



**BEFORE THE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH**

**NEW DELHI**

S.R. No. 535 /2026

M.A No. 94 / 2022

Place- Waidhan

IN

Date. 09.01.26 /2026

ORIGINAL APPLICATION No. 113 OF 2020

**IN THE MATTER OF:**

RAMESH CHANDRA VERMA

.....APPLICANT

VERSUS

STATE OF UTTAR PRADESH & ORS.

...RESPONDENTS

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Northern Coalfields Ltd.  
Khadia Project

Through

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Filed on: 09.01.2026

*09.01.26*  
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ORIGINAL APPLICATION No. 113 OF 2020

**IN THE MATTER OF:**

RAMESH CHANDRA VERMA .....APPLICANT

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**ADDITIONAL AFFIDAVIT ON BEHALF OF RESPONDENT NO.3**

**NORTHERN COALFIELDS LTD, KHADIA PROJECT**

I, Arvind Kumar Bansal, aged about 58 years, S/o Sh. Rajendra Kumar Bansal ,  
R/o C-7, Sector -2, Jayant , Dist- Singrauli, Madhya Pradesh, do hereby  
solemnly affirm and declare as under: -

1. That I am working as General Manager (Civil), Northern Coalfields Limited, Project-Khadia, as such in my official capacity, I am well conversant with the facts and circumstances of the Present Case and also Competent to swear this Present Affidavit.
2. This Hon'ble Tribunal vide its order dated 28.08.2018 passed in O.A No. 164/2018 titled as "*Ashwani Kumar Dubey Vs Union of India & Ors*" directed the M/s Northern Coalfield Limited to ensure that transportation of coal shall only be either by railway wagons or by the dedicated

*28.09.2022*  
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conveyor system. No transportation of coal shall be permitted by road to any of the industries in the Singrauli area, as recommended earlier also.

3. That in order to comply with the directions of this Hon'ble Tribunal the concept of construction of 'wharfwall' was developed which is more or less an infrastructure facility created for railway wagon loading to transport coal through rail. The Khadia Project of Northern Coalfield Ltd is equipped with Coal Handling Plants of 04 & 06 MTPA capacity for dispatch of coal to UPRVUNL through Merry Go-Round arrangement (a derivative of rail transport). For the purpose of reduction in road transportation of coal, to minimize the pollution associated with road dispatch and to decrease in traffic density, a letter of award was issued for 'Construction of Wharfwall & allied works' to M/s Baghel Infrastructure Pvt. Ltd vide letter dated 26.09.2020.
4. That Due to continuous delay in resolution of the problem, contractual agency M/s Baghel Infrastructure Pvt. Ltd repeatedly requested for foreclosure of the work on the ground of hindrance and overhead expenses, thereafter, the East Central Railway agreed on 31.12.2021 for executing the balance work left by the M/s Baghel Infrastructure Pvt. Ltd and the NCL has to foreclose the contract of work of construction of wharf wall and allied works awarded to M/s Baghel Infrastructure Pvt. Ltd.
5. That the railway line could not be laid by railway due to hindrance caused by the local villagers for construction of Wharfwall under misinterpretation of increase in pollution and action taken. However, the fact remains that the villagers were claiming their rights on the land upon which the wharfwall was to be constructed.

  
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6. That as per the Terms of Reference for 20 MTPA dated 14.02.2023 issued by the Ministry of Environment, Forest & Climate Change under heading "Infrastructure & Mine Management" in pit conveyor belt with silo loading should be proposed and installed for transportation of coal till railway siding. No transportation of coal by trucks/dumpers shall be proposed in EIA/EMP". To comply with this directive, construction of Rapid Loading System (RLS) has been planned which will be completed tentatively by June, 2026. This rapid Loading System shall further augment the coal offtake through rail mode. Here, it may also be noted that for installation and commissioning of RLS, even the escape line/tracks and signaling etc, the work of which is being undertaken by ECR railways is also being opposed by the local villagers.
7. That in the 279<sup>th</sup> meeting of Northern Coalfields Ltd. held on 24.09.2022 approval for addendum to the project report for Khadia Expansion OCP (10 to 16 Mtpa, Peak-20 Mtpa) was considered. Wherein at point (iii) (a) it was resolved that in context of Eastern Stream, the proposed location of Krishnashila side CHP stream has been relocated to a position situated in the central haul road of Khadia OCP near to the coal face. Receiving pit is situated in the central haul road for further transportation by conveyor belt to proposed ground bunker located at wharfwall for loading of coal in railway wagon by Silo/Surge Bin located on old KBJ line. Capacity of this CHP has been proposed as 4 Mtpa with estimated capital expenditure of Rs. 237.44 Crores.
8. That the oversight committee headed by Justice SVS Rathore furnished its report before this Hon'ble Tribunal considering the submissions of Regional Officer as a truth and erred in holding that the environmental pollution caused by the NCL Khadia Project due to non-construction of





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the wharf wall is continuing and the health of the people living in the surrounding area continues to be adversely affected. The committee further stated that the attention of your Lordship is drawn towards stoppage of construction work of the wharf wall soon after the case was released by the Hon'ble NGT on 23.08.2021, its non-resumption till date even after repeated directions of the Oversight Committee and non-enforcement of environmental laws by the Regional Officer, Sonebhadra and the UPPCB headquarters against the polluters. The said report was sent through email dated 01.12.2022 without communicating it to the NCL and the same was treated as M.A No. 94/2022.

9. That it is also necessary to point out that the Northern Coalfield Ltd, Khadia Project had to carry out a study on "Scientific study for the air pollution impacts associated with the operationalization of Wharf-wall and pollution control/mitigation measures to minimize pollution load" by Indian Institute of Technology (Banaras Hindu University) as proposed by Regional Officer, UPPCB, Sonebhadra during the meeting held on 04.07.2021 in the chairmanship of SDM Dudhi and in the presence of NCL Management and Villagers to access as to whether the proposed pollution control measures will be suitable for controlling the pollution during operationalization of rail dispatch through Wharf wall. The study was carried out and final report dated 28.11.2021 was submitted with certain recommendations which are being adopted by NCL. A copy of the Final Report dated 28.11.2021 submitted by Dept. of Mining Engineering, IIT-BHU is annexed as ANNEXURE A-1.

10. That the U.P Pollution Control Board instead of pointing out the law and order situation which was within their knowledge has fastened the fault of non-resumption of construction of wharf wall on the Northern Coalfields

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Ltd despite of the fact that the villagers were causing hindrance even to the works awarded to ECR Railways regarding railway line and signaling etc which will be necessary for Operationalization of Rapid Loading System as well. If the appropriate measures to maintain law and order situation is not carried out by the State in such situation the installation of Rapid Loading System and other related works may also get affected.

11. That so, far the Over Burden dump is concerned, the Khadia Project has taken due preventive measures to mitigate dust pollution from the OB dump near the village by stopping the dumping activity towards the village side, plantation on over dump area and formation of retaining wall and rain at the toe of the OB dump. The report of the oversight committee dated 18.10.2021 also acknowledges that Khadia project has planted 50,000 sapling on OB dump in Financial Year 2021-2022, 82500 saplings on OB dump in Financial Year 2022-23, 33475 sapling on OB dump in Financial Year 2023-2024, 18175 saplings on OB dump in Financial Year 2024-25 and 7500 saplings on OB dump in Financial Year 2025-26.

12. That this Hon'ble Tribunal vide its order dated 13.02.2023 has recorded that " 1. Grievance in this application is against developing of a 'wharf wall' (platform for storing coal and **flyash**) and 'Overburden dump' (stack of mined coal, **mixed with fly ash**) by Northern Coalfield Limited, Kharia Project, Shakti Nagar, Sonebhadra, U.P., near railway residential area. On account of such activity, dust is generated, affecting the air quality and the health of the inhabitants. The activity falls in 'Red' category, having serious environmental impact.

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9. Accordingly, we hold the PP liable to pay compensation of Rs. 5 Cores which is 10% of the project cost for past violations, apart from liability to the remedy the situation within two months. The amount of compensation be deposited with the State PCB within two weeks which may be utilized for restoration of environment as per District Environment Plan, if necessary, associating the PP, District Magistrate and other stake holders."

The fact remains that 'fly ash' is not generated in the Coal mines rather coal power plant generates electricity by burning coal which creates a hazardous byproduct known as 'fly ash'.

13. That during open cast mining the overlying soil and the fragmented rock is removed and is heaped to form the Over Burden dump which is to be kept in a proper manner and as per the environmental norms. Over Burden (OB) dumping near the Nawatola village has already been stopped and plantation on OB is a continuing activity, retaining wall and drain has been constructed at the toe of the OB dump. The dump stability report prepared in October 2019 by Central Mine Planning and Design Institute Limited (CMPDIL) has been sent to UPPCB vide letter dated 24.01.2023. Every year, before onset of the monsoon, measures are taken for control of surface run-off.

14. That it is noteworthy to point out that in order to augment the need of rail transportation of coal, the NCL vide its Letter of Acceptance dated 08.01.2024 has awarded the work of "Planning, Design, Engineering, Construction, Fabrication, Erection, Supply, Installation, Trial run and commissioning of Coal Handling Plant of 4 MTPA consisting of all Civil, Structural, Electrical and Mechanical Works and all other accessories and facilities complete in all respects on turnkey basis and Operation and

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*Maintenance of plant for 5 years in Khadia OCP of NCL ” to M/s S.K.Samanta & Co. Pvt. Ltd for an amount of Rs. 272 Crores (approx) including GST.*

15. That in terms of clause 3 of Letter of Acceptance dated 08.01.2024, the joint inspection was carried out on 11.03.2024 and the site was handed over to M/s S.K.Samanta & Co. (P) Ltd. The date of commencement is to be reckoned from 17.03.2024 and the date of completion of construction of Coal Handling Plant is 16.03.2026. The contractor was requested to take-up the work observing all formalities as per LOA and commence the work only after submission of Performance Security.

16. That being aggrieved by the Order dated 13.02.2023 passed by this Hon'ble Tribunal, the Northern Coalfield Ltd was constrained to approach the Hon'ble Supreme Court by preferring Civil Appeal No. 1528/2023 wherein the Hon'ble Supreme Court vide its order dated 17.03.2023 stayed the operation of the order dated 13.02.2023 passed by this Hon'ble Tribunal. The Respondent No.2/ Ramesh Chandra Verma filed his statement of objection before the Hon'ble Supreme Court admitting that he alongwith local villagers were causing obstruction to the construction of wharfwall as the land belongs to East railway and for which they have preferred WRIT-C No. 2243 of 2023 before the Hon'ble High Court of Judicature at Allahabad.

17. That the Hon'ble Supreme Court finally vide order dated 19.04.2024 passed in Civil Appeal No. 1528/2023 allowed the appeal of the Northern Coalfields Ltd by setting aside the order of this Tribunal to the extent of imposition of Rs. 5 Crores as penalty.

  
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18. That MoEF&CC has sent the notice dated 14.01.2025 to Northern Coal Fields Limited (NCL) pointing out as many as 25 non-compliance, which are mentioned in the notice. In reply to which the NCL vide its letter dated 14.02.2025 furnished detailed submission of clarification/Action Taken Report.
19. That during course of hearing on 10.10.2025, the Learned Counsel for MoEF&CC referring to the report dated 13.05.2025 submitted before this Hon'ble Tribunal that out of 25 conditions, 04 are still non-complied, 07 are partially complied, 12 are fully complied and in respect of 02 assurance has been given for compliance. So MoEF&CC prayed that matter is under review and sought six weeks' time.
20. That vide email dated 12.12.2025, the Ministry of Environment, Forest & Climate Change (MoEF&CC) granted personal hearing to the Northern Coalfields Ltd under the Chairmanship of Shri Rajat Agarwal, Joint Secretary, MoEF&CC on 26.12.2025 at 15.00 hrs to review issues related to the non-compliance of Environmental Clearance (EC) conditions concerning the project titled "Expansion of Khadia Opencast Coal Mining Project for increase in production capacity from 14 MTPA to 15 MTPA ". A Copy of MoEF&CC email dated 12.12.2025 is annexed herewith and marked as ANNEXURE A-2.
21. That in compliance of the email dated 12.12.2025 the officers of the Northern Coalfields Ltd appeared before the Ministry of Environment, Forest and Climate Change on 26.12.2025 and explained the compliance. The MoEF&CC in its hearing concluded that the Project Proponent has

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complied with the directions. The MoEF&CC further directed the NCL to improve the green belt development with a further direction that the Project Proponent shall continue to ensure all efforts towards achieving compliance of EC conditions. A Copy of the MoEF&CC Proceedings dated 26.12.2025 is annexed herewith and marked as ANNEXURE A-3.

22. That during the hearing it was noted that the construction of the parking area with blacktopping or cement concreting was not completed by September, 2025. Therefore, directed the NCL that in order to effectively control road dust, the parking area shall be blacktopped or cement concreted, as deployment of mist guns and water sprinkling alone is not sufficient to control dust emissions from the parking area. In this regard it is humbly submitted that the NCL has already floated tender dated 04.12.2025 for making CC road and pavement near overhead tank along NH 39 for entry and parking of trucks in Khadia Project. A Copy of the Notice Inviting Tender dated 04.12.2025 issued by NCL is annexed herewith and marked as ANNEXURE A-4.

23. That the Northern Coalfields Ltd is taking appropriate remedial action, in accordance with Statutory provisions for prevention, control and abatement of environmental pollution/degradation and for protection and improvement of environment.

24. That I say that the Annexure R-1 to R-4 annexed along with the present Affidavit are true copy of its respective original.

  
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25. I say that averments of facts stated herein above are true to my knowledge, no part of it is false and has been derived from the official records and nothing material has been concealed therein.

DEPONENT  
9/1/26

**VERIFICATION**

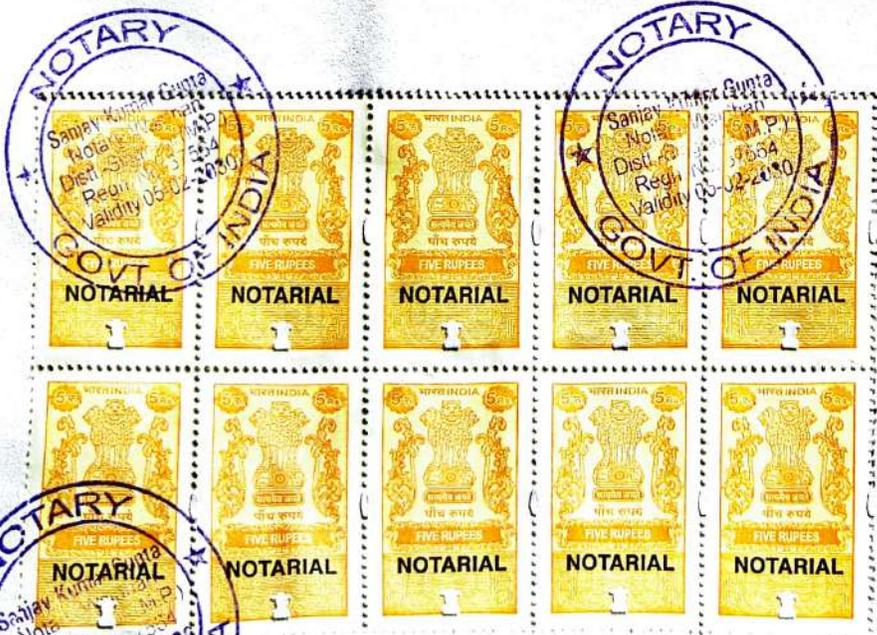
I, above named deponent mentioned above do hereby most solemnly affirm and verify that what is stated in the above affidavit is true to my knowledge and I believe the same to be true as per the official records of Northern Coalfield Ltd.

Slg. of Deponent  
Executant

Verified at \_\_\_\_\_ on this \_\_\_\_\_ day of January, 2025.

Slg. of Deponent  
Executant

DEPONENT  
9/1/26



NOTARIAL  
Stamp Rs. 50.00  
Affixed

09/01/26  
**IDENTIFIED BY**  
Vedant Dwivedi

09.01.26  
Sanjay Kumar Gupta  
Advocate & Notary  
Govt. of India (भारत सरकार)  
Waidhan, Dist.-Singrauli (M.P.)





Report on

**Scientific study of the Air Pollution Impacts associated  
with operationalisation of Wharfwall and Pollution  
Control/Mitigational Measures to Minimise the Pollution  
Load**

By

**Dr. Tarun Verma**



Department of Mining Engineering

**Indian Institute of Technology**

**(Banaras Hindu University), Varanasi 221005**

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## Executive Summary

A mathematical model (Gaussian Dispersion Model) is used to predict the concentration of different air pollutants at the different locations after the operationalisation of wharfwall where measurement has also been done to find out the scenario before the operationalisation of the wharfwall. AERMOD View 8.5 software is used to predict the concentrations of the air pollutants. Based on the scientific study following conclusions and recommendations have been made:

### A. Conclusions

As per the study carried out for different locations near and in the vicinity of wharfwall following conclusions can be drawn:

- (i) Figure 7 shows that the average measured concentrations of  $PM_{2.5}$ ,  $PM_{10}$  and TSP are 49.41, 213.2 and 272.45 respectively in microgram/ $m^3$  without wharfwall at location 1 whereas predicted concentrations of  $PM_{2.5}$ ,  $PM_{10}$  and TSP are 180.25, 210.78 and 220.48 respectively in microgram/ $m^3$  after the operationalisation of wharfwall without considering any pollution control measure. The location 1 (in the local village) is very near to the wharfwall construction site (nearly 50 m) so there will be an increase in pollution level of  $PM_{2.5}$  at the location 1.
- (ii) Figure 8 shows that the average measured concentrations of  $PM_{2.5}$ ,  $PM_{10}$  and TSP are 56.1, 500.59 and 737.04 respectively in microgram/ $m^3$  without wharfwall at location 2 whereas predicted concentrations of  $PM_{2.5}$ ,  $PM_{10}$  and TSP are 83.17, 78.33 and 89.56 respectively in microgram/ $m^3$  after the operationalisation of wharfwall without considering any pollution control measure. The location 2 (in the local village) is away from the wharfwall construction site (nearly 150 m) so there is a decrease due to easterly wind direction in the overall pollution level at the location 2. Measured concentrations are high in comparison to the predicted concentrations because location 2 is very near to the Shaktinagar road. The transportation of the coal from the mine to the power plants might be causing more air pollution in the road vicinity.
- (iii) Figure 9 shows that the average measured concentrations of  $PM_{2.5}$ ,  $PM_{10}$  and TSP are 57.69, 437.6 and 581.53 respectively in microgram/ $m^3$  without wharfwall at location 3 whereas predicted concentrations of

PM<sub>2.5</sub>, PM<sub>10</sub> and TSP are 93.49, 96.28 and 102.51 respectively in microgram/m<sup>3</sup> after the operationalisation of wharfwall without considering any pollution control measure. The location 3 (in the local village) is away from the wharfwall construction site (nearly 250 m) so there is a decrease due to easterly wind direction in the overall pollution level at the location 3. Measured concentrations are high in comparison to the predicted concentrations because location 3 is very near to the Shaktinagar road. The transportation of the coal from the mine to the power plants might be responsible for high air pollution in the road vicinity.

- (iv) Figure 10 shows that the average measured concentrations of PM<sub>2.5</sub>, PM<sub>10</sub> and TSP are 32.83, 164.23 and 239.4 respectively in microgram/m<sup>3</sup> without wharfwall at location 4 whereas predicted concentrations of PM<sub>2.5</sub>, PM<sub>10</sub> and TSP are 188.11, 230.41 and 243.32 respectively in microgram/m<sup>3</sup> after the operationalisation of wharfwall without considering any pollution control measure. The location 4 (in the mine) is very near to the wharfwall construction site (nearly 10 m) so there will be an increase in the overall pollution level at the location 4.
- (v) Figure 11 shows that the average measured concentrations of PM<sub>2.5</sub>, PM<sub>10</sub> and TSP are 36.8, 236.06 and 358.11 respectively in microgram/m<sup>3</sup> without wharfwall at location 5 whereas predicted concentrations of PM<sub>2.5</sub>, PM<sub>10</sub> and TSP are 188.26, 230.44 and 244.5 respectively in microgram/m<sup>3</sup> after the operationalisation of wharfwall without considering any pollution control measure. The location 5 (in the mine) is very near to the wharfwall construction site (nearly 10 m) so there will be an increase in the overall pollution level at the location 5.
- (vi) As per the wind-rose diagram shown in the Fig. 1 for one year, the predominant wind direction is South-East. It may be concluded that the pollution level will increase in the North-west direction after the construction of the wharfwall. The local village is on the south-east side of the mine, so the chances of increase in the pollution level due to operationalisation of the wharfwall are minimal as per the predominant wind direction.
- (vii) As per the Fig. 2, a dump is located at the north side of the wharfwall whereas the predominant wind direction is North-west. Considering the

distance of the toe of the dump from village is about 130-155 m as per the mine plan and predominant wind direction, the chances of recirculation of the air pollutants are minimal towards the village/settlement.

## **B. Recommendations**

The following are the recommendations based on the analysis of data and conclusions:

- (i) A curtain wall must be made along the length of wharfwall of 800 m towards the local village. The height of the curtain wall should be at least 5 m so that at the time of wagon loading, the dust can be arrested with in the mining area.
- (ii) A fixed water sprinkler system should be developed along the length of the wharfwall so that at the time of loading and unloading of coal, it can suppress the dust quickly.
- (iii) Some mobile water sprinkler system should also be made available at the time of loading and unloading as per the need if required.
- (iv) Fixed fog canon must also be deployed in the vicinity of the wharfwall to efficiently suppress the dust during the operation of wharfwall. It is the most effective way to reduce the air pollution level in the concerned area.
- (v) After implementing all the above-mentioned pollution control measures, the concentration levels of  $PM_{2.5}$ ,  $PM_{10}$  and TSP may come down within permissible limits.

The NCL, Kharia Project management entrusted Department of Mining Engineering, IIT (BHU) Varanasi vide its office letter No. NCL/KHD/GM/M/Env/Wharfwall/21-22/3053 dated 31.08.2021 to Scientific study of the Air Pollution Impacts associated with operationalisation of Wharfwall and Pollution Control/Mitigational Measures to Minimise the Pollution Load. The scope of work of this project comprised of the following:

- (a) Collection of air samples at wharfwall site and nearby habitation so as to ascertain pre-wharf wall level or air pollution (Samples may also be collected at other sites depending as per methodology of the proposal).
- (b) Study of Air impact in terms of increase in Suspended Particular Matter (SPM), Respirable particulate Matter (RPM), PM<sub>2.5</sub> level etc. In ambience of nearby habitations due to emission/release of SPM, RPM, PM<sub>2.5</sub> etc. due to activities during operationalization of Wharfwall like (1) unloading of coal through tippers / dumpers at wharfwall Platform, (2) Loading of stored coal into railway wagons with the help of pay loaders (3) Dispatch of Coal through railway wagons (4) Movement of vehicles / Heavy Earth Moving Machinery (HEMM) at and around wharfwall platform.
- (c) To suggest Air Pollution Control / Mitigating measures to be adopted with an aim to zero negative impact on nearby habitation.
- (d) Preparation and submission of report

# **Scientific study of the Air Pollution Impacts associated with operationalisation of Wharfwall and Pollution Control/Mitigational Measures to Minimise the Pollution Load**

## **1.0 Introduction**

The Khadia area is having present production capacity of 14 Million Tonne per Annum (MTPA) as per Environment Clearance and is equipped with coal handling plants of 04 MTPA and 06 MTPA , through which coal is being dispatched through Merry -Go -Round System, a derivative of rail dispatch.

In order to further strengthen its coal dispatch capacity through rail mode, Khadia Area of NCL is constructing a Wharfwall of 04 MTPA . At the Wharfwall, the associated activities are:- (1) Unloading of Coal through tippers/dumpers at Wharfwall platform, (2) Loading of stored coal wagons with the help of payloaders (3) Dispatch of Coal through these railway wagons (4) Movement of Vehicles / Heavy Earth Moving Machineries (HEMM) at and around Wharfwall area.

However, during the course of its construction, the work has been hindered by nearby local villagers citing the apprehension of increased pollution level due to operation of Wharfwall.

Now, in order to address the apprehensions of local villagers regarding increase in pollution level, Khadia Area needs to conduct a scientific study of assessment of impact of the operations of this wharfwall so that suitable mitigating measures for pollution control can be taken.

In view of the above, The NCL, Kharia Project management entrusted Department of Mining Engineering, IIT (BHU) Varanasi vide its office letter No. NCL/KHD/GM/M/Env/Wharfwall/21-22/3053 dated 31.08.2021 to Scientific study of the Air Pollution Impacts associated with operationalisation of Wharfwall and Pollution Control/Mitigational Measures to Minimise the Pollution Load.

## 2.0 Scope of Work

The scope of work of this project comprised of the following:

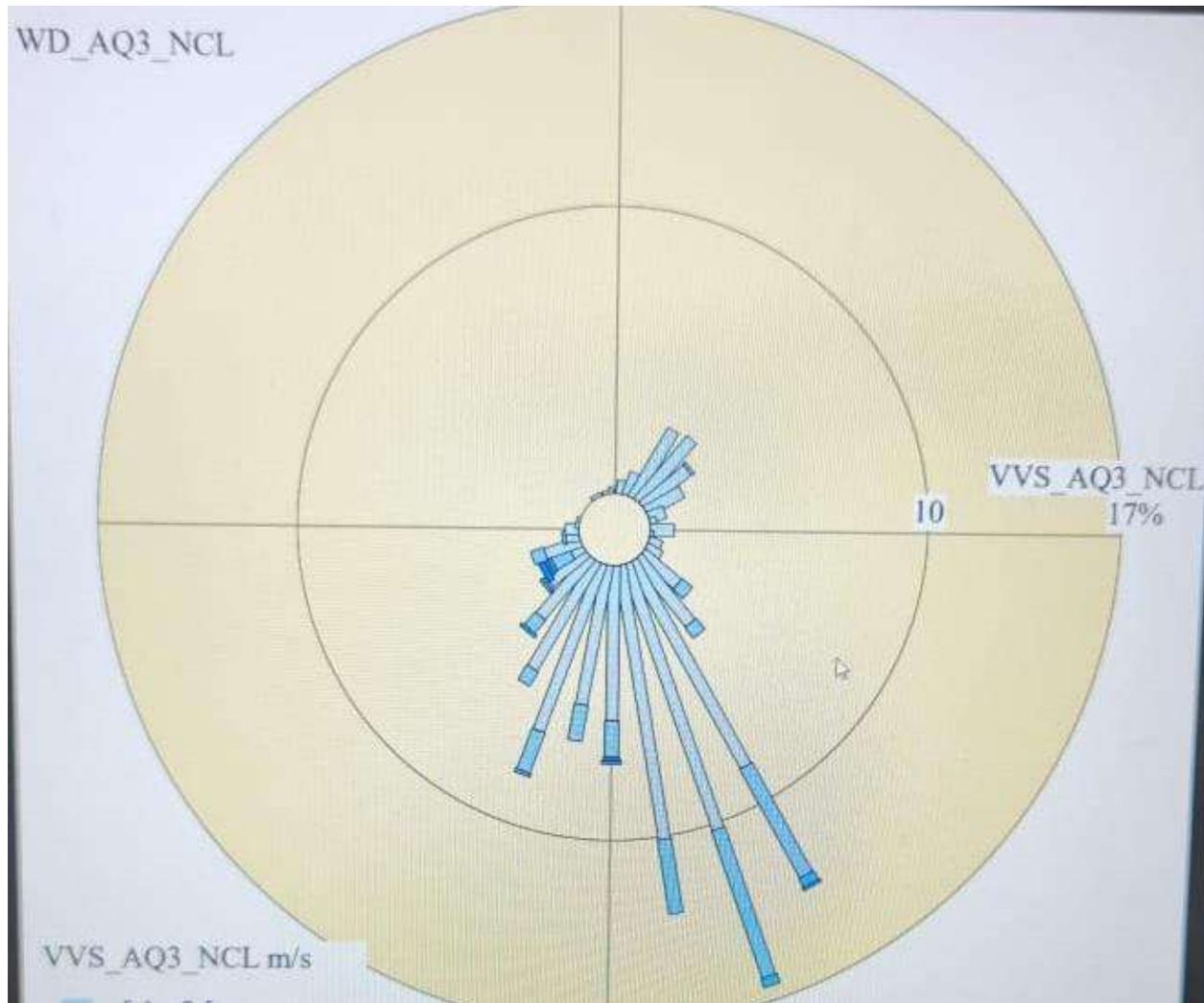
- (a) Collection of air samples at wharfwall site and nearby habitation so as to ascertain pre-wharf wall level or air pollution (Samples may also be collected at other sites depending as per methodology of the proposal).
- (b) Study of Air impact in terms of increase in Suspended Particular Matter (SPM), Respirable particulate Matter (RPM), PM<sub>2.5</sub> level etc. In ambience of nearby habitations due to emission/release of SPM, RPM, PM<sub>2.5</sub> etc. due to activities during operationalization of Wharfwall like (1) unloading of coal through tippers / dumpers at wharfwall Platform, (2) Loading of stored coal into railway wagons with the help of pay loaders (3) Dispatch of Coal through railway wagons (4) Movement of vehicles / Heavy Earth Moving Machinery (HEMM) at and around wharfwall platform.
- (c) To suggest Air Pollution Control / Mitigating measures to be adopted with an aim to zero negative impact on nearby habitation.
- (d) Preparation and submission of report.

## 3.0 Field Visit

Field visit has been conducted in the month of September 2021 to understand problem. The team of IIT (BHU), Varanasi has interacted with the mine administration and local villagers. The issues raised by the local villagers regarding the increase in the pollution level were heard by the team and it has been ensured by the team that most of the air samples location would be made in their locality to address the issues. The present report is based on the data compiled from these projects. The report was prepared based on the air samples collected and the numerical simulation done on the AERMOD software.

#### 4.0 Data Collection

The figure 1 shows the Wind - rose diagram of the Khadia Project using CAAQMS, Khadia data which shows the predominant wind is blowing from South-East towards the North-West.



**Figure1: Wind-rose diagram of Khadia Project**

Based on the wind-rose diagram and in consultation with the mine administration and local villagers, five locations were selected to observe the concentrations of the Total Suspended Particles,  $PM_{10}$  and  $PM_{2.5}$  using handheld Aerosol Monitor. The

location of the air sample locations in Google Earth imagery with the proposed Wharfwall location is shown in figure 2.



**Figure 2: Location of the Air samples Collection points, proposed Wharfwall and predominant wind direction of Khadia Project**

Location 1, 2 and 3 are in the local village whereas location 4 and 5 are inside the mine, near the wharfwall. Location 1 and 2 are in the vicinity of the local village whereas location 3 is although in the local village but it is also near the main transport road from the coal is dispatched through tippers and other transportation machineries.

Table 1 to 5 show the samples collected using Handheld Aerosol Sampler at these locations:

**Table 1: Sampling data of Handheld Aerosol Sampler in  $\mu\text{g}/\text{m}^3$  at Location 1 (Lat=24.119457 degree, Long = 82.725756 degree)**

S. No.	DATE	Time	PM2.5	PM10	TSP
1	10.09.2021	11:15 AM	38.6	85.9	100.4
2	10.09.2021	04:45 PM	40.3	79.3	95.4
3	11.09.2021	11:05 AM	95	190.9	220.9
4	11.09.2021	04:41 PM	40.3	159.9	199.8
5	12.09.2021	10:59 AM	27.4	243.1	340.1
6	12.09.2021	04:43 PM	38.3	162.2	197.7
7	13.09.2021	11:22 AM	38.7	140.4	179.3
8	13.09.2021	04:40 PM	104.8	744.4	914
9	14.09.2021	10:14 AM	36.5	210.2	278.4
10	14.09.2021	04:15 PM	34.2	115.7	198.5

**Table 2: Sampling data of Handheld Aerosol Sampler in  $\mu\text{g}/\text{m}^3$  at Location 2 (Lat = 24.118622 degree, Long =82.726412 degree)**

S. No.	DATE	Time	PM2.5	PM10	TSP
1	10.09.2021	11: 30 AM	44.5	336.4	736.5
2	10.09.2021	04:40 PM	59.2	682.3	984.1
3	11.09.2021	11:16 AM	90.6	624.1	844.3
4	11.09.2021	05:09 PM	121.6	603.7	728.5
5	12.09.2021	11:05 AM	52.1	636.3	875.7
6	12.09.2021	04:50 PM	22.1	178.2	260.3
7	13.09.2021	11:26 AM	38.4	513.1	733.9
8	13.09.2021	04:55 PM	61.5	744.6	994.7
9	14.09.2021	10:18 AM	38.6	486.5	704.5
10	14.09.2021	04:20 PM	32.4	200.7	507.9

**Table 3: Sampling data of Handheld Aerosol Sampler in  $\mu\text{g}/\text{m}^3$  at Location 3 (Lat = 24.118701 degree, Long = 82.728039 degree)**

S. No.	DATE	Time	PM2.5	PM10	TSP
1	10.09.2021	11:40 AM	78.6	600.6	829.4
2	10.09.2021	04:30 PM	71.9	541.9	751.6
3	11.09.2021	11:22 AM	89.5	645.9	880.8
4	11.09.2021	05:16 PM	85.9	605.5	757.1
5	12.09.2021	11:11 AM	56.4	643.8	801.6
6	12.09.2021	05:01 PM	38.8	196.2	288.3
7	13.09.2021	11:41 AM	24.3	115.1	157.8
8	13.09.2021	05:01 PM	83.8	776.8	986.6
9	14.09.2021	10:24 AM	23.5	132.4	192.6
10	14.09.2021	04:25 PM	24.2	117.8	169.5

**Table 4: Sampling data of Handheld Aerosol Sampler in  $\mu\text{g}/\text{m}^3$  at Location 4 (Lat = 24.1203299 degree, Long = 82.725737 degree)**

S. No.	DATE	Time	PM2.5	PM10	TSP
1	10.09.2021	12:37 PM	50.9	292.9	473.8
2	10.09.2021	04:50 PM	36.2	192.5	296.3
3	11.09.2021	10:59 AM	72.1	141.5	164.2
4	11.09.2021	04:34 PM	37.7	167.1	217.6
5	12.09.2021	10:54 AM	17	172.7	245.4
6	12.09.2021	04:36 PM	19.1	121.8	180.6
7	13.09.2021	11:14 AM	18.1	87.8	125.5
8	13.09.2021	04:44 PM	26	162.1	219.2
9	14.09.2021	10:09 AM	30.8	185	267.6
10	14.09.2021	04:43 PM	20.4	118.9	203.8

**Table 5: Sampling data of Handheld Aerosol Sampler in  $\mu\text{g}/\text{m}^3$  at Location 5 (Lat = 24.1198497 degree, Long = 82.7267486 degree)**

S. No.	DATE	Time	PM2.5	PM10	TSP
1	10.09.2021	12:45 PM	51	166.9	236.3
2	10.09.2021	04:55 PM	40.1	318.8	511.9
3	11.09.2021	10:53 AM	77.4	150.8	174.7
4	11.09.2021	04:28 PM	41.4	220.6	313.8
5	12.09.2021	10:50 AM	26	372.7	587.9
6	12.09.2021	04:37 PM	38.1	578.2	891.6
7	13.09.2021	11:40 AM	21.6	145.7	214
8	13.09.2021	04:41 PM	23.8	103.9	124.9
9	14.09.2021	10:05 AM	28.2	185.9	319.6
10	14.09.2021	04:50 PM	20.4	117.1	206.4

### **5.0 Prediction of the concentrations of TSP, PM<sub>10</sub> and PM<sub>2.5</sub> after creating Wharfwall**

As per the discussion with mine administration a Wharfwall of length 800 m, width 40 m and 1.3 m height is proposed as mentioned in the figure no. 2. The mine administration has also proposed to create a curtain wall of 5 m height along the railway track to restrict the movement of air pollutants towards the local village.

The dust dispersal prediction/simulation from the Wharfwall requires a certain procedure to be followed. The base map of the mine along with the nearby surrounding area, which can be polluted from the mining activities, is a prime requirement of the simulation. This can be provided in local coordinate system or global coordinate system.

The mining activity involves with the Wharfwall that can contribute directly or indirectly to the problem of air pollution is to be identified. Secondly, information about the potential dust sources is to be provided. This information includes sources strength, source dimension, type of source and source dimension.

In the next step of simulation, one has to provide location of the receptor, where concentration of the air pollutant is to be predicted or calculated. It may be provided in the form of grid or discrete point depending on the requirement. This is required to predict the concentration of an air pollutant at a particular location or contours of concentration in the area provided as base map to be influenced by mining activities.

Surface meteorological data, which are collected from the field or observed from a station cannot be directly used in AERMOD. These are required to be pre-processed in any model. AERMET is a pre-processor which come with the AERMOD and generates the file which can be used in the AERMOD as input for the meteorological data. AERMET processor was used to develop two types of input files for AERMOD.

Surface file (\*.SFC): It contains hourly estimates of boundary layer parameters which are derived from the surface meteorological parameters.

Profile file (\*.PFL): It contains multiple level observations of wind speed, wind direction, temperature and standard deviation of the fluctuating wind components.

Meteorological parameters are another set of data required for simulation of dust dispersal from an area or mine. There are two type of meteorological data required for simulation: Surface meteorological data and Upper air meteorological data. Opaque cloud cover, dry bulb temperature, wind direction and wind speed are the four important surface meteorological data required for simulation also termed as Primary surface meteorological data. The surface meteorological data, other than primary surface meteorological data are also required for simulation. However, secondary meteorological data can be estimated with the help of primary surface meteorological data. It is always advisable to use measured secondary surface meteorological data for better accuracy. All parameters of upper air meteorological

data is required for simulation. These should be collected from a nearby weather station.

Digital elevation model (DEM) of the area is also required for simulation. DEM is a model or set of data contains the terrain contours of the area considered for simulation. This can be provided initially along with the base map or separately by a pre-processor provided in the model. Simulation process predicts dust dispersal with good accuracy, if the elevation of all the discrete points falling in the base map area will be provided as a digital elevation model.

### 5.1 Equation used for the dust source (Wharfwall) characterisation

The wharfwall is considered as a source of coal handling plant where the dust pollution may come from any of the following activities:

- (1) Unloading of coal through tippers / dumpers at wharfwall Platform,
- (2) Loading of stored coal into railway wagons with the help of pay loaders
- (3) Dispatch of Coal through railway wagons
- (4) Movement of vehicles / Heavy Earth Moving Machinery (HEMM) at and around wharfwall platform.

Considering all the above mentioned characteristics of the wharfwall due to its operationalization, the following equation is used to find the emission factor (Chakraborty et al., 2002):

$$E = \left[ \left\{ \frac{(100-m)}{m} \right\}^{0.4} \left\{ \frac{a^2 s}{(100-s)} \right\}^{0.3} \left\{ \frac{u}{(160+3.7u)} \right\} \right] \text{-----Eq. (1)}$$

Where

m = Moisture content (%)

s = Silt content (%)

u = Wind speed (m/s)

a = Area (km<sup>2</sup>)

E = Emission rate (g/sec-m<sup>2</sup>)

As per the CIMFR reports CIMFR/DHN/TPS/LD/SEP/21-22/16034-A and CIMFR/DHN/TPS/LD/APR/21-22/5489, the average value of 'm' and 's' are considered as 15 and 25 respectively. Whereas as per the surface meteorological data collected from CAAQMS, Khadia, the average value of 'u' is taken as 0.708 m/s. The area 'a' is calculated as 0.032 km<sup>2</sup> as per the dimension of wharfwall.

After putting all the above mentioned values in equation no. 1, the emission factor is derived as  $7.94547 \times 10^{-4}$  g/sec-m<sup>2</sup>.

## 5.2 Meteorological parameters

There are two different kind of meteorological parameters considered to predict the concentration of air pollutants.

### 5.2.1 Surface meteorological parameters

There are several meteorological parameters which are required as input in AERMOD to provide environmental conditions for the prediction of concentration of air pollutants. The concentrations of air pollutants are predicted for period 01/09/2021 to 14/09/2021. This period is considered because the collection of air samples has been done from 10/09/2021 to 14/09/2021 using hand held aerosol sampler.

The surface meteorological data has been collected from CAAQMS, Khadia for the above mentioned period. The meteorological parameters used for simulation are summaries in Table 6.

**Table 6: List of Surface Meteorological Parameters considered for simulation with their unit**

Meteorological Parameters	Unit
Opaque Cloud Cover	Tenths
Dry Bulb Temperature	Degree Celsius(°C)
Relative Humidity	Percentage (%)
Station Pressure	Millibars (mb)

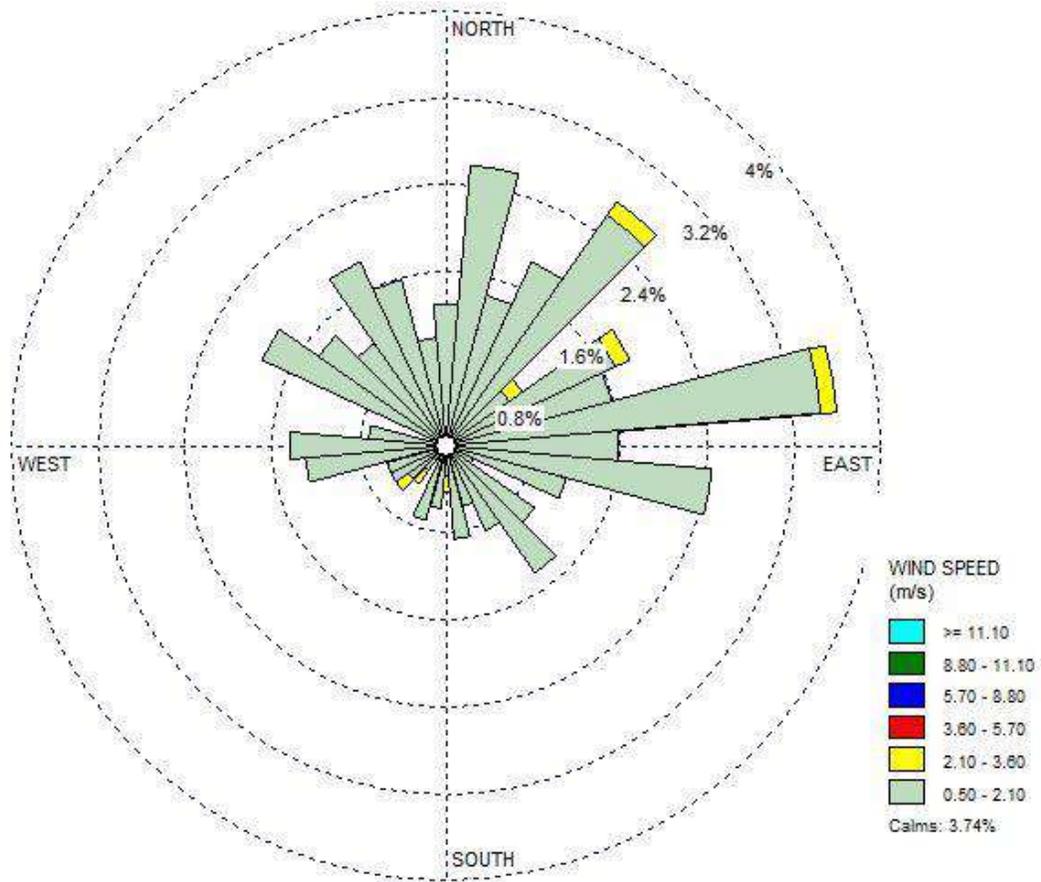
Wind Direction	Degree (°)
Wind Speed	Metre per second(m/s)
Ceiling Height	Metre(m)
Hourly Precipitation Amount	Hundredths of inches
Global Horizontal Radiation	Watt-hour per square metre (Wh/m <sup>2</sup> )

These parameters have been collocated on hourly basis from 01/09/2021 to 14/09/2021. The total data consisted of 336 hours altogether.

### 5.2.2 Upper air meteorological parameters

Upper air data is necessarily required to calculate the mixing height of the air pollutant. Mixing height is the altitude above the surface where air pollutant will mix with the upper atmosphere with in troposphere. It is calculated using surface and upper air meteorological parameters. These air pollutants disperse very widely in a given region after getting mixed with upper atmosphere. The surface meteorological data were further processed along with the upper air mixing data. Upper air mixing data of the Sonbhadra district are taken from Radiosonde Dataset of Earth System Research Laboratory (ESRL), National Oceanic and Atmospheric Administration (NOAA) from 01/09/2021 to 14/09/2021.

Wind rose diagram generated from AERMET for above mentioned period has been shown in the Figure 3. The diagrams clearly shows that predominant wind direction is near to easterly for this short period where prediction are done for air pollutants due to operationalization of Wharfwall. The total calm period for wind velocity was 3.74 %.



**Figure 3: Wind - rose diagram of Khadia for the period 01/09/2021 to 14/09/2021**

### 5.2.3 Development of Digital Elevation Model (DEM)

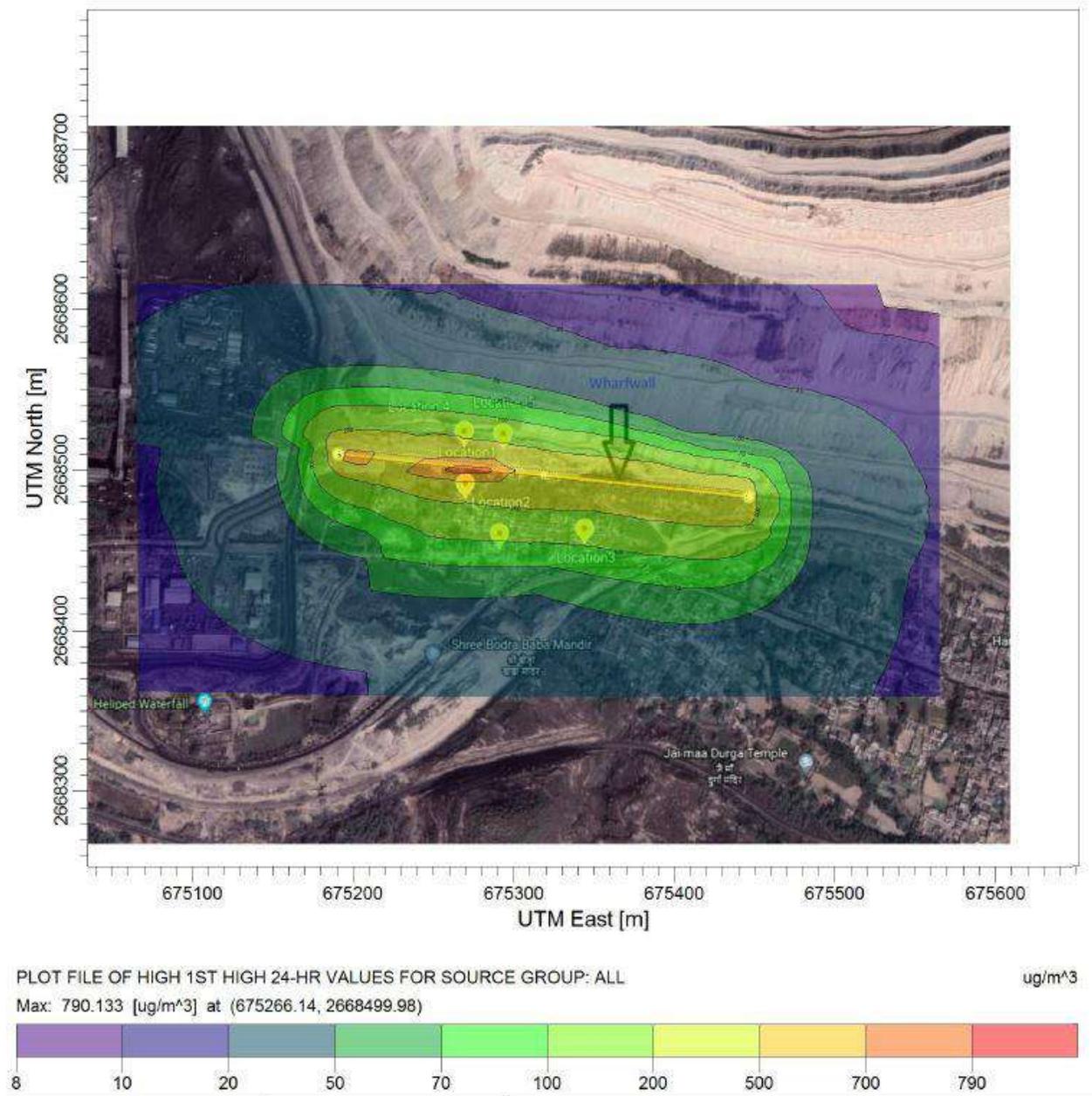
Digital elevation data or terrain data is another input required in for simulation. An imagery of the mining area has been taken from United States Geological Survey (USGS) for the preparation of DEM. The resolution is limited to 1 m for this imagery. The latitude and longitude have been determined considering the area covered in the study.

The terrain data were uploaded in the model over the base map. AERMAP, which is a pre-processor in the model, was run to develop the digital elevation model of the selected area of the study. Elevation of dust sources and receptors have been calculated based on digital elevation model.

#### **5.2.4 Prediction of concentration of TSP, PM<sub>10</sub> and PM<sub>2.5</sub> using AERMOD at receptors**

The concentration levels of TSP, PM<sub>10</sub> and PM<sub>2.5</sub> have been predicted at all five location of receptors on daily basis for the period 01/09/2021 to 14/09/2021. These predictions are made averaging 24 predictions on hourly basis for daily average period. Similarly, predictions are also made at other receptors to show the contours of the air pollutants.

The daily predicted contours of TSP, PM<sub>10</sub> and PM<sub>2.5</sub> concentration for the period 01/09/2021 to 14/09/2021 have been shown through figures 4, 5 & 6 respectively.



**Figure 4: 1st Highest predicted concentration level of TSP for daily averaging time period**

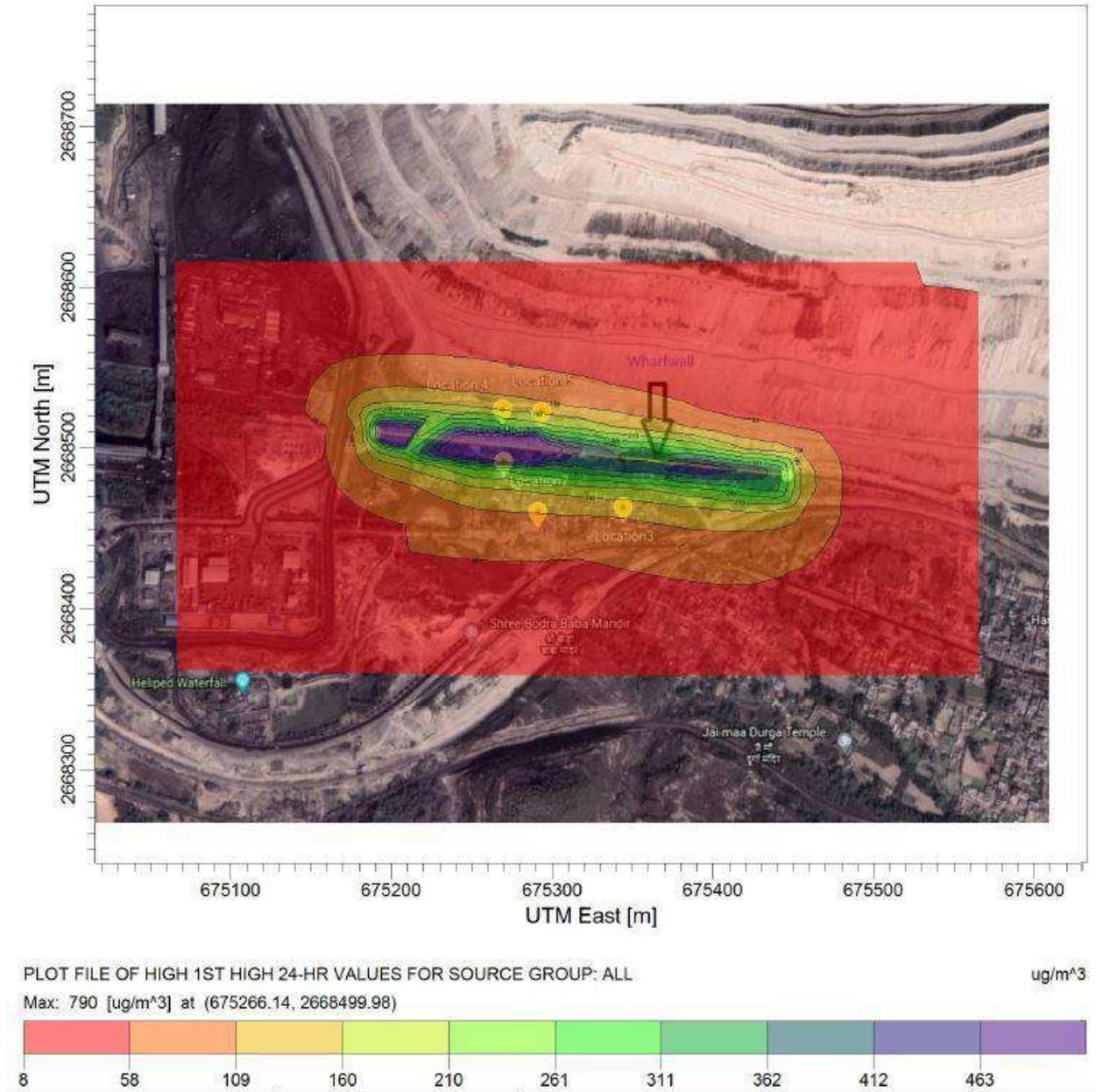
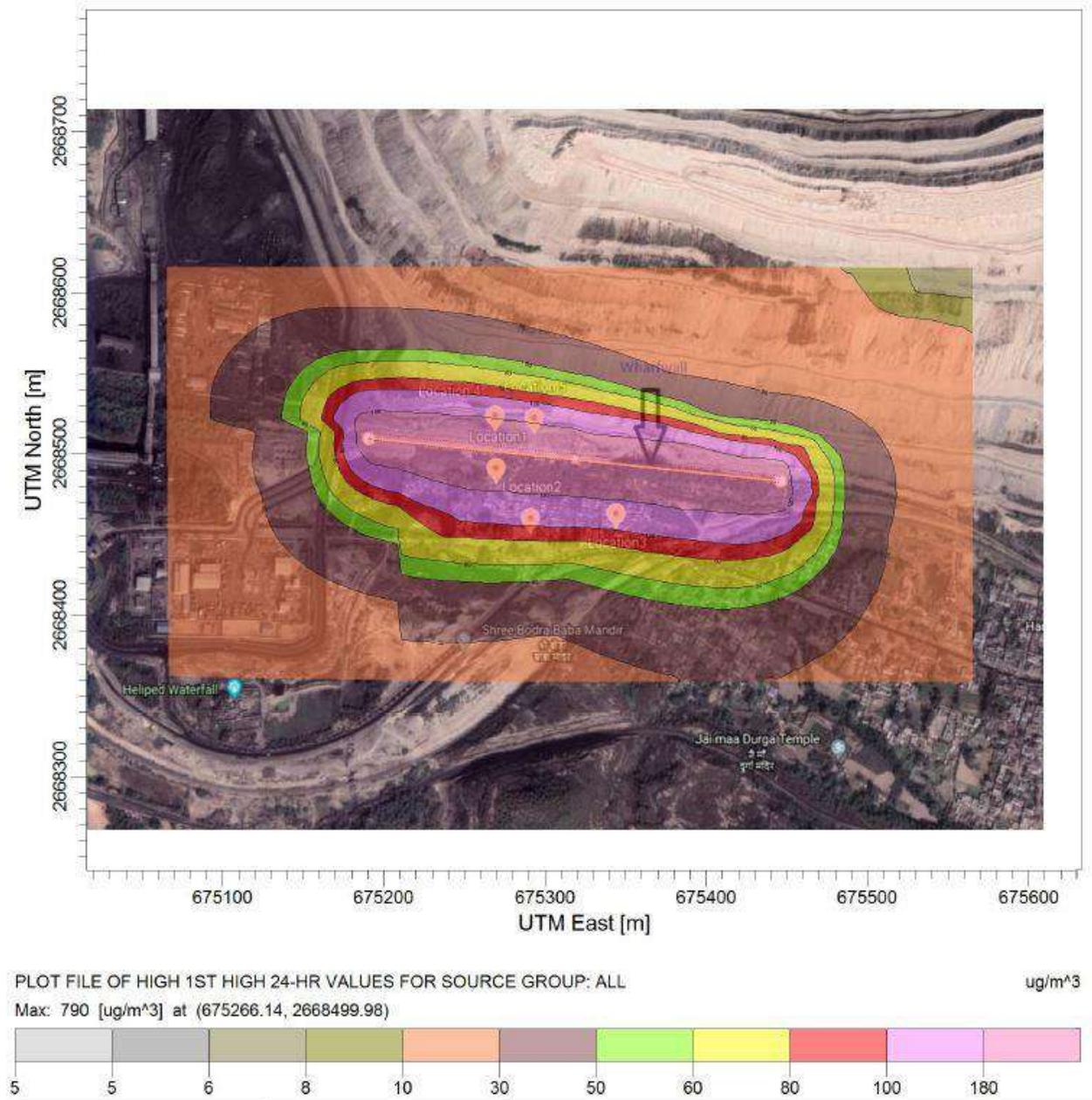


Figure 5: 1st Highest predicted concentration level of PM<sub>10</sub> for daily averaging time period



**Figure 6: 1st Highest predicted concentration level of PM<sub>2.5</sub> for daily averaging time period**

Table 7, 8 and 9 shows the predicted 1<sup>st</sup> highest concentrations of TSP, PM<sub>10</sub> and PM<sub>2.5</sub> after the operationalisation of the wharfwall at the same location where the air samples are collected from 10/04/2021 to 14/04/2021 to compare the measured values and predicted values.

**Table 7: Predicted 1<sup>st</sup> highest concentrations of TSP after the operationalisation of the wharfwall at the receptor locations**

Receptor Name	TSP concentration in microgram/m <sup>3</sup>
Location 1	220.48
Location 2	89.56
Location 3	102.51
Location 4	243.32
Location 5	244.50

**Table 8: Predicted 1<sup>st</sup> highest concentrations of PM<sub>10</sub> after the operationalisation of the wharfwall at the receptor locations**

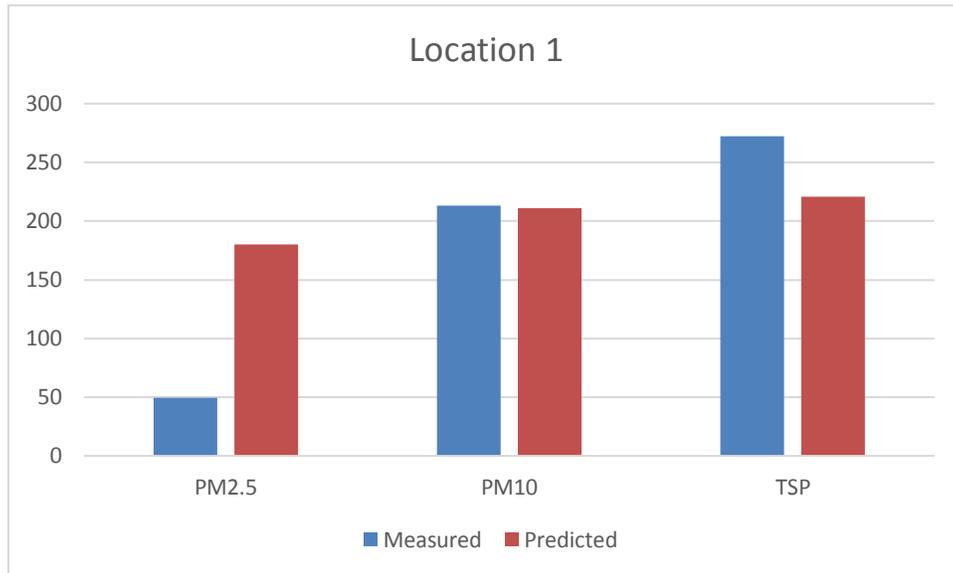
Receptor Name	PM <sub>10</sub> concentration in microgram/m <sup>3</sup>
Location 1	210.78
Location 2	78.33
Location 3	96.28
Location 4	230.41
Location 5	230.44

**Table 9: Predicted 1<sup>st</sup> highest concentrations of PM<sub>2.5</sub> after the operationalisation of the wharfwall at the receptor locations**

Receptor Name	PM <sub>2.5</sub> concentration in microgram/m <sup>3</sup>
Location 1	180.25
Location 2	83.17
Location 3	93.49
Location 4	188.11
Location 5	188.26

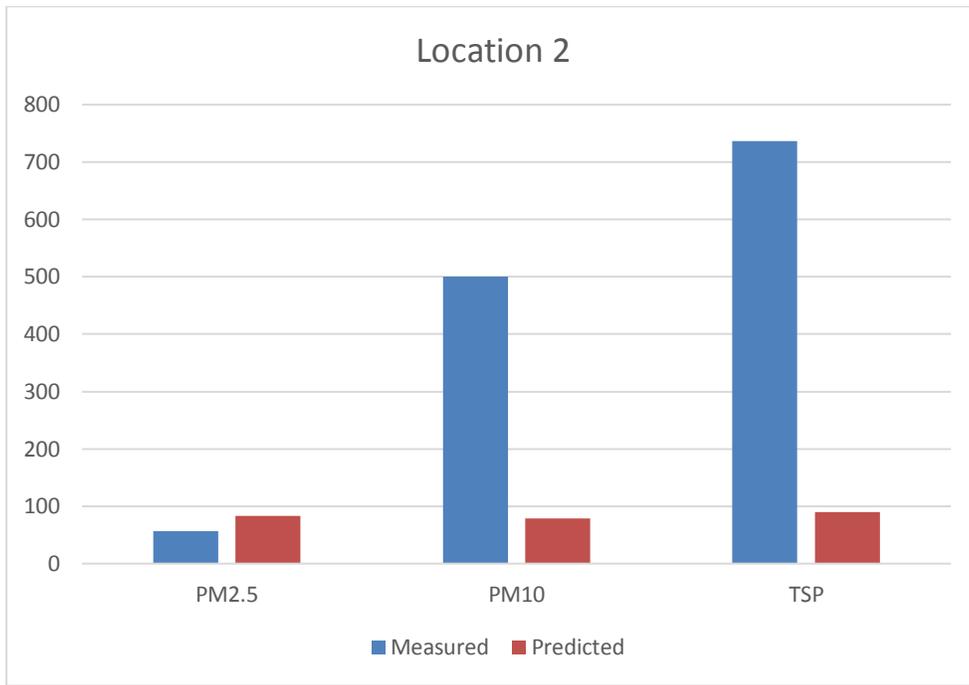
## 6.0 Analysis of Data

The Bar chart is plotted for the location 1 using the data measured for different air pollutants as per Table 1 and predicted concentrations of the same mentioned in Table 7, 8 and 9. The average of measured 10 concentrations is considered from Table 1 for the Bar-chart representation as in Fig. 7.



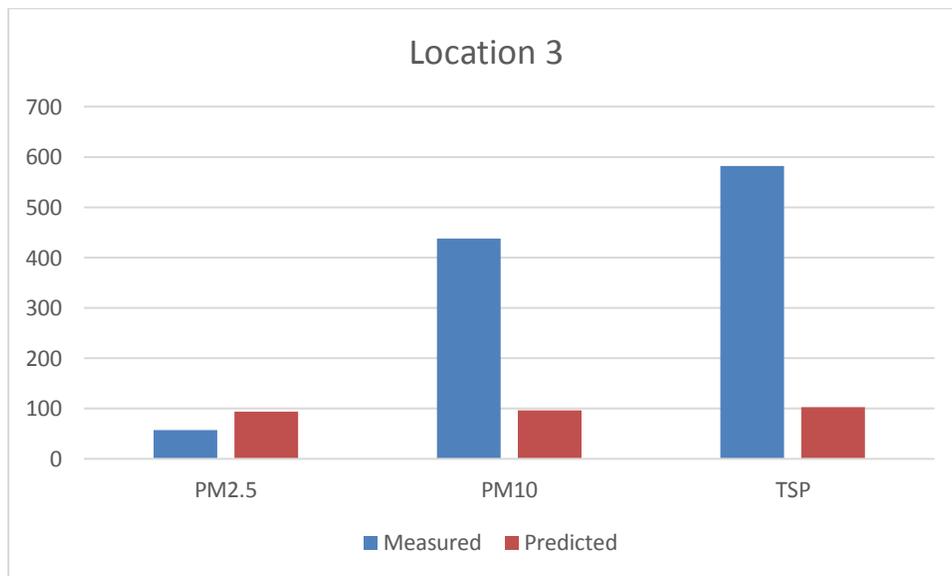
**Figure 7: Bar-chart showing measured and predicted concentrations of air pollutants in microgram/m<sup>3</sup> for Location 1**

The Bar chart is plotted for the location 2 using the data measured for different air pollutants as per Table 2 and predicted concentrations of the same mentioned in Table 7, 8 and 9. The average of measured 10 concentrations is considered from Table 2 for the Bar-chart representation as in Fig. 8.



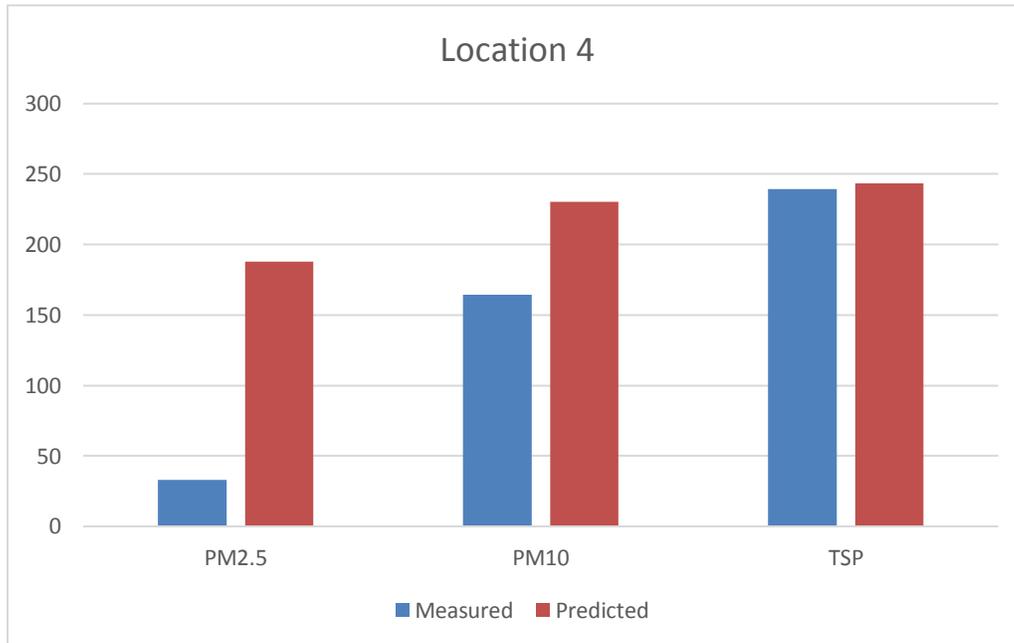
**Figure 8: Bar-chart showing measured and predicted concentrations of air pollutants in microgram/m<sup>3</sup> for Location 2**

The Bar chart is plotted for the location 3 using the data measured for different air pollutants as per Table 3 and predicted concentrations of the same mentioned in Table 7, 8 and 9. The average of measured 10 concentrations is considered from Table 3 for the Bar-chart representation as in Fig. 9.



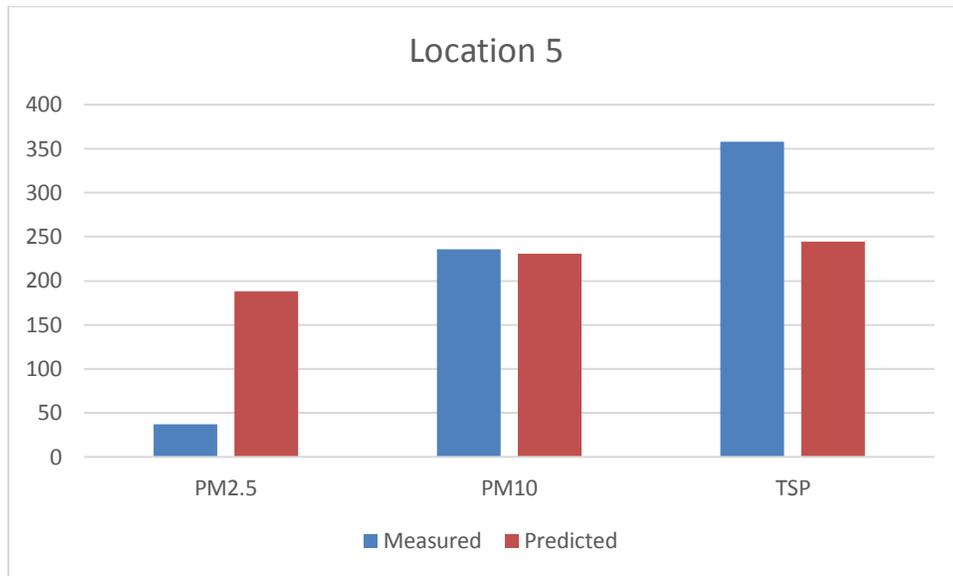
**Figure 9: Bar-chart showing measured and predicted concentrations of air pollutants in microgram/m<sup>3</sup> for Location 3**

The Bar chart is plotted for the location 4 using the data measured for different air pollutants as per Table 4 and predicted concentrations of the same mentioned in Table 7, 8 and 9. The average of measured 10 concentrations is considered from Table 4 for the Bar-chart representation as in Fig. 10.



**Figure 10: Bar-chart showing measured and predicted concentrations of air pollutants in microgram/m<sup>3</sup> for Location 4**

The Bar chart is plotted for the location 5 using the data measured for different air pollutants as per Table 5 and predicted concentrations of the same mentioned in Table 7, 8 and 9. The average of measured 10 concentrations is considered from Table 5 for the Bar-chart representation as in Fig. 11.



**Figure 11: Bar-chart showing measured and predicted concentrations of air pollutants in microgram/m<sup>3</sup> for Location 5**

## 7.0 Conclusions

As per the Bar chart plotted for different locations near and in the vicinity of wharfwall following conclusions can be drawn:

- (i) Figure 7 shows that the average measured concentrations of  $PM_{2.5}$ ,  $PM_{10}$  and TSP are 49.41, 213.2 and 272.45 respectively in microgram/ $m^3$  without wharfwall at location 1 whereas predicted concentrations of  $PM_{2.5}$ ,  $PM_{10}$  and TSP are 180.25, 210.78 and 220.48 respectively in microgram/ $m^3$  after the operationalisation of wharfwall without considering any pollution control measure. The location 1 (in the local village) is very near to the wharfwall construction site (nearly 50 m) so there will be an increase in pollution level of  $PM_{2.5}$  at the location 1.
- (ii) Figure 8 shows that the average measured concentrations of  $PM_{2.5}$ ,  $PM_{10}$  and TSP are 56.1, 500.59 and 737.04 respectively in microgram/ $m^3$  without wharfwall at location 2 whereas predicted concentrations of  $PM_{2.5}$ ,  $PM_{10}$  and TSP are 83.17, 78.33 and 89.56 respectively in microgram/ $m^3$  after the operationalisation of wharfwall without considering any pollution control measure. The location 2 (in the local village) is away from the wharfwall construction site (nearly 150 m) so there is a decrease due to easterly wind direction in the overall pollution level at the location 2. Measured concentrations are high in comparison to the predicted concentrations because location 2 is very near to the Shaktinagar road. The transportation of the coal from the mine to the power plants might be causing more air pollution in the road vicinity.
- (iii) Figure 9 shows that the average measured concentrations of  $PM_{2.5}$ ,  $PM_{10}$  and TSP are 57.69, 437.6 and 581.53 respectively in microgram/ $m^3$  without wharfwall at location 3 whereas predicted concentrations of  $PM_{2.5}$ ,  $PM_{10}$  and TSP are 93.49, 96.28 and 102.51 respectively in microgram/ $m^3$  after the operationalisation of wharfwall without considering any pollution control measure. The location 3 (in the local village) is away from the wharfwall construction site (nearly 250 m) so there is a decrease due to easterly wind direction in the overall pollution level at the location 3. Measured concentrations are high in comparison to the predicted concentrations because location 3 is very near to the Shaktinagar road. The transportation of the coal from the mine to the

power plants might be responsible for high air pollution in the road vicinity.

- (iv) Figure 10 shows that the average measured concentrations of  $PM_{2.5}$ ,  $PM_{10}$  and TSP are 32.83, 164.23 and 239.4 respectively in microgram/ $m^3$  without wharfwall at location 4 whereas predicted concentrations of  $PM_{2.5}$ ,  $PM_{10}$  and TSP are 188.11, 230.41 and 243.32 respectively in microgram/ $m^3$  after the operationalisation of wharfwall without considering any pollution control measure. The location 4 (in the mine) is very near to the wharfwall construction site (nearly 10 m) so there will be an increase in the overall pollution level at the location 4.
- (v) Figure 11 shows that the average measured concentrations of  $PM_{2.5}$ ,  $PM_{10}$  and TSP are 36.8, 236.06 and 358.11 respectively in microgram/ $m^3$  without wharfwall at location 5 whereas predicted concentrations of  $PM_{2.5}$ ,  $PM_{10}$  and TSP are 188.26, 230.44 and 244.5 respectively in microgram/ $m^3$  after the operationalisation of wharfwall without considering any pollution control measure. The location 5 (in the mine) is very near to the wharfwall construction site (nearly 10 m) so there will be an increase in the overall pollution level at the location 5.
- (vi) As per the wind-rose diagram shown in the Fig. 1 for one year, the predominant wind direction is South-East. It may be concluded that the pollution level will increase in the North-west direction after the construction of the wharfwall. The local village is on the south-east side of the mine, so the chances of increase in the pollution level due to operationalisation of the wharfwall are minimal as per the predominant wind direction.
- (vii) As per the Fig. 2, a dump is located at the north side of the wharfwall whereas the predominant wind direction is North-west. Considering the distance of the toe of the dump from village is about 130-155 m as per the mine plan and predominant wind direction, the chances of recirculation of the air pollutants are minimal towards the village/settlement.

## 8.0 Recommendations

The following are the recommendations based on the analysis of data and conclusions:

- (i) A curtain wall must be made along the length of wharfwall of 800 m towards the local village. The height of the curtain wall should be at least 5 m so that at the time of wagon loading, the dust can be arrested with in the mining area.
- (ii) A fixed water sprinkler system should be developed along the length of the wharfwall so that at the time of loading and unloading of coal, it can suppress the dust quickly.
- (iii) Some mobile water sprinkler system should also be made available at the time of loading and unloading as per the need if required.
- (iv) Fixed fog canon must also be deployed in the vicinity of the wharfwall to efficiently suppress the dust during the operation of wharfwall. It is the most effective way to reduce the air pollution level in the concerned area.
- (v) After implementing all the above-mentioned pollution control measures, the concentration levels of  $PM_{2.5}$ ,  $PM_{10}$  and TSP may come down within permissible limits.

### Disclaimer

The validity of the modelling work is limited to the data used in this study. In no case, the results of specific sections can be extended to any other similar site that might exist in the mine. Further, the modelling of air pollutants has been done based on the surface meteorological data provided by the mine. If the surface meteorological data provided by the mine contain any deviation from the condition actually prevailing in the field, the validity of the results will seize.

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Environment Khadia &lt;environmentkhadia@gmail.com&gt;

## Annexure A-2

**Fwd: Urgent: Rescheduling of Personal Hearing under the Chairmanship of Shri Rajat Agarwal, Joint Secretary, MoEF&CC to be held on 26.12.2025 at 15:00 hrs at Indira Paryavaran Bhawan, New Delhi concerning the project titled "Expansion of Khadia Opencast Coal Mining Project by M/s Northern Coalfields Ltd., located in the village Khadia, Tehsil Dudhi, District Sonbhadra (Uttar Pradesh) & village Dhudhichua, Tehsil Singrauli, District Singrauli (Madhya Pradesh)-reg**

Cgm Khadia &lt;cgm.khd@gmail.com&gt;

Fri, Dec 12, 2025 at 7:36 PM

To: som &lt;sominingkhdpro@gmail.com&gt;, environmentkhadia@gmail.com

----- Forwarded message -----

From: **Vinay Rana** <vinay.rana@gov.in>

Date: Fri, Dec 12, 2025 at 6:45 PM

Subject: Urgent: Rescheduling of Personal Hearing under the Chairmanship of Shri Rajat Agarwal, Joint Secretary, MoEF&amp;CC to be held on 26.12.2025 at 15:00 hrs at Indira Paryavaran Bhawan, New Delhi concerning the project titled "Expansion of Khadia Opencast Coal Mining Project by M/s Northern Coalfields Ltd., located in the village Khadia, Tehsil Dudhi, District Sonbhadra (Uttar Pradesh) &amp; village Dhudhichua, Tehsil Singrauli, District Singrauli (Madhya Pradesh)-reg

To: cgm.khd &lt;cgm.khd@gmail.com&gt;, gmem.khd.ncl &lt;gmem.khd.ncl@coalindia.in&gt;, gmenv.ncl &lt;gmenv.ncl@coalindia.in&gt;

Cc: Rajat Agarwal &lt;js.ia-moefcc@gov.in&gt;, Sundar Ramanathan &lt;r.sundar@nic.in&gt;, DDGF(C) MoEF&amp;CC RO Lucknow

&lt;roc.lko-mef@nic.in&gt;, shruti rai bhardwaj &lt;shruti.raai@nic.in&gt;, Pankaj Verma &lt;pankaj.verma@nic.in&gt;, Dr Bhardwaj

Adiraju &lt;bhardwaj.adiraju@gov.in&gt;, Paranjay Kumar Singh &lt;paranjay.s@nic.in&gt;, AANYA AGGARWAL

&lt;aanya.aggarwal@govcontractor.in&gt;

**MEETING NOTICE**

Sir/Madam

The undersigned has been directed to inform that a personal hearing under the Chairmanship of **Shri Rajat Agarwal, Joint Secretary, MoEF&CC** has been rescheduled and will now be held on **26.12.2025 at 15:00 hrs at Indus Meeting Hall, Indira Paryavaran Bhawan, New Delhi**. The purpose of the meeting is to review issues related to the non-compliance of Environmental Clearance (EC) conditions concerning the project titled **"Expansion of Khadia Opencast Coal Mining Project for increase in production capacity from 14 MTPA to 15 MTPA (increase of 10% w.r.t. 10 MTPA) in land area of 1640 Ha by M/s Northern Coalfields Ltd., located in the village Khadia, Tehsil Dudhi, District Sonbhadra (Uttar Pradesh) & village Dhudhichua, Tehsil Singrauli, District Singrauli (Madhya Pradesh)"**. It is requested that the concerned Scientist from the Regional Office, who conducted the inspection, participate in the said meeting.

The project proponent is required to submit the following as part of the presentation during the meeting:

- KML file of the project site.
- Drone footage of the project site.

It is requested to attend the meeting in person as per the schedule. Kindly acknowledge the receipt of this email and also provide the details of the participants.

Regards

**Vinay Rana**  
**Assistant Section officer**  
**Impact Assessment Division**  
**Ministry of Environment, Forest and Climate Change**

---- On Thu, 11 Dec 2025 11:28:04 +0530 **Vinay Rana** <vinay.rana@gov.in> wrote ---

### **MEETING NOTICE**

Sir/Madam

The undersigned has been directed to inform that a personal hearing under the Chairmanship of **Shri Rajat Agarwal, Joint Secretary, MoEF&CC** will be held on **23.01.2026 at 15:00 hrs at Indira Paryavaran Bhawan, New Delhi**. The purpose of the meeting is to review issues related to the non-compliance of Environmental Clearance (EC) conditions concerning the project titled ***“Expansion of Khadia Opencast Coal Mining Project for increase in production capacity from 14 MTPA to 15 MTPA (increase of 10% w.r.t. 10 MTPA) in land area of 1640 Ha by M/s Northern Coalfields Ltd., located in the village Khadia, Tehsil Dudhi, District Sonbhadra (Uttar Pradesh) & village Dhudhichua, Tehsil Singrauli, District Singrauli (Madhya Pradesh)”***. It is requested that the concerned Scientist from the Regional Office, who conducted the inspection, participate in the said meeting.

The project proponent is required to submit the following as part of the presentation during the meeting:

- KML file of the project site.
- Drone footage of the project site.

It is requested to attend the meeting in person as per the schedule. Kindly acknowledge the receipt of this email and also provide the details of the participants.

Regards

**Vinay Rana**  
**Assistant Section officer**  
**Impact Assessment Division**  
**Ministry of Environment, Forest and Climate Change**

1374

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General Manager  
NCL, Khadia Area

## Annexure A-3

**PROCEEDINGS**

Personal Hearing in respect of the project titled “Khadia Opencast Project of Northern Coalfields Limited (NCL), Village Nawatola, Khadia, District Sonbhadra, Uttar Pradesh”. The personal hearing for the project “Khadia Opencast Project of Northern Coalfields Limited (NCL), Village Nawatola, Khadia, District Sonbhadra, Uttar Pradesh,” was held under the Chairmanship of Shri Rajat Agarwal, Joint Secretary, on 26.12.2025 at 15:00 hrs at Indus Meeting Hall, Indira Paryavaran Bhawan. The list of participants is at Annexure-I

Chronology of Events as Follows:-

<b>S. No.</b>	<b>Date / Period</b>	<b>Event / Action</b>
1.	10.04.2007	Environmental Clearance (EC) granted for Khadia Opencast Coal Mine Expansion Project (expansion in production from 4 MTPA to 10 MTPA and lease area from 1460 ha to 1640 ha) of M/s Northern Coalfields Ltd. (NCL), located in villages Khadia/Chilkatand (in Dudhi Tehsil) and Dudhichua (in Singrauli Tehsil), Tehsil Dudhi in District Sonebhadra, Uttar Pradesh and in Tehsil Singrauli in District Sidhi, Madhya Pradesh
2.	23.03.2016	Environmental Clearance (EC) granted for expansion of Khadia Opencast Coal Mine from 10 MTPA to 14 MTPA over an area of 1640 ha.
3.	27.07.2022	EC granted for expansion from 14 MTPA to 15 MTPA, availing 50% relaxation under OM dated 07.05.2022.
4.	07.02.2024	Fresh EC issued for expansion from 14 MTPA to 15 MTPA under updated conditions.
5.	28.11.2024	Project monitored/inspected by RO, MoEF&CC, Lucknow in reference to Hon'ble NGT in OA No. 580/2022 (Mukesh Singh vs State of Uttar Pradesh), Ministry is one of the respondent.
6.	16.12.2024	Inspection report submitted by RO, Lucknow to the Ministry.
7.	14.01.2025	Ministry issued letter seeking Action Taken Report (ATR) from the Project Proponent (PP).
8.	14.02.2025	ATR submitted by the Project Proponent in response to the Ministry's letter.
9.	30.04.2025	Show Cause Notice (SCN) issued to the Project Proponent based on continued non-compliances.
10.	20.05.2025	PP submitted reply to the Show Cause Notice, forwarded to RO, Lucknow for review.
11.	06.10.2025	RO, Lucknow submitted SCN review report after site inspection and examination of PP's reply

12.	26.12.2025	Personal Hearing held in Indus Meeting Hall, Indira Paryavaran Bhawan, MoEF&CC to address continued non-compliances
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2. The Chairman welcomed the participants and invited Shri Pankaj Verma, Scientist-F, MoEF&CC to update the background of the matter

- Khadia Opencast Coal Mine Expansion Project (expansion in production from 4 MTPA to 10 MTPA and lease area from 1460 ha to 1640 ha) of M/s Northern Coalfields Ltd. (NCL), located in villages Khadia/Chilkatand (in Dudhi Tehsil) and Dudhichua (in Singrauli Tehsil), Tehsil Dudhi in District Sonebhadra, Uttar Pradesh and in Tehsil Singrauli in District Sidhi, Madhya Pradesh. File No .J-11015/255/2006-IA.II(M) dated 10.04.2007
- Khadia Opencast coal mine expansion project from 10 MTPA TO 14 MTPA in an area of 1640 Ha located in District Sonebhadra and Tehsil Singrauli, Madhya Pradesh. File no. J-11015/255/2006 IA. II (M) dated 23.03.2016
- Expansion of Khadia Opencast coal mining project for increase in production capacity from 14 MTPA to 15 MTPA (increase of 10% w.r.t 10 MTPA) in land area of 1640 Ha by M/s Northern Coalfields Ltd. located in the village Khadia, Tehsil Dudhi, District Sonbhadra,Uttar Pradesh & village Dhudhichua, Tehsil Singrauli, District Singrauli,Madhya Pradesh - Environmental Clearance under OM vide F. No. IA3-22/10/2022-IA .III 07.05.2022- [Availing total 50% relaxation of OM dealing with exemption of public hearing under clause 7 (ii) of EIA notification]. File no. J-11015/255/2006 IA. II (M) dated 27.07.2022, and
- Expansion of Khadia Opencast coal mining project for increase in production capacity from 14 MTPA to 15 MTPA (increase of 10% w.r.t 10 MTPA) in land area of 1640 Ha by M/s Northern Coalfields Ltd. located in the village Khadia, Tehsil Dudhi, District Sonbhadra,Uttar Pradesh & village Dhudhichua, Tehsil Singrauli, District Singrauli,Madhya Pradesh - Environmental Clearance under OM vide F. No. IA3-22/10/2022-IA .III 07.05.2022- [Availing total 50% relaxation of OM dealing with exemption of public hearing under clause 7 (ii) of EIA notification]. File no. J-11015/255/2006 IA. II (M) dated 07.02.2024.

3. The above-mentioned project was monitored by the Regional Office, MoEF&CC, Lucknow on 27.11.2024 and 28.11.2024 in reference to OA No. 580/2022 titled Mukesh Singh v. State of Uttar Pradesh, pending before the Hon'ble NGT (PB).

4. In this regard, the Ministry, vide letter dated 13.09.2024, sought a monitoring report from RO, Lucknow, which was submitted on 16.12.2024. Based thereon, the Project Proponent was directed to submit an Action Taken

Report (ATR) vide letter dated 14.01.2025, which was submitted on 14.02.2025. As per the SoP, the ATR review report was sought from RO, Lucknow and, upon examination of the same, a Show Cause Notice was issued to the Project Proponent vide letter dated 30.04.2025 on account of the observed non-compliances. The Hon'ble Tribunal was apprised accordingly through an additional affidavit filed on 17.05.2025. The matter was subsequently listed for hearing on 10.10.2025, wherein the Hon'ble Tribunal directed the Ministry to file another affidavit apprising the Hon'ble Tribunal of the status after issuance of the Show Cause Notice. The Project Proponent has since submitted a reply to the Show Cause Notice vide letter dated 20.05.2025, which has been forwarded to RO, Lucknow for review.

5. The SCN response review report was examined in the Ministry and it was observed that there was improvement in the compliance status of conditions as compared to compliance status reported by RO in report dated 6.10.2025. However, some conditions were not satisfactorily complied, therefore, to resolve the issue of non-compliance, Personal hearing has been called on 26.12.2025.

6. It was followed by a presentation made by M/s Norther Coalfield Limited on the actions taken to comply with the conditions. PP presented documentary and pictorial evidence of the ATR. The same was deliberated in detailed during the hearing. Accordingly, condition-wise conclusion during the personal hearing in reference to submission of PP, taking into consideration the views of RO, and outcome of deliberation is as given below

S. No	EC Condition	Status of compliance reported by RO in report dated 06.10.2025	Submission of the Project Proponent during PH and conclusion
1.	Mining area should be granted by green belt having thick closed thick canopy of the tree cover. (Specific Condition-xx of EC dated 23.03.2016)	<p><b>Partially Complied</b></p> <p>Based on the submitted SCN response and subsequent site inspection conducted by the Regional office, it has been found that the development of green belt work has been assigned to the Renukoot Forest Division by Khadia OCP. Besides, the development of green cover on 05 ha of land has been given to ICFRE, is a premier Institute working on land</p>	<p>PP during the meeting submitted that Plantation has been carried out over 219.16 ha of overburden dumps till date, including 3 ha during FY 2025-26 through the Renukoot Forest Division, with additional green belt development proposed over 270 ha in MP and 100 ha in UP using native, broad-leaved species through designated State agencies and ICFRE. Further, bio-reclamation measures are being</p>

		<p>degradation etc. As informed, the outcome of the ICFRE work will also apply to other areas of the mines for better development of the green belt. It is also required to strengthen the plant density on OB and fill the gap that arise due to various reasons on OB with suitable plant saplings</p>	<p>strengthened through ICFRE-led interventions and innovative methods such as drone-based seed ball spraying on OB dumps, which will be continued in subsequent monsoon seasons.</p> <p>The Chairman observed that placing the liability for plantation with the Divisional Forest Officer (DFO) is not appropriate. While the technical execution of plantation activities may be carried out through the State Forest Department/ICFRE or any other implementing agency, the overall responsibility and liability for plantation, including survival and maintenance, shall rest solely with the Project Proponent and shall not be transferred to the DFO or any other agency.</p> <p><b>Accordingly, the Project Proponent shall ensure effective monitoring, conduct survival audits, and ensure compliance with the stipulated plantation and bio-reclamation obligations. In view of the above clarification and the submissions made, it was concluded that the condition is being complied with.</b></p>
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<p>2.</p>	<p>There shall be no overflow of OB into the river and into the agricultural field and massive plantation of native species shall be taken up in the area between river and the project. (Specific Condition-xxii of EC dated 23.03.2016)</p>	<p>---same as above---</p>	<p>---same as above---</p>
<p>3.</p>	<p>Further, it may be ensured that as per the time schedule specified in mine closure plan it should remain live till the point of utilization. The topsoil shall temporarily be stored at earmarked site(s) only and shall not be kept unutilized. The top soil shall be used for land reclamation and plantation purposes. Active OB dumps shall be stabilised with native grass species to prevent erosion and surface run off. The other overburden dumps shall be vegetated with native flora species. The excavated area shall be backfilled and afforested in line with the approved Mine Closure Plan. Monitoring and management of</p>	<p>---same as above---</p>	<p>---same as above---</p>

	<p>rehabilitated areas shall continue until the vegetation becomes self-sustaining. Compliance status shall be submitted to the Ministry of Environment, Forest and Climate Change/ Regional Office. (Standard Condition f (v) of EC dated 07.02.2024 )</p>		
4.	<p>Catch drains and siltation ponds of appropriate size shall be constructed to arrest silt and sediment flow from soil. OB and mineral dumps. The water so collected shall be utilised for watering the mine area, road, green belt development, etc. The drains shall be regularly desilted and maintained properly. Garland drains (size, gradient and length) and sump capacity shall be designed keeping 50% safety margin over and above the peak sudden rainfall and maximum discharge in the area adjoining the mine site. Sump capacity shall also adequate retention the period to allow proper settling of silt material. (Specific</p>	<p><b>Partially Complied</b> Based on the submitted SCN response and subsequent site inspection conducted by the Regional office, it has been found that the three-tier plantation along the major road has not been developed so far. PP has constructed the CC road of about 6.61 km within the lease area to avoid further dust emission. To control the road dust, it is required to blacktop the parking area. Deployment of a mist gun and water sprinkling in the parking area cannot be sufficient to control the dust emitted from the parking area. Management of OB dumps needs to be improved, including cleaning of the garland drain and maintenance of the retained wall, especially during the rainy season. As informed, the plantation is being carried out through the Renukoot Forest Division. It is also</p>	<p>During the meeting PP submitted that Pucca roads have been developed at all the permanent roads. Khadia OCP has constructed Cement Concrete Road of 6.61 KM Length within the mine premises in order to reduce the dust generation during transportation of coal. Further, 1.5 KM CC road has also been built in Khadia mines for the movement of light vehicle. Khadia OCP is committed towards construction of parking with blacktopping or cement concreting, and will be completed by Sept 2025. Activity for the same has been approved by NCL HQ and currently under tendering stage. In the meantime, proper sprinkling is being ensured through mobile tankers and truck mounted fog cannons. MoU has been finalised with UP Forest</p>

<p>Condition-xxiv of EC dated 23.03.2016)</p>	<p>required to strengthen the plant density on OB and fill the gap that arises due to various reasons on OB with suitable plant saplings</p>	<p>Department for plantation besides newly constructed CC road and mine boundary.</p> <p>Overburden dumps are being maintained scientifically with proper technical and biological reclamation. For the purpose of stability of the OB dump, a scientific study has been conducted by M/s CMPDIL, Ranchi and As per the report, it is clear that benching and slopes are safe for overburden dump. Garland drains and retaining walls are being constructed at the toe of the dump</p> <p>With regard to density of plantation, the plantation is being done carried out through Renukoot Forest Division at the density of 2500 Plants per Hectare with 04 years of maintenance. The survival rate of plantation is around 80%. Further, seedball spraying through drone has also been carried out in FY 2025-26 (Total 21150 seedballs were sprayed).</p> <p><b>The Chair observed that the construction of the parking area with blacktopping or cement concreting was not completed by September, 2025. The Chair further directed</b></p>
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			<p>that, in order to effectively control road dust, the parking area shall be blacktopped or cement concreted, as deployment of mist guns and water sprinkling alone is not sufficient to control dust emissions from the parking area. The status of compliance shall be submitted to the concerned Regional Office (RO), which shall verify the same. Accordingly the condition may be considered as Partially Complied.</p>
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<p>5.</p>	<p>The project authorities shall undertake regular repairing and tarring of roads used for mineral transportation. A 3-tier green belt comprising of a mix of native species shall be developed all along the major approach roads. (Specific Condition-xxviii of EC dated 23.03.2016)</p>	<p>---same as above---</p>	<p>---Same As Above---</p>
<p>6.</p>	<p>A Progressive afforestation plan shall be implemented at the end of mining, which includes reclaimed External O B dump area (258 ha), Internal OB dump area (808 ha) and Green belt (49 ha) and in township located outside the lease by planting</p>	<p>---same as above---</p>	<p>---Same As Above---</p>

<p>native species in consultation with the local DFO/ Agriculture Department. The density of the trees shall be around 2500 plants per ha. Massive plantation shall be carried out in open spaces in and around the mine and a 3-tier avenue plantation along the main approach roads to the mine. (Specific Condition-xxx)</p>		
<p>7. An estimated total 1255.72 Mm<sup>3</sup> of OB will be generated during the entire life of the mine. Out of which 254.33 Mm<sup>3</sup> of OB will be dumped in two external OB Dumps an earmarked area covering 258 ha of land. 1001.72 Mm<sup>3</sup> of will be tow internal OB dump in covering an area of 808 ha. The maximum height of external OB dump will not exceed 28 degrees. Monitoring and management of reclaimed dump sites shall continue till the vegetation becomes self submitted to MOEFCC and its Regional Office on yearly basis. (Specific Condition-xxxi)</p>	<p>---same as above---</p>	<p>---Same As Above---</p>

8.	Compensatory Ecological & Restoration of waste Land other degraded land and OB dumps in lieu of breaking open the land be carried out (Specific Condition-xxxiii of EC dated 23.06.2016)	---same as above---	---Same As Above---
9.	The entire excavated area, backfilling, external OB dumping (including topsoil), and afforestation plan shall conform to the "during mining" and "post-mining" land-use pattern, as outlined in the approved Mining Plan and the EIA/EMP submitted to this Ministry. Progressive compliance status concerning the post-mining land-use pattern shall be submitted to the MOEFCC/RO. (Standard Condition f (iii) of EC dated 07.02.2024	---same as above---	---Same As Above---
10.	Encourage the use of cleaner fuel in trucks. If the road needs to be widened up to the nearest railway siding, the same should be constructed to avoid	The Matter is related to EAC (Coal) Based on the submitted SCN response and subsequent site inspection conducted by the Regional office, it has	PP submitted that Khadia Opencast Project applied for exemption of this condition to MoEF&CC, New Delhi vide EC amendment proposal no. IA/UP/CMIN/509697/20

	<p>traffic congestion (Additional Specific condition-ii) of EC dated 2022)</p>	<p>been found that the PP is equipped with three nos. of draglines for handling of overburden, which are not only electricity driven but also reduce truck movement (which would otherwise be required for transportation of overburden), 06 nos. of shovel and 07 nos. of drills are electrical driven, which are engaged for excavation. In addition to above, Coal is being transported through conveyor belts of Coal Handling Plants of 04 MTPA and 06 MTPA, which are electricity driven and reduces truck movement (which would otherwise be required for transportation of coal by road within mine premises) and a Rapid Loading System of 04 MTPA is under construction, which shall be electricity driven. As informed, the trial run for the use of the XtraGreen diesel is to start within one month. PP has also informed that the exemption application of this condition has also been submitted to MoEF&amp;CC, New Delhi, vide EC amendment proposal no. IA/UP/CMIN/509697/2024 submitted on 01.12.2024. However, the application is yet to be considered in EAC</p>	<p>24 submitted on 01.12.2024. The proposal was considered in 33rd meeting of EAC (Coal) held on 14.10.2025. As per Minutes of the meeting available on Parivesh Portal, the said condition is not binding in nature. Further EC amendment has also been granted with the condition amended to 'PP shall explore the feasibility for deployment of dumpers/trucks/other vehicles/passenger cars as electrical or CNG/LNG based for transportation of coal / OB etc. Considering the ambient air quality, all the vehicles carrying the coal shall comply the BS-VI standards" For the purpose of exploring the possibility to deploy CNG/LNG/electrical dumpers/trucks/other vehicles in NCL, a letter seeking availability of such vehicles have been submitted on 06.08.2024 to all major Manufacturers and response of them are still awaited.</p> <p><b>The Chair agreed with submissions of the PP.</b></p>
<p>11</p>	<p>PP shall explore at least 20% of the overall fleet of</p>	<p>---Same As Above---</p>	<p>---Same As Above---</p>

	<p>dumpers, trucks, and other vehicles as electric or CNG/LNG-based for the transportation of coal, overburden, etc. (Specific condition-xxviii) of EC dated 07.02.2024)</p>		
12	<p>PP shall commission the additional Rapid Loading System (Silo) of 4.0 MTPA before December 2024, in addition to the existing coal transportation facility, which includes 2 nos. of CHPs with Silo loading facility of 10.0 MTPA and a Merry Go-Round (MGR) arrangement. (Specific condition-i) of EC dated 07.02.2024)</p>	<p>Partially Complied Based on the submitted SCN response and the subsequent site inspection conducted by the Regional office, it has been found that the construction work of the rapid loading system was in progress on the site and will be completed by February 2026. It is required to expedite the above work on a priority basis.</p>	<p>PP informed the Chair that an application was submitted before MoEF&amp;CC for amendment of the said condition for extension of timeline given for completion of additional RLS. The proposal was considered in 33rd meeting of EAC (Coal Mining) held on 14.10.2025. Based on the EAC, amended EC vide J-11015/255/2006-IA-II(M) dated 19.11.2025 with EC identification no. EC24A0101UP5538506A, the timeline for completion of RLS has been extended till June 2026. Khadia OCP is committed towards completion of additional RLS by June 2026</p> <p><b>The Chair agreed with submissions of the PP.</b></p>

7. On the basis of detailed deliberation, following was concluded:-

1. In respect of plantation and green belt development, the Chairman observed that the liability for plantation cannot be shifted to the DFO. It was categorically directed that the entire responsibility for plantation, survival and maintenance shall vest solely with the Project Proponent, irrespective of technical execution through State Forest Departments/ICFRE. The Project proponent (PP) shall strengthen plantation density, address gaps on overburden dumps and ensure

effective monitoring and survival audits to achieve full compliance with EC conditions. Project proponent to submit the undertaking wrt timeline and submit progress report regularly to the Ministry's Regional Office.

2. The progress of green belt development shall be improved with the involvement of professional agencies to address the existing gaps, and by promoting the use of native, broad-leaved and fruit-bearing species to reduce pollution.
3. The concerned sector may consider the timelines furnished by the PP and the updated compliance status to be submitted by the PP, while examining the proposal for expansion, as and when submitted.
4. PP shall apply for amendment of EC conditions on PARIVESH, which are not applicable/feasible to the project.
5. Project proponent shall continue to ensure all efforts towards achieving compliance of EC conditions as concluded in the table of para 6 above.
6. RO shall review the six-monthly compliance report of the project submitted by PP regularly.

The meeting ended with the vote of thanks to the Chair.

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**Annexure-I**

List of participants for the personal hearing for the project “*Khadia Opencast Project of Northern Coalfields Limited (NCL), Village Nawatola, Khadia, District Sonbhadra, Uttar Pradesh*”. The personal hearing for the project “*Khadia Opencast Project of Northern Coalfields Limited (NCL), Village Nawatola, Khadia, District Sonbhadra, Uttar Pradesh*”

<b>S.no.</b>	<b>Name</b>	<b>Designation</b>
MoEF&CC		
1.	Shri Rajat Agarwal	Joint Secretary
2.	Shri Pankaj Verma	Scientist F, IA-CMD
3.	Dr. A K Gupta	Scientist E, RO-Lucknow
3.	Dr. Rajesh Prasad Rastogi	Scientist-D, Coal Sector
4.	Dr. Bhardwaj Adiraju	Scientist D, IA-CMD
5.	Shri Paranjay Kumar Singh	Consultant, IA-CMD
6.	Shri Sahodhar Kumar	Consultant, IA-CMD
7.	Shri Vinay Rana	ASO, IA-CMD
Project Proponent		
M/s Northern Coalfield Limited		
1.	Shri K. D. Jain	Area General Manager
2.	Shri Rohit Kumar Gupta	Manager (Environment)



**1390**  
**NORTHERN COALFIELDS LIMITED**  
 (A Miniratna Company & Subsidiary of Coal India Limited)  
**OFFICE OF THE GENERAL MANAGER (KHADIA PROJECT)**

Annexure A-4

**Civil Engineering Department**  
 P.O. Shaktinagar, DISTT. Sonebhadra (U.P.) 231222  
 Phone No.05446-232274  
 E-mail: [socivilkhdnc101@gmail.com](mailto:socivilkhdnc101@gmail.com)  
 WEB SITE: [www.coalindiatenders.nic.in](http://www.coalindiatenders.nic.in)

NIT संख्या.: GM/KHD/C/25-26/ETN-84

दिनांक-04/12/2025

**Notice Inviting Tender**

1. Tenders are invited on-line under two part system on the website <https://coalindiatenders.nic.in> from the eligible bidders having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA, for the following work:

Description of work	Location	Estimated Cost of Work (Including GST) (In Rs.)	Earnest Money (In Rs.)	Period of Completion (In Days)
<b>Making CC road and pavement near overhead tank along NH 39 for entry and parking of trucks in Khadia Project.</b>	<b>Khadia Project N.C.L.</b>	<b>39374723.07/-</b>	<b>492200/-</b>	<b>180</b>

- (i). For Site visit of location of work, the prospective bidder(s) may contact

Tender inviting authority	Contact Person(s)/Tender Dealing Officer(s)	
Sri Arvind Kr. Bansal, S.O. (C.) Contact No 9479713410	Parkash Chander; Manager (Civil) Contact no. 9424918853	Sri Ankit Upadhaya , Dy Mgr (C) Contact no. ..9406711023

**2. Time Schedule of Tender:**

Sl. No	Particulars	Date	Time
a.	Tender e-Publication date	04/12/2025	06:55 PM
b.	Document download start date	04/12/2025	06:55 PM
c.	Document download end date	23/12/2025	11:00 AM
d.	Bid Submission start date	05/12/2025	11:00 AM
e.	Bid submission end date	23/12/2025	11:00 AM
f.	Start date for seeking Clarification on-line	04/12/2025	06:55 PM
g.	Last date for seeking Clarification on-line	16/12/2025	11:00 AM
h.	Technical Bid (Cover I) opening date	24/12/2025	11:00 AM
i.	Price Bid (Cover II) opening date	To be opened after finalisation of Part-1 TCR	

**Note:** The auto extension of submission of bid shall be applicable as per details mentioned in clause No.14 of NIT.

### 3. Earnest Money Deposit (EMD):

The bidder will have to make the payment of EMD through ONLINE mode only. In Online mode the bidder can make payment of EMD either through **NET-BANKING** from designated Bank(s) or through **NEFT/RTGS** from any scheduled Bank(s).

**NET-BANKING:** In case of payment through net-banking the money will be immediately transferred to CIL/ Subsidiary's designated Account.

**NEFT/RTGS:** In case of payment through NEFT/RTGS from any scheduled bank(s), the bidder will have to make payment as per the Challan(s) generated by system on e-Procurement portal. The payment of EMD through NEFT/RTGS mode should be made well ahead of time to ensure that the EMD amount is transferred to CIL/ Subsidiary account before submission of bid.

The Bidder will be allowed to submit his/her/their bid only when the EMD is successfully received in CIL/ Subsidiary's designated account and the information flows from Bank to e-Procurement system.

In online payment of EMD, if the payment is made by the bidder within the last date and time of bid submission but not received by CIL/ Subsidiary within the specified period due to any reason(s) whatsoever then the bid will not be accepted. However, the EMD will be refunded back to the bidder.

Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) will be exempt from the payment of earnest money (applicable only for Services tenders).

In case of exemption of EMD, the scanned copy of document in support of exemption will have to be uploaded by the bidder during bid submission. However, this option is to be enabled only in those cases where the exemption of EMD to some bidders is allowed as per NIT.

### 4. Pre-bid Meeting:

The pre-bid meeting if applicable shall be held in the office of Tender Inviting Authority, on the scheduled date & time, if specified in the NIT. The purpose of the pre-bid meeting is to clarify the issues and to answer the questions on any matter that may be raised at that stage. Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidder and it shall be presumed that the bidder does not require any clarification. The management shall circulate proceedings of the pre-bid meeting, if held.

### 5. Clarification of Bid:

The bidder may seek clarification on-line within the specified period. However, the management will clarify as far as possible to the relevant queries.

### 6. User Portal Agreement:

The bidders have to accept the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and tender document, undertakings and the e-Procurement system through <https://coalindiaticenders.nic.in> in order to become an eligible bidder. This will be a part of the agreement.

### 7. Eligible Bidders:

The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm, company, Joint Venture, any legal entity having eligibility to participate as per eligibility criteria stipulated in clause No.8 of NIT and having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA.

Note:

- i) *Joint Venture shall not be allowed for participation in the bid with estimated cost of work put to tender up to Rs. 2.00 (two) crores.*
- ii) *The Bidder(s) participating in the Name & Style of a Joint Venture, must have to get themselves registered online so that the 'Bidder Name' in the Bid Information of Bid Submission Confirmation (BSC) appears the same as the name & style of Joint Venture.*

## 8. Eligibility Criteria:

### A. Work Experience:

The Intending bidder must have in its name or proportionate share as a member of Joint Venture/Partnership firm experience of having successfully **completed similar** work during last 7(seven) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) should be any of the following :-

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

Or

Two similar **completed works** each costing not less than the amount equal to 50% of the estimated cost put to tender.

Or

One similar **completed work** costing not less than the amount equal to 80% of the estimated cost put to tender.

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

In all the above cases, while considering the value of completed works, the full value of completed work be considered whether or not the date of commencement is within the said 7(seven) years period. The date of completion of work should be during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.

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.

**Joint Venture shall be allowed for participation in the bid with estimated cost above Rs. 2.0 Crores.**

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

The qualifying criteria parameter e.g. experience of the individual partners of the J.V will be as deliberated hereinafter towards fulfilment of qualification criteria related to experience.

a) In case of completion of single work of similar nature costing, not less than the amount equal to 80% of the estimated cost put to tender:-

Any of the JV partner/JV itself shall have the experience of having completed successfully a single work of similar nature equal to 80% of the estimated cost put to tender.

Or

b) In case of completion of two works of similar nature each costing not less than the amount equal to 50% of the estimated cost put to tender :-

i) Either the JV itself/ Any one partner can match the above requirement.

Or

ii) At least two partners should each have completed at least one work of similar nature each costing not less than the amount equal to 50% of the estimated cost put to tender.

Or

c) In case of completion of three works of similar nature, each costing not less than the amount equal 40% of the estimated cost put to tender:-

i) Either the JV itself/ Any one partner can match the above requirement.

Or

ii) Any two partners shall match the above requirement through completion of at least two work by one partner and one work by other partner of similar nature each costing not less than the amount equal 40% of the estimated cost put to tender.

Or

iii) All the three partners shall match the above requirement through completion of at least one work of similar nature each costing not less than the amount equal 40% of the estimated cost put to tender.

The above qualification criteria shall be met collectively by JV partners or JV itself.

The qualifying criteria parameter e.g. experience of the individual partners of the JV will be added together towards fulfilment of qualification criteria related to experience.

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

**“Bituminous road work OR Concrete Road work OR PQC Road work OR combination of these three”**

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

- i) Description of qualifying experience (similar nature)
- ii) Work order Number /Agreement Number of each experience
- iii) Name & address of Employer/Work Order Issuing authority of each experience
- iv) Percentage (%) share of each experience (in case the experience has been earned by the bidder as a partner in a joint venture firm/partnership firm then the proportionate value of experience in proportion to actual share of bidder in that joint venture firm/ partnership firm will be considered against eligibility else it shall be taken as 100%).
- v) Executed Value of work against each experience
- vi) Start date & end date of each qualifying experience (similar nature)

Note:

- a. In case the bidder is a Joint Venture, work experience as above may be furnished as the work experience of the bidder.
- b. Confirmation in the form of Yes/No regarding submission of similar work experience as defined in the NIT.

**B. Financial Turnover:** Average annual financial turnover during the last 3 (three) years ending 31<sup>st</sup> March of the previous financial year should be at least 30% of the estimated cost put to tender.  
(The “Previous Financial Year” shall be computed with respect to the e-Publication date of NIT).

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

Financial turnover shall be given a weightage to bring them at current price level by adding 7% for each completed year (total number of days/365) after the end of respective financial year (i.e. 31<sup>st</sup> March) till the last day of month previous to one in which e-tender has been invited.

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

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

- a. The lead partner shall have at least 50% share in the required average financial turnover, to qualify in the tender
- b. All other individual partners shall have at least 25% share in the required average financial Turnover , to

qualify in the tender. (In case of JV, turnover certificate for each individual partners of JV)

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

- i) Annual turnover of each of the last 3 (three) years ending 31<sup>st</sup> March of the previous financial year.
- ii) Name of the Chartered Accountant issuing the Turnover certificate.
- iii) Membership Number of the Chartered Accountant.
- iv) Date of certificate issued by Chartered Accountant.
- v) Confirmation regarding possessing of Financial Turnover issued by a Practicing Chartered Accountant in the form of Yes / No.

**Note:**

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

**Scanned copy of documents to be uploaded by bidders:**

Financial Turnover certificate having a Unique Document Identification Number (UDIN) with Institute of Chartered Accountants of India.

- C. Permanent Account Number (PAN) :** The bidder should possess valid Permanent Account Number (PAN) issued by Income Tax department, Govt. of India.

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

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

**Scanned copy of documents to be uploaded by bidders (BIDDER SPACE/ MY DOCUMENT):**

PAN CARD of the bidder

**Note:**

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

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

The bidder should be either GST Registered Bidder under regular scheme

**OR**

GST Registered Bidder under composition scheme

**OR**

GST unregistered Bidder

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

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

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

GST Registration Certificate of the bidder.

**Note:**

- . i). In case of JV, In case of JV, Bidder should submit scanned copy of GST status of Lead Partner only or GST Registration Certificate of JV itself.

ii). In case the work/service is awarded to a Joint Venture participating in the tender they have to submit PAN, GST registration ( as applicable in the tender and for the bidder status) etc. in the name of the Joint Venture after Award of Work/Service before the payment of first running on account bill.

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

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

Scanned copy of documents to be uploaded by bidder(s) in support of information / declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document.

#### **E. Purchase Preference under 'Make in India' Policy for "Local supplier".**

Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall be applicable. In terms of the above said policy, purchase preference shall be given to Class-I local supplier. In terms with the above said policy, Class-I local suppliers and Class-II local suppliers shall be eligible to bid.

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

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

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

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

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

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

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

- I. In the procurement of works which are divisible in nature, the following procedure shall be followed: -
  - i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract for full quantity will be awarded to L-1 at L-1 price by the Purchaser.
  - ii) If L-1 is not a Class-I local supplier, 50% of the order quantity shall be awarded to L-1. Thereafter, the lowest Bidder among the Class-I local suppliers will be invited to match the L-1 price for the remaining 50% quantity subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such local supplier subject to his matching the L-1 price. In case such lowest eligible Class-I supplier fails to match the L-1 price or accept less than the offer quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L-1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on L-1 Bidder.
- II. In the procurement of works which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed: -

- i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract will be awarded to L-1.
- ii) If L-1 is not from a Class-I local supplier, the lowest Bidder among the Class-I local suppliers, will be invited to match the L-1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L-1 price.
- iii) In case such lowest eligible Class-I local supplier fails to match the L-1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L-1 price, then the contract may be awarded to the L-1 Bidder.

### III. Applicability in tenders where contract is to be awarded to multiple bidders

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

- a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of the Order.
- c) If 'Class I Local suppliers' qualify for award of contract for at least 50 (fifty) percent of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50 (fifty) percent of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/'Non local suppliers' provided that their quoted rate falls within margin of purchase preference of the L1 bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50 (fifty) percent of the tendered quantity.
- d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within margin of purchase preference, and so on.
- e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

IV. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

### V. Verification of local content:

- a) If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items. They shall also give details of the location(s) at which the local value addition is made, if applicable.
- b) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate with UDIN from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

- c) Decisions on complaints relating to implementation of this Order, 2020 (amended from time to time) shall be taken by TAA limited to the CMD of CIL/Subsidiaries to the procuring entity.
- d) CIL/Subsidiary may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- e) False declarations will be debarring of the bidder or its successors for a period up to two years as per Guidelines on debarment of firms from bidding along with such other action as may be permissible under law.
- f) A supplier who has been debarred by any procuring entity for violation of the Order shall not be eligible for preference under the Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed below.
- g) The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
  1. The fact and duration of debarment for violation of the Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
  2. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
  3. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

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

- In case of procurement of all goods, services or works in respect of which the Nodal Ministry of department has communicated that there is a sufficient local capacity and local competition, only Class-I local supplier as defined under the said order, shall be eligible to bid irrespective of purchase value.
- In procurement of all goods, services or works, not covered by sl. No.1 above and with estimated value of purchases less than Rs.200 crore in accordance to Rule 161 (iv) of GFR 2017, Global tender enquiries shall not be issued except with competent approval as designated by Department of Expenditure. Only Class-I local supplier and Class-II local supplier as defined under the order, shall be eligible to bid in procurements undertaken by procuring entities, except when global tender enquiries have been issued. In global tender enquiries, Non-local suppliers shall also be eligible to bid long with Class-I local suppliers and Class-II local suppliers.
- Procurements where the estimated value is less than Rs. 5 lakhs, shall be exempted from the Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

## VI. Reciprocity Clause

1. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GEM *for appropriate reciprocal action*.
2. Entities of countries which have been identified by the nodal ministry/departments not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India (including CIL and its Subsidiaries) for all items related to that nodal Ministry/

Department, except for the list of items published by the Ministry/ Department permitting their participation.

3. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

VII. Manufacture under license/ technology collaboration agreements with phased indigenization

a) While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

b) In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. CIL/Subsidiary while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. CIL/ Subsidiary shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

Scanned copy of documents to be uploaded by bidder(s) in support of information / declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document.

9. Submission of Bid:

a. (i). In order to submit the Bid, the bidders have to get themselves registered online on the e- Procurement portal of CIL (<https://coalindiatenders.nic.in>) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person. The bidder is one whose name will appear as bidder in the e-Procurement Portal.

(ii). The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions, Integrity Pact and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed/accepted.

(iii). The bidders have to accept unconditionally in GTE (General Technical Evaluation) the Undertaking at Annexure VII regarding Genuineness of the information furnished by him on-line & authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility criteria etc. and Annexure VIII (Letter of Bid). No recycling will be done for this document i.e. no further clarification will be sought from bidder.

Moreover, the following documents shall be considered from the Bidder's space/ My Document and recycling may be done for these documents **i.e. further clarification may be sought from bidder –**

S No	Document	Scanned copy of documents uploaded by bidder in Bidder's space/ My Document
1	2	3
1	Permanent Account Number (Ref. Clause No.8(C) of NIT)	PAN card issued by Income Tax department, Govt. of India.  In case of JV, PAN card for each Indian partner of JV and Verifiable Tax Residency Certificate of respective country for each foreign partner or JV itself.
2	Goods and Services Tax (GST) Status of Bidder (Ref. Clause No.8(D) of NIT and BOQ)	<p>The following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ sheet:</p> <p>a) Status: <u>GST Registered Bidder under regular scheme</u></p> <p>Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.</p> <p>b) Status: <u>GST Registered Bidder under composition scheme</u></p> <p>Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.</p> <p>c) Status: GST unregistered bidder:</p> <p>Document: A Certificate having 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.</p> <p><b>[In case of JV, Bidder should submit scanned copy of GST status of Lead Partner only or GST Certificate of JV itself]</b></p> <p><b>Note:</b> i) If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST registration as per GST Act and rules.</p>

3	Legal Status of the bidder	<p><u>Document(s) covered under any one of the following sub-head(s):</u></p> <ol style="list-style-type: none"> <li>1. Affidavit or any other document to prove proprietorship/Individual status of the bidder.</li> <li>2. Partnership deed containing name of partners.</li> <li>3. Memorandum &amp; Article of Association with certificate of incorporation containing name of bidder.</li> <li>4. The following documents in respect of Legal Status of a JV Bidder shall be uploaded in Bidder's Space by the JV Bidder:             <ol style="list-style-type: none"> <li>i. Scanned copy of JV Agreement containing name of partners and lead partner, Power of Attorney to the lead partner and share of each partner as per Annexure-X</li> <li>ii. Power of attorney of the respective partners from the Board of Directors of the concerned Company, or from the partners of the entity, or from the proprietor, authorizing the signatory of JV agreement on behalf of them.</li> <li>iii. The document(s) (any of them as applicable) regarding legal status of all the individual partners of JV mentioned below:                 <ol style="list-style-type: none"> <li>a) Affidavit or any other document to prove Proprietorship/Individual status of the Bidder. OR</li> <li>b) Partnership deed containing name of partners.  OR</li> <li>c) Memorandum &amp; Article of Association with certificate of incorporation containing name of Bidder.</li> </ol> </li> </ol> </li> </ol>
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**Confirmatory Documents:** All the confirmatory documents as enlisted in the NIT in support of online information submitted by the bidder are to be uploaded in Cover-I by the bidder while submitting his/her/their bid.

	Eligibility Criteria	Scanned copy of documents to be uploaded by bidder(s) in support of information/declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENTS)
1	2	3
1	Work Experience (Ref. Clause No.8(A) of NIT)	Satisfactory Work Completion Certificate issued by the employer against the experience of similar work containing all the information furnished by bidder on-line. Work order, BOQ, TDS may be sought during clarification or along with deficient documents as per clause 13(B), if felt necessary by the Tender Committee.  <i>(In case of JV, Satisfactory Work Completion Certificate against individual partner(s) including Lead Partner of JV as applicable as per details mentioned in clause No. 8.</i>
2	Financial Turnover (Ref. Clause No.8(B) of NIT)	Financial Turnover certificate having a Unique Document Identification Number (UDIN)with Institute of Chartered Accountants of India for last 3 (three) financial years issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India.  <i>(In case of JV, Turnover certificate for each individual partner of JV)</i>
3	Digital Signature Certificate (DSC)	If the bidder himself is the DSC holder bidding on-line then no document is required. However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder.
4	Undertaking by bidder on his/her/their Letter Head as per <b>Annexure - XIII.</b>	Undertaking regarding relatives as employees of company, Arbitration clause (in case of partnership firm), Local supplier status of the Bidder as per clause 8C of NIT, declaration w.r.t Make in India order dated 16.09.2020, Code of Integrity for Public Procurement (CIPP) and compliance w.r.t procurement from bidder of a country which shares a border with India etc.
Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.		

- a. **Letter of Bid (LoB):** The format of Letter of Bid is given at Annexure VIII of Tender document. This will be the covering letter of the bidder for his submitted bid. The bidders have to accept unconditionally the Letter of Bid in GTE (General Technical Evaluation) at the time of bid submission. No recycling will be done for this document i.e. no further clarification will be sought from bidder.

- b. **Price bid:** The Price bid containing the Bill of Quantity will be in Excel format and will be downloaded by the bidder and bidder will quote the rates for all items on this Excel file. Prior to quoting the rates in the BOQ file, the bidder will select the appropriate status from the following drop down list given in the BOQ:-
- I. Status: GST Registered Bidder under regular scheme
  - II. Status: GST Registered Bidder under composition scheme
  - III. Status: GST unregistered bidder

The rates quoted by the bidder will be excluding GST and GST component (to be paid by CIL / Subsidiary and/or the bidder) will appear as a separate entity. The component of GST will be taken by the system based on the status of bidder selected by the bidder during bid submission and with the pre-defined business logic given in the BOQ file by the department. This file will be digitally signed and uploaded by the bidder after ascertaining the correctness of facts and figures.

Thereafter, the bidder will upload the same Excel file during bid submission in cover-II. The Price-bid (excluding GST) will be in Item Rate or Percentage Rate or Mixed Rate[combination of Item Rate and Percentage Rate] BOQ format and the bidder will have to quote for all the tendered items. The Price Bid of the tenderers will have no condition. The price bid which is incomplete and not submitted as per instruction given in this document is liable for rejection.

#### **System for decision of L1 bidder**

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

##### **Case – 1: Supply for which INPUT TAX CREDIT (ITC) is not available to the Company.**

For calculation of Overall Bid Value, the GST [CGST, SGST/UTGST, IGST and GST (compensation to state tax)] to be paid by the bidder **or** by 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”.

Then share of GST to be paid by bidder shall be added with overall bid value to arrive at the Contract value. The Price-bids of the tenderers shall have no condition. The Price Bid which is incomplete and not submitted as per instruction given above is liable for rejection.

**Note: The bidder should select their GST category as per clause no. 8.D of NIT.**

#### **10. Bid Submission:**

All bids are to be submitted on-line on the website <https://coalindiatenders.nic.in>. No bid shall be accepted off-line unless otherwise specified.

#### **11. System Requirement:**

It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender website. Under any circumstances, CIL/ Subsidiary shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

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

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

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

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

## **13. Technical Evaluation of Tender:**

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

**Note:** 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..

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

- d. The tender will be evaluated on the basis of documents uploaded by bidder(s) online against the information/declaration furnished online and generated by the system as Bid Submission Confirmation Sheet.. The bidder(s) is/are not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
- e. In case the bidder(s) submit(s) requisite documents online as per NIT, then the bidder(s) will be considered eligible for opening of Price Bid.
- f. Seeking clarification shall be restricted to confirmation of submitted document/online information only and it should be only for one time for a period of upto 7 days. The clarification shall be taken in online mode in the e- Procurement portal of CIL only.
- g. In case bidder(s) fails to confirm the online submitted information(s)/ declaration(s) by the submitted documents as (B) above, their/his bid shall be rejected; however, if the confirmatory documents do not change eligibility status of the bidder in connection his submitted online information(s)/declaration(s), then his/their bid will be accepted for opening of Price Bid.
- h. After Technical evaluation of tender, "Technical Evaluation Summary" will be uploaded by the evaluator and price bid shall be opened on/after preschedule date and time mentioned in the NIT online in thee- Procurement portal of CIL. However, in case there is any extension of date and time of price bid opening, it shall be notified online and price bid shall be opened online on e-Procurement portal of CIL after rescheduled date and time.
- i. In case none of the bidder(s) complies the technical eligibility criteria as per NIT, then bidder(s) will be rejected online and re-tender (if required) will be done (with the same or different quantity, as per the instant requirement).
- j. If L1 bidder backs out (i.e. Techno commercially established L1 bidder), the EMD will be forfeited and the bidder will be debarred for minimum one (1) year from participating in tenders in CIL/ Subsidiary.

**Note:** In case If the defaulter L1 bidder is a Joint Venture(JV) firm, penal action against the JV will also be applicable to all the partners of JV.

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

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

- I. In the procurement of works which are divisible in nature, the following procedure shall be followed :-
  - i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract for full quantity will be awarded to L-1 at L-1 price by the Purchaser.
  - ii) If L-1 is not a Class-I local supplier, 50% of the order quantity shall be awarded to L-1. Thereafter, the lowest bidder among the Class-I local suppliers will be invited to match the L-1 price for the remaining 50% quantity subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such local supplier subject to his matching the L-1 price. In case such lowest eligible Class-I supplier fails to match the L-1 price or accept less than the offer quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L-1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on L-1 bidder.
- II. In the procurement of works which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:-

- i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract will be awarded to L-1.
- ii) If L-1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L-1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L-1 price.
- iii) In case such lowest eligible Class-I local supplier fails to match the L-1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L-1 price, then the contract may be awarded to the L-1 bidder.

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

**Verification of local content:**

- I. If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit either self-certification indicating the percentage of local content in the offered items in Undertaking as per format at **Annexure --**. They shall also give details of the location(s) at which the local value addition is made, if applicable.
- II. If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate with UDIN from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content.
- III. CIL/ Subsidiary may constitute committees with internal and external experts for independent verification of auditor's / accountant's certificates on random basis and in the case of complaints.
- IV. False declarations will attract Guidelines on Debarment of firms from Bidding for a period up to two year and with process in line with clause 20 of GTC.
- V. A local supplier who has been debarred by any procuring entity for violation of above order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

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

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

and Class-II local suppliers.

#### **L. Procurement from Micro and Small Enterprises (MSEs) (APPLICABLE FOR SERVICE NATURE OF TENDERS)**

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

ii) In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the work may be shared proportionately if the job can be split.

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

iii) Out of the 25% target of annual procurement from micro and small enterprises 3(three) percent shall be earmarked for procurement from micro and small enterprises owned by women. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, 3(three) percent sub- target so earmarked shall be met from other MSEs.

iv) Out of the 25% target of annual procurement from micro and small enterprises 4(four) percent shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste & Scheduled Tribe entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, four percent sub-target so earmarked shall be met from other MSEs.

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

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

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

- a. Micro Enterprise –Enterprise where the investment in plant and machinery or equipment does not exceed one crore Rupees and turnover does not exceed five core rupees.
- b. Small Enterprise- Enterprise where the investment in plant and machinery or equipment does not exceed ten crore Rupees and turnover does not exceed fifty core rupees.

vii) Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy.

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

ix) If MSE Bidder withdraws his offers after last date of bid submission or fails to sign the Agreement or commence the work as per Conditions of Contract then such Bidder shall be debarred for a minimum period of 1(One) year in line with provisions of Guidelines on Debarment of firms from Bidding.

x) If a bidder participates as a joint Venture (JV), the benefits as per Public Procurement Policy for MSEs Order-2012 shall not be applicable to them (Note: Applicable for Tenders for Services).

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

If number of bids received online is found to be less than 03(three) on end date of bid submission then the following critical dates of the Tender will be automatically extended for a period of four days ending at 17.00 hrs:

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

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

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

#### **Notes:**

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

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

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

#### **16. Refund of EMD:**

- g) If EMD is paid by the bidder in online mode (Direct Debit/NEFT/RTGS) then the EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the cases where EMD is to be forfeited).
- h) No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.
- i) If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason then it will be paid through conventional system of e-payment. For this purpose, if required, Tender Inviting Authority will obtain the Mandate Form from the Bidder.
- j) In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.

- k) If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender.
- l) At the option of bidder, the EMD of successful bidder (on Award of Contract) will be retained by CIL/ Subsidiary and will be adjusted to Performance Security Deposit.

#### **17. Site Visit:**

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

It shall be deemed that the Bidder has visited the Site/Area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he/she/they actually visits the Site /Area or not and has taken all the factors into account while quoting his/her/their rates.

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

The Bidder, in preparing the bid, shall rely on the site investigation report referred to in the bid document (if available), supplemented by any information available to the Bidder.

#### **18. Taxes and Duties:**

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

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

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

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

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

However, in case bidder/contractor is GST unregistered bidder/dealer or GST registered under composition scheme in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST

Compensation Cess on 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 contractor will have to produce a royalty clearance certificate from the District Authorities before full and final payment.

Further, where any damages or compensation becomes payable by either the Company or the bidder / contractor pursuant to any provision of this Agreement, appropriate GST wherever applicable as per the GST provisions in force shall also apply in addition to such damages or compensation.

Note:

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

**19. Cost of Bidding:**

The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible or liable for those costs.

**20. Technical Specifications:**

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

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

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

**22. Handing Over of Site:**

On completion of the work all rubbish, debris, brick bats etc. shall be removed by the contractor(s) at his/their own expense and the site cleaned and handed over to the company and he/they shall intimate officially of having completed the work as per contract.

**23. Deployment of Manpower and Machineries:**

The tenderer(s) will deploy sufficient number and size of equipments/machineries/vehicles and the technical/ supervisory personnel required for execution of the work.

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

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

**25. Canvassing in Tender:**

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

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

The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer electronically online on the e-procurement portal of CIL prior to expiration of the Bid validity period. The L-1 bidder will get the information regarding award of work on their personalised dash-board on-line. On receipt of Letter of Acceptance (LOA)/Work Order of the tender issued by the Company, the successful tenderer shall execute contract agreement in the company's prescribed form for the due fulfilment of the contract. Failure to enter into the required contract within the specified period in the work order shall entail cancellation of LOA/work order and forfeiture of the Earnest Money. In addition, the department may debar the bidder from participating in future bids for at least 12 months as per Guidelines on Debarment of firms from Bidding.

**27. Bid Validity:**

The validity period of the tenders shall be 120(One Hundred Twenty) days from the end date of bid submission. The validity period of tender shall be decided based on the final end date of submission of bids.

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

The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to take action as per clause No.28 (Modification and Withdrawal of Bid) of NIT.

**28. Modification and Withdrawal of Bid:**

Modification of the submitted bid shall be allowed on-line only before the deadline of submission of tender and the bidder may modify and resubmit the bid on-line as many times as he may wish. Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender. For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

a. 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 minimum 1 (one) year from participating in tenders in CIL/Subsidiary. The Price-bid of remaining bidders will be opened and the tender process shall go on.

b. 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 minimum 1 (one) year from participating in tenders in CIL/Subsidiary. The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:

- i. If the bidder withdrawing his bid is other than L 1, the tender process shall go on.
- ii. If the bidder withdrawing his bid is L-1, then re-tender will be done.

**Note:**

i). In case of above, a letter will be issued to the bidder by Tender Inviting Authority with the approval of Tender Accepting Authority (in case Board is Tender Accepting Authority then with the approval of CMD), stating that the EMD of bidder is forfeited, and this bidder is debarred for.....year from participating in tenders in CIL/Subsidiary. This letter will be circulated to all Areas and CIL/Subsidiary HQ and the updated list will be maintained by all Tender Inviting Authority/Evaluators.

ii). Penal action against clause (a) & (b) above will be enforced from the date of issue of such order. The standard operating procedure to handle withdrawal of bid after end date of submission shall be as per Clause no 29 (Standard Operating Procedure for Withdrawal of Bid) of NIT.

**29. Standard Operating Procedure for Withdrawal of Bid:**

**I. The Mode of withdrawal: -**

**A. Online Withdrawal of Bids:**

- c. The system of online withdrawal is available on the portal up to end date of bid submission, where any bidder can withdraw his/her bid which will attract no penal action from department side.
- d. The system of online withdrawal beyond end date of bid submission and till award of contract is also available but not fully functional and under development stage. Once it is developed and implemented only online withdrawal shall be considered except for some exceptional cases as mentioned in clause below.

**B. Offline Withdrawal of Bids :**

- c. A partner of bidder (in case of JV and partnership firms) whose DSC is registered on the e-Procurement portal can access the portal for online withdrawal but when there is a split in the business relationship, the partners whose DSC is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners may opt to use offline method of withdrawal of his/her offer (or express his disassociation from the bidder organization).
- d. Till a fully functional system of online withdrawal of bid (beyond end date of bid submission and till award of contract) is not developed and implemented, offline withdrawal shall also be considered.

**II. Acceptance of withdrawal by Tender Committee:**

- A. Every case of withdrawal under Clause I-(A) (b) and Clause I-(B) shall be put up to Tender Committee for deliberation and further course of action.
- B. The Tender Committee shall apply its due diligence to decide:
  - a. Whether the request for withdrawal of offer has been received from right source and authentic. For this purpose a letter is to be sent by registered post/speed post to the bidder on the address as given by him in the enrollment page of e-Procurement portal, allowing 10 days' time to confirm the withdrawal. If the bidder does not confirm the withdrawal within the stipulated period then it should be construed that there is no withdrawal of bid. In case the withdrawal/disassociation from the firm (Joint Venture or Partnership firm) has been submitted by any other partner then also the confirmation has to be sought from the bidder and if bidder wants to deny the withdrawal/disassociation from the JV or the partnership firm then the bidder shall be required to

furnish a legally acceptable document signed by all the partners of the firm to substantiate his claim.

- b. Whether the withdrawal is due to the reason other than to support any mala fide intention of any participating bidder such as participating or supporting a cartel formation etc.
- c. If the mala fide intentions in the withdrawal are apprehended then the tender should be cancelled apart from other penal action as per e-Procurement Manual for works and services of CIL and other guidelines/manuals of CIL.
- d. If no mala fide intentions in the withdrawal are apprehended then the penal action in line with the prescriptions of the e-Procurement Manual for works and services of CIL will be applicable.
- e. The Tender Committee may also obtain the opinion of legal department in order to ascertain the legal course of action in case of Clause II-(B)(b) and II-(B)(c) above.

**30. Postponement of scheduled date(s):**

The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.

**31. Public Enterprises preference:**

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

**32. Contract Agreement Document(s):**

This Tender Notice shall be deemed to be part of the Contract Agreement. The "General Terms & Conditions", Additional Terms & Conditions, Special Terms & Conditions (if any), Technical Specifications, drawings (if any) and any other document uploaded on portal as NIT document forms an integral part of this NIT and shall also form a part of the contract agreement as per clause 2 of General Terms and Conditions.

**33. Sub-letting of Work:**

No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department. The total value of subcontracted work should not exceed 25% of the contract price specified in the contract. Procurement of material, hiring of equipment or engagement of labour will not mean sub-contracting.

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

The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in-Charge/Designated Officer-in-charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge/Designated Officer-in-Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

**34. Prohibition of Child Labour engagement:**

The contractor/contractual Agencies must not engage any Child Labour during the course of execution of the contract work within the meaning and scope of the Child Labour Prohibition & Regulation Act-1986 and its relevant Act and Rules amended from time to time by the Govt. of India.

**35. Implementation of CMPF/EPF:**

The tenderer shall have to ensure implementation of CMPF/EPF, if applicable, in respect of the workers deployed by him as detailed in the tender document.

**36. Splitting up of the work:**

The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and to split up the work between two or more tenderer(s) or accept the tender in part and not in its entirety.

**37. Settlement of Disputes:**

Matters relating to any dispute or difference arising out of this tender and subsequent contract Awarded based on this tender, shall be dealt as per Clause No. 16- title-'Settlement of Disputes' of the 'General Terms and Conditions' of 'Conditions of Contract' of the tender document.

**38. Restrictions on Procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries:**

The guidelines as per order no.F.No.6/18/2019-PPD dt 23/7/2020 of Ministry of Finance, Gol as amended from time to time shall be applicable.

- 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 context) 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 herein before, 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 order F.No. 6/18/2019-PPD dated 23.07.2020 means :-
  - h. An entity incorporated, established or registered in such a country; **or**
  - i. A subsidiary of an entity incorporated, established or registered in such a country; **or**
  - j. An entity substantially controlled through entities incorporated, established or registered in such a country; **or**
  - k. An entity whose beneficial owner is situated in such a country; **or**
  - l. An Indian (or other) agent of such an entity; **or**
  - m. A natural person who is a citizen of such a country; **or**
  - n. A joint venture where any member of the joint venture falls under any of the above.
- IV. "The beneficial owner" for the purpose of (III) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), 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 the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has

ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the competent Authority.

**Note:**

1. (a) The intending bidders must accept unconditionally in GTE the Undertaking at Annexure-II in compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 and as amended from time to time of Ministry of Finance, Gol.

**AND**

(b) Valid registration from competent authority (if applicable). Registration should be valid at the time of submission of bid and at the time of acceptance of bids.

2. Guidelines issued by Gol regarding registration with Competent Authority and regarding exclusion from restriction may please be referred.

**39. Code of Integrity for Public Procurement (CIPP)**

The bidders/ contractors are required to abide the Code of Integrity for Public Procurement (CIPP) as given in the tender document at **Annexure .....**

40. Any corrigendum/date extension etc. in respect of above tender shall be issued in website <https://coalindiatictenders.nic.in> only. No separate notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.

**41. Integrity Pact (applicable for tenders with estimated cost more than Rs. 200 lakhs).**

Bidders are required to accept unconditionally the Pre-Contract Integrity Pact in GTE as per enclosed format, **Annexure V**

Name, address and contact No. of the Independent External Monitor (IEM) nominated for this tender:

Sl. No.	Name	Address	email Id
1.	Shri V.P. Haran, IFS(Retd.)	23, IFS Villas, P-6, Builders Area, Greater Noida, UP- 201310	Email ID: <a href="mailto:vpharan@yahoo.com">vpharan@yahoo.com</a> ,
2.	Shri Sunil Agrawal, IDSE (Retd.)	704, Divya Apartment, Sector-56, Plot 7, Gurugram- 122009	Email Id: s29agrawal@gmail.com

Staff Officer (Civil)  
Khadia Area,NCL  
Tender Inviting Authority

## INSTRUCTIONS TO BIDDERS

### 1. SCOPE OF BIDDER.

The Northern Coalfields Limited (referred to as Employer in these documents) invites bids for the work(s) as mentioned in the Notice. The Bidder should submit Bid for all the works mentioned in the NIT.

The successful Bidder will be expected to complete the Work(s) by the intended Completion period specified in the Bid document/Notice.

### 2. ELIGIBLE BIDDERS.

The Invitation for Bids is open to all Bidders including an individual, proprietorship firm, partnership firm, company registered under Companies Act, any legal entity or joint ventures. The bidders shall be eligible to participate only if they fulfill the qualifying criteria laid down separately hereinafter.

Deleted

Joint Venture: Two or three companies/contractors may jointly undertake contract/contracts. Each entity will be jointly and severally responsible for completing the task as per the contract (applicable for bids having estimated cost above Rs.2 Crores).

#### Joint Venture details:

Name of all partners of a joint venture (not more than 3):

1. Lead partner
2. Partner
3. Partner

**Note** - The participating share of JV Partners shall be as below;

- i) Lead Partner shall have at least 50% participating share in JV.
- ii) Other partner(s) shall have at least 20% participating share in JV.

Joint Venture must comply the following requirements:

- i) Following are the minimum qualification requirements for Joint Venture
  - a) The qualifying criteria parameter e.g. experience of the individual partners of the J.V will be as deliberated under cl.3.3(A) of ITB towards fulfillment of qualification criteria related to experience.
  - b) The qualifying criteria parameter e.g. financial resources (Turnover) of the individual partners of the J.V. will be added together, for the relevant period, and the total criteria should not be less than as deliberated under cl.3.3(B) of ITB towards fulfillment of qualification criteria related to financial turnover.
- ii) The formation of joint venture or change in the Joint Venture character/ partners after submission of the bid and any change in the bidding regarding Joint Venture will not be permitted.
- iii) The bid, and in case of a successful bid, the agreement, shall be signed so as to legally bind all partners jointly and severally and any bid shall be submitted with a copy of the Joint Venture Agreement providing the joint and several liabilities with respect to the contract.
- iv) The pre-qualification of a Joint Venture does not necessarily pre-qualify any of its partners individually

or as a partner in any other Joint Venture or association.

v) The bid submission must include documentary evidence to the relationship between Joint Venture partners in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the Joint Venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.

vi) One of the partners shall be nominated for being in charge of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners.

vii) The JV Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.

viii) The contract agreement should be signed by each Joint Venture Partners. Subsequent declarations/ letters/ documents shall be signed by lead partner authorised to sign on behalf of joint venture or authorised signatory on behalf of JV.

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

x) An entity can be a partner in only one Joint Venture. Bid submitted by Joint Venture including the same entity as partner will be rejected.

xi) The JV agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required to fulfill eligibility and also for the purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.

xii) The earnest money / Bids Security can be submitted by the Joint Venture / one or more partners of the joint venture.

xiii) The JV agreement must specifically state that it is valid for the project for which bidding is done. If JV breaks up mid-way before award of work and during bid validity period bid will be rejected.

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

xiv) JV agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.

xv) JV shall open a Bank Account in the name of JV and all payments due to the JV shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN/GSTIN, etc. in the name of the Joint Venture shall be submitted by JV before making any payment.

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

No sub-letting of the work as a whole by the contractor is permissible. Prior permission is required to be taken from the principle employer for engagement of sub-contractors in part work/ piece rated work. The total

value of subcontracted work should not exceed 25% of the contract price specified in the contract. Procurement of material, hiring of equipment or engagement of labour will not mean sub-contracting.

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

The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in-Charge/Designated Officer in charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge / Designated Officer in Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

### 3. QUALIFICATION OF THE BIDDER

The bidders shall be required to submit bid with all the information as sought online along with required documents.

All bidders shall submit the following information and documents with their bids:

- a. Copies of documents in support of legal status of bidder as per NIT; written power of attorney of signatory of the Bid to commit the Bidder.
- b. Experience of having successfully completed similar works in support of eligibility criteria during last seven years including monetary value and period as per e-Tender Notice.
- c. Average annual financial turnover during the last 3 (three) years ending 31st March of the previous financial year should be at least 30% of the estimated cost put to tender as mentioned in e-Tender Notice.  
(The "Previous Financial Year" shall be computed with respect to the e-Publication date of NIT).
- d. Permanent Income Tax Account No.(PAN) details as mentioned in e-Tender Notice.
- e. Document to support the status of bidder with respect to GST as mentioned in e-Tender Notice.
- f. The Bidder will have to submit a declaration in support of the authenticity of the credential submitted by him and also with other commitment along with the Bid in the form of an undertaking as per the format provided in the bid document.
- g. Two or three companies/contractors participating in the bid as Joint Venture should submit Firm-wise e.g. (i) participation details/contribution of each, (ii) Legal status of firm, (iii) PAN, (iv) GST registration Certificate/status and also (v). JV Agreement on non-judicial Stamp-paper as per given format.
- h. Any other document to support the qualification information as submitted by bidder.

To qualify for award of the contract –

#### A. Work Experience:

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

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

Or

Two similar **completed works** each costing not less than the amount equal to 50% of the estimated cost put to tender.

Or

One similar **completed work** costing not less than the amount equal to 80% of the estimated cost put to tender.

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

In all the above cases, while considering the value of completed works, the full value of completed work will be considered whether or not the date of commencement is within the said 7(seven) years period.

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.

For work experience bidders required to submit Satisfactory Work Completion Certificate issued by the employer against the Experience of similar work containing all the information as sought on-line.

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

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

Joint Venture, shall be allowed for participation in the bid with estimated cost above Rs. 2.0 Crores.

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

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

- a) In case of completion of single work of similar nature costing, not less than the amount equal to 80% of the estimated cost put to tender:-
  - i) Any of the JV partner/JV itself shall have the experience of having completed successfully a single work of similar nature equal to 80% of the estimated cost put to tender.  
Or
  - b) In case of completion of two works of similar nature each costing not less than the amount equal to 50% of the estimated cost put to tender :-
    - i) Either the JV itself/ Any one partner can match the above requirement.  
Or
    - ii) At least two partners should each have completed at least one work of similar nature each costing not less than the amount equal to 50% of the estimated cost put to tender.  
Or
  - c) In case of completion of three works of similar nature, each costing not less than the amount equal

40% of the estimated cost put to tender:-

- i) Either the JV itself/ Any one partner can match the above requirement.  
Or
- ii) Any two partners shall match the above requirement through completion of at least two work by one partner and one work by other partner of similar nature each costing not less than the amount equal 40% of the estimated cost put to tender.  
Or
- iii) All the three partners shall match the above requirement through completion of at least one work of similar nature each costing not less than the amount equal 40% of the estimated cost put to tender.

The above qualification criteria shall be met collectively by JV partners or JV itself.

The qualifying criteria parameter e.g. experience of the individual partners of the JV will be added together towards fulfilment of qualification criteria related to experience.

**Note:** This Work Experience criteria is not applicable for tenders with ECV below 50 lakhs.

#### **B. Financial Turnover:**

Average annual financial turnover during the last 3 (three) years ending 31st March of the previous financial year should be at least 30% of the estimated cost.

(The "Previous Financial Year" shall be computed with respect to the e-Publication date of NIT).

The intending bidder must submit Turnover certificate issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India.

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

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

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

- a. The lead partner shall have at least 50% share in the required average financial turnover, to qualify in the tender
- b. All other individual partners shall have at least 25% share in the required average financial Turnover , to qualify in the tender. (In case of JV, turnover certificate for each individual partners of JV)

**Note:** Financial Turnover criteria is not applicable for tenders with ECV below 50 lakhs.

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.

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

- (i) if they have made misleading or false representations in the forms, statements and attachments submitted as proof of the qualification requirements.

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

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

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 period of 12(twelve) months from the date of issue of such letter. In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.

## 5. COST OF BIDDING

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

## 6. SITE VISIT

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

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.

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

The bidder, in preparing the bid, shall rely on the site investigation report referred to in the bid document (if available), supplemented by any information available to the bidder.

## 7. CONTENT OF BIDDING DOCUMENTS

The set of bidding documents comprises the documents listed in the table below as issued online by the Employer and addendum/corrigendum issued in accordance with relevant provision.

- a. Notice Inviting Tender
- b. Instructions to Bidders;
- c. Conditions of Contract;
- d. Scope of work/Bill of Quantities;
- e. Forms of Securities and form of Article of Agreement.
- f. Pre contract Integrity Pact (if applicable)
- g. User portal Agreement
- h. Guidelines on Debarment of firms from Bidding
- i. Code of Integrity for Public Procurement (CIPP)
- j. Other document, if required.

## 8. CLARIFICATION OF BIDDING DOCUMENTS

The bidder may seek clarification on-line within the specified period. However, the management will clarify as far

as possible to the relevant queries.

The pre-bid meeting if applicable shall be held in the office of Tender Inviting Authority, on the scheduled date & time, if specified in the NIT. The purpose of the pre-bid meeting is to clarify the issues and to answer the questions on any matter that may be raised at that stage. Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidder and it shall be presumed that the bidder does not require any clarification. The management shall circulate proceedings of the pre-bid meeting, if held

## 9. AMENDMENT OF BIDDING DOCUMENTS (BE DELETED FOR NORMAL WORKS, APPLICABLE FOR SPECIALISED WORK)

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

Any addendum thus issued shall be part of the bidding documents and shall be displayed in the website. The bidder shall upload/ submit the same during bid submission.

To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may extend, as necessary, the deadline for submission of Bids, in accordance with Sub- clause 18.2 below.

Bidders are requested to look into website for any addendum as specified in the NIT.

NOTE:-Instructions to bidders shall not incorporate this provision in the Bid for normal civil engineering works.

## 10. LANGUAGE OF BID

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

## 11. Submission of Bid:

- a. All the bids are to be submitted online on e-procurement portal of CIL. No bid shall be accepted offline.
- b. In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person. The bidder is one whose name will appear as bidder in the e-Procurement Portal.
- c. The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions, Integrity Pact and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed/accepted.

The bidders have to accept unconditionally in GTE (General Technical Evaluation) the Undertaking regarding Genuineness of the information furnished by him on-line & authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility criteria, declaration w.r.t Make in India order dated 16.09.2020, Bid Security Declaration etc. and Letter of Bid. No recycling will be done for this document i.e. no further clarification will be sought from bidder.

d. **Letter of Bid:** The format of Letter of Bid is given at Annexure I of Tender document. This will be the covering letter of the bidder for his submitted bid. The bidders have to accept unconditionally the Letter of Bid in GTE (General Technical Evaluation) at the time of bid submission. No recycling will be done for this document i.e. no further clarification will be sought from bidder.

e. **Confirmatory Documents:** All the confirmatory documents as enlisted in the NIT in support of online information furnished by the bidder are to be uploaded in Cover-I & OID (Other Important Document, if applicable) by the bidder while submitting the bid online.

f. **Price Bid (in Cover-I/Cover-II):** The Price bid containing the Bill of Quantity will be in Excel format (password protected) and will be uploaded during tender creation. This will be downloaded by the bidder and he will quote the rates for all items on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in Cover-I/Cover-II. The Price-bid will be in Item Rate/Percentage Rate BOQ format and the bidder will have to quote for all the tendered items and the L-1 will be decided on overall quoted value. The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected. Any alteration/modification in the Excel format may lead to rejection of bid.

## 12. BID PRICES

Deleted

The Bidder shall fill-in rates and prices for all items of the works described in the Bill of Quantities (both in words and figures) and amount(s) calculated and totaled.

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

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

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

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

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

However, in case bidder/contractor is GST unregistered bidder/dealer or GST registered under composition scheme in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on 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, if any.

Further, where any damages or compensation becomes payable by either the Company or the bidder / contractor pursuant to any provision of this Agreement, appropriate GST wherever applicable as per the GST provisions in force shall also apply in addition to such damages or compensation.

**Note:**

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

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.

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

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

### **14. BID VALIDITY**

Bid shall remain valid for a period not less than 120 days from the end date of bid submission. A bid valid for a shorter period shall be rejected by the Employer.

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

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

The bidder shall furnish, as part of his bid, a Bid Security/Earnest Money of the amount as shown in e-Tender Notice for this particular work. Bid Security/EMD will be required to be deposited in the form as deliberated below: The bidder will have to make the payment of EMD through online mode only.

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

Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) will be exempt from the payment of earnest money (applicable only for Services tenders).

In case of exemption of EMD the scanned copy of document in support of exemption will have to be uploaded by the bidder during bid submission. However, this option is to be enabled only in those cases where the

exemption of EMD to some bidders is allowed as per NIT.

Demand Drafts/ Banker's cheque/ NEFT will be acceptable as Earnest Money/ Bid Security for tenders having estimated value below Rs. 2 lakhs.

15.2. Any bid, which has not been, submitted either with the requisite amount of EMD or the valid exemption document (as applicable) shall be summarily rejected by the employer as non-responsive.

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

The Bid Security / EMD of successful bidder may be retained and adjusted with performance security / security deposit at bidder's option.

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:
  - i. Sign the Agreement; or
  - ii. Furnish the required Performance Security

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

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

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

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

If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason, then it will be paid through conventional system of e-payment. For this purpose, bidder should submit E-Mandate form in format provided by company.

In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.

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

## 16. SIGNING OF BID

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

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

**17. Deleted****18. DEADLINE FOR SUBMISSION OF BIDS**

Bids shall be submitted online on the e-procurement portal of CIL within the stipulated date and time.

The Employer may extend the deadline for submission of Bids by issuing a corrigendum or an amendment, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.

If number of bids received online is found to be less than 03(three) on end date of bid submission then the following critical dates of the Tender will be automatically extended for a period of four days ending at 17.00 hrs::

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

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

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

Notes:

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

**19. LATE BIDS**

No Bid shall be received by the e-procurement portal after the deadline or the extended deadline, as the case may be.

**20. MODIFICATION AND WITHDRAWAL OF BIDS****For Single Cover System:**

Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many times as he may wish.

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

1. the EMD will be forfeited and
2. the bidder will be debarred for minimum 1(One) year from participating in tenders in CIL/Subsidiary.

The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:

- i). If the bidder withdrawing his bid is other than L 1, the tender process shall go on.
- ii). If the bidder withdrawing his bid is L-1, then re-tender will be done.

Note:

In case of above, a letter will be issued to the bidder by Tender Inviting Authority with the approval of Tender Accepting Authority (in case Board is Tender Accepting Authority then with the approval of CMD), stating that the EMD of bidder is forfeited, and this bidder is debarred for.....year from participating in tenders in CIL/Subsidiary. This letter will be circulated to all Areas and CIL/Subsidiary HQ. and the updated list will be maintained by all Tender Inviting Authority/Evaluators.

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

### **For Two Part System:**

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

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

- a. 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 minimum 1 (one) year from participating in tenders in CIL/Subsidiary. The Price-bid of remaining bidders will be opened and the tender process shall go on.
- b. 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 minimum 1 (one) year from participating in tenders in CIL/Subsidiary.

The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:

- i). If the bidder withdrawing his bid is other than L 1, the tender process shall go on.
- ii). If the bidder withdrawing his bid is L-1, then re-tender will be done.

Note:

i). In case of above, a letter will be issued to the bidder by Tender Inviting Authority with the approval of Tender Accepting Authority (in case Board is Tender Accepting Authority then with the approval of CMD), stating that the EMD of bidder is forfeited, and this bidder is debarred for.....year from participating in tenders in CIL/Subsidiary. This letter will be circulated to all Areas and CIL/Subsidiary HQ. and the updated list will be maintained by all Tender Inviting Authority/Evaluators.

ii). Penal action against clause (a) & (b) above will be enforced from the date of issue of such order.

\*Delete whichever is not applicable

## **21. BID OPENING**

Tender will be decrypted and opened online by the "Bid Openers" with their Digital Signature Certificates on the prescheduled date & time of Tender Opening.

## **22. PROCESS TO BE CONFIDENTIAL**

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. However, the Tender Status will be in public domain and anyone visiting the site can view it by identifying the tender.

It will be the bidder's responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract. Additionally, information shall also be sent by system generated e-mail and SMS at nodal points

(Date of bid opening, Requisition for Clarification on Confirmatory document from bidder(s), award of work etc.). No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of Confirmatory documents within prescribed time..

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

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

### 23. CLARIFICATION OF BIDS

To assist in the examination, evaluation, and comparison of Bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing. To assist in the examination, evaluation, and comparison of Bids, the Employer may, ask any Bidder for clarification of the Bidder's Bid, including breakup of unit rates. The request for clarification and the response shall be in online mode.

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

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

**Note:** 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. For example, if the bidder has submitted a contract without its completion/ performance certificate, the certificate can be asked for and considered. However, no new contract should be asked for so as to qualify the bidder

No document presented by the bidder after closing date and time of submission of bid will be considered unless otherwise called for as per clause 23.2 above.

### 24. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

- a. meets the eligibility criteria defined in Clause 3;
- b. has been properly signed;
- c. is accompanied by the required Bid security/ EMD Exemption Document (if applicable).
- d. is substantially responsive to the requirements of the Bidding documents.

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, the Employer's rights or the Bidder's obligations under the Contract; or
- c. whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

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

## **25. Deleted**

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

The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 24. Price bid of the bidder will have no condition.

The price bid which is incomplete and not submitted as per instruction given in the bid document will be rejected.

The evaluation of Bid, by the Employer shall be done as per Bid Prices as submitted by the Bidder in online Mode and subsequently downloaded from the e-procurement portal of CIL.

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

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 committees 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.

Bid evaluation shall be done after taking into consideration overall quoted price by the bidder and effect of Goods and Services tax (GST), GST Compensation Cess etc. as applicable. L1 will be decided based on cost to the company.

If the bid of the successful bidder is seriously unbalanced in relation to the estimate of the cost of work to be performed under the contract, the company may require the bidder to produce detailed price analysis for any or all items of the Bill of quantities to demonstrate the internal consistency of these prices with the construction method and the schedule proposed.

## **27. ABNORMALLY HIGH RATE & ABNORMALLY LOW RATE ITEMS.**

**PROVISIONS FOR DEALING WITH VARIATIONS IN RESPECT OF ABNORMALLY HIGH RATE AND ABNORMALLY LOW RATE ITEMS.**

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

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

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

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

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

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

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

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

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

## **28. AWARD CRITERIA**

Subject to Clause 29, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated acceptable Bid Price, provided that such Bidder has been determined to be:

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

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

Notwithstanding Clause 28, the Employer reserves the right to accept, negotiate or reject any Bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

## **30. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT**

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

The offline communication of LOA shall not be mandatory.

The notification of award (LOA/Work Order) will constitute the formation of the Contract.

The works should be completed as per period specified in the NIT from the Date of Commencement as defined in Clause 6.0 of General Terms and Condition.

The Agreement will incorporate all agreements between the Employer and the successful Bidder, work programme etc. within 30(thirty)days following the notification of award along with the letter of Acceptance and / or Work Order issued by department.

In case of failure to enter in to agreement within specified period or extended period on the written request of the bidder, if any, the department will take action as prescribed in Guidelines on Debarment of firms from Bidding along with forfeiture of Earnest Money. The bidder will also debarred from participating in re-tender.

No payment for the work shall be made before execution of this agreement.  
In the bidding process, the cause of rejection of Bid of any bidder shall be intimated to non-qualifiedbidder online and the Earnest Money shall be refunded to unsuccessful bidders as per relevant clauses.

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

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

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

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

### **31. PERFORMANCE SECURITY/SECURITY DEPOSIT**

- Security Deposit shall consist of two parts;
- a) Performance Security to be submitted at award of work and
  - b) Retention Money to be recovered from running bills.

The security deposit shall bear no interest.

For details refer cl.4 of General Terms of Conditions.

### **32. EMPLOYMENT OF LABOUR**

Contractors are to employ, to the extent possible (as per policy decision of the company valid from time to time), local project affected people and pay wages not less than the minimum wages as per minimum Wages Act or such other legislations or award of the minimum wage fixed by respective State Govt. or Central Govt. as may be in force.

Payment of Provident Fund for the workmen employed by him for the work as per the Law prevailing under provision of CMPF/EPF and allied scheme valid from time to time shall be responsibility of the contractor. The contractor needs to ensure that the employee has become a member of any of the provident fund as the case may be and the unique membership number of the CMPF/EPF or Allied Scheme needs to be submitted to Employer.

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

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

**Maximum likely number of workmen to be deployed per day –CIVIL-43.**

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

The contractor's workmen shall be paid through Bank.

The contractors shall register themselves on the Contract Labour Payment Management Portal (CLPMP) of CIL within 30 days of issue of work order and will have to enter and update periodically the following details in the portal:

- a. Work Order details
- b. Details of Contractor workers and payment of wages in respect of each Work Order each month.

All the contract workers shall be covered with the Bio-metric attendance system for payment of wages.

NOTE: In case company decides/ circulates separate wages for underground works / for works within mine premises, the same may be allowed based on appropriate circular. Clause 32.1 shall stand amended to this extent before notification of bid.

### 33. LEGAL JURISDICTION

35.1 Matter relating to any dispute or difference arising out of this Bid and subsequent contract awarded based on the bid shall be subject to the jurisdiction of local court only where the subject work is to be executed.

### 34. DOWNLOADING BID DOCUMENT FROM WEB-SITE.

- i) The bidders will download the Bid documents from the website. The company shall not be responsible for any delay/ difficulties/ inaccessibility of the downloading facility for any reason whatsoever. The downloading facility shall be available as soon as the bid is notified.
- ii) The bid document as available online on the e-procurement of CIL shall always prevail and will be binding on the Bidders. Any claim on account of any deviation with respect to this online Bid document from the Bidder side shall not be entertained.

### 35. E-PAYMENT

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

### 36. INTEGRITY PACT (APPLICABLE FOR BIDS WITH ESTIMATED COST EXCEEDING (more than Rs. 200 lakhs/ as decided by CIL/ Subsidiary).

Bidders are required to accept unconditionally in GTE (General Technical Evaluation) the pre-contract integrity pact as per enclosed format along with the bid.

**37. CHANGES IN FIRMS CONSTITUTION TO BE INTIMATED**

Prior approval in writing of the Company shall be obtained before any change is made in the constitution of the contracting agency. If prior approval is not obtained the same will be treated as a breach of contract.

**38. MISCELLANEOUS.**

The bidders should fill the bid document properly and carefully. They should avoid quoting absurd rates. Throughout the bidding documents, the terms 'bid' and 'tender' and their derivatives are synonymous. Provisions related to instructions to bidder shall be a part of agreement.

**CHECK LIST FOR SUBMISSION OF BID.**  
(Specimen only, subject to improvement)

- 1) Earnest Money exemption document, if applicable.
- 2) Constitution / Legal status of Bidder including place of Registration and Principle place of business e.g. Certificate of Incorporation in the name of bidder, Memorandum of Association, Articles of Association, Partnership Deed, affidavit in case of proprietary-firm and Authorization / Power of Attorney of Bid Signatory.
- 3) Joint Venture details including original JV Agreement and details covering 2 above for JV Partners – if applicable.
- 4) Details of Permanent Account No. (PAN).-  
In case of JV, PAN card for each Indian partner of JV and Verifiable Tax Residency Certificate of respective country for each foreign partner or JV itself.
- 5) Details related to fulfillment of Eligibility Criteria.
  - a. Certificate of completion of similar work, if applicable
  - b. Work order, BOQ, TDS for the work(s), if applicable
  - c. Financial Turnover certificate of last 3-years, if applicable
- 6) Document to support the GST status of bidder  
(In case of JV, Bidder should submit scanned copy of GST status of Lead Partner only or GST Registration Certificate of JV itself)
- 7) Undertaking on Bidder's letterhead as per enclosed pro-forma.
- 8) Price Bid comprising of priced Bill of Quantity duly filled in

**Note:** If a bidder participates as a joint Venture (JV), the benefits as per Public Procurement Policy for MSEs Order-2012 shall not be applicable to them (Note: Applicable for Tenders for Services).

**GENERAL TERMS AND CONDITIONS**

**1. Definitions**

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

“rate contract” and “framework contract”.

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

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

- xiii) The word "**Contractor/ Contractors**" wherever occurs means the successful bidder /bidders who has/have deposited the necessary Earnest money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or Company, as the case may be and any constitutional, or otherwise change of which shall have prior approval of the employer.
- xiv) "**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.
- xv) The term "**Sub-Contractor**" as employed herein, includes those having a direct contract with Contractor either on piece rate, item rate, time rate or any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplies materials.
- 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 Civil Engineering cadre/ discipline who is competent to direct supervisors and authorised to be in charge of the works for the purpose of this contract. The Engineer-in-Charge /Designated Officer in Charge, who is of an appropriate seniority, will be responsible for supervising and administering the contract, certifying payments due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. The Engineer-in-Charge /Designated Officer in Charge may further appoint his representatives i.e. another person/Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under their Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned, will be that of the Engineer-in-Charge/Designated Officer in Charge.
- xviii) A "**Day**" shall mean a day of 24 hours from midnight to midnight.
- xix) The "**Work**" shall mean the works required to be executed in accordance with the contract/work order or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- 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 case of turnkey / lump sum contracts the total sum for which tender is accepted by the company.
  - b) in the case of other types of contracts the total sum arrived at based on the individual rate(s) / percentage rate(s) quoted by the tenderer for the various items shown in the Schedule of

Quantities" of the tender document as accepted by the Company with or without any alteration as the case may be.

- 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 contractors firm or to an office of the company for whom it is intended, or if delivered at or sent by registered mail / e-mail to the last business address known to him who gives the notice.
- 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 Civil Engineering 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 contractor 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.
- ix) Safety Code etc. forming part of the tender,
- x) Integrity Pact ( If applicable ).
- (x) Guidelines on Debarment of firms from Bidding.
- (xi) Code of Integrity for Public Procurement (CIPP)
- (xii) Any other document if required.

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

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

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

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

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

The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in-Charge / Designated Officer in charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge / Designated Officer in Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract. The total value of subcontracted work should not exceed 25% of the contract price specified in the contract. Procurement of material, hiring of equipment or engagement of labour will not mean sub-contracting.

#### **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.

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.

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

#### **Security Deposit:**

Security Deposit shall consist of two parts;

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

The security deposit shall bear no interest.

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

- Payment through NEFT/RTGS in the designated account of CIL/Subsidiary as indicated in the LOA/WO
- 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 Singrauli or branch at Kolkata  
Bank Guarantee against Performance Security shall be applicable if the amount of Performance Security exceeds Rs. 5.0 lakhs.
- Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner.

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

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

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

- (a) at Bidder's option by a Scheduled 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 IFN760COV or IFN767COV message type for getting the BG advised through our bank. Also issuing bank should mention “\_\_\_\_\_” in field no. “7037” of IFN760COV or IFN767COV. 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: ICICI Bank Ltd.

Branch: Singrauli Branch, Plot No. 86 Opp.-Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889

IFSC Code: ICIC0003529

Account No. ICICI BANK LTD - A/c No. 352905000016

SFMS Field No.	Details
7035	IFSC Code: ICICOO03529
7036	ICICI BANK LTD - A/c No. 352905000016
7037	NCL540172593

Original copy of the Bank Guarantee issued by the Issuing Bank shall be sent by the issuing bank to Civil Engineering Division of \_\_\_\_\_(CIL/Subsidiary).

In case the successful bidder fails to submit the Performance Security within the stipulated time then the following action shall be taken:

- I. Cancellation of award of work.
- II. Forfeiture of earnest money/bid security.
- III. Any due amount to the contractor against the work done shall be treated as part of damages suffered by the company and shall not be paid to the contractor.
- IV. The company shall debar such defaulting contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter. 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 contractor 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 case of a JV, the Performance Security can be submitted by the Joint Venture / one or more partners of the joint venture.

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

Submission of Performance Security is not required for tenders having Estimated Value put to tender upto Rs. 2.00 lakhs (incl. GST). 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).

**5% Performance Security shall be refunded after successful completion of 3 years maintenance period after the construction period with the issue of defectliability certificate (taking over certificate with a list of defects).**

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

Retention Money may be refunded against equivalent Bank Guarantee, on written request of the contractor, on its accumulation to a minimum amount of Rs 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 Cl.4.2.

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

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

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

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

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

**The other half (Retention Money) shall be refunded after successful completion of maintenance period of 5 years to the contractor after issue of No Defect Certificate by the Engineer-in-Charge, 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 maintenance period of 5 years or on its due extension till completion of the rectification works as required.

NB: In case of Maintenance contracts, that ends with successful completion of work, where question of Defect Liability Period does not arise (e.g. sweeping / cleaning, horticulture, tank cleaning, jungle cutting, grass cutting, surface dressing etc.), the performance security and retention money (second part of bid security) can be released simultaneously after completion of work and taking over by department.

### **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.

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

Additional performance security shall be applicable if the bid price is below 15% of the justified price, finalized by the owner. The amount of such additional performance security shall be the difference between 85% of the owner's justified price and quoted price. Justified price in the subject tender is the updated estimated cost put to tender..

Additional performance security (APS) shall be furnished within 21 days of issuance of LOA by the successful bidder.

Failure to submit such additional performance security shall result into cancellation of the contract with forfeiture of earnest money.

Additionally, the company shall ban such defaulting contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter\*. In case of JV/Partnership firm, the banning shall also be applicable to all individual partners of JV/Partnership firm.

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

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

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

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

**Refund of Security Deposit regarding Specialized Item of Works (shall be applicable only when relevant item exists in the contract and shall be for 10% of value of such items in the contract or for 10% of value of contract with such specialized items only).**

a) For some specialized items of work such as anti-termite treatment, waterproofing work, kiln seasoned and chemically treated wooden shutters, or any other item of work deemed as such 'specialized' by Engineer-in-Charge that are entrusted to specialized firms or contractors who associate specialized agencies, the contractor / firm executing the work should be asked to give a specific guarantee that they shall be responsible for removal of any defects cropping up in these works executed by them during the guarantee period. The form of the guarantee to be executed by the contractors shall be as enclosed.

b) 10% security deposit (performance security and retention money) deposited / deducted from the bills of the contractors, relevant to the item(s), shall be refunded to him after expiry of Guarantee period. The security amount relevant to the item(s) of work, may be released after 12 months of completion of work against equivalent BG and furnishing Guarantee as at (a) above.

**Refund of security deposit for contracts with supply installation and commissioning of equipment i.e.with Mechanical & Electrical Works (shall be applicable only when relevant item exists in the contract)**

For some specialized contracts like Pump house, Intake well etc. there may be Civil works as well as Mechanical and Electrical works. For such works 10% as security deposit (performance security and retention money)-deposited / deducted from the bills of the contractors shall be refunded to him after expiry of guarantee period, which will be one year from the date of commissioning of equipment/ completion of work and/or rectification of any defect which may be detected in the individual equipment for the whole system under the contract, whichever is later.

In addition, all types of manufacturers guarantee/warranty wherever applicable are to be issued/ revalidated in the name of the owner by the contractual agency and will be covered with relevant counter guarantee.

Bank guarantees furnished against Performance Security and Retention Money shall be validated for a period 90 days beyond the guarantee period.

## 5. Deviations/Variations in Quantities and Pricing.

The quantities given in the "Schedule of Quantities" are based on estimates and are meant to indicate the extent of the work and to provide a uniform basis for tendering and any variation either by addition or omission shall not vitiate the contract.

The variation register may be maintained in SAP in electronic form to have a proper control over variations.

The company through its Engineer-in-Charge or his representative shall, without radically changing the original scope and nature of the work, under contract, have power to make any alterations in or additions to or substitution of the original specifications, drawings, designs and instructions that may appear to be necessary or advisable during the progress of the work.

The contractor shall be bound to carry out the work(s) in accordance with the instructions given to him in writing by the Engineer-in-Charge or his representative on behalf of the company. Such altered or additional or substituted work, which shall form part of the original contract, shall be carried out by the contractor on the same terms and conditions in all respects on which they agreed to do the main work and at the same rate/rates as are specified in the contract/ work-order. In case there are changes in ground levels from those shown in the approved drawings, they shall be agreed in writing, jointly by the contractor and EIC.

The right is reserved to cancel any items of work included in the contract agreement or portion thereof in any stage of execution if found necessary to the work and such omission shall not be a waiver of any condition of the contract nor invalidate any of the provisions thereof.

If the additional, altered or substituted work includes any class of work for which rate/rates is/are not specified in the contract/work order, rates for such items shall be determined by the Engineer-in-Charge as follows:

- a) In the case of percentage tenders, if the rate for the extra item of work executed is available in the company's approved SOR, it will be paid at the schedule rate plus or minus the accepted percentage as per contract.

However, if the extra item is not available in company's approved SOR, then the rate for such extra item(s) shall be dealt as at (c) below.

- b) In case of item rate tenders, the rate for extra item shall be derived from the rate for similar item or near similar item / class of work available in the agreement schedule of work or by analysis of rates as at below and the lower rate out of the above two shall be considered.

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

For derivation of rates based on analysis, the same shall be done by analysis on prevalent market rate of materials and labour based on standard norms of analysis of rate of C.P.W.D/ N.B.O.

- c) In the case of extra item(s) that are completely new, and are in addition to the items contained in the contract, the contractor may within 15 days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis. The Engineer-in-Charge shall determine the rate(s) by analysis based on prevalent market rate of material and labour and on standard norms of analysis of rate of CPWD / NBO.

- d) In case of combined tender with partly item rate for non-schedule items & partly percentage tenders for SOR items, the rate for extra item shall be derived as at (b) & (c) above in case of non-schedule items rates and in case of percentage rates for SOR items the rate for extra item shall be derived as at (a) above.

In case of any difference between the contractor and the Engineer-In Charge as to the fixation of rates, the

matter shall be referred to the accepting authority of the company i.e. GM(C) of the company or Staff Officer(C) for the work awarded at Company Hqrs. level and Area level respectively, whose decision shall be final and binding on the contractor.

Alteration in the quantities shall not be considered as a change in the condition of the contract nor invalidate any of the provision thereof provided that a deviation estimate / revised estimate / supplementary agreement for the item(s) involved is made. Such approval shall be from appropriate authority.

Payment for such deviated items [additional/ altered / substituted items of work of the agreement schedule] shall be made in the contractors running on account bills, till the revised estimate / deviation estimate regularizing these items are sanctioned by the competent authority of the company, at the provisional rates and shall not exceed :

a) 75% of the rate recommended by the Engineer-in-Charge to the accepting authority of the company i.e. GM(C) of the company or SO(C) of the Area, if the rate is directly available in the SOR of the company/ if the rate is derived from available rate of BOQ.

b) 50% of the rate recommended by the Engineer-in-Charge to the accepting authority of the company, i.e. GM(C) of the company or SO(C) of the Area, if it is analysed item rates based on prevalent market rates of materials and labour following CPWD / NBO norms.

Total payment for such extra items of work shall not exceed 10% of work order / agreement value / approved deviation estimate value. Also total payment including extra items of work shall not exceed the work order / agreement / approved deviation estimate value.

#### **PROVISIONS FOR DEALING WITH VARIATIONS IN RESPECT OF ABNORMALLY HIGH RATE AND ABNORMALLY LOW RATE ITEMS.**

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

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

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

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

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

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

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

For the purpose of operation, the following works shall be treated as works related to foundation, unless

otherwise defined in the contract.

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

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

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

- (i) In the proportion which the additional cost of the altered, additional or substituted work (in value) bears to the original tendered value plus.
- (ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

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

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

**Extension of AMC contracts (applicable only for AMC contracts)-**

The AMC Contracts shall be normally for two years or as specified in the NIT from the date of commencement. However, in exceptional cases of exigencies, CIL/Subsidiary reserves the right to *Extend the Contract* for a period of 30% of the contract period as specified in NIT or for a period of 08 months, whichever is lesser after due appraisal of performance at the end of the Contract on the same terms and conditions.

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

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

Immediately after the contract is concluded i.e. LOA / Work Order is issued, the Engineer-in-Charge and the contractor shall agree upon a detailed time and progress chart prepared based on BAR CHART/ PERT CPM techniques on the basis of a construction schedule submitted by the contractor at the time of executing contract showing the order in which the work is proposed to be carried out within the time specified in the LOA /work order.

For the purpose of this detailed time and progress chart, the work shall be deemed to have commenced on the expiry of 10\* (ten) days from the issue of Letter of Acceptance of Tender or 7(seven) days after handing over the site of work or handing over reasonable number of working drawings to the contractor or the period of mobilization allowed in the work order for starting the work in special circumstances, whichever is later. However, the Date of Commencement may be decided with mutual consent with the Contractor prior to the date as prescribed above.

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

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

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

If the contractor fails to complete the work and clear the site on or before the date of completion or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as compensation (Liquidated Damages):

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

OR

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

The aggregate of such compensation/ compensations shall not exceed:

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

OR

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

The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the company.

The LD will be applicable on the price as varied by the operation of the Price Variation Clause i.e. price variation amount shall be added/ deducted to the contract price for deriving the LD.

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

The company, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.

The company, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

In the event of such termination of the contract as described in clauses 6.2.2 or 6.2.3 or both, the company, shall be entitled to impose penalty/LD as deliberated at Clause 10. Additionally, the contractor shall be debarred from participating in the future tenders for a minimum period of 12 months.

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

The company may at its sole discretion, waive the payment of compensation on request received from the contractor indicating valid and acceptable reasons if the entire work is completed within the date as specified in the contract/work order or as validly extended date without stipulating any compensation for delay.

### Extension of Contract Time for completion

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

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

For delays arising out of Force Majeure, the bidder / contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the clauses of Force Majeure and neither company shall be liable to pay nor bidder / contractor shall be liable to claim extra cost (like increase in rates, remobilization advance, idle charges for labour and materials etc.) provided it is mutually established that Force majeure conditions did actually 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 contractor may experience delay or disruption due to his own actions or inaction, those of his sub-contractor or other contractors, those of CIL/Subsidiary or the engineer, or other causes. Such delays expose the non-performing party to various sanctions under the contract. These sanctions include extension of time, damages or default termination of the contract. While examining the request of the contractor for extension of time, the engineer shall consider all circumstances and 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; and
  - c) Inexcusable delay (contractor's own faults), which puts the full burden of responsibility on the contractor.
  - d) Concurrent delays - when two or more events responsible for delay overlap each other. The delays may be attributable to CIL/Subsidiary or the contractor or none, and fall in above categories. The eligibility for extension of time (EOT) should be determined by plotting each contributing concurrent delay on the critical path. CIL/Subsidiary should see that the concurrent delays do not result in unnecessary extra extension of time.
- C. Once the delay is categorised, it should then be determined not only whether the contractor is eligible for time extension but also whether sanctions, such as Liquidated Damage (LD) or default termination, can be imposed on the contractor.
- D. The time for completion of the work will be specified in the contract and it is understood that the completion of work within the time specified is an essential part of this contract. While ascertaining the reasons for delay beyond the control of the control of contractor, the following delays shall be considered as "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 contractor immediately upon the occurrence of such delay shall give notice in writing

to the Engineer-in-Charge and he shall be allowed a reasonable extension of time for completion in respect of delay caused by any of the below-mentioned circumstances-

- a) Force Majeure as defined at 6.4(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 contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work.
- f) Non-availability or breakdown of tools and plant to be made available or made available by the company.
- g) The execution of any modified or additional items of work or excess quantity of work.
- h) Any other causes which, at the sole discretion of the company, is beyond the control of the contractor
- i) Delay caused by any written instruction of the Engineer in Charge.
- j) Any circumstances which are wholly beyond the control of the contractor and unavoidable
- k) 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 contractor 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 contractor at site to record the various hindrances encountered during the course of execution.

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

G. Interim Extension of completion time may be granted by Tender Accepting Authority limited to GM(Civil)/HoD for HQ works and Area GM for area works as per provision of clause 6.4.1 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.

### **General Principles for Granting Extension of Time**

- i) At the time of issuing notice inviting tenders for a particular work the Engineer-in-Charge should specify the time allowed for completion of the work consistent with the magnitude and urgency of the work.
- ii) The time allowed for carrying out the work as entered in the contract shall be strictly observed by the contractor and shall be reckoned from the Date of Commencement of the work as given to the contractor.
- iii) The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract) on the part of the contractor.
- iv) To ensure good progress of work during the execution, the contractor shall meticulously follow the preset time and progress chart and in the event of slippages in one segment, all efforts will be made to liquidate the slippages in the next stages.

v) If the contractor shall desire an extension of time for completion of work on the grounds of his having been unavoidably hindered in its execution or on any other grounds as mentioned above shall make application to Engineer-In-Charge for extension of contract within a reasonable period prior to expiry of Contract Period (Preferably not later than 15 days prior to expiry of Contract Period). Engineer-In-Charge shall process the proposal based on the merit of the case for obtaining approval of Competent Authority. Such extension shall be communicated to the contractor in writing by the company through Engineer-in-Charge before the expiry of Contract Period.

vi) Engineer-in-Charge shall process extension of time for the completion of the work if the following conditions are satisfied:

- a) The contractor must apply to the Engineer-in-Charge in writing for extension of time.
- b) Such application must state the grounds which hindered the contractor in the execution of the work within the stipulated time.
- c) Such application must be made within a reasonable period prior to expiry of Contract Period (Preferably not later than 15 days prior to expiry of Contract Period).
- d) The Engineer-in-Charge must be of the opinion that the grounds shown for the extension of time are reasonable.

Vii) Deleted

viii) 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 contractor are not reasonable and declines to process the extension of time, the contractor may approach concerned SO (C) /GM ( C ) /Director ( As the case may be) whose opinion shall be final and binding on all concerned.

ix) 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.

x) In case the contractor does not apply for grant of extension of time before the expiry of contract period and the department wants the contractor to continue with the work beyond the stipulated date of completion, the Engineer-in-Charge can process proposal for extension of time even in the absence of application from the contractor as per the following guidelines :

- a) Whenever any hindrance comes to the notice of the In Charge of the work, he should at once make a note of such hindrance in the register kept at site. He should also make a report to EIC of the occurrence of such hindrance.
- b) The proposal for extension of time should be processed by EIC for obtaining the approval of Competent Authority ( Ref Cl (ix) above . This should be processed preferably 15 days prior to the expiry of Contract Period.
- c) If the orders of the higher authority are not received in time, he should extend the contract before the stipulated date actually expires so that the contract might remain in force but while communicating this extension of time, he must inform the contractor that this was without prejudice to Company's right tolevy compensation under relevant clause of the agreement. Such extension of time given by EIC shall be considered as fait-accompli in future.

xi) 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.

xii) When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the contractor or the Department or of both.

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

It therefore, follows that if the extension of time is issued /granted by the Engineer-in-Charge suo-moto as per provisions of Contract Agreement as per Cl 6.4.1(x) and such extension of time is accepted by the contractor, either expressly or implied by his actions before and subsequent to the date of completion, the extension of time granted by the Engineer-in-Charge is valid.

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

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

## 7. Material Supply & other facilities:

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

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

For the materials which the company has agreed to supply for the contract, the contractor shall give in writing of his requirements in accordance with the agreed phased programme to the Engineer-in-charge sufficiently in advance.

The value of materials so supplied shall be set off or deducted from the payment to be made for the items of work in which such materials have been consumed, or from any sum then due or to become due to the contractor thereafter.

\* The company will supply steel both reinforcement and structural and cement at the following rates inclusive of all taxes. The contractor shall bear all the cost for transportation; handling and storage from the issuing store of the company to contractor's work site store.

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

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

If the steel is issued by the department, the wastage of steel shall be the barest minimum. The wastage allowed from theoretical quantity will be upto a maximum of 5% to cover the wastage due to cutting into pieces, bending and other factors. No cut pieces or scrap less than 2 mtr. in length will be taken by the department. Efforts should

be made to use the cut pieces of 2 mtr. or above length as far as possible.

If the wastage of steel is more than the permissible variation mentioned above the cost of excess wastage made by the contractor shall be recovered at double the issue rates indicated above, or 115% of prevailing market rate along with GST and any other Tax applicable during the period of work, whichever is more.

No allowances shall be entertained on account of Rolling Margin for the steel either issued by the department or procured by the contractor.

If the cement is issued by the department, the variation of 5% will be permitted over the theoretical consumption of cement for value of work upto Rs.10.00 lakhs and 3% for value of work above Rs.10.00 lakhs. In the event of cement consumed is more/less than specified above, the recovery for the quantity of cement consumed in excess or less than the specified quantity shall be made at double the issue rate or 115% of prevailing market rate along with GST and any other Tax applicable during the period of work, whichever is more.

In case the department is not able to supply cement/steel as per the provisions of the contract, the Engineer-in-Charge may allow, with the approval of GM/HOD(Civil) of the company, the contractor in writing for procurement of cement/ steel from the approved sources and the extra on this account including transport charges, if any, over the issue rate shall be reimbursed to the contractor on production of authentic documents. Transportation of cement/ steel from the place of purchase to the site of work and proper storage of cement/steel at site shall be contractor's responsibility. He should maintain proper account of cement/steel issued/procured by him and should allow inspection of his godown and his cement/steel account by the concerned Engineer-in-charge or any other authorized officers of the company. Contractor should draw materials from the company on the basis of actual requirement as assessed by the Engineer-in-Charge on "as and when required" basis.

Recovery of cost of materials issued on sale A/c will be made as per actual consumption basis but the Engineer-in-Charge will have the discretion for making full recovery while processing a particular bill or asking for the return of the balance materials if the work is not progressing satisfactorily.

The contractor shall keep accurate record of materials issued by the company, maintain proper account for the materials received and consumed in the work and shall be open to check by the Engineer-in-Charge or his authorized representative. The contractor shall ensure that such materials are consumed for the contract works only and the Register for the aforesaid account shall be signed both by the representatives of Engineer In Charge and the contractor.

All materials, tools and plants brought to site by the contractor including the materials supplied by the company shall be deemed to be held in lien by the company and the contractor shall not have the right to remove the same from the site, without the written permission of the Engineer-in-Charge. The company shall not however be liable for any loss, theft or damage due to fire or other cause during this period of lien, the responsibility for which shall lie entirely on the contractor.

The contractor shall bear the cost of loading, transportation to site, unloading, storing under cover as required etc. as may be necessary for the use and keeping the materials in good condition.

Any surplus materials issued by the company, remaining after completion or termination of the contract, shall be returned by the contractor at his cost to the place of issue and the Engineer-in-Charge shall accept the same at the rate not exceeding the rate at which these were originally issued taking into consideration the deterioration or damage, if any, that may have been caused during the custody of the contractor. In the event, the contractor fails to return the surplus materials out of those supplied by the company, the Engineer-in-Charge may, in addition to any other liability which the contractor would incur in this regard, by giving notice in writing require the contractor to pay the amount at double the issue rate for such unreturned surplus materials or 115% of the prevailing market rate along with GST and any other Tax applicable during the period of work, whichever is more.

On completion or on termination of the contract and on complete recovery of secured advance paid by the company, if any, in respect of materials brought to site, the contractor with due permission of the Engineer-in-Charge shall be entitled to remove at his expenses all surplus materials originally supplied by him and upon such removal, the same shall become the property of the contractor.

All charges on account of GST or any other applicable taxes, duties or levies on materials obtained for the works from any source (excluding materials supplied by the company) shall be borne by the contractor. This clause may be read in conjunction with 13 (ix) of condition of contract.

The contractor shall arrange necessary electricity at his own cost for the work and his own establishment. However, if available and feasible the company may arrange electricity at one point near the work site and necessary recovery of cost of energy consumed will be made at rates prescribed by the company from time to time. Energy meter for this purpose shall be provided by the contractor.

The contractor shall arrange necessary water for the work and his own establishment and nothing extra will be paid for the same. Such water used by the contractor shall be fit for construction purposes. However, if available and feasible the company may arrange water, at the written request of the contractor, to the extent possible, at one point near the work site for which recovery @ 1% of the contract value of work done will be made from the contractor's bills. The contractor shall make his own arrangement of water connection and laying of pipe lines from main source of supply. Department do not guarantee to maintain uninterrupted supply of water. No claim of damage or refund of water charges will be entertained on account of such break down.

Explosives, detonators and other inflammable materials shall not be used in the execution of the work at site by the contractor without prior written permission of the Engineer-in-Charge. Transportation and storage of such materials shall be done in specified manner in accordance with the law in force. The contractor shall also obtain license under such laws for, transportation, storage, use and all other operations, connected with the handling of the same.

## **8. Quality Assurance - Materials and Workmanship**

The contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work conforms strictly to the drawings, specifications, (as enclosed or in absence of enclosed specifications current CPWD/BIS specifications) instructions of the Engineer-in-Charge. The Engineer-in-Charge may issue, from time to time, further drawings, detailed instructions/ directions in writing to the contractor. All such drawings, instructions/directions shall be consistent with the contract documents and should be reasonably inferable there from, along with clarifications/ explanations thereof, if necessary. However, the contractor will be solely responsible for design and erection of all temporary structures required in connection with the work.

For Quality Assurances of all the Civil Engineering Works the norms/ guidelines laid down by the company herein and elsewhere will form part of the contract for the purpose of quality of works.

The contractor shall be responsible for correct and complete execution of the work in a workman like manner with the materials as per specification which shall be subject to the approval of the company. All work under execution in pursuance of the contract shall be open to inspection and supervision by the Engineer-in-Charge or by his authorized representative or any other official of higher rank or any other person authorized by the company in his behalf & the contractor shall allow the same.

All materials to be provided by the contractor shall be in conformity with the specifications/schedule of work as per the contract and the contractor shall furnish proof, if so required by the Engineer-in-Charge to his satisfaction that the materials do so comply.

The contractor shall immediately after the award of work draw up a schedule giving dates for submission of samples as required or necessary as per the specification for approval of Engineer-in-Charge who shall

approve, if found acceptable, promptly so that there is no delay in the progress of the work of the contractor or of the work of any of the sub-contractor.

On receipt of samples as per schedule, the Engineer-in-Charge shall arrange to examine/test with reasonable promptness ensuring conformity of the samples with the required specification and complying with the requirements as per contract documents keeping in view that the work shall be in accordance with the samples approved by him. The contractor shall be bound to furnish fresh sample, if disapproved by the Engineer-in-Charge, for his approval. The contractor shall not start bringing materials at the site unless the respective samples are approved. Materials conforming to approved samples shall only be brought to site *(Please refer Annexure-XIV of the NIT for compliance before execution of the work)*. However, Engineer-in-Charge's approval for any sample, design / drawings (permanent / temporary structures) shall not alter contractor's full responsibility whatsoever for the performance and safety of the executed job.

Samples are to be supplied by the contractor at his own cost. The cost involved in tests shall be borne by the contractor. If any test is ordered by the Engineer-in-Charge which is to be carried out by any independent person or agency at any place other than the site even then the cost of materials and testing charge etc. shall be borne by the contractor. If the test shows that the materials are not in accordance with the specifications, the said materials shall not be used in the work and removed from the site at contractors' cost.

The company, through the Engineer-in-Charge, shall have full powers to reject any materials or work due to a defect therein for not conforming to the required specification, or for materials not being of the required quality and standard or for reasons of poor workmanship or for not being in accordance with the sample

approved by him. The contractor shall forthwith remedy the defect/replace the materials at his expense and no further work shall be done pending such rectification/replacement of materials, if so instructed by the Engineer-in-Charge.

In case of default on the part of the contractor, the Engineer-in-Charge shall be at liberty to procure the proper materials for replacement and/or to carry out the rectifications in any manner considered advisable under the circumstances and the entire cost & delay for such procurement/rectification shall be borne by the contractor.

The Engineer-in-Charge shall be entitled to have tests carried out for any materials, according to the standard practice followed for such tests, other than those for which satisfactory proof has already been furnished by the contractor who shall provide at his expense all facilities which the Engineer-in-Charge may require for the purpose. All such expenses born by the contractor are not to be paid separately by the employer and shall be assumed covered in accepted prices.

The cost of any other tests, if so required by the Engineer-in-Charge, shall be borne by the company. However, if the test shows the workmanship or materials not to be in accordance with the provision of the contract or the instruction of Engineer-in-Charge the cost shall be borne by the contractor. .

Access to the works: The Engineer-in-charge and any person authorized by the company shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles are being obtained for the works and the contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

**Inspection of works:** i) No work shall be covered up or put out of view without the approval of the Engineer-in-charge or the Engineer-in-charge's representative or any other officer nominated by the company for the purpose and the contractor shall afford full opportunity for the EIC or EIC's representative or any other officer nominated by the company for the purpose to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. the contractor shall give due notice to the Engineer-in-charge's representative whenever any such work or foundations is ready or about to be ready for examination and the Engineer-in-charge's representative shall, without unreasonable delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining

and measuring such work or foundations.

ii) The contractor shall uncover any part or parts of the works or making openings in or through the same as the Engineer-in-Charge may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of Engineer-in-charge.

If any such part or parts have been covered up or put out of view after compliance with the requirement of sub-clause above and are found to be executed in accordance with the contract, the expenses of uncovering, making openings in or through and making good the same shall be borne by the Employer, but in any other cases all costs shall be borne by the contractor.

**Removal of Improper Work and Materials:**

i) The Engineer-in-charge shall during the progress of the works have power to order in writing from time to time:

a) The removal from the site, of any materials which in the opinion of Engineer-in-charge, are not in accordance with the contract/ work order/ approved sample.

b) The substitution with proper and suitable materials.

c) The removal and proper re-execution, notwithstanding any previous test thereof or interim payment there from, of any work which in respect of materials or workmanship is not in accordance with the contract.

ii) In case of default on the part of the contractor in carrying out such order, the Engineer-in -charge shall be entitled to employ and pay other agency to carry out the same and all expenses consequent thereon shall be recoverable from the contractor or may be deducted from any amount due or which may become due to the contractor.

**Devaluation of Work :** In lieu of rejecting work done or materials supplied not in conformity with the contract/work order/approved samples, the Engineer-in-charge or any other officer nominated by the company for the purpose may allow such work or materials to remain, provided the Engineer-in-Charge/ the officer nominated by the company is satisfied with the quality of any materials, or the strength and structural safety of the work, and in that case shall make such deduction for the difference in value, as in his opinion may be reasonable.

**Final Inspection of Work:** The Engineer-in-charge and any other officer nominated by the company for the purpose shall make final inspection of all work included in the contract/work order, or any portion thereof, or any completed structure forming part of the work of the contract, as soon as practicable after notification by the contractor that the work is completed and ready for acceptance. If the work is not acceptable to the Engineer-in-charge at the time of such inspection, he shall inform the contractor in writing as to the particular defects to be remedied before final acceptance can be made.

**Defects appearing after acceptance:** Any defects which may appear within the defect liability period and arising, in the opinion of the Engineer-in-charge, from lack of conformance with the drawings and specifications, shall, if so required by the Engineer-in-charge in writing, be remedied by the contractor at his own cost within the time stipulated by the Engineer-in-charge. If the contractor fails to comply, the Engineer-in-charge may employ other persons to remedy the defects and recover the cost thereof from the dues of the contractor.

**Site Order Book :** A Site Order Book is a Register duly certified by the Engineer-in-charge regarding number of pages it contains, each page being numbered, name of work, name of contractor, reference of contract/ work order and the aforesaid certificate should be recorded on its first page.

Site Order Books shall be maintained on the sites of works and should never be removed there from under any circumstances. It shall be the property of the company. The Engineer-in-Charge or his authorized

representative shall duly record his observations regarding any work which needs action on the part of the contractor like, improvement in the quality of work, failure to adhere to the scheduled programme etc. as per contract/work order. The contractor shall promptly sign the site order book and note the orders given therein by the EIC or his representative and comply with them. The compliance shall be reported by the contractor in writing to EIC in time so that it can be checked.

The Site Order Book will be consulted by the Engineer-in-Charge at the time of making both running on account and final bills of the contractor. A certificate to this effect should be given in the Measurement books by the Engineer-in-Charge or his representative.

**Samples and Testing of Materials:** All the materials to be procured by the contractor and to be used in work shall be approved by the Engineer-in-Charge in advance, and shall pass the tests and analysis required by him, which will be as specified in the specifications of the items concerned and or as specified by BIS or the IRC / MORTH standard specifications acceptable to the Engineer-in-Charge. The method of sampling and testing shall be as per the relevant BIS, IRC/ MORTH and other relevant standards and practices. Minor minerals like sand, stone chips etc. shall be conforming to relevant BIS standards. All bought out items including Cement and Steel shall be procured from such manufacturers who hold valid license conforming to relevant BIS standards for manufacturing of such items.

**Storage of Materials:** Materials shall be so stored as to ensure the preservation of the quality and fitness for the work. When considered necessary by the Engineer-in-charge, they shall be placed on wooden platforms or other hard, clean surfaces and not directly on the ground.

Materials shall be placed under cover when so directed and the contractor shall erect and maintain at his own cost temporary weather-proof sheds at the work site for the purpose. Stored materials shall be so located as to facilitate prompt inspection. All stored materials shall be inspected at the time of use in the work, even though they may have been inspected and approved before being placed in storage or during storage.

**Defective Materials:** All materials not conforming to the requirements of the specifications shall be considered as defective, and all such materials, whether in place or not shall be rejected. They shall be removed immediately by the contractor at his expenses and replaced with acceptable material.

No rejected material, the defects of which have been subsequently corrected, shall be used on the work until approval in writing has been given by the Engineer-in-Charge. Upon failure on the part of the contractor to comply with any instruction of the Engineer-in-charge made under the provisions of this article within the time stipulated by the Engineer-in-charge, the Engineer-in-charge shall have authority to remove and replace defective material and recover the cost of removal and replacement from the contractor.

Further all such defective material lying at site not removed and replaced within 30 days after issue of notice by the Engineer-in-charge, if the Engineer-in-charge so decides shall dispose off such material in any manner without any further written notice to the contractor.

## 9. Measurement and Payments

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

All items of work carried out by the contractor in accordance with the provision of the contract having a financial value shall be entered in the Measurement Book as prescribed by the company so that a complete record of the measurements is available for all the works executed under the contract and the value of the work executed can be ascertained and determined there from. Measurements of completed work / portion of completed

work shall be recorded only in the Measurement Books.

Measurement shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative.

Before taking measurements of any work, the Engineer-in-Charge or the person deputed by him for the purpose shall intimate the contractor to attend or to send his representative to attend the measurement. Every measurement thus taken shall be signed and dated by both the parties on the site on completion of the measurement. If the contractor objects to any measurements, a note to that effect shall be made in the Measurement Book / Log Book and signed and dated by both the parties.

The measurement of the portion of work/items of work objected to, shall be re-measured by the Engineer-in-Charge himself or the authority nominated by the company for the purpose in the presence of the contractor or his authorized representative and recorded in the M.B. which shall be signed and dated by both the parties. Measurements so recorded shall be final and binding upon the contractor and no claim whatsoever shall thereafter be entertained.

In case the contractor or his authorized representative does not attend to the joint measurements at the prefixed date and time after due notice, the measurements taken by the Engineer-in-Charge or his representative shall be final and binding on the contractor.

Measurement of the extra items of work or excess quantities of work duly authorized in writing by the Engineer-in-Charge shall also be taken and recorded in the M.B. based on the existing items in the SOR of the company and if such items do not exist in the company's SOR, the description of the work shall be as per actual execution. Payment for such extra items will be based on the rates to be derived as described in the relevant clauses of the contract/ work-order.

No work shall be covered up or put out of view without the approval by the Engineer-in-Charge and recording of measurements and check measurement thereof duly accepted by the contractor. The contractor shall provide full opportunity to the Engineer-in-Charge or his representative to examine and measure all works to be covered up and to examine the foundations before covering up.

The contractor shall also give notice to Engineer-in-Charge whenever such works or foundations are ready for examination and the Engineer-in-Charge shall without unreasonable delay arrange to inspect and to record the measurements, if the work is acceptable and advise the contractor regarding covering of such works or foundations.

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

**Payments:** The running on account payments may be made once in a month or at intervals stipulated in the work order/ contract agreement.

Running on account bill/bills for the work executed/ materials supplied in accordance with the work order/contract shall be prepared on the basis of detailed measurements recorded as described hereinbefore and processed for payments.

Payment of on account bill shall be made on the Engineer-in-Charge's certifying the sum to which the contractor is considered entitled by way of interim payment for the following:

a) The work executed as covered by the bill/bills after deducting the amount already paid, the security deposit

and such other amounts as may be deductible or recoverable in terms of the work order/ contract.

b) (i) Payment for excess quantity of work done with the written instructions of the Engineer-in-Charge for items already appearing in the bill of quantities of work with approved rates, will be made along with the on account bills only up to 10% of the quantity provided in the agreement subject to overall value of work not exceeding the agreement value.

(ii) The GM(Civil) of the company and / or the Staff Officer(C) of the Area may authorize interim payment for excess work done up to 20 % of the quantity of work provided in the Bill of Quantity of the work awarded from Company level and Area level respectively subject to overall value of work done does not exceed the contract value. This however, shall not be applicable for High Value Items.

c) Extra items of work executed will be paid on specific written authorization of GM(C) of the company or Staff Officer (Civil) of the Area provided that the value of such extra items of work when added together is not more than 10% of the contract value and the total gross payment including excess quantity does not exceed the contract value.

Balance amount on account of excess quantity and extra items of work executed shall be paid after the deviation estimate / revised estimate regularizing the extra items and excess quantities of work is sanctioned by the competent authority of the company with the concurrence of the Finance Department of the company.

On the Engineer-in-Charge's certificate of completion in respect of the work covered by the contract / final measurements of the work certified by the Engineer In Charge or his representative.

The measurements shall be entered in the M.B for the work done up to the date of completion and evaluated based on the approved rates for the items in the contract agreement/sanctioned revised estimate. In case of extra items of work, the rates shall be derived as stated in the relevant clause of the contract.

The payments shall be released against the final bill subject to all deductions which may be made on account of materials supplied, water supply for construction, supply of electricity and any other dues payable by the contractor to the company, and further subject to the contractor having given to the Engineer-in-Charge a no claim certificate.

The contractor shall indemnify the company against proof of depositing royalty on account of minor minerals used in the work before the final bill is processed for payments. The final payment to be made will also be subject to Clause-4.6 & 4.7 of the General Terms & Conditions of the contract.

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.

The company reserve the right to recover/enforce recovery of any overpayments detected after the payment as a result of post payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the contractor are the subject matter of arbitration or not.

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

The contractors are required to execute all works satisfactorily and according to the specifications laid down in

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

Payment Stage: 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 as at clause 1(vii) of the General Terms and Conditions, as a token of acceptance for payment of the bill. The EIC may sign in the abstract of the bill in the MB & the bill form. In between stage iii) and iv) accountal checking may be made by the concerned Accounts Officer/ Accountant.

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

#### **Secured Advance against Material brought to Site**

Secured advance on the security of materials (which are not combustible, fragile or perishable in nature) brought to the site but not yet incorporated in the works will be made up to 75 (seventy-five) per cent of invoice value, or the 75 (seventy-five) per cent of the corresponding value of the materials determined on the basis of BOQ rates, whichever is less, subject to the condition that their quantities are not excessive and shall be used within a period of 90 (ninety) days and subject to other stipulations in the contract. The contractor will be required to submit an indemnity bond as per prescribed Form of the company on non-judicial stamp paper of prescribed value, hypothecating the goods to the procuring entity, and also be responsible for their safe custody. Before the advance is released, the procuring entity may inspect the site to ensure that the Contractor has safeguarded the materials against pilferage and deterioration. It may be ensured that the contractor has not taken any loan/ limit from banks against hypothecation of the materials against which the secured advance is claimed. An undertaking in this regard may also be taken from the contractor.

Generally, as per the provisions of the contracts, the contractors are required to submit proof of cost of materials and the delivery of material at site while claiming such advances. The stock register should be maintained from the commencement of the contract and, unless otherwise prescribed in the contracts, the stock, so considered for advance, should generally be only paid stock (and not brought on credit). Where the materials are supplied from a captive source of the contractor, the reasonableness of the valuation of such materials may be ensured.

The advance will be repaid from each succeeding running bill (periodic/ interim payment) to the extent materials for which advance has been previously paid have been incorporated into the works.

This advance shall be recovered in four equal installments or as per consumption whichever is higher. Engineer-in-Charge shall recover at his discretion all or any part of secured advance paid, if in his opinion the work is not progressing satisfactorily or the security of these materials at site is not adequately taken care of by the contractor. In all cases, the repayment of the advance will be affected after expiry of a period of 120 days since payment of advance, whether the material is consumed in the work or not.

Secured advance shall be payable for contracts of value above Rs 1.00 Cr only.

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

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.

Building and Construction Workers Cess (as applicable in States) shall be payable by the contractor. If, however, the company is asked to make deduction from the contractor's bills, the same shall be done and a certificate to this effect shall be issued to the contractor for dealing with the State Govt. and the company does not take any responsibility to do anything further in this regard.

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 contractor:-

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

Or

b) commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer-in-Charge, then on the expiry of the period as may be specified by the Engineer-in-Charge in a notice in writing.

Or

c) 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 contractor shall continue to fulfil the contract to the extent not terminated.

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

a) If the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of Insolvency Act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors

amounting to proceedings for liquidation or composition under any Insolvency Act.

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

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

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

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 contractor or his representative of the work 7 (seven) days notice in writing for taking final measurement for the works executed till the date of cancellation or termination of the contract. The Engineer-in-Charge shall fix the time for taking such final measurement and intimate the contractor in writing. The final measurement shall be carried out at the said appointed time notwithstanding whether the contractor is present or not. Any claim as regards measurement which the contractor is to make shall be made in writing within 7 (seven) days of taking final measurement by Engineer-In-charge as aforesaid and if no such claim is received, the contractor shall be deemed to have waived all claims regarding above measurements and any claim made thereafter shall not be entertained.

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

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

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

Or

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

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

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

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

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

#### **Suspension of Work:**

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

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

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

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

#### **Foreclosure of contract:**

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

a) to pay reasonable amount assessed and certified by the Engineer-in-Charge of the expenditure incurred, if any, by the contractor on preliminary works at site e.g. temporary access roads, temporary construction for labour and staff quarters, office accommodation, storage of materials, water storage tanks and water supply for the work including supply to labour/ staff quarters, office etc.

b) to pay the contractor at the contract rates full amount for works executed and measured at site up to the date of such abandonment.

c) to pay for the materials brought to site or to be delivered at site, which the contractor is legally liable to pay, for the purpose of consumption in works carried out or were to be carried out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials. The materials to be taken over by the company should be in good condition and the company may allow at its discretion the contractor to retain the materials in full or in part if so desired by him and to be transported by the contractor from site to his place at his own cost with due permission of the EIC.

d) to take back the materials issued by the company but remaining unused, if any, in the work on the date of abandonment/reduction in the work, at the original issue price less allowance for any deterioration or

damage caused while in custody of the contractor.

e) to pay for the transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less.

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

## **11. Carrying out Part Work at Risk & Cost of Contractor.**

If the progress of the work or of any portion of the work is unsatisfactory, the Engineer-in-Charge, after giving the contractor 15 days' notice in writing, without cancelling or terminating the contract, shall be entitled to employ another Agency for executing the job or to carry out the work departmentally or contractually through tendering / limited tendering process, either wholly or partly, debiting the contractor with cost involved in engaging another Agency or with the cost of labour and the prices of materials, as the case may be. The certificate to be issued by the Engineer-in-Charge for the cost of the work so done shall be final and conclusive and the extra cost, if any, shall be borne by the contractor. However, when this clause is invoked, penalty will not be applicable other than on account of delayed completion.

The value of the work taken away shall be calculated for the items and quantities taken away at the agreement rates including price variation as applicable on the date, when notice in writing for taking away part work was issued to the contractor. The contractor, from whom part work is being taken out, shall not be allowed to participate in the tendering process if any.

If the expenses incurred by the department is less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

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

Note: In this case, the provisions like SPLT (Refer Clause No. 4.01.11 of Part I of MCEW) may be resorted to by CIL/ Subsidiary.

## **12. Completion Certificate / Defect Liability Certificate**

Except in cases where the contract provides for "Performance Test" before issue of Defect Liability certificate, in which case the issue of Defect Liability certificate shall be in accordance with the procedure specified therein, the contractor shall give notice of completion of work, as soon as the work is completed, to the Engineer-in-Charge. The Engineer-in-Charge and or any other Officer, nominated for the purpose by the company, shall within 30 (thirty) days from the receipt thereof, inspect the work and ascertain the defects/deficiencies, if any, to be rectified by the contractor as also the items, if any, for which payment shall be made at reduced rate.

If the defects, according to the Engineer-in-Charge are of a major nature and the rectification of which is necessary for the satisfactory performance of the contract, he shall intimate in writing the defects and instruct the contractor to rectify the defects/remove deficiencies within the period and in the manner to be specified therein. In such cases Defect Liability Certificate will be issued by the EIC after the above rectifications are carried out/ deficiencies are removed by the contractor to the satisfaction of EIC.

In the event there are no defects or the defects/ deficiencies are of a minor nature and the Engineer-in-Charge is satisfied that the contractor has already made arrangements for rectification, or in the event of contractor's failure to rectify the defects for any reason whatsoever, the defects can be rectified by the company departmentally or by other means and the 50% of the security deposit of the contractor shall be sufficient to cover

the cost thereof, he shall issue the Defect Liability Certificate ( Taking Over Certificate with list of defects ) indicating the date of completion of the work, defects to be rectified, if any, and the items, if any, for which payment shall be made at reduced rate indicating reasons there for and with necessary instructions to the contractor to clear the site/place of work or all debris/ waste materials, scaffoldings, sheds, surplus materials etc. making it clean.

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

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

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.

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

### 13. Additional Responsibilities of the Contractor(s)

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

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

ii) The contractor/contractors shall keep on the work site during the progress a competent and experienced Resident Engineer exclusively for the work and necessary assistants who shall represent the contractor(s). The contractor shall employ, on the site in connection with the execution and maintenance of the work, technical and managerial staff as mentioned below.

SI.No.	Value of Work	Manpower Requirement
1.	More than 10 Crores	One Resident Engineer (Degree Holder), Two Engineers (Diploma Holder)
2.	5 Crores to 10 Crores	One Resident Engineer (Graduate/ Diploma Holder), One Engineer (Diploma Holder)
3.	1 Crore to 5 Crores	One Resident Engineer (Graduate/ Diploma Holder)

For works below Rs.1 crore, the deployment of manpower shall be as assessed by Engineer.

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

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

Important instructions shall be confirmed to the contractor(s) in writing. If the contractor/contractors in course of the works finds/find any discrepancy between the drawing, forming part of the contract documents and the physical conditions of the locality or any errors or omissions in drawings except those prepared by himself / themselves and not approved by the Engineer-in-Charge. It shall be his/their duty to immediately inform the Engineer-in-Charge in writing and the Engineer-in-Charge shall verify the same. Any work done after such discovery and without intimation as indicated above will be done at the risk of the contractor/contractors.

iii) The contractor / contractors shall employ only competent, skillful and orderly men to do the work. The

Engineer-in-Charge shall have the right to ask the contractor/ contractors to remove from the work site any men of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within 3 (three) hours of such orders.

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

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

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

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

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

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

v) The contractor / contractors shall familiarize themselves with and be governed by all laws and rules of India and Local statutes and orders and regulations applicable to his/ their work.

vi) The contractor shall maintain all records as per the provision made in the various statutes including Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules, 1971, Minimum Wages Act, Workmen Compensation Act etc. and latest amendment thereof. Such records maintained by the contractor shall be opened for inspection by the Engineer-in-Charge or by the nominated representative of the Principal Employer.

vii) The contractor/ contractors shall provide facilities for the sanitary necessities of all persons employed on the work shall be constructed and maintained in the number, manner and place approved or ordered by the Engineer-in-Charge. The contractor/ contractors shall vigorously prohibit committing of nuisance at any other place. Cost of all works under this item shall be covered by the contractor/contractor's tendered rates.

viii) The contractor/contractors shall furnish to the Engineer-in-Charge or his authorized representative with work reports from time to time regarding the contractor / contractors organization and the progress made by him / them in the execution of the work as per the contract.

For Capital/ Specialized works with estimated value more than 10 Cr and more, the contractor has to submit project specific monthly progress report of the work in a computerized form (Management Information System Reports– MIS reports). The progress report shall contain the following apart from whatever else may be required to be specified:

- i) Project information, giving the broad features of the contract.
- ii) Introduction, giving a brief scope of the work under the contract and the broad structural or other details.
- iii) Construction schedule of the various components of the work, through a bar chart for the next three quarters for as may be specified, showing the milestones, targeted tasks and up to date progress.
- iv) Progress chart of the various components of the work that are planned and achieved, for the month as well as cumulative up to the month, with reasons for deviations, if any, in a tabular format.
- v) Plant and machinery statement, indicating those deployed in the work, and their working status.

- vi) Man-power statement, indicating individually the names of all the staff deployed in the work along with their designations.
- vii) Financial statement, indicating the broad details of all the running account payments received up to date, such as gross value of work done, advances taken, recoveries effected, amounts withheld, net payments, details of cheque payments received, etc.
- viii) A statement showing the extra and substituted items submitted by the contractor, and the payments received against them, broad details of the bank Guarantees, indicating clearly their validity periods, broad details of the insurance policies taken by the contractor, if any, the advances received and adjusted from the department, etc.
- ix) Progress photographs, in colour, of the various items/ components of the work done up to date, to indicate visually the actual progress of the work.
- x) Quality assurance and quality control tests conducted during the month, with the results thereof.
- xi) Any hold-up shall be specified.
- xii) Dispute, if any, shall also be highlighted.
- xiii) Monthly or fortnightly progress review by engineer and Procuring Entity with contractor may be necessary to ensure that contractor deploys sufficient resources to meet the deadlines.

ix) All duties, taxes (excluding Goods and Services Tax and GST Compensation Cess (If applicable) only) and other levies, royalty, building and construction workers cess (as applicable in States), whether local, municipal, provincial or central pertaining to the contract payable by the bidder/Contractor under the Contract (during the entire period of contract), or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST, 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 contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder. The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of contractor.

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

However, in case bidder/contractor is GST unregistered bidder/dealer or GST registered under composition scheme in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on 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, if any.

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

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

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

Further, where any damages or compensation becomes payable by either the Company or the bidder / contractor pursuant to any provision of this Agreement, appropriate GST wherever applicable as per the GST provisions in force shall also apply in addition to such damages or compensation.

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

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

xi) The contractor / contractors shall make their own arrangement for carriage of all materials to the work site at his/their own cost.

xii) The work shall not be sublet to any other party, unless approved by Engineer-in-Charge, in writing. Prior permission is required to be taken from the owner for engagement of sub-contractor in part work/ piece rated work.

xiii) a) No fruit trees or valuable plants or trees with trunk diameter exceeding 150mm shall be pulled, destroyed or damaged by the contractor/contractors or any of his/their employees without the prior permission of the company, failing which the cost of such trees or plants shall be deducted from the contractor/contractors dues at the rate to be decided by the company. The rates quoted are supposed to include clearance of shrubs and jungles and removal of such trees up to 150 mm dia., as will be permitted by the Engineer-in-Charge in writing.

b) Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the employer. The Contractor is to notify the Nodal Officer or his nominee of such discoveries and carry out the Nodal Officer or his nominee's instructions for dealing with him.

xiv) The contractor / contractors shall not pay less than the minimum wages to the labourer engaged by him/them as per Minimum Wages Act or such other legislation or award of the minimum wage fixed by the respective State Govt. or Central Govt. as may be in force. The contractor / contractors shall make necessary payments of the provident fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and allied scheme and Miscellaneous Provisions Act, 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be.

Payable statutory payments like PF & ESI contributions paid to the contract workers as applicable shall be reimbursed to the contractor on production of proof of payment limited to the maximum likely number of workmen to be deployed as indicated in the tender document. Such payments shall be made on quarterly basis

and shall not be included in the Contract Value.

xv) All accounts shall be maintained properly and the company shall have the right of access and inspection of all such books of accounts etc., relating to payment of labourer in online mode including payment of provident fund considered necessary.

xvi) The contractor shall in additions to any indemnity provided by the relevant clauses of the agreement or by law, indemnify and keep indemnified for the following:

a) The company or any agent or employee of the company against any action, claim or proceeding relating to infringement or use of any patent or design right and shall pay any royalties or other charges which may be payable in respect of any article or material included in the contract.

However, the amount so paid shall be reimbursed by the company in the event such infringement has taken place in complying with the specific directions issued by the company or the use of such article or material was the result of any drawing and/or specifications issued by the company after submission of tender by the contractor. The contractor must notify immediately after any claim being made or any action brought against the company, or any agent or employee of company in respect of any such matter.

b) The company against all claims, damages or compensation under the provisions of payment of Wages Act, 1938, Minimum Wages Act, 1948, Employer's Liability Act, 1938, The Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947, Mines Act

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

c) The company against all losses and claims for injuries or damages to any third party or to any property belonging to any third party which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and against all claims/demands proceedings/damages, cost charges and expenses whatsoever in respect of or in relation thereto.

xvii) The contractor is under obligation to hand over to the company the vacant possession of the completed building structures failing which the Engineer-in-Charge can impose a levy upon the contractor upto 5% of the total contract value for the delay in handing over the vacant possession of the completed works after giving a 15 (fifteen) days notice to the contractor.

xviii) **Insurance** - The contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for reasons which are beyond control of the contractor or act of God, e.g. flood, riots, war, earthquake, etc.) and shall at his own cost repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the contract and instructions of the Engineer-in-charge.

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

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

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

b). Where any company building or part thereof is used, rented or leased by the contractor for the purpose of storing or using materials of combustible nature, the contractor shall take separate insurance policy for the entire building and the policy shall be deposited with the company.

c) The contractor shall at all times during the tenure of the contract indemnify the company against all claims, damages or compensation under the provision of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages, or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.

d) The contractor shall ensure that the insurance policy/ policies is/are kept alive till full expiry of the contract by timely payment of premiums and it/they shall not be cancelled without the approval of the company and a provision is made to this effect in all policies, and similar insurance policies are also taken by his sub-contractors if any. The cost of premium shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.

e) In the event of contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the contractor is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due to the contractor.

**THE CLAUSE 13(xviii) SHALL BE APPLICABLE FOR WORKS OF ESTIMATED VALUE OF OVER Rs. 50 LAKHS.**

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

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

xx) On receipt of Letter of Acceptance of Tender / Work Order the contractor shall forthwith Register and obtain License from the competent authority under the Contract Labour (Regulation & Abolition) Act 1970, the Contract Labour (Regulation & Abolition) Central Rules, 1971 and submit certified copies of the same to the Engineer-in-Charge and the Principal Employer.

xxi) Deleted

xxii) The contractor shall, in connection with works, provide and maintain, at his own cost, all lights, security guards, fencing when and where necessary as required by the Engineer-in-Charge for the purpose of protection of the works, materials at site, safety of workmen and convenience of the public.

xxiii) All materials (e.g. stone, moorum and other materials) obtained in the course of execution of the work during excavation and dismantling etc. shall be the property of the company and the same may be issued to the contractors, if required for use in the works at the rates to be fixed by the Engineer-in-Charge.

xxiv) Unless otherwise specifically provided for, dewatering of excavation pits, working areas etc. shall be the contractor's responsibility and is to be carried out at his own cost as per instructions of EIC. The rates quoted by the contractor shall be deemed to include the dewatering costs.

xxv) Approval by the Nodal Officer/Engineer-in-Charge or his nominee: The contractor shall submit specifications and drawings showing the proposed temporary work to the Nodal Officer/Engineer-in-Charge or his nominee, who is to approve them if they comply with the specifications and drawings.

The contractor shall be responsible for design of Temporary Works.

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

xxvi) The contractor shall directly pay the ex-gratia amount of Rs.15.00 (Fifteen) lakhs to the eligible dependent family members of the deceased contractor'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.

In order to comply with the above provisions, contractor shall immediately on receipt of letter of acceptance/work order shall obtain group personal accident insurance in respect of all the workmen engaged in mining activities for payment of Rs.15.00(fifteen) 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 Contractor.

If the contractor 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 Contractor from his dues either in the same and/or other subsidiaries of CIL.

#### **14. Defects Liability Period:**

In addition to the defect/s to be rectified by the contractor as per terms of the contract/ work order, the contractor shall be responsible to make good and remedy at his own expense the defect/s mentioned hereunder within such period as may be stipulated by the Engineer-in-Charge in writing:

- a) Any defect/defects in the work detected by the Engineer-in-Charge within a period of 6 (six) months from the date of issue of Defect Liability certificate / completion certificate.
- b) In the case of building works or other works of similar nature any defect in the work detected by the Engineer-in-Charge within a period of 6 (six) months from the date of issue of Defect Liability certificate/ completion certificate or before the expiry of one full monsoon period i.e. June to September whichever is later in point of time.

A programme shall be drawn by the contractor and the Engineer-in-Charge for carrying out the defects by the contractor detected within the defect liability period and if the contractor fails to adhere to this programme, the Engineer-in-Charge shall be at liberty to procure proper materials and carry out the rectifications in any manner considered advisable under the circumstances and the cost of such procurement of materials and rectification work shall be chargeable to the contractor and recoverable from any of the pending dues of the contractors.

The defect liability period can be extended by the company on getting request from the contractor only for valid reasons.

There will be no defect liability period for works like Grass Cutting, Jungle Cutting, Surface Dressing & any other work of similar nature to be decided by the Engineer-in-Charge.

#### **15. Operating and Maintenance Manual:**

1. The Contractor is responsible to facilitate for obtaining Completion/ Occupancy Certificates/ Clearances and No-Objection-Certificates (NOCs), if applicable, from the local civic authorities, for completed Work and Facilities before handing over the same to 'Procuring Entity' for putting them to functional use.
2. Before the completed work is taken over by CIL/Subsidiary, it must ensure that the Contractor restores to original status - the auxiliary services/ facilities (Roads, Sewerage, utilities, including removal of garbage and debris) affected during the construction process.
3. The Contractor shall hand over to CIL/Subsidiary the completed Work including all Services and Facilities constructed in accordance with the Approved Plans, Specifications fulfilling all agreed techno-functional requirements along with Inventory, As built - Drawings, Maintenance Manual/ Standard Operating

Procedure (SOP) for Equipments and Plants, all clearances /Certificates from Statutory Authorities, Local Bodies etc. as directed by EIC before submission of final bill.

## 16. Settlement of Disputes.

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

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

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

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

If differences still persist, then matter shall be resolved through conciliation.

### Conciliation:

The party initiating conciliation shall send a written invitation to the other party to conciliate and proceedings shall commence when the other party accepts the initiations to conciliation. The parties may agree on the name of a sole conciliator or each party may appoint one conciliator. The conciliation shall assist the parties to reach an amicable settlement of their dispute. When the parties sign the settlement agreement, it shall be final and binding on the parties. The conciliator shall authenticate the settlement agreement and furnish a copy thereof to each party.

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

Disputes or differences relating to the interpretation and application of provisions of the commercial contract(s) between CPSEs/ Port Trusts inter se and also between CPSEs and Govt. Departments/ organizations (excluding disputes concerning 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) in the department of Public Enterprises. as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

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

### 16A Settlement of Disputes through Arbitration

(i) Normally, there should not be any scope of dispute between the employer (department) and the contractor after entering into a mutually agreed valid contract. However, due to various unforeseen reasons, disputes may arise during the progress of the contract between the employer (department) and the contractor.

Therefore, the conditions governing the contract shall contain suitable provision for settlement of such disputes / differences binding on both the parties.

(ii) Mode of settlement of such disputes/differences shall be through Arbitration. However, when a dispute/difference arises, then, depending on the position of the case, either the employer (department) or the contractor shall give notice to the other party of its intention to commence arbitration. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015.

(iii) Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued.

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

(v) Legal Advice:

While processing a case for arbitration, the purchase organization is to take legal advice, at appropriate stages from competent authorities viz their Legal Department.

(vi) Following clause shall be included in the General Conditions of the Contract (GCC):

### Sole Arbitration Clause:

In the event of any question, dispute or difference arising under these terms & conditions or any condition contained in this contract or interpretation of the terms of, or in connection with this Contract (except as to any

matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of a person, appointed to be the arbitrator by the Chairman, CIL/ CMD of Subsidiary Company (as the case may be). The award of the arbitrator shall be final and binding on the parties of this Contract.

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

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

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

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

(vii) Contracts with Partnership firm/ Joint Venture:

A partner is the implied authority to bind the firm in a contract coming in the purview of the usual business of the firm. The implied authority of a partner, however, does not extend to enter into arbitration agreement on behalf of the firm. Therefore, while entering into a contract with partnership firm /Joint Venture care should be taken to obtain consent of all the partners to the arbitration agreement.

A suitable clause for obtaining consent of all the partners to the arbitration agreement shall be included in the General Conditions of the Contract (GCC).

viii) In cases where CIL/ Subsidiary has challenged an arbitral award and as a result, the amount of the arbitral award has not been paid, 75% of the arbitral award (which may include interest up to date of the award) shall be paid by CIL/ Subsidiary to the contractor/ concessionaire against a Bank Guarantee (BG). The BG shall only be for the said 75% of the arbitral award as above and not for the interest which may become payable to CIL/ Subsidiary should the subsequent court order require refund of the said amount.

The payment may be made into a designated Escrow Account with the stipulation that the proceeds will be used first, for payment of lenders' dues, second, for completion of the project and then for completion of other projects of CIL/ Subsidiary as mutually agreed/ decided. Any balance remaining in the escrow account subsequent to settlement of lenders' dues and completion of projects of CIL/ Subsidiary may be allowed to be used by the contractor/ concessionaire with the prior approval of the lead banker and CIL/ Subsidiary. If otherwise eligible and subject to contractual provisions, retention money and other amounts withheld may also be released against BG.

The only circumstances in which such payment need not be made is where the contractor declines, or is unable, to provide the requisite bank guarantee and/or fails to open an escrow account as required. Persons responsible for not adhering to are liable to be held personally accountable for the additional interest arising, in the event of the final court order going against the procuring entity.

**17. E-way Bill:** The e-way bill required in connection with supply of goods or services, if any, shall be arranged by the supplier/vendor. However, the e-way bill will be arranged by CIL/Subsidiary if the supplier/vendor is unregistered one or if provisions of the relevant Act and the rules made there under specifically states that the e-way bill is required to be issued by recipient of goods.

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

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

## 20. Guidelines on Debarment of firms from Bidding-

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

1. Observance of Principle of Natural Justice before banning the business dealings with any contracting entity. The bidder/contractor shall not be debarred unless such bidder/contractor has been given a reasonable opportunity to represent against such debarment (including personal hearing, if requested by the bidder/contractor).
2. The terms 'banning of firm', 'Suspension', 'Blacklisting' etc. convey the same meaning as of 'Debarment'.
3. The order of debarment shall indicate the reasons(s) in brief that lead to debarment of the firm.
4. The contracting entity may be debarred from bidding in the following circumstances: -
  - i) Withdrawal of Bid as per relevant provisions of tender document.
  - ii) If L-1 Bidder fails to submit PSD, if any and/or fails to execute the contract within stipulated period.
  - iii) If L-1 Bidder fails to start the work on scheduled time.
  - iv) In case of failure to execute the work as per mutually agreed work schedule.
  - v) Continued and repeated failure to meet contractual Obligations: a. In case of partial failure on performance, agency shall be debarred from future participation in tenders keeping his present contract alive. b. On termination of contract.
  - vi) Willful suppression of facts or furnishing of wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means.
  - vii) Formation of price cartels with other contractors with a view to artificially hiking the price.
  - viii) The contractor fails to maintain/ repair/ redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.
  - ix) Contractor fails to use Mobilisation advance (if any) given to him for the purpose it was intended.
  - x) Contractor fails to renew the securities deposited to the department.
  - xi) The contractor fails to rectify any lapse(s) in quality of the work done within defect liability period. xii) Transgression of any clause(s) relating to Contractor's obligation defined in the Integrity Pact wherever such Pact exists.
  - xiii) Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.
  - xiv) If it is determined that the bidder has breached the Code of Integrity for Public Procurement (CIPP) as provided in the tender document.
  - xv) False declarations w.r.t Make in India Order.
  - xvi) In case of supply of substandard materials, sub-standard quality of work, non-execution of work, non-supply of materials, failure to abide by bid securing declaration (if any) etc. In case of price cartel, matter shall be reported to the Competition Commission and requesting, inter alia, to take suitable strong actions against such firms.
5. Such 'Debarment, if any when effected, shall be with prospective effect only. The effect of 'Debarment' shall be for future tenders from the date of issue of such Order. No contract of any kind whatsoever shall be placed to debarred firm after the issue of a debarment order by DoE/MoC/CIL/Subsidiary (as applicable) if such debarment has been done before the last date of bid submission. Even in the case of risk purchase, no contract should be placed on such debarred firms.

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

The contracts concluded i.e. issue of LOA/issue of work order, before the issue of the debarment order shall not be affected by the debarment orders.

6. In case CIL is of the view that a particular firm should be banned across all the Ministries/ Departments by debarring the firm from taking part in any bidding procedure floated by the Central Government Ministries/ Departments, CIL may refer the case to MoC with the approval of Chairman, CIL for referring the case DoE with a self-contained note setting out all the facts of the case and the justification for the proposed debarment, along with all the relevant papers and documents. This shall be done only in those case where debarment has been done across CIL and its Subsidiaries.
7. The debarment shall be for a minimum period of one year and shall be effective for the concerned Subsidiary for the tenders invited at Subsidiary level. Similarly, in case of tenders of CIL HQ, debarment shall be for CIL HQ. However, if such 'debarment' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required. The period of debarment shall not exceed 02(Two) years. In case of clause (4)(vi) & (xv) above, period of debarment shall be 02(Two) years.
8. Once a contracting entity is debarred, it shall be extended to the constituents of that entity, i.e. partners(jointly and severally) in case of Joint Venture, all the partners(jointly and severally) in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm. The names of partners should be clearly specified in the Debarment Order. If such debarred owner/Proprietor/ Partner make/form different Firms/entity and attempts to participate in tenders, the same shall not be entertained during the currency of such debarment. In case the contracting entity being debarred is a Company then only the Company shall be debarred.
9. The above 'Debarment' shall be in addition to other penal provisions of NIT/Contract document.
10. Debarment in any manner does not impact any other contractual or other legal rights of CIL and/or its Subsidiaries.
11. In case of shortage of firms (less than three eligible firms) in a particular group, such debarments may also hurt the interest of CIL and/or its Subsidiaries. In such cases, endeavour should be to pragmatically analyse the circumstances, try to reforms the firm and may get a written commitment from the firm that its performance will improve.
12. Approving Authority: The 'Debarment' of a contracting entity shall be done with the approval of the Competent Authority as per the details below: a) In case the Accepting Authority of the work is Board or Empowered Committee or FDs or CMD of CIL/Subsidiary Company, then the Competent Authority for debarment shall be CMD of CIL/Subsidiary Company. b) In case the Accepting Authority of the work is up to the level of Director of CIL/Subsidiary Company, then the Competent Authority for debarment shall be Director of CIL/Subsidiary Company.
13. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that period and it shall not be necessary to issue a specific formal order of revocation. A debarment order may be revoked before the expiry of the Order, by the competent authority, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.
14. Appellate Authority for debarment orders shall be CMD of CIL/ Subsidiary Company. In case the debarment is done with the approval of CMD of the Subsidiary Company then Chairman, CIL shall be Appellate Authority. The appellate authority in case debarment is done with approval of Chairman CIL, shall be CFD of CIL.
15. Any change on the above may be done with approval of FDs of CIL.
16. All the orders of debarment or orders passed in appeal shall be marked to GM(CMC) / Civil / concerned HODs of CIL/Subsidiary Company/ Application Admin of eprocurement portal of CIL/Nodal officers of Subsidiaries. Application Admin of e-procurement portal of CIL/Nodal officers of Subsidiaries shall maintain the master data

of such banned firms which shall be made available in the public domain (i.e. on the website of CIL/Subsidiaries/ e-Procurement portal of CIL).

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**ADDITIONAL TERMS AND CONDITIONS**

The following additional terms and conditions are also acceptable to the company. The tenderers are requested not to quote any further additional conditions in the tender.

**1. Mobilization Advance**

- i) No mobilization advance is payable for works whose estimated value is less than Rs 10 Cr. Mobilization advance shall be provided in certain specialized and capital intensive works as decided by CIL/subsidiary.
- ii) In the case of turnkey work whose estimated value is Rs 10 Cr and above a maximum of 10 % of the total contract value of work will be paid as mobilization advance subject to submission of Bank Guarantee equal to 110% of the advance amount. The mobilization advance shall be paid in two installments.
- iii) In case of other civil works valued Rs 10 Cr and above mobilization advance will be paid upto 5% of the contract value subject to submission of Bank Guarantee equal to 110% of the advance amount. The mobilization advance shall be paid in two installments.
- iv) Interest on mobilisation advance will be charged at the rate of CIL's borrowing rate under cash credit arrangement as on date of disbursement and to be compounded quarterly.
- v) The mobilization advance shall be recovered from the bills of the contractor from the 2nd running account bill onwards @ 20% of the advance amount paid. However, the full amount of mobilization advance with interest will be recovered maximum within scheduled date of completion as per agreement.
- vi) The value of Bank Guarantee may be reduced to the extent such advance is recovered by the company subject to the conditions that the value of Bank Guarantee amount at any time is more than the recoverable outstanding advance. Bank Guarantee shall be irrevocable and from a Scheduled- Bank acceptable to the Company.
- vii) Part Bank Guarantee" (BGs) against the Mobilization Advance shall be taken in as many numbers as the proposed recovery instalments and shall be equivalent to 110% of the amount of each instalment.
- viii) In case of "Machinery and Equipment advance", insurance and hypothecation to the employer shall be ensured.
- ix) Mobilization advance will be given in instalments and subsequent instalments will be released after getting satisfactory utilization Certificate from the contractor for the earlier instalments.
- x) Mobilisation expenditure mentioned herein shall not include the margin money and bank commission, and so on, paid by the contractor for procurement of BGs against performance security and mobilisation advance.

**2. Application of Price Variation Clause.**

If the prices of materials (not being the materials supplied at fixed issue rates by the company) and wages of labour required for execution of the work increase or decrease, the contractor shall be compensated for such increase or recoveries will be made from the bills for such decrease as per provisions detailed hereafter:

- a) The amount of the contract shall accordingly be varied subject to the condition that such compensation for escalation/ de-escalation in price shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of the contract without any penal action as detailed in clause no. 2.6. The Price Variation Clause shall not be applicable for works for which stipulated period of completion is less than one year.
- b) The base date for working out such escalation/de-escalation shall be the last date on which the bids (inclusive of price part) or revised price bids (inclusive of revised offer) were stipulated to be received.
- c) The compensation for escalation or recoveries to be made shall be worked out at quarterly intervals and shall be with respect to the cost of work done during the previous three months. The first such payment will be made at the end of three months after the month (excluding) in which the tender was accepted and thereafter at three months' interval.
- d) Job specific modification in the formulae of price variation given in the following para(s) can be done with the approval of the CMD of the company.

**Escalation/ De-escalation for Labour:** The amount paid to the contractor for the work done shall be adjusted for increase or decrease in the cost of labour and the cost shall be calculated quarterly in accordance with the following formula:

$$VL = W \times \frac{A}{100} \times \frac{L - L_0}{L_0}$$

Where:

VL= Variation in labour cost i.e., increase or decrease in the amount in rupees to be paid or recovered.

W = Value of work done during the period under reckoning to which the escalation/de-escalation relates as indicated in clause-2.4 of the Additional Terms & Conditions of the contract.

A = Component of labour expressed as percentage of the total value of the work adopted from the Table-1.

L<sub>0</sub> = Minimum wages for unskilled workers payable as per the Minimum Wages Act / Rules of the State or Central Govt., whichever is more, applicable to the place of work as on the last date stipulated for receipt of the bids (inclusive of price part) or revised price bids whichever is later.

L = Revised minimum wages of unskilled worker corresponding to L<sub>0</sub> during the period to which the escalation/de-escalation relates.

**Escalation /De-escalation on Materials:** The amount to be paid to the contractor for the work done will be adjusted for increase or decrease in the cost of materials and the cost shall be calculated quarterly in accordance with the following formula:

$$Vm = W \times \frac{B}{100} \times \frac{M - M_0}{M_0}$$

Where :

V<sub>m</sub>= Variation in the material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

W = Cost of work done during the period under reckoning to which the escalation / de-escalation relates as indicated in clause-2.4 of the Additional Terms & Conditions of the contract.

B = Component of material expressed as percentage of the total value of the work adopted from the Table -1.

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

M<sub>0</sub> = All India Wholesale Price Index for all commodities as published by the RBI Bulletin, Ministry of Industry & Commerce, Govt. of India, relating to the last date on which the bids (inclusive of price part) or revised price bids whichever is later were stipulated to be received.

**Escalation/ De-escalation on POL:** The amount to be paid to the contractor for the work done shall be adjusted for the increase or decrease in the cost of POL and the cost shall be calculated quarterly in accordance with the formula given below:

$$Vf = W \times \frac{C}{100} \times \frac{F - F_0}{F_0}$$

Where :

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

W = Value of work done during the period under reckoning to which the escalation/ de-escalation relates as indicated in clause 2.4 of the Additional terms & Conditions of the contract.

C = Component of POL expressed as percentage of the total cost of the work taken from Table -1.

F = Average Index Number for wholesale price for the group of 'Fuel, Power, Light & Lubricants' as published by the Economic Adviser, Ministry of Industry, Govt. of India for the period to which the escalation/de-escalation relates.

Fo = Index number of wholesale price for the group, Fuel, Power, light & lubricants as published by the Economic Adviser, Ministry of Industry, Govt. of India prevalent on the last date of receipt of bids (inclusive of Price Part) or revised price bids whichever is later.

**While calculating the value of "W" the following may be noted :** The cost on which the escalation will be payable shall be reckoned as 85 % of the cost of work as per the bills to which escalation relates, and from this amount the value of materials supplied or services rendered at the prescribed charges under the relevant provisions of the contract, and proposed to be recovered in the particular bill, shall be deducted before the amount of compensation for escalation or de-escalation is worked out. In the case of materials brought to site for which any secured advance is included in the bill, the full value of such materials as assessed by the Engineer-in-Charge (and not the reduced amount for which secured advance has been paid) shall be included in the cost of work done for operation of this clause. Similarly, when such materials are incorporated in the work and the secured advance is deducted from the bill, the full assessed value of the materials originally considered for operation of this clause should be deducted from the cost of the work shown in the bill, running or final. Further the cost of work shall not include any work for which payment is made at prevailing market rates.

In the event the price of materials and/ or wages of labour required for execution of the work decreases, there shall be downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formulae herein before stated under this clause shall mutatis/mutandis apply. No such adjustment for the increase / decrease in material price and/ or wages of labour before mentioned would be made in case of contracts in which the stipulated period of completion of the work is less than one year.

#### **Application of Price Variation Clause during extended period of Contracts.**

The Price Variation Clause as stated above will be applied for extended time frame of a contract by following the principle stated as under:

i) Normally, if and when it is understood that a contract is not going to be completed within the scheduled time period, the contract is kept operative by extending the time of completion provisionally. During this provisional extended period the operation of the Price Variation Clause will remain suspended.

ii) If and when it is decided at the end of the successful completion of the work that the delay was due to causes not attributable to the contractor, then the Price Variation Clause will be revived and applied as if the scheduled date of completion has been shifted to the approved extended date.

iii) If it is decided at the end of successful completion of the work that the delay was due to the fault of the contractor then the Price Variation Clause will not be revived for the purpose of escalation but shall be revived and applied for the purpose of de-escalation and no further payment will be made to the contractor on account of any escalation during this period but recovery shall be made for de-escalation, if any. Additionally, the Clause related to Compensation for delay will be applied.

iv) If it is decided at the end of successful completion of work, the delay was partly due to the fault of the contractor and partly due to the fault of the employer and thereby Liquidated Damages (LD)/compensation due to delay is imposed then price variation clause for the purpose of escalation shall not be revived for this extended period, but shall be revived and applied for the purpose of de-escalation.

No payment will be made by applying "FROZEN INDICES "under any circumstances.

**Table – 1**

Value of A, B & C in the escalation formula in the additional terms & conditions for Civil Works :

SI	Particulars	A% (Labour Component)	B% (Material Component)	C% POL Component)	Remarks
1	For building works	25	75	Nil	
2	For Road works	15	80	05	
3	For external sewerage, External water supply, and external electrification	10	90	Nil	
4	For external water supply, external sanitary and external electrification (through labour rate contract)	75	25	Nil	
5	For steel structural works	15	85	Nil	
6	For steel structural works with Deptt. free supply of rolled steel sections (through labour rate contract)	75	25	Nil	
7	For Coal Handling Plant Civil Works	25	75	Nil	
8	For under-ground civil works such as Incline Drivage, Shaft Sinking etc.	35	65	Nil.	
9	For only labour oriented works of maintenance nature.	100	Nil	Nil	

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

**SAFETY CODE.**

The Contractor must ensure safety of workmen as well as safety for the general public during construction in and around work-site. The contractor must follow the laws, codes and standards laid down in this regard. The workmen must be trained and provided protective gear, life-saving equipment and appropriate tools for their jobs. Special precautions must be used if hazardous chemicals are used or stored at workplace (lead, silica, asbestos and wood/stone that will be cut and generate dust, construction materials containing zinc, cadmium, beryllium and mercury). Besides protection from noise and environmental pollution, public must also be safeguarded from falling through dug-up area, electrocution, flooding, falling objects, bridge-span dropping/ failures, crane falling/ overturning and damage to building from vibrations/ cave-ins from construction activities. Engineer must ensure that contractor does not adopt any short-cut in this regard. Appointment of site safety engineer by the contractor is a mandatory requirement (in case estimated cost is Rs 100 Cr or more). In tenders with estimated cost is less than Rs 100 Cr, site in-charge of the contractor will also act as safety engineer. In case estimated cost of Rs 100 Cr or more, the engineer shall engage safety experts to carry out frequent safety audits and mandate correct measures.

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

in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m (5ft) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.

7. Demolition : before any demolition work is commenced and also during the progress of the work,
  - i. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - ii. No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
  - iii. All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned:- The following safety equipment shall invariably be provided.
  - i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
  - ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
  - iii) Those engaged in welding works shall be provided with welder's protective eye-shields.
  - iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
  - v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measures are adhered to:-
    - a) Entry for workers into the line shall not be allowed except under supervision of the Engineering Assistant or any other higher officer.
    - b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
    - c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
    - d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
    - e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.

- f) The area should be barricaded or condoned of by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
  - g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
  - h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
  - i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
  - j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
  - k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 meters away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
  - l) The workers engaged for cleaning the manholes / sewers should be properly trained before allowing to work in the manhole.
  - m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers ( when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
  - n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
  - o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
  - p) The extents to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
- vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-
- a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
  - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
  - c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
  - d) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.

- e) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
  - f) Overall shall be worn by working painters during the whole of working period.
  - g) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
9. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
10. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:-
- i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
  - (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
  - ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
  - iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
  - iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.
16. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

### Technical Specifications to be followed

#### Civil Engineering Works

Latest CPWD specification shall be adopted. Presently CPWD specifications 2019 Vol. I & II is in vogue which may be followed. These specifications cover all type of Building Works. The specifications are available as a printed document issued by CPWD and also in soft copy PDF format in CPD website.

However, the specification of CPWD conforming to the adopted DSR/SOR of CIL/Subsidiary shall be adopted.

#### Electrical Engineering Works

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

Part No.	Description	Year Of Issue
I	Internal	2013
III	Lifts And Escalators	2003
V	Wet Riser And Sprinklers System	2020
VI	Heating, Ventilation And Air Conditioning Works	2017

However, the specification of CPWD conforming to the adopted DSR/SOR of CIL/Subsidiary shall be adopted.

#### \*Roads and Bridges

Standard specifications issued by ministry of surface transport may be followed. Presently MORTH Specifications on roads and bridges 2013 is available. These specifications cover exhaustively various roads and bridge works. (Applicable for important and major roads.)

However, the specification of MORTH conforming to the adopted DSR/SOR of CIL/Subsidiary may be adopted.

\*Delete if not applicable

**ANNEXURES.**

To be Submitted by Bidder on Non-Judicial Stamp Paper of Rs. 10/- duly attested by Notary Public.

**FORM FOR GUARANTEE BOND  
FOR ANTI-TERMITE TREATMENT**

THIS AGREEMENT made this ..... day of Two thousand.....between M/s..... (hereinafter called the guarantor of the one part and M/s..... Limited, hereinafter called the ..... Limited hereinafter called the OWNER of the other part.

Whereas the agreement is supplementary to the contract hereinafter called the contract dated ..... made between the guarantor of the one part and..... Limited, of the other part whereby the contractor inter-alia, undertook to render the buildings and structures in the said contract recited, completed, termite proof. And whereas the guarantor agreed to give a guarantee to the effect that the said structure will remain termite proof for TEN YEARS to be reckoned from the date after the maintenance period prescribed in the contract expires.

During this period of guarantee the guarantor shall make good all defects and for that matter shall replace at his risk and cost such wooden member as may be damaged by termite and in case of any other defect being found, he shall render the building termite proof at his cost to the satisfaction of the Engineer-in-charge and shall commence the works of such rectification within seven days from date of issuing notice from the Engineer-in-charge calling upon him to rectify the defects, failing which the work shall be got done by ..... Limited / OWNER by some other contractor at the guarantor's cost and risk and in the later case the decision of the Engineer-in-charge as to the cost recoverable from the guarantor shall be final and binding.

That if the Guarantor fails to execute the Anti-Termite treatment or commits breaches hereunder then the Guarantor will indemnify ..... Limited against all losses damages, cost expenses or otherwise which may be incurred by him by reasons of any default on the part of the guarantor in performance and observance of this supplemental Agreement. As to the amount of loss and or damage and / or cost incurred by ..... Limited / OWNER decision of the Engineer-in-charge will be final and binding on the parties.

In witness where of these presents have been executed by the Guarantor ..... and by .....for and on behalf of ..... Limited on the day of month and year first above written.

Signed sealed and delivered by Guarantor

IN THE PRESENCE OF:

- 1.
- 2.

Signed for and on behalf of ..... Limited by / in presence of:

- 1.
- 2.

**To be Submitted by Bidder on Non-Judicial Stamp Paper of Rs. 10/- duly attested by Notary Public.**

**GUARANTEE TO BE EXECUTED BY CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER PROOFING WORKS.**

The agreement made this ..... day of .....Two thousand and ..... between..... (hereinafter called Guarantor of the one part) and ..... Limited (hereinafter called the Owner of the other part).

WHEREAS this agreement is supplementary to a contract (hereinafter called the contract), dated ..... and made between the GUARANTOR OF THE ONE part and the..... Limited of the other part, whereby the contractor, inter-alia, undertook to render the buildings and structures in the said contract recited completely water and leak proof.

AND WHEREAS the Guarantor agreed to give a guarantee to the effect that the said structures will remain water and leak proof for five years from the date of giving water proofing treatment.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be five years to be reckoned from the date after the maintenance period prescribed in the contract.

Provided that the Guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose.

1. Misuse of roof shall mean any operation, which will damage proofing treatment, like chopping of fire wood and things of the same nature which might cause damage to the roof.
2. Alternation shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts.
3. The decision of the Engineer-in-Charge with regard to cause of leakage shall be final.

During this period of guarantee, the Guarantor shall make good all defects and in case of any defect being found render the building water proof to the satisfaction of the Engineer-in-Charge at his cost and shall commence the work for such rectification within seven days from the date of issue of notice from the Engineer-in-Charge calling upon him to rectify the defects failing which the work shall be got done by..... Coalfields by some other Contractor at the guarantor's cost and risk. The decision of the Engineer-in-Charge as to the cost, payable by the Guarantor shall be final and binding.

That if the Guarantor fails to execute the water proofing or commits breach thereunder, then the Guarantor will indemnify the principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and / or damage and / or cost incurred by ..... Coalfields, the decision of the Engineer-in-Charge will final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the Guarantor..... and by ..... and for and on behalf of..... Limited on the day, month and year first above written.

Signed, sealed and delivered by Guarantor in the presence of -

- 1.
- 2.

Signed for and on behalf of ..... Limited by .....

In presence of:

- 1.
- 2.

PROFORMA FOR EXECUTION OF AGREEMENT.

(Specimen to be vetted by Legal Department))

STAMP PAPER(of appropriate value as per Stamp Act)

This agreement is made on ..... day of..... between ( Name of Company ) having its registered office at .....(hereinafter called the 'COMPANY' which expression shall, unless repugnant to the subject or context, include its successors and assignees) of the one part and ( Name of the Contractor ) carrying on business as a ( partnership/ proprietorship/ Ltd. Co. etc. ) firm under the name and style .....(hereinafter called the 'said Contractor' which expression shall, unless the context requires otherwise include them and their respective heirs, executors, administrators and legal representatives) of the other part.

Whereas the Company invited tenders for the work of "....." and whereas the said Contractor/ Firm submitted tender for the said work and deposited a sum of Rs. .... as Earnest Money and whereas the tender of the said contract has been accepted by the Company for execution of the said work.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.

2) The following documents which are annexed to this agreement should be deemed to form and be read and construed as part of this agreement viz.

- i) Annexure-A Tender Notice (Page .. to ..)
- ii) Schedule –A General Terms & Conditions, Special Conditions and General Technical Specification (Page .... to ...) and Safety Code.
- iii) Schedule-B The probable Quantities and Amount (Page ... to ...)
- iv) Schedule-C Negotiation letters –
- iv) Schedule-D Letter of Acceptance/Work Order (Page .. to ..)
- v) Schedule-E Drawings (Page .. to ..)

3) In consideration for the payment of the sum of Rs..... ( W/O Value; both in words and figures ) or such other sum as may be arrived at under the clause of the specification relating to Payment by items measurements at unit prices by the Company, the said Contractor shall, subject to the terms & condition contained herein execute and complete the work as described and to the extent of probable quantities as indicated in Schedule B with such variations by way of alteration, addition to or reduction from the said works.

4) The company has received a sum of Rs..... towards Performance Security Deposit (1<sup>st</sup> part of Security Deposit) in the form of B.G./NEFT/RTGS *other form (details to be furnished)* .

5) The said contractor hereby covenants with the company that the company shall deduct at 5% of R/A Bills as Retention Money (2<sup>nd</sup> part of security deposit ) to make the total Security as 10%(ten percent) of contract value, as per the terms & condition of the tender/ contract.

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

1 Partner. Signature

2 Partner Signature

On behalf of M/S.....

The Contractor, as one of the constituted attorney,  
In the presence of –

1. Name \_\_\_\_\_ Signature

Address :

Occupation :

Signed by Sri .....on behalf of Signature  
( Name of Company) in presence of -

1. Name : Signature  
2. Address: .

## WORK ORDER

## (Specimen Form Contents)

..... COALFIELDS LTD  
 (A subsidiary of Coal India Limited)  
 Office of the .....  
 Address.....

Ref. No:.....

Date:

To

M/s .....

.....

Dear Sir,

**Sub** : Work Order for .....**Ref.** i) Your offer opened on..... in response to Quotation/Bid Notice

No.....

ii) Your Negotiation letter No... .. (if any).

iii) LOA No ..... (if any)

1. Pursuant to the above Quotation/Bid Notice, Quotation/Bids were invited for the above-mentioned work and were opened on..... in the presence of intending Quotationer/Bidders or their representatives and you had submitted a Quotation/Bid in response to the aforesaid Quotation/Bid Notice as per the terms and conditions stipulated for submission of Quotation/Bid which shall form part of this Work Order.
2. The management of.....Coalfields Ltd. having decided to award the work in your favour, the work is awarded to you for a period of .....days/ months at a cost of Rs..... .

**Work Description:** Name of Work with location.

Enclose Bill of Quantities duly filled in as per accepted bid/quotation along with scope of work and notice.

The above work is awarded to you on the following terms and conditions:-

a) The date of start of work shall be 10<sup>th</sup> day of issue of letter of acceptance/work order.**b) Security Deposit:**

Performance Security Deposit @ 5% will have to be deposited by you within 21 days of issue of LOA/work order. You have already deposited a sum of Rs..... as earnest money, which shall be converted into performance security and as such, the balance amount of Rs.....is to be deposited in shape of BG/NEFT/RTGS/other forms in favour of .....Coalfields Ltd on any Scheduled Commercial Bank payable at its Branch at.....

Retention Money will be deducted at 5% from your running bills. Total of performance security and Retention Money should not exceed 10% of awarded value/ revised completion value.

The performance security deposit shall be refunded after successful completion of the work and issue of Defect Liability Certificate (taking over certificate with a list of defects.)

The retention money will be refunded after expiry of Defect Liability Period, issue of 'No-defect' Certificate

and payment of final bill.

However, for building or other similar nature of works, where defects such as leakages in roof and dampness in walls can be noticed, the retention money shall be refunded after 6(six) months or at the end of one full monsoon period, whichever is later.

However, for maintenance works, where work is of such nature that there is no question of defect, the retention money will be refunded after completion of work along with refund of performance security. The security deposit shall bear no interest.

#### c) Payment of Bills

Monthly running account bills shall be paid based on measurement of work recorded by the official authorized by the department for this purpose.

Note: Further statutory deductions as per norms shall be effected.

#### d) Statutory Obligations - on Contractor's Account

The contractor shall maintain all records as per the provision made in various statutes including contract/labour regulation and abolition act and pay minimum wages to the labourer engaged by him 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 company does not undertake any responsibility for supply of any material and tools and plants. The contractor shall arrange all material, tools and plants and labour required for the work.

#### e) Penal Clauses/ Recovery of Damages.

The work shall be started within 10 days of issue of Letter of Acceptance/Work order or 7th day of handing over of the site whichever is earlier. The work shall be completed within... months/days as specified in quotation/bid notice.

In case of failure to complete the work on or before the scheduled date of completion, compensation shall be payable @ 0.5% of contract price/revised contract price whichever is less per week of delay. The total value of such compensation shall not exceed 10% of awarded value/revised completion value whichever is lower.

In case of failure to start the work within 10 days of issue of LOA/work order, the company shall be at liberty by giving 10 days notice in writing to start the work, failing which to forfeit the earnest money deposited by you and to rescind the LOA/work order. Additionally you will be debarred from participating in future tenders for period of 1(one) year.

#### f) Change in Scope/ Nature of Work During Progress of Work

In case of any change/deviation in quantity and items of the work during its progress, the contractor is to inform the management immediately and act as per the direction of the management.

#### g) Termination/ Cessation of Work with Notice

The management reserves the right to terminate the contract under the following specific conditions/ circumstances:

- a. Unsatisfactory performance of the contracted work
- b. Involvement in action causing breach of peace and discipline within the company/area premises.

- c. Failure to comply with the general terms and conditions of MCEW which is integral part of the work order.
- d. Moral turpitude
- e. Violation of the provisions under various laws and awards in force from time to time as are applicable to the work
- f. Any action on the part of the contractor which in the opinion of the management is detrimental to the interest of the company.

h) Payment of Government Dues Connected with the Work

The contractor is required to make timely payment of government dues which he is under legal obligation to pay to state government or any other legal authority every month.

i) Contractor's Representation at Site.

The contractor shall depute himself /his agent/ representative at the work site during the period of contract. Intimation in this regard be submitted to the department. The contractor/agent/representative shall receive instruction from the department.

In addition to all the above terms and conditions, the award shall be guided by standard General Terms and Conditions as per provision of MCEW (as enclosed) that are integral part of the work order-cum-agreement.

The work order is being issued to you in duplicate. Please return the duplicate copy duly signed on all pages, as a token of your acceptance which shall be treated as an agreement between you and company.

Yours faithfully,

Designation

NOTES :

1. Draft Work Order is only a specimen form content.
2. Additional clauses e.g. Penal clauses/ recovery of damages, termination clauses, etc. may be inserted according to the requirement in a particular case.
3. This draft is applicable for works where agreement is not likely to be executed.
4. For works where separate agreement shall be executed this draft may be considered as broad guidelines with suitable modifications / adjustment.

Annexure-VPRE-CONTRACT INTEGRITY PACT**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on .....day of the month of .....20..., between, on one hand, Coal India Limited/Subsidiary Cos. acting through Shri ....., Designation of the officer, (hereinafter called the "BUYER / Principal", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. ....represented by Shri....., Chief Executive Officer (hereinafter called the "BIDDER/Seller/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure .....(Name of the Work/Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Central PublicSector Unit.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said work/stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

#### Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand ; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

#### Section 2 - Commitments of the Bidder(s)/ Contractor(s)

(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s) / Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India , if any, Similarly the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s).Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only.

e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

#### Section 3 - Disqualification from tender process and exclusion from future contracts

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

(1) If the Bidder / Contractor / Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor / Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case. In particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidences within his / her knowledge concludes that there is a reasonable ground to suspect violation of any commitment listed under Section 2 i.e “ Commitments of Bidder(s) / Contractor(s).

(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the Bidder / Contractor / Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.”

#### Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### Section 5 - Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Debarment of firms from Bidding ".

#### Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### Section 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

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

#### Section 8 - Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Chairman, Coal India Limited / CMD, Subsidiary Companies

(3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information ' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, Coal India Limited / CMD, Subsidiary Companies and recuse himself / herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the Chairman, Coal India Limited / CMD, Subsidiary Companies within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, Coal India Limited / CMD, Subsidiary Companies, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman, Coal India Limited / CMD, Subsidiary Companies has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

#### Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman Coal India Limited / CMD, Subsidiary Companies.

#### Section 10 - Other provisions

(1) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(2) If the Contractor is a partnership or a Joint Venture, this agreement must be signed by all partners or JV members.

(3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(4) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

Section 11- Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Section 12- Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

Section 13 - Other Legal Actions.

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place -----

Place -----

Date -----

Date -----

Witness 1:  
(Name & Address)

Witness 2:  
(Name & Address)

**Guidelines for Indian Agents for Foreign supplier (Part of Integrity Pact)**

1. Authorized Indian Agent of a foreign manufacturer or indigenous manufacturer is also eligible to quote on behalf of its principal against the tender, in case manufacturer as a matter of corporate policy does not quote directly. However, in such case, authorized Indian Agent shall have to upload scanned copy of tender specific Manufacturer's Authorization, signed and stamped by the manufacturer to quote against the CIL Tender, indicating the Tender Reference No. and date along with the offer. The authorized Indian Agent is to upload scanned copies of details in respect of its organization along with the copies of document like certificate of incorporation / registration etc. alongwith the offer. The firm (Indian Agent) should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent.

In case an Indian Agent is participating in a tender on behalf of one manufacturer, it is not allowed to participate / quote on behalf of another manufacturer in this tender or in a parallel tender for the same item. Further, in a tender, either manufacturer can quote or its authorized Indian Agent can quote but both are not allowed to participate/ quote in the same tender. Also, one manufacturer can authorise only one agent to quote in the same tender. All the bids, not quoted as per the above guidelines, will be rejected.

2. The Foreign manufacturer must indicate the name & address of its agent in India. It should also indicate the commission payable to them and the specific services rendered by them. The Indian Agency commission will be payable only on FOB prices of goods and it should be quoted as a percentage of the FOB price. In case, the foreign manufacturer does not have any Indian Agent, it should be clearly mentioned in the bid. In terms of Integrity Pact, the Bidder has also to disclose all payments to agents, brokers or any other intermediaries. The amount of agency commission payable to Indian Agent should not exceed 5% or what is specified in agency agreement, whichever is lower.

3. In addition to above A certificate that no commission is payable by the principal supplier to any agent, broker or any other intermediary against this contract other than percentage as indicated in BOQ (not exciding 5% of FOB) of FOB value of the contract to Indian Agent. This certificate forms a part of letter of credit.

4. The payment of Indian Agency Commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency commission if any, payable shall have to be mentioned in the offer by the foreign manufacturer.

The following documents shall be submitted by the Bidder in case of contract with foreign principals involving Indian agents:

a. Foreign principal's pro-forma invoice or any other authentic document indicating the commission payable to the Indian agent, nature of after sales service to be rendered by the Indian Agent and the precise relationship between the Principal and the Agent and their mutual interest

b. Copy of the agency agreement if any with the foreign principal stating the precise relationship between them and their mutual interest in the business.

However, if all the details given in Para – (i) are complied with, the requirement of submission of document mentioned at Para – (ii) may be waived.

5. Agency commission, if any, shall be paid in equivalent Indian Rupees.

## Code of Integrity for Public Procurement (CIPP):

### 1. Introduction

Public procurement is perceived to be prone to corruption and ethical risks. To mitigate this, the officials of Procuring Entities involved in procurement and the bidders/ contractors must abide by the following Code of Integrity for Public Procurement (CIPP). All Procuring Officials shall give an undertaking to abide by the Code of Integrity of Public Procurement (CIPP) in ERP while processing PR in SAP ERP. The undertaking shall be put in format of PR itself in ERP. However, if estimate is processed outside ERP then separate undertaking in this regards shall be given by all procuring officials. The bidders/ contractors should be asked to sign a declaration about abiding by a Code of Integrity for Public Procurement (including sub-contractors engaged by them) during submission of bid, with a warning that, in case of any transgression of this code, it would be liable for punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

### 2. Code of Integrity for Public Procurement

Procuring authorities as well as bidders, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- i) **“Corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) **“Anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv) **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) **“Conflict of interest”**: Participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain.
- vi) **“Obstructive practice”**: materially impede the procuring entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity’s rights of audit or access to information;

### 3. Obligations for Proactive Disclosures

- i) Procuring authorities as well as bidders, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declares any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest may be evaluated and mitigation steps, if possible, may be taken by the procuring entity. Similarly voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder's actions in the tender and subsequent contract.

#### **4. Punitive Provisions**

Without prejudice to and in addition to the rights of the procuring entity to other penal provisions as per the bid documents or contract, if the procuring entity comes to a conclusion that a (prospective) bidder/ contractor directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the procuring entity may take appropriate measures including one or more of the following:

- i) If his bids are under consideration in any procurement
  - a) Forfeiture or encashment of bid security;
  - b) calling off of any pre-contract negotiations; and
  - c) rejection and exclusion of the bidder from the procurement process
- ii) If a contract has already been awarded
  - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
  - b) Forfeiture or encashment of any other security or bond relating to the procurement;
  - c) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;
- iii) Provisions in addition to above:
  - a) banning/ debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;
  - b) In case of anti-competitive practices, information for further processing may be filed under a signature of concerned Director of CIL/Subsidiary, with the Competition Commission of India.
  - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

**ANNEXURE- VII**

PROFORMA FOR UNDERTAKING TO BE ACCEPTED UNCONDITIONALLY BY BIDDER/S FOR GENUINENESS OF THE INFORMATION FURNISHED ONLINE AND AUTHENTICITY OF THE DOCUMENTS UPLOADED ONLINE IN SUPPORT OF HIS ELIGIBILITY :( TO BE ACCEPTED THROUGH GTE)

## FORMAT OF UNDERTAKING

We solemnly declare that:

1. I/We am/are submitting Bid for the work **Making CC road and pavement near overhead tank along NH 39 for entry and parking of trucks in Khadia Project.**” against Tender id No. 2025\_NCL\_348763\_1 Dated .....04.12.2025... and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.
3. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
4. I/ We hereby authorize department to seek references / clarifications from our Bankers.
5. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
6. I/We do not have business relationship with any other participating Bidders, directly or through common third parties, that puts us in a position to have access to information about or influence on the bid of another Bidder.
7. I/We or any of my/our affiliate has/have not participated as consultant in the preparation of the design or technical specification of the contract that is the subject of the bid.
8. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues and Debarment of our firm and all partners of the firm etc from Bidding, as per the tender document.

**ANNEXURE- VIII**

PROFORMA FOR LETTER OF BID TO BE ACCEPTED UNCONDITIONALLY BY BIDDER DURING SUBMISSION OF BID ONLINE: (TO BE ACCEPTED THROUGH GTE) FORMAT OF "Letter of Bid" (for Works & Services Tenders) LETTER HEAD OF BIDDER (As enrolled on the e-Procurement Portal of CIL)

To,

The Tender Inviting Authority  
Northern Coalfields Limited

Sub. : Letter of Bid for the work - **Making CC road and pavement near overhead tank along NH 39 for entry and parking of trucks in Khadia Project.**

Ref. : 1. NIT No.: **"GM/KHD /C/25-26/ETN-84 Date 04/12/2025**

Tender Id No. : 2025\_NCL\_ 348763\_1

Dear Sir,

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

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

I/we here by submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document. I/We hereby confirm that this bid complies with the Bid validity, Bid Security and other documents as required by the Bidding documents.

If any information furnished by me/us towards eligibility criteria of this bid is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against CIL/Subsidiary.

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

Should this bid be accepted, we agree to furnish Performance Security within stipulated date and commence the work within stipulated date. In case of our failure to abide by the said provision Northern Coalfields Limited shall, without prejudice to any other right or remedy, be at liberty to "cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period 12 months" OR to act as specified in the NIT.

**ANNEXURE- IX**

**PROFORMA OF BANK GURANTEE FOR PERFORMANCE**

**SECURITY**

To

.....  
.....

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

WHEREAS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code number)

(address)

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

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

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

## ANNEXURE-X

**PROFORMA OF JOINT VENTURE AGREEMENT**

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

This Joint Venture agreement is made on this .....day of.....

AMONGST/BETWEEN

M/s....., having its registered Office at .....  
 Represented by Shri.....(Name and Designation) of M/s.....Who has power of Attorney to enter into Joint Venture with.....and Sign all documents/agreements on behalf of M/s..... (hereinafter referred to as” .....”)

AND

M/s....., having its registered Office at .....  
 Represented by Shri.....(Name and Designation) of M/s.....who has power of Attorney to enter into Joint Venture with.....and Sign all documents/agreements on behalf of M/s..... (hereinafter referred to as” .....”).

AND

M/s....., having its registered Office at .....  
 Represented by Shri.....(Name and Designation) of M/s.....who has power of Attorney to enter into Joint Venture with.....and Sign all documents/agreements on behalf of M/s..... (hereinafter referred to as” .....”).

The expressions M/s ..... and M/s.....and M/s .....shall, wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as “Joint Venture /Parties” and individually as “Joint Venture Partner/Party”.

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

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

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

**1) FORMATION AND TERMINATION OF THE JOINT VENTURE.**

The parties under this Agreement have decided to form a Joint Venture to submit the Bid for the above Project and execute the Contract with the Principal Employer for the Project, if qualified and awarded.

a) The name and style of the Joint Venture shall be “ .....”  
 (hereinafter called the “Joint Venture”)

b) The Head Office of the Joint Venture shall be located at..... and the site office will be located at the site of the Project. All communication regarding the project will be made to..... Telephone Nos.....

c) Neither of the parties of the Joint Venture shall be allowed to sign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture to any party including the existing partner of the Joint Venture.

d) The terms of the Joint Venture shall begin as on the date first set forth above and shall terminate on the earliest of the following dates.

i) The Joint Venture fails to obtain qualification from the Employer.

ii) The Contract for the Project is not awarded to the Joint Venture.

iii) The Employer cancels the Project.

iv) The Project is completed including defects liability period to the satisfaction of the Employer and all the parties complete any and all duties, liabilities and responsibilities under or in connection with the Contract and the Joint Venture agreement.

## **2) LEAD PARTNER.**

M/s..... shall be the Lead Partner of the Joint Venture and is In-charge for performing the contract management. M/s..... shall be attorney of the parties duly authorized to incur liabilities and receive instructions for and on behalf of any and all partners in the Joint Venture and also all the partners of the Joint Venture shall be jointly and severally liable during the bidding process and for the execution of the contract as per contract terms with the employer in accordance with the power of attorney annexed. All Joint Venture Partners M/s.....; M/s..... & M/s..... nominate and authorize Shri..... (name and designation) of M/s..... to sign all letters, correspondence, papers & certificates and to submit the Pre-qualification Application / Bid documents for and on behalf of the Joint Venture.

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

Each constituent party of the Joint Venture appoints the following personnel as the representative of the relevant party with full power of attorney from the Board of Directors of the concerned company, or from the partners of the entity, or from the proprietor.

JV Partner Name Position in the respective Company

M/s.....

M/s.....

M/s.....

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

4.1 The parties agree that their respective participation share (hereinafter called 'Participation Share') in the Joint Venture shall be as follows:

M/s.....: .....% (.....per cent)

M/s.....: .....% (.....per cent) and

M/s.....: .....% (.....per cent)

**4.2 The Parties shall share the rights and obligations, risk, cost and expenses, working capitals, profits or losses or others arising out of or in relation to execution of the Project individually or collectively.**

4.3 The parties shall jointly execute the works under the Project as an integrated entity and allocate responsibilities as regards division of work between themselves by organizing the adequate resources for successful completion of the Project. However, all parties shall remain jointly and severally responsible for the satisfactory execution of the Project in accordance with the Contract terms and conditions.

#### **5) JOINT AND SEVERAL LIABILITIES.**

All partner of Joint Venture shall be liable jointly and severally during the Pre-qualification and Bidding process; and in the event the contract is awarded, during the execution of the Contract, in accordance with Contract terms.

#### **6) WORKING CAPITAL**

**During the execution of work/service, the requirement of Working Capital shall be met individually or collectively by the JV partners.**

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

Bid Security, Performance Security and other securities shall be paid by the Joint Venture except as otherwise agreed.

#### **8) PERSONNEL & EQUIPMENT**

Team of Managers / Engineers of all the partners of the Joint Venture will form part of the core management structure and assist in execution of the project. The list of Personnel and equipment proposed to be engaged for the project by each Party will be decided by the management committee.

#### **9) NON-PERFORMANCE OF RESPONSIBILITY BY ANY PARTY OF JOINT VENTURE.**

a) As between themselves, each Party shall be fully responsible for the fulfillment of all obligations arising out of its scope of the work for the Project to be clarified subject to the Agreement between the Parties and shall hold harmless and indemnified against any damage arising from its default or non-fulfillment of such obligations.

b) If any Party fails to perform its obligations described in this Agreement during the execution of the Project and to cure such breach within the period designated by the non-defaulting party, then the other party shall have the right to take up work, the interest and responsibilities of the defaulting party at the cost of the defaulting party.

c) Stepping into the shoes of the existing partner of Joint Venture with all the liabilities of the existing partner from the beginning of the contract with the prior approval on Northern Company.

d) Notwithstanding demarcation or allotment of work of between/amongst Joint Venture partners, Joint Venture shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.

e) In case bid being accepted by Company, the payments under the contract shall only be made to the Joint Venture and not to the individual partners.

**10) BANK A/C.**

Separate Bank A/c. shall be opened in the name of the Joint Venture in a scheduled or Nationalized Bank in India as per mutual Agreement and all payments due to the Joint Venture shall be received only in that account, which shall be operated jointly by the representative of the Parties hereto. The financial obligations of the Joint Venture shall be discharged through the said Joint Venture Bank Account only and also all the payments received or paid by company to the Joint Venture shall be through that account alone.

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

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

**12) TAXES.**

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

**13) EXCLUSIVITY**

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

**14) MISCELLANEOUS:**

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

**15) APPLICABLE LAW**

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

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

For .....  
Signature \_\_\_\_\_

For.....  
Signature \_\_\_\_\_

(Name & Address )  
 (Official Seal )  
 Place .....  
 Date .....  
 Witness  
 Signature .....  
 (Name & Address )

( Name & Address )  
 (Official Seal )  
 Place.....  
 Date .....  
 Witness  
 Signature .....  
 ( Name & Address )

**Annexure-XI**

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

1. Name of the Bidder : .....

2. Address of the Bidder: .....

.....

City..... Pin Code.....

E-mail Id .....

Permanent Account Number .....

3. Particulars of Bank:

Bank Name		Branch Name	
Branch Place		Branch City	
Pin Code		Branch Code	
MICR No.			
(Digital Code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your Bank for ensuring accuracy of the Bank Name, Branch Name and Code Number.			
RTGS CODE			
Account Type	Savings	Current	Cash Credit
Account Number(as appearing in the Cheque Book.			

4. Date from which the mandate should be effective.

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information. I shall not hold Company responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through SBI Net / RTGS transfer/NEFT. I agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank for such e-transfer shall be borne by us.

Place :

Date :

Signature of the Party / Authorised Signatory

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

Banker's Stamp

Date :

Signature of the Authorised official from the Bank)

Annexure-XII

**SPECIMEN OF LETTER BY THE ENGINEER-IN-CHARGE TO CONTRACTOR  
FOR PROVISIONAL REDUCTION IN RATE FOR SUBSTANDARD WORK.**

REGISTERED POST/A.D.

No.

date.....

To

M/S.....

.....

Dear Sir(s),

Subject: (Complete name of work) ..... Agreement No .....

1) The..... (Name of the Company) considers that the items of work (specified in the statement appended herewith) relating to the work of ..... undertaken by you in terms of the above agreement have not been executed in accordance with the prescribed specifications and/ or in a workman like manner and, therefore, cannot be accepted in terms of the above said agreement for payment at the rates specified in the agreement.

2) The ..... (Name of the Company) is willing to consider acceptance of the same should you agree to receive payment at rates suitably reduced taking in consideration of substandard nature of the said items of work. The Area Engineer of this work will determine as to what suitable reductions in the rates should be made from the agreed rates for the said items. His decision shall be final. Pending such decision of the Area Engineer, however, the payment for the said items of work will be made at the provisional rates indicated against each item.

3) If you agree to the aforesaid conditions for acceptance of payment for the said items of work, you may please return the enclosed form duly executed by you.

4) If no reply is received from you within three weeks of the date of issue of the letter, it shall be presumed that the offer is not acceptable to you. In the said event, the offer shall stand withdrawn without prejudice to the rights and remedies of the ..... (Name of the Company) in terms of the contract.

Enclo: Proforma for Acceptance (Appdx.22)

Yours faithfully,

Engineer-in-Charge  
For and on behalf of  
(Name of the Company)

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

**No.**

**Date:**

To

.....  
.....

Sir,

**Subject: (Complete name of work)**\_\_\_\_\_

**Reference: Your letter No**.....

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

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

Yours faithfully,

Contractor(s).

Annexure- XIII

PROFORMA FOR UNDERTAKING TO BE UPLOADED BY BIDDER/S (ON THEIR LETTER HEAD) REGARDING RELATIVES AS EMPLOYEES OF COMPANY, ARBITRATION CLAUSE (IN CASE OF PARTNERSHIP FIRM/JV), LOCAL SUPPLIER STATUS OF THE BIDDER ETC.:

PROFORMA FOR UNDERTAKING (To be uploaded by the Bidder on his Letter Head during submission of bid online)

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

1. Myself/Our Partners/Directors don't has/have any relative as employee of Coal India Limited/Subsidiary.

OR

The details of relatives of Myself/Our Partners/Directors working as employee of Coal India Limited is as follows:

a) Name of the employee

b) Place of posting

c) Department d) Designation

e) Type of relation - Wife/Husband/ Father/ Step-Father/Mother / Step-Mother/ Son/Step-son/ Son's wife / Daughter / Daughter's Husband / Brother/ StepBrother/ Sister / Stet-Sister.

2. \*I/We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.

Or

\*I/We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF / EPF authorities, if applicable. We shall make necessary payments as required under law.

\* Delete whichever is not applicable.

3. \*\* I/We have not been debarred or banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs.

Or

\*\*I / We .....have been debarred or banned by the organization named " \_\_\_\_\_ " for a period of..... year/s, effective from ..... to.....

\*\* Delete whichever is not applicable.

4. We,.....(Name of Partners of Partnership Firm/Joint Venture), partners of .....(Name of Partnership Firm/Joint Venture) hereby consent to abide by the relevant provisions of General Terms and Conditions of CMM/MCEW pertaining to arbitration. (Applicable in case of Partnership firm/Joint Venture)

5. We certify that the works/services offered by us against the tender for the work **Making CC road and pavement near overhead tank along NH 39 for entry and parking of trucks in Khadia Project.** against NIT No- **GM/KHD /C/25-26/ETN-84 Date 04/12/2025/Tender ID. 2025\_NCL\_348763\_1 Date 04/12/2025.**, meet the minimum local content requirement and has local content:

\* Equal to or more than 50% (Select this, in case of Class-I Local Suppliers) i.e.....% (indicating the percentage of local content)

\* More than 20% but less than 50% (Select this, in case of Class-II Local Suppliers) i.e.....% (indicating the percentage of local content)

\*Delete whichever is not applicable.

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

6. Certificate regarding compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries - I/we have read the Clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/we certify that I am/ we are not from such a country or, if from such a country, has/have been registered with the Competent Authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that I/we fulfil all requirements in this regard and I am/ we are eligible to be considered. Note: Where applicable, evidence of Competent Authority shall be attached along with this Undertaking.
7. \*\*I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time.  
OR \*\*I / We .....have been debarred by.....(name of procuring entity) for violation of Preference to Make in India vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time for a period of.....year/s, effective from ..... to.....  
\*\*Delete whichever is not applicable. Note: A bidder who has been debarred by any procuring entity for violation of Preference to Make in India vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment.
8. I/we abide the Code of Integrity for Public Procurement (CIPP) as given in the tender document.
9. \*I/we do not have any previous transgression of CIPP in last three years with any entity in any country. Or \*I / We have been debarred by.....(name of procuring entity) for violation of Code of Integrity for Public Procurement (CIPP), for a period of..... year/s, effective from ..... to..... \*Delete whichever is not applicable
10. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues and Debarment of our firm and all partners of the firm etc from Bidding, as per the tender document.
11. I have read and understood the "Clause 8 Quality Assurance - Materials and Workmanship" of the conditions of contract of NIT and agree for its compliance.

**Annexure-XIV**

<b>APPROVED MATERIAL LIST</b>
<b>(As per sub clause 8.4 of this NIT under clause 8 Quality Assurance – Materials and Workmanship)</b>

Before use, the contractor shall provide samples of material meeting specification, as per the Make or Brand indicated below, and obtain prior approval of the Engineer-in-Charge.

In case the brands specified below are not available in the market, contractor shall submit alternative proposal for the approval of Engineer-in-charge, who may approve it on establishing the fact. No extra payment shall be made on this account.

SI no	MATERIAL	BRAND / MAKE
<b>I</b>	<b>Cement Mortars, concrete work and RCC work, Masonry</b>	
1	Cement(PPC/OPC)	ACC, Ultratech, Shree Cement, Ambuja, JK cement, Century Cement, Jaypee Cement, Prism Cement, Birla, Dalmia
2	Ready Mix Concrete	Lafarge, Alchon, ACC, L&T, Grasim, Ultratech, RMC Ind, ACC Ready Mix, NUVOCO
3	Ready Mix Polymer Modified Cement Plaster	Readyplast, Silicoplast, Permaplast Mix, Instaplast, Fosroc, Pidilite-Dr Fixit, MYLK Laticrete, Sika
4	White Cement	JK White, Birla White, Grasim, Ultratech, ACC
<b>II</b>	<b>Water Proofing Compound</b>	
1	Crystalline water proofing compound	Fosroc: Bush Bond TGP, Dr Fixit: Dr Fixit Crystalline, Sika: Sika 101h, Garware, Asian paints: Smartcare& equivalent product of BASF, ArdexEndura, Perma Construction Aids Pvt Ltd, Snowcem-Impermo, Berger
2	Integral water proofing compound with cement (for plaster and mortar)	Fosroc:Conplast 421, Dr Fixit: LW+, Sika: Sikacim, Asian Paint: SmartcareVitalia& equivalent product of BASF, Garware, STP Ltd, ArdexEndura, Perma Construction Aids Pvt Ltd
3	Water proofing compound/ Super plasticizer/ admixture	Sika, Fosroc, Chouksey Chemicals, BASF, ROFF/Dr Fixit (Pidilite Industries), Garware, STP Ltd, ArdexEndura, Perma Construction Aids Pvt Ltd, Fosroc: Bush Bond, STP Ltd: Shalcrete, CICO: Tapecrete, Dr Fixit: Pidifine 2K, Garware, Sika: Topseal 107, Asian Paints: Damp Block 2K & equivalent product of BASF, ArdexEndura, Perma Construction Aids Pvt Ltd
4	Water proofing compound	Pidilite-Dr. Fixit, CICO, Impermo, Fosroc, Sika,
<b>III</b>	<b>Wood &amp; PVC Work</b>	
1	Curtain carrier/ Drapery Rod	Marvel, Vista Levlor, Johnson, IKEA, Decowindow
2	EPDM Gasket	Hanu, Anand, Lescuyer. AN Rubber, Kiran Rubber
3	Epoxy Adhesive	Fosroc, Choksey, Ardex Endura (BAL-ENDURA), SIKKA, MYK Laticrete, Pidilite (Roff), Henkel (Loctite)
4	Fire Check door	Navair, Godrej, Shakti Hormann, Dormakaba

	Fire rated doors	Signum fire protection, ASES, Shakti metdoor, navair, Promat, Thrislington, Sukri& Bhawani, Godrej, Shakti Hormann. If fire rated door glass is integral part of fire rated door than it should be of one of the following: Pyroguard, Saint Gobain, Asahi India, Pilkington, Schott
5	Float/Clear/Frosted/Toughen/ Refractive glass or mirror	Modiguard/Modifloat, Asahi India Gass Ltd (AIS), Saint Gobain, Gold Plus
6	Flush door / shutter (ISI Marked)	Duro, Century, Durian, Archidply, Greenply, Jayna, Jain doors pvt ltd, Greenpanel, A1 teak wood, Orion doors Kitply, Kitlam, Marino
7	Friction stay	Securistyle, Ebco (Earl Bihari), Godrej, Hafele, Assa Abloy
8	FRP door	Fiberways, Bhatt FRP, Jain Wood Industries (Jayna), Shiv Shakti Fibre Udyog-ROOFIT, Jain doors pvt ltd, Fibretech Industries and Fibretech Composite
9	Galvanized/ stainless Steel Anchor fasteners	Shakti Fasteners / Corporation, Hilti, Fischer, Wuerth
10	Hydraulic door closer or Door closer, floor spring	Godrej, Dormakaba, Hettich, Hafele, Dorset & Kich India, Ozone, Hardwyn
11	Laminates	Merino, Greenlam, Formica, Kitlam, Action TESA, Century ply, Archidply, Virgo, Royal Touche, Stylam, Northern Laminates
12	Veneers	Century, Greenply, Durian, Archidply, Greenpanel, Duroply, Virgo, Royal Touche
13	Plywood, Marine Plywood/BWP Ply	Greenply, Century, Duro, Merino, Durian, Archidply, greenpanel, Orion doors, Kitply
14	Pre laminated particle board	Ecoboard, Action Tesa, Duro, Centuryply, Greenlam, Merino, Archidply, Greenpanel
15	PVC Shutters/ Frames, Solid PVC frames and shutters	Sintex, Rajshri, Plastogreen
16	UPVC Windows/Doors and Hardwares	Fenesta, Prominace, Aluplast, Kommerling, Rehau, Veka, Duroplast, Advika Profile Pvt Ltd (Fabrication and installation will be done by manufacturer or his authorized fabricator)
17	Locks/Latch	Godrej, Harrison, Dorma, Yale, Doorset (ISI), Hafele, Link, Ozone
18	Wood primer	Asian paints (wood primer-white/pink), Berger, ICI, Nerolac, ICI Dulux. Shalimaar
<b>IV</b>	<b>Steel &amp; Steel Structures</b>	
1	MS pipe (railing)	Jindal Steel & Power Ltd, TATA Steel, RINL, Surya Roshini, SAIL
2	MS tubes	TATA Steel, Apollo, Surya Roshini, Jindal Steel & Power Ltd, SAIL
3	Pressed steel door frame (door choughats, pressed steel choughats )	Jindal Steel & Power Ltd, TATA Pravesh, SAIL, JSW, Hindalco, Godrej, Shakti Hormann
4	Stainless steel	Jindal Steel & Power, SAIL, TATA Steel, JSW or equivalent
5	Stainless steel sink with or without draining board	Nirali, Hindware, Frankee, Neelkanth, Jaquar, Silver Shine (Bluestar Sanitary Pvt Ltd), Jayna, Prayag Polymers Pvt Ltd., CERA, Jindal Steel & Power Ltd

6	Stainless steel door/ window fittings and fixtures	Ozone, Kich, Geze, Suzu, EssEmm, Jindal Steel & Power Ltd, Dormakaba, Dorset, Godrej, Define, Ebco, Tata Pravesh, Hafele
7	Stainless Steel Railing, accessories	Jindal Steel & Power Ltd, Kich, Dormakaba, Geze, Godrej, Hardwyn, Ozone Overseas
8	Steel primer (Red Oxide Zinc Chromate Primer)	Asian Paints, Nerolac, Garware, Berger, ICI Dulux, Shalimar, Indigo
9	Structural Steel Section/Tubular sections	TATA Steel, SAIL, RINL, JSW Steel Ltd, Jindal Steel & Power Ltd, Apollo
10	TMT Bars-Fe 500 D or more	SAIL, TATA Steel, RINL, Jindal Steel & Power Ltd, JSW Steel, Shyam Steel
<b>V Flooring</b>		
1	Ceramic Tiles	Kajaria, Somany, Nitco Ltd, Orient Bell, H&R Johnson, RAK Ceramics, Varmora & AGL (Asian Granito Ltd), CERA
2	Chequered / Tactile Tiles/GRC	A).Chequeured Tiles- H&R Johnson, Nitco Ltd, Ultra tiles Pvt Ltd, Vitco tiles, Somany B). Tactile Tiles -Mayur Dyanmic Tiles & Pavers, , Signxpress India, Eminent Tactiles,Automark industries,Shreeji Tiles C) GRC-Unistone, Everst Composite PVt Ltd, Dalal Tiles Industries, Swastik GRC and FRP components and other company which offer GRC are like H&R Johnson, NITCO, Hindustan GRC company, Kajaria, Somany &AGL.
3	Epoxy Grouting Compound	Pidilite's Roffs, Ferrous crete (Ferro 102), MYK Laticrete, Weber (Sain tGobian), Ardex Endura, Fosroc, Sika, Berger (HomeSheild)
4	Floor hardener	Ironite, Perma, STP Ltd, Hardonate, Fosroc, Sika, MYK Arment, Pidilite (Dr. Fixit)
5	Glass mosaic tile	Italia, Palladio, Mridul, NITCO, Mayur Dyanmic Tiles & Pavers, Pavcon, Pixel Mosaic India, Glass Stone Mosaic Pvt Ltd, Kazaria, Somani, AGL , H&R Johnson
6	Hardener	Hardcrete of Snowcem India, Pidilite, CICO, Fosroc, Sika, Araldite, MYK Laticrete
7	Tile adhesive, Grouts	Ferrous crete (Ferro 1122) ArdexEndura (Gold Star), Pidilite (Roff), WEBER (Saint Gobin), Sika, MYK Laticrete, STP Ltd, Kajaria, BASF, Perma, Ardex Endura, Fosroc, Berger , Asian Paints, JK WallMaxX, Ultratech Fixobond
8	Vitrified Tiles	Johnson-Marbonite, Somany, Kajaria, Orient Bell, NITCO, RAK, Varmora, Restile, AGL, Cera
<b>VI Roofing</b>		
1	GI sheet	SAIL, TATA, JINDAL Steel & Power Ltd, JSW
2	Precoat Profile sheet	Tata, Bhushan, JSW , SAIL, Hindalco, AM&NS India
3	Profile steel sheet	Ezydeck of TATA, Lloyd Superdeck, JSW, Jindal, Bhushan Steel, SAIL, Hindalco, AM&NS India
4	Polycarbonate sheet	Danpalon (DPI), Macrolux, Sabic (Lexan), MG Polyplast, TufLite, Jindal Polycarbonate, Exolon sheets
5	Tensile fabric	Bluestone, Encon (The tensile fabricator), Structure flex, Serge Ferrari, Mehler Texnologies, Polyfab India,Global Tensile Structure
<b>VII Ceiling</b>		

1	Calcium Silicate Board/ Tiles	Aerolite, Ramco-Hilux, Starpan, Promat, Fuji Board
2	Extruded polystyrene insulation board	Supreme-Petrochem, Owens Corning, Neo Thermal Insulation, Sveejay Trading, Insulkart Technologies
3	Glass wool	UP Twiga(Isover), Twiga Fiberglass, Fibretex, Boardsell Limited
4	Gypsum plaster	Ferrous Crete (ferro-500), Ultratech Building Solutions, Gyproc(Elite 90) part of Saint Gobain, JK Lakshmiplast, Birla White, Everest Industries, Buildwell
5	Gypsum board (false ceiling)	USG Boral, India gypsum, Saint Gobain-Gyproc, Buildwell, Everest industries
6	Metal false ceiling	Armstrong, Interarchi-Trac, Durlum, Anutone,USG Boral (Knauf), Saintgobain, Diamond ceiling, Hi steel of PR Ceiling products, Supersil, Vindsil
7	Mineral fibre/ GRG Ceiling	Armstrong, Daiken, Anutone, Diamond, Credence, Saint Gobain, USG Boral, Jayswal Agencies,
8	POP	JK Laxmi, Sakarni, Birla White, Armstrong, USG Boral, Gyproc By Saint Gobian
<b>VIII</b>	<b>A. Finishing -Interior</b>	
1	Acrylic Emulsion Paints	Asian Paints: Tractor Emulsion, Tractor Sparc, Birla Opus: Style Colour Fresh Interior Emulsion, Berger Paints: Bison Acrylic Emulsion, Nerolac: Excel Acrylic Emulsion, Dulux : Promise
2	Acrylic Distemper, Emulsion, Synthetic Enamel Paint and Primer, Multi Surface paint	Asian Paints, ICI Dulux, Berger, Nerolac, Commando, Shalimar, Berger, Birla Opus
3	Cement primer	Nerolac, Berger(BP White), Garware, Asian (Decoprime WT), ICI Dulux (White primer), Shalimar, Indigo
4	Epoxy Primer & Paint	Asain Paints, Nerolac, Berger, Pidilite, ICI Dulux ( Akzo Nobel), CICO, BASF, SIKA, Kansai,, Shalimar
5	Fire Paint	Asian paints, Akzo Nobel, Wuerth, Promat & Jotun, Berger, Birla Opus, Shalimar
6	Melamine polish	Asian paints, Wudfin of Pidilite, Timbertone of ICI Dulux, Berger, Melamine Gold, Garware, ICA Pidilite, Birla Opus
7	Oil bound washable distemper/ dry distemper	Asian paints (Professional acrylic distemper), Nerolac: Beauty Acrylic Distemper, Berger: Bison Acrylic distemper, Garware, DULUX ICI: Maxilite, Shalimaar, Birla Opus
8	Plastic Emulsion Paint	Asian paint (Apolite Heavy Duty Premium Emulsion Paint), Garware, Nerolac: Impression, Berger: Easy Clean, ICI Dulux: 3 in 1
9	Premium Acrylic emulsion paint	Asian Paints: Apcolite Suprema Premium Emulsion, ICI Dulux: Super clean, Super cover, Birla Opus: Calista Ever Clear, Nerolac: Impressions Eco Clean, Beauty Gold Washable Acrylic Emulsion, Berger Paints: Easy Clean, Kolor Plus, Shalimar Premium
10	Wall putty	Asian paints, Birla wall care, Garware, JK White, Home sure/ Buildwell, SARAPUTTY, Berger

<b>VIII</b>	<b>B. Finishing- Exterior</b>	
1	Acrylic smooth exterior paint	Asian paints: Apex Ace Dulux: Promise Exterior emulsion, Berger: Walmasta (lite, medium, glow, Anti fungal) , I Birla Opus- Style Power, Shalimar, Nerolac: Surakhs Acrylic exterior emulsion, Dust reist, Surakhs Plus
2	Multi coat synthetic plaster	Spectrum, Ultratech, Asian, Buildwell Wallplast, Fosroc, Saintgobian-Gyproc, Pidilite-DR.Fixit
3	Premium acrylic smooth exterior paint with silicon additive	Asian Paints: Apexa Suprema, Birla Opus:Calista, Berger-Weathercoat, Nerolac: Excel, ICI Dulux: Weathershield
4	Textured exterior paint	Asian Paints, Nerolac, Berger Paints, Ultratech Paints and Luxture, Birla Opus, Dulux (Akzo Noble)
<b>IX</b>	<b>Roads, Sealing compund, Exapnsion joints etc</b>	
1	Bitumen	Indian Oil, Hindustan Petroleum, Bharat Petroleum, Mangalore Refinery & Petrochemicals Ltd.
2	Modular Expansion joint	Herculus, Sanfield India Ltd, vexcolt, Mageba, D S Brown, Kanwal Industrial corp, Yashraj Rubbers
3	Polysulphide/ Silicon sealant	Pidilite- Dr. Fixit, Fosroc, Tuffseal, Chouksey chemicals, STP Ltd, Sika, BASF, GE plastics, Wuerth, Waker, Bostik
<b>X</b>	<b>Sanitary Installations</b>	
1	CI Manhole Cover	BIC, Jayswal NECO, Hepco (Binay Udyog India Ltd), Kapilansh, RIF, SJIF
2	Jet assembly for EWC/ Health Faucet	Parryware, Jaquar, Marc, H&R Johnson-Prima (ISI), Hindware, Cera
3	PVC Cistern	Jindal PVC Cisterns, Prayag, Commander, Parryware, Hindware, CERA, Somany, Ruhe
4	Sanitary ware, fittings, accessories	Kerovit(Kajaria), Prima, CERA, PLATO, Jaquar, Parryware, Hindware, Prayag Polymers Pvt Ltd
5	Sewage Treatment Plant/ ETP	Orion- RBC technology, Pentapure RO system, Ecogene Concepts LLP, Thermax, Ion Exchange, VA Tech Wabag
6	SFRC Manhole covers and grating	KK Manhole Cover & Gratings, JAIN Sunpipe Industries, Jayswal NECO,
7	SW Pipes (BIS approved)	Supreme, Finolex, Astral, Prince, Ashirvad pipes
8	Towel ring, towel rod/ towel rack	Marc, Jaquar, Kohler, Grohe, Hindware, Parryware, CERA, Prayag, ESSCO
9	Urinal, Washbasin, Orissa Pattern WC, Wall mounted European WC seat with cistern	Hindware, Parryware, Jaquar, Cera, Kohler, Grohe, Prayag, Marc
10	Waste pipe	Kamal, Jaquar, Supreme, Finolex, Astral, Prince, Vectus, Dutron, Ashirvad, Jain Irrigation
<b>XI</b>	<b>Water supply and Fittings</b>	
1	Centrifugally Cast Iron Pipe & Fittings	NECO, SKF, BIC, RIF, Kapilansh, HIF, Raj Pattern Makers & Founders Pvt Ltd,
2	CI double flanged non return valves	Kirloskar, Sant, Kartar, Zoloto

3	CP brass fittings (Superior range)	Jaquar, Marc, Kohler, Grohe, PLATO, Prima, Roca, Player & Kingston, Diamond, Hindware
4	CP brass fittings (Normal range)	ESSCO (by Jaquar), PLATO, Prima, Parryware, CERA, Kerovit (by Kajaria), Johnson, Prayag Polymers Pvt Ltd, Player & Kingston, Varmora
5	CPVC pipe and fittings	Astral, Ashirvad, Prince, Supreme, Finolex, VECTUS, M/s Skipper Ltd & Prayag Polymers Pvt Ltd,
6	DI Pipe & fittings	Electrosteel, Jindal Saw, TATA DUCTURA
7	GI pipe and fittings	Tata, Jindal (Hisar), Prakash surya, Zenith, Swastik, Apollo
8	GI fittings	Unik, AVR, Zoloto, Leader, SANT, Jindal, Tata
9	Gun metal gate valve	Zoloto, Leader, SANT, Kartar, Bajaj, ESSCO
10	HDPE pipes	Vectus, EMCO, Polyfins, Pioneer, Plyfab, Reliance, Jain Pipes, ORIPLAST, Supreme, Finolex
11	Kitchen loft tank	Sintex, TirupatiStructurals Ltd, KMS Plast World Pvt Ltd, Planet Plastics, Sri Kamakshi Traders, Sreyah Novel Inc, Supreme, Vectus
12	MBBR reactor, Multi grade Filter & Activated carbon filter	Degremont, OSDPL, Thermax & ION Exchange, VA Tech Wabag
13	MBBR media	Cooldeck, MM Aqua, Exo aqua, Ion Exchange, Thermax, VA Tech Wabag
14	PE.AL.PE. pipes	Kitech, Vectus, Jindal, Supreme, Astral, Finolex, Kisan
15	PPR pipes	SFMC, SAFE, Pioneer Industries, Vectus, Supreme, Astrla, Finolex
16	PTMT fittings	Prayag, Polytuf, Pearl, Millenium, Essco, Ruhe, Lipka, Commander
17	PVC Connection pipe	Supreme, Finolex, Prince, Astral, Vectus, Dutron, Ashirvad, Kisan, Skipper, Jain Irrigation
18	PVC rain water pipe & fitting (SWR) Pipes	Finolex, Kisan, Kasta, Supreme, Astral, Prince, Vectus
19	PVC water storage tank	Sintex, Vectus, Plasto, Supreme
20	Sluice Valve	Kirloskar, Venus, Kalpana, SANT, KARTAR, Zoloto, Leader, ESSCO
21	UPVC pipe & fittings	Astral Flowguard, Ashirvad, Prince, Supreme, Finolex, Vectus, M/s Skipper Ltd, Prayag Polymers Pvt Ltd
<b>XII</b>	<b>Aluminium Works</b>	
1	Aluminium Composite Panel	Alpolic, Alucobond, Reyno bond, Eurobond, Alstrong, Durabuild
2	Aluminium Extrusion	Hindalco, Indalco, Jindal
3	Aluminium Section	Indalco, Hindalco, Jindal & Indian Aluminium Co.
4	Aluminium shuttering	Knest, S-form, Durand forms (India) Pvt Ltd, Mivan
5	Annealed Float Glass	Saint Gobain, Modiguard, Asahi, Modi Float, Glaverbel

6	Anodized Aluminium Hardware (Heavy Duty)	Kilong, aluaplpha, Classic & Ebco, Hardima, Everite, Sigma(ISI marked), DEFNE, Schueco, Bhoruka, Kawaneer
<b>XIII AAC, Paver Block or Similar type</b>		
1	AAC BLOCK	Birla Aerocon (HIL), Ultratech, Ecolite (JVS), Concretite, J. K. Laxmi (Cement Ltd.), BILTECH (Siporex, ACE), Kansal, Dlite Blocks, Orilite – Kota, MAXlite AAC Blocks, Gravit, Finecrete, RS Green
2	AAC Block Adhesive	Ferrous crete, ARDEX ENDURA, Ultratech, Perma, Home Sure/Build well, ika, MYK Laticrete, Birla Aerocon, JK Lakshmi.
3	CC Paver/Grass Paver	Nitco, Hindustan Tiles and concrete Pavers, Ultra, KJS Concrete, Duracrete, Mehtab Tiles, Kaptim, Paver India, Mohta Cement Pvt Ltd, Kansal Buildmart LLP, Dalal Bricks and Pavers
	Paver Block & Kerb Stone	Pavcon, Mayur Dyanamic tiles & Pavers, KK Concrete Products, Sharda & Navya, Mohta Cement Pvt Lts, ACC, VITCO
4	Precast CC interlocking tiles	Hindustan, Paver India, KK Concrete, Mohta Cement Pvt Ltd
<b>XIV Other Miscellaneous</b>		
1	Auditorium Chairs	Godrej, Wipro, Methodex, Bonton, Penworker, Durion, Spacewood, Supreme
2	Modular kitchen	Godrej, Evok by Hindware, Sleek (Asian Paints), Spacewood, Kutchina