual.
 - b) The other provisions which are not mandated by GeM portal shall be guided as per respective Manuals/Guidelines.

4. Pre-bid Meeting/Interaction

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

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

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

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

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

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

NOTE:

- a. *Participation is not mandatory. However, if a bidder chooses not to (or fails to) participate in the Pre-bid conference or does not submit a written query, it shall be assumed that they have no issues regarding the techno/ commercial conditions.*
 - b. *The date and time for such a meeting should normally be after 7 to 21 (seven to twenty-one) days of issue of the Tender Document and should be specified therein. The date and time by which the written queries for the Pre-bid must reach the authority and the last date for registration for participation in the Pre-bid conference are also mentioned in the tender Document (3 days before the date of the conference, if not specified). The pre-bid conference may also be held online at the discretion of the Procuring Entity.*
 - c. *Timelines for response to the pre-bid conference, e.g. Replies to Questions, issue of minutes of the pre-bid conference, Corrigenda, etc, should be mandatorily mentioned in the tender document and complied with.*
 - d. *Delegates participating in the Pre-bid conference must provide a photo identity and an authorisation letter as per the specified format from their Company/ principals; else, they shall not be allowed to participate.*
 - e. *After the Pre-bid conference, Minutes of the Pre-bid conference shall be published on the Procuring Entity's portal within seven days from the conference. Where some significant changes are made in the terms/scope of the Tender Document as a result of the pre-bid meeting or otherwise considered necessary by the Procuring Entity, a formal corrigendum may be issued to all bidders, which shall form part of the Tender Document. To give reasonable time to the prospective bidders to take such clarifications into account in preparing their bids, the Procuring Entity may suitably extend, as necessary, the deadline for the bid submission.*
5. The provisions regarding instructions to bidders, notification of award, formation of agreement, acceptance/rejection of Bid, cancellation/award with respect to the Tender, conditions of contract, scope of work, annexures etc. shall be the Part of Bid Document.
 6. **No subletting of the services is allowed. Joint Venture / Consortium are also NOT allowed.**
 7. **Contract Integrity Pact**
 Bidders are required to accept the pre-contract integrity pact as available in the Bid documents 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 at time of execution of formal agreement.

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

Name	Address	Contact Details

Signature (Tender Inviting Authority)

DETAILED SCOPE OF WORK

Terms of Reference (TOR)

[NOT TO BE PART OF THE TENDER DOCUMENT:]

- a. The below provided Terms of Reference (TOR) is indicative and can be modified by the subsidiary on a tender to tender basis with the approval of their concerned Director.*
- b. The SQC contract preferably to be awarded not later than 07 days of the award of the works (infrastructure) contract.]*

A. GENERAL:

1. It is proposed to engage qualified consultants, possessing proven relevant experience in the field of implementing infrastructure projects of similar nature and size, for the supervision & quality control consultancy works.
2. The contract works involve construction and commissioning of the infrastructure project involving survey, geo-engineering investigations, design and engineering, supply, erection and commissioning of equipment, plant and machineries including internal services, development of land and related external services etc.
3. CIL/ Subsidiary will be the executing agency of this project.

B. Scope of the Work of the project:

The detailed scope of the work to be executed by the Infrastructure Contractor is attached herewith. In case of any change in the scope of work, the consultant shall be provided with the modified version, if available before the end date of bid submission. **[Attaching the Technical Bid Document of the proposed EPC contract.]**

C. OBJECTIVES-

The objectives of engaging Consultancy Services are:

- 1) **Action as an Engineer:** Management of works contract as ‘an Engineer’ in terms of works contract including field measurements, quality assurance, testing of work done and execution in accordance with approved designs & drawings based strictly on recommendation of CMPDI (design consultant) / scope of work / codal provisions / specifications within the stipulated time.
- 2) **Supervision:** Comprehensive supervision of construction activities, supply, erection and commissioning of equipment / P&M carried out by the contractors to ensure complete compliance with the approved drawings, technical specifications and various stipulations contained in the contract documents. The approved drawings may be subject to revision to comply scope of work.
- 3) **Supervision Through Team:** Efficient construction supervision, erection of P&M / Equipment by personnel who are experienced in the modern methods of construction supervision, Mechanical and Electrical, Electronics and Control & Instrumentation(C&I), Erection and Commissioning and contract management.
- 4) **High Standard:** Ensure high standards of quality assurance in the supervision/execution of work

- 5) **Timely Completion of Work:** Completion of work within stipulated time limit by effective monitoring mechanisms/tools
- 6) **Training:** Training employer's representative staff in managing the contracts.

D. Contract Management Framework (CMF)

1. **Role as an Engineer:** The Consultant shall nominate a representative who shall be designated as Team Leader (TL) and will act as 'Engineer'. The Engineer shall have a team of experienced professionals and support staffs for performing Consultancy Service under the Contract. However, the Consultant's firm shall be responsible for all actions taken by its Team Leader and his team.

2. **Team of Professional:** Consultant's team comprising of Assistant Resident Engineer (ARE), Quality Control Engineers, Billing Engineers, Quantity Surveyor, Field Engineers (FE) etc. shall work under the supervision of Project Coordinator/Team leader/Resident Engineer (PC/TL/RE).

3. **Engineering Decisions:** The Consultant will make the necessary measurements and ensure the quality of works. The Consultant shall suggest engineering decisions required during the implementation of the Contract. However, the Consultant shall suggest to the Engineer in Charge with regard to the following:

- i. Any variations or deviations having financial implications.
- ii. Variation in work quantities.
- iii. Requirement of additional items.
- iv. Change in specification and modification in approved drawing.
- v. Monitoring of hindrances and its recommendation in Approval of Time Extension to the contractor.
- vi. Stopping, Suspension and/or termination of the work contract.

The above suggestions, if any, should be supported with reasons and analysis for consideration of the Engineer in Charge.

[NOT TO BE PART OF THE TENDER DOCUMENT: Engineer-in-charge should consult with the Design Consultant before taking decisions on the suggestions of SQC, if applicable]

E. Scope of Consulting Services –

1. Generic:

The Scope of Consulting Services shall include but not necessarily be limited to the following:

- i. The consultants are required to visit the site to collect necessary information/data before bidding the tender.
- ii. Monitoring the statutory clearances required for physical execution of the work viz. approval from local authorities, Clearance from statutory bodies etc. The consultant should update the employer regarding the status of clearances on fortnightly basis along with the progress report.

- iii. **Scrutinize Work Program (PERT):** Scrutinize the Contractors' detailed work programme (PERT), suggest modifications, if any, after a careful study keeping in view the overall interest of the project and recommend the same for approval of the Engineer-in-charge. Work programme (PERT)/L-2 network should be scrutinized within 07 days of the submission of the programme by the contractor and obtain approval of the Engineer-in-charge. The programme will be issued to the contractor within 15 days of submission of work programme (PERT).

NOTE: In case, the work program cannot be scrutinised by the SQC consultant before approval of owner due to non-award of the SQC contract or any other reason whatsoever, then the work program shall be mutually agreed by Owner and the Contractor as per the stipulated timeline of their respective contract. After award of SQC contract, the consultant may give suggestions (if any) to the Engineer-in-charge for review of the work program (PERT).
- iv. **Scrutinize Personnel Deployment:** Scrutinize and/or review Contractor's superintendence, personnel and suggest modifications, if any.
- v. **Site Handing Over:** Initiate advance actions for handing over of site and/or issue of drawings, and / or advice client.
- vi. **Scrutiny of construction methods:** Scrutinize the construction methods proposed by the Contractor for carrying out the works to ensure that these are satisfactory with particular reference to the technical requirements, project implementation schedule and environmental aspects as well as safety of works, personnel and the general public.
- vii. **Liaise:** Liaise and co-ordinate with the local authorities, contractor to remove all obstacles for shifting of utilities wherever required and also tree cutting.
- viii. **As Constructed Drawing:** Certify 'as constructed' drawings for each component of the works finished by the Contractor.
- ix. **Tour Diary:** Maintain a day-to-day diary recording all events relevant to the works.
- x. **Review Design, Drawing, BOQ and Specification:** Review designs, drawings, BOQ and specification with respect to actual site conditions on behalf of the Engineer in Charge and suggest modifications, if required or deemed appropriate. Any minor realignment, redesign/ modification, any additional design of the structure for completion of the project will be suggested by the consultant and simultaneous necessary assistance to the Engineer in Charge shall be promptly extended by the consultant for obtaining approvals of minor modification from competent authorities.
- xi. **Insurances Compliance:** Ensure requisite insurances have been received and they comply with the requirements of the contract;
- xii. **Review of Statutory Compliance:** Review compliance with the documentation and advance actions requirements, including securing of statutory clearances and permits or handing over of site, and advise on issuing the notice to set the Commencement Date.
- xiii. **Quality Assurance System:** Ensure that the contractor effects and implements a system for the quality control of the works. The system of control of quality of materials and completed works shall also include sampling methods and criteria and

acceptance criteria. The sampling methods and the acceptance criteria shall be based on statistical methods and the recommendations of the relevant Code/ NIT stipulations. In case there is no specific NIT stipulations / modification, design consultant should scrutinize the same. The QA programme should also be scrutinized by the consultant before being scrutinized by design consultant and approval of EIC

- xiv. **Scrutinize Contractor's Mobilization:** Scrutinize the contractor's mobilization of the Contractor's Equipment to ensure the nominated plant and equipment is delivered to the site in accordance with the contractor's programme and that permits where necessary are obtained in a timely manner.
- xv. The consultant shall advise Engineer-In-Charge during proceedings for settlement of disputes between contractor and the client, if any.
- xvi. Scrutiny of Safety Management Plan submitted by the contractor.

2. Inspection and Supervision-

- i. **Kick off Meeting** - The purpose of the kick-off meeting is to formally notify contractor, and Engineer in Charge or his representatives that the project has begun and bring all stake holders of the project to the common understanding of the project and debrief them their roles, obligation and compliance requirements in the project. The consultant will share project start up diligence report (Commencement Report) with contractor(s) and Engineer in Charge.
- ii. **Setting-Out:** Carry out detailed checking and verification of the setting-out data for the work including lines, levels and layout to ensure conformity with the working drawings.
- iii. **Site analysis:** it shall include following:
 - a. Site location and connectivity with nearby facilities
 - b. Site preparation required for mobilization
 - c. Site vegetation
 - d. Water availability
 - e. Utility lines and electricity connections
 - f. Water logging/ flooding. HFL
 - g. other hindrances
 - h. Encroachments
- iv. The survey and geo-engineering investigation of the site
- v. Finalization of Plant Layout
- vi. **Adequacy of Facilities:** Carry out regular inspection of the Contractor's equipment, plant, machinery, installations, housing and medical and mandatory facilities etc. and ensure that they are adequate and are in accordance with the terms and conditions of the contract.

- vii. **Safety of Properties:** Direct the Contractor to carry out all such works or to do all such things as may be necessary to avoid or to reduce the risk in case of any emergency affecting the safety of life or of the works or of the adjoining property and advise the Employer as soon thereafter as is reasonably practicable.
- viii. **Safety and Health of Workers:** Supervise the work contract in all matters concerning safety and care of the workers including environmental aspects and labour welfare obligation of the contractor in addition to the health and safety of consultant's own employees.

3. Quality of Materials and Works-

- i. **Evolving Quality Assurance System:** Evolve and implement a system for the quality assurance of the works in line with the approved quality assurance plan included in the contract agreement. The system of control of quality of materials and completed works shall also include sampling methods and criteria and acceptance criteria.

The manufacturing and delivery schedule of equipment, Mechanical and Electrical P&M and other items as per QUALITY ASSURANCE PLAN, PDI / ONSITE INSPECTION, site testing of welding and other works. Material Dispatch Clearance Certificate (MDCC) for supply portion, in line with agreed PERT network, shall be issued after necessary inspection and clearance by consultant. **The sampling methods and the acceptance criteria shall be based on statistical methods and the recommendations of the NBC / BIS publications/ CPWD Specifications and international practices.** The consultant will get the RCC works laid in his presence and the samples for the same shall be collected as per norms. Any other aspects including the on-site supervision and testing of Supply, Fabrication & Erection portion of the contract for proper quality control shall be finalized between the Consultant and the Employer. Supervision of Erection and Commissioning of Electrical, Mechanical and C&I system as per scope / Technical Specifications of NIT / BIS or any other standard. The aforementioned tests are indicative only and not exhaustive.

- ii. **Workmanship:** Inspect the performance of works regarding workmanship and compliance with the specifications, approved drawings, order/supervise/perform tests on materials and/or work and approve/disapprove the Contractor's plant and equipment.

- iii. a. **Approval of Material before Bulk Supply at Site:** Review and approve the test results/certificates of all construction materials and/or sources of materials and carry out additional tests from any third party lab [NABL certified laboratory / National Institute of Technology (NIT) / Indian Institute of Technology (IIT)], if required, at the cost of contractor as necessary to establish their quality. The cost incurred in such testing shall be borne by construction contractor or employer, as specified in the Contract agreement between them. **SQC consultant will obtain prior permission from Engineer-in-charge before sending samples for testing to NABL accredited laboratory / National Institute of Technology (NIT) / Indian Institute of Technology (IIT).** The consultant shall assist Engineer in Charge to approve material after testing and allow the contractor to bring only tested and passed material in bulk at site for use in the work. Standard protocol for sampling and transportation and delivery in the lab shall be followed by contractor at his own cost.

- b. Prior to supply, SQC shall inspect the components of CHP/P&M as per NIT/ Contract Agreement specifications, and as per approved QAP, relevant Indian Standard Specifications or in its absence with equivalent International Standard as tabulated below:

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S.No.	Components of CHP/P&M	Governing IS/Standards/NIT/Contract Agreement Clauses
1.	BELT CONVEYORS	Pulley : IS 8531 Idlers: IS 8598, IS 1570 IS 11592 (unless otherwise stated) & As per NIT/ Contract Agreement specifications
2.	TECHNOLOGICAL STRUCTURES	
3.	GEAR BOX	
4.	COUPLINGS	
5.	CST/SCOOP /CONTROLLED FILLED FLUID COUPLING	
6.	BELTING	Nylon – IS 1891 Steel Cord – IS15427,IS 5423 & DGMS circular no. 6 dtd. 06.09.01
7.	CHUTES	
8.	BELT CLEANERS	
9.	IMPACT PADS	
10.	SKIRT	
11.	GATES	
12.	DIVERTER	
13.	FLAP GATE	
14.	SCREENER CUM SIZER	
15.	ELECTRO MECHANICAL VIBRO FEEDER	As per NIT/ Contract Agreement specifications & Motor – IS 325
16.	RECLAIM FEEDER	As per NIT/ Contract Agreement specifications
17.	APRON FEEDER	Relevant Indian Standard and Codes of Practice or in its absence with equivalent International Standard.
18.	ELECTRIC OVERHEAD TRAVELLING CRANE	Relevant Indian Standard Specifications or in its absence with equivalent International Standard.

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19.	SEMI-MOBILE CRUSHING PLANT (SKID MOUNTED)	Relevant Indian Standard Specifications or in its absence with equivalent International Standard
20.	DOUBLE ROLL CRUSHER	Relevant Indian Standard Specifications or in its absence with equivalent International Standard
21.	ROCK BREAKER	Relevant Indian Standard Specifications or in its absence with equivalent International Standard
22.	SIZER	Relevant Indian Standard Specifications or in its absence with equivalent International Standard
23.	ROTARY PLOUGH FEEDER	As per NIT/ Contract Agreement specifications
24.	MAGNETIC SEPARATOR	Relevant Indian Standard Specifications or in its absence with equivalent International Standard
25.	METAL DETECTOR	Relevant Indian Standard Specifications or in its absence with equivalent International Standard
26.	BELT WEIGHER	As per NIT/ Contract Agreement specifications
27.	RAPID LOADING SYSTEM	As per NIT/ Contract Agreement specifications
28.	PRE WEIGH HOPPER	
29.	TRUCK LOADING SYSTEM	
30.	FREIGHT CUM PASSENGER LIFT	1.IS: 14665 (Part-1):2000 : Guidelines for Outline Dimensions 2. IS: 14665 (Part-2,Sec-1&2) : Code of Practice for Installation, Operation & Maintenance 3. IS: 14665 (Part-3,Sec1&2):2000 : Safety Rules

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		4. IS: 14665 (Part-4,Sec-1to9):2001 : Components 5. IS: 14665 (Part-5:1999 : Specification, Inspection Manual 6. IS: 732(Current) : Code of practice for electrical wiring installations 7. IS: 2365(Current) : Steel wire suspension ropes for lifts, elevator & hoists 8. IS: 8216(Current) : Guide for inspection of lift wire ropes & other internationally acceptable Standards, which ensure equal and higher performance & safety than those specified above, shall also be acceptable.
31.	SAMPLING SYSTEM	Relevant Indian Standard Specifications or in its absence with equivalent International Standard
32.	FIRE DETECTION & FIGHTING SYSTEM	IS 13039(latest): External Hydrant Systems — Provision and Maintenance — Code of Practice; IS3844(latest): Code of practice for installation and maintenance of internal fire hydrants and hose reels on premises; IS15325(latest): Design and Installation of Fixed Automatic High and Medium Velocity Water Spray System —Code of Practice / National Fire Protection Association (NFPA), USA, Codes.
33.	DUST SUPPRESSION & EXTRACTION SYSTEM	Relevant Indian Standard Specifications or in its absence with equivalent International Standards

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34.	BELT VULCANISER	Relevant Indian Standard Specifications or in its absence with equivalent International Standard
35.	AIR BLASTER	
36.	PV SYSTEM	
37.	PLANT CLEANING SYSTEM	
38.	OHE	RDSO Technical Instruction No. TI/IN/0041 dated 22/09/2020 or any latest specification by RDSO
39.	FEEDER BREAKER	As per NIT/ Contract Agreement specifications
40.	30 kV Surge Type Lightning Arrestor	IS:15086 (Part-V), IS:5350, IEC 60099-4
41.	33 kV Off Load Isolator & Earthing Switch	IS/IEC 62271-102, IS:3043, IS:11353, IS:5350, IS:13134, IS:2486, IS/IEC 60137
42.	33 kV Outdoor Vacuum Circuit Breaker	IEC 62271-100/200, IS/IEC 60137, IS/IEC 61439-2, IS:2705, IS:3043, IS:10118, IEC 60445, IS:12021
43.	33 kV Current Transformer	IS:2705, IS 16227, IEC 61869-1
44.	33 kV Potential Transformer	IS 16227, IEC 61869-1
45.	33/6.6 & 33/3.3 kV Power Transformer	IS:2026, IEC:76, IS:10028, IS:1866/IEC 60422, IS/IEC 60137, IS:3639, IS:8603, IS:335, IS:3637, IS:3638, IS:2165, IS:2071/IEC 60060-1, IS:16227/IEC 61869-1, IS:3043, IS/IEC 60947-2, IS:7404, IS:1271/IEC 60085, IS:6272, IS:104, IS:2932, IS:5
46.	Neutral Grounding Resistor	(No specific IS mentioned; design-based with protection schemes) CEAR 2023
47.	6/3 kV Lightning Arrestor	IS:3070, IS:15086 (Part-5), IEC 60099-5, IS:5350

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48.	6.6/3.3 kV Isolator	IS/IEC 62271, IS:3043, IS:11353, IS:5350, IS:13134, IS:2486, IS/IEC 60137
49.	6.6/3.3 kV Indoor VCB & Contactor	IS/IEC 62271, IS:2705, IS:16227, IS:3043, IS:60947, IS:10118, IS:11353, IS:12021, IS/IEC 62271-201
50.	6.6/3.3 kV Switchboard	IS/IEC 61439-2, IS/IEC 62271, IS/IEC 60947-2, IS:10118, IS:13703, IS:12021, IS:2705, IS:16227, IS:11353, IS:3043, IS:6005, IS:2629, IS:5082, IS:1248, IS:1554, IS:2551, CEA Regulations
51.	6.6/3.3 kV & 415V Transformers	IS:2026, IS:1180 (Distribution transformers)
52.	Lighting Transformers	IS standards (general transformer standards IS:2026 implied)
53.	MCC & Distribution Boards	IS/IEC 61439 series
54.	PLC System	IEC / Industrial automation standards (generic)
55.	Control Panels	IS/IEC 61439
56.	CCTV System	IEC / IT standards
57.	Induction Motors	IS standards + BEE ratings
58.	Capacitor Banks	IS standards (general electrical equipment)
59.	APFC	
60.	Earthing System	IS:3043
61.	Local Control Station	IS/IEC control panel standards
62.	Lighting DB (MLDB/LDB)	IS/IEC 61439
63.	Cables	IS:1554
64.	Lighting Masts	IS structural standards
65.	10 kV Lightning Arrestor	IS:15086, IEC 60099, IS:5350
66.	11 kV Isolator with ES	IS/IEC 62271, IS:3043, IS:11353, IS:5350, IS:13134, IS:2486, IS/IEC 60137
67.	11 kV VCB	IEC 62271

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68.	11 kV Isolator (without ES)	IS/IEC 62271 + IS:11353, IS:5350, IS:13134, IS:2486, IS/IEC 60137
69.	11 kV CT	IS:2705
70.	11 kV PT	IS 16227
71.	LED Lamps	IS/IEC lighting standards
72.	Battery & Charger	IS:8320, IS:1146, IS:1069, IS:266
73.	DG Set	IS/IEC engine & generator standards
74.	DC DB	IS/IEC 61439
75.	Bay Marshalling Kiosk	IS/IEC panel standards
76.	SCADA	IEC / IEEE / ANSI / NEMA
77.	RTU	IEC, IEEE, ANSI, NEMA
78.	HT/LT VFD for conveyor , plough feeder, vibrofeeder , Pipe conveyor	
79.	LEVEL SENSOR	
80.	CMS	
81.	CCTV	
82.	COMMUNICATION SYSTEM /PA	
83.	SAFETY SWITCHES	

N.B. Items not covered in above table shall also fulfil the relevant clauses of Contract Agreement / NIT along with latest version of Indian/International Standards/codes.

[NOT TO BE PART OF THE TENDER DOCUMENT: This table is applicable only for CHP Infrastructure Projects, in case of other types of infrastructure projects, the user department in consultation with CMPDIL can incorporate the list as per the requirement of the scope of the work]

iv. Testing: Carry out all necessary/statutory tests to assess the quality of works and material brought to site for use in the work.

a. Check Tests: For quality control of the work the Team Leader/Resident Engineer/Material Engineer will check and certify minimum 20% (twenty percent) of the quality control tests at stipulated frequency, while the Assistant Resident Engineer/Assistant Material Engineer will check and certify 100% (hundred percent) of the quality control tests done by the contractor in site lab. The consultant's personnel shall intimate about these check tests to the Project Manager/Nodal Officer of the contractor before undertaking them, so that the Project Manager/Contractor's representative could associate, if they wish to do so.

- b. Repeat Testing/Masurement on Contractor's Request: The Consultant or any of his Technical Experts shall do the repeat tests or measurements, if requested by the Project Manager/ Contractor's representative, in their presence or any of their representatives, in case of any conflict; the Consultant may do the check test in the presence of Engineer-In-Charge.
- c. Repeat Testing on client's Request: The consultant shall perform repeat tests in the presence of Engineer- In-Charge or his representatives, if directed so by the Engineer-In-Charge.
- d. Certification for Conformity: The Consultant shall furnish certificates, supported by the test results, to the Engineer-in-Charge along with each running bill to certify that the items included in the Contractor's running bills satisfy the quality requirement and work is acceptable with regards to the standards and specifications pre-scribed in the Contract.
- e. Testing Records: Maintain a permanent record of all results of all tests carried out for monitoring the quality of works.

4. Measurement and Payment-

- i. Record Measurement: The consultant shall make field measurement of each and every stage of works executed and quantities of materials such as steel and cement consumed in the work and maintain upto date books containing such computations or other information concerning the use of construction materials, properly segregated into sections of construction. Further the measurement of supply, erection and commissioning of items will also be carried out by the consultant.
- ii. Computerized Billing: - Consultant is also permitted to submit contractor's running/final bill on computerised sheets (A4 size only) in acceptable standard formats for bill, abstract of cost and record measurement of work done. Bill in standard format shall have all mandatory deductions, recoveries and percentages deducted/added at last to arrive at net payable amount. Every such running bill shall be appended with a statement duly signed by Team Leader listing all MB numbers (regular or temporary) in used for the work and MBs enclosed for processing the bill under consideration. Hard copies of each MB (regular or temporary number) either for abstract of cost or record measurement shall have all pages numbered in style of '1 of n' and total pages certified by Team Leader on first page and bound in booklet form for submission with running/final bill. Each computerized sheet (page) will be signed by the key and non-key experts recording the measurement to validate page in addition to his dated signature to certify taking of each measurement. MB shall remain in record with Engineer-in-Charge after processing of bill. Consultant shall use computerised record for subsequent references or can retain photocopies before submitting bills. Running bill shall be submitted with cover letter. Cover letter shall be sent to EIC also for record of submitting running bill. Thereafter, this bill will be processed by the Engineer-in-Charge. The Consultant shall, without extra charge, provide all assistance with appliance, labour and other things necessary for checking of measurements by the Engineer-in-Charge or his representative. Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the Contract notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. **Engineer-in-Charge** or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by the consultant. It is also a term of this **Contract** that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim

or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the consultant from liabilities from any over measurement or defects noticed till completion of the defects liability period of the consultancy contract i.e. six (06) months or one monsoon period, whichever is later, after commissioning of the plant.

iii. **Running (Interim) Bill:** - Running (Interim) bill of the work done by the contractor shall be prepared by the Consultant in a standard format as provided by the owner through Engineer-in-charge. Consultant should prepare the bill within 07 days of the submission by the contractor. In case of delay, applicable deductions shall be made from the consultant's bill

[NOT TO BE PART OF THE TENDER DOCUMENT: Contractor should be directed to submit the bill to Consultant with a written intimation (letter/e-mail) to EIC indicating the date on which the bill has been submitted to the consultant]

iv. **Site Order Book:** The site order book issued to the consultant shall be always kept at site and made available to the Engineer in Charge or his representative during site visit for issuing instructions. The key expert and non-key experts of the consultant shall also issue site instructions to the contractor through site order book as and when necessary. The contractor shall promptly respond to the instructions of the client and consultant. Copy of the relevant pages of the site order book shall also be appended with each running bill of the contractor submitted to the Engineer in Charge.

v. **Likely Completion Cost of Project:** Consultant shall maintain up to date record of remaining work and monitor the expected project completion time and cost based upon the remaining work. General records of all specified materials used in the works, shall be maintained.

vi. **Procurement Orders for Specified Material:** Scrutinize contractor's schedule for placing the orders for specified materials, in consultation with the Engineer in Charge, to minimize the financial effects of escalation in the price of those materials.

vii. **Check Measurement Percentage:** - Following percentage checks/recording of measurement shall be exercised by consultant's team members before submission of the measurements/bills to the Engineer-In-Charge:

viii. **Measurement and Bill on Computer Sheet:** All measurement of all items of works will be recorded by Field Engineer in the Measurement Book or computer sheet as per provisions and rules in manual.

viii. Field office record and progress monitoring, PERT revision.

a. Hidden Measurement 100% Checked: All measurement of hidden items of works such as excavation, reinforcement, cabling, wiring shall be 100% (fully) recorded by Field Engineer and checked by ARE or RE as the case be, in the computer sheet and placed for checking before covering/burying/encasing/concealing the same before client's work supervising section officer (SOE/Assistant Manager/Dy. Manager etc.) and also before engineer in charge's representative (sub divisional officer/Assistant Engineer level officer).

b. Percentage Check: Following percent checks on measurement shall be done by the team members of the consultant as under: -

- By TL 10%
- By RE 20%

- By ARE 20% and 100% of all hidden measurement
- By FE 100%

c. Independent Checking of Measurement: TL, RE, ARE shall make independent check measurement which are not checked by others. Percentage checking of measurements prescribed for TL/RE is for other than those checked by ARE/RE. But this does not prohibit TL/RE from checking the measurement of the part checked by ARE/RE (in case of Team Leader) however this shall be in addition to the prescribed percentage.

d. Every Building / Structure / Equipment to Be Checked: These checks shall be made on every building / Structure of project where there are more than one building in a project.

e. Check Measurement by the Client: All such measurements recorded by the Consultant (FE, ARE, RE and TL), during the progress of the work, shall be got checked from the Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge or his authorized representative, measurement shall be checked/accepted by the Contractor or his authorized representative in joint inspection by Consultant's representative, Contractor's representative and Engineer-in-Charge's representative. The consultant shall mention incidence of non- acceptance of measurement and proceed with submission of bill. Bill and measurement shall be physically submitted to EIC. If the measurement and bill have not been accepted by the contractor, then an express note shall also be made in the submission cover letter. The dated signatures by the Engineer-in-Charge or Engineer-in-Charge's subordinate and the Contractor and the Team Leader or their representatives in token of their acceptance shall be valid. Any corrections, if any, of record measurement made at any stage shall in variably be signed with date on name and designation. Higher officials of the Engineer in Charge, whenever on visit to the site, are authorised to check any measurement recorded till date of their visit.

f. Measurement on Computer Sheet: - Recording measurement and preparing bill on a computer sheet is also permitted to the Consultant by following procedure strictly as below:

“The consultant will submit to the Engineer-in- Charge a measurement book, duly bound in duplicate and pages machine numbered/print numbered. Measurement recorded/printed on computer sheet (A4 size paper only) shall be recorded in a manner finalized in consultation with EIC so that a complete record of all the stages of works performed under the Contract is obtained at any later date. Each Page of record measurement shall be signed by Field Engineer and his next authority in the hierarchy in Consultant’s team. Measurement books shall be assigned a unique number in record of the consultant and starting page shall have a certificate signed by TL about total pages of the MB.

g. In case of conflicts: Perform tests or measurements of any or all the items shall be taken in presence of Engineer-In-Charge in case of conflict.

h. Hidden Measurement: The Consultant must ensure that all the ground levels, reinforcement and detailed measurements required to complete the corresponding progress of the work before they are covered.

i. Always Standard Mode of Measurement: If Consultant wants to use any software for working out the quantities of area or volume, such software/computer programme shall be got approved from the Engineer-In-Charge prior to its use. Nevertheless, recording of detail measurements in the Measurement Book is necessary even when software is used by the

Consultant. In any circumstances standard mode of measurement as given under CPWD specifications shall not be deviated.

5. Progress of Work-

On the 1st and 16th of each month, the consultant should submit the physical and financial progress of the work vis-à-vis the mutually agreed PERT in respect of the following to the Engineer-in-charge:

- a) Design engineering;
- b) Civil construction including foundation and buildings;
- c) Structural fabrication and erection;
- d) Supply of equipment;
- e) Machinery Erection;
- f) Trial Run and commissioning
- i. Implement a system for monitoring the progress of work based on computer-based project management techniques as per the directions of Engineer-in-charge.
- ii. Systematically check the progress of the works and order the initiation of the work in consultation with EIC, which is part of the Contract.
- iii. Maintain an up-to-date status of all construction / equipment erection activities against the original and revised schedule for completion of works.
- iv. Investigate and initiate early action with regard to the delays in the execution of works. The Project Coordinator/Team Leader of the Consultant's supervision team shall explain in Daily Progress Report, Field Office record as per T&C of contract fortnightly progress and special reports giving reasons for delays explicitly stating party attributing delay and explain the actions to be taken/already taken to correct the situation. In absence of such fortnightly report with reasons for delay, it may be deemed that delay in work has been caused by consultant. All reports prepared by the Consultants' team shall be objective and shall substantiate any event/ recommendation with factual data and information. The Progress Reports shall contain the pertinent data and chart form and shall clearly bring out the comparison between the projected and the actual work done using "S" curves and/or any other widely accepted superior methods of representation. The Consultant shall monitor the progress of the work with strict adherence to the timeline and regularly update the employer as per the laid down terms and conditions. They should also suggest ways to improve the lagging the period, if any, during the execution of the contract.

6. Consultants Team and Expected Inputs:

- i. The consultant will engage the staff with qualification, experience as per Scope of Work / TOR.
- ii. The consultant shall employ the following (team composition) desired category of Key Expert and Non-Key Experts.

KEY EXPERTS FOR SQC:

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S. No.	Name of Category	Level of Expertise	Designation of Expert	Place of Work	Upto Rs 20 Cr.	Above Rs 20 Cr – upto Rs 50 Cr	Above Rs 50 Cr – upto Rs 100 Cr	Above Rs 100 Cr – upto Rs 300 Cr	Above Rs 300 Cr	Time Input	Remarks
1	Project Coordination	Senior Key Expert	Project Coordinator	Office	0	0	0	0	1	Full Time	Overall coordinator
2	Project Management	Senior Key Expert	Team Leader (TL)	Field	1	1	1	1	1	Full Time	In charge of all Senior and Junior Experts
3a	Project Supervision – Civil	Senior Key Expert	Resident Engineer (RE–Civil)	Field	0	0	0	1	2	Full Time	Work under TL
3b	Project Supervision – Electrical	Senior Key Expert	Resident Engineer – Electrical (RE–Electrical)	Field	0	0	0	1	2	When Electrical & Mechanical works begins	Work under TL
3c	Project Supervision - Mechanical	Senior Key Expert		Office & Field	0	0	0	1	2		Senior and Junior Experts
4a	Project Inspection – Civil	Junior Key Expert	Assistant Resident Engineer – Civil (ARE–Civil)	Field	1	1	1	1	3	Full Time	Work under TL/RE
4b	Project Inspection – Electrical	Junior Key Expert	Assistant Resident Engineer – Electrical (ARE–Electrical)	Field	0	0	1	1	2	When Electric work begins	Work under TL/RE
4c	Project Inspection – Mechanical	Junior Key Expert	Assistant Resident Engineer – Mechanical (ARE–Mechanical)	Field	0	0	1	1	2	When Mechanical work begins	Work under TL/RE
5	Supervision & Quality Control	Senior Key Expert	Material Engineer (ME)	Field	0	0	0	1	1	Full Time	Work under TL/RE
6a	Quality Control – Civil	Junior Key Expert	Assistant Material Engineer – Civil (AME–Civil)	Field	0	0	0	1	1	Full Time	Work under ME
6b	Quality Control – Electrical	Junior Key Expert	Assistant Material Engineer – Electrical (AME–Electrical)	Field	0	0	0	1	1	When Electric work begins	Work under ME
7	Billing	Senior Key Expert	Billing Engineer (BE)	Field/Office	0	0	0	1	1	Full Time	Work under TL/RE
8a	Quantity Surveying – Civil	Junior Key Expert	Quantity Surveyor – Civil (QS–Civil)	Field/Office	0	0	0	1	1	Full Time	Work under Billing Engineer

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S. No.	Name of Category	Level of Expertise	Designation of Expert	Place of Work	Upto Rs 20 Cr.	Above Rs 20 Cr – upto Rs 50 Cr	Above Rs 50 Cr – upto Rs 100 Cr	Above Rs 100 Cr – upto Rs 300 Cr	Above Rs 300 Cr	Time Input	Remarks
8b	Quantity Surveying – Electrical	Junior Key Expert	Quantity Surveyor – Electrical (QS– Electrical)	Field/Office	0	0	0	1	1	When Electric work begins	Work under Billing Engineer
8c	Quantity Surveying – Mechanical	Junior Key Expert	Quantity Surveyor – Mechanical (QS– Mechanical)	Field/Office	0	0	0	1	1	When Mechanical work begins	Work under Billing Engineer

NON-KEY EXPERTS FOR SQC

S. No.	Name of Category	Level of Expertise	Designation of Expert	Place of Work	Upto Rs 20 Cr	Above Rs 20 Cr – upto Rs 50 Cr	Above Rs 50 Cr – upto Rs 100 Cr	Above Rs 100 Cr – upto Rs 300 Cr	Above Rs 300 Cr	Time Input	Remarks
1	Quality Control – Lab	Junior Non-Key Expert	Lab Technician (LT)	Field Lab	0	1	1	2	3	Full Time	Work under ME/AME
2a	Inspection & Supervision – Civil	Junior Non-Key Expert	Field Engineer – Civil (FE– Civil)	Field	2	3	4	8	10	Full Time	Work under TL/RE/ARE
2b	Inspection & Supervision – Electrical	Junior Non-Key Expert	Field Engineer – Electrical (FE– Electrical)	Field	1	1	2	3	4	When Electrical work begins	Work under TL/RE/ARE
2c	Inspection & Supervision – Mechanical	Junior Non-Key Expert	Field Engineer – Mechanical	Field	1	1	2	3	4	Full Time	
2d	Inspection & Supervision – Control & Instrumentation	Junior Non-Key Expert	Field Engineer –	Field	1	1	1	1	1	To be deployed one month before the start up till the commissioning	Work under TL
3	Supporting Staff	Junior Non-Key Staff	Data Entry Operator	Field/Office	0	0	1	2	3	Full Time	Work under TL

Note for above Tables: -

- a) Manpower required for SQC shall be deployed after award of Construction Contract by Employer OR before commencement of construction work as desired by EIC.
- b) Flow of Command: Consultant’s team members will work under the overall supervision of the Team Leader/Project Coordinator as the case be.

c) Additional Staff: The requirement of additional Key Expert (more than minimum number) shall be assessed by the consultant in consultation with Engineer in Charge from time to time with reference to progress of works of agreement or additional (supplementary) work if allotted to the consultant. No extra rate (rate of fee) shall be paid to the consultant.

d) Approval of CVs of Key Experts: CVs of Key Experts as required as per team composition should be submitted along with the Technical Proposal.

All kinds of reports, technical scrutiny and any other documentation involved for the purpose of execution of the contract shall be the intellectual property of CIL and should be handed over after the commissioning with knowledge transfer to the concerned CIL officials as per directions of EIC.

e) When Work Begins Means: "When Electrical & Mechanical work/ equipment erection begins" is mentioned in column named 'Time Input' in table above, the deployment of Experts shall be done within 15 days of intimation to the consultant by the Engineer in Charge about start of Electrical & Mechanical work. In absence of Engineer in Charge's call the consultant shall take its own call in this regard.

f) CVs of Non-Key Experts (Table 2): CVs of Non-Key Experts (Table 2) should be submitted for the approval to the Engineer-In-Charge who shall grant approval. It is advisable to the consultant to get extra number of non-Key Expert's CV approved in advance to effectively respond to the extra requirement or urgent substitution.

g) Non-Key Expert (Table 2) Deployment: Non-Key Expert number given in Table 2 are only for guidance (suggestive). The consultant shall make his own assessment of the requirement and make a proposal to the engineer in charge for his approval before deployment. The consultant may increase or decrease deployment of non-Key Experts when the work execution is faster or slower. Consultant shall consult Engineer in Charge for reducing non-Key Expert deployment lower than suggested in Table 2 or approved earlier by the Engineer in Charge as above. Consent of Engineer in Charge to lower scale of deployment will not absolve the consultant from contractual obligation of ensuring quality control, safety and submission of monthly running bill and consequential action against him for failure to comply these contractual requirements.

7. Facilities to Key Experts:

i. Touring Vehicles: The consultants including key expert and non-key expert etc. shall make their own arrangements for transport (Touring Vehicle) at the project site.

ii. Cost of Facilities to be Included in Financial Proposal: The Financial Proposal shall include cost of all facilities, office rental, equipment (engineering and office), transport, computer hardware and peripherals, computer software, communication system (telephone, e-mail/ internet), forms and stationery and support staff etc. which they consider necessary to carry out the services.

8. Construction Supervision Manual: - Consultant shall submit manual within 30 days of start of construction work. The primary objective of the Supervision Manual will be to evolve guidelines for administration, supervision and management of the project. Such a manual is neither intended to be a contractual document nor to take precedence over the specifications. The Manual will merely act as a guide and reference to the various staff in the management and supervision of the project in discharging their duties in a smooth and systematic manner.

9. EQUIPMENT INSPECTION ERECTION AND COMMISSIONING MANUAL

Consultant shall submit manual before start of supply of equipment/P&M. The primary objective of the Manual will be to evolve guidelines for administration, supervision and management.

10. Quality Assurance Document: - To be submitted within 15 days of approval of Quality Assurance Plan of the contractor executing the infrastructure project. The Quality Assurance (QA) Document shall be evolved on the basis of the relevant NBC/ BIS publications and recommendations contained in the widely used international practices on quality of construction materials and completed works. The document shall contain all relevant data formats for QA and QC and the acceptance criteria for materials and works. The document shall also contain the methods for the analysis of quality control (QC) testing.

11. Reports- All reports and documents shall be prepared by the Consultants in standard format only in precise and professional manner to fulfil objective. If a format for any Report is not given in this tender document, the same shall be finalized in consultation with the Engineer in Charge. The Consultant shall submit (send) all such reports to EIC to keep track record of reporting. Reports to be submitted during currency of the agreement are as follows:

i. **Commencement Report:** - The Commencement Report (start of construction work) shall be submitted within five days of commencement of work and shall contain the details of kick start meetings held with the client and the contractor and decisions taken therein, the resources mobilized by the Consultants as well as the Contractor and the Consultants' perceptions for the management and supervision of the project. The Report shall also include the Work Program and Resource Mobilization for the Project.

ii. **Fortnightly Progress Report (after start of construction work):** To be submitted every 1st and 16th of each month. Each running bill shall be appended with details of all meetings, decisions taken therein, mobilization of resources (Consultant's and the Contractor's), physical and financial progress and the projected progress for the coming periods. The Report shall clearly bring notice of delays, if any, reasons for such delay(s) and the recommendations for corrective measures. The Report shall also contain the performance data for Contractor's plant and equipment.

The broad scope of Fortnightly progress reporting is as given under.

a. Fortnightly Report on Abstract Progress “Report R-1”: Cumulative physical & financial monthly progress of overall project.

b. Fortnightly Report on Detail Progress “Report R-2”: Cumulative detail physical & financial monthly progress of various activities (component) of project.

c. Fortnightly Report on Slippage “Report R-3”: Report on slippage of critical activity and reason for delay and also clear report on responsibility of slippage.

d. Fortnightly Report on Action Taken ‘Report R-4’: The report identifies measure taken on suggestion made in previous reports and their effectiveness.

e. Fortnightly Report on Payment of Wages R-5: Consultant should disclose status of wages paid to their Key Experts and non-Key Experts working for the consultant.

f. Reviews: - Review and suggest client following.

- Reschedule: Review the progress achieved in the previous months and obtain revised work schedule, if required, and submit the same with recommendation/ opinion/ comments in format agreed by Engineer-In-Charge. If contractor fails to submit revised schedule, intimate the Engineer in Charge.
- Tour Diary: Tour diary of Team Leader shall be submitted monthly which should interalia indicate the date of visit, tests conducted and results thereof.

12. Equipment for Quality Control of Works: - The Consultants shall have to procure a set of equipment as below to be always with ME/AME for making independent Quality Control Testing of building materials.

Apparatus and equipment

- a. Sieve set for aggregate and granular material.
- b. Sand pouring cylinder/field density kit.
- c. Core cutter with hammer.
- d. Rapid Moisture Meter.
- e. Balance (two pans) with weight box.
- f. Auto level & prismatic compass, spirit levels.
- g. Elongation and flakiness index gauge.
- h. Relevant B.S., I.S. Codes.
- i. Rebound hammer for concrete strength testing.
- j. Slump Testing equipment.
- k. Electronic Weighing Machine (minimum 10kg).
- l. Measuring tapes, levels, scales, gauge and thickness checking devices.
- m. Relevant IS, NBC Codes and publication.
- n. Empty bags for collection of samples.
- o. Any other tools & tackles for on-site test as required in the approved Quality Assurance Plan required for fabrication, erection and commissioning.

13. Liability: In the event of any material used or item of work executed is found later to be substandard and unacceptable, the Consultant shall immediately initiate actions to get the rectification done and ensure that such cases do not recur. If it is noticed by departmental officer during inspection of the work that a substandard/deficient work by the contractor has uninterruptedly been allowed (whether paid or not) under supervision and full knowledge of the consultant, a penal recovery of an amount equal to 10% of the next running bill amount shall be made each time. This shall be over and above the other liquidated damages and deductions to be made in the contract.

14. Employer reserves the right to deploy a third-party consultant for specific tasks like quality audits, safety audits, etc., to cross-check the Consultant's diligence in the process of the execution of their responsibilities.

Annexure to SOW

QUALIFICATION, EXPERIENCE AND DUTIES

NOTE: *The age limit for consideration of eligibility of the personnel to be engaged is to be considered as should not be more than years as prescribed in the Scope of Work hereunder as on last date of submission of bid (including extended last date of bid submission). This should also be applicable for post award modification.*

A. PROJECT COORDINATOR (Senior Key Expert)

1. Duties: -Coordinate between employer, engineer-in-charge, consultant and contractor.
 - i) Assist and advise the Employer / Engineer in Charge in matter of contract administration and management of the Project and Civil Work Contract.
 - ii) Interpret the Technical Specifications and Contract Documents.
 - iii) Review documentations and advance actions for handing over of site.
 - iv) Ensure contractor's effects and implements Quality Assurance System.
 - v) Review contractor's detailed work programme, suggest modifications, if any, and ensure contractor compliance with the program.
 - vi) Review Contractor's superintendence personnel with modifications if any.
 - vii) Scrutinize contractor's mobilization of equipment in accordance with the contractor's program.
 - viii) Scrutinize and approve contractor's construction methods.
 - ix) Monitor closely and regularly the progress of work and advise the contractor about corrective measures.
 - x) Monitor status of contractor's equipment, plant, machinery installations, housing and medical facilities.
 - xi) Direct and/or advise contractor to avoid and/or reduce the risk in case of any emergency.
 - xii) Advise contractor in all matters covering safety and care of work, environmental aspects and labour welfare.
 - xiii) Verify and recommend, if in order, contractors requests for advance and interim payment certificate.
 - xiv) Maintain a permanent record of all payments made to the contractor.
 - xv) Monitor approval of 'as built' drawings signed by TL.
 - xvi) Inspect the works on completion of each milestone before accepting the work and report to the Employer's Representative.
 - xvii) Inspect works at appropriate intervals during Defect Notification Period and advise the Employer/Employer's Representative.
 - xviii) Ensure the contractor's implements and maintains the environmental monitoring in compliant with the Environmental Management Plans.

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- xix) Assist Employer/Employer's representative in dispute resolution activities, if necessary, during the pendency of the contract.
2. Education: should be a Graduate in Civil Engineering from a recognized University/Institution (higher qualifications and training in Construction Management/Quality Control of Works will be preferable). Criteria for evaluation of educational qualification shall be as below:-

Level of Qualification	Education
L1) Minimum Qualification	BE/B-TECH
L2) Desirable Qualification	M. TECH
L3) Relevant Extra Qualification	PhD/MBA/Extra Technical Courses of university level

3. Experience: should have a minimum of 20 years experience of Civil Engineering Works or must have performed as T.L. in the supervision and quality control field for 10 years. He must have completed/managed, during the last ten years, at least one construction project for high quality infrastructure work in the capacity of Team leader, Project Engineer/Resident Engineer/ Divisional Project Engineer/Executive Engineer/Superintending Engineer/Chief Engineer/Engineer-In-Chief as part of Construction Supervision Team/Departmental cadre.
4. Age: - The age of the candidate will not be more than 67 years.
5. Membership: Membership of a recognized Professional Society will be preferable;

Note:- Key Experts of designation Project Coordinator should be demanded when work costing is more than Rs. 300.00 crore (Three Hundred Crore).

☐ **TEAM LEADER (TL) (Senior Key Expert)**

1. Duties: -The Team Leader shall be Project Manager responsible for the overall performance and administration of the Consultant's team at the project site and work under project coordinator if required for the assignment as per the norms. The Team Leader will also act as the Engineer's representative and shall be overall in charge for the Consultant's team for the entire project. Normally replacement of Team Leader will not be allowed. In exceptional circumstances, consultant will have to directly request EIC with complete CV of the proposed substitute and assigning complete reasons for change. Written approval of EIC will be necessary before affecting any change. The Headquarters of the Team Leader shall be as decided by EIC and he will keep Engineer-in-Charge informed of his tour programme one week in advance. The major tasks for the Team Leader shall include but not be limited to the following:
- i) Establishment of site offices and assist in establishment of laboratories;
 - ii) Assist the Employer with the review of the Contractors' securities, insurance and safety plans;
 - iii) Scrutiny the Contractors' work programme, and scheme for the deployment of plant, equipment and machinery for approval of the EIC.

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- iv) Assist the Employer in the interpretation of provisions in the Contract documents and technical specification;
 - v) Assist the Employer in handing over the site and issuing order to commence the works.
 - vi) Liaise with the local authorities for shifting of utilities, wherever required;
 - vii) Regular supervision of works.
 - viii) Review the test results / certificate of all construction material and/or sources of materials to ensure quality.
 - ix) Review and approve mix designs proposed by the Contractors
 - x) Evolve and implement quantity and quality control procedures;
 - xi) Evolve criteria for the acceptance of works;
 - xii) Prepare and issue variation orders (if any) after the approval of the Employer;
 - xiii) Assist the Employer in the evaluation of Contractors' claims;
 - xiv) Verify and certify Contractors' interim certificates for approval of the EIC;
 - xv) Assist EIC in monitoring physical and financial progress of the works;
 - xvi) Assist EIC in conducting monthly progress meetings;
 - xvii) Complete monthly progress reports and prepare quarterly reports;
 - xviii) Strictly monitor the progress of work for timely completion of the project;
 - xix) Completion Inspections;
 - xx) Verify and certify Contractors' Statements at completion;
 - xxi) Supervise Resident Engineers for the compilation and verification of "As-Built" drawings;
 - xxii) Prepare project completion report;
 - xxiii) Liaise with the Employer/Coordinator in all matter concerning the works;
 - xxiv) Time schedule and management of /team's resources,
 - xxv) Advising the Employer in all matters related to the progress of works, with particular reference to delays, possible reasons and mitigating measures.
 - xxvi) The Team Leader (TL) shall be responsible for all technical presentations concerning the various facets of the construction of works and shall maintain close communication with Employer. TL shall be the Consultant's authorized representative and shall interact with Employer on behalf of the Consultants appointed for the services. TL shall be full-time on the job.
2. Education: should be a Graduate in Civil Engineering from a recognized University/Institution (higher qualifications and training in Construction Management/Quality Control of Works will be preferable). Criteria for evaluation of educational qualification shall be as below:-

Level of Qualification	Education
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L1) Minimum Qualification	BE/BTECH
L2) Desirable Qualification	M. TECH
L3) Relevant Extra Qualification	PhD/MBA/Extra Technical Courses of university level

3. Experience: should have a minimum of 15 years' experience of Civil Engineering Works out of which 5 years in the field of building construction project(s) as RE with consultant. He must have completed during the last five years, at least one construction project for high quality work valuing not less than Rs.50 fifty crores as TL/Project Engineer/Resident Engineer/ Divisional Project Engineer/Executive Engineer or above.
4. Age: - The age of the candidate will not be more than 65 years.
5. Membership: Membership of a recognized Professional Society will be Preferable.

☐ **RESIDENT ENGINEER-CIVIL (RE - Civil) (Senior Key Expert)**

The qualifications, experience and duties of Resident Engineer shall be similar to that of Team Leader with the exceptions as given:-

1. There will be no need for establishment of an independent office and laboratory, however, he will have to notify the contact place and phone number at his notified headquarters.
2. All reports will be routed through Team Leader.
3. Assistant Resident Engineer (ARE) and Field Engineers (FE) shall work under the supervision of Resident Engineer (RE).
4. TL, RE, ARE shall make independent check measurement which are not checked by others.

☐ **RESIDENT ENGINEER-ELECTRICAL (RE - Electrical) (Senior Key Expert)**

The qualifications, experience and duties of Resident Engineer shall be similar to that of Team Leader with the exceptions as given:-

1. There will be no need for establishment of an independent office and laboratory, however, he will have to notify the contact place and phone number at his notified headquarters.
2. All reports will be routed through Team Leader.
3. Education: should be a Graduate in Electrical Engineering from a recognized/University/Institution.
4. Assistant Resident Engineer (ARE) and Field Engineers (FE) shall work under the supervision of Resident Engineer (RE).
5. TL, RE, ARE shall make independent check measurement which are not checked by others.

□ **ASSISTANT RESIDENT ENGINEER - CIVIL, (ARE- Civil) (Junior Key Expert)**

1. Duties: -Assistant Resident Engineer will be required for the building and related works etc. No replacement of ARE will be permissible without prior approval of EIC. The major tasks to be carried out by the ARE shall include but not be limited to the following;
 - i) Supervision of works; All RCC work to be laid in his or other Asstt. Resident Engineers presence (if any) only.
 - ii) Keep proper records of the Contractors' activities and progress;
 - iii) Ensure that the Contractor(s) are properly administered;
 - iv) Assist the Team Leader with the review of the Contractors' Work Programme and scheme for the deployment of plant, equipment and machinery;
 - v) Strictly monitor the progress of work for timely completion of the project;
 - vi) Supervision, scrutiny, approving the final setting out by the Contractor.
 - vii) Assisting the Team Leader with updating drawings, setting up quantity and quality control procedures and review of contractors' method of construction;
 - viii) Monitoring Contractors' operations including adherence to safety and environmental requirements;
 - ix) Issuing site instructions;
 - x) Assisting the Team Leader with the preparation of Variation orders; Maintaining a record set of working drawings;
 - xi) Maintaining construction records;
 - xii) Measurements of completed works;
 - xiii) Assisting the Team Leader with the evaluation of Contractors 'Claims;
 - xiv) Quality control of works; verification of lines and levels, inspection of works, acceptance and rejection of the completed works;
 - xv) Verification of Contractors' monthly estimates of the completed works and assisting the Team Leader in the preparation of Interim Certificates;
 - xvi) Progress monitoring;
 - xvii) Conducting and keeping record of minutes of the weekly site meetings;
 - xviii) Preparing monthly Progress Reports;
 - xix) Final inspection of works;
 - xx) Verification of Contractors' Statements at completion;
 - xxi) Compilation and verification of “As-Built Drawings” and
 - xxii) Preparation of contract Completion Reports.
2. Education: should be a Graduate/ Diploma in Civil Engineering from a recognized University/ Institution (higher qualifications and training in Construction Management/ Quality Control of works will be preferable); Criteria for evaluation of educational qualification shall be as below:-

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Level of Qualification	Education
L1) Minimum Qualification	Diploma
L2) Desirable Qualification	BE / BTECH

The Assistant Resident Engineers will assist the Team Leader in identifying the possible reasons for delays and possible mitigative measures.

3. Experience: should have a minimum 10 years' experience of Civil Engineering Works out of which 5 years in building construction project(s) as ARE(Civil).
4. Age: -The age of ARE will not be more than 62 years.
5. Membership: Membership of a recognized Professional Society will be preferable;

The Assistant Resident Engineers will assist the Team Leader in identifying the possible reasons for delays and possible mitigative measures.

□ ASSISTANT RESIDENT ENGINEER- ELECTRICAL (ARE - ELECTRICAL) (Junior Key Expert)

1. Duties: -
 - i) Review the proposal of electrical lines, Poles & Transformer to be shifted and proposal of raising of electric lines crossing the road.
 - ii) Review the BOQ quantities related with electrical utility shifting.
 - iii) Prepare the proposal of electrical utility shifting jointly with contractor's and other relevant authorities.
 - iv) Assure that all the electrical utility dangerous to road user be shifted.
 - v) Assure that unnecessary shifting of Electrical utility shall not take place.
 - vi) Assure the specification and quality of all the items of electrical utility shifting.
 - vii) Certify the quantities of electrical utility shifting claimed by Contractor in each IPC.
 - viii) Overall responsible for quality of electrical utility shifting material, work and correctness of quantity executed and payable to contractor.
2. Education: should be a Graduate/Diploma in Electrical Engineering from a recognized University/Institution (higher qualifications and training in Construction Management/ Quality Control of works will be preferable); Criteria for evaluation of educational qualification shall be as below:-

Level of Qualification	Education
L1) Minimum Qualification	Diploma
L2) Desirable Qualification	BE /BTECH

3. Experience: should have a minimum 10 years' experience of Electrical Engineering Works out of which 5 years in building construction project(s) as ARE(Electrical).
4. Age: -The age will not be more than 62 years.
5. Membership: Membership of a recognized Professional Society will be preferable;

□ MATERIAL ENGINEER (ME) Senior Key Expert

1. Duties: -
 - i) Assist TL/RE to finalize sampling methods and criteria and acceptance criteria for quality control and assurance
 - ii) Examine Contractors preparation and completed portion of work as per “Request for Inspection” and advise Contractor promptly regarding the deficiency, if any.
 - iii) Monitor closely and regularly the progress on materials procurement and quality and report to the RE.
 - iv) Carry out inspection of Contractor's lab equipment and report to RE.
 - v) Ensure and witness sampling and testing being carried out by staff of the Contractors and undertake additional tasks as necessary to ensure quality of works
 - vi) Scrutinize mix design proposed by the Contractor and report to RE.
 - vii) Maintain a Permanent record of all tests carried out for monitoring the quality of works
 - viii) Monitor and maintain quality in all aspects.
 - ix) Responsible for Quality Control of construction material and completed works.
2. Education: should be a Graduate in Civil Engineering from a recognized University/Institution (higher qualifications and training in Construction Management/Quality Control of Works will be preferable). Criteria for evaluation of educational qualification shall be as below:-

Level of Qualification	Education
L1) Minimum Qualification	BE / BTECH
L2) Desirable Qualification	MTECH

3. Experience: should have a minimum 10 years' experience of Civil Engineering Works out of which 5 years in the field of building works (Material Testing).
4. Age: -The age will not be more than 50 years.

□ ASSISTANT MATERIAL ENGINEER-CIVIL (AME-CIVIL) (Junior Key Expert)

1. Duties: - The Asstt. Materials Engineer(AME) shall be responsible for all testing and engineering evaluation of all materials and quality of completed works for the entire project. The major tasks shall include but not be limited to the following.

- i) Assisting the Team leader and the Resident Engineers with the setting up of field laboratories and training of the other member's technicians in the testing and reporting procedures;
 - ii) Assisting the Team Leader in reviewing Contractors' work programmers and performance of Contractors' plant, equipment and machinery;
 - iii) Monitoring Contractors' construction methods and adherence to environmental norms;
 - iv) Review and acceptance of Quarry sites for aggregates, quarry spall, sand, borrow material etc.
 - v) Review and acceptance of test results for aggregates, quarry spall, sand borrow material etc;
 - vi) Review and acceptance of test results for manufactured materials required for road and structure works such as steel, cement, bitumen etc;
 - vii) Maintaining record of all materials at site and review the Contractors' procurement schedule and assist the TL/Asst. Resident Engr.(s) in issuance of Instructions to the Contractors for correcting the same, if deemed necessary;
 - viii) Assist the TL/ Asst. Resident Engineer(s) in issuance of 'site Instructions for the approval and rejection of materials at source and at site;
 - ix) Setting up of control sections for the evaluation of Contractors' proposed methods for the construction of embankments;
 - x) Review and acceptance of mix design proposals for sub-base, base asphalt and concrete mixes;
 - xi) Maintaining records of all test results and approvals or rejection of completed works;
 - xii) Quality control testing of all materials and completed works and ensuring that all materials and completed works are as per the technical specifications;
 - xiii) Verify manufacturers' certificates;
 - xiv) Attend weekly and monthly site meetings;
 - xv) Assisting the Team Leader with the preparation of project completion reports;
 - xvi) Assisting the Team Leader with Final Inspections of works; and
 - xvii) Assisting the /team Leader with the contractors' Final Statements and the preparation of the De-fects Liability Reports.
2. Education: should have a Civil Engineering Degree/ Diploma from a recognized University/Institution (higher qualifications and training in Construction Management/Quality Control of works will be preferable). Criteria for evaluation of educational qualification shall be as below:-

Level of Qualification	Education
L1) Minimum Qualification	Diploma

L2) Desirable Qualification	BE / BTECH
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3. Experience: should have a minimum of 5 years experience in the field of infrastructure and must have completed at least one building construction project as AME/Materials Engineer of the Construction Supervision Team.
4. Age: -The age will not be more than 50 years.
5. Membership: Membership of a recognized Professional Society will be preferable;

Note: - No replacement of AME will be permissible without prior approval of Employer. Field engineers, laboratory and field inspectors and technicians who will be attached to the field and laboratories shall assist the AME.

□ ASSISTANT MATERIAL ENGINEER - ELECTRICAL (AME - ELECTRICAL) (Junior Key Expert)

1. Duties: -The Asstt. Materials Engineer (AME) shall be responsible for all testing and engineering evaluation of all materials and quality of completed works for the entire project. The major tasks shall include but not be limited to the following.
 - i) Assisting the Team leader and the Resident Engineers with the setting up of field laboratories and training of the other member's technicians in the testing and reporting procedures;
 - ii) Assisting the Team Leader in reviewing Contractors' work programmers and performance of Contractors' plant, equipment and machinery;
 - iii) Maintaining record of all materials at site and review the Contractors' procurement schedule and assist the TL/Asst. Resident Engr.(s) in issuance of Instructions to the Contractors for correcting the same, if deemed necessary;
 - iv) Assist the TL/ Asst. Resident Engr.(s) in issuance of 'site Instructions for the approval and rejection of materials at source and at site;
 - v) Maintaining records of all test results and approvals or rejection of completed works;
 - vi) Quality control testing of all materials and completed works and ensuring that all materials and completed works are as per the technical specifications;
 - vii) Verify manufacturers' certificates;
 - viii) Attend weekly and monthly site meetings;
 - ix) Assisting the Team Leader with the preparation of project completion reports;
 - x) Assisting the Team Leader with Final Inspections of works; and
 - xi) Assisting the /team Leader with the contractors' Final Statements and the preparation of the Defects Liability Reports.
2. Education: - should have an Electrical Engineering Degree/Diploma from a recognized /University/Institution (higher qualifications and training in Construction Management/Quality Control of works will be preferable). Criteria for evaluation of educational qualification shall be as below:-

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Level of Qualification	Education
L1) Minimum Qualification	Diploma
L2) Desirable Qualification	BE / BTECH

3. Experience: should have a minimum of 5 years experience in the field of infrastructure and must have completed at least one building construction project as AME/Materials Engineer of the Construction Supervision Team.
4. Age: - The age will not be more than 50 years.
5. Membership: Membership of a recognized Professional Society will be preferable;

☐ **QUANTITY SURVEYOR -CIVIL (QS-CIVIL), (Junior Key Expert)**

1. Duties:-Review BOQ items and quantity with drawings and point out the discrepancies/variations, if any, to RE/ARE/TL
 - i. Measure quantities of work, record measurements and verify BOQ items / Work quantities executed in the contractors' monthly statement
 - ii. Verify and examine interim payment certificates received from contractors
 - iii. Prepare variation statement for RE/ARE/TL
 - iv. Maintain a permanent record of all measurement for the work quantities
 - v. Assist RE in preparing the monthly reports and Financial Statements
 - vi. Responsible for correctness, accuracy of measurement and quantity of works recorded.
2. Education: should have a Civil Engineering Degree/ Diploma from a recognized/University/Institution (higher qualifications and training in Construction Management/Quality Control of works will be preferable). Criteria for evaluation of educational qualification shall be as below:-

Level of Qualification	Education
L1) Minimum Qualification	Diploma
L2) Desirable Qualification	BE / BTECH

3. Experience: should have a minimum of 8 (eight) years' experience in the field of infrastructure and must have completed at least one building construction project as Quantity Surveyor of the Construction Supervision Team.
4. Age:- Age of Quantity Surveyor cum MIS In-charge should not be more than 60 years. No replacement of Quantity Surveyor cum MIS In-charge will be permissible without prior approval of Engineer-In- Charge.

□ **QUANTITY SURVEYOR- Electrical (QS-Electrical) (JUNIOR KEY EXPERT)**

1. Duties:-The Quantity Surveyor (QS) shall be responsible to BE and Team Leader and their task shall be defined by the Team Leader. However, the essential qualification and experience for the candidates are as under:

2. Education: should be a Graduate/Diploma in Electrical Engineering from a recognized /University/Institution. Criteria for Evaluation.

Level of Qualification	Education
L1) Minimum Qualification	Diploma
L2) Desirable Qualification	BE / BTECH

3. Experience: should have a minimum of 5 (five) years' experience of execution of building infrastructure projects.

4. Age:- Age of Quantity Surveyor should not be more than 50 years. No replacement of Quantity Surveyor will be permissible without prior approval of Engineer-In-Charge.

□ **LAB TECHNICIAN (LT) (Non-Key Expert)**

1. Duties:-The Lab Technician (LT) shall be responsible to ME/AME/ARE and Team Leader and their task shall be defined by the Team Leader. However, the essential qualification and experience for the candidates are as under:

2. Education: should be a Graduate/Diploma in Civil Engineering from a recognized/University/Institution.

3. Experience: should have a minimum of twelve months' experience of execution of infrastructure projects. Consultant will be allowed to engage 25% fresh Degree/Diploma holder candidates also.

4. Age:- Age of Lab Technician should not be more than 50 years. No replacement of Lab Technician will be permissible without prior approval of Engineer-In-Charge.

Note:- Lab Technician's education qualification and experience qualification shall not be taken into account in evaluation consultant during selection process.

□ **FIELD ENGINEER- CIVIL (FE- CIVIL) (Non-Key Expert)**

1. Duties:-The Field Engineer (FE) shall be responsible to ARE and Team Leader and their task shall be defined by the Team Leader. However, the essential qualification and experience for the candidates are as under:

2. Education: should be a Graduate/Diploma in Civil Engineering from a recognized /University/Institution.

3. Experience: should have a minimum of 2 years' experience of execution of or infrastructure projects. Consultant will be allowed to engage 25% fresh Degree/Diploma holder candidates also.

4. Age:-Age of Field Engineer should not be more than 50 years. No replacement of Field Engineer will be permissible without prior approval of Engineer-In-Charge.

Note:- Field Engineer's education qualification and experience qualification shall not be taken into account in evaluation consultant during selection process.

☐ **FIELD ENGINEER - ELECTRICAL (FE - ELECTRICAL) / Mechanical / Control & Instrumentation (Non-Key Expert)**

1. Duties:- The Field Engineer (FE) shall be responsible to ARE and Team Leader and their task shall be defined by the Team Leader. However, the essential qualification and experience for the candidates are asunder:

2. Education: should be a Graduate/Diploma in Electrical / Mechanical Engineering from a recognized/University/Institution.

3. Experience: should have a minimum of 2 years' experience of execution of or infrastructure projects. Consultant will be allowed to engage 25% fresh degree holder candidates also.

4. Age:-Age of Field Engineer should not be more than 50 years. No replacement of Field Engineer will be permissible without prior approval of Engineer-In-Charge.

Note:- Field Engineer's education qualification and experience qualification shall not be taken into account in evaluation consultant during selection process.

☐ **DATA ENTRY OPERATOR (JUNIOR Non-Key Expert)**

1. Duties:-The Data Entry Operator shall be responsible to Team Leader and RE and their task shall be defined by the Team Leader. However, the essential qualification and experience for the candidates are asunder:

2. Education:- should be a Graduate/Diploma in computer Application or PGDC after graduation in science subject from a recognized/University/Institution.

3. Experience:- should have a minimum of 2 years relevant experience. Consultant will be allowed to engage 50% fresh degree holder candidates also.

4. Age:- Age should not be more than 40 years. No replacement of DATA ENTRY OPERATOR will be permissible without prior approval of Engineer-In- Charge.

SPECIAL TERMS AND CONDITIONS

1. All the personnel employed by consultant should be citizen of India.
2. Consultant will also have to submit a joint undertaking for each of the key expert regarding their availability during the whole contract period after award of work and before signing of agreement.
3. The composition of the proposed team and task assignment to individual members: The general description of qualification, experience and tasks to be performed (duties) by the various Key Experts are given in Annexures to TOR. The tasks to be assigned to each member of the proposed team should conform to, but not be limited to, the generalized tasks given in TOR and Annexures. The Consultant should take into account the various stipulations in the Terms of Reference and assign tasks to individual members of the team.
4. Proposed work programme should be given for the execution of the services, illustrated with activity bar Charts or Critical Path Method (CPM) or Program Evaluation Review Technique (PERT) type graphics. The composition of the team, the assigned tasks and their timings should be brought out clearly using bar chart and flow diagrams.
5. Substitution of Key Experts on Extension of Validity Period: If any of the Key Experts become unavailable for extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert.

 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications during extended validity period, or if provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.
6. The C.V of key experts shall be submitted by consultant along with technical bid. Any modification post award of the work shall be approved by Engineer-in-charge in consultation with the Tender Inviting Authority (TIA).
7. The selection of non-key Experts such as field engineer, lab technician etc. will be approved by Engineer-in-Charge after the award of work, before execution of the contract agreement.
8. Frequent replacement of TL and/or RE and other technical staff without valid reason may also be cause for termination of agreement.
9. If a TL and/or RE working with a consultant leaves his assignment during the currency of contract without valid reason/approval by EIC, he will not be allowed to work further in the subject project.
10. **The consultant is required to submit the following after issue of work order and before signing of agreement:**
 - a) Firm's organization, structure.
 - b) Details of equipment, office infrastructure, communication facilities, their respective numbers and details of licenses for equipments and software proposed to be used for the assignment. It should be clearly understood that equipment and other facilities as may be indicated here will have to be deployed on work.

- c) The composition of the proposed team as per TOR.
 - d) Description of methodology and work plan for Performance of assignment.
 - e) Proposed work programme for the execution of the services, illustrated with bar charts of the activities, Critical Path Method (CPM) or Program Evaluation Review Technique (PERT) type graphics. The composition of the team, the assigned tasks and their timings should be brought out clearly using bar chart and flow diagrams.
11. Consultant should make his own assessment considering the requirement of the work as per TOR, including his assessment of the support personnel both technical and administrative and submit proposal accordingly. Consultant will, however, have to deploy minimum number of key expert as indicated in T.O.R
 12. Majority of key professional staff proposed may preferably be permanent employees of the firm.
 13. The availability of key personnel must be ensured at site during the execution of the work as per schedule.
 14. A good working knowledge of English and Hindi language is essential for key professional staff on this assignment.
 15. All reports must be in the English language.
 16. The financial proposals shall be prepared to cover the tasks mentioned in the TOR and also the tasks you may think should be carried out in order to meet the objective of the project.
 17. The contract monitoring is to be done through project management tools and software programmes. The consultant will have the access to the tools / software used by the contractor executing the infrastructure work. EIC should authorize consultant to enter and provide the requisite information on the portal / software created or adopted for monitoring purpose as per the directions issued from time to time by the company.
 18. **Limitations of the consultant's liability towards client:**
 Except in cases of criminal negligence or willful misconduct,
 - i) Notwithstanding anything herein to the contrary, no party shall be liable for any indirect, special, punitive, consequential or exemplary damages, whether foreseeable or not, arising out of or in relation to this contract, loss of goodwill or profits, lost business however characterized, and/or from any other remote cause whatsoever.
 - ii) The Consultant shall not be liable to the Owner for any losses, claims, damages, costs or expenses whatsoever arising out of or in connection with this contract in excess of the contract value of the work without such losses, claims, damages, costs or expenses.
 - iii) However, the limitation of liability of the Consultant indicated above shall not apply to penalty mentioned elsewhere.
 19. **Relation Between the Parties**
 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-

consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

20. **OBLIGATIONS OF THE CONSULTANTS**

A. General

- a) **Standard of Performance:** The Consultants shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or Third Parties.

B. Conflict of interests:

- a) **Consultants not to benefit from Commissions, discounts etc.**
 The payment of the Consultants pursuant to Clauses of this agreement hereof shall constitute the Consultants' sole remuneration in connection with this agreement or the services, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any of the Personnel / Sub-consultant and agents of either of them, similarly shall not receive any such additional payment.

Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services (if required and directed by EIC), the Consultant shall comply with the Client's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

b) Consultants and Affiliates not to engage in certain activities

The Consultants agree that, during the term of this agreement and after its termination, the consultants and any entity affiliated with the consultants, as well as any sub-consultant and any entity affiliated with such sub-consultant, shall be disqualified from providing goods, works or services (other than the services and any continuation thereof) for any Project resulting from the Services.

c) Prohibition of Conflicting Activities

The Consultants shall not engage and shall cause their personnel as well as Sub-consultants and their Personnel not to engage, either directly or indirectly in any of the following activities:

- a) During the term of this agreement, any business or professional, which would conflict with the activities assigned to them under this Agreement.
- d) The consultant & his partners/directors and their professionals engaged shall not be a relative of construction contractor or their partners/directors. The term

‘Relative’ is defined as per Companies Act, 2013 and as amended from time to time.

C. Confidentiality

The consultants shall not, either during the term or within two (2) years after the expiration of this Agreement, disclose any proprietary or confidential information relating to the project, the services, this agreement or the Client’s business or operations without the prior written consent of the Client.

D. Insurance to be taken out by the Consultants

The Consultants (i) shall take out and maintain, own cost insurance against the risk for personal injury / death of the staff and on the terms and conditions approved by the Client; (ii) At the Client’s request, shall provide evidence to the Client that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

E. Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in TOR hereto, in the form, in the numbers and within the time period set forth in the said TOR and also furnish specific data/information called for by the Client as and when required.

F. Documents Prepared by the Consultants to be the Property of the Client

All reports, other documents and software prepared by the Consultants for the Client under this agreement shall become and remain the property of the Client. The Consultants shall, not later than upon termination or expiration of this Agreement, deliver all such documents (both hard and soft copies) etc. to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software.

G. Equipment and Materials furnished by the Client

Equipment and materials made available to the Consultants by the Client or purchased by the Consultants with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this agreement, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipments and materials in accordance with the Client’s instruction. Equipments and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

21. CONSULTANTS PERSONNEL AND SUBCONSULTANTS

A. General:

The Consultants shall employ and provide such qualified and experienced Personnel and sub-consultants as are required to carry out the Services.

B. Replacement of Key Experts

Changes (replacement) of Key Experts shall be made only in exceptional circumstances with permission of Client. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant’s written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant

shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience.

C. Additional Key Experts

If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs).

D. Removal of Experts

If the Client finds that any of the Experts has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert or Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive (or obstructive) practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the employer, and if deemed necessary interview process may also be followed.

E. Cost of Replacement / Removal of Experts

Except as the Client may otherwise agree, the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

22. OBLIGATIONS OF THE CLIENT

A. Access to Land & Work

The Client warrants that the Consultants shall have free of charge unimpeded access to all land in respect of which access is required for the performance of the Services.

22(I). Remuneration, Other Expenses, Provisional Sums and Contingency

- a) No Payments to the consultant shall be made as Remuneration and Other Expenses, Provisional Sums and Contingency.
- b) No price adjustment of the remuneration rates, said remuneration shall be payable for the duration of the Contract. No Contingency shall be reimbursed to the consultant.

A. Currency of Payment

Any payment under this Contract shall be made in **INR only**.

B. Any sum falling due or any loss caused due to this agreement shall be recoverable by the client from the consultant.

C. No interest shall be payable to the Consultant on any payment due or award by any authority.

23. Regular Payment to Consultant's Staff

The consultant shall ensure that work at site does not suffer due to delay in payment of remuneration to their Key Experts and Non-Key Experts provided all up to date duly passed bills payable to the consultant have been paid by the client. Consultant shall submit a monthly “Report on Payment of Wages” in standard format in first week of each month to the Engineer-in-charge declaring that wages to all Key Experts and Non-Key Experts of one month prior to preceding months have been paid, in support of which the Consultant shall append a documentary proof such as ESIC, CMPF/EPF and bank statement as well. Payment of wages to the Key Experts and Non-Key Experts of consultant shall be only into the bank account of the staff. No other format of payment to staff shall be acceptable.

24. Safety Health & Environment Protection

Consultant shall inform all provisions related to safety, health and protection of environment stipulated in the contract. Consultant shall ensure that all its field employees also observe health and safety measures such as white helmets, identity card, safety boots and fluorescent vest always at site.

25. Completion Certificate of consultant

The completion certificate will be issued when service(s) are completed and final bills of consultant submitted in acceptable format.

26. FAIRNESS AND GOOD FAITH

a) Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this agreement and to adopt all reasonable measures to ensure the realization of the objectives of this agreement.

b) Operation of the Agreement

The parties recognize that it is impractical in this agreement to provide for every contingency which may arise during the life of the agreement, and the parties hereby agree that it is their intention that this agreement shall operate fairly as between them, and without detriment to the interest of either of them and that if during the term of this agreement either party believes that this agreement is operating unfairly, the parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but on failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to settlement in accordance with relevant provision.

NOTE: Any discrepancy between the Scope of Work (SOW) and CONDITIONS OF CONTRACT (CC), the provision of Scope of Work (SOW) shall prevail.

CONDITIONS OF CONTRACT **GENERAL TERMS AND CONDITIONS**

1. Definitions

- i) The word **"Employer"** or **"Company"** or **"Owner"** wherever occurs in the conditions, means the Coal India Limited, represented at Head Quarters of the Company by the General Manager/ HoD (.....), CIL / Subsidiary or his authorized representatives or any other officer specially deputed for the purpose who will employ the consultant.
- ii) The word **"Principal Employer"** wherever occurs, means the officer nominated by the Company to function on its behalf.
- iii) **"Bid"** (including the term ‘tender’, ‘offer’, ‘quotation’ or ‘proposal’ in certain contexts) means an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers.
- iv) **"Bidder"** (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any eligible person or firm or company, participating in a procurement process with a Procuring Entity.
- v) **"Bid security"** (including the term ‘Earnest Money Deposit’(EMD), in certain contexts) means a security from a bidder securing obligations resulting from a prospective contract award with the intention to avoid: the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents; failure to sign the contract or failure to provide the required security for the performance of the contract after an offer has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the tender documents.
- vi) **"Class-I local supplier"** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for ‘Class-I local supplier’ under the Public Procurement (Preference to Make in India), Order 2017.
- vii) **"Class-II local supplier"** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for ‘Class-II local supplier’ but less than that prescribed for ‘Class-I local supplier’ under the Public Procurement (Preference to Make in India), Order 2017.
- viii) **"Local Content"** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- ix) **"Non-Local supplier"** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for ‘Class-II local supplier’ under the Public Procurement (Preference to Make in India), Order 2017.
- x) **"Notice inviting tenders"** (including the term ‘Invitation to bid’ or ‘request for proposals’ in certain contexts) means a document and any amendment thereto published or notified by the Procuring Entity, which informs the potential bidders that it intends to procure goods, services and/or works.

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

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

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

- xiii) The word **"Consultant"** wherever occurs means the successful bidder / bidders who has / have deposited the necessary Earnest money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or Company, as the case may be and any constitutional, or otherwise change of which shall have prior approval of the employer.
- xiv) The word **"Contractor"** wherever occurs means the agency / contractor executing the works (infrastructure) contract.
- xv) **"Site"** means the land and places including any building and erection thereon, over, under, in or through which the Permanent works or Temporary works designed by the Engineer-in-Charge are to be executed and any other lands and places provided by the Employer for working space or any other purpose as may be specifically designated in the Contract as forming part of the site.
- xvi) **"Accepting Authority"** shall mean the management of the company and includes an authorized representative of the company or any other person or body of persons empowered on its behalf by the company.
- xvii) **"Engineer-in-charge"** shall mean the officer nominated by the company in the cadre/ discipline who is competent to direct supervisors and authorised to be in charge of the works for the purpose of this contract. The Engineer-in-Charge /Designated Officer in Charge, who is of an appropriate seniority, will be responsible for supervising and administering the contract, certifying payments due to the consultant, valuing variations to the contract, awarding extension of time and valuing compensation events. The Engineer-in-Charge /Designated Officer in Charge may further appoint his representatives i.e. another person/Project Manager or any other competent person and notify to the consultant who is directly responsible for supervising the work being executed at the site, on his behalf under their Delegation of Powers of the company. However, overall

responsibility, as far as the contract is concerned, will be that of the Engineer-in-Charge/Designated Officer in Charge.

- xviii) A **"Day"** shall mean a day of 24 hours from midnight to midnight.
- xix) The **"Work"** / **"Service"** shall mean the works required to be executed in accordance with the contract/work order or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- xx) **"Schedule of Rates"** referred to in this conditions shall mean the standard schedule of rates prescribed by the company and the amendments issued from time to time.
- xxi) **"Contract amount"** shall mean:
 - (a). in the lump sum contracts the total sum for which tender is accepted by the company inclusive of applicable GST.
 - (b). in the case of other types of contracts the total sum arrived at based on the individual rate(s) / percentage rate(s) quoted by the tenderer for the various items shown in the Schedule of Quantities" of the tender document as accepted by the Company inclusive of applicable GST with or without any alteration as the case may be.
- xxii) **"Written notice"** shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the consultants firm or to an office of the company for whom it is intended, or if delivered at or sent by registered mail / e-mail to the last business address known to him who gives the notice.
- xxiii) **"The constructional plant"** means all appliances, tools, plants or machinery of whatsoever nature required in or about the execution, completion or maintenance of the works but does not include materials or other things intended to form part of the permanent work.
- xxiv) **"Letter of Acceptance of Tender"** means letter giving intimation to the tenderer that his tender has been accepted in accordance with the provisions contained in that letter.
- xxv) **"Department"** means the Department of Coal India Limited or any of its subsidiary companies/units represented by the appropriate authority.
- xxvi) **"Act of insolvency"** means as it is designed by Presidency Town Insolvency Act or Provincial Insolvency Act or any act amending such originals.
- xxvii) The words indicating the singular only also include the plural and vice-versa where the context so requires.
- xxviii) **"Drawings"/"Plans"** shall mean all drawings furnished by the owner with the bid document , if any, as a basis for proposals,
 - (a). working drawings furnished by the Owner after issue of letter of acceptance of the tender to start the work,
 - (b). subsequent working drawings furnished by the owner in phases during progress of the work, and

- (c). drawings, if any, submitted by the consultant as per provision of the contract and duly approved by the owner.

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

- (a). Bureau of Indian Standards relevant to the works under the contract and their specifications.
- (b). Indian Electricity Act and Rules and Regulations made there under.
- (c). Indian Mines Act and Rules and Regulations made there under.
- (d). Any other Act, rule and regulations applicable for employment of labour, safety provisions, payment of provident fund and compensation, insurance etc.

2. **Contract Documents and Miscellaneous Provisions:**

The following documents shall constitute the contract documents:

- (i) Articles of Agreement.
- (ii) Letter of Acceptance of Bid/ Work Order indicating deviation, if any, from the conditions of contract incorporated in the tender document issued to the bidder.
- (iii) Notice Inviting Tender and Instructions to Bidders.
- (iv) Conditions of Contract including General Terms & Conditions of contract, Additional Terms & Conditions, Special Terms & Conditions and Commercial Terms & Conditions etc.- as applicable.
- (v) Frozen terms & conditions / technical parameters and revised offer, if any.
- (vi) Specifications/ scope of Work, if any.
- (vii) Schedule of quantities (or Bill of Quantities) along with accepted rate.
- (viii) Contract drawings and work programme, if any.
- (ix) Safety Code etc. forming part of the tender,
- (x) Integrity Pact (If applicable).
- (xi) Guidelines on Debarment of firms from Bidding.
- (xii) Code of Integrity for Public Procurement (CIPP)
- (xiii) Any other document if required.

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

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

The consultant shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Engineer-

in-charge, his representatives or any other officials authorized by the company for the purpose.

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

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

2.4 **Acceptance of Offer:**

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

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

3. Discrepancies in contract documents & Adjustments thereof

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

- (a). Description in Bill of Quantities of work.
- (b). Particular specification and special conditions, if any
- (c). Drawings.
- (d). General specifications.
- (e). BIS Specifications.

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

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

4. Security Deposit:

4.1 Security Deposit shall consist of two parts;

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

The security deposit shall bear no interest.

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

- A. Payment through NEFT/RTGS in the designated account of CIL/Subsidiary as indicated in the LOA/WO

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

Bank Guarantee against Performance Security shall be applicable if the amount of Performance Security exceeds Rs. 5.0 lakhs.

- C.** Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner.
- D.** BG in electronic mode (e-BG) generated through NeSL, in the same form as mentioned at (A)

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

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

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

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

- (a). at Bidder's option by a Scheduled Commercial Bank, or
- (b). by a foreign bank located in India and acceptable to the employer.

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

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

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

Name of Bank:

Branch:

IFSC Code:

Account No.

Customer ID:

Original copy of the Bank Guarantee issued by the Issuing Bank shall be sent by the issuing bank to Division of

In case the successful Bidder fails to submit the 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
- (iii) Any due amount to the consultant against the work done shall be treated as a part of the damages suffered by the company and shall not be paid to the consultant.
- (iv) The Company shall debar such defaulting Consultant from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter. In case of JV/ Partnership firm, the debarment shall also be applicable to all individual partners of JV/ Partnership firm.

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

In this case, EMD of successful bidder shall be released within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects).

4.3 Performance Security should be refunded within 14 days of the DATE OF COMMISSIONING OF THE PROJECT AS CERTIFIED BY THE ENGINEER-IN-CHARGE. This shall also be deemed the issuance of defect liability certificate to the consultant.

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

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

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

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

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

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

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

On completion of the entire work and issue of defect liability certificate (commissioning certificate of the project) by the Engineer-in-charge, one half of the security deposit remaining with the company

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

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

- (a). Any defect/defects in the work, if detected after issue of defect liability certificate (Taking over certificate with list of defects) is/are rectified to the satisfaction of the Engineer-in-Charge within the said defect liability period of six months or on its due extension till completion of the rectification works as required.
- (b). In the case of building work or other work of similar nature, the refund shall be made on the expiry of the said six months period or at the end of one full monsoon period i.e. June to September, whichever is later in point of time and any defects such as leakages in roof, effloresces in walls, dampness, defects in drainage etc. should be rectified to the satisfaction of Engineer-in-Charge.

4.8 Consideration of Abnormally Low Bids

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

4.9 BG in electronic mode (e-BG):

- a. Consultant has the option of submitting e-BG (Bank Guarantee in electronic mode) generated through NeSL (National E-Governance Services Limited).
- b. The e-BG is to be issued by the Bank and generated through NeSL in the format applicable for Performance Security / Retention Money as per Tender Document.
- c. The following details are to be mentioned in the Letter of Acceptance (LoA) / award of work, provided to the consultant **during the award of the work** so that they can contact their respective Banks for issuance of e-BG (generated through NeSL):

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

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

[NOT TO BE PART OF THE TENDER DOCUMENT: Tender Inviting Authority can also provide these details at the time of publishing of NIT, if available]

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

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

5. Deviations/Variations in Quantities and Pricing.

The scope given in the “Scope of Work” is meant to indicate the extent of the work and to provide a uniform basis for tendering and any variation either by addition or omission shall not vitiate the contract.

5.1 During the performance of the Services, EIC / Employer may make a change in the Services within the general scope of this Contract including, but not limited to, changes in methodology and minor additions to or deletions from the Services and Service Provider shall render the service as changed. Changes of this nature will be affected by a written order (i.e. Amendment) by the Employer. The time of completion of the said job may be extended for the part of the particular job at the discretion of Engineer-In-Charge, for only such alterations or substitutions of the Services, as he may consider just and reasonable.

5.2 If any change result in an increase in compensation payable to Service Provider or in terms of a credit to be passed on to Employer, Service Provider shall submit to EIC an estimate of the amount of such compensation or credit in a form prescribed by Employer. Upon review of Service Provider's estimate, Employer shall establish and set forth in the written order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. Any financial impact in the infrastructure contract shall be proportionately adjusted in the percentage basis in the SQC contract.

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

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

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

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

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

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

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

Immediately after the contract is concluded i.e. LOA / Work Order is issued, the consultant should submit a proposed work programme for the execution of the services, illustrated with activity bar Charts or Critical Path Method (CPM) or Program Evaluation Review Technique (PERT) type graphics. The composition of the team, the assigned tasks and their timings should be brought out clearly using bar chart and flow diagrams.

For the purpose of this detailed time and progress chart, the work shall be deemed to have commenced on the expiry of 07* (SEVEN) days from the site handover to the contractor of infrastructure project.

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

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

6.2 Liquidated Damages and Deductions:

In case of delay in completion of services/ stages/ deliverables as per stages of payment, a LD equal to 0.05% of the contract price (corresponding portion only) per day of delay subject to a maximum 10% of the contract value will be imposed and shall be recovered from payments due/retention money. However in case of delay due to reasons beyond the control of the consultant as certified by EIC, suitable extension of time will be granted on case to case basis.

The following activities shall also attract deductions from the bills which shall be made from the running bill for consultancy services:

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Sample Tender Document
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S.No.	Activities	Penalty
1	Report Submission	If there is any delay in report submission due to fault of the consultant, then company will deduct Rs. 1000/- (Rupees One Thousand Only) for each day of delay from the stipulated period in Scope of Work from the running bill of consultant.
2	Absent from Duties	For any reason whatsoever, if any team member remains absent from duty for more than 5 working days at one time, the consultant shall deploy personnel of equal or higher qualification and experience under the intimation to company. In the event of failure of the consultant to do so, company may impose a penalty upto Rs.10,000/- (Rupees Ten Thousand Only) from the running bill of consultant.
3	Change of Manpower	If there is any change in manpower other than replacement asked by owner: a. Key personnel 1 time (Team Leader). b. Other professional 2 times. c. For any change in key personnel more than one time after confirmation, company may deduct upto Rs.50,000/- (Rupees Fifty Thousand Only) on each change. d. For any change in other professionals during the work, company may deduct Rs 5000/- for each change.
4	Mistake in measurements due to negligence/informational	If there is any major mistakes found in taking measurements which is +/- 10%, company may impose a penalty by deducting upto Rs. 5,000/- (Rupees Five Thousand Only) per mistake.
5	Performance of the team members	If the service of a team member provided by the Consultant is not acceptable to the owner, the Consultant shall replace the team member within 07 days of given such notice by EIC. Delay in appointment of acceptable personnel shall attract deduction of Rs. 5000 per day per personnel.
6	Non-deployment of Key Experts	If after the award of the work, the designated key experts are not deployed by the consultant even after repeated reminders (at least 03) then Rs. 50,000 per personnel shall be deducted from each bill of the consultant.

COAL INDIA LIMITED
Sample Tender Document
“Hiring of Supervisory and Quality Control (SQC) consultant for infrastructure projects.”

S.No.	Activities	Penalty
		If the consultant continues to not deploy the key expert for more than a month, then their contract shall become liable for termination.

The company, if satisfied, that the works can be completed by the consultant within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the consultant as agreed damages equivalent to half percent of the contract amount / Revised Contract amount of the works excluding GST whichever is less for each week or part of the week subject to a ceiling as described at Cl.6.2.

- 6.2.1** The company, if not satisfied that the works can be completed by the consultant, and in the event of failure on the part of the consultant to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.
- 6.2.2** The company, if not satisfied with the progress of the contract and in the event of failure of the consultant to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- 6.2.3** In the event of such termination of the contract as described in clauses 6.2.1 or 6.2.2 or both, the company, shall be entitled to impose penalty/LD as deliberated at Clause 10. Additionally, the consultant shall be debarred from participating in the future tenders for a minimum period of 12 months.

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

6.3 Extension of Contract Time for completion

- A. Force Majeure (FM):** Conditions beyond control of either parties like war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God come under the legal concept of Force Majeure (FM).

Delays in performance of contractual obligations under influence of FM conditions are condonable by the other party without any right to termination or damages, provided, notice of the happening of any such event is given by the affected party to the other within 30 (thirty) days from the date of occurrence duly certified by the local chamber of commerce or statutory authorities, the beginning and end of FM occurrence and cessation of such Force Majeure condition. Works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist.

For delays arising out of Force Majeure, the bidder / consultant will not claim extension in completion date for a period exceeding the period of delay attributable

to the clauses of Force Majeure and neither company shall be liable to pay nor bidder / consultant shall be liable to claim extra cost (like increase in rates, remobilization advance, idle charges for labour and materials etc.) provided it is mutually established that Force majeure conditions did actually exist.

B. Delays in Execution

A work may be completed ahead of schedule or delayed due to unforeseen fortuitous circumstances, extra effort or developments beyond the control of CIL/Subsidiary or the tenderer and it is sometimes difficult to apportion credit or responsibility. The consultant may experience delay or disruption due to his own actions or inaction, those of his sub-consultant or other consultants, those of CIL/Subsidiary or the engineer, or other causes. Such delays expose the non-performing party to various sanctions under the contract. These sanctions include extension of time, damages or default termination of the contract. While examining the request of the consultant for extension of time, the engineer shall consider all circumstances and categorise the delays as follows:

- (a). Excusable delays - Force Majeure (FM), that is, acts of God, abnormal weather, floods, and so on, applies;
- (b). Compensable delays – or Compensation Events, which put full burden of responsibility on CIL/Subsidiary; or delay in execution of the project by the contractor executing the infrastructure works.
- (c). Inexcusable delay (consultant's own faults), which puts the full burden of responsibility on the consultant.
- (d). Concurrent delays - when two or more events responsible for delay overlap each other. The delays may be attributable to CIL/Subsidiary or the consultant or none, and fall in above categories. The eligibility for extension of time (EOT) should be determined by plotting each contributing concurrent delay on the critical path. CIL/Subsidiary should see that the concurrent delays do not result in unnecessary extra extension of time.

C. Once the delay is categorised, it should then be determined not only whether the consultant is eligible for time extension but also whether sanctions, such as Liquidated Damage (LD) or default termination, can be imposed on the consultant.

D. The time for completion of the work will be specified in the contract and it is understood that the completion of work within the time specified is an essential part of this contract. While ascertaining the reasons for delay beyond the control of the control of consultant, the following delays shall be considered as “Hinderance”:-

- (a). Excusable delays
- (b). Compensable delays
- (c). Portion of Concurrent delays to be decided judiciously by the EIC.

E. More precisely, if any delay in the completion of the work is likely to be caused by any of the following reasons, then the consultant immediately upon the occurrence of such delay shall give notice in writing to the Engineer-in-Charge and he shall be allowed a reasonable extension of time for completion in respect of delay caused by any of the below-mentioned circumstances-

- (a). Force Majeure as defined at 6.3(A);
- (b). Abnormally bad weather.
- (c). Non-availability of stores which are the responsibility of the company to supply as per contract.
- (d). Non-availability of working drawings in time, which are to be made available by the company as per contract during progress of the work.
- (e). Delay on the part of the consultants or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work.
- (f). Non-availability or breakdown of tools and plant to be made available or made available by the company.
- (g). The execution of any modified or additional items of work or excess quantity of work.
- (h). Any other causes which, at the sole discretion of the company, is beyond the control of the consultant
- (i). Delay caused by any written instruction of the Engineer in Charge.
- (j). Any circumstances which are wholly beyond the control of the consultant and unavoidable
- (k). Increase in the overall value of work. The time of completion of the work shall, in the event of any deviation resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the consultant as follows:
 - (i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus.
 - (ii) 25% of the time calculated in i) above or such further additional time as may be considered reasonable by the Engineer -in -Charge.
- (l). Portion of Concurrent delays as decided judiciously by the EIC

F. HINDERANCE REGISTER shall be maintained by both department and the consultant at site to record the various hindrances encountered during the course of execution.

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

G. Interim Extension of completion time may be granted by Tender Accepting Authority limited to GM(.....)/HoD for HQ works and Area GM for area works as per provision of clause 6.4 below, based on the recommendation of the Engineer-in-Charge of the work during the course of execution of work reserving the right to impose/waive the clause relating to compensation for delay at the time of granting final extension of time depending upon the merit of the case. Final Extension of completion time is to be granted by Tender Approving Authority limited to CMD of CIL/ Subsidiary.

6.4 General Principles for Granting Extension of Time

- (i) At the time of issuing notice inviting tenders for a particular work the Engineer-in-Charge should specify the time allowed for completion of the work consistent with the magnitude and urgency of the work.
- (ii) The time allowed for carrying out the work as entered in the contract shall be strictly observed by the consultant and shall be reckoned from the Date of Commencement of the work as given to the consultant.
- (iii) The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract) on the part of the consultant.
- (iv) To ensure good progress of work during the execution, the consultant shall meticulously follow the preset time and progress chart and in the event of slippages in one segment, all efforts will be made to liquidate the slippages in the next stages.
- (v) If the consultant shall desire an extension of time for completion of work on the grounds of his having been unavoidably hindered in its execution or on any other grounds as mentioned above shall make application to Engineer-In-Charge for extension of contract within a reasonable period prior to expiry of Contract Period (Preferably not later than 15 days prior to expiry of Contract Period). Engineer-In-Charge shall process the proposal based on the merit of the case for obtaining approval of Competent Authority. Such extension shall be communicated to the consultant in writing by the company through Engineer-in-Charge before the expiry of Contract Period.
- (vi) Engineer-in-Charge shall process extension of time for the completion of the work if the following conditions are satisfied:
 - (a). The consultant must apply to the Engineer-in-Charge in writing for extension of time.
 - (b). Such application must state the grounds which hindered the consultant in the execution of the work within the stipulated time.
 - (c). Such application must be made within a reasonable period prior to expiry of Contract Period (Preferably not later than 15 days prior to expiry of Contract Period).
 - (d). The Engineer-in-Charge must be of the opinion that the grounds shown for the extension of time are reasonable.
- (vii) The opinion of the Engineer-in-Charge, whether the grounds shown for the extension of time are or not reasonable, is final. If the Engineer-in-Charge is of the opinion that the grounds shown by the consultant are not reasonable and declines to process the extension of time, the consultant may approach concerned SO(C) /GM (C) /Director (As the case may be) whose opinion shall be final and binding on all concerned.
- (viii) All interim extensions of time shall be granted by Tender Accepting Authority limited to GM(Civil)/HoD for HQ works and Area GM for area works and all final extension of time shall be granted by Tender Accepting Authority limited to Chairman/ CMD of CIL/ Subsidiary.

Effort should be made to complete the work within the original contract period or extended period.

- (ix) In case the consultant does not apply for grant of extension of time before the expiry of contract period and the department wants the consultant to continue with the work beyond the stipulated date of completion, the Engineer-in-Charge can process proposal for extension of time even in the absence of application from the consultant as per the following guidelines:
- (a). Whenever any hindrance comes to the notice of the Team Leader of the work, he should at once make a note of such hindrance in the register kept at site. He should also make a report to EIC of the occurrence of such hindrance.
 - (b). The proposal for extension of time should be processed by EIC for obtaining the approval of Competent Authority (Ref CI (ix) above). This should be processed preferably 15 days prior to the expiry of Contract Period.
 - (c). If the orders of the higher authority are not received in time, he should extend the contract before the stipulated date actually expires so that the contract might remain in force but while communicating this extension of time, he must inform the consultant that this was without prejudice to Company's right to levy compensation under relevant clause of the agreement. Such extension of time given by EIC shall be considered as fait-accompli in future.
- (x) The period during which the contract remains valid is a matter of agreement and if the period originally set for the completion of the work comes to an end nothing short of agreement of the party can extend the subsistence and validity of the contract.
- (xi) When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the consultant or the Department or of both.

The extension, in order to be binding, will have to be by parties' agreement, express or implied.

It therefore, follows that if the extension of time is issued /granted by the Engineer-in-Charge suo-moto as per provisions of Contract Agreement as per CI 6.4(x) and such extension of time is accepted by the consultant, either expressly or implied by his actions before and subsequent to the date of completion, the extension of time granted by the Engineer-in-Charge is valid.

- (xii) It is, therefore, necessary that the Engineer-in-Charge grants extension of time as per provisions of the contract even when the consultant does not apply for extension of time in order to keep the contract alive. If the consultant refuses to act upon the extension so granted by Engineer-in-Charge, it will attract the provisions of appropriate clauses of the agreement.

The consultant shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer-in-Charge.

7. Material Supply & other facilities:

The consultant shall at his own expense, provide all materials required for the scope of their work, unless otherwise specified and the rates quoted by the consultant shall be for finished work inclusive of all materials required for completion of the work as specified in the contract.

* The company may, of its own or at the request of the consultant, supply such materials as may be specified, if available, at rate/rates to be fixed by the Engineer-in-charge.

- 7.1** All materials, tools and plants brought to site by the consultant shall be deemed to be held in lien by the company and the consultant shall not have the right to remove the same from the site, without the written permission of the Engineer-in-Charge. The company shall not however be liable for any loss, theft or damage due to fire or other cause during this period of lien, the responsibility for which shall lie entirely on the consultant.
- 7.2** The consultant shall bear the cost of loading, transportation to site, unloading, storing under cover as required etc. as may be necessary for the use and keeping the materials in good condition.
- 7.3** On completion or on termination of the contract and, if any, in respect of materials brought to site, the consultant with due permission of the Engineer in-Charge shall be entitled to remove at his expenses all surplus materials originally supplied by him and upon such removal, the same shall become the property of the consultant.
- 7.4** All charges on account of GST or any other applicable taxes, duties or levies on materials obtained for the works from any source (excluding materials supplied by the company) shall be borne by the consultant. This clause may be read in conjunction with 11 (ix) of condition of contract.
- 7.5** The consultant shall arrange necessary electricity at his own cost for the work and his own establishment. However, if available and feasible the company may arrange electricity at one point near the work site and necessary recovery of cost of energy consumed will be made at rates prescribed by the company from time to time. Energy meter for this purpose shall be provided by the consultant.

8. Measurement and Payments

Except where any general or detailed description of the work in the Bill of Quantities or specifications of the contract/ work order provides otherwise, measurement of work done shall be taken in accordance with the relevant standard method of measurement published by the Bureau of Indian Standards (BIS) and if not covered by the above, other relevant Standards/practices shall be followed as per instructions of the Engineer in-Charge.

- 8.1** All items of work carried out by the consultant in accordance with the provision of the contract having a financial value shall be entered in the Measurement Book as prescribed by the company so that a complete record of the measurements is available for all the works executed under the contract and the value of the work executed can be ascertained and determined there from. Measurements of completed work / portion of completed work shall be recorded only in the Measurement Books.
- 8.2** Measurement shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the consultant or his authorized representative.
- 8.3** Before taking measurements of any work, the Engineer-in-Charge or the person deputed by him for the purpose shall intimate the consultant to attend or to send his representative to attend the measurement. Every measurement thus taken shall be signed and dated by both the parties on the site on completion of the measurement. If the consultant objects to any measurements, a note to that effect shall be made in the Measurement Book / Log Book and signed and dated by both the parties.

8.4 In case of items which are claimed by the consultant but are not admissible according to the department, measurements of such items, will be taken for record purposes only and without prejudice so that in case it is subsequently decided by the department to admit the consultant's claims, there should be no difficulty in determining the quantities of such work. A suitable remark should, however, be made against such measurements to guard against payment in the ordinary way.

8.5 **Payments:** The running on account payments may be made as per the following.

(The below defined terms are indicative only, can be modified by the subsidiary before issuance of tender as per the suitability of the work)

Stage of Payment	Description	Percentage of the Payment
Stage-1	1) Establishment of Site Office including deployment of personnel as per Scope of Work	2.5% of the quoted fee
	2) On submission of Commencement Report by the consultant	2.5% of the quoted fee
	3) On submission of Construction Supervision Manual	2.5% of the quoted fee
Stage-2	On submission and acceptance of Quality assurance document by EIC	7.5% of the quoted fee
Stage-3	On site execution of works as below	Total 80% of the quoted fee
	1) Phase – I (10% of Project Cost executed by the contractor and certified by Engineer-in-charge of the project)	Total 8% of the quoted fee
	2) Phase – II (20% of Project Cost executed by the contractor and certified by Engineer-in-charge of the project)	Total 8% of the quoted fee
	3) Phase – III (30% of Project Cost executed by the contractor and certified by Engineer-in-charge of the project)	Total 8% of the quoted fee
	4) Phase – IV (40% of Project Cost executed by the contractor and certified by Engineer-in-charge of the project)	Total 8% of the quoted fee
	5) Phase – V (50% of Project Cost executed by the contractor and certified by Engineer-in-charge of the project)	Total 8% of the quoted fee

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Stage of Payment	Description	Percentage of the Payment
	6) Phase – VI (60% of Project Cost executed by the contractor and certified by Engineer-in-charge of the project)	Total 8% of the quoted fee
	7) Phase – VII (70% of Project Cost executed by the contractor and certified by Engineer-in-charge of the project)	Total 8% of the quoted fee
	8) Phase – VIII (80% of Project Cost executed by the contractor and certified by Engineer-in-charge of the project)	Total 8% of the quoted fee
	9) Phase – IX (90% of Project Cost executed by the contractor and certified by Engineer-in-charge of the project)	Total 8% of the quoted fee
	10) Phase – X (100% of Project Cost executed by the contractor and certified by Engineer-in-charge of the project)	Total 8% of the quoted fee
Stage-4	1) On completion of works as per scope of consultant.	5% of the quoted fee

- (i) The final payment to be made will also be subject to Clause-4.6 & 4.7 of the General Terms & Conditions of the contract.
- (ii) Any certificate given by the Engineer-in-Charge for the purpose of payment of interim bill/bills shall not of itself be conclusive evidence that any work/materials to which it relate is/are in accordance with the contract and may be modified or corrected by the Engineer-in-Charge by any subsequent certificate or by the final certificate.
- (iii) The company reserve the right to recover/enforce recovery of any overpayments detected after the payment as a result of post payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the consultant exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the consultant are the subject matter of dispute or not.
- (iv) The amount of such overpayments shall be recovered from subsequent bills under the contract, failing that from consultant's claim under any other contract with the company or from the consultant's security deposit or the consultant shall pay the amount of over payment on demand. In case of consultant's non-payment on such demand, the same should be realised from the consultant's dues, if any, with Coal India Limited or any of its subsidiaries.
- (v) The consultants are required to execute all works satisfactorily and according to the specifications laid down in the contract/ work order. If certain items of work, executed by the consultant, are below specifications, the consultant should re-do them according

to the specifications and instructions of EIC and if the consultant fails to rectify the defect within the time and in the manner specified by the EIC, the work shall be got redone or rectified by the department at the risk and cost of the consultant. Engineer-in-Charge may accept such work of below specifications provided the department is satisfied with the quality of such works and the strength/ structural safety of such works. In that case Engineer-in-Charge shall make such deductions for the difference in value, as in his opinion is reasonable and is approved by the accepting authority of the company i.e. GM/HoD(C) of the company in this case or any other officer nominated by GM/HoD(C) for the purpose.

9. Payment approval: The payment stage involved will be as under,

- (i) Signature of Subordinate Engineer(Civil)/ EA(Civil)/ Sr. Overseer(C) / Overseer(C) in MB's both in pages recording measurements, abstract of bill & the duly filled in bill form.
- (ii) Signature of Sr. Officer(C)/ Asstt. Manager(Civil) with appropriate check measurements in the MB's and the bill form.
- (iii) Signature of Dy. Manager(C)/ Manager(C) with appropriate check measurements in MB's and the bill form.
- (iv) Signature of Engineer-in-Charge as per definition of the General Terms and Conditions, as a token of acceptance for payment of the bill. The EIC may sign in the abstract of the bill in the MB & the bill form. In between stage iii) and iv) accountal checking may be made by the concerned Accounts Officer/ Accountant.

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

Income tax deduction @ 2% (Two percent) of the gross value (excluding GST) of each bill or at the rate as amended from time to time, shall be made unless exempted by the competent authority of the Income Tax Department. Further, TDS under GST will be deducted at applicable rates as per the provisions of GST Act wherever applicable.

No interest shall be payable on the amounts withheld, under the terms of the Contract Agreement/Work order.

10. Termination, Cancellation, Suspension and Foreclosure of Contract

The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract be entitled to cancel the contract in full or in part, and whether the date of completion has or has not elapsed, by a two weeks show cause notice in writing if the consultant: -

- (a). makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer-in-Charge, then on the expiry of the period as specified in the notice

Or

- (b). commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the

satisfaction of the Engineer-in-Charge, then on the expiry of the period as may be specified by the Engineer-in-Charge in a notice in writing.

Or

- (c). obtains a contract with the company as a result of ring tendering or other non-bonafide methods of competitive tendering

Or

- (d). shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for his company.

Or

- (e). fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by the Engineer-in-Charge in a notice in writing.

Or

- (f). transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Engineer-in-Charge. The Engineer-in-Charge may by giving a written notice, cancel the whole contract or portion of it in default.

Or

- (g). breach of the prohibition against sub-contracting

Or

- (h). Committed fraud

However, the consultant shall continue to fulfil the contract to the extent not terminated.

10.1 The contract shall also stand terminated under any of the following circumstances:

- (a). If the consultant being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of Insolvency Act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any Insolvency Act.
- (b). In the case of the consultant being a company, its affairs are under liquidation either by a resolution passed by the consultants company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the consultant's company, if any.
- (c). If the consultant shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 (twenty-one) days.
- (d). On the death of the consultant being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the

partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

10.2 On cancellation of the contract (except action as per clause 6.1 of GCC) or on termination of the contract, the Engineer-in-charge shall have powers:

- (a). To take possession of the site, any materials, constructional plant, equipment, stores etc. thereon and carry out balance work through any means or through any other agency.
- (b). To give the consultant 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 consultant in writing. The final measurement shall be carried out at the said appointed time notwithstanding whether the consultant is present or not. Any claim as regards measurement which the consultant 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 consultant shall be deemed to have waived all claims regarding above measurements and any claim made thereafter shall not be entertained.
- (c). After giving notice to the consultant to measure up the work of the consultant 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 consultant or take up departmentally, to complete the work. The consultant whose contract is terminated shall not be allowed to participate in future bidding for period of minimum twelve months.

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

- (i) Forfeiture of security deposit comprising of performance guarantee and retention money at the disposal of the employer.

Or

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

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

In the event of above course being adopted by the Engineer-in-charge, the consultant shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, equipment or entered into agreement or made advances on any

account or with a view to the execution of work or performance of the contract. And in case action is taken under any of provision aforesaid, the consultant shall not be entitled to recover or to be paid any sum for any work thereof or actually performed under this contract unless and until the engineer-in-charge has certified in writing the performance of such work and value payable in respect thereof and he shall only be entitled to be paid the value so certified.

The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the consultant as stated in 10.1(d).

10.3 Suspension of Work:

Suspension of work – The Company shall have power to suspend the work. The consultant shall on receipt of the order in writing of Engineer-in -charge (whose decision shall be final and binding on the consultant), suspend the progress of work or any part thereof for such time in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage, or endanger the safety thereof for any of the following reasons:

- (a). on account of any default on the part of the consultant, or
- (b). for proper execution of the works, or part thereof, for reasons other than the default of the consultant or,
- (c). for safety of the works, or part thereof.

The consultant shall, during such suspension properly protect and ensure the works to the extent necessary and carry out the instruction of the Engineer-in-charge. If the suspension is ordered for reasons (b) & (c), the consultant shall be entitled to an extension of time equal to the period of every such suspension plus 25%. This shall also be applicable for completion of the item or group of items of the work for which a separate period of completion as specified in the contract and of which the suspended work forms a part.

The consultant shall carry out the instructions given in this respect by the Engineer-In Charge & if such suspension exceeds 45 (forty five) days, the consultant will be compensated on mutually agreed terms.

10.4 Foreclosure of contract:

If at any time after acceptance of the tender the company decides to abandon or reduce the scope of work for any reason whatsoever the company, through its Engineer-in-Charge, shall give notice in writing to that effect to the consultant and consultant shall act accordingly in the matter. In the event of abandonment, the consultant shall have no claim to any payment of compensation or otherwise whatsoever, other than those mentioned below: -

- (a). to pay reasonable amount assessed and certified by the Engineer-in-Charge of the expenditure incurred, if any,
- (b). to pay the consultant at the contract rates full amount for works executed and measured at site up to the date of such abandonment.
- (c). to pay for the materials brought to site or to be delivered at site, which the consultant is legally liable to pay, for the purpose of consumption in works carried out or were to be carried out but for the foreclosure, including the cost of purchase and

transportation and cost of delivery of such materials. The materials to be taken over by the company should be in good condition and the company may allow at its discretion the consultant to retain the materials in full or in part if so desired by him and to be transported by the consultant from site to his place at his own cost with due permission of the EIC.

- (d). to take back the materials issued by the company but remaining unused, if any, in the work on the date of abandonment/reduction in the work, at the original issue price less allowance for any deterioration or damage caused while in custody of the consultant.
- (e). to pay for the transportation of tools and plants of the consultant from site to consultant's place or to any other destination, whichever is less.

10.4.1 The consultant shall, if required by the Engineer-in-Charge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Engineer-in-Charge to assess the amounts payable in terms of clauses 10.4(a), (c) & (e) of the contract. The consultant shall not have any claim for compensation for abandonment of the work, other than those as specified above.

If the consultant fails to disburse the special Relief/Ex-gratia within the due date, the subsidiary concerned may make payment to the eligible dependent as mentioned herein above. However, such amount shall be recovered from the Consultant from his dues either in the same and/or other subsidiaries of CIL.

In order to comply with the above provisions, consultant shall immediately on receipt of letter of acceptance/work order shall obtain group personal accident insurance in respect of all the workmen engaged in mining activities for payment of Rs.25.00 (Twenty Five) lakhs in case of death in mine accident. A proof to such effect shall be produced to the satisfaction of the management before commencement of the work. However, the responsibility of payment of special relief/ex-gratia amount shall lie exclusively with the Consultant.

- (i) The consultant shall directly pay the ex-gratia amount of Rs.25.00 (Twenty Five) lakhs to the eligible dependent family members of the deceased consultant's worker, who died in mine accident as certified by DGMS, to whom the statutory benefits under Employee Compensation Act, Provident Fund etc. have been paid, as per the terms of contract or through Insurance Company by availing Group Personal Accident Insurance Policy for all its workers before commencement of the contract, which shall be renewed periodically to cover the entire duration of the contract. No reimbursement shall be made on this account by CIL/Subsidiary.

The Nodal Officer/Engineer-in-charge or his nominee's approval shall not alter the consultant's responsibility for design of the Temporary Works.

11. Additional Responsibilities of the Consultant(s)

The cost on account of the "Additional Responsibilities of the Consultants" under this clause is deemed to be included in the tendered rates.

- (i) The company reserves the rights to let other consultants also work in connection with the Project and the consultant/consultants shall co-operate in the works for the introduction and stores and materials and execution of his/their works.

- (ii) The consultant shall employ, on the site in connection with the execution and maintenance of the work, technical and managerial staff as mentioned in Scope of work / Bill of Quantities.

The consultant shall intimate the Engineer-in-Charge in writing the names, qualifications, experience and full postal address of each and every technical personnel employed at site by him.

The consultant(s) shall not be allowed to execute the work unless he/they engage the required technical staff as assessed by Engineer-in-charge or as specifically mentioned in the bid. The delay on this account, if any, shall be the consultant's responsibility.

Important instructions shall be confirmed to the consultant(s) in writing. If the consultant/consultants in course of the works finds/find any discrepancy between the drawing, forming part of the contract documents and the physical conditions of the locality or any errors or omissions in drawings. It shall be his/their duty to immediately inform the Engineer-in-Charge in writing and the Engineer-in-Charge shall verify the same. Any work done after such discovery and without intimation as indicated above will be done at the risk of the consultant/consultants.

- (iii) The consultant / consultants shall employ only competent, skillful and orderly men to do the work. The Engineer-in-Charge shall have the right to ask the consultant/consultants to remove from the work site any men of the consultant/consultants who in his opinion is undesirable and the consultant/consultants will have to remove him within 3 (three) hours of such orders.

The consultant shall employ apprentices in the execution of the contract work as required under Apprentices Act.

The consultant shall further be responsible for making arrangements at his own cost, or accommodation and social needs of the staff and workers under his employment.

- (iv) Precautions shall be exercised at all times by the consultant(s) for the protection of persons (including employees) and property. The safety required or recommended by all applicable laws, codes, statutes and regulations shall be observed by the consultant(s). In case of accidents, the consultant(s) shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force and the consultant shall indemnify the company against any claim on this account.

All scaffoldings, ladders and such other structures which the workmen are likely to use shall be examined by the Engineer-in-Charge or his authorized representative whenever they want and the structure must be strong, durable, and safe and of such design as required by Engineer-in-Charge.

In no case any structure condemned by the Engineer-in-Charge or his authorized representatives shall be kept on the work and such structure must be pulled down within three hours of such condemnation and any certificate or instructions, however, shall in no way absolve the consultant/consultants from his/their responsibility, as an employer, as the company shall in no way be responsible for any claim.

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

- (v) The consultant / consultants shall familiarize themselves with and be governed by all laws and rules of India and Local statutes and orders and regulations applicable to his/ their work.
- (vi) The consultant shall maintain all records as per the provision made in the various statutes including Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules, 1971, Minimum Wages Act, Workmen Compensation Act etc. and latest amendment thereof. Such records maintained by the consultant shall be opened for inspection by the Engineer-in-Charge or by the nominated representative of the Principal Employer.
- (vii) The consultant/ consultants shall provide facilities for the sanitary necessities of all persons employed on the work shall be constructed and maintained in the number, manner and place approved or ordered by the Engineer-in-Charge. The consultant/ consultants shall vigorously prohibit committing of nuisance at any other place. Cost of all works under this item shall be covered by the consultant/consultant's tendered rates.
- (viii) The consultant/consultants shall furnish to the Engineer-in-Charge or his authorized representative with work reports from time to time regarding the consultant / consultants organization and the progress made by him / them in the execution of the work as per the contract.
- (ix) All duties, taxes (excluding Goods and Services Tax and GST Compensation Cess (If applicable) only) and other levies, royalty, building and construction workers cess (as applicable in States), whether local, municipal, provincial or central pertaining to the contract payable by the bidder/Consultant under the Contract (during the entire period of contract), or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST, if any, either payable by bidder or by company under reverse charge mechanism shall be computed by system in BOQ sheet as per predefined logic.

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

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

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

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to bidder/consultant (if GST payable by bidder/consultant) 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 consultant.

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

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

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

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

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

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

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

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

- (x) The consultant / consultants shall make his/ their own arrangement for all materials, tools, staff and labourer required for the contract, which shall include cost of lead, lift, loading, unloading, railway freight, recruiting expenses and any other charges for the completion of the work to entire satisfaction of the company.

- (xi) The consultant / consultants shall make their own arrangement for carriage of all materials to the work site at his/their own cost.
- (xii) a) No fruit trees or valuable plants or trees with trunk diameter exceeding 150 mm shall be pulled, destroyed or damaged by the consultant/consultants or any of his/their employees without the prior permission of the company, failing which the cost of such trees or plants shall be deducted from the consultant/consultants dues at the rate to be decided by the company. The rates quoted are supposed to include clearance of shrubs and jungles and removal of such trees up to 150 mm dia., as will be permitted by the Engineer-in-Charge in writing.
 b) Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the employer. The Consultant is to notify the Nodal Officer or his nominee of such discoveries and carry out the Nodal Officer or his nominee's instructions for dealing with him.
- (xiii) The consultant / consultants shall not pay less than the minimum wages to the labourer engaged by him/them as per Minimum Wages Act or such other legislation or award of the minimum wage fixed by the respective State Govt. or Central Govt. as may be in force. The consultant / consultants shall make necessary payments of the provident fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and allied scheme and Miscellaneous Provisions Act, 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be.

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

- (xiv) All accounts shall be maintained properly and the company shall have the right of access and inspection of all such books of accounts etc., relating to payment of labourer in online mode including payment of provident fund considered necessary.
- (xv) The consultant shall in additions to any indemnity provided by the relevant clauses of the agreement or by law, indemnify and keep indemnified for the following:
 - (a). The company or any agent or employee of the company against any action, claim or proceeding relating to infringement or use of any patent or design right and shall pay any royalties or other charges which may be payable in respect of any article or material included in the contract. However, the amount so paid shall be reimbursed by the company in the event such infringement has taken place in complying with the specific directions issued by the company or the use of such article or material was the result of any drawing and/or specifications issued by the company after submission of tender by the consultant. The consultant must notify immediately after any claim being made or any action brought against the company, or any agent or employee of company in respect of any such matter.
 - (b). The company against all claims, damages or compensation under the provisions of payment of Wages Act, 1938, Minimum Wages Act, 1948,

Employer's Liability Act, 1938, The Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947, Mines Act as applicable, Employees State Insurance Act 1948 and Maternity Benefit Act, 1961, Acts regulating P.F. or any modification thereof or any other law relating thereto and rules made there under from time to time, as may be applicable to the contract which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and also against costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury.

- (c). The company against all losses and claims for injuries or damages to any third party or to any property belonging to any third party which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and against all claims/demands proceedings/damages, cost charges and expenses whatsoever in respect of or in relation thereto.
- (xvi) **Insurance** - The consultant shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for reasons which are beyond control of the consultant or act of God, e.g. flood, riots, war, earthquake, etc.) and shall at his own cost repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the contract and instructions of the Engineer-in-charge.

The consultant/consultants shall take following insurance policies during the full contract period at his own cost:

- (a). In the case of construction works, without limiting the obligations and responsibilities under the contract, the consultant shall take insurance policy for the works and for all materials at site so that the value of the works executed and the materials at site up to date are sufficiently covered against risk of loss/damage to the extent as permissible under the law of insurance. The consultant shall arrange insurance in joint names of the company and the consultant. All premiums and other insurance charges of the said insurance policy shall be borne by the consultant.

The terms of the insurance policy shall be such that all insurance claims and compensations payable by the insurers, shall be paid to the Employer and the same shall be released to the consultant in instalments as may be certified by the Engineer-in-charge for the purpose of rebuilding or replacement or repair of the works and/or goods destroyed or damaged for which payment was received from the insurers. Policies and certificates for insurance shall be delivered by the consultant to the EIC for his approval before the starting date. Alterations to the terms of insurance shall not be made without the approval of EIC.

- (b). Where any company building or part thereof is used, rented or leased by the consultant for the purpose of storing or using materials of combustible nature, the consultant shall take separate insurance policy for the entire building and the policy shall be deposited with the company.
- (c). The consultant shall at all times during the tenure of the contract indemnify the company against all claims, damages or compensation under the provision of the Workmen's Compensation Act and shall take insurance policy covering all

risk, claims, damages, or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.

- (d). The consultant shall ensure that the insurance policy/ policies is/are kept alive till full expiry of the contract by timely payment of premiums and it/they shall not be cancelled without the approval of the company and a provision is made to this effect in all policies, and similar insurance policies are also taken by his sub-consultants if any. The cost of premium shall be borne by the consultant and it shall be deemed to have been included in the tendered rate.
- (e). In the event of consultant's failure to effect or to keep in force the insurance referred to above or any other insurance which the consultant is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due to the consultant.

THE CLAUSE 11(xvi) SHALL BE APPLICABLE FOR WORKS OF ESTIMATED VALUE OF OVER Rs. 50 LAKHS.

- (xvii) **Setting Out:** The consultant shall be responsible for the contract and proper setting out of the works and correctness of the position, reduced levels, dimensions and alignment of all parts of the work including marking out the correct lay out in reference to the permanent bench mark and reference points. Only one permanent bench mark and basic reference lines shall be marked and shown to the consultant as basic data.

They shall be provided with the approved drawings and designs of the infrastructure contract.

The consultant shall have all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of work any error is detected in respect of the position, levels, dimensions or alignment of any part of the work, the consultant on being required to do so by the Engineer-in-Charge or his representative shall at the expenses of the consultant rectify such errors to the satisfaction of Engineer-in Charge unless such error is due to incorrect data supplied by the Engineer-in-Charge.

- (xviii) On receipt of Letter of Acceptance of Tender / Work Order the consultant shall forthwith Register and obtain License from the competent authority under the Contract Labour (Regulation & Abolition) Act 1970, the Contract Labour (Regulation & Abolition) Central Rules, 1971 and submit certified copies of the same to the Engineer in-Charge and the Principal Employer.
- (xix) Unless otherwise specifically provided for, dewatering of excavation pits, working areas etc. shall be the consultant's responsibility and is to be carried out at his own cost as per instructions of EIC. The rates quoted by the consultant shall be deemed to include the dewatering costs.
- (xx) Approval by the Nodal Officer/Engineer-in-Charge or his nominee: The consultant shall submit specifications and drawings showing the proposed temporary work to the Nodal Officer/Engineer-in-Charge or his nominee, who is to approve them if they comply with the specifications and drawings.

The consultant shall be responsible for design of Temporary Works.

- 12.1** In cases where separate period of completion for certain items or groups of items are specified in the contract, separate Defect Liability certificate for such items or groups of items may be issued by the Engineer-in-Charge after completion of such items on receipt of notice from the consultant only in the event the work is completed satisfactorily in every respect.

Refund of security deposit and payment of final bill shall, however, be made on completion of the entire contract work, but not on completion of such items of work.

- 12.2** Before the date fixed for completion of work, the work as well as the site of work are to be made clean after removal of rubbish, scaffolding, surplus materials, temporary structures etc.

- 12.3** In case of consultant's failure to clear the site, the EIC shall have right to get the work done. The cost thereof shall be recovered from the final bill of the consultant.

12. Settlement of Disputes

Disputes Resolution

1. Normally, there should not be any scope for dispute between the buyer / Company and seller / consultant after entering a mutually agreed valid contract. However, due to various unforeseen reasons, problems may arise during the contract, leading to a dispute between the buyer / Company and the seller / consultant. Therefore, the conditions governing the contract should contain suitable provisions for the settlement of such disputes or differences binding on both parties.
2. All disputes and differences between the parties, as to the construction or operation of the contract, or the respective rights and liabilities of the parties on any matter in question or any other account whatsoever, but excluding the Excepted Matters (detailed below); arising out of or in connection with the contract, within thirty (30) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the Engineer-in charge and the consultant within thirty (30) days from one party notifying the other of such matters, whether before or after the completion or termination of the contracts, shall be referred to as a “Dispute”.
3. The aggrieved party shall give a ‘Notice of Dispute’ indicating the Dispute and claims, citing relevant contractual clauses to the Engineer-in-charge, and requesting to invoke the dispute resolution mechanisms as available in the contract.

Excepted Matters

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

1. Any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract (“Third Party Claim”), including, but not limited to, a

Party's right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.

2. Issues related to the pre-award tender process or conditions.
3. Issues related to ambiguity in contract terms shall not be taken up after a contract has been signed. All such issues should be highlighted before the consultant signs the contract.
4. Issues related to contractual action/ termination of contract etc., by the Company on account of fraud, corruption, debarment of consultants, criminal or wilful negligence of the consultant etc.
5. Issues that are already under investigation by CBI, Vigilance, or any other investigating agency or government.
6. Provisions incorporated in the contract, which are beyond the purview of the Company or are in pursuance of policies of Government, including but not limited to
 - a). Provisions of restrictions regarding local content and Purchase Preference to Local suppliers in terms of the Make in India policy of the Government.
 - b). Provisions regarding restrictions on Entities from Countries having land-borders with India in terms of the Government's policies in this regard.
 - c). Purchase preference policies regarding MSEs and Start-ups

SETTLEMENT OF DISPUTES WITH THE CONSULTANT

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

The consultant 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 consultant shall be entertained by the Company.

The dispute is to be resolved as per following stages:

In first stage dispute shall be referred as given below:

Scenario The dispute shall be referred to:	Scenario The dispute shall be referred to:
For works executed at Area / sub-area / project level where Area GM is not Engineer-in-charge (EIC) and EIC is under the administrative control of Area GM:	Area GM
For works executed at Area / sub-area / project level and Area GM is Engineer-in-charge:	HOD(concerned Subsidiary HQ
For works executed at / through HQ level where HOD(concerned department) is not Engineer-in charge (EIC) and EIC is under the administrative control of HOD	HOD (concerned department), Subsidiary HQ / CIL, as the case may be.
For works executed at / through HQ level and HOD(concerned department) is Engineer-in-charge	Serving officer not below the rank of HOD / E8, nominated by concerned Director.

If dispute still persist even after 60 days (extendable by another 30 days with mutual consent) of receipt of representation to Engineer-in-charge, then the Dispute shall be attempted to be resolved, as far as feasible, before recourse to courts, in the sequence as mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein:

- a) Adjudication
- b) Mediation

NOTE: While processing a case for dispute resolution/ litigation, the Company may take legal advice at appropriate stages.

Adjudication

1. After exhausting efforts to resolve the Dispute in the first stage as mentioned above, the consultant shall give a ‘Notice of Adjudication’ specifying the matters which are in question or subject of the dispute or difference indicating the relevant contractual clause(s), as also the amount of claim (item-wise) to the concerned Director, Subsidiary / CIL for invoking resolution of the dispute through Adjudication.
2. Concerned Director Subsidiary / CIL can himself be the Adjudicator or can nominate an Adjudicator (a serving officer of Subsidiary / CIL not below the rank of HOD / E8, as the case may be).
3. During his adjudication, the Adjudicator shall give the consultant 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 consultant may proceed to invoke the process of Mediation as follows.

Mediation

- (i) Any party may invoke Mediation by submitting “Notice of Mediation” to the CMD of concerned Subsidiary / CIL. A neutral third party, known as the Mediator, facilitates the mediation process.
- (ii) **The Mediation Act and a Mediation Agreement:** The Mediation shall be conducted as per The Mediation Act 2023.

(iii) Guidelines for Mediation: Department of Expenditure, Ministry of Finance has issued guideline on Mediation. Government departments/ entities/ agencies are encouraged to adopt mediation under the Mediation Act 2023 and/ or negotiate amicable settlements to resolve disputes. Where necessary, e.g. matters of high value, they may proceed in the manner discussed below:

1. Company, may where they consider appropriate, e.g. in high-value matters (where amount of dispute / claim value is more than the DoP of concerned Director), constitute a High-Level Committee (HLC) (minimum 03 members) for dispute resolution, which may include the following (this composition is purely indicative and not prescriptive):
 - i. A retired judge.
 - ii. A retired high-ranking officer and/ or technical expert.
2. In cases where a HLC is constituted, the Company may either
 - i. negotiate directly with the other party and place a tentative proposed solution before the HLC or
 - ii. conduct mediation through a mediator and then place the tentative mediated agreement before the HLC or
 - iii. use the HLC itself as the mediator.
3. This will enable decisions taken for resolving disputes in appropriate matters to be scrutinized by a high-ranking body at arms-length from the regular decision-making structure, thereby promoting fair and sound decisions in the public interest, with probity.
4. There may be rare situations in long-duration works contracts where a renegotiation of the terms may best serve public interest due to unforeseen major events. In such circumstances, the terms of the tentative re-negotiated contract may be placed before a suitably constituted High-Level Committee before approval by the competent authority.
5. Disputes where the methods outlined above are unsuccessful should be adjudicated by the courts.

(iv) Appointment of Mediator(s):

1. Mediators can be of any nationality and must be registered with the Mediation Council of India (MCI) or empanelled by a court-annexed mediation centre or empanelled by an Authority constituted under the Legal Services Authorities Act, 1987 or empanelled by a mediation service provider (MSP) recognised by MCI.
2. Within 30 days of receipt of the “Notice of Mediation”, the CMD of subsidiary / CIL after consultation with concerned Legal department shall propose names of three likely mediators from its panel, asking the other party to choose one as Mediator. The mutually accepted mediator shall then be appointed to conduct mediation.
3. If parties do not agree on the mediator, they can approach a mediation service provider (“MSP”, recognised by MCI), who shall appoint a mediator based on the suitability and preferences of the parties within 7 days.
4. In contracts having an Integrity Pact, Independent External Monitors (IEMs) can be appointed as mediators, as per the Standard Operating Procedure (SOP) issued by the Central Vigilance Commission (CVC).
5. After a mediator is appointed, they must disclose any conflict of interest. Either party can seek a replacement of the Mediator after such disclosure.

- (v) **Venue:** Mediation must be conducted within the territorial jurisdiction of the Court, which has jurisdiction to decide the dispute unless both parties agree to do it online or at the HQ of the subsidiary / CIL where the contract has been executed.

Online Mediation: The Act allows parties to opt for online/ virtual Mediation, which shall be deemed to occur within the jurisdiction of a competent court. The Act also requires online mediation communication mechanisms to ensure confidentiality.

(vi) **The Process:**

1. The Mediator independently and impartially encourages open communication and cooperation between disputing parties to reach an amicable settlement, but he does not have the authority to impose a settlement upon the parties to the dispute. The parties shall be informed expressly by the mediator that he only facilitates in arriving at a resolution of the dispute and that he shall not impose any settlement nor give any assurance that the mediation may result in a settlement.
2. Unlike court proceedings, Mediation is informal and flexible and allows for creative problem-solving and exploration of various solutions. The Code of Civil Procedure or the Indian Evidence Act, 1872 shall not be binding on the mediator.
3. Confidentiality: Subject to the other provisions of the Mediation Act 2023, the mediator, mediation service provider, the parties and participants in the mediation shall keep confidential all the following matters relating to the mediation proceedings, namely: —
 - i. acknowledgements, opinions, suggestions, promises, proposals, apologies and admissions made during the mediation;
 - ii. acceptance of, or willingness to, accept proposals made or exchanged in the mediation;
 - iii. documents prepared solely for the conduct of mediation or in relation thereto;
 - iv. any other mediation communication.
 - v. No audio or video recording of the mediation proceedings shall be made or maintained by the parties or the participants, including the mediator and mediation service provider, whether conducted in person or online, to ensure the confidentiality of the mediation proceedings.
4. The mediator initially meets the parties separately and communicates the view of each party to the other to the extent agreed upon by them. He assists them in identifying issues, advancing better understanding, clarifying priorities, and exploring areas of the parties' responsibility, identifying common interests, and encouraging compromise. He then meets them jointly to encourage a mutually acceptable resolution. At any stage of the mediation proceedings, at the parties' request, the mediator may suggest a dispute settlement in writing.
 - i. **Termination of Mediation:** The process must be completed within 120 days, though parties can extend it by another 60 days through mutual consent. If Mediation is not completed within this timeline (120+60 days), the Mediator shall prepare a non-settlement report without disclosing the cause of non-settlement or any other matter or thing referring to their conduct during mediation for the parties or the MSP. Mediation shall also stand terminated on a declaration of the mediator, after consultation with the parties or otherwise, that further efforts at mediation are no longer justified or on communication by party(ies) in writing, addressed to the mediator and the other parties that they wish to opt out of mediation.

ii. **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.

13. **Recovery:** In the event of recovery of any claim towards LD Charges, Penalty, fee, fine or any other charges from the supplier/vendor, the same will be recovered excluding GST and the amount shall be adjusted with the payment to be made to the supplier/vendor against their bill/invoice or any other dues.
14. **Guidelines on Debarment of firms from Bidding- As per the latest approved Guidelines of Business of CMM: Chapter 2.**
15. **Price Variation:** *In case of the extension of the time period of commissioning of the project for any reason whatsoever, the period of completion of the SQC contract shall be extended till the actual date of commissioning as certified by Engineer-in-charge, without any extra cost. Price Variation in line with Contract Management Manual (CMM): Chapter 2 shall be paid only for the period beyond the stipulated period considering 90% Labour Component and 10% Material Component.*

Additional Terms & Conditions (ATC)

Instruction to Bidders (ITB)

1.0 Scope of Bidder

- 1.1 The Coal India Limited invites bids for the work as mentioned in the Bid Documents/Scope of work. The Bidders should submit bid for the whole work mentioned in the Bid Documents/Scope of work.
- 1.2 The successful Bidder will be expected to complete the Services by the Intended Completion period specified in the tender document.

2.0 Eligible Bidders

- 2.1 The invitation for bid is open to the Proprietorship firm, Partnership firm, Company registered under Companies Act, LLP or any other legal entity registered in India.
- 2.2 The Bidders shall be eligible to participate only if they fulfil the Eligibility Criteria specified in Bid Document / Additional Terms & Conditions (ATC).
- 2.3 In a tender, a Bidder shall participate in one bid only.
- 2.4 Procurement from Micro and Small Enterprises (MSEs) shall be applicable for Service Tenders in accordance to the notification of Government of India (GoI) and including its amendment(s) as notified by GoI from time to time.

3.0 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 the duly filled Bid Submission Confirmation Sheet in ‘.pdf’ format as per the instruction provided in the GeM Bid Document. The bid submission confirmation sheet shall be provided by buyer in secured ‘.xls’ format.

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

Any Bid not accompanied by a Bid Submission Confirmation Sheet or if BSC Sheet is found tampered, then the Bid shall be considered as nonresponsive and is liable for rejection.

b) EMD/Bid Security:

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

Bid Security/Earnest Money is 1.25 % of the estimated cost, rounded off to next hundred rupees subject to maximum of Rs. 50 Lakhs.

The bidder has to submit the Bid Security/EMD in subsidiary 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 of bid submission but not received by the Company within the specified date due to any reason then the bid will not be accepted. However, the Bid Security/EMD 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 Bid Security/EMD shall be applicable and acceptable.

The Bid Security/EMD for the unsuccessful Bidder shall be refundable as promptly as possible. The Bid Security/EMD shall bear no interest. No Bid will be accepted unless accompanied by requisite Bid Security/Earnest Money Deposit as stated above, unless the Bidder is exempted as per the GeM GTC.

- ii) Any Bid not accompanied by an acceptable Bid Security/EMD shall be rejected by CIL 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. However, this option is to be enabled only in those cases where the exemption of EMD/Bid Security to some bidders is allowed as per GeM GTC.
- 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 ([Annexure](#)) 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/Earnest Money may be forfeited: -
 - a) if the Bidder withdraws the Bid after the end date of Bid

submission during the period of ‘Bid validity/extended validity with mutual consent’; or

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

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

“Note: - However, debarment shall be done as per the ‘Guidelines on Debarment of firms from Bidding’ clause of the CC.”

- vi) The Bid Security/EMD deposited with CIL will not carry any interest.
- vii) 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 ([Annexure ...](#)).
- 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 Department.
- ix) If any Bidder withdraws their bid online (i.e. before the end date of submission of tender/Bid) then the refund of EMD/Bid Security shall be done on case to case basis, after award of work, 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 ([Annexure ...](#)) of that account from where the EMD/Bid Security has been submitted for Electronic Fund Transfer/Internet Banking Payment, as provided in Bid Document.

- c) PAN Card:

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

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), in the form of Yes/No.

Supporting Documents to be uploaded by Bidders:

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

- d) GST Registration (Not Applicable for Exempted Services):

The Bidder should be either GST Registered Bidder under regular scheme

or

GST Registered Bidder under composition scheme

or

GST unregistered Bidder during bid submission as per above.

Information to be furnished 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.

Supporting 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.
- b. **Status:** GST registered Bidder under composition scheme.
Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.
- c. **Status:** GST unregistered Bidder:
Document: A Certificate with UDIN from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the Bidder is GST unregistered Bidder in compliance with the relevant GST rules of India.

Note: -

- 1. If turnover of Bidder exceeds exemption limit, the Bidder must have GST registration as per GST Act and rules.
- 2. If seller/bidder is GST registered, he must ensure that GST registration details has been updated on GeM portal before participation. The GST status shown on the GeM portal shall be final for financial bid evaluation irrespective of the document submitted in support of GST status with the bid.

- e) **Legal Status of the Bidder:**
-

The invitation for bid is open to the Proprietorship firm, Partnership firm, Company registered under Companies Act, LLP or any other legal entity registered in India.

Information to be furnished in Bid Submission Confirmation Sheet:

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

Supporting Documents to be uploaded by Bidders:

1. The document(s) (any of them as applicable) regarding legal status of eligible Bidders as mentioned below shall be uploaded by the Bidder:

Proprietary Firm or HUF: A copy of notarized affidavit on Stamp Paper declaring that his Concern is a proprietary Concern, and he is sole proprietor of the Concern OR he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF or any other document to prove Proprietorship/Individual status of the Bidder.

OR

Partnership firm:

- i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar,
- ii) A notarized or registered copy of Power of Attorney in favour of the individual to sign and submit the bid on behalf of the partnership firm and create liability against the firm.

OR

Companies:

- i) The copies of MOA (Memorandum of Association)/ AOA (Articles of Association) of the company;
- ii) A copy of Certificate of Incorporation;
- iii) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign and submit the bid on behalf of the company and create liability against the company.

OR

Limited Liability Partnership (LLP):

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

OR

Society/s or Trust/s

- i) A copy of Certificate of Registration
- ii) A copy of Memorandum of Association of Society/Trust Deed
- iii) A copy of Rules & Regulations of the Society
- iv) A copy of Power of Attorney, in favour of the individual to sign and submit the bid and create liability against the Society/Trust.

f) Letter of Bid:

The Letter of Bid addressed to the Tender Inviting Authority (TIA) will be given in Tender document containing name of the work, 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 in GTE (General Technical Evaluation) through Bid Submission Confirmation Sheet at the time of bid submission. This acceptance during bidding through GTE shall be construed as submission of Letter of Bid by the 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 the format ([Annexure](#)) given in the Bid Document.

g) Integrity pact

Bidders are required to accept the pre-contract integrity pact 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/LLP at time of execution of formal 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 the format ([Annexure...](#)) prescribed in the Bid Document.

h) Code of Integrity for Public Procurement (CIPP)

Bidders are required to accept the Code of Integrity for Public Procurement (CIPP) as available in ([Annexure](#)) of 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/LLP at time of execution of formal 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 the Bid Document.

i) Restrictions on Public Procurement from certain countries:

The Undertaking of the Bidder regarding compliance to order No. F.No.6/18/2019-PPD dt. 23/7/2020 as amended from time to time of Ministry of Finance, Department 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 Consultants from such countries will be given in the tender 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.

j) Undertaking regarding relatives as employees of company etc.

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

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, Local supplier status of the
bidder etc.**

- k)** 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.
- l)** Make in India (as applicable) vide Order No. P - 45021/2/2017 PP (BE-II) dated 16.09.2020 and issued by Govt. of India as amended from time to time shall be submitted.

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

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

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

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goods, services or works offered for procurement, has local content less than 20% as defined under said order.

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

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

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. **In cases of procurement for a value in excess of Rs. 10 crores, all the Bidders ‘Class-I local supplier’/‘Class-II local supplier’ shall be required to provide a certificate with UDIN from the ‘statutory auditor or cost auditor of the company or from a practicing cost accountant or practicing chartered account (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.**
- m) CVs of the Key experts: Bidder is required to submit the CVs/Resume of the Key Experts as per the requirement stipulated below (Format given in Annexure):

Sl. No.	Designation	Number
	Project Coordinator	
	Team Leader	
	...	
		

The CVs should be signed by the concerned persons and counter-signed by the authorized signatory of the bidder.

[NOT TO BE PART OF THE TENDER DOCUMENT: The above table is to be incorporated in line with the description given in the Scope of Work]

- n) QCBS Scoring:

Information to be furnished in Bid Submission Confirmation Sheet:

In respect of the eligibility criteria as mentioned in the Table below, the Bidders are required to furnish the confirmation of possessing the required document, in the form of Yes/No.

TECHNICAL SCORE: 65%;

MINIMUM SCORE FOR ELIGIBILITY: 60 OUT OF MAXIMUM 100

PRICE BID: 35%

NOTE: A single experience can be considered for marks in multiple description

Sl. No	Description	Supporting Documents	Max Score	Marks Distribution
1	Experience of having successfully completed the project as a PMC / SQC consultant for one or more of the following works costing more than 50% of total project cost (i.e. total project cost as mentioned in NIT) during last 05 years ending last day of month previous to the one in which bid applications are invited: <i>[Integrated Coal Handling Plant (CHP) or any other bulk material handling system with Conveyor system.</i> <i>or,</i> <i>Rapid Loading System (RLS) or Unit Train Loading System (UTLS) with Conveyor system.</i> <i>or,</i> <i>RCC or Structural Steel Silo/Bunker/ Surge Bin/Surge Hopper with Conveyor system.</i> <i>or,</i> <i>Any Plant which includes Coal Handling Plant (CHP) or any other bulk material handling system with conveyor system.</i> <i>Or,</i> <i>Any industrial / commercial</i>	Copy of Work Completion Certificate(s) issued by the employer	40	1 Work– 25 marks 2 works– 35 marks 3 or more works – 40 marks

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	<i>infrastructure involving structural steel works.]</i>			
2	Experience of having successfully completed the project as a PMC / SQC consultant for one or more of the following works costing more than 75% of total project cost (i.e. total project cost as mentioned in NIT) put to tender during last 05 years ending last day of month previous to the one in which bid applications are invited: <i>[Integrated Coal Handling Plant (CHP) or any other bulk material handling system with Conveyor system.</i> <i>or,</i> <i>Rapid Loading System (RLS) or Unit Train Loading System (UTLS) with Conveyor system.</i> <i>or,</i> <i>RCC or Structural Steel Silo/Bunker/ Surge Bin/Surge Hopper with Conveyor system.</i> <i>or,</i> <i>Any Plant which includes Coal Handling Plant (CHP) or any other bulk material handling system with conveyor system.</i> <i>Or,</i> <i>Any industrial / commercial infrastructure involving structural steel works.]</i>	Copy of Work Completion Certificate(s) is-sued by the employer	30	1 Work– 20 marks 2 works– 25 marks 3 or more works – 30 marks

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3	Experience of having successfully completed Supervision and Quality Control consultancy service of infrastructure works viz. BUILDING, ROADS, WORKSHOP, COAL HANDLING PLANT, ANY BULK MATERIAL HANDLING PLANT with conveyor system etc. (in Govt./Public sector in India) costing more than 50% of total project cost (i.e. total project cost as mentioned in NIT) put to tender during last 05 years ending last day of month previous to the one in which bid applications are invited.	Copy of Work Completion Certificate(s) issued by the employer	10	1 Work– 5 marks 2 works– 8 marks 3 or more works – 10 marks
	Note: 1. Cost of previous completed works shall be given a simple weightage of 7% per year to bring them at current price level, while evaluating the qualification requirement of the bidder. Such weightage shall be considered after end date of completion. Updating will be considered for full or part of the year (total no. of days / 365) i.e. considering 365 days in a year, till the last day of month previous to one in which bid has been invited. 2. The date of completion of work should be during last 05 (Five) years ending last day of month previous to the one in which bid applications are invited. The full value of experience shall be considered in this scenario. 3. The same work completion certificate may be used to qualify multiple work experience criteria. 4. The above given similar nature requirement is for CHP / FMC projects, this can be suitably modified as per the specific infrastructure other than CHP / FMC projects.			
5	Average annual financial turnover (receipts from consultancy fee only) of any 3 (three) years of last 4 (four) years ending 31st March of the previous financial year.	Financial Turnover certificate (receipts from consultancy fee only) having a Unique Document Identification Number (UDIN) with Institute of Chartered Accountants of India for the 3 (three) financial years (out of previous 4 (four) financial years)	20	Less than 50% of the estimated cost (i.e. total estimated consultancy cost i.e.) put to tender – 0 (Zero) Marks.

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		issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India.		Equal to or More than 50% and less than 60% of the estimated cost (i.e. total estimated consultancy cost i.e.) put to tender - 10 Marks. Equal to or More than 60% and less than 70% of the estimated cost (i.e. total estimated consultancy cost i.e.) put to tender - 15 Marks. Equal to or more than 70% of the estimated cost (i.e. total estimated consultancy cost i.e.) put to tender - 20 Marks.
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- 3.2** The documentary evidence to be uploaded by the bidder in the GeM portal, for establishing its eligibility as per the requirements specified in the Bid Documents shall be in the form of written descriptions, literature, diagrams, certifications, agreement copy, client certificates, customer orders etc., as specified in the corresponding criteria.
- 3.3** 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.
- 3.4** If the Bidder is a Subsidiary of a Company, the experience and resources of the Holding Company or its other Subsidiaries will not be taken into account. However, if the Bidder is a Holding Company, the experience and resources of its wholly

owned Subsidiaries will be taken into consideration.

Notes: The documents to be furnished by the Bidder to prove that he is satisfying the eligibility criteria laid down should all be in the Bidder's 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.

4.0 One Bid per Bidder

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

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

Whereby,

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

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

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

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

5.0 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and CIL will in no case be responsible or liable for those costs.

6.0 Site Visit

- 6.1 The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the Works/Services. The costs of visiting the site shall be at the Bidder's own expense.
- 6.2 It shall be deemed that the Bidder has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates.
- 6.3 In this regard, bidders may contact the following persons:
 - Mr., Designation:, Contact no., Email ID:

7.0 Content of Bidding Documents

The set of bidding documents comprises the documents listed below as issued online by CIL and addenda issued in accordance with [clause 9.0 of ATC \(ITB\)](#):

- i) Scope of Work/Technical Specifications/Bill of Quantities;
 - ii) Additional Terms & Conditions (Instructions to Bidders);
 - iii) Service Level Agreement
 - iv) Conditions of Contract;
 - v) GeM GTC and GeM SLA as linked in GeM Bid Document;
 - vi) Formats/Annexures as provided;
 - vii) Guidelines on Debarment of firms from Bidding;
 - viii) Other documents, if required.
-

8.0 Clarification of Bidding Documents

- 8.1 Pre-bid meeting/Interaction shall take place after publication of Tender as per SOW. The minutes of the Pre-Bid meeting shall be uploaded on the GeM Portal through Corrigendum at least 7 days before the Bid Submission end date, which can be viewed by all interested Bidders.
- 8.2 The Bidder may seek clarification/representation within the specified period through GeM Portal only. The Department will clarify as far as possible, the relevant queries of Bidders. The replies to clarifications/representation sought by Bidders should be given by the Department as per the GeM functionality.

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.

9.0 Corrigendum to Bid Document

Corrigendum shall be issued only in exceptional cases with the approval of competent authority.

10.0 Language of Bid

All documents, including but not limited to the proposal, correspondences and documents enclosed as part of the proposals relating to the bid shall be in the English language. If any certificate/work order/agreement is submitted in any language other than English language, the translation copy of the same in English is to be furnished next to the certificate/work order/agreement and an affidavit on non-judicial stamp paper duly notarized in this respect is to be submitted as to representation of the original. In case, any printed literature furnished by the bidder, is written in another language and accompanied by translation of all its pertinent passages in the English language, for the purposes of interpretation of the bid, such translation shall prevail.

11.0 Bid Prices

- 11.1 The Bidders shall offer for the whole Works mentioned in the Scope of work/Bill of Quantities. Based on quote submitted by the Bidder, CIL reserves the right to allot whole or part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.
- 11.2 The Bidder shall quote the overall rate for the Works described in the Bill of Quantities/Bid Document. The cost of any other item/services, which are considered necessary for completion of the job as per defined scope of work, is deemed to have been included in the quoted lump- sum prices.
- 11.3 All duties, taxes excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable) and other levies payable by the Bidder/Consultant under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST, either payable by Bidder or by Company under reverse charge mechanism shall be computed by GeM Portal as per pre-defined logic.
- 11.4 All investments, operating expenses, incidentals, overheads, leads, lifts, carriages
-

etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the Bidder.

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

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

- 11.5 The rate quoted by Bidder shall be inclusive of all taxes, duties & levies & GST @ 18%. The GST Status as shown in the GeM Portal shall be considered to derive the contract value excluding GST.

Illustration: If bidder quoted the Lumpsum price as Rs. 118/- and is a GST registered bidder under Normal Scheme in GeM Portal, then the excluding GST (@ 18%) Amount is Rs. 100/-.

The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to Bidder/Consultant (if GST payable by Bidder/Consultant) 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/Consultant.

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

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

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

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

- 11.6 The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account.
- 11.7 If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.

- 11.8 Bidder has to submit the lumpsum cost. Estimated cost of the consultancy services of the instant tender is the upper limit of acceptance. Any bid quoting above that shall not be accepted for award of the work, even if that bid is H-1.

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

Case – 1: Supply for which INPUT TAX CREDIT (ITC) is not available to the Company. For calculation of Overall Bid Value, the GST [CGST, SGST/UTGST, IGST and GST (compensation to state tax)] to be paid by the bidder or by CIL/ Subsidiary taken by the system will be added to decide the L1 i.e the ranking of the Bidders will be decided based on rates quoted by the bidders plus GST. This value of the bidder will be “the Cost to Company”. Then share of GST to be deposited by CIL/ Subsidiary, if any will be deducted from overall bid value to arrive at the Contract value. The Price-bids of the tenderers shall have no condition. The Price Bid which is incomplete and not submitted as per instruction given above is liable for rejection.

Case – 2: Supply for which INPUT TAX CREDIT (ITC) is available to the Company. For calculation of Overall Bid Value, the GST [CGST, SGST/UTGST, IGST and GST (compensation to state tax)] to be paid by the Bidder or by CIL/ Subsidiary taken by the system will be ignored to decide the L1 i.e the ranking of the Bidders will be decided based on rates quoted by the bidders excluding GST. This value of the bidder will be “the cost to Company”.

12.0 Currencies of Bid and Payment

The unit rates and prices quoted by the Bidder shall be entirely in Indian Rupees (₹) only. No other currency shall be acceptable.

13.0 Bid Validity

- i) Bid shall remain valid for a period of 120 days after the deadline for bid submission.
- ii) In exceptional circumstances, prior to expiry of the original time limit, the Tender Inviting Authority may request that the Bidders may extend the period of validity for a specified additional period. The request and the Bidder's responses shall be made in writing through email and/or through GeM Portal. A Bidder may refuse the request without forfeiting his EMD/bid security. A Bidder agreeing to the request will not be required or permitted to modify the bid.

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

- iii) 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.

- a) 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 H-1 bidder (lowest acceptable bidder, who is techno-commercially qualified for the work and would have been awarded a contract, but for his refusal to extend validity or withdrawal of bid within validity), the tender must be re-tendered.
- ii) However, such H-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 H-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 H-1 bids.

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

14.0 Bid Security/Earnest Money Deposit

Please refer [clause No. 3.1 \(b\) of ATC \(ITB\)](#).

15.0 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 as per their legal entity. 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 Additional Terms & Conditions (Instruction to Bidder), 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 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, declaration w.r.t Make in India order and compliance w.r.t procurement from Bidder of a country which shares a land border with India etc. undertaking, annexures and Letter of Bid.

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. 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.
- g. 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.

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

1. 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) Confirmatory Documents/Technical Clarification:

All the confirmatory documents/Technical Clarification as enlisted in the Bid Document in support of online information/information submitted through Bid Submission Confirmation Sheet by the Bidder are to be uploaded in Cover-I.

- ii) Price bid: The Price bid containing the Bill of Quantity will be on lumpsum basis and the Bidder will have to quote overall value as per scope of work of the Bid Document including GST @ 18%. The Price-bids of the tenderers will have no condition. The rate to be quoted/displayed by GeM Portal is including of GST @18% & GST Cess (if applicable) and all other Taxes and duties as applicable on the last date of submission of Bid. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

Illustration: If bidder quoted the Lumpsum price as Rs. 118/- and is a GST registered bidder under Normal Scheme in GeM Portal, then the excluding GST (@ 18%) Amount is Rs. 100/-.

- iii) 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.

16.0 Deadline for Submission of Bids

- 16.1 Bids shall be submitted online on the GeM Portal only.
- 16.2 CIL may extend the deadline for submission of Bids by issuing a Corrigendum, in which case, all rights and obligations of CIL and the Bidders previously subject to the original deadline will then be subject to the new deadline.

17.0 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, 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:

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 (1) year from participating in tenders in CIL. The Price-bid of remaining Bidders will be opened and the tender process shall go on.
2. If the request of withdrawal is received after online notification for opening of price bid, the EMD will be forfeited and the Bidder will be debarred for a minimum period of one (1) year from participating in tenders in CIL/Subsidiary. The Price-bids of all eligible Bidders including this Bidder will be opened and action will follow as under:
 - i) If the Bidder withdrawing his bid is other than H-1, the tender process shall go on.
 - ii) If the Bidder withdrawing his bid is H-1, then re-tender will be done.

18.0 Opening of Technical Bid

18.1 The Technical bid (Cover-I) will be opened on schedule date 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.

18.2 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).

19.0 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-

- A. After opening of Technical bid, the documents submitted by Bidder(s) in Cover – I 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 Bidder(s) in Bid Submission Confirmation Sheet. If it confirms to all of the information/declarations

furnished by the Bidder in Bid Submission Confirmation Sheet and does not change the eligibility status of the Bidder then the Bidder will be considered eligible for opening of price bid.

- B. In case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information furnished 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.
- C. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The Bidder(s) will upload the scanned copy of all those specified documents in support of the information/declarations furnished by them in Bid Submission Confirmation Sheet within the specified period of 7 days. No further clarification shall be sought from Bidder.

The shortfall information/documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. These should be called only on basis of the recommendations of the TC. 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.

- D. 'Seeking/Technical' clarification shall be restricted to confirmation of submitted document/information only and it should be only for one time for a period of 7 days. The clarification shall be taken in online mode in the e-Procurement portal of GeM only.
- E. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents mentioned in the Bid Document.
- F. 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.
- G. In case Bidder(s) 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 considered for Technical scoring and corresponding marks will be given as per Technical Evaluation Matrix of clause of ATC (ITB).
- H. In case the Bidder(s) submit(s) requisite documents online as per the Bid

Document and Compliance with Eligibility Criteria as spelt out at clause no. of ATC (ITB), then his/their bid will be considered for Technical scoring and corresponding marks will be given as per Technical Evaluation Matrix of clause of ATC (ITB).

- I. Bidders will be given marks out of total 100 marks as per the Technical Evaluation Matrix. Only those bidders, who obtain 60 or above marks, out of 100 will be considered eligible for opening of Price Bid.
- J. In case none of the Bidder(s) complies the technical eligibility criteria as per Bid Document or not securing the minimum 60 marks out of 100 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).
- K. 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.

- L. After Technical evaluation of tender, the price bid shall be opened on schedule date and time as per GeM Portal Conditions.
- M. **QCBS based Evaluation of Bids**

1. The bid having the lowest Price Bid will be awarded 100 marks. Financial score of other bidders will be calculated on the basis of the following formula:

Financial score of other bidder = $(\text{Price Bid of lowest bidder} \times 100) / \text{Price Bid of the other bidder}$

2. Net Technical score of the bidders will be calculated on a pro-rata basis assuming highest marks (T_{high}) as technical score 100 and calculating technical score of other bidders as below:

Net Technical Score of a bidder =

$(\text{Technical marks of the bidder say } T / \text{Highest marks say } T_{\text{high}}) \times 100$
=

$(T / T_{\text{high}}) \times 100$ (refer example below), where T is the technical marks of other bidder and T_{high} is the highest marks.

3. Total score of the bidder will be determined based on the following formula:

Total score = $(0.65 * \text{Net Technical score}) + (0.35 * \text{Financial score})$

4. The bidder whose bid has secured the highest “Total Score” as per above will be considered as successful bidder.

As an example, for reference purpose (the rank provided by the GeM Portal shall be final), the following procedure will be followed for evaluation.

- In a particular case of selection of consultant, it was decided to have minimum qualifying marks for technical qualifications as 60 and the weightage of the technical bids and financial bids was kept as 65:35.
- In response to one RFP, 3 proposals, A, B & C were received. The technical evaluation committee awarded them 75, 80 and 90 marks respectively. The minimum qualifying marks were 60. All the 3 proposals were, therefore, found technically suitable.
- Using the formula of $(T/T_{\text{high}}) \times 100$ (Where T_{high} is the highest technical marks i.e. 90 marks of bidder C), following points were given to each bidder:

$$\text{A: } (75/90) \times 100 = 83.33$$

$$\text{B: } (80/90) \times 100 = 88.88$$

$$\text{C: } (90/90) \times 100 = 100$$

- Financial proposals were opened for Technically qualified bidders. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

$$\text{A: ₹ 120}$$

$$\text{B: ₹ 100}$$

$$\text{C: ₹ 110}$$

- Using the formula LEC / EC , where LEC stands for lowest evaluated cost and EC stands for evaluated cost, the committee gave them the following points for financial proposals:

$$\text{A: } (100 / 120) \times 100 = 83.33 \text{ points}$$

$$\text{B: } (100 / 100) \times 100 = 100.00 \text{ points}$$

$$\text{C: } (100 / 110) \times 100 = 90.90 \text{ points}$$

- In the combined evaluation, thereafter, the evaluation committee calculated the Total score as under:

$$\text{A: } 83.33 \times 0.65 + 83.33 \times 0.35 = 83.33 \text{ points.}$$

$$\text{B: } 88.88 \times 0.65 + 100 \times 0.35 = 92.77 \text{ points.}$$

$$\text{C: } 100 \times 0.65 + 90.9 \times 0.35 = 96.81 \text{ points.}$$

- The three proposals in the combined technical and financial evaluation were ranked as under:

$$\text{Proposal C: 96.81 points}$$

Proposal B: 92.78 points

Proposal A: 83.33 points

Proposal C at the evaluated highest total score of 96.81 was, therefore, declared as a successful bidder and recommended for approval to the competent authority.

- N. The Tender Committee may recommend for award of work to the successful Bidder after evaluation of the reasonableness of rates.
 - O. Purchase Preference to MSE & MII shall not be applicable due to QCBS based evaluation.
- 19.3 The Tender Committee will recommend for award of work to the successful Bidder after evaluating their technical 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 to H-1 Bidder will be accorded by the Competent Authority as per Delegation of Power based on the TC recommendation.
- 19.4 After financial concurrence of TCR and competent approval, the Letter of Acceptance (LOA) to the H-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 **(A) Logical End of online created Tender:** Any tender hosted on the GeM portal must be logically concluded i.e., either award or cancel.
- (B) If H-1 Bidder backs out (i.e. Techno commercially established H-1 Bidder), the EMD will be forfeited and the Bidder will be debarred for minimum one (1) year from participating in tenders in CIL/Subsidiary.**
- However, debarment shall be done as per the ‘Guidelines on Debarment of firms from Bidding’ clause of the CC.**

20.0 Process to be Confidential

- a) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed by department 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.
- b) Any effort by a Bidder to influence CIL’s processing of Bids or award decisions may result in the rejection of his Bid.
 - c) From the time of bid opening to the time of contract award, no bidder shall contact the Procuring Entity on any matter related to the bid, except on request and prior written permission.

21.0 Examination of Bids and Determination of Responsiveness

- i. A substantially responsive Bid is one which conforms to all the terms,

conditions, and specifications of the Bidding documents without material deviation or reservation. A material deviation or reservation is one:

- a. which affects in any substantial way the scope, quality, or performance of the works;
- b. which limits in any substantial way, inconsistent with the Bidding documents, CIL's rights or the Bidder's obligations under the Contract; or
- c. whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

ii. If a Bid is not substantially responsive, it may be rejected by CIL at its sole discretion.

22.0 Evaluation and Comparison of Bids

- 22.1 The CIL will evaluate and compare only the Bids determined to be substantially responsive in accordance with clause No. 21.0 of ATC (ITB).
- 22.2 The evaluation of Bid, by CIL shall be done as per clause No. 19.0 of ATC (ITB).
- 22.3 CIL reserves the right to accept or reject any Bid not conforming to the requirements of the Bidding documents.
- 22.4 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.
- 22.5 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. H-1 will be decided on the basis of QCBS based evaluation system.

23.0 Award Criteria

Subject to clause 22.0 of ATC (ITB), CIL will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has emerged as highest scorer (H-1) bidder on the basis of QCBS based evaluation system, provided that such Bidder has been determined to be:

- a) eligible in accordance with the provisions of Clause 2.0 of ATC (ITB); and
- b) qualified in accordance with the provisions of Clause 3.0 of ATC (ITB).

24.0 Employer's Right to Accept Any Bid, Negotiate and to Reject Any or All Bids

- a) Notwithstanding clause 23.0 of ATC (ITB), CIL 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 CIL's action.

(A) Negotiations

- I) Normally, there should be no negotiation. Negotiations should be a rare exception rather than the rule and may be resorted to only in exceptional circumstances. If it is decided to hold negotiations for reduction of prices, they should be held only with the 'H-1 bidder', who is techno-commercially responsive and on whom the contract would have been placed but for the decision to negotiate. In no case, including where a cartel/pool rates are suspected, should negotiations be extended to those who had either not tendered originally or whose tender was rejected because of unresponsiveness of bid, unsatisfactory credentials, inadequacy of capacity or unworkable rates. The circumstances where negotiations may be considered could be:
 - A. Where the procurement is done on nomination basis;
 - B. Procurement is from single or limited sources;
 - C. Procurements where there is suspicion of cartel formation which should be recorded; and
 - D. Where the requirements are urgent and the delay in re-tendering for the entire requirement due to the unreasonableness of the quoted rates would jeopardise essential operations, maintenance and safety, negotiations with H-1 bidder(s) may be done for bare minimum quantum of requirements. The balance bulk requirement should, however, be procured through a re-tender, following the normal tendering process.
- II) The decision whether to invite fresh tenders or to negotiate and with whom, should be made by the tender accepting authority limited to CMD of CIL/Subsidiary based on the recommendations of the TC. Convincing reasons must be recorded by the authority recommending negotiations. The CA should exercise due diligence while accepting a tender or ordering negotiations or calling for a re-tender and a definite time frame should be indicated.
- III) After the CA or TC has decided to call a specific bidder for negotiation, the following procedure should be adopted:
 - A. Negotiations must be carried out by the CA or TC only;
 - B. It must be understood that, if the period of validity of the original offer expires before the close of negotiations, the original offer will not be available for acceptance. The period of validity of the original offer must, therefore, be extended, wherever necessary, before negotiations;
 - C. The bidder 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;

A negotiations meeting should be started only after obtaining a signed declaration from the negotiating bidder and Revised bids should be obtained in writing from the selected bidders at the end of the negotiations and same shall be recorded on GeM Portal. The revised bids so obtained should be read out to the bidders or their representatives present, immediately after completing the negotiations. If necessary, the negotiating party may be given some time to submit its

revised offer. In case, however, the selected bidder prefers to send a revised bid instead of being present at the negotiation, the offer should be taken into account. In case a bidder does not submit the revised bid, its original bid shall be considered.

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

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

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

25.0 Award of work to multiple H1 bidders:

- i) If there are more than one highest scorer bidder & splitting up of the work is not considered necessary, selection of H-1 may be decided based on the lowest amount quoted by such bidder.**

26.0 Notification of Award and Signing of Agreement

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

This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Consultant in consideration of the execution and completion of the Works by the Consultant as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").

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 The work order shall be issued by Engineer-in-charge, after submission of Performance Security by the Consultant as per schedule with following details:

- A) Time schedule for Execution of Formal written Agreement.**

B) Any other salient detail as per standard format.

The Agreement will incorporate all agreements between CIL and the successful Bidder and shall be executed within 14 days of confirmation of Performance Security submitted by the Consultant as per contract conditions.

In case of failure to enter into Agreement within the specified period in accordance to relevant clause of Conditions of Contract.

No payment for the work shall be made before execution of this agreement. The invoicing of first payment bill shall be done through GeM Portal and all the payment of work (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 ATC (ITB).

26.5 The Consultant shall enter into and execute Contract Agreement in the prescribed form (Annexure) 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 Consultant. 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 Consultant 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 GM (ERP), CIL.

27.0 Performance Security/Security Deposit

Security Deposit shall consist, Performance Security to be submitted at award of work. The Security Deposit shall bear no interest. For details refer Conditions of Contract.

28.0 Legal Jurisdiction

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

29.0 Downloading Bid Document

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

30.0 e-Payment

The Bidder has 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/Bidder are required to submit an Authorization form (Annexure) duly signed for e-payment to them at the time of signing of Agreement/at the time of bidding.

31.0 Change in the Constitution of Contracting Agency

In case of merger, acquisition or divestiture of the Implementation Partner, the acquiring/transferee company shall be bound by the terms and conditions of the Contract during the Contract Period and for a period of at least five (5) years from the date of completion of the project, at no additional cost to the Owner.

32.0 Miscellaneous

- i) The bidders should fill the bid document properly and carefully. They should avoid quoting absurd rates.
- ii) Throughout the bidding documents, the terms ‘bid’ and “tender” and their derivatives are synonymous.
- iii) Provisions related to this ATC (ITB) shall be a part of agreement.

33.0 Restriction on Procurement from a bidder of a country which share a land border with India and on sub-contracting to Consultants from such countries

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or Company, including any member of a Joint Venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means. -
 - a. An entity incorporated, established or registered in such a country; or
 - 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 persons, who, whether acting alone or together, or through

one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the Company.
 - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural persons, who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (d) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

ANNEXURES

All other applicable Annexures are to be taken as per the latest CMM: Chapter 2.

Annexure ...: FORMAT OF CVs

1. Name :

2. Father's Name :

3. Date of Birth :

4. Number of Years of Experience:

5. Qualifications :

Level of Qualification	Education
Qualification	
Relevant Extra Qualification (if any)	

6. Details of Experience (including experience in present organization):

Name of Organisation / Company	Designation / Position held	From (date)	To (date)	Nature of Jobs/ work handled

Signature:

Date:

(Countersigned by the authorized representative of Bidder/Consultant.