BEFORE THE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH
NEW DELHI

ORIGINAL APPLICATION No. 164 OF 2018

IN THE MATTER OF:

ASHWANI KUMAR DUBEY .....APPLICANT

VERSUS

UNION OF INDIA & ORS. .....RESPONDENTS

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NOTARY STATE OF MP

5000

Northern Coalfields Ltd.

Through

ASHUTOSH THAKUR, Adv
#321, C.K.Daphtary Block,
New Lawyers Chamber,
Supreme Court of India,
New Delhi-110001
Email-ashu2638@gmail.com
Mob-9717284820
8700083787

Filed on:04/07/2024
Place: New Delhi

NOTARY STATE OF MP

S. R. 3437/2024
Piece 1
Date 03/07/2024

5001

BEFORE THE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH

NEW DELHI

ORIGINAL APPLICATION No. 164 OF 2018

IN THE MATTER OF:

ASHWANI KUMAR DUBEY .....APPLICANT

VERSUS

UNION OF INDIA & ORS. .....RESPONDENTS

AFFIDAVIT ON BEHALF OF NORTHERN COALFIELDS LTD IN SUPPORT OF OBJECTION-CUM-AFFIDAVIT OF COMPLIANCE OF THE RECOMMENDATIONS OF THE FACT-FINDING COMMITTEE.

I, Sanjeev Kumar, aged about 55 years, S/o Sri Yogendra Narain , R/o Amlohri Project NCL, Post- Amlohri, Dist- Singrauli, Madhya Pradesh, Presently at NCL-HQ Singrauli do hereby solemnly affirm and declare as under: -

1. That I am working as General Manager (Environment & Forest), Northern Coalfields Limited, Singrauli, 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. That the accompanying affidavit has been drafted under my instructions, which I have read and fully understood. The averments therein are true and correct to my knowledge.

3. That the aforesaid matter is pending consideration for deciding the objection of the respondents titled as "Ashwani Kumar Dubey Vs UOI &

Ramashankar Shah
NOTARY Waidhan
Dist Court Singrauli (M.P.)

S. R. 34371/2024
Place Waidhan
Date 03/7/2024

Ors" being O.A No. 164/2018, wherein, Northern Coalfields Ltd is one of the respondents.

4. That the Hon'ble Supreme Court vide its order dated 05.07.2023 passed in Civil Appeal No. 3856/2022 and other connected Appeal has set aside the Order dated 18.01.2022 passed by this Hon'ble Tribunal in O.A No. 164/2018.

5. That this Hon'ble Tribunal vide its order dated 18.01.2024 granted 4 weeks' time to file objection and vide order dated 19.03.2024 directed the parties to file their Objection (if any) to the report of the committee within a month.

6. That objections to the report of the fact finding committee has been received from all 10 projects of the Northern Coalfields Ltd. and the same is placed before this Hon'ble Tribunal for adjudication of the same without any further delay.

7. That the delay (if any) in filing the present Objection-cum-Affidavit of compliance is neither deliberate nor intentional but due to compilation of the voluminous data by different projects which took some time.

8. That Northern Coalfields Ltd is a law abiding entity would always endeavor to comply with the legal requirements or as and when directed by this Hon'ble Tribunal.

Ramashankar Shah
NOTARY Waidhan
Dist Court Singrauli (M.P.)

S. R. 3432/2024
Place Urga
Date 03/7/24

9. 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.

03/07/24
DEPONENT

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.

Verified at Singrauli on this 3rd day of July, 2024.

03/07/24
DEPONENT

Sig. Of Deponent Executent

Identified by

Ramashankar Shah
NOTARY Waidhan
Dist Court Singrauli (M P.

NOTARY

नॉर्दर्न कोलफील्ड्स लिमिटेड
खड़िया परियोजना
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

एन सी एल
NCL

Northern Coalfields Limited
Khadia Project
(A Miniratna Company)
(A subsidiary of Coal India Limited)

Office of General Manager

Digital India

स्वच्छ भारत
एक कदम स्वच्छता की ओर

CIN- U10102MP1985GOI003160
An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company
थाना. शक्तिनगरए जनपद.सोनभद्र .उ॰ प्र॰द्वए पिन . 231222/ **Thana-Shaktinagar, Dist. Sonebhadra (U.P.) Pin- 231222**
Phone: 05446- 232274, (FAX) 05446- 232274 Email: cgm.khd@gmail.com, website www.nclcil.in

No. KHD/GM/Min/Env/OA 164 of 2018 /24-25/ 4340 Date: 25/06/2024

To,
The General Manager (Environment),
NCL, Singrauli.

Sub: Objection to be filed before Hon'ble NGT, New Delhi in the matter of OA No. 164/2018 (Ashwani Dubey vs Union of India & others)
Ref:- 1.Your office`s letter 464 dated 06.06.2024

Dear Sir,

As discussed during the VC on 25.06.2024 with advocate related to the aforementioned matter, updated response pertaining to Khadia projects is attached herewith. It is pertinent to mention that all the annexures mentioned in the response have been submitted to your office earlier vide mail dated 18.04.2024. Updated annexure enclosing latest NIT for installation of Wheel washing facility vide NIT no. GM/KHD/C/24-25/ETN-05 dated 22.05.2024 with respect to Khadia is attached herewith as Annexure-J.

Yours sincerely,

25/06/2024
General Manager
Khadia Area

Northern Coalfields Limited
Khadia Area

Recommendations of the Committee (UP)	Objections	Present Status
The unit should ensure continuous operations of ETP. The unit should trap all the bypasses and should ensure that no treated/untreated effluent will be discharged in to the environment.	At Khadia Project, NCL, an Effluent Treatment Plant of 38.4 MLD capacity is operational. Copy of LoA issued for operation and maintenance of ETP at the time of inspection is enclosed herewith as **Annexure – A.** ETP of Khadia Area is constructed with provision of collection of waste water streams from CHP, Workshop and mine effluents into ETP through hume pipe (900 mm dia). In the year 2021, abnormally high precipitation was received in the area. The average rainfall of the region is around 1200 mm whereas, in the year 2021, total rainfall of 2044 mm was received (70.33% higher than average) The abnormally high rainfall causes huge quantities of silt to be displaced and flow along with runoff water. Although Khadia project had all the safety measures such as gabion walls, retaining wall, catch drains siltation ponds in place, but due to high abnormal rain, hume pipeline leading to ETP received silt through mine water which led to chocking of this hume pipe. It is pertinent to mention here that in the previous inspection ETP was found operational. A detailed reply has already been submitted to General Manager (Environment), NCL Singrauli vide letter no. NCL/KHD/GM/Min/Env/NGT/22-23/3385 dated 06.05.2022 (Copy enclosed as **Annexure-B**).	Additional provision for feeding raw water into ETP has been provided to ensure that no untreated/ treated water is allowed to exit mine premise. Copy of LoA issued for operation and maintenance of ETP at present is enclosed herewith as **Annexure – C.**
The unit can be asked to ensure the proper and regular operation of the water spraying system	At the time of inspection by the joint committee, following measures were in place for the purpose of	Multi approach water sprinkling is in place at Khadia Project:-

Recommendations of the Committee (UP)	Objections	Present Status
for effective control of fugitive dust emissions.	water spraying system. ○ Water sprinkling on haul roads was being done through departmental and contractual water tankers. In this regard, relevant pages of agreements held between NCL and HoE companies with direction to depute sufficient nos. of water tankers are enclosed herewith as **Annexure-D** ○ Fixed water sprinklers were installed and operational near coal yard no. 1. Copy of LoA issued for installation of fixed water sprinklers is enclosed herewith as **Annexure-E.** ○ Regular sprinkling was being ensured in Coal Handling Plant at all transfer points for control of dust emissions. ○ One no. of Fixed Fog cannon was installed and operational near coal yard 1(Copy of procurement of one no. of fixed fog cannon is enclosed herewith as **Annexure-F**). ○ One no. of truck mounted fog cannon system was operational at the time of inspection (Copy of procurement with CAMC of truck mounted fog cannon is enclosed herewith as **Annexure**-G).	• Water sprinkling on haul roads is being done through departmental and contractual water tankers. • Fixed water sprinklers have been installed near coal yard no. 1 • Regular sprinkling is being ensured in CHP at all transfer points for control of dust emissions. • Four Fixed Fog cannon have been installed near coal yards (Copy of hiring of additional 03 nos. of fixed fog cannons are enclosed herewith as **Annexure- H**). • Two nos. of truck mounted fog cannon system (one departmental and one hired) are operational (Copy of hiring of additional one no. of fog cannon is enclosed herewith as **Annexure-I**).
The unit can be asked to strengthen the vigilance mechanism to identify the default transporters and take stringent action against them.	For the purpose of vigilance mechanism, all the exit points are being monitored through CCTV cameras.	It is being strictly monitored through a network of CCTV cameras on the exit gates of the mine and no truck is being allowed to exit without tarpaulin covering.
The unit can be asked to provide effective tyre washing facility for transport vehicles.	Action had already been initiated before the inspection and activity for installation of tyre washing facility was in progress.	Khadia Mine is in process to develop tyre cleaning mechanisms to trap the coal dust from the wheels of transportation vehicle. For the purpose, 03 tenders have been floated (vide NIT No. GM/KHD/C/22-23/ETN-472 dated 09.01.2023,

Recommendations of the Committee (UP)	Objections	Present Status
		GM/KHD/C/22-23/ETN-485 dated 29.03.2023 and GM/KHD/C/23-24/ETN-496 dated 22.07.2023). for the installation of tyre washing facility but no bidder in first two bids was technically qualified and during last bid, the qualified party was already banned by M/s GSRTC, Gujarat and therefore NCL unit also had to cancel the tender. A new tender was floated vide NIT no. GM/KHD/C/24-25/ETN-05 dated 22.05.2024 which opened on 12.06.2024. TCR is currently under preparation for the proposal. (Copy of NITs published are enclosed as **Annexure-J**)
The unit can be asked to ensure proper treatment and disposal of MSW generated in their residential colony.	At the time of inspection, municipal solid waste was being collected door-to-door and the collected waste was being stored at a designated landfill site.	MSW is being segregated & stored as per Solid Waste Management Rules, 2016. For the purpose, construction for different sheds as per Solid Waste Management Rules, 2016 have been completed and wastes are being segregated and disposed as per rules. (Copy of the LoA issued is enclosed as **Annexure-K**).
The unit can again be asked to submit the time-bound action plan for compliance with the provision of the Notification of 2009 regarding utilization of 25% fly ash along with Over Burden (OB) for back-filling the abandoned mine.	There are following constraints in fly ash filling in operating mines: 1. Khadia mine operates at a high stripping ratio of 3.52 and above (ratio of volume of waste rock/OB to be removed per ton of coal). 2. Mine is working with HEMM and there is high traffic density in the mines including dump area. 3. In this regard, a lab study has been done by Institute of National repute viz.. IIT BHU. As	Considering the recommendations made by IIT-BHU, another study by CSIR-CIMFR, Dhanbad is being conducted in Nigahi mines of NCL in relation to the backfilling through Fly Ash. A fly ash mixed dump has been created in Nigahi area for the purpose. The impact of monsoon is yet to be assessed and the final outcome of the study is likely to be given by CSIR-CIMFR after monsoon period.

Recommendations of the Committee (UP)	Objections	Present Status
	per the results of the technical study. : It is technically not feasible to dump the fly ash in Mine dump due to geo mining conditions, high stripping ratio, and huge rate of OB removal and instability of dump during rainy season in present condition. (Copy of conclusion of the report is enclosed herewith as Annexure-1)"	(Copy of the Work order issued to CSIR-CIMFR Dhanbad is enclosed as **Annexure-L**).
The unit can be asked to take corrective action so that the site of CAAQMS could be open from all the direction.	It is being ensured that CAAQMS is free from obstruction in its surroundings.	CAAQMS is free from obstruction in its surroundings.
Further. the committee recommends for imposing environmental compensation (EC) of Rs. 27,60,000/- for discharging untreated/treated effluent into the Rihand Reservior.	At Khadia Project, NCL, an Effluent Treatment Plant of 38 MLD capacity is operational. Copy of LoA issued for operation and Maintenance of ETP at the time of inspection is enclosed herewith as **Annexure-A.** ETP of Khadia Area is constructed with provision of collection of waste water streams from CHP, Workshop and mine effluents into ETP through hume pipe (900 mm dia). In the year 2021, abnormally high precipitation was received in the area. The average rainfall of the region is around 1200 mm whereas, in the year 2021, total rainfall of 2044 mm was received (70.33% higher than average). The abnormally high rainfall causes huge quantities of silt to be displaced and flow along with runoff water. Although Khadia project had all the safety measures such as gabion walls, retaining wall, catch drains siltation ponds in place, but due to high abnormal rain,	Continuous operation of ETP is being ensured. Additional provisions for feeding raw water into ETP has been provided to ensure that no untreated/ treated water is allowed to exit mine premise. Copy of LoA issued for operation and Maintenance of ETP at present is enclosed herewith as **Annexure-C.**

Recommendations of the Committee (UP)	Objections	Present Status
	hume pipeline leading to ETP received silt through mine water which led to chocking of this hume pipe. It is pertinent to mention here that in the previous inspection ETP was found operational. A detailed reply has already been submitted to General Manager (Environment), NCL Singrauli vide letter no. NCL/KHD/GM/Min/Env/NGT/ZZ-Z3/3385 dated 06.05.2022 (Copy enclosed as **Annexure-B**). Further it is pertinent to mention here that in the updated progress report of the oversight committee dated 14.01.2022 regarding O.A. no. 164/2018 (earlier O.A. no. 276/2013) in Re: Ashwani Kumar Dubey Vs. Union Of India & Ors (Published at website of Hon'ble NGT) has accepted that "NCL Khadia Project has installed ETP of 38 MLD capacity. The treated effluent is being reused in dust suppression, firefighting etc. and ZLD is being maintained" and this condition is being shown complied.(Copy is enclosed as **Enclosure L**)	
Recommendations of the Committee (MP)	**Objections**	**Present Status**
E. The study report undertaken by the IIT BHU regarding utilization of fly ash in external OB of the mines shall be submitted as soon as it is received.	The final study report has been received from IIT-BHU Varanasi on 07.03.2022 and has been submitted to MPPCB. Conclusion of the report is enclosed herewith as **Annexure M.**	The final study report has been received from IIT-BHU Varanasi on 07.03.2022 and has been submitted to MPPCB on 03.05.2023, pertaining to report of Khadia OCP.
G. The regular calibration of the CAAQMS installed by the mines shall be ensured as per the prescribed frequency of calibration and reported from time to time.	At the time of inspection, the work for Annual Maintenance Contract was already in operation which included calibration of CAAQMS on monthly basis. The copy of award of work to M/s M/s Environment S.A. Pvt Ltd (Now name changed to M/s Envea India Private Ltd) is enclosed herewith as **Annexure-N.**	The work of AMC of CAAQGMS has been awarded to M/s Envea India Private Limited, which also includes calibration of CAAQMS. Copy of the work order is enclosed herewith as **Annexure-O.**
I. Health check up of villagers through mobile medical van should be continued for the	Under CSR activities, medical camps are regularly being organized for health checkup of nearby villagers.	Health checkup is regularly being organized under CSR activity. In FY 2023-24, 02 such camps have

Recommendations of the Committee (UP)	Objections	Present Status
detection of the occupational diseases like silicosis. fluorosis etc. and treatment be provided under CSR activities and reported from time to time.		been organized. Photograph of the organization of camp is enclosed herewith as **Pic-1.**

Annexure -I 5011

ANNEXURE -A

NORTHERN COALFIELDS LIMITED
OFFICE OF THE GENERAL MANAGER: KHADIA AREA
CIVIL DEPARTMENT

PO: KHADIA PROJECT, DISTT. SONEBHADRA(UP)-231 222.

Ref No.-2497 /Kh/C/LOA/Operation & maint. of ETP/2186/2021/ 348 Dated- 16-9-2021

To,

M/s S. S. Associates,
Jamshila Bina,
Dist.- Sonebhadra(UP)

Bank A/C No. 7045691868, Indian Bank, Anpara,
PAN No. ACDFS9201J
GST No. 09ACDFS9201J2ZW
Email ID- ss.associates231220@gmail.com

Sub- LOA for the work "Operation, and maintenance of ETP including painting work for one year at Khadia Project".

Ref: (i) NIT No.GM/KHD/Civil/21-22/ETN-420 Dated: 16.08.2021
(ii) Tender ID No- 2021_NCL_215088_1
(iii) Your offer dated 26.08.2021.

Dear Sir,

With reference to the above we are pleased to convey that your offer to undertake the subject work at a total value of **Rs. 1999599.56 (Rupees Nineteen lakh Ninety nine Thousand Five hundred Ninety nine and paise Fifty Six) only including GST** only has been accepted subject to the following stipulations:

1) All the materials and equipment required for the work will be arranged by you.

2) You are required to submit the Registration/license under Contract Labour (R&A) Act, 1970 within 10 (Ten) days from the date of receipt of this letter of acceptance, if required.

3) The Performance Security (first part of security deposit) shall be **3%** of the contract value amounting to **Rs. 59988.00 (Rupees Fifty Nine Thousand Nine hundred Eighty eight) only.** All ruining account bills shall be paid @ 95% of work value. This 5% deduction towards retention money will be the second part of security deposit.

4) You are required to submit the following **within 21 (Twenty one)** days from the date of issue of this letter of acceptance for issuing formal work order and executing agreement for the work.

i) **Rs 59988.00 towards of 3%** Performance Security in acceptable form.
ii) Copy of Income Tax PAN
iii) Copy of GST registration Certificate & Service Accounting Coe (SAC) of works/services.
iv) Copy of Memorandum and Article of Association/Power of attorney/partnership deed, if Any.
v) Copy of CMPF/EPF Registration or Copy of Affidavit for implementation of CMPF Act.

Contd page -2-

O/C

Rishad.
18/09/2021

vi) Authorization form for e-payment duly filled-in.
vii) PERT/BAR chart showing percentage of periodical progress for completion of work.
viii) Non-judicial Stamp Paper for Rs. 100/-.
ix) Copy of the letter of handing over the site.
x) A certificate from practicing Chartered Accountant having a valid Membership Number for complying of Anti-Profiting Clause U/S 171 as well as Office Memorandum F. No. 296/07/2017- CX.9 dated 15.06.2017 issued by Department of Revenue, Ministry of Finance, GOI, if required. If Security Money is deposited in the form of Bank Guarantee, it should be issued through Structural financial Messaging System (SFMS) Platform as per format given in the Tender Document.
X) Insurance policy as per 13 (XVIII) of General terms and condition of tender document.

5) The work shall be completed within **365 (Three Hundred Sixty Five)** days ,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 whichever is later.

6) In case you, without reasonable cause or valid reasons, commits default in commencing the work as Per clause no 5 of the LOA, the company shall, without prejudice to any other right or remedy, be at liberty,by giving 15 day's notice in writing to you to commence the work,failing which to **Forfeit the Earnest Money** deposited by you, rescind the Letter of Aceptance of Tender/Work order and also to debar you to take part in the future re-tender.
In place of a bid security (EMD),for defaults which attract forfeiture of EMD as defined in the request for bids documents,you will be banned for two years from being eligible to submit bids in CIL and its subsidiaries

7) The work should be executed as per General Terms & Conditions, Additional Terms & Conditions, Special Terms & Conditions, CPWD Specification/BIS Standards/description of the items of the accepted Tender documents and instructions of EIC.

8) You shall not pay less than the minimum Wages Act or such other legislation or award of minimum wages fixed by the respective State Govt. Or Central Govt. as may be in force.

9) You should ensure implementation of CMPF and Miscellaneous Provision Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act, 1952 as the case may be and allied scheme framed there under in respect of workers deployed by you and will have to recover statutory dues and deposit the same along with employer's contribution (Contractor's share) to the respective CMPF/EPF Office and to submit statutory returns under intimation to Principal Employer.

10) All Texas (Except GST), local, municipal, provincial or central etc. and cess, royalties etc as payable shall be to the contractor's account and shall be deemed to have been included in the tendered rate for the work to be executed.

11) Regarding GST, the following may please be noted:

a) GST will be reimbursed on production of uploaded invoice/documentary evidence. Amount of statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2A of NCL in the common portal of GST and after submission of documentary evidence of deposition of GST taxes and filing of GST returns.
b) You will have to pass in input tax credit by way of enclosing original tax input invoice with bill.

Contd page -3-

c) All invoice submitted by you will have to be in the form of GST invoice giving all details as required under the law. You will raise invoice strictly adhering to provisions of Section 31 under CGST Act 2017 along with Rule 46 & 47 of CGST Rule, 2017. You will indicate the rate as well as amount of CGST, SGST or IGST in invoice. You will upload the details of invoice on GST portal as per provisions of GST Act. Invoice issued by you should bear GST Registration Number of NCL (23AABCN4884HEM1ZE (MP) & 09AABCN4884H1Z4 (UP) to enable NCL to claim input tax credit.

d) You will file all the Returns and details as applicable under GST laws & rules with due dates.

e) You will give an undertaking on invoice or as separate Annexure along with the invoice that the Invoice/applicable GST returns has been/will be uploaded on GST Portal within due time as prescribed in CGST Act and CGST, SGST or IGST has been deposited as per the provision of GST Act and rules thereof.

f) f- If there is any delay of payment against the invoice due to your fault and if any reversal of input tax arises, the same will be recovered from you along with interest and penalty if any, as paid by NCL/Khadia Project due to reversal.

g) In case the GST rating of vendor on the GST Portal/Government's official website is negative/black listed at any stage even after award of work, NCL has right to cancel the letter of award.. NCL shall not be obliged or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any incurred by NCL.

h) You will issued credit note as per provisions of Rule 53 of CGST Rule, 2017 on quality deduction or liquidated damages, if any arises.

i) If you default in uploading the invoice/applicable GST returns or default in deposit of applicable GST taxes, NCL reserves the right to upload such defaulter on NCL website and may also debar you from participating in future tenders for a minimum period of one year.

12) All the clauses of safety code on the tender document, as laid down in additional safety measures to be taken by the contractor, are to be strictly followed.

13) Please contact Project Engineer(Civil)/Khadia Project for commencement of the work.

Yours faithfully,

16/09/2021

Staff Officer (C),
Khadia Area.

Copy to:

1) GM/Khadia Area.
2) GM(C)/NCL/Singrauli
3) GM(Vig)/Singrauli
4) PO/KHD
5) AFM/Khadia :- Ref: FD No. FC/AFM/KHD/21-22/008812/01/15 dt. 15.09.2021 for Rs. 1085000.00
6) SO(P),Khadia Area.
7) Project Engineer(Civil)/KhadiaProject.
8) AM(Civil)/Mines,Khadia Project.
9) ALC(C)/LEO(C), Allahabad,189/A-4,Alopibagh, PO-Daragarj,Praygraj(UP)
10) Shri Prashant Tripathi,Asst.Mgr(C)/TS,Khadia Project.-For uploading AOC.

Vide receipt No 839714
Enrolled to Party 18/09/21

Ex Issue - A

ANNEXURE -B

नॉर्दर्न कोलफील्ड्स लिमिटेड
खड़िया परियोजना
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

Northern Coalfields Limited
Khadia Project
(A Miniratna Company)
(A subsidiary of Coal India Limited)

Office of General Manager

CIN- U10102JH1985GOI003160
An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company
थाना–शक्तिनगर, जिला–सोनभद्र (उ0प्र0) पिन–231222/ Thana-Shaktinagar, Dist. Sonebhadra (U.P.) Pin- 231222
Phone: 05446- 232274, (FAX) 05446- 232274 Email: cgm.khd@gmail.com, website : www.nclcil.in

Ref: NCL/KHD/GM/Min/Env/NGT/22-23/3385 Date:- 06/05/2022

To,
General Manager (Environment)
NCL Singrauli

Subject:- Regarding imposition of Environmental Compensation (EC) of Rs. 27,60,000/- for discharging untreated/treated effluent in the Rihand Reservoir
Ref.:- Your Office's letter no. NCL/HQ/ENV/2022/8702 dated 04.04.2022

Dear Sir,

In pursuance with letter at reference, Khadia Area, NCL wishes to submit following facts and findings against Environmental Compensation (EC) of Rs. 27,60,000/- for discharging untreated/treated effluent in the Rihand Reservoir as in Judgment passed by Hon'ble National Green Tribunal on 18.01.2022 in the O.A. no. of 164 /2018 and other connected matters.

1) ETP of Khadia Area was constructed with provision for collection of waste water streams from CHP, Coal workshop and mine effluent into ETP **through hume pipeline (900 mm dia)**. The waste water from mine is led to ETP which is being operated on continuous basis and the treated water is being reused in dust suppression, firefighting etc. No water is discharged outside the mine premises. (LOA of Operation and Maintenance of ETP is enclosed as Annexure-1)

2) In the year 2021, abnormally high precipitation was received in the area. The average rainfall of the region is around 1200 mm whereas, in the year 2021, **total rainfall of 2044 mm was received (70.33% higher than average).**

3) The abnormally high rainfall cause huge quantities of silt to be displaced and flow along with runoff water.

4) Khadia Project had measures in place for safe arrest and disposal of silt within the premises. Every year, as part of monsoon preparation, gabion walls, retaining walls, catch drains, siltation ponds are constructed along with silt cleaning. (Copy of LoA issued for construction of gabion walls, retaining walls, silt cleaning etc issued for execution of work in 2021-22 are enclosed as Annexure-2). Further, the mine effluent are allowed to settle in the mine sumps with capacities 1.5 Lakh m3(Sump S1), 2.3 Lakh m3 (Sump S2), & 3 Lakh m3(Sump S3)

5) However, the hume pipeline leading to ETP received silt through mine water due to heavy rain which eventually led to choking of hume pipe.

6) It is also important to mention here that Committee constituted under judgement given by Hon'ble NGT in the matter of OA No. 164/2018 has visited every quarter since August 2020. **The team itself has observed the operation of ETP and compliance of zero water discharge during previous visits,** which can be corroborated through committee recommendation (Annexure – 3,4 & 5).

7) Additionally, a Scheme for **updation/modification of ETP has already been approved, which includes separate/parallel channel for raw water intake from CHP & Workshop to ETP.**

8) It is also to be apprised that Khadia Project has provided a parallel drain along the the humepipe as an additional / standby arrangement.

9) As pointed in the judgement under Point 2.5.3, page 68 regarding non-functionality of ETP during previous visit, Khadia Area wishes to clarify that since the area had received heavy rains at the time, silt deposition led to sudden failure of pumping arrangement of waste water from raw water tank to flash mixer. Regional Officer, UPPCB, Sonebhdra, who is also a team member of the oversight committee was informed about the smooth operation of ETP after rectification of problem. This can also be corroborated from the committee recommendation enclosed herewith as Annexure - 5. This is also to be certified that no waste water was discharged during maintenance period of ETP.

10) The fine as imposed in the judgment is based on the single day visit of the team on 20.11.2021, which is **not representative of the whole quarter** for which penalty has been imposed.

11) No opportunity was provided to Khadia Project to submit the clarification before imposition of Environmental Compensation.

In view of the above, it is requested to kindly take up the matter at an appropriate level for proper redressal.

Yours faithfully,

06/05/2022

General Manager
Khadia Area, NCL

ANNEXURE -C

NORTHERN COALFIELDS LIMITED
OFFICE OF THE GENERAL MANAGER: KHADIA AREA
CIVIL DEPARTMENT
PO: KHADIA PROJECT, DISTT. SONEBHADRA(UP)-231222.

No.-2605 /Kh/C/LOA/Operation & Maint. of ETP/2284/2024/ 41 Dated- 09-04-2024

To,
M/s Ram Veechar Construction,
Ward 23,
Village- Gharauli Kala,
P.O- Nigahi,
Distt.- Singrauli (MP).
PIN-486884

Bank A/C No. 452605010000119, UBI, Nigahi.
PAN No. BVLPR6177C
GST No. 23BVLPR6177C2ZC
Email ID- sendinesh1234@gmail.com

Sub-LOA for the work "Operation and maintenance of ETP for two months in Khadia Project".

Ref: (i) NIT No.-GM/KHD/C/23-24/ETN-535 Dated: 22.03.2024
(ii) Tender ID No- 2024_NCL_305777_1
(iii)Your offer dated 30.03.2024

Dear Sir,

With reference to the above we are pleased to convey that your offer to undertake the subject work at a total value of **Rs. 497134.98 (Rs. 421300.83 + GST @18 % Rs. 75834.15) (Rupees Four lakh Ninety Seven Thousand One Hundred Thirty Four and paise Ninety Eight)** only has been accepted subject to the following stipulations:

1-All the materials and equipment required for the work will be arranged by you.
2-You are required to submit the Registration/license under Contract Labour (R&A) Act, 1970 within 10 (Ten) days from the date of receipt of this letter of acceptance, if required.
3-The Performance Security (first part of security deposit) shall be **5%** of the contract value amounting to **Rs. 21066.00 (Rupees Twenty One Thousand Sixty Six)** only**. The Earnest money amounting to Rs. 10400.00** deposited by you along with the tender through Axis Aggregator Bank **PRN No. 3168591044450** has been taken as part of Performance Security. All ruining account bills shall be paid @ 95% of work value without GST. This 5% deduction towards retention money will be the second part of security deposit.
4-You are required to submit the following **within 21 (twenty one)** days from the date of issue of this letter of acceptance for issuing formal work order and executing agreement for the work.
(i) **Rs. 10666.00 towards balance amount of 5%** Performance Security in acceptable form.
(ii) **Rs. 176039.79** towards amount of Additional Performance Security in acceptable form.
(iii) Copy of Income Tax PAN
(iv) Copy of **UPGST** registration Certificate & Service Accounting Code (SAC) of works/services.
(v) Copy of Memorandum and Article of Association/Power of attorney/partnership deed, if any.
(vi) Copy of CMPF/EPF Registration or Copy of Affidavit for implementation of CMPF Act.
(vii) Authorization form for e-payment duly filled-in.
(viii)PERT/BAR chart showing percentage of periodical progress for completion of work.
(ix) Non-judicial Stamp Paper for Rs. 500/-.of UP State.
(x) Copy of the letter of handing over the site.
(xi) A certificate from practicing Chartered Accountant having a valid Membership Number for complying of Anti-Profiting Clause U/S 171 as well as Office Memorandum F. No. 296/07/2017-CX.9 dated 15.06.2017 issued by Department of Revenue, Ministry of Finance, GOI, if required. If Security Money is deposited in the form of Bank Guarantee, it should be issued through Structural financial Messaging System (SFMS) Platform as per format given in the Tender Document.

(xii)That you have to take necessary insurance for the full contract period for Workmen compensation policy , in the joint name of **Northern coalfields limited and the contractor.** The policies and certificates for the insurance as per clause no. 13 (xviii) of General Terms &Condition of Tender document shall be delivered by you to the Engineer-in-charge for his approval before commencement of the work .

5- The work shall be completed within **60 (Sixty)** days, 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 whichever is later.

6- In case you, without reasonable cause or valid reasons, commits default in commencing the work as per clause no 5 of the LOA, the company shall, without prejudice to any other right or remedy, be at liberty, by giving 15 day's notice in writing to you to commence the work, failing which to **Forfeit the Earnest Money** deposited by you, rescind the Letter of Acceptance of Tender/Work order and debarring to take part in the future re-tender along with other actions as per tender documents.

7. In case you fail to submit the performance security and Additional performance security, if any within 21 days
   a) Then the award of the work shall be cancelled with forfeiture of earnest money.
   b) Debar from participating in future tenders for a minimum period of 12 months as per NIT.

8- The work should be executed as per General Terms & Conditions, Additional Terms & Conditions, Special Terms & Conditions, CPWD Specification/BIS Standards/description of the items of the accepted Tender documents and instructions of EIC.

9- You shall not pay less than the minimum Wages Act or such other legislation or award of minimum wages fixed by the respective State Govt. Or Central Govt. as may be in force.

10-You should ensure implementation of CMPF and Miscellaneous Provision Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act, 1952 as the case may be and allied scheme framed there under in respect of workers deployed by you and will have to recover statutory dues and deposit the same along with employer's contribution (Contractor's share) to the respective CMPF/EPF Office and to submit statutory returns under intimation to Principal Employer.

11-All Texas (Except GST), local, municipal, provincial or central etc. and cess, royalties etc as payable shall be to the contractor's account and shall be deemed to have been included in the tendered rate for the work to be executed.

12- Regarding GST, the following may please be noted:

a- GST will be reimbursed on production of uploaded invoice/documentary evidence. Amount of statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2A of NCL in the common portal of GST and after submission of documentary evidence of deposition of GST taxes and filing of GST returns.

b-You will have to pass in input tax credit by way of enclosing original tax input invoice with bill.

c- All invoice submitted by you will have to be in the form of GST invoice giving all details as required under the law. You will raise invoice strictly adhering to provisions of Section 31under CGST Act 2017 along with Rule 46 & 47 of CGST Rule, 2017. You will indicate the rate as well as amount of CGST, SGST or IGST in invoice. You will upload the details of invoice on GST portal as per provisions of GST Act. Invoice issued by you should bear GST Registration Number of NCL(23AABCN4884HEM1ZE (MP) & 09AABCN4884H1Z4 (UP) to enable NCL to claim input tax credit.

d-You will file all the Returns and details as applicable under GST laws & rules with due dates.

e-You will give an undertaking on invoice or as separate Annexure along with the invoice that the Invoice/applicable GST returns has been/will be uploaded on GST Portal within due time as prescribed in CGST Act and CGST, SGST or IGST has been deposited as per the provision of GST Act and rules thereof.

f- If there is any delay of payment against the invoice due to your fault and if any reversal of input tax arises, the same will be recovered from you along with interest and penalty if any, as paid by NCL/Khadia Project due to reversal.

g-In case the GST rating of vendor on the GST Portal/Government's official website is negative/black listed at any stage even after award of work, NCL has right to cancel the letter of award.. NCL shall not be obliged or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any incurred by NCL.

h-You will issue credit note as per provisions of Rule 53 of CGST Rule, 2017 on quality deduction or liquidated damages, if any arises.

i- If you default in uploading the invoice/applicable GST returns or default in deposit of applicable GST taxes, NCL reserves the right to upload such defaulter on NCL website and may also debar you from participating in future tenders for a minimum period of one year.

13.

Sl No	Estimated cost put to tender incl GST	Quotes % by L-1 bidder w.r.t estimated cost put to tender	Accepted/awarded amount incl GST
1	Rs. 829249.33	-40.05%	Rs. 497134.98

14. As per Clause no. 8.4 of NIT, only material conforming to approved samples shall only be brought to site, as such, you immediately contact **Project Engineer (C) & Incharge of the work** for the approval of samples of materials to be used in the work.
15. **The Project Engineer(C)/Khadia** shall be **Incharge of the work (ICW hence forth) and Second Level Check Officer**. Please contact the ICW/**Project Engineer(C)** for receiving work details, scope of work, drawings, sites & instructions regarding commencement of work.
16. SO(C)/Khadia will be Engineer-In-Charge of the work (EIC). The ICW shall be authorized representative of EIC for the work.
17. The ICW/authorized representative of EIC is to ensure the list of approved materials to be used in the work is conveyed to the contractor in writing alongwith a copy to Quality Control Cell, HQ before commencement of work as per Clause 8.4 of NIT.
18. You are hereby requested to contact **Manager(P)/Nodal Officer Biometric Attendance/Khadia** and to observe following system regarding Attendance & payments of contract workers and bill payments for the work:-
    (i) All the contract workers engaged for the subject work shall be covered with Biometric Attendance system for payment of wages, which is under control of Nodal Officer (Biometric Attendance) of Personnel Department.
    (ii) You are requested to issue photo I-card to contract workers engaged for the work, containing details like Name, AADHAR No., LOA No. and photograph and ensure their registration in the Biometric Attendance system under close supervision of Nodal Officer (Biometric Attendance)/Khadia.
    (iii) Accordingly, Nodal Officer (Biometric Attendance)/Khadia will provide copy of the I-card alongwith Biometric Registration details of individual contract workers to the civil Engg. Department.
    (iv) You shall ensure submission of **Monthly Attendence Sheet** of daily attendance of contract workers to the respective **Site In-Charge** of the work, which will be sent to the Nodal Officer (Bio-metric Attendance)/Khadia after due certification.
    (v) Nodal Officer (Biometric Attendance)/Khadia will issue LPC (Labour payment certificate) on monthly basis to you, as per monthly attendance sheet sent from civil department. No RA bill or final bill shall be sent to the personnel department for any certification on the bills.
    (vi) You are to follow the above system without any lapses/fail, otherwise, all the onus will lie on you in case of otherwise, and you will be responsible solely as such for any losses &/or delays in payment for the work executed & accepted by the department.
19. All the clauses of safety code on the tender document, as laid down in additional safety measures to be taken by the contractor, are to be strictly followed.
20. Please contact **Project Engineer(Civil)/Khadia** for commencement of the work.

Encl -BOQ

Yours faithfully,

09/04/2024

Staff Officer (C)
Khadia Area.

Copy to:

1) GM/Khadia Area.
2) GM(C)/NCL/Singrauli.
3) TS to CVO, NCL.
4) PO/KHD
5) AFM/Khadia: - Ref: FD No.- FC/AFM/KHD/24-25/ENVIRONMENTAL EXP/91/01 dtd. 08.04.2024 for Rs. 559418.81.
6) SO (P), Khadia Area- with a request to observe minimum wages etc. as per laid down guidelines
7) ALC(C)/LEO(C), Allahabad, 189/A-4, Alopibagh, PO-Daraganj, Prayagraj(UP)
8) Project Engineer (Civil)/Khadia Project, SLC Officer
9) Dy. Manager(Civil)/Mines, Khadia Project, FLC Officer. (First Level Check Officer)
10) Sri K. K. Srivastava, EA(C), Khadia , MEL. Engineer and Site In-Charge(SIC)

Percentage BoQ

Tender Inviting Authority: Staff Officer KHADIA AREA

Name of Work: Operation and maintenance of ETP for two months in Khadia Project

	Category of Services (To Be Selected by Department)	Category of Bidder(To Be Selected by Bidder)	To Be Entered by Department		
ITC Available	Works Contract	Bidder's Status (Mandatory)	Rate of GST (In %)	GST to be Paid By Bidder (In Rs.)	GST to be Paid By CR/Subsidiary (In Rs.)
Name of the Bidder/ Bidding Firm / Company :	M/S RAM VEECHAR CONSTRUCTION	GST Registered Bidder	18.00	75834.15	0.00

PRICE SCHEDULE

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs P	TOTAL AMOUNT in Rs P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
0.1	Item Description/ Heading					
1	Supplying and stacking of following chemicals as per specification there in room including maintaining the stock room of ETP register daily (manufacturers test certificate is to be submitted per lot) Note-Alum, Lime, polyelectrolyte to be routed through regional store of the project and party will arrange its transportation at their own cost.(A) Alum:Ferric alum to be used as per design recommendation of ETP having commercial i.e. Alumina content not less than 15%.	11.30	tonne	5371.94	60702.92	INR Sixty Thousand Seven Hundred & Two and Paise Ninety Two Only
2	Supplying and stacking of following chemicals as per specification there in room including maintaining the stock room of ETP register daily (manufacturers test certificate is to be submitted per lot) Note-Alum, Lime, polyelectrolyte to be routed through regional store of the project and party will arrange its transportation at their own cost.(B) Lime:Hydrated lime to be used having commercial strength i.e. CaO content not less than 60%.	11600.00	kg	4.53	52548.00	INR Fifty Two Thousand Five Hundred & Forty Eight Only
3	Supplying and stacking of following chemicals as per specification there in room including maintaining the stock room of ETP register daily (manufacturers test certificate is to be submitted per lot) Note-Alum, Lime, polyelectrolyte to be routed through regional store of the project and party will arrange its transportation at their own cost.(C) Polyelectrolyte:(i) Solubility:Soluble in water in all pH 5% (ii) Specific gravity: 1.00 to 1.10 (iii) Viscosity: As per manufacturers recommendation for industrial effluent.(iv) Toxicity: Product should be non-toxic 90, food grade, certificate of non toxicity from standard laboratories by the manufacturer is mandatory.	110.00	kg	92.90	10219.00	INR Ten Thousand Two Hundred & Nineteen Only
4	Operation of ETP round the clock including posting sufficient man power at site to operate pumps, motors and other appliances including dozing arrangement and run the plant efficiently to ensure treatment of effluent as per prescribed norms including preparation of all records as per EIC(Nos of labours required in a day is 7 Nos.)	2.00	months	127290.24	254580.48	INR Two Lakh Fifty Four Thousand Five Hundred & Eighty and Paise Forty Eight Only
5	Procurement of regent, daily testing of raw and treated effluent as per norms, weekly testing from authorised laboratory (COD, pH, oil and grease and TSS in ETP) including cost of all necessaries	2.00	months	8100.16	16200.32	INR Sixteen Thousand Two Hundred and Paise Thirty Two Only
6	Operation of pump and motor for tanker filling point in three shift (Nos of labours required in a day is 3 nos.)	2.00	months	61154.43	122308.86	INR One Lakh Twenty Two Thousand Three Hundred & Eight
7	Operation of pump and motor of oil and grease trap in new workshop and collecting oil and grease tank to filling drum and deposit to regional store as per direction of EIC(No of labours required in a day 2Nos)	2.00	months	40769.62	81539.24	INR Eighty One Thousand Five Hundred & Thirty Nine and Paise Twenty Four Only
8	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge. All kinds of soil	297.00	cum	152.20	45203.40	INR Forty Five Thousand Two Hundred & Three and Paise Forty Only
9	Extra for every additional lift or part thereof in excavation / banking excavated or stacked materials.All kinds of soil, 1.5 to 3.00 m	242.00	cum	69.80	16891.60	INR Sixteen Thousand Eight Hundred & Ninety One and Paise Sixty Only
10	Clearing grass and removal of the rubbish up to a distance of 50 m outside the periphery of the area cleared	500.00	sqm	4.90	2450.00	INR Two Thousand Four Hundred & Fifty Only
11	Carriage of material by By Mechanical Transport including loading, unloading and stacking Earth Lead 1 km	297.00	cum	135.05	40109.85	INR Forty Thousand One Hundred & Nine and Paise Eighty Five Only
12	Total impact of GST for the purpose of CTC	1.000	each	0.00	0.00	INR Zero Only
Total in Figures					421300.83	INR Seven Lakh Two Thousand Seven Hundred & Fifty Three and Paise Sixty Seven Only
Quoted Rate in Figures			Less (-)	40.05%	421300.83	INR Four Lakh Twenty One Thousand Three Hundred and Paise Eighty Three Only
Quoted Rate in Words		INR Four Lakh Twenty One Thousand Three Hundred and Paise Eighty Three Only				

(TRUE COPY)

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

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 and/or TDS may be sought during clarification or along with deficient documents as per clause 19.2 of ITB.**

B. **Working Capital:** Evidence of possessing adequate working capital (at least 20% of the "Annualized value or Estimated value whichever is less" of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement. The bidder should possess the working capital within three months prior to the date of opening of tender.

Data to be furnished by Bidder on-line :

i. Amount of available working capital inclusive of lines of credit and availability of other financial resources
ii. Date on which the bidder possesses the required working capital
iii. Name of the Chartered Accountant (CA)
iv. Membership Number of CA who certifies the bidder's working capital on a particular date.
v. Date of Issue of Certificate
vi. In case the bidder is a Joint Venture, the working capital of the individual partners of the JV will be added together.

Technical evaluation by the System :

i. The system shall check that the date on which the bidder possesses the required working capital as well as the date of issue of certificate is within 3 months of the date of opening of tender.
ii. The value of working capital as certified by the CA is greater than or equal to the minimum requirement.

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

Certificate of Working Capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by bidder on- line.

C. **Availability of Equipment and Tippers:** The bidder is required to give an undertaking in the form of an Affidavit in the prescribed format at Annexure-A of Bid document, to deploy matching equipment/tippers/pay loaders as per NIT either owned or hired.

You will have to deploy total requirement of the diesel driven equipment as follows:

S.No	Equipment	Minimum Capacity / Size	Total requirement
1.	Diesel Driven Hydraulic Excavator	2.8 cum Bucket Capacity	18 nos. or total 50.40 cum bucket capacity or more.
2.	Dumpers/ Tippers	16 cum carrying capacity / truck volume not less than 16 cum for OB.	93 nos. or total 1488 cum carrying capacity/ struck volume or more for OB.
3.	Dozer	165 HP	11 nos.
4.	Drill	100 mm of dia.	9 nos.
5.	Grader	135 HP	6 nos.
6.	Water Sprinkler	8-12 KL	9 nos.

Revised 3.2 Cum. Bucket Cap.

For BGR-VPR Consortium

Authorised Signatory

General Manager
NCL, Khadia Project

Data to be furnished by Bidder on-line :

i. Amount of available working capital inclusive of lines of credit and availability of other financial resources
ii. Date on which the bidder possesses the required working capital
iii. Name of the Chartered Accountant (CA)
iv. Membership Number of CA who certifies the bidder's working capital on a particular date.
v. Date of Issue of Certificate
vi. In case the bidder is a Joint Venture, the working capital of the individual partners of the JV will be added together.

Technical evaluation by the System :

i. The system shall check that the date on which the bidder possesses the required working capital as well as the date of issue of certificate is within 3 months of the date of opening of tender.
ii. The value of working capital as certified by the CA is greater than or equal to the minimum requirement.

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

Certificate of Working Capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by bidder on- line.

C. **Availability of Equipment and Tippers:** The bidder is required to give an undertaking in the form of an Affidavit in the prescribed format at Annexure-A of Bid document, to deploy matching equipment/tippers/pay loaders as per NIT either owned or hired.

You will have to deploy total requirement of the diesel driven equipment as follows:

S. No	Equipment	Minimum Capacity / Size	Total requirement
1.	Diesel Driven Hydraulic Excavator	2.8 cum Bucket Capacity	15 nos. or total 42 cum bucket capacity or more.
2.	Dumpers/ Tippers	16 cum carrying capacity / truck volume not less than 16 cum for OB.	78 nos. or total 1248 cum carrying capacity/ truck volume or more for OB.
3.	Dozer	165 HP	06 nos.
4.	Crawler mounted Drill	100 mm of dia.	03 nos.
5.	Grader	135 HP	03 nos.
6.	Water Sprinkler	8-12 KL	05 nos.

Data to be furnished by Bidder on-line:
Confirmation in the form of YES/NO regarding acceptance to deploy matching equipment/tippers/pay loaders as per NIT either owned or hired

Technical evaluation by the System:
The system will evaluate "Yes" as eligible and "No" as not eligible.

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT) :
An affidavit confirming acceptance to deploy matching equipment/tippers/pay loaders as per NIT either owned or hired. (Ref. Annexure-A of Bid Document)

D. **Permanent Account Number:** The bidder should possess a Permanent Account Number (PAN) issued by Income tax Department, Govt. of India.

For VPR Mining Infrastructure Pvt. Ltd.,

Authorised Signatory

A. N. Pandey
General Manager
Khadia Area

ANNEXURE -E

NORTHERN COALFIELDS LIMITED
OFFICE OF THE GENERAL MANAGER: KHADIA PROJECT
PO: KHADIA PROJECT, DISTT. SONEBHADRA(UP)-231 222.

No.2409/Kh/C/LOA/Water sprinkling system/2107/2019/949 Dated- 27.12.2019

To,

M/s- Shiv Shankar Electrical Civil Engg,
Main Road, Belaunji, Waidhan,
Dist- Singrauli (MP).

Bank A/C No. 426101010036195,UBI, DCH.
PAN No AAKFM3870G
GST No. 23AAKFM3870G 1ZA
shivshankarelectrical@gmail.com

Sub- LOA for the work " Providing arrangement of water sprinkling system at coal yard No.1 at Khadia Project".

Ref: (i) NIT No.GM/KHD/C/19-20/ETN-2326 dated 30.11.2019 Tend. ID 157446 1.
(ii) Your offer dated 17.12.2019.

Dear Sirs,

With reference to the above we are pleased to convey that your offer to undertake the subject work at a total value of Rs.32,35,744.26 (Rupees thirty two lakh thirty five thousand seven hundred forty four and paise twenty six) only has been accepted subject to the following stipulations:

1- All the materials and equipment required for the work will be arranged by you.

2- You are required to submit the Registration/license under Contract Labour (R&A) Act, 1970 within 10 (Ten) days from the date of receipt of this letter of acceptance, if required.

'3- The Performance Security (first part of security deposit) shall be 5% of the contract value amounting to Rs. 1,61,787.00 (Rupees one lakh sixty one thousand seven hundred eighty seven) only. The earnest money amounting to Rs.32,900.00 deposited by you along with the tender through Axis aggregator Bank PRN No. 162233469141 has been taken as part of Performance Security. All ruining account bills shall be paid @ 95% of work value. This 5% deduction towards retention money will be the second part of security deposit.

'4- You will have to deposit Additional Performance Security of Rs. Nil as per clause no. 20.2 of ITB.

5- You are required to submit the following within 28 (Twenty eight) days from the date of receipt of this letter of acceptance for issuing formal work order and executing agreement for the work.

'(i) Rs 1,28,887.00 towards balance amount of 5% Performance Security in acceptable form.
'(ii) Copy of Income Tax PAN
'(iii) Copy of GST registration Certificate & Service Accounting Coe (SAC) of works/services.
'(iv) Copy of Memorandum and Article of Association/Power of attorney/partnership deed, if any.
'(v) Copy of CMPF/EPF Registration or Copy of Affidavit for implementation of CMPF Act.
(vi) Authorization form for e-payment duly filled-in.
(vii) PERT/BAR chart showing percentage of periodical progress for completion of work.
(viii) Non-judicial Stamp Paper for Rs. 100/-.
'(ix) Copy of the letter of handing over the site.
'(x) A certificate from practicing Chartered Accountant having a valid Membership Number for complying of Anti-Profiting Clause U/S 171 as well as Office Memorandum F. No. 296/07/2017-CX.9 dated 15.06.2017 issued by Department of Revenue, Ministry of Finance, GOI, if required.

If Security Money is deposited in the form of Bank Guarantee, it should be issued through Structural financial Messaging System (SFMS) Platform as per format given in the Tender Document.

6- The work shall be completed within 425 (60 days for construction & 365 days for operation) days from the date of commencement of the work. The date of commencement of the work shall be reckoned from the expiry of 10th day of issue of this letter of acceptance or from the 7 days of actual date of handing over of the site whichever is later.

'7- In case of failure to start the work within specified date of commencement of work as per Cl. No. 5 of the subject LOA, the company shall be at liberty by giving 15 days notice in writing to start the work, failing which to forfeit the earnest money deposited by you and to rescind the LOA, Additionally you will be debarred from participating in future tenders for period of 1 (one) year.

'8- The work should be executed as per General Terms & Conditions, Additional Terms & Conditions, Special Terms & Conditions, CPWD Specification/BIS Standards/description of the items of the accepted Tender documents and instructions of EIC.

9-You shall not pay less than the minimum Wages Act or such other legislation or award of minimum wages fixed by the respective State Govt. Or Central Govt. as may be in force.

10-You should ensure implementation of CMPF and Miscellaneous Provision Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act, 1952 as the case may be and allied scheme framed there under in respect of workers deployed by you and will have to recover statutory dues and deposit the same along with employer's contribution (Contractor's share) to the respective CMPF/EPF Office and to submit statutory returns under intimation to Principal Employer.

11-All Texas (Except GST), local, municipal, provincial or central etc. and cess, royalties etc as payable shall be to the contractor's account and shall be deemed to have been included in the tendered rate for the work to be executed.

12- Regarding GST, the following may please be noted:

'a- GST will be reimbursed on production of uploaded invoice/documentary evidence. Amount of statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2A of NCL in the common portal of GST and after submission of documentary evidence of deposition of GST taxes and filing of GST returns.

'b- You will have to pass in input tax credit by way of enclosing original tax input invoice with bill.

'c- All invoice submitted by you will have to be in the form of GST invoice giving all details as required under the law. You will raise invoice strictly adhering to provisions of Section 31 under CGST Act 2017 along with Rule 46 & 47 of CGST Rule, 2017. You will indicate the rate as well as amount of CGST, SGST or IGST in invoice. You will upload the details of invoice on GST portal as per provisions of GST Act. Invoice issued by you should bear GST Registration Number of NCL (23AABCN4884HEM1ZE (MP) & 09AABCN4884H1Z4 (UP) to enable NCL to claim input tax credit.

d- You will file all the Returns and details as applicable under GST laws & rules with due dates.

e- You will give an undertaking on invoice or as separate Annexure along with the invoice that the Invoice/applicable GST returns has been/will be uploaded on GST Portal within due time as prescribed in CGST Act and CGST, SGST or IGST has been deposited as per the provision of GST Act and rules thereof.

f- If there is any delay of payment against the invoice due to your fault and if any reversal of input tax arises, the same will be recovered from you along with interest and penalty if any, as paid by NCL/Khadia Project due to reversal.

g- In case the GST rating of vendor on the GST Portal/Government's official website is negative/black listed at any stage even after award of work, NCL has right to cancel the letter of award.. NCL shall not be obliged or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any incurred by NCL.

h- You will issued credit note as per provisions of Rule 53 of CGST Rule, 2017 on quality deduction or liquidated damages, if any arises.

i- If you default in uploading the invoice/applicable GST returns or default in deposit of applicable GST taxes, NCL reserves the right to upload such defaulter on NCL website and may also debar you from participating in future tenders for a minimum period of one year.

13- All the clauses of safety code on the tender document, as laid down in additional safety measures to be taken by the contractor, are to be strictly followed.

14- Please contact PE(Civil)/Khadia Project for commencement of the work.

Yours faithfully,

Staff Officer(C)
Khadia Area.

Copy to:

1) GM/Khadia Area.
2) GM(C)/NCL/Singrauli
3) GM(Vig)/Singrauli
4) PO/Khadia Project.
5) AFM/Khadia : Ref:FD No. FC/AFM/KHD/19-20/004226/103/35 dt 26.12.19 for Rs. 27,50,000.00 (Agmt value Rs. 32,35,744.26 & GST Rs.582433.97)
6) SO(P),Khadia Area.
7) PE(Civil)/Khadia Project.
8) ALC(C)/LEO(C), Allahabad.

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Contract

ANNEXURE- E

Contract No: GEMC-511687754230833 5025

Generated Date: 24-Mar-2021

Bid/RA/PR No: GEM/2021/RA/67679

Organisation Details

Type:	Central PSU
Ministry:	Ministry of Coal
Department:	Materials Management
Organisation Name:	Northern Coalfields Limited
Office Zone:	Singrauli

Buyer Details

Designation:	DEPUTY MANAGER MATERIALS MANAGEMENT
Contact No.:	07805-256532-266670
Email ID:	buyer2.ncl.sgrl@gembuyer.in
GSTIN:	23AABCN4884H1ZE
Address:	MATERIAL MANAGEMENT DEPARTMENT, FIRST FLOOR, PANJREH BHAWAN, PO - SINGRAULI, SIDHI, MADHYA PRADESH-486889, India

Financial Approval Detail

IFD Concurrence:	No
Designation of Administrative Approval:	GM(MM),Pur/HOD
Designation of Financial Approval:	GM(Fin)

Paying Authority Details

Payment Mode:	Offline
Designation:	AFM NCL HQ
Email ID:	pao1.ncl.sgrl@gembuyer.in
GSTIN:	23AABCN4884H1ZE
Address:	MATERIAL MANAGEMENT DEPARTMENT, FIRST FLOOR, PANJREH BHAWAN, PO - SINGRAULI, SINGRAULI, MADHYA PRADESH-486889, India

Seller Details

GeM Seller ID:	2206180000513964
Company Name:	CLOUD TECH PRIVATE LIMITED
Contact No.:	08930345768
Email ID:	vimal@cloudtec.in
Address:	207-A, HSIIDC, Manakpur Industrial Estate, Phase-1,Manakpur, Yamunanagar, HARYANA-135001, -
MSME verified:	Yes
GSTIN:	06AAGCC4158A1Z3

*GST / Tax invoice to be raised in the name of - Consignee

Product Details

#	Item Description	Category Name	Model	HSN Code	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
1	**Product Name :** Fog or Mist Generators **Brand :** CLOUD TECH **Brand Type :** Registered Brand **Catalogue Status :** OEM verified catalogue **Selling As :** OEM	Fog or Mist Generators	Cloud Tech	84248990	10	pieces	6,230,000
Total Order Value (in INR)							**6,230,000**

Consignee Detail

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: con2.ncl.sgrl@gembuyer.in Contact: 07805-292399-59281 GSTIN: 23AABCN4884H1ZE Address: CENTRAL STORES, JAYANT COLLIERY, PO - JAYANT, SIDHI, MADHYA PRADESH-486890, India	Fog or Mist Generators	-	10	24-Mar-2021	23-May-2021

Product Specification for Fog or Mist Generators

Specification	Sub-Spec	Value
Generic	Working Principle	Based on a jet of finely atomised water carried by a stream of air generated by a fan.
	Uses of Mist Generator	Urban development zone construction land, demolition site, station storage coal yard, coal washing plant, coking plant, iron ore plant, port and other blowing sand control. The main function is spray dust suppression, and the function of sprinkler and road flushing can effectively inhibit the production of dust.
	Hydraulic Pressure to obtain the required Throw Distance and Droplet Size	10
	Throw Distance ±5%	100
	Water Droplet Size (?m)	30?m to50?m
	Coverage Area in sq meter for higher ratings	27000 to 31000 sqmtr for 100 meter
	Coverage Area in sq meter for other ratings (write NA for 80,100 and 120 meter)	15000
	Angle of rotation	adjustable automatically up to a maximum of 320 degree and overridden by allowing full manual control of the machine
	Elevation Pitching Lower and Raise	adjustable between 0 and 45 degrees for the efficient management of range
	System mounting Type	Mobile Type on Trolly
	Sound suppression inbuilt	Yes
Construction	Overall Length of Fog Canon	3.35
	Overall Width of Fog Canon	2.3
	Overall Height of Fog Canon	2.8
	Overall Weight without Trolly	1800
	Overall Weight with Trolly (write NA if not applicable) (Kg)	2200
	Power Consumption of Turbine Fan Motor (KW)	37
	Nominal Current of Turbine Fan Motor (A)	68
	Nominal Voltage & Frequency	3 Phase / 415 V/ 50 Hz
	High Pressure Booster Water Pump	Yes
	Power Consumption of High Pressure Booster Water Pump	11
	Nos of Nozzles in Fog Canon	84
	Water Consumption at 10 Bar Pressure	250
	Water Consumption at 15 Bar Pressure	150
	Water Consumption at 20 Bar Pressure	80
	Water Filter size (?m)	150
	Material Used for construction	Steel
	Grade of steel	SS304
	Upward rotational Angle	90 degrees from horizontal position
	Rotation left to right	320 degrees
	Water consumption at declared throw	

	distance	250
	Nozzles Type	Soild Cone
	Water Nozzle Material	SS304
	Water Supply Connection diameter	63
	Operating Control System	with remote operations through wired operator's panel and wireless operators panel
	Remote Control Range	100
Performance	Exhaust air velocity	33.5
	Water Discharge capacity (liter/minute)	250
	Throw length at 0 Beaufort Wind Condition (wind < 1 km/h)	100
	Throw length at 4 Beaufort Wind Condition(wind 20-28 km/h)	10
	Throw width at 0 Beaufort Wind Condition (wind < 1 km/h)	10
	Throw height Maximum	33
	Covering surface area in fixed position	4000
	Noise level at full performance for Inbuilt sound suppression system at 1 meters	90
	Noise level at full performance for Inbuilt sound suppression system at 20 meters	65
	Degree of Protection (IP Rating)	IP 55
Certification	Availability of Test Report from Central Govt/ NABL/ ILAC accredited lab to prove conformity of declared parameters	Yes
	Test Report Number and Date	19025000136 28/02/19
	Comprehensive annual maintenance contract plan should be delivered in India	Yes
	Training of operation and maintenace at consignee end by supplier	Yes
	List of initial spares	Nozzles, Filters
	Pre dispatch Inspection by third Party agency	Yes
	On Site Warranty period	1
	Spares and Service support shall be available locally for minimum 7 years by its OEM or authorized Dealer	Yes

Buyer Defined Additional Specification for Fog or Mist Generators

Specification	Value
Additional Specification Parameter	Number of Nozzles in Fog Cannon:- 84 (minimum)

Terms and Conditions

1. General Terms and Conditions

1.1 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

1.2 Terms of delivery: Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.

1.2.1 Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organisation. Seller may get the same confirmed from consignee before scheduling delivery.

1.2.2 A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location (preferably pasted / attached outside the consignment / package) for easy reference and ease in delivery acceptance.

1.3 Delivery period: The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.

1.4 Performance Security: If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.

1.5 Taxes and Duties: Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.

1.6 Octroi Duty and / or other local taxes: Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).

1.7 Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.

1.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.

1.9 Liquidated Damages: If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.

1.10 Financial Certificate:

1.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.

1.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.

1.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

1.11 The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.

2. Additional Terms and conditions

2.1 Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

2.2 Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

2.3 Preference to Make In India products (For bids less than 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.

(TRUE COPY)

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

Northern Coalfields Limited
(AMiniratna Company)
(A subsidiary of Coal India Limited)

Materials Management Department
CIN- U10102MP1985GOI003160
An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company
पोस्ट- सिंगरौली कोलियरी,जिला- सिंगरौली, म.प्र., पिन 486889/ Post- Singrauli Colliery, Distt- Singrauli, M.P. PIN-486889
Phone: 07805- 266388, (FAX) 266640 email: gmmm.ncl@coalindia.in website : www.nclcil.in

SUPPLY ORDER

Ref. No.:- 63914119/219A1037 **Date: 28.12.2019**

Type of Tender:	Category of	Status of Firm:	Item:
Global	MSME(Micro)	Manufacturer	Other P&M

To, **M/s Cloud Tech Private Limited** **207-A, HSIIDC, Manakpur Industrial Estate,** **Phase – 1, Yamunanagar** **Haryana, India – 135 003** **Mob:- 8930345768** **e-mail:**vimal@cloudtec.in	Ph No.:- 8930345768 PCC: By Regd.Post/e-mail GSTIN: 06AAGCC4158A1Z3

Sub:-Our Global cum Reverse Auction Tender No. NCL/SGR/MMD/Dust Supp. Sys./219A1037/42 dated 22.07.2019 (Tender ID: 2019_NCL_145199_1), opened on 30.08.2019 for procurement of 10 nos of Dust Suppression system with Mist Gun including Truck Chassis with CAMC for 03 years after warranty period of 1 year.

Ref: -

1. Your Offer vide Bid No 428200 dated 28.08.2019 and subsequent confirmatory / shortfall documents submitted online against Tender.
2. Your letter dated 16.12.2019 through email dated 16.12.2019.

Dear Sirs,

With reference to the above, we hereby place our formal Supply Order on you for supply of 10 nos of Dust Suppression system with Mist Gun including Truck Chassis with CAMC for 03 years after warranty period of 1 year. The supply shall be governed by the specifications as per Annexure-I (i.e TPS), prices, terms & conditions mentioned hereunder and also unless otherwise specified as per "General Terms & Conditions for Supply of Stores" as per NIT:-

SCOPE OF SUPPLY:

A. Equipment Part:

Item Description: Dust Suppression system with Mist Gun including Truck Chassis of TATA LPT 2518	
Price Head	**Price (Rs.)**
Basic Price	36,90,077.00
GST @ 18%	6,64,213.86
Total Landed Value per Unit	43,54,290.86
Qty.(nos)	10
Total landed value of 10 nos. of equipment	4,35,42,908.60

Scanned with CamScanner

Ref. No.:- 63914119/219A1037
M/s Cloud Tech. Pvt. Ltd., Haryana

*Note:- The detailed technical specification of supplied equipment should be strictly as per Technical Parameter Sheet of NIT also enclosed as Annexure I.

B. CAMC Part for 03 years after completion of warrantee period:

CAMC Charge per equipment for 1st year (Rs.)	60,000.00
CAMC Charge per equipment for 2nd year (Rs.)	80,000.00
CAMC Charge per equipment for 3rd year (Rs.)	1,00,000.00
Total CAMC Charge per equipment for 3 year (Rs.)	2,40,000.00
GST @18% on CAMC per equipment (Rs.)	43,200.00
Total CAMC Charge per equipment for 3 years after completion of warranty period of one year including GST (Rs.)	2,83,200.00
Total CAMC Charge for 10 nos of equipment for 3 year after completion of warranty period including GST (Rs.)	28,32,000.00

*Note: Operation of the CAMC Contract: The contract will be operated by you and monitored by the authorized representative of respective Area GM of the company.

Total landed value for 10 nos. of equipment including CAMC charge for 3 years after warrantee period of one year: Rs. 4,63,74,908.60 (Rupees Four Crore Sixty three Lakh Seventy four Thousand Nine Hundred Eight and Paise Sixty only)

MAKE AND MODEL:

MAKE:	"CLOUD TECH"	
MODEL:	**Fog Cannon:-**	CTFC50
	Truck Chassis:-	TATA LPT 2518
	DG Set:-	KOEL iGreen KG1-40WSE

TERMS &CONDITIONS:

01) **BASIS OF PRICE:** -The above prices are inclusive of Packing, Forwarding, Temporary Registration, Freight and Transit Risk Insurance charges etc. on FOR Destination basis and shall remain firm till completion of supplies. Safe arrival of materials up to destination will be your responsibility.

02) **GOODS & SERVICES TAX (GST):-**

GST would be paid extra at legally applicable rate at the time of supply within delivery period, which is presently applicable @ 18% on Equipment and CAMC (as mentioned above) on which input tax credit shall be availed by NCL.

Ref. No.:- 63914119/219A1037 Date:- 28.12.2019

M/s Cloud Tech. Pvt. Ltd., Haryana

You shall provide Tax Invoice (as per GST Act & Rules) at the time of supply to avail Input Tax Credit.

Refund, credit, if any, obtained of IGST shall be passed on to NCL which shall be certified by the Auditor of the supplier at the time of supply.

The details of GST Registration Numbers of NCL are indicated below:

For Consignee located in	GST Registration Number
Uttar Pradesh	09AABCN4884HIZA
Madhya Pradesh	23AABCN4884HIZE

03) **SECURITY DEPOSIT:** - You are advised to submit Security Money for Rs.46,37,491.00 in the form of Bank Draft drawn in favor of Northern Coalfields Ltd. payable at SBI, Morwa Branch (Code : 3767), Singrauli (MP) or at any scheduled bank located at MORWA, Singrauli (MP), or in the form of Bank Guarantee of any Scheduled Bank / Nationalized Bank in the prescribed format of Bank Guarantee for Security Deposit i.e. Annexure-J of NIT, within 15 days from date of issue of this Supply Order.

The Bank Guarantee should be valid for a period of three months beyond the stipulated delivery period.

In case you fail to deposit the security money, the supply order shall be cancelled and the case shall be processed to order elsewhere and your performance will be kept recorded for future dealings with you. Security Money shall be refunded within 30 (thirty days) of satisfactory execution of the order. For unsatisfactory performance and/or contractual failure, the security money shall be forfeited.

04) **PERFORMANCE BANK GUARANTEE:** You shall submit Performance Bank Guarantee for Rs.46,37,491.00 to cover both satisfactory performance and warranty.

The performance guarantee will be taken in the form of a Bank Guarantee in prescribed Format (as per Annexure- K of NIT) valid for 57 months from the date of receipt & acceptance of materials at consignee's end and the same shall be either released, if no claim is pending or extended/encased thereafter, as deemed fit.

Security money if deposited may be converted in to performance guarantee. In case, Security Money has been submitted in the form of Bank Guarantee, the same may be converted in to performance bank guarantee (PBG) provided the validity of BG is more than 57 months from the date ofreceipt & acceptance of materials at consignee's end. In such cases the operation of Security Money BG/PBG shall be guided by the stipulated Performance Bank Guarantee clause of the NIT.

Note: In case of Security Deposit submitted in form of Bank Guarantee and also in case of PBG, please note the following:

i.The Bank Guarantees should be issued through Structured Financial Messaging System.
ii.Details for Beneficiary Bank under fields of SFMS –

SFMS Field No.	Details
7035	IFSC Code: ICICI0003529
7036	ICICI Bank Ltd. – A/c No. 352905000016
7037	NCL540172593

iii. Beneficiary Bank / Branch Name & address should be mentioned as ICICI Bank Ltd., Singrauli Branch, Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889

iv. If the Bank Guarantee is issued by ICICI Bank branches, the following may please be incorporated:
"We shall be liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before ..... at ICICI Bank Ltd., Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889."

05) DELIVERY SCHEDULE:-Within Six (06) Months from the date of issue of supply order. However, you are requested to supply the machine / material as early as possible.

No materials should be supplied beyond the specified delivery period unless amendment for extension of delivery period is obtained from the purchaser i.e. NCL. Date of receipt of stores at consignee's premises will be taken as date of delivery.

If there be any statutory increase in the rates of Taxes & Duties during the extended Delivery period (beyond stipulated Delivery period), NCL shall not pay the increase in the Taxes & Duties and shall be borne by you and in case there is any decrease, the same shall be passed on to NCL.

06) GUARANTEE/WARRANTY: -

(a). The Guarantee/Warranty shall be 12 months from date of fitment & use or 18 months from the date of receipt and acceptance of material at consignee's end whichever is earlier.

(b).The material supplied by you shall be warranted in respect of proper design, quality, workmanship of the material offered. In case of any premature failure, the warranty replacement should be completed within 30 days of receipt of intimation.

07) PAYMENT TERMS:-

a. **Equipment:** 80% payment shall be released against submission of bills in triplicate along with receipted challans within 21 days of receipt & acceptance of the Water Mist Spray at site by the consignee and receipt and acceptance of Performance Bank Guarantee by the consignee complete in all respects, whichever is later. Balance 20% payment shall be released within 21 days after successful commissioning of the equipments.

b. **CAMC:** The payments of CAMC charges will be made quarterly after the successful completion of the work. Bills may be submitted by you complete in all aspect at the end of three months and shall be paid by the company within 21 days of their receipt and acceptance of bills.

You shall have to submit an authorization form duly signed for e-payment to them.

Payment shall be made by "Electronic Fund Transfer" or e-payment. You are therefore requested to indicate EFT No. and other relevant details like your bank A/c No, name of bank, address of bank, branch code etc in your bill(s) for e-payment.

08) **CONSIGNEE:** The Depot Officer, Central Stores, Jayant, P.O. Jayant Colliery, Dist. Dist. Singrauli (M.P).

09) PAYING AUTHORITIES:

a. For Equipment:- Payment ofequipments shall be made by Area Finance Manager, NCL, HQ, Singrauli

b. For CAMC: Payment of CAMC charged shall be made by Concern Area Finance Manager (AFM), of respective Projects of NCL. The bill may be submitted for payment to the Area General Manager or to the executive looking after the work of respective projects/units.

10) Your Banker's Name, Address and A/c No.:-

a. Bank Name – HDFC Bank
b. Address- Near Nirankari Bhawan,Jagadhri Road, Yamuna Nagar, Haryana-135001
c. Account Type- Current Account
d. Account No. –50200022809898
e. IFSC Code– HDFC0000210

11) SUBMISSION OF BILLS:-

A. Following documents required to be submitted to the Consignee:

i) Consignment Note.
ii) Delivery Challan in original.
iii) One copy of the bill.
i) CGST/SGST/IGST duty paying documentary evidence, wherever required
iv) Warranty/Guarantee Certificate/Inspection Report wherever required.
v) Lowest Price Certificate.
vi) Installation / Commissioning report for payment of balance 20% amount
vii) Any other documents specified in the Supply order.

B. Following documents should be submitted to the Paying Authority:

ii) 100% bill in triplicate duly stamped and pre-receipted.
iii) CGST/SGST/IGST Duty paying documentary evidence, wherever required
iv) Copy of the consignment Note
v) Copy of delivery challan.

vi) Warranty/Guarantee Certificate/Copy of the Inspection Note wherever required.
vii) Lowest Price Certificate.
viii) Installation / Commissioning report for payment of balance 20% amount
ix) Any other documents specified in the Supply order.

12) **INSPECTION:-**

i. **Pre-Dispatch Inspection:** Pre-delivery inspection shall be carried out at the manufacture's/ fabricator's works and final inspection of the equipment shall be carried at the consignee's end by the authorized person of GM (Envt) in each case.

ii) **Post-Dispatch Inspection:-**
Final inspection will be carried out at consignee's end.

13) **Address of Authorized Service Center of Tata Motors: -** Mamata Motors, Anpara – Singrauli Road, Singrauli, M. P. – 486889, Phone:- 9111328489

14) **PRICE FALL CLAUSE:** -You shall undertake that you has not supplied / is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product / Systems or Subsystems was supplied by the you to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by you to the NCL, if the contract has already been concluded.

15) **LIQUIDATED DAMAGE:** In the event of failure to deliver the stores within the stipulated date/period in accordance with the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, NCL shall have the right:-

a) To recover from you, as agreed liquidated damages a sum not less than 0.5% (half percent) of the price of any store which you have not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (ten percent). Where felt necessary, the limit of 10% can be increased to 15% at the discretion of Head of Material Management Division of NCL
b) To purchase elsewhere after due notice to you on your account and risk, the stores not supplied or others of a similar description without cancelling the supply order in respect of consignment not yet due for supply.

OR

c) To cancel the supply order or a portion thereof and if so desired to purchase the stores at your and risk and cost and also -
d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed shall not be more than the agreed liquidated damages referred to in clause (a) above.
e) To forfeit the security deposit fully or partly
f) Whenever, under this contract, a sum of money is recoverable from and payable by you, NCL shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to you in this or any contract should

this sum be not sufficient to cover the full amount recoverable, you shall pay NCL on demand the remaining balance. You shall not be entitled to any gain on any such purchase.

g) CGST, SGST or IGST will be levied as applicable as per the provision of GST ACT and Rule thereon.

h) Supplier shall have to issue credit note as per the provision of Rule 53 of CGST Rule, 2017 on quality deduction or liquidity deduction or liquidated damage, if any arises.

16) **RISK PURCHASE**:-In the event of your failure to deliver or dispatch the stores within the stipulated date/period of the supply order, or in the event of breach of any of the terms and conditions mentioned in the supply order, NCL has the right to purchase stores from elsewhere after due notice to you at your risk and cost. In the event of your failure as detailed above, the cost as per risk purchase exercise may be recovered from your bills against any supplies pending in NCL and also in any other Subsidiary companies/Coal India Ltd.

17) **FORCE MAJEURE:-**If the execution of the supply order is delayed beyond the period stipulated in the supply order as a result of outbreak of hostilities, declaration of an embargo or blockage or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then NCL may allow such additional time by extending the delivery period as he considers to be justified by the circumstances of the case and its decision in this regard shall be final. If and when additional time is granted by the purchaser, the supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Power failure will not be considered as a force majeure conditions.

(a) The supplier will advise, in the event of his having to resort to this clause, by a registered letter, duly certified by the local chamber of commerce, or statutory authorities, the beginning and end of the causes of the delay, within 15 days of the occurrence and cession of such force majeure conditions. In the event of delay last out of force majeure, NCL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.

(b) For delay arising out of Force majeure, the supplier will not claim any extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither NCL nor the supplier shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.

18) **LOWEST PRICE CERTIFICATE**:- You shall furnish the following certificate to the consignee/paying authority along with the bill:-

"We certify that the prices charged by us against this supply order are the lowest and are same as applicable to other Government Departments/Undertakings/Other Organizations and are not higher than rates quoted/prices charged by us for the same/similar items to other Customers".

19) **INTEGRITY PACT:-**The Integrity Pact signed & submitted by you along with offer remain valid & applicable against this contract (copy enclosed as Annexure II)

Ref. No.:- 63914119/219A1037 Date:- 28.12.2019

M/s Cloud Tech. Pvt. Ltd., Haryana

20) JURISDICTION OF COURT: -Any dispute arising out of or in respect of the contract will be subject to the jurisdiction of Singrauli Court only.

Apart from the above terms and conditions, the supplies will also be governed by NIT and the "General Terms & Conditions of Supplies of Stores" issued along with our "Invitation to Tender" as annexure GTC and provisions of CIL Purchase Manual unless otherwise stipulated in this supply order.

You are requested to kindly acknowledge receipt and acceptance of order within 15 (Fifteen) days from the date of issue of order. In case no reply is received, it will be presumed that the order has been accepted by you without any precondition.

Yours faithfully,
For & On Behalf of Northern Coalfields Limited

28/12/19

(A. K. Giri)
Dy. Manager (MM)

28/12/19

(Dinesh Mishra)
General Manager (MM),Pur

Encloser:-

Annexure I:- Technical Specification along with terms and conditions of CAMC as per Technical Parameter Sheet of NIT.
Annexure II:- Integrity Pact

Copy to:-

The Chief Vigilance Officer, NCL, Singrauli
The Director (Tech.)/Oprn, NCL, Singrauli.
The General Manager (MM)/Pur-HOD / General Manager (E&M)-HOD/ General Manager (Fin.)-Ic / General Manager (Env)-HOD, NCL,HQ.Singrauli.
The General Manager (S&R), NCL, HQ, Singrauli
The GM/SO(E&M):- BINA/KHD/NGH/AML/BB/KSL/DCH/JNT
The Depot Officer, Central Stores, Jayant
AFM, BINA/KHD/NGH/AML/BB/KSL/DCH/JNT :- With requested to provide BC/FC for revenue part (CAMC charge) of respective years in the year of occurrence of expenditure.
Area Safety Officer, BINA/KHD/NGH/AML/BB/KSL/DCH/JNT

Shri V. Venkatchalam, IAS (Retd), No 92 Ram Nagar North Extn, 6th Main Road, Velachery, Chennai – 600 042(email id:- vvenkat1952@yahoo.co.in)

Shri Narendra Kothari, 12-C Madhuvan, Udaipur, Rajasthan – 313 001 (email id:- nkothari55@gmail.com)

The General Manager (MM), CCL/BCCL/ECL/SECL/WCL/MCL/CMPDIL.

This issues against indents raise by BINA/KHD/NGH/AML/BB/KSL/DCH/JNT consolidated by GM(Envt) and with the approval of competent authority.

Ref. No.:- 63914119/219A1037

M/s Cloud Tech. Pvt. Ltd., Haryana

Date:- 28.12.2019

Distribution:

Project	Quantity (Nos)
BINA	01
KHD	01
NGH	01
AML	01
BLOCK B	02
KSL	01
DCH	01
JNT	02
Total	**10**

BC & FC Details:

BC (Capital Part)	NCL/HQ/C&B/Capital/ P&M_Others/2019-20/05 dated 28.12.2019 for Rs. 4,35,42,908.60
FC (for Total amount)	NCL/HQ/FC/2019-20/ Capital/ P&M_Others/05 dated 28.12.2019 for Rs. 4,63,74,908.60
Budget (Revenue Part i.e. CAMC charge for 3 years)	Revenue budget in respect of CAMC charges for 3 years amounting may be obtained from respective units in the respective years of incurrance of expenditure for same.

Dy. Manager (MM)

General Manager (MM),Pur

(TRUE COPY)

Contract|अनुबंध

Contract No|अनुबंध क्रमांक: GEMC-511687733190967
Contract Generated Date|अनुबंध तिथि: 28-Feb-2023
Bid/RA/PBP No.|बोली/आरए/पीबीपी संख्या: GEM/2022/B/2669048

Organisation Details|संगठन विवरण

Type|प्ररूप :	Central PSU
Ministry|मंत्रालय :	Ministry of Coal
Department|विभाग :	Materials Management
Organisation Name|संगठन का नाम :	Northern Coalfields Limited
Office Zone|कार्यालय क्षेत्र:	Singrauli

Buyer Details|खरीदार विवरण

Designation|पद :	HEAD OF EnM DEPARTMENT NCL HQ
Contact No.|संपर्क नंबर :	-
Email ID|ईमेल आईडी :	gmem.ncl@coalindia.in
GSTIN|जीएसटीआईएन :	N
Address|पता :	TOWN ADMINISTRATION DEPARTMENT, PANJREH BHAWAN, NCL-HEADQUARTERS, PO - SINGRAULI, SIDHI, MADHYA PRADESH-486889, India

Financial Approval Detail|वित्तीय स्वीकृति विवरण

IFD Concurrence|आईएफडी सहमति:	No
Designation of Administrative Approval|प्रशासनिक अनुमोदन का पदनाम:	CoFD, NCL
Designation of Financial Approval|वित्तीय अनुमोदन का पदनाम :	AFM of Consignee Areas

Paying Authority Details|भुगतान प्राधिकरण विवरण

Role:	PAO
Payment Mode|भुगतान का तरीका:	Offline
Designation|पद :	AFM NCL HQ
Email ID|ईमेल आईडी :	atulk.gangwar@coalindia.in
GSTIN|जीएसटीआईएन :	23AABCN4884H1ZE
Address|पता:	MATERIAL MANAGEMENT DEPARTMENT, FIRST FLOOR, PANJREH BHAWAN, PO - SINGRAULI, SINGRAULI, MADHYA PRADESH-486889, India

Consignee Details|परेषिती विवरण

S.No|क्र.सं.	Consignee Name & Address|परेषिती नाम & पता	Service Description|सेवा विवरण
1	Contact|संपर्क : 07805-52082- Email ID|ईमेल आईडी : jitendra.kgupta4296@coalindia.in GSTIN|जीएसटीआईएन : - Address|पता : REGIONAL STORES, JAYANT PROJECT, NCL, PO - JAYANT, DISTT - SINGRAULI M.P., SIDHI, MADHYA PRADESH-486890, India	Hiring of Earth Moving Equipments, Material Handling Equipments and Cranes - Fog Cannon; Fog Canon Stationary; up-to 5 years
2	Contact|संपर्क : - Email ID|ईमेल आईडी : hk.singh2160@coalindia.in GSTIN|जीएसटीआईएन : - Address|पता : REGIONAL STORES, BINA PROJECT, NCL, PO - BINA, SONBHADRA, UTTAR PRADESH-231220, India	Hiring of Earth Moving Equipments, Material Handling Equipments and Cranes - Fog Cannon; Fog Canon Stationary; up-to 5 years
3	Contact|संपर्क : 07805-278636- Email ID|ईमेल आईडी : randheer.s2240@coalindia.in GSTIN|जीएसटीआईएन : 23AABCN4884H1ZE Address|पता : REGIONAL STORES, NCL, AMLOHRI PROJECT, PO - AMLOHRI, SINGRAULI, MADHYA PRADESH-486887, India	Hiring of Earth Moving Equipments, Material Handling Equipments and Cranes - Fog Cannon; Fog Canon Stationary; up-to 5 years
4	Contact|संपर्क : 07805-275226- Email ID|ईमेल आईडी : rv.dubey@coalindia.in GSTIN|जीएसटीआईएन : 23AABCN4884H1ZE Address|पता : E&M DEPARTMENT, BLOCK-B PROJECT, NCL PO - GORBI/ BLOCK-B, SIDHI, MADHYA PRADESH-486892, India	Hiring of Earth Moving Equipments, Material Handling Equipments and Cranes - Fog Cannon; Fog Canon Stationary; up-to 5 years
5	Contact|संपर्क : 94067-11028- Email ID|ईमेल आईडी : ak.sinha2432@coalindia.in GSTIN|जीएसटीआईएन : 09AABCN4884H1Z4 Address|पता : E&M DEPARTMENT, DUDHICHUA PROJECT, NCL PO - KHADIA, SONBHADRA, UTTAR PRADESH-231222, India	Hiring of Earth Moving Equipments, Material Handling Equipments and Cranes - Fog Cannon; Fog Canon Stationary; up-to 5 years
6	Contact|संपर्क : 07805-272002- Email ID|ईमेल आईडी : pk.singh2390@coalindia.in GSTIN|जीएसटीआईएन : - Address|पता : SO (E&M), OFFICE OF THE AREA GENERAL MANAGER, JHINGURDA PROJECT, DISTT - SINGRAULI, STATE - MADHYA PRADESH PIN - 486889, SIDHI, MADHYA PRADESH-486889, India	Hiring of Earth Moving Equipments, Material Handling Equipments and Cranes - Fog Cannon; Fog Canon Stationary; up-to 5 years
7	Contact|संपर्क : 05446-278094- Email ID|ईमेल आईडी : hariohm.2607@coalindia.in GSTIN|जीएसटीआईएन : 09AABCN4884H1Z4 Address|पता : O/O GENERAL MANAGER, E&M DEPARTMENT, KAKRI PROJECT, KAKRI, DISTT - SONEBHADRA (U.P. - 231224), SONBHADRA, UTTAR PRADESH-231224, India	Hiring of Earth Moving Equipments, Material Handling Equipments and Cranes - Fog Cannon; Fog Canon Stationary; up-to 5 years
8	Contact|संपर्क : 05446-232558- Email ID|ईमेल आईडी : ap.singh3759@coalindia.in GSTIN|जीएसटीआईएन : 09AABCN4884H1Z4 Address|पता : GM OFFICCE, E&M DEPARTMENT, KHADIA PROJECT, DISTT - SONBHADRA (U.P.) 231222, SONBHADRA, UTTAR PRADESH-231222, India	Hiring of Earth Moving Equipments, Material Handling Equipments and Cranes - Fog Cannon; Fog Canon Stationary; up-to 5 years

9	Contact|संपर्क : 07805-253106- Email ID|ईमेल आईडी : dineshdandotia@coalindia.in GSTIN|जीएसटीआईएन : 23AABCN4884H1ZE Address|पता : NIGAHI PROJECT, NCL, DISTT - SINGRAULI (M.P.) 486884, SIDHI, MADHYA PRADESH-486884, India	Hiring of Earth Moving Equipments, Material Handling Equipments and Cranes - Fog Cannon; Fog Canon Stationary; up-to 5 years

Service Provider Details|सेवा प्रदाता विवरण

GeM Seller ID|जेम विक्रेता आईडी :	2206180000513964
Company Name|कंपनी का नाम :	CLOUD TECH PRIVATE LIMITED
Contact No.|संपर्क नंबर :	08930345768
Email ID|ईमेल आईडी :	vimal@cloudtec.in
Address|पता :	207-A, HSIIDC, Manakpur Industrial Estate, Phase-1,Manakpur, Yamunanagar, HARYANA-135001, -
MSME verified|एमएसएमई सत्यापित :	Yes
MSME Registration number|एमएसएमई पंजीकरण संख्या :	UDYAM-HR-19-0003701
MSE Social Category|एमएसई सामाजिक श्रेणी :	General
MSE Gender|एमएसई लिंग श्रेणी :	Male
GSTIN|जीएसटीआईएन:	06AAGCC4158A1Z3

*GST / Tax invoice to be raised in the name of|जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा - Consignee

Service Details|सेवा विवरण

Service Start Date (latest by)|सेवा प्रारंभ दिनांक (नवीनतम) : 15-Apr-2023 **Service End Date|सेवा समाप्ति तिथि :** 14-Apr-2026

Category Name|श्रेणी नाम : Hiring of Earth Moving Equipments, Material Handling Equipments and Cranes

Billing Cycle|बिलिंग चक्र : monthly

Description|विवरण		Number of Machines Required	Rate per Hr.
Manufacturing / Registration year from the date of award of contract	up-to 5 years		
Type of Machinery Required	Fog Canon Stationary		
Fuel to be provided by Buyer	Yes		
Type of Special Purpose Equipment	Fog Cannon		
No. of months of contract period	36		
Nos. of working days in a month	30		
Nos. of working hours per day	16		
No. of months of contract period	36		
Nos. of working days in a month	30		
Nos. of working hours per day	16		
No. of months of contract period	36		
Nos. of working days in a month	30		
Nos. of working hours per day	16		
No. of months of contract period	36		
Nos. of working days in a month	30		
Nos. of working hours per day	16	34	137.000
No. of months of contract period	36		
Nos. of working days in a month	30		
Nos. of working hours per day	16		
No. of months of contract period	36		
Nos. of working days in a month	30		
Nos. of working hours per day	16		
No. of months of contract period	36		
Nos. of working days in a month	30		
Nos. of working hours per day	16		
No. of months of contract period	36		
Nos. of working days in a month	30		
Nos. of working hours per day	16		
No. of months of contract period	36		
Nos. of working days in a month	30		
Nos. of working hours per day	16		

Total Amount (Formula)|कुल राशि (सूत्र) :
(Number of Machines Required*Rate per Hr.*Nos. of working hours per day*Nos. of w orking days in a month*No. of months of contract period)

Total Value without Addons |ऐडऑन के बिना कुल मूल्य (INR)	80490240
Total Addon Value|कुल एडऑन मूल्य (INR)	0
Total Value Including Addons|ऐडऑन सहित कुल मूल्य (INR)	80490240 80490240 80490240 80490240 80490240 80490240 80490240 80490240 80490240

Tax Bifurcation|कर द्विभाजन

Particular|विशिष्ट	GST|जीएसटी (18%)	GST Cess 1|जीएसटी उपकर 1 (0%)	Input Tax Credit (ITC) on GST|जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) (100%)	ITC on GST Cess 1|जीएसटी उपकर पर आईटीसी 1 (0%)
Hiring of Earth Moving Equipments,				

Material Handling Equipments and Cranes	12278172.2	0	12278172.2	0

Amount of Contract | अनुबंध की राशि	
Total Contract Value Including All Duties and Taxes | सभी शुल्क और करों सहित कुल अनुबंध मूल्य (INR)	80490240

SLA Details | एसएलए विवरण

SERVICES STC

SPECIAL TERMS AND CONDITIONS

FOR HIRING OF EARTH MOVING EQUIPMENTS,

MATERIAL HANDLING EQUIPMENTS AND CRANES

1. Preamble

This Agreement represents the Special Terms and Conditions (STC) and the Service Level Agreement (SLA) between the Buyer and Service provider. The purpose of this agreement is to facilitate the implementation of required services at the buyer's premises or any other premises designated by buyer.

This Agreement outlines the scope of work, buyer's obligations, special terms and conditions related to service delivery and payment of services for mutual understanding of the stakeholders.

The Agreement remains valid till completion of scope of services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.

The Services contracts placed through GeM shall be governed by following set of Terms and Conditions:

1. General terms and conditions for Services;
2. Service Specific STC of the Services contracts shall include the service level agreement (SLA) for the service;
3. BID / Reverse Auction specific ATC.

The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider. The service will be provided in bid only mode.

2. Objectives and Goals

The objective of this agreement is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to buyer by service provider. The goals of this agreement are to:

1. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties
2. Present a clear, concise and measurable description of services offered to the buyer
3. Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
4. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons

The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement may be revised/ modified in written on mutual consent of the stakeholders.

3. Parties to the Agreement

The main stakeholders associated with this agreement are below-

1. **Buyer**: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed
2. **Service Provider**: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level/ penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders have read and understood the same before signing the document.

4. Scope of Services

The scope of Service will include, but not necessarily limited to the following:

Hiring of Earth Moving Equipment's, Material Handling Equipment's and Cranes for Cutting, Leveling, Dressing of Ground, Dismantling of Structures, Clearing of Debris, Loading and Un-loading of Debris and other material, Moving Material in the site etc. using the required machinery and skilled drivers and manpower for safe usage of machines and other equipment's desired for the work.

The contract can be

1 . *All Inclusive* –Buyer will ask the Service Provider to quote their best prices per hour rate of renting the machine along-with the manpower, cost of fuel and consumables, repairs and periodic

maintenance and commission.

2 . *Fuel Paid by the Buyer* – Buyer will ask the Service Provider to give their best prices per hour rate of renting the machine along-with the manpower, and consumables, repairs and periodic maintenance and commission with-out the cost of fuel (in this case customer can fix-up the max fuel required per hour by the machine.)

Service Details and Standards

1. Service provider shall abide at all times by the all existing labor enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labor law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labor law in future either by the State or the Central Government or the local authority
2. Service provider shall make his own arrangements for the engagement of all staff and labor, local or other, and for their payment, housing, feeding and transport.
3. The manpower deployed should maintain polite & courteous behavior towards the buyer. “Misbehavior” which may include, but not limited to, consumption of alcohol during or prior to duty, denial of duty during service hours as defined by user, use of abusive language, theft, shall attract penalties as per provisions of the contract.
4. The complete description of Services and Machines required are as per either annexure-1 or 2

Service Assumptions

1. The Service Provider shall not sublet any part of the Contract. The Service Provider shall be responsible and liable to deliver the services as per the contract.
2. The manpower provided by the service provider shall not be deemed employees of the buyer hence the compliance of the applicable labor laws and acts and other relevant laws will be the sole responsibility of the service provider.
3. Service provider shall not deploy any manpower that is ailing from any contagious disease
4. Service provider shall verify the character and antecedent of manpower to be deployed.
5. The persons deployed while their work shall perform integrity to the Buyer and shall not disclose/ share any qualified documents and information which they are not supposed to divulge to Service Provider/ third parties.
6. Service provider shall indemnify the buyer against all the losses, injuries and any kind of damage arrived due to its activities
7. The buyer will in no way be responsible for violation of labor laws and /or infringement of any other law for the time being in force, either by the manpower provided or by the service provider.
8. The attendance of the employees will be entered in the register provided by the Service Provider and/or in the Aadhaar based Biometric attendance system at the Buyer’s premises. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Corporation or office concerned. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
9. Service Provider shall ensure that all the relevant licenses / registrations / permissions which may be required for providing the services are valid during the entire period of the contract; failing so shall attract the appropriate penalties. The documents relevant in this regard shall be provided by the Service Provider to the Buyer on demand.
10. Service Provider shall be required to keep the Buyer updated about the change of address, change of the Management etc. from time to time.

Service Provider's Obligation

1. Service provider shall ensure the level of service required is of the highest professional standard and shall ensure full compliance to the terms and conditions of the contract.
2. Service provider will be required to submit list of the manpower being deployed with photo ID, address proof, police verification certificate and educational qualifications before deputing the workers. The service provider shall be solely responsible for the credentials/ acts of his staff /workers
3. The service provider shall provide at his own cost proper uniform and badges and photo identity cards to the manpower deployed.
4. In an event that, for any reason, the manpower provided change their contact number during the tenure of the contract then service provider will immediately notify the buyer of the above change.
5. The service provider shall be responsible for ensuring compliance with the provisions related to Labor Law [Central/State] and specially Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labor (Regulations Abolition Act) and any other relevant acts as applicable at present or in future during the tenure of the contract and as may be enforced from time to time. The responsibility for compliance of all the applicable Laws/Acts/Rules shall rest with the service provider only and the buyer will not be liable in any manner.
6. Service Provider shall produce to the Buyer the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.
7. Service Provider shall cover all its personnel under the relevant laws of EPF, Labor, ESIC etc. Proof of the same should be submitted by the Service Provider.
8. Service Provider shall submit a copy of wages sheet showing monthly wages paid to its personnel.
9. Service Provider shall cover its personnel for personal accident and death whilst performing the duty and the Buyer shall own no liability and obligation in this regard.
10. Service Provider shall also provide at its own cost all benefits statutory or otherwise to its deployed personnel and the Buyer shall not have any liability whatsoever on this account.
11. Service provider shall employ only manpower who has completed eighteen years of age and not above 65 years of age
12. The Service Provider shall provide the documentary proof for the qualifications and experience of the manpower deployed by them. The biodata, qualification and experience of the said manpower should be certified by the Service Provider.
13. The Service Provider shall not deploy or shall discontinue deploying the person(s), if desired by the Buyer and must ensure prompt replacement of the personnel without any additional cost to the Buyer. The personnel being deployed shall ordinarily be continued and should not be changed without written intimation and consultation with Buyer.
14. The Service Provider would be bound by the conditions regarding police verification of the deployed staff and their medical fitness.
15. Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
16. In an event that service provider fails to deliver or fails to carry out tasks as per schedule due to absence of personnel or any other reasons, the Service Provider at his own cost shall make alternate arrangement by providing similar manpower for which agreement is entered into, without any extra charges. Failure to do so will evoke penalty then buyer shall have right to recover damages as per the provisions of the contract.
17. The service provider shall be personally responsible for any theft, misconduct and /or disobedience on the part of personnel so provided by him.

18. The working hours and days of the manpower will be as per the existing applicable rules of the respective Central/State Government organizations. However, they must work on holidays, if necessary and required based on demand of work.
19. The service provider shall ensure that the equipment deployed by him are maintained well, cleaned thoroughly both internally and externally, boot kept clear off dust, rubbish, oil and any personal belongings of the driver.
20. All equipment shall be equipped with an emergency medical kit and a fire extinguisher.
21. In the event of any break-down, servicing and repairs of equipment, the service provider at his own cost shall make alternate arrangement for which agreement is entered. Failure to do so will evoke penalty or possible termination of contract.

22. Drivers should possess valid commercial driving licenses as required by the regional transport department. The copy of the above documents is to be submitted to the consignee before commencement of the job.

23. The operators of the equipment's should possess valid training and competency test certificate for operation of the equipment or category of the equipment(s) from recognized certifying agencies. The copy of the above documents is to be submitted to the consignee before commencement of the job.

24. The Service provider shall either himself supervise the execution of the contract or shall appoint a competent person/agent acceptable to the Buyer/Consignee to act in his stead. Orders given to the person/agent shall be considered to have the same force as if they have been given to the Service Provider it-self.

25. The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract. Whenever people work at height more than six feet, platform shall be provided, or the workers shall wear safety belt to avoid fall from the height. Wherever any area declared as dangerous, the workers shall not be allowed to work till a written clearance is obtained from appropriate authorities. No material of any kind shall be dropped or allowed to be dropped from any height. Defective ladders shall not be used at all. Inflammable materials shall not be stored near places where the sparks are likely to occur. The necessary safety equipment's such as gloves, boots, helmets etc. must be issued to the workmen and strictly to be used while carrying out the work. The working area shall be kept clean and free from all obstructions. All temporary electrical connections shall be properly earthed, insulated and periodically checked. The contractor should arrange valid WORKMEN COMPENSATION/ INSURANCE POLICY covered for all his/her workmen. A copy of the policy must be submitted before commencement of work. All safety precautions are to be taken by the contractor at his cost. These safety measures shall be deemed to form an integral part of the agreement.
26. The Service providers should also follow and ensure the specific safety guidelines provided by the consignee related to the work.
27. The Service Provider shall at his own expense reinstate and make good to the satisfaction of the Buyer/Consignee and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of Buyer/Consignee (or agents) servants or employee of the buyer, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the buyer/consignee against all claims enforceable against buyer/consignee (or any agent, servant or employee of the buyer/consignee) or which would be so enforceable against the buyer/consignee where consignee is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.
28. Tree designated by the Engineer-in-charge shall be protected from damage during the works and earth level within one meter of each such tree shall not be changed. Where necessary, such trees shall be protected by providing temporary fencing.
29. Service provider must ensure and comply the extant environmental protection laws while executing the work.

5. Buyer's Obligations

1. The location for reporting shall be provided by the buyer to the service provider.
2. Buyer must immediately report to the designated representative of the Service Provider for any problems, complaints, incidents or accidents that occur during the contract including any form of inappropriate behavior/ improper uniform by the personnel.
3. Buyer shall notify the Service Provider of any dishonest, wrongful or negligent acts or omissions of its personnel or agents in connection with the services as soon as possible after the buyer becomes aware of them.
4. Buyer may calculate their requirement of resources based on 8 hours per shift. For example, to hire a security personnel for a month (i.e. thirty service days) to offer the services for 24 hours on a 3-shift basis, the required number of resources would be 90 personnel for the month.
5. **Price Variation Clause:**
   "It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

6. Service Tracking

Tracking of services ensures quality of service delivery in time bound manner, effective service tracking helps in analyzing Service Provider's performance as well as Buyer's timely inputs for services and leads to immediate actions against the defaulters if any. Service tracking shall be mandatory for the both Buyer and Service Provider, non-tracking of the same may lead to a fine/ penalty on either party.

7. Logbook

1. The service provider shall maintain registers and checklists for each activity and the work done by each of the personnel shall be recorded on a Job Card, duly signed by the buyer's representative. Service provider shall also submit a duly singed comprehensive report every month, detailing the services performed during the month.
2. The service provider shall thereafter update the logbook on the GeM portal as per the logbook process flow.
3. Once the service provider updates the logbook online, the Buyer shall either accept or reject these entries within the prescribed time lime. The buyer will also record the any service non delivery or non-performance issues, and subsequent penalties Failure to act on logbook entries updated by service provider shall be deemed as accepted
4. The Service Provider can raise an issue against the rejection of any entry by the buyer within prescribed timelines of such rejection with the designated representative of the Buyer.

8. Service Performance and Feedback

1. The principal point of contact for the issues arising out of this agreement will be the service provider or a designated representative who shall be any employee of the Service Provider in administrative and managerial capacity and in a position of authority to resolve issues. Nonetheless, the service provider shall be solely responsible for maintaining the quality and level of service provided.
2. The Service Provider shall maintain a compliant register at the premises for the complaints by the buyer.

9. Penalties and Fine

In case of noncompliance of the standards of the services to be provided as per this agreement, the buyer would be at liberty to levy such penalty and terminate the contract as per the conditions detailed out below:

#	Nature of Default	Default Details	Penalties			Remarks
			1st instance	2nd instance	3rd instance	
1	Non deployment of equipment/driver (no replacement provided)	Non deployment for 2hrs or more, no replacement provided up to 2 hours	Amount of charges for Vehicle hired by Buyer from third party and a penalty of 10% of daily equipment hiring cost	Amount of charges for equipment hired by Buyer from third party and a penalty of 15% of daily equipment hiring cost	Amount of charges for equipment hired by Buyer from third party and a penalty of 20% of daily equipment hiring cost	After 3rd.instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3rd.instance.
2	Non deployment of equipment/driver (replacement provided)	Non deployment for 2 hrs. or more, replacement provided within to 2 hours	Warning	Penalty of 10% of daily equipment hiring cost	Penalty of 15% of daily equipment hiring cost	After 3rd.instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3rd.instance.
3	Breakdown of vehicle during operation (no replacement provided)	No replacement provided up to 2 hours	Amount of charges for equipment hired by Buyer from third party and a penalty of 8% of daily equipment hiring cost	Amount of charges for equipment hired by Buyer from third party and a penalty of 10% of daily Vehicle hiring cost	Amount of charges for equipment hired by Buyer from third party and a penalty of 15% of daily Vehicle hiring cost	After 3rd.instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3rd.instance.
4	Breakdown of vehicle during operation (replacement provided)	Replacement provided within 2 hours	Warning	Amount of charges for equipment hired by Buyer from third party and a penalty of 8% of daily Vehicle hiring cost	Amount of charges for equipment hired by Buyer from third party and a penalty of 10% of daily Vehicle hiring cost	After 3rd.instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3rd.instance.
5	Delay in arrival of equipment/driver	For 30 mins or more	Warning	Penalty of 5% of Vehicle hiring cost	Penalty of 8% of equipment hiring cost	After 3rd instance, the buyer may continue to impose the same penalty as imposed for 3rd instance
6	Misbehavior by driver/ unacceptable behavior by driver	Any instance	Penalty of Rs. 1000/-	Penalty of Rs. 2000/-		After 2nd instance, the service provider will have to replace the driver
7	Driver reporting to the duty in in toxicities state	Any instance	Penalty of Rs. 2500/-			After 1st instance removal of the driver
8	Failure to address deficiencies pointed out at inspection	Any instance	Penalty of Rs. 500/-	Penalty of Rs. 800/-	Penalty of Rs. 1000/-	After 3rd instance, the buyer may continue to impose the same penalty as imposed for 3rd instance

- Penalties for a specific month / period shall be capped at 10% of bill generated for that month / period.
- If any SLA is breached beyond 3 instances in any billing period, then same shall be treated as a breach of contract and buyer will have full rights to terminate the contract after giving a notice of 30 days.

10. **Payment Terms**

This section provides details about the terms and conditions of payment towards the services, it may also include deduction of payment in case of faulty service.

Some notable points under payment terms are-

Payment Condition

1. The payment shall be made as per the financial quotes submitted by the Service Provider and accepted by the Buyer.
2. No advance payment shall be made to the Service Provider.

3. The price quoted shall cover all aspects of service delivery.
4. Service Provider shall also deposit EPF and ESI of both employer and employee share within 15 th day of the month of payment for the support staff engaged from their account and prefer the bill to the Buyer Department for reimbursement of employer share only.
5. Employers share of EPF & ESI deposited to the respective authorities with proof of deposit of both employee and employer share by the end of the second week of the succeeding month. Employee share of EPF and ESI contribution shall be recovered from the gross remuneration & balance amount is to be released to the persons employed.
6. The Service Providing Agency shall furnish statement of amount paid for the month to the persons deployed along with cheque number and date and Bank account from which the payment has been made. Service Providing agency is to furnish copy of bank statement in support of amount paid as and when required by Buyer Departments.
7. The Service Provider shall be responsible for timely payment of take-home remuneration to the supporting staff and deposit of EPF and ESI (both employee and employer share), failing which a penalty will be deducted.
8. The Service Provider shall submit before the Buyer Department, one copy of the return within 7 days from the date of filing of monthly / quarterly / half yearly / annual return if any before the EPF and ESI authorities.
9. The payment to the Service Provider will be made on monthly and quarterly basis, depending upon the actual duration of the services rendered as per order.
10. Any violation of contractual obligations by the Service Provider/employee shall attract penalties as mentioned against each obligation. The Service Provider confirms and agrees that penalty whenever becomes payable, the same shall be deducted by the user department from the payments due to the Service Provider.
11. All applicable taxes and duties except GST, shall be payable by the Service Provider and the Buyer shall not entertain any claims whatsoever with respect to the same. The Service Provider shall pay the GST and the price quoted is inclusive.
12. The Service Provider shall ensure payment regularly for the deployed manpower to their entitlements like monthly salaries/wages etc. and submit the documentary proof of the salary paid as per the terms and conditions of the contract. Bill for the subsequent month will be paid only after submission of certificate of disbursement of wages of previous month.
13. In case of any changes in the minimum wages as per the Applicable Laws during the Contract period, Buyer shall pay the Service Provider the difference in wage from the amount mentioned in the contract on pro rata basis.
14. The cost of the Contract shall be valid for initial contract period. No price escalation, other than minimum wages revision, shall be entertained by the Buyer during the period.

Payment Cycle

1. Payment shall be made once the Service Provider submits the invoice for the same as per the prescribed process flow.
2. The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice, logbook and service feedback.

Payment Process

1. Payment shall be made only after submission of invoices, logbook, service feedback, non-submission of the same may lead to delay/ deduction in payment.
2. All the penalties/ fine/ interest (if applicable) will be settled before making the payments. Service Provider shall not have any objection on the same.
3. Payment will be made through bank transfer only,

11. Amendment of Contract

During service delivery period some conditions may occur when the Buyer and/ or Service Provider may require amending the Agreement, some of such conditions may be as followed-

1. *Amendment of the Contract after event of Force Majeure:* In case of occurrence of any exceptional event/ circumstance which has affected either party directly to perform the agreed services, the agreement can be amended. However, cause, evidence and nature of such effect shall be notified to the other party.
2. *Amendment in statutory variations:* All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.
3. *Variation of the Contract as per both parties' consent:* Variation of the Contract shall be done as per mutual consent of both parties; no party shall be made liable to pay/ get any compensation for agreement amendment. The variation in the contract can be through the following, however, the variation put together shall not reduce or exceed 25% of contract value.

12. Termination of Contract

The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons:

1. *Mutual consent:* The contract may be terminated based on mutual consent in case the services are no longer required by the Buyer. Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.
2. *Breach of contractual obligations:* Any incidents considered as the breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.
3. *Breach of SLAs:* The contract may also be terminated if) the cumulative penalties rise to 10% of the contract value ii) repeated breach of any SLA beyond 3 instances as per buyer discretion. \However, termination of this Contract shall not affect any accrued rights or remedies of either party.

13. Force Majeure

If at any time during the continuance of the contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as such acts) provided notice in writing of happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the buyer/consignee as to whether the services have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 45 days, either party may at its option terminate the contract.

Force Majeure Clause will not be used by any party to effectively escape liability for bad performance and service provider shall seek all reasonable alternative means for performance not prevented by Force majeure events.

There may be a Force Majeure situation affecting the buyer/consignee and in such a situation, Force Majeure Clause shall be available and applicable to the buyer/consignee also and buyer/consignee shall be entitled to cancel the contract.

Annexure-II

Parameters for the Cranes

1. Type of crane

a. Truck mounted crane

b. Rough terrain crane etc.

2. Lifting capacity (MT):

3. Span length (m):

4. Type of service:

a. Indoor

b. Outdoor

c. Both

5. Class of Duty of crane: M1, M2 etc.

6. Lifting height (mar):

7. Area of usage:

a. Normal area

b. Hot metal handling

c. Hazardous area

d. Seismic zone

e. Subzero temperature

f. Hot temperature

8. Lifting speed (m/s):

9. Type of motor

a. Squirrel cage

b. Slip ring

10. Type of operation

a. Fixed pendant

b. Independent movable pendant

c. Cabin operated- open cabin

d. Cabin operated- closed cabin

11. Usage variant in km- hour- As per buyer requirement

12. Type of service

a. Local

b. Outstation

c. Local 24x7

d. Outstation 24x7

13.Year of manufacturing of the equipment:

Annexure - 2

Parameters of Earth Moving Equipments& Material Handling Equipments

1.Type of earth moving equipment:

2.Operating Mass (Kg):

3.Lifting capacity (MT):

4.Engine Horsepower (Hp):

5.Type of service:

a. Indoor

b. Outdoor

c. Both

6.Dig Radius at ground line (m):

7.Standard boom Length (m):

8.Area of usage:

a. Normal area

b. Hot metal handling

c. Hazardous Area

d. Seismic Zone

e. Subzero temperature

f. Hot temperature

9.Usage variant in km- hour

10. Type of Service

a. Local

b. Outstation

c. Local 24X7

d. Outstation 24X7

11.Year of manufacturing of the equipment:

Corrigendum|शुद्धिपत्र

1. **Extended Upto|तक बढ़ाया गया :** 2022-11-22 19:00:00

Additional Required Data/Document(s) : Buyer|अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार

1. **Documents Required :** The documents requested in the uploaded terms and conditions need to be submitted by the bidder.
2. **Please add the detailed specification of the machinery required and detailed scope of work :** click here
3. **If you want to add additional conditions in addition to standard SLA then please upload approval from competent authority. :** click here

Additional Data/Document(s) : Seller|अतिरिक्त डेटा/दस्तावेज़ : विक्रेता

1. **Certificate (Requested in ATC) :** click here
2. **Annual Turnover And Profit Statement For Past 3 Years :** click here
3. **Workmen Compensation And Insurance Policy :** click here
4. **Details Of Machinery Available :** click here
5. **Details Of Drivers And Operators :** click here
6. **Safety Certificates :** click here
7. **Statutory Compliances :** click here
8. **Geographical Presence :** click here

ePBG Detail | ईपीबीजी विवरण

Advisory Bank | सलाहकार बैंक :	ICICI
ePBG Percentage(%) | ईपीबीजी प्रतिशत (%) :	3.00

The bidder shall furnish ePBG as applicable as per bid's terms and conditions | बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा

General Clauses w.r.t RCM/FCM |आरसीएम/एफसीएम के संबंध में सामान्य खंड

1. Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.
2. For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
3. For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.
4. For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.
5. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

Terms and Conditions|नियम और शर्तें

1. General Terms and Conditions-

1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.

1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 ***Forms of EMD and PBG*****:**
Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Northern Coalfields Limited (NCL)
Account No.

352905000016
IFSC Code
ICIC0003529
Bank Name
ICICI Bank
Branch address
ICICI Bank Singrauli, 486889, M.P
.
Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

2.2 *Forms of EMD and PBG*:
Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

Northern Coalfields Ltd., Singrauli
A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

2.3 *Payment*:
PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

2.4 *Certificates*:
Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2.5 *Buyer Added Bid Specific ATC*:
Buyer uploaded ATC document Click here to view the file .

2.6 *Generic*:
1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

2.7 *Buyer Added Bid Specific ATC*:
Buyer Added text based ATC clauses

1. Bidder shall ensure that invoice is raised with GSTIN of consignee.

2. Bidder shall submit the following documents along with their bid for vendor code creation:

(a) Copy of PAN Card.

(b) Copy of GSTIN.

(c) Copy of cancelled cheque.

(d) Copy of EFT mandate duly certified by bank.

3. Independent External Monitor Details:

(a) Shri V.P. Haran, IFS (Retd.)

Address: 23, IFS villas, P-6, Builders Area, Greater Noida UP

Email ID- vpharan@yahoo.com

(b) Shri Mallikharjuna Rao, IFS (Retd.)

Address: 72, Prashasan Nagar, Jubilee hills, Hyderabad

Email ID- pmkrao72@gmail.com

4. Fuel i.e electricity for this bid of hiring of stationary type fog cannon machine should be provided by the buyer (Northern Coalfields Limited) free of cost for operation of the machines only.

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2.8 *Purchase Preference (Centre)*:
Preference to Make In India products (For bids less than 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2.9 *Purchase Preference (Centre)*:
Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

2.10 *Buyer Added Bid Specific Scope Of Work(SOW)*:
File Attachment Click here to view the file .

Note: This is system generated file. No signature is required.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Contract

Contract No: GEMC-511687725573387
Generated Date: 06-Jun-2022
Bid/RA/PR No: GEM/2022/B/2074360

Organisation Details

Type:	Central PSU
Ministry:	Ministry of Coal
Department:	Materials Management
Organisation Name:	Northern Coalfields Limited
Office Zone:	Singrauli

Buyer Details

Designation:	HEAD OF EnM DEPT KHADIA
Contact No.:	05446-232558-
Email ID:	aksingh.8080@coalindia.in
GSTIN:	09AABCN4884H1Z4
Address:	GM OFFICCE, E&M DEPARTMENT, KHADIA PROJECT, DISTT - SONBHADRA (U.P.) 231222, SONBHADRA, UTTAR PRADESH-231222, India

Financial Approval Detail

IFD Concurrence:	No
Designation of Administrative Approval:	GM Khadia
Designation of Financial Approval:	AFM Khadia

Paying Authority Details

Payment Mode:	GPA - Challan
Designation:	AFM KHADIA
Email ID:	pao3.ncl.up@gembuyer.in
GSTIN:	-
Address:	REGIONAL STORES, KHADIA PROJECT NCL PO - KHADIA, SHAKTINAGAR, SONBHADRA, UTTAR PRADESH-231222, India

Consignee Details

S.No	Consignee Name & Address	Service Description
1	Contact: 05446-232558- Email ID: aksingh.8080@coalindia.in GSTIN: 09AABCN4884H1Z4 Address: GM OFFICCE, E&M DEPARTMENT, KHADIA PROJECT, DISTT - SONBHADRA (U.P.) 231222, SONBHADRA, UTTAR PRADESH-231222, India	Hiring of Earth Moving Equipments, Material Handling Equipments and Cranes

Service Provider Details

GeM Seller ID:	BA2D180000463590
Company Name:	PRITHVI RAJ SINGH
Contact No.:	09424641425
Email ID:	prithvi4768@rediffmail.com
Address:	13,Nawa nagar,Post- Nigahi,Nawa Nagar, SINGRAULI, MADHYA PRADESH-486884, -
MSME verified:	Yes
MSME Registration number:	UDYAM-MP-11-0001104
MSE Social Category:	General
MSE Gender:	Male
GSTIN:	23AORPS4768N2ZW , 23AORPS4768N2ZW

*GST / Tax invoice to be raised in the name of - Buyer

Service Details

Contract Start Date : 20-Jul-2022 **Contract End Date :** 19-Jul-2025

Category Name : Hiring of Earth Moving Equipments, Material Handling Equipments and Cranes

Billing Cycle : monthly

Description		Number of Machines Required	(Unit Price) Rate per Hr.
Type of Special Purpose Equipment :	Earth Moving Equipment	1	358.000
Manufacturing / Registration year from the date of award of contract :	up-to 5 years		
Fuel to be provided by Buyer :	Yes		
Type of Machinery Required :	Fog Canon – On Truck		

Total Amount (Formula) :
(Number of Machines Required*Rate per Hr.*Nos. of working hours per day*Nos. of w orking days in a month*No. of months of contract period)

Total Value without Addons :	618624C
Total Addon Value	0
Total Value Including Addons	6186240

Tax Bifurcation

Particular	GST (18%)	GST Cess 1 (0%)	GST Cess 2 (0 per accounting unit)	Input Tax Credit (ITC) on GST (100%)	ITC on GST Cess 1 (0%)	ITC on GST Cess 2 (0%)
Hiring of Earth Moving Equipments, Material Handling Equipments and Cranes	943663.73	0	0	943663.73	0	0

Amount of Contract	
Total Contract Value Including All Duties and Taxes in INR	6186240

SLA Details - Hiring of Earth Moving Equipments, Material Handling Equipments and Cranes

SERVICES STC

SPECIAL TERMS AND CONDITIONS

FOR HIRING OF EARTH MOVING EQUIPMENTS,

MATERIAL HANDLING EQUIPMENTS AND CRANES

1. Preamble

This Agreement represents the Special Terms and Conditions (STC) and the Service Level Agreement (SLA) between the Buyer and Service provider. The purpose of this agreement is to facilitate the implementation of required services at the buyer's premises or any other premises designated by buyer.

This Agreement outlines the scope of work, buyer's obligations, special terms and conditions related to service delivery and payment of services for mutual understanding of the stakeholders.

The Agreement remains valid till completion of scope of services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.

The Services contracts placed through GeM shall be governed by following set of Terms and Conditions:

1. General terms and conditions for Services;
2. Service Specific STC of the Services contracts shall include the service level agreement (SLA) for the service;
3. BID / Reverse Auction specific ATC.

The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider. The service will be provided in bid only mode.

2. Objectives and Goals

The objective of this agreement is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to buyer by service provider. The goals of this agreement are to:

1. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties
2. Present a clear, concise and measurable description of services offered to the buyer
3. Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
4. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons

The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement may be revised/ modified in written on mutual consent of the stakeholders.

3. Parties to the Agreement

The main stakeholders associated with this agreement are below-

1. **Buyer**: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed
2. **Service Provider**: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level/ penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders have read and understood the same before signing the document.

4. Scope of Services

The scope of Service will include, but not necessarily limited to the following:

Hiring of Earth Moving Equipment's, Material Handling Equipment's and Cranes for Cutting, Leveling, Dressing of Ground, Dismantling of Structures, Clearing of Debris, Loading and Unloading of Debris and other material, Moving Material in the site etc. using the required machinery and skilled drivers and manpower for safe usage of machines and other equipment's desired for the work.

The contract can be

1. *All Inclusive* -Buyer will ask the Service Provider to quote their best prices per hour rate of renting the machine along-with the manpower, cost of fuel and consumables, repairs and periodic maintenance and commission.

by the Buyer - Buyer will ask the Service Provider to give their best prices per hour rate of renting the machine along-with the manpower, and consumables, repairs and periodic maintenance and commission without the cost of fuel (in this case customer can fix-up the max fuel required per hour by the machine)

Service Details and Standards

1. Service provider shall abide at all times by the all existing labor enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labor law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labor law in future either by the State or the Central Government or the local authority
2. Service provider shall make his own arrangements for the engagement of all staff and labor, local or other, and for their payment, housing, feeding and transport.
3. The manpower deployed should maintain polite & courteous behavior towards the buyer. "Misbehavior" which may include, but not limited to, consumption of alcohol during or prior to duty, denial of duty during service hours as defined by user, use of abusive language, theft, shall attract penalties as per provisions of the contract.
4. The complete description of Services and Machines required are as per either annexure-1 or 2

Service Assumptions

1. The Service Provider shall not sublet any part of the Contract. The Service Provider shall be responsible and liable to deliver the services as per the contract.
2. The manpower provided by the service provider shall not be deemed employees of the buyer hence the compliance of the applicable labor laws and acts and other relevant laws will be the sole responsibility of the service provider.
3. Service provider shall not deploy any manpower that is ailing from any contagious disease
4. Service provider shall verify the character and antecedent of manpower to be deployed
5. The persons deployed while their work shall perform integrity to the Buyer and shall not disclose/ share any qualified documents and information which they are not supposed to divulge to Service Provider/ third parties.
6. Service provider shall indemnify the buyer against all the losses, injuries and any kind of damage arrived due to its activities
7. The buyer will in no way be responsible for violation of labor laws and /or infringement of any other law for the time being in force, either by the manpower provided or by the service provider.
8. The attendance of the employees will be entered in the register provided by the Service Provider and/or in the Aadhaar based Biometric attendance system at the Buyer's premises. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Corporation or office concerned. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
9. Service Provider shall ensure that all the relevant licenses / registrations / permissions which may be required for providing the services are valid during the entire period of the contract; failing so shall attract the appropriate penalties. The documents relevant in this regard shall be provided by the Service Provider to the Buyer on demand.
10. Service Provider shall be required to keep the Buyer updated about the change of address, change of the Management etc. from time to time.

Service Provider's Obligation

1. Service provider shall ensure the level of service required is of the highest professional standard and shall ensure full compliance to the terms and conditions of the contract.
2. Service provider will be required to submit list of the manpower being deployed with photo ID, address proof, police verification certificate and educational qualifications before deputing the workers. The service provider shall be solely responsible for the credentials/ acts of his staff /workers
3. The service provider shall provide at his own cost proper uniform and badges and photo identity cards to the manpower deployed.
4. In an event that, for any reason, the manpower provided change their contact number during the tenure of the contract then service provider will immediately notify the buyer of the above change.
5. The service provider shall be responsible for ensuring compliance with the provisions related to Labor Law (Central/State) and specially Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labor (Regulations Abolition Act) and any other relevant acts as applicable at present or in future during the tenure of the contract and as may be enforced from time to time. The responsibility for compliance of all the applicable Laws/Acts/Rules shall rest with the service provider only and the buyer will not be liable in any manner.
6. Service Provider shall produce to the Buyer the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.
7. Service Provider shall cover all its personnel under the relevant laws of EPF, Labor, ESIC etc. Proof of the same should be submitted by the Service Provider.
8. Service Provider shall submit a copy of wages sheet showing monthly wages paid to its personnel.
9. Service Provider shall cover its personnel for personal accident and death whilst performing the duty and the Buyer shall own no liability and obligation in this regard.
10. Service Provider shall also provide at its own cost all benefits statutory or otherwise to its deployed personnel and the Buyer shall not have any liability whatsoever on this account.
11. Service provider shall employ only manpower who has completed eighteen years of age and not above 65 years of age
12. The Service Provider shall provide the documentary proof for the qualifications and experience of the manpower deployed by them. The biodata, qualification and experience of the said manpower should be certified by the Service Provider.
13. The Service Provider shall not deploy or shall discontinue deploying the person(s), if desired by the Buyer and must ensure prompt replacement of the personnel without any additional cost to the Buyer. The personnel being deployed shall ordinarily be continued and should not be changed without written intimation and consultation with Buyer.
14. The Service Provider would be bound by the conditions regarding police verification of the deployed staff and their medical fitness.
15. Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
16. In an event that service provider fails to deliver or fails to carry out tasks as per schedule due to absence of personnel or any other reasons, the Service Provider at his own cost shall make alternate arrangement by providing similar manpower for which agreement is entered into, without any extra charges. Failure to do so will evoke penalty then buyer shall have right to recover damages as per the provisions of the contract.

17. The service provider shall be personally responsible for any theft, misconduct and/or disobedience on the part of personnel so provided by him.

18. The working hours and days of the manpower will be as per the existing applicable rules of the respective Central/State Government organizations. However, they must work on holidays, if necessary and required based on demand of work.

19. The service provider shall ensure that the equipment deployed by him are maintained well, cleaned thoroughly both internally and externally, boot kept clear off dust, rubbish, oil and any personal belongings of the driver.

20. All equipment shall be equipped with an emergency medical kit and a fire extinguisher.

21. In the event of any break-down, servicing and repairs of equipment, the service provider at his own cost shall make alternate arrangement for which agreement is entered. Failure to do so will evoke penalty or possible termination of contract.

22. Drivers should possess valid commercial driving licenses as required by the regional transport department. The copy of the above documents is to be submitted to the consignee before commencement of the job.

23. The operators of the equipment's should possess valid training and competency test certificate for operation of the equipment or category of the equipment(s) from recognized certifying agencies. The copy of the above documents is to be submitted to the consignee before commencement of the job.

24. The Service provider shall either himself supervise the execution of the contract or shall appoint a competent person/agent acceptable to the Buyer/Consignee to act in his stead. Orders given to the person/agent shall be considered to have the same force as if they have been given to the Service Provider it-self.

25. The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract. Whenever people work at height more than six feet, platform shall be provided, or the workers shall wear safety belt to avoid fall from the height. Wherever any area declared as dangerous, the workers shall not be allowed to work till a written clearance is obtained from appropriate authorities. No material of any kind shall be dropped or allowed to be dropped from any height. Defective ladders shall not be used at all. Inflammable materials shall not be stored near places where the sparks are likely to occur. The necessary safety equipment's such as gloves, boots, helmets etc. must be issued to the workmen and strictly to be used while carrying out the work. The working area shall be kept clean and free from all obstructions. All temporary electrical connections shall be properly earthed, insulated and periodically checked. The contractor should arrange valid WORKMEN COMPENSATION/ INSURANCE POLICY covered for all his/her workmen. A copy of the policy must be submitted before commencement of work. All safety precautions are to be taken by the contractor at his cost. These safety measures shall be deemed to form an integral part of the agreement.

26. The Service providers should also follow and ensure the specific safety guidelines provided by the consignee related to the work.

27. The Service Provider shall at his own expense reinstate and make good to the satisfaction of the Buyer/Consignee and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of Buyer/Consignee (or agents) servants or employee of the buyer, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the buyer/consignee against all claims enforceable against buyer/consignee (or any agent, servant or employee of the buyer/consignee) or which would be so enforceable against the buyer/consignee where consignee is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

28. Tree designated by the Engineer-in-charge shall be protected from damage during the works and earth level within one meter of each such tree shall not be changed. Where necessary, such trees shall be protected by providing temporary fencing.

29. Service provider must ensure and comply the extant environmental protection laws while executing the work.

5. Buyer's Obligations

1. The location for reporting shall be provided by the buyer to the service provider.

2. Buyer must immediately report to the designated representative of the Service Provider for any problems, complaints, incidents or accidents that occur during the contract including any form of inappropriate behavior/ improper uniform by the personnel.

3. Buyer shall notify the Service Provider of any dishonest, wrongful or negligent acts or omissions of its personnel or agents in connection with the services as soon as possible after the buyer becomes aware of them.

4. Buyer may calculate their requirement of resources based on 8 hours per shift. For example, to hire a security personnel for a month (i.e. thirty service days) to offer the services for 24 hours on a 3-shift basis, the required number of resources would be 90 personnel for the month.

5. **Price Variation Clause:**
"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

6. Service Tracking

Tracking of services ensures quality of service delivery in time bound manner, effective service tracking helps in analyzing Service Provider's performance as well as Buyer's timely inputs for services and leads to immediate actions against the defaulters if any. Service tracking shall be mandatory for the both Buyer and Service Provider, non-tracking of the same may lead to a fine/ penalty on either party.

7. Logbook

1. The service provider shall maintain registers and checklists for each activity and the work done by each of the personnel shall be recorded on a Job Card, duly signed by the buyer's representative. Service provider shall also submit a duly singed comprehensive report every month, detailing the services performed during the month.

2. The service provider shall thereafter update the logbook on the GeM portal as per the logbook process flow.

3. Once the service provider updates the logbook online, the Buyer shall either accept or reject these entries within the prescribed time lime. The buyer will also record the any service non delivery or non-performance issues, and subsequent penalties Failure to act on logbook entries updated by service provider shall be deemed as accepted

4. The Service Provider can raise an issue against the rejection of any entry by the buyer within prescribed timelines of such rejection with the designated representative of the Buyer.

8. Servire Performance and Feedback

1. The principal point of contact for the issues arising out of this agreement will be the service provider or a designated representative who shall be any employee of the Service Provider in administrative and managerial capacity and in a position of authority to resolve issues. Nonetheless, the service provider shall be solely responsible for maintaining the

quality and level of service provided.

2. The Service Provider shall maintain a compliant register at the premises for the complaints by the buyer.

9. Penalties and Fine

In case of noncompliance of the standards of the services to be provided as per this agreement, the buyer would be at liberty to levy such penalty and terminate the contract as per the conditions detailed out below:

#	Nature of Default	Default Details	Penalties			Remarks
			1st instance	2nd instance	3rd instance	
1	Non deployment of equipment/driver (no replacement provided)	Non deployment for 2hrs or more, no replacement provided up to 2 hours	Amount of charges for Vehicle hired by Buyer from third party and a penalty of 10% of daily equipment hiring cost	Amount of charges for equipment hired by Buyer from third party and a penalty of 15% of daily equipment hiring cost	Amount of charges for equipment hired by Buyer from third party and a penalty of 20% of daily equipment hiring cost	After 3rd.instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3rd.instance.
2	Non deployment of equipment/driver (replacement provided)	Non deployment for 2 hrs. or more, replacement provided within to 2 hours	Warning	Penalty of 10% of daily equipment hiring cost	Penalty of 15% of daily equipment hiring cost	After 3rd.instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3rd.instance.
3	Breakdown of vehicle during operation (no replacement provided)	No replacement provided up to 2 hours	Amount of charges for equipment hired by Buyer from third party and a penalty of 8% of daily equipment hiring cost	Amount of charges for equipment hired by Buyer from third party and a penalty of 10% of daily Vehicle hiring cost	Amount of charges for equipment hired by Buyer from third party and a penalty of 15% of daily Vehicle hiring cost	After 3rd.instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3rd.instance.
4	Breakdown of vehicle during operation (replacement provided)	Replacement provided within 2 hours	Warning	Amount of charges for equipment hired by Buyer from third party and a penalty of 8% of daily Vehicle hiring cost	Amount of charges for equipment hired by Buyer from third party and a penalty of 10% of daily Vehicle hiring cost	After 3rd.instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3rd.instance.
5	Delay in arrival of equipment/driver	For 30 mins or more	Warning	Penalty of 5% of Vehicle hiring cost	Penalty of 8% of equipment hiring cost	After 3rd instance, the buyer may continue to impose the same penalty as imposed for 3rd instance
6	Misbehavior by driver/ unacceptable behavior by driver	Any instance	Penalty of Rs. 1000/-	Penalty of Rs. 2000/-		After 2nd instance, the service provider will have to replace the driver
7	Driver reporting to the duty in intoxicated state	Any instance	Penalty of Rs. 2500/-			After 1st instance removal of the driver
8	Failure to address deficiencies pointed out at inspection	Any instance	Penalty of Rs. 500/-	Penalty of Rs. 800/-	Penalty of Rs. 1000/-	After 3rd instance, the buyer may continue to impose the same penalty as imposed for 3rd instance

- Penalties for a specific month / period shall be capped at 10% of bill generated for that month / period.
- If any SLA is breached beyond 3 instances in any billing period, then same shall be treated as a breach of contract and buyer will have full rights to terminate the contract after giving a notice of 30 days.

10. **Payment Terms**

This section provides details about the terms and conditions of payment towards the services, it may also include deduction of payment in case of faulty service.

Some notable points under payment terms are-

Payment Condition

1. The payment shall be made as per the financial quotes submitted by the Service Provider and accepted by the Buyer.
2. No advance payment shall be made to the Service Provider.
3. The price quoted shall cover all aspects of service delivery.
4. Service Provider shall also deposit EPF and ESI of both employer and employee share within 15th day of the month of payment for the support staff engaged from their account and prefer the bill to the Buyer Department for reimbursement of employer share only.
5. Employers share of EPF & ESI deposited to the respective authorities with proof of deposit of both employee and employer share by the end of the second week of the succeeding month. Employee share of EPF and ESI contribution shall be recovered from the gross remuneration & balance amount is to be released to the persons employed.
6. The Service Providing Agency shall furnish statement of amount paid for the month to the persons deployed along with cheque number and date and Bank account from which the payment has been made. Service Providing agency is to furnish copy of bank statement in support of amount paid as and when required by Buyer Departments.
7. The Service Provider shall be responsible for timely payment of take-home remuneration to the supporting staff and deposit of EPF and ESI (both employee and employer share), failing which a penalty will be deducted.
8. The Service Provider shall submit before the Buyer Department, one copy of the return within 7 days from the date of filing of monthly / quarterly / half yearly / annual return if any before the EPF and ESI authorities.
9. The payment to the Service Provider will be made on monthly and quarterly basis, depending upon the actual duration of the services rendered as per order.
10. Any violation of contractual obligations by the Service Provider/employee shall attract penalties as mentioned against each obligation. The Service Provider confirms and agrees that penalty whenever becomes payable, the same shall be deducted by the user department from the payments due to the Service Provider.
11. All applicable taxes and duties except GST, shall be payable by the Service Provider and the Buyer shall not entertain any claims whatsoever with respect to the same. The Service Provider shall pay the GST and the price quoted is inclusive.
12. The Service Provider shall ensure payment regularly for the deployed manpower to their entitlements like monthly salaries/wages etc. and submit the documentary proof of the salary paid as per the terms and conditions of the contract. Bill for the subsequent month will be paid only after submission of certificate of disbursement of wages of previous month.
13. In case of any changes in the minimum wages as per the Applicable Laws during the Contract period, Buyer shall pay the Service Provider the difference in wage from the amount mentioned in the contract on pro rata basis.
14. The cost of the Contract shall be valid for initial contract period. No price escalation, other than minimum wages revision, shall be entertained by the Buyer during the period.

Payment Cycle

1. Payment shall be made once the Service Provider submits the invoice for the same as per the prescribed process flow.
2. The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice, logbook and service feedback.

Payment Process

1. Payment shall be made only after submission of invoices, logbook, service feedback, non-submission of the same may lead to delay/ deduction in payment.
2. All the penalties/ fine/ interest (if applicable) will be settled before making the payments. Service Provider shall not have any objection on the same.
3. Payment will be made through bank transfer only.

11. Amendment of Contract

During service delivery period some conditions may occur when the Buyer and/ or Service Provider may require amending the Agreement, some of such conditions may be as followed-

1. *Amendment of the Contract after event of Force Majeure:* In case of occurrence of any exceptional event/ circumstance which has affected either party directly to perform the agreed services, the agreement can be amended. However, cause, evidence and nature of such effect shall be notified to the other party.
2. *Amendment in statutory variations:* All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.
3. *Variation of the Contract as per both parties' consent:* Variation of the Contract shall be done as per mutual consent of both parties; no party shall be made liable to pay/ get any compensation for agreement amendment. The variation in the contract can be through the following, however, the variation put together shall not reduce or exceed 25% of contract value.

12. Termination of Contract

The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons:

1. *Mutual consent:* The contract may be terminated based on mutual consent in case the services are no longer required by the Buyer. Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.
2. *Breach of contractual obligations:* Any incidents considered as the breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.
3. *Breach of SLAs.* The contract may also be terminated if) the cumulative penalties rise to 10% of the contract value ii) repeated breach of any SLA beyond 3 instances as per buyer discretion. \However, termination of this Contract shall not affect any accrued rights or remedies of either party.

13. Force Majeure

If at any time during the continuance of the contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as such acts) provided notice in writing of happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the buyer/consignee as to whether the services have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 45 days, either party may at its option terminate the contract.

Force Majeure Clause will not be used by any party to effectively escape liability for bad performance and service provider shall seek all reasonable alternative means for performance not

prevented by Force majeure events.

There may be a Force Majeure situation affecting the buyer/consignee and in such a situation, Force Majeure Clause shall be available and applicable to the buyer/consignee also and buyer/consignee shall be entitled to cancel the contract.

Annexure-II

Parameters for the Cranes

1. Type of crane

a. Truck mounted crane

b. Rough terrain crane etc.

2. Lifting capacity (MT):

3. Span length (m):

4. Type of service:

a. Indoor

b. Outdoor

c. Both

5. Class of Duty of crane: M1, M2 etc.

6. Lifting height (mar):

7. Area of usage:

a. Normal area

b. Hot metal handling

c. Hazardous area

d. Seismic zone

e. Subzero temperature

f. Hot temperature

8. Lifting speed (m/s):

9. Type of motor

a. Squirrel cage

b. Slip ring

10. Type of operation

a. Fixed pendant

b. Independent movable pendant

c. Cabin operated- open cabin

d. Cabin operated- closed cabin

11. Usage variant in km- hour- As per buyer requirement

12. Type of service

a. Local

b. Outstation

c. Local 24x7

d. Outstation 24x7

13.Year of manufacturing of the equipment:

Annexure - 2

Parameters of Earth Moving Equipments& Material Handling Equipments

1.Type of earth moving equipment:

2.Operating Mass (Kg):

3.Lifting capacity (MT):

4.Engine Horsepower (Hp):

5.Type of service:

a. Indoor

b. Outdoor

c. Both

6.Dig Radius at ground line (m):

7.Standard boom Length (m):

8.Area of usage:

a. Normal area

b. Hot metal handling

c. Hazardous Area

d. Seismic Zone

e. Subzero temperature

f. Hot temperature

9.Usage variant in km- hour

10. Type of Service

a. Local

b. Outstation

c. Local 24X7

d. Outstation 24X7

11.Year of manufacturing of the equipment:

Corrigendum

1. **Extended Upto :** 2022-04-15 14:00:00
2. **GeM-Bidding-Corr-3288312-3.pdf** click here

Additional Required Data/Document(s) : Buyer

1. **Minimum Turnover of the Seller in the past 3 years :** Rupees Eighteen Lakh NinetySeven Thousand Three Hundred One Paise FiftyFive Only
2. **Documents Required :** As per ATC/bid
3. **Please add the detailed specification of the machinery required and detailed scope of work** click here

Additional Data/Document(s) : Seller

1. **Certificate (Requested in ATC)** click here
2. **Annual Turnover And Profit Statement For Past 3 Years** click here

General Clauses w.r.t RCM/FCM

1. Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.
2. For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
3. For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.
4. For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.
5. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

Terms and Conditions

1. General Terms and Conditions-

1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Buyer Added Bid Specific ATC
Buyer uploaded ATC document Click here to view the file.

2.2 Buyer Added Bid Specific ATC
Buyer Added text based ATC clauses

1.Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs asdefined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and

Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

2.The day-to-day running cost of diesel of the composite system used will be borne by the contractor, which will be reimbursed by NCL along with the monthly bill. The repair & maintenance of vehicle is the responsibility of the contractor. The cost of Mobil / engine oil is included in the maintenance cost of the vehicle.

3. The bidder must check the scope of work/Technical Specification and ATC for the submission of documents in bid.

Corrigendum for Table of clause 10 of "Detailed specification of the machinery required and detailed scope of work' in the "Additional Qualification/Data Required" of bid.

Existing Table in Clause 10:

S.N.	Type of vehicle	Consumption Pattern of Diesel
01.	Truck (16 Te)	Diesel Cost @ 1.89 km/ltr of truck
02.	Dust Suppression System	Diesel Cost @ 3.88 km/ltr of dust suppression system

Changes/Updatation in Table in Clause 10 :

S.N.	Type of vehicle	Consumption Pattern of Diesel
01.	Truck (16 Te)	Diesel Cost @ 1.89 km/ltr of truck
02.	Dust Suppression System	Diesel Cost @ 3.88 ltr/hr of dust suppression system

Note: This is system generated file. No signature is required.

(TRUE COPY)

ANNEXURE-J

NORTHERN COALFIELDS LIMITED

(A Miniratna Company & Subsidiary of Coal India Limited)

OFFICE OF THE GENERAL MANAGER

Khadia Area

Civil Engineering Department

P.O. Shaktinagar, DISTT. Sonebhadra (U.P.) 231222

Phone No.05446-232274

E-mail: socivilkhdncl@gmail.com

WEBSITE: www.coalindiatenders.nic.in

NIT संख्या.: **GM/KHD/C/22-23/ETN-472** दिनांक: 09.01.2023

निविदा सूचना

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	Updated Estimated Cost of Work (Including GST) (In Rs.)	Earnest Money * (In Rs.)	Period of Completion (In Days)
Providing two nos. wheel washing facility with complete recirculation system at the exit gate of Khadia Project with three years AMC after one year warranty	Khadia Area	1,98,39,896.26	2,48,000.00	1580 (120 days construction + 1460 days operation and maintenance)

NOTE: (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 JSP Singh, SO (C) Contact No 9406711446	Sri TG Ninawe, Project Engineer (C) Contact no. 9425820624
e- Procurement Help desk- 0120-4001 002, 0120-4200 462, 0120-4001 005, 0120-6277 787	

2. Time Schedule of Tender:

Sl. No	**Particulars**	**Date**	**Time**
a.	Tender e-Publication date	09.01.2023	06:55 PM
b.	Document download start date	09.01.2023	06:55 PM
c.	Document download end date	26.01.2023	11:00 AM
d.	Bid Submission start date	**10.01.2023**	11:00 AM
e.	Bid submission end date	**26.01.2023**	11:00 AM
f.	Start date for seeking Clarification on-line	10.01.2023	11:00 AM
g.	Last date for seeking Clarification on-line	17.01.2023	11:00 AM
h.	Technical Bid (Cover I) opening date	27.01.2023	11:00 AM
i.	Price Bid (Cover II) opening date *(Tentative)*	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.

NORTHERN COALFIELDS LIMITED

(A Miniratna Company & Subsidiary of Coal India Limited)

OFFICE OF THE GENERAL MANAGER

Khadia Area

Civil Engineering Department

P.O. Shaktinagar, DISTT. Sonebhadra (U.P.) 231222

Phone No.05446-232274

E-mail: socivilkhdncl@gmail.com

WEBSITE: www.coalindiatenders.nic.in

NIT संख्या.: **GM/KHD/C/22-23/ETN-485** दिनांक: 29.03.2023

निविदा सूचना

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2. Time Schedule of Tender:

Sl. No	**Particulars**	**Date**	**Time**
a.	Tender e-Publication date	29.03.2023	06:55 PM
b.	Document download start date	29.03.2023	06:55 PM
c.	Document download end date	15.04.2023	11:00 AM
d.	Bid Submission start date	**30.03.2023**	11:00 AM
e.	Bid submission end date	**15.04.2023**	11:00 AM
f.	Start date for seeking Clarification on-line	30.03.2023	11:00 AM
g.	Last date for seeking Clarification on-line	06.04.2023	11:00 AM
h.	Technical Bid (Cover I) opening date	17.04.2023	11:00 AM
i.	Price Bid (Cover II) opening date *(Tentative)*	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.

NORTHERN COALFIELDS LIMITED
(A Miniratna Company & Subsidiary of Coal India Limited)
OFFICE OF THE GENERAL MANAGER
Khadia Area
Civil Engineering Department
P.O. Shaktinagar, DISTT. Sonebhadra (U.P.) 231222
Phone No.05446-232274
E-mail: socivilkhdncl@gmail.com
WEBSITE: www.coalindiatenders.nic.in

NIT संख्या.: **GM/KHD/C/23-24/ETN-496** दिनांक: 22.07.2023

निविदा सूचना
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	Updated Estimated Cost of Work (Including GST) (In Rs.)	Earnest Money * (In Rs.)	Period of Completion (In Days)
Providing two nos. wheel washing facility with complete recirculation system at the exit gate of Khadia Project with three years AMC after one year warranty	Khadia Area	1,98,39,896.26	2,48,000.00	1580 (120 days construction + 1460 days operation and maintenance)

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Tender inviting authority	**Contact Person(s)/Tender Dealing Officer(s)**
Sri JSP Singh, SO (C) Contact No 9406711446	Sri TG Ninawe, Project Engineer (C) Contact no. 9425820624
e- Procurement Help desk- 0120-4001 002, 0120-4200 462, 0120-4001 005, 0120-6277 787	

2. Time Schedule of Tender:

Sl. No	**Particulars**	**Date**	**Time**
a.	Tender e-Publication date	22.07.2023	06:55 PM
b.	Document download start date	22.07.2023	06:55 PM
c.	Document download end date	08.08.2023	11:00 AM
d.	Bid Submission start date	**24.07.2023**	11:00 AM
e.	Bid submission end date	**08.08.2023**	11:00 AM
f.	Start date for seeking Clarification on-line	24.07.2023	11:00 AM
g.	Last date for seeking Clarification on-line	31.07.2023	11:00 AM
h.	Technical Bid (Cover I) opening date	09.08.2023	11:00 AM
i.	Price Bid (Cover II) opening date *(Tentative)*	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.

(TRUE COPY)

ANNEXURE- K

NORTHERN COALFIELDS LIMITED
OFFICE OF THE GENERAL MANAGER: KHADIA AREA
CIVIL DEPARTMENT
PO: KHADIA PROJECT, DISTT. SONEBHADRA(UP)-231222.

No.-2551 /Kh/C/LOA/Providing sheds & platform /2236/2022/821 Dated- 25-01-2023

To,
M/s Artana Waste Management Solutions,
97, 1st Floor, Pawan Park, Society,
Navayard, Vadodara- Gujarat
VADODARA-3900024

Bank A/C No.201000394928, INDUSIND BANK,
PAN No. ABBFA9675R
GST No. 24ABBFA9675R1ZP
Email ID-artana @artana.in

Sub- LOA for the work "Providing sheds and platforms and subsequent operation of solid waste management system for 8 months at Khadia Area".

Ref: NIT No.- KHD/Civil/Tender/22-23/ETN-464 Dated: 26.10.2022
(ii) Tender ID No- 2022_NCL_260581_1
(iii) Your offer dated 16.11.2022

Dear Sir,

With reference to the above we are pleased to convey that your offer to undertake the subject work at a total value of **Rs. 10523458.22 (Rs. 8918184.93 + GST @18 % Rs.1605273.29) (Rupees One Crore Five Lakh Twenty Three Thousand Four Hundred & Fifty Eight and paise Twenty Two)** only has been accepted subject to the following stipulations:

1-All the materials and equipment required for the work will be arranged by you.
2-You are required to submit the Registration/license under Contract Labour (R&A) Act, 1970 within 10 (Ten) days from the date of receipt of this letter of acceptance, if required.
3-The Performance Security (first part of security deposit) shall be **3%** of the contract value amounting to **Rs. 315704.00 (Rupees Three Lakh Fifteen Thousand Seven Hundred Four only)** only**. The Earnest money amounting to Rs. 124300.00** deposited by you along with the tender through Axis Aggregator Bank **PRN No. 269497885309** has been taken as part of Performance Security. All ruining account bills shall be paid @ 95% of work value. This 5% deduction towards retention money will be the second part of security deposit.
4-You are required to submit the following **within 21 (twenty one)** days from the date of issue of this letter of acceptance for issuing formal work order and executing agreement for the work.
(i) **Rs. 191404.00 towards balance amount of 3%** Performance Security in acceptable form.
(ii) **Additional Performance Security NIL**
(iii) Copy of Income Tax PAN
(iv) Copy of GST registration Certificate & Service Accounting Coe (SAC) of works/services.
(v) Copy of Memorandum and Article of Association/Power of attorney/partnership deed, if any.
(vi) Copy of CMPF/EPF Registration or Copy of Affidavit for implementation of CMPF Act.
(vii) Authorization form for e-payment duly filled-in.
(viii)PERT/BAR chart showing percentage of periodical progress for completion of work.
(ix) Non-judicial Stamp Paper for Rs. 100/-.
(x) Copy of the letter of handing over the site.
(xi) A certificate from practicing Chartered Accountant having a valid Membership Number for complying of Anti-Profiting Clause U/S 171 as well as Office Memorandum F. No. 296/07/2017-CX.9 dated 15.06.2017 issued by Department of Revenue, Ministry of Finance, GOI, if required.
If Security Money is deposited in the form of Bank Guarantee, it should be issued through Structural financial Messaging System (SFMS) Platform as per format given in the Tender Document.

(xii) That you have to take necessary insurance for the full contract period for i) Workmen compensation and ii) Contractors all risk policy , in the joint name of **Northern coalfields limited** and the contractor. The policies and certificates for the insurance shall be delivers by you to the Engineer-in-charge for his approval before commencement of the work . Applicable for updated value more than 50.00 lakh.

5- The work shall be completed within **390 (Three Hundred Ninety)** days ,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 whichever is later**. Contract period of 390 days shall comprises of:-(i)150 days for construction (ii)240days for operation of solid waste management system**

6- In case you, without reasonable cause or valid reasons, commits default in commencing the work as per clause no 5 of the LOA, the company shall, without prejudice to any other right or remedy, be at liberty,by giving 15 day's notice in writing to you to commence the work,failing which to **Forfeit the Earnest Money** deposited by you, rescind the Letter of Acceptance of Tender/Work order and debarring to take part in the future re-tender along with other actions as per tender documents.

7. In case you fail to submit the performance security and Additional performance secuirity, if any within 21 days
   a) Then the award of the work shall be cancelled with forfeiture of earnest money.
   b) Debar from participating in future tenders for a minimum period of 12 months as per NIT.

8- The work should be executed as per General Terms & Conditions, Additional Terms & Conditions, Special Terms & Conditions, CPWD Specification/BIS Standards/description of the items of the accepted Tender documents and instructions of EIC.

9-You shall not pay less than the minimum Wages Act or such other legislation or award of minimum wages fixed by the respective State Govt. Or Central Govt. as may be in force.

10-You should ensure implementation of CMPF and Miscellaneous Provision Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act, 1952 as the case may be and allied scheme framed there under in respect of workers deployed by you and will have to recover statutory dues and deposit the same along with employer's contribution (Contractor's share) to the respective CMPF/EPF Office and to submit statutory returns under intimation to Principal Employer.

11-All Texas (Except GST), local, municipal, provincial or central etc. and cess, royalties etc as payable shall be to the contractor's account and shall be deemed to have been included in the tendered rate for the work to be executed.

12- Regarding GST, the following may please be noted:

a- GST will be reimbursed on production of uploaded invoice/documentary evidence. Amount of statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2A of NCL in the common portal of GST and after submission of documentary evidence of deposition of GST taxes and filing of GST returns.

b-You will have to pass in input tax credit by way of enclosing original tax input invoice with bill.

c- All invoice submitted by you will have to be in the form of GST invoice giving all details as required under the law. You will raise invoice strictly adhering to provisions of Section 31 under CGST Act 2017 along with Rule 46 & 47 of CGST Rule, 2017. You will indicate the rate as well as amount of CGST, SGST or IGST in invoice. You will upload the details of invoice on GST portal as per provisions of GST Act. Invoice issued by you should bear GST Registration Number of NCL (23AABCN4884HEM1ZE (MP) & 09AABCN4884H1Z4 (UP) to enable NCL to claim input tax credit.

d-You will file all the Returns and details as applicable under GST laws & rules with due dates.

e-You will give an undertaking on invoice or as separate Annexure along with the invoice that the Invoice/applicable GST returns has been/will be uploaded on GST Portal within due time as prescribed in CGST Act and CGST, SGST or IGST has been deposited as per the provision of GST

g-In case the GST rating of vendor on the GST Portal/Government's official website is negative/black listed at any stage even after award of work, NCL has right to cancel the letter of award.. NCL shall not be obliged or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any incurred by NCL.

h-You will issued credit note as per provisions of Rule 53 of CGST Rule, 2017 on quality deduction or liquidated damages, if any arises.

i-If you default in uploading the invoice/applicable GST returns or default in deposit of applicable GST taxes, NCL reserves the right to upload such defaulter on NCL website and may also debar you from participating in future tenders for a minimum period of one year.

13. As per clause 8.4 of NIT, only materials conforming to approved samples shall only be brought to site , as such you immediately contact **Dy. Manager(Civil)/Incharge/TS, Khadia** & Incharge of the work for approval of sample to be used in the work.The township Incharge(Civil)/Khadia Area,Incharge of the work shall be Engineer-In-Charge of the work.

14- All the clauses of safety code on the tender document, as laid down in additional safety measures to be taken by the contractor, are to be strictly followed.

15- Please contact Dy.Manager (Civil)/Incharge/TS, Khadia for commencement of the work.

Yours faithfully,

25/01/2023

Staff Officer (C)
Khadia Area.

Copy to:

1) GM/Khadia Area.
2) GM(C)/NCL/Singrauli
3) GM(Vig)/Singrauli
4) AFM/Khadia: - Ref: FD No. FC/AFM/KHD/22-23/SPL. ACTIVITY – ENVIRONMENTAL EXPENSES/37/09 Dated 24.01.2023 for Rs. 4000000.00
5) SO (P), Khadia Area- with a request to observe minimum wages etc. as per laid down guidelines
6) ALC(C)/LEO(C), Allahabad, 189/A-4, Alopibagh, PO-Daraganj,Praygraj(UP)
7) Dy.Manager(Civil)/Incharge/TS, Khadia.
8) AM(Civil)/TS, Khadia Project- For AOC on e-tender portal

(TRUE COPY)

Enclosure-B

ANNEXURE- L

REPORT OF THE OVERSIGHT COMMITTEE, NGT, U.P, LUCKNOW

IN THE MATTER OF:-

ORIGINAL APPLICATION NO. 164/2018

IN RE: ASHWANI KUMAR DUBEY

VERSUS

UNION OF INDIA & ORS.

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			suppression of dust. 5. Installation of 01 fixed fogging guns at Warf Wall Siding is in progress. **NCL Bina Project** 1. Approx. 85.22% of coal is transported through rail and the remaining 14.78% of coal is transported through road by tarpaulin-covered trucks. 2. Fixed sprinklers were fitted at the CHP in August, 2021. 3. 02 fixed fog canon machines with a throw of approx. 100 m were commissioned in September, 2021. 4. Fixed sprinklers were installed on transportation road of 1.5 km length. 5. 02 truck-mounted fogging machines are operational. 6. 01 truck-mounted road sweeping machine is operational. 7. Mist spraying arrangements in the CHP, crusher & all transfer points have been made. 8. 17500 saplings planted within the premises in the year 2020-21. 9. 15 mobile water sprinklers are working. 10. All drill machines are provided with cyclone dust separator & dust guards. 11. One surface miner has been procured to control dust due to drilling & blasting.
4.	**Installation of CCTV cameras at strategic locations in the coal mines**	**Complied**	It has been reported that in all the mines of the NCL, cameras have been installed at the exit. No information has been furnished about installation of cameras at other strategic locations.
5.	**Management of waste water generated from different processes and achieving ZLD.**	**Complied**	**NCL Krishnashila Project:** An ETP of 0.4 MLD is operational It is provided with a collection tank, oil & grease trap, primary settling tank, flash mixer, clariflocculator, sludge tank and drying beds etc. The treated water is reused for sprinkling and horticulture purposes. No water is discharged outside the mine premises. ZLD is being maintained.
		Complied	**NCL Khadia Project** has installed ETP of 38 MLD capacity. The treated effluent is being reused in dust suppression, firefighting etc. and ZLD is being maintained.
		Partially Complied	**NCL Kakri Project** has installed an ETP of 27.6 MLD capacity to treat the waste water generated from different sources. The treated effluent from the ETP is used for sprinkling on haul roads and the CHP, washing of dumpers, dozers and light

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8.0 Conclusions and Recommendations

The present Scientific study of fly ash dumping with overburden in the internal dump of Khadia Opencast Project, NCL has been done considering various aspects. The overburden samples have been brought from Khadia Opencast Project and fly ash sample from Hindalco Renusagar and UPRVUNL Anpara. Various geotechnical tests and characterization have been done for overburden, fly ash and various combination of mixed material (overburden and fly ash). Leaching study, dump slope stability, traffic study has been done to know the dumping possibility of fly ash with mixed overburden material in running mines. The conclusions and suggestions of the present study are summarized below.

Dumping of fly ash in external dump

- In opencast mining, handling of overburden (OB) is considered the most important activity requiring very careful and elaborate planning. The purpose is to reduce land requirement for external dumping of overburden and accommodate maximum overburden in internal dumps. There are also restrictions on maximum dump height from above surface level. The external dump is already reached to it maximum height (as reported by mine official). In such, there will not be any possibility of accommodating fly ash dump into External dump.
- The plantation is usually carried out on top of external dump after putting top soil layers. This has already been done for external dump of Khadia OCP. The growth of plant is healthy. If planning is done for putting fly ash on top of external dump, then the plantation has to be removed and top soil layer has to be scraped ad keep aside. However, mixing of fly ash with dump material leads to increase the height beyond the permissible limit and lead to safety issue.
- Therefore, keeping above points it is advisable not to dump the fly ash on external dump in Khadia OCP.

Dumping of fly ash in Internal dump

Various geotechnical tests of overburden and fly ash material has been done to know the suitability of mixing fly ash with overburden material in Internal dump. The conclusions and recommendation have been summarized in the following headings.

Geotechnical properties of dump and fly ash

- The size distribution of dump material and fly ash material indicates that the fly ash is having more fine material than the dump material. It will reduce the permeability of dump material when mixed with overburden material. The permeability of overburden is 1.23E-4 m/sec whereas for fly ash it is around 1.6E-5. Therefore, mixing of fly ash with overburden will reduce the permeability of overall dump material. The lower permeability will have the chances of generating water pressure during rain water.
- The Atterberg's limits indicates that the overburden dump is having very low amount of clay and silt. It contains sand, gravels and boulders. Therefore, the liquid and plastic limit is very high for overburden material considering the large size particles. The liquid and plastic limit of fly ash is low comparing to overburden material. If can be concluded that if dump material is mixed with fly ash the liquid limit and plastic limit will reduce significantly. Therefore, the material can slide on low water contain. Moreover, if fly ash is not mixed properly with the OB, it will slide more rapidly to the bottom of the slope
- The Optimum moisture content (OMC) and Maximum dry Density (MDD) of overburden is 11 % and 1.92 t/m^3 respectively. OMC is in range of 20-32 % and MDD is in range of 1.28-1.29 for fly ash of Hindalco Renusagar and UPRVUNL Anpara respectively. The OMC will increase and MDD will reduce when the overburden material is mixed with fly ash. Therefore, it is not advisable to mix dump material with fly ash.
- The average cohesion and friction angle of dump material are 52 KPa and 31 degree respectively. The friction angle of fly ash is range between 24-28 degree and cohesion is 18-48 KPa. The shear strength has been determined by mixing fly ash with overburden in different proportions. The maximum shear strength is observed at 20 % of fly ash mixed with 80% of dump material. The cohesion has increased from 52 kPA to 126 kPa whereas, the friction angle has reduced from 31 degree to 28 degree. The fly ash of the area does not have much binding capacity; therefore, cohesion will not increase significantly. The fiction angle reduces due to presence of in material in the fly ash.

Fly Ash characterization

- The pH of the fly ash samples are found to be in the range of 6.4 and 6.3 for Hindalco Renusagar and UPRVUNL Anpara respectively. It means the pH of fly ash is slightly acidic in nature. This will help in biological reclamation in the backfilled land
- The electrical conductivity of the fly ash is around 1.06 mS/cm. It is suitable for seedlings and salt sensitive plants. Therefore, it is not advisable to directly mix in the overburden dump material. Some additive should be added to increase the electrical conductivity of the fly ash.
- The major trace elements in the fly ash obtained by XRF are SiO_2 and $Al2O_3$. The amount of CaO is around 2%. The fly ash in not having self-binding capacity. Some activator needed to be properly mixed and filled with overburden for proper binding.
- The water holding capacity of fly ash is 24 % and 25.36 % for Hindalco Renusagar and UPRVUNL Anpara respectively. It will increase the more water content in the dump material for longer time. Therefore, the haul road/ pathway become slippery and it will hamper the movement of dumper/tipper.
- The retention capacity of fly ash study at laboratory stage, conclude that there is ample water retention capacity in the fly ash. Hence when water availability will increase from 24% or more a swamp like condition will be created where in fly ash would be dumped.
- Fly ash used in this study is Class F (As per ASTM). Fly ash having low pozzolanic properties therefore mixing of this fly ash with overburden will not lead to hardening of material after some time. It requires a cementing agent (such as Portland cement, quicklime, or hydrated lime) in the presence of water in order to react and produce cementious compounds
- The highest concentration of toxic trace metal (Mg and Mn) are ranging from 41.69, and 41.39 mg/L in UPRVUNL Anpara fly ash sample whereas in Hindalco Renusagar fly ash sample the concentration of Mg and Ni is 46.48 and 53.90 mg/L respectively. The solubility of metal is more in acidic range of pH hence the migration of toxic metal in the soil and nearby land will also be enriched. Mixing of fly ash with Overburden will increase toxic trace metal in surrounding area.

Environmental and safety

- The transportation and dumping of fly ash will further increase the particulate matter concentration in the mining area. It will increase the chances of the accidental cases between earth moving machinery.
- Fly-ash will make the dump floor slippery when contact with water. It will hamper or reduce the movement of dumper and other heavy machinery in mine and dump area. It will also increase the chances of accident in rainy water during movement of dumper/tippers

- In very large open cast operating mines, it is difficult to mix fly ash with external and internal overburden dumps. Operational difficulties will be encountered with safety issues during heavy rains with slippery roads and sliding of dump benches owing to fly ash.
- Due to increase in stripping ratio in coal mines, the quantum of OB is increasing and its safe disposal has become a matter of concern in the coal sector.
- In operating opencast mines, fly ash will be required to be dumped in dry form in separate layers or by mixing with OB while dumping. Both these processes would require elaborate and complex scheduling of various activities/equipment, hampering mine production and creating unsafe conditions owing to high equipment density in limited space of mines.
- The adding of fly ash will increase the pollution level in the running mine, which may exceed the allowable limit of various pollution level.

Fly Ash Transportation

- The routes from the power plant to the mine are not adequately constructed for additional fly ash transportation. Hence it is not advisable under the present road condition to transport fly ash through these roads.
- Fly-ash carrying trucks will cause hindrance to movement of dumper carrying both O.B and Coal.
- Fly-ash will make the dump floor slippery in contact with water. It will limit the movement of dumper/tipper in the haul roads.
- The lead distance of each mine already optimizes based on present equipment and production. The adding of fly ash in same layout/road will increase the traffic density and reduce the distance between two subsequent tripper/dumper.

Geo-Mining conditions

- In operating opencast mines, fly ash will be required to be dumped in dry form in separate layers or by mixing with OB while dumping. Both these processes would require elaborate and complex scheduling of various activities/ equipment, hampering mine production and creating unsafe conditions owing to high equipment density in limited space of mines operations.
- The dumping with overburden required proper mixing of fly ash in the mine overburden itself. It requires huge logistic and space for mixing plant for OB and Fly ash.
- The quarry will be back filled and reclaimed as per mine plan of Khadia OCP. An area of 37 Ha would be left as void after filling the remaining area with dump material. In

due course of time, dip side of void will be filled with rain & ground water. This water reservoir may be developed for pisciculture. By adding fly ash to internal dumping/backfilled areas there could be possibility of fly ash leaching into the void/water reservoir rendering it unsuitable for pisciculture.

- The dump material consists of large quantity of fly ash material (if dumping is to be done with fly ash). Therefore, at end of mining around 80 Mcum of dump material will be left out (which have been accommodate in original plan in place of fly ash). Therefore, the mine closure plan should be change accordingly, so that the provision of accommodation of 80 Mcum of overburden material.
- It will change the mine closure plan and it will have environmental impact in surroundings. Therefore, as per mine closure plan the fly ash should not be advisable to dumped in internal dump.

Dump Slope stability

- The dump slope stability has been carried out based on finite element method. The factor of safety has been determined for height varying from 60m to 180m. It varies from 1.76 to 1.61 for overburden dump material.

- The factor of safety of mixed overburden (fly ash mixed with OB material) has also been determined. The simulation has been carried out considering that the fly ash has been put in alternative layers in the dump. The fly ash is mixed with layer in the ration of 80% overburden material and 20% fly ash. The factor of safety of mixed dump material in dry condition is varying from 1.79 to 1.61 for dump height from 60m to 180m.

- It was expected that factor of safety will increase due to increase in cohesion of mixed material. However, it has been observed that the increase in factor of safety for fly ash mixed dump is marginal i.e. 0.04 for 60m and 0.01 for 180m dump height. The reason for marginal increase in the factor safety is due to reduction in friction angle of mixed material. The impact of mixing of fly ash on overburden will not affect the stability in dry condition.

- Water has important role to play in stability of dump material. Study has also been carried out to determine the factor of safety of dump as well as of mixed dump. The material will get saturated due to water and the shear strength reduces significantly depending upon amount of water and material type.

- The table given below summarize the factor of safety of varying % of fly ash and degree of saturation.

Sr. no	% of saturation	Factor of safety of mixed material			
		0% fly ash	5% fly ash	10% fly ash	20% fly ash
1	10	1.56	1.64	1.64	1.65
2	25	1.56	1.60	1.63	1.54
3	50	1.37	1.36	1.36	1.31
4	100	1.04	1.04	1.02	0.93

It is obvious form above table that mixed dump will not be stable in high saturation condition if fly ash is mixed more than 10%. The formation of layers of fly ash in layer may lead to formation of weak shear failure zones which may lead to dump slope failure.

- Generally, the cracks are generated in the top surface of overburden dump. The rain water entering in the crack will create water pressure, waters generally get drained from the dump material. However, the water pressure will be created in crack of overburden dump with fly ash as water will get retained which lead to low factor of safety.

Therefore, it is technically not feasible to dump the 25% fly ash in Mine dump in Khadia OCP due to geo mining conditions, high stripping ratio, and huge rate of OB removal and instability of dump during rainy season in present condition.

(Dr Rajesh Rai) (Professor B K Shrivastva) (Professor A Jamal)

(TRUE COPY)

अनुबंध|Contract

ANNEXURE- N

अनुबंध क्रमांक|Contract No: GEMC-511687739371125

अनुबंध तिथि|Contract Generated Date : 09-Feb-2024

बोली/आरए/पीबीपी संख्या|Bid/RA/PBP No.: GEM/2023/B/3816435

संगठन विवरण|Organisation Details

प्ररूप|Type :	Central PSU
मंत्रालय|Ministry :	Ministry of Coal
विभाग|Department :	Materials Management
संगठन का नाम|Organisation Name :	Northern Coalfields Limited
कार्यालय क्षेत्र|Office Zone:	Singrauli

खरीदार विवरण|Buyer Details

पद|Designation :	Chief Manager Environment
संपर्क नंबर|Contact No. :	-
ईमेल आईडी|Email ID :	gmenv.ncl@coalindia.in
जीएसटीआईएन|GSTIN :	-
पता|Address :	ENVIRONMENT DEPARTMENT, FIRST FLOOR, PANJREH BHAWAN, PO - SINGRAULI, SIDHI, MADHYA PRADESH-486889, India

वित्तीय स्वीकृति विवरण|Financial Approval Detail

आईएफडी सहमति|IFD Concurrence :	No
प्रशासनिक अनुमोदन का पदनाम| Designation of Administrative Approval:	Director Technical (Project & Planning)
वित्तीय अनुमोदन का पदनाम| Designation of Financial Approval :	GM(Finance)

भुगतान प्राधिकरण विवरण|Paying Authority Details

Role:	PAO
भुगतान का तरीका| Payment Mode:	Offline
पद|Designation :	AFM NCL HQ
ईमेल आईडी|Email ID :	atulk.gangwar@coalindia.in
जीएसटीआईएन|GSTIN :	23AABCN4884H1ZE
पता|Address:	MATERIAL MANAGEMENT DEPARTMENT, FIRST FLOOR, PANJREH BHAWAN, PO - SINGRAULI, SINGRAULI, MADHYA PRADESH-486889, India

परेषिती विवरण|Consignee Details

क्र.सं.|S.No	परेषिती नाम & पता|Consignee Name & Address	सेवा विवरण|Service Description
1	संपर्क|Contact : - ईमेल आईडी|Email ID : rakesh.krdubey@coalindia.in जीएसटीआईएन|GSTIN : - पता|Address : REGIONAL STORES, JAYANT PROJECT, NCL, PO - JAYANT, DISTT - SINGRAULI M.P., SIDHI, MADHYA PRADESH-486890, India	Customized AMC/CMC for Pre-owned Products - Continuous Ambient Air Quality Monitoring Stations CAAQMS; ENVEA India Pvt Ltd; Comprehensive Maintenance Contract (CMC); Not Applicable; Yes
2	संपर्क|Contact : 07805-275144- ईमेल आईडी|Email ID : chaudharypradeep.kr@coalindia.in जीएसटीआईएन|GSTIN : 23AABCN4884H1ZE पता|Address : DEPOT OFFICE, REGIONAL STORES, BLOCK B, NCL, PO - GORBI, SIDHI, MADHYA PRADESH-486892, India	Customized AMC/CMC for Pre-owned Products - Continuous Ambient Air Quality Monitoring Stations CAAQMS; ENVEA India Pvt Ltd; Comprehensive Maintenance Contract (CMC); Not Applicable; Yes
3	संपर्क|Contact : - ईमेल आईडी|Email ID : mukesh.ksharma@coalindia.in जीएसटीआईएन|GSTIN : - पता|Address : DEPOT OFFICE, REGIONAL STORES, NIGAHI PROJECT, NCL, PO - NIGAHI, SIDHI, MADHYA PRADESH-486884, India	Customized AMC/CMC for Pre-owned Products - Continuous Ambient Air Quality Monitoring Stations CAAQMS; ENVEA India Pvt Ltd; Comprehensive Maintenance Contract (CMC); Not Applicable; Yes
4	संपर्क|Contact : 05446-276274-67220 ईमेल आईडी|Email ID : buycon5.ncl.sbdr@nic.in जीएसटीआईएन|GSTIN : 09AABCN4884H1Z4 पता|Address : REGIONAL STORES, BINA PROJECT, NCL, PO - BINA, SONBHADRA, UTTAR PRADESH-231220, India	Customized AMC/CMC for Pre-owned Products - Continuous Ambient Air Quality Monitoring Stations CAAQMS; ENVEA India Pvt Ltd; Comprehensive Maintenance Contract (CMC); Not Applicable; Yes
5	संपर्क|Contact : - ईमेल आईडी|Email ID : mohit.gupta3964@coalindia.in जीएसटीआईएन|GSTIN : - पता|Address : REGIONAL STORES, NCL, JHINGURDA PROJECT, PO - JHINGURDA, SIDHI, MADHYA PRADESH-486889, India	Customized AMC/CMC for Pre-owned Products - Continuous Ambient Air Quality Monitoring Stations CAAQMS; ENVEA India Pvt Ltd; Comprehensive Maintenance Contract (CMC); Not Applicable; Yes
6	संपर्क|Contact : 05446-278094-68211 ईमेल आईडी|Email ID : manish.rahi5696@coalindia.in जीएसटीआईएन|GSTIN : 09AABCN4884H1Z4 पता|Address : REGIONAL STORES, KAKRI PROJECT, NCL, PO - KAKRI, SONBHADRA, UTTAR PRADESH-231224, India	Customized AMC/CMC for Pre-owned Products - Continuous Ambient Air Quality Monitoring Stations CAAQMS; ENVEA India Pvt Ltd; Comprehensive Maintenance Contract (CMC); Not Applicable; Yes
7	संपर्क|Contact : 07805-278636- ईमेल आईडी|Email ID : randheer.s2240@coalindia.in जीएसटीआईएन|GSTIN : 23AABCN4884H1ZE पता|Address : REGIONAL STORES, NCL, AMLOHRI PROJECT, PO - AMLOHRI, SINGRAULI, MADHYA PRADESH-486887, India	Customized AMC/CMC for Pre-owned Products - Continuous Ambient Air Quality Monitoring Stations CAAQMS; ENVEA India Pvt Ltd; Comprehensive Maintenance Contract (CMC); Not Applicable; Yes

8	संपर्क|Contact : - ईमेल आईडी|Email ID : gmenv.ncl@coalindia.in जीएसटीआईएन|GSTIN : - पता|Address : ENVIRONMENT DEPARTMENT, FIRST FLOOR, PANJREH BHAWAN, PO - SINGRAULI, SIDHI, MADHYA PRADESH-486889, India	Customized AMC/CMC for Pre-owned Products - Continuous Ambient Air Quality Monitoring Stations CAAQMS; ENVEA India Pvt Ltd; Comprehensive Maintenance Contract (CMC); Not Applicable; Yes
9	संपर्क|Contact : 94796-24282- ईमेल आईडी|Email ID : praveen.kr0870@coalindia.in जीएसटीआईएन|GSTIN : 09AABCN4884H1Z4 पता|Address : REGIONAL STORES, KHADIA PROJECT NCL PO - KHADIA, SHAKTINAGAR, SONBHADRA, UTTAR PRADESH-231222, India	Customized AMC/CMC for Pre-owned Products - Continuous Ambient Air Quality Monitoring Stations CAAQMS; ENVEA India Pvt Ltd; Comprehensive Maintenance Contract (CMC); Not Applicable; Yes

सेवा प्रदाता विवरण|Service Provider Details

जेम विक्रेता आईडी|GeM Seller ID :	30D4190000863953
कंपनी का नाम|Company Name :	ENVEA INDIA PRIVATE LIMITED
संपर्क नंबर|Contact No. :	02245020000
ईमेल आईडी|Email ID :	sales.in@envea.global
पता| Address :	D16 3 AND 4,TTC INDUSTRIAL AREA MIDC TURBHE,NEAR BALMER LAWRIE,TURBHE, NAVI MUMBAI, THANE, Maharashtra-400705, -
एमएसएमई पंजीकरण संख्या|MSME Registration number :	UDYAM-MH-33-0011047
एमएसई सामाजिक श्रेणी|MSE Social Category :	General
एमएसई लिंग श्रेणी|MSE Gender :	Male
जीएसटीआईएन|GSTIN:	27AACCE0200B1ZO

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा|GST / Tax invoice to be raised in the name of - Consignee

सेवा विवरण|Service Details

सेवा प्रारंभ दिनांक (नवीनतम) |Service Start Date (latest by): 16-Feb-2024 **सेवा समाप्ति तिथि|Service End Date :** 16-Feb-2029

श्रेणी नाम|Category Name : Customized AMC/CMC for Pre-owned Products

बिलिंग चक्र|Billing Cycle: quarterly

विवरण|Description		Quantity of product/ equipment	Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period
Type of service	Comprehensive Maintenance Contract (CMC)	1	3480048.44
Product Brand	ENVEA India Pvt Ltd		
Manpower Required	Yes		
Product category	Continuous Ambient Air Quality Monitoring Stations CAAQMS		
Preventive Maintenance Frequency	Not Applicable		
Number of months within the contract period for which service is required	60		

कुल राशि (सूत्र) |Total Amount (Formula) :
(Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period*Quantity of product/ equipment)

ऐडऑन के बिना कुल मूल्य |Total Value without Addons(INR)	3480048.44
कुल एडऑन मूल्य |Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य |Total Value Including Addons(INR)	3480048.44

कर द्विभाजन|Tax Bifurcation

विशिष्ट|Particular	जीएसटी|GST (18%)	जीएसटी उपकर 1|GST Cess 1 (0%)	जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)|Input Tax Credit (ITC) on GST (100%)	जीएसटी उपकर पर आईटीसी 1 |ITC on GST Cess 1 (0%)
Customized AMC/CMC for Pre-owned Products	530854.85	0	530854.85	0

श्रेणी नाम|Category Name : Customized AMC/CMC for Pre-owned Products

बिलिंग चक्र|Billing Cycle: quarterly

विवरण|Description		Quantity of product/ equipment	Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period
Type of service	Comprehensive Maintenance Contract (CMC)	1	3480048.44
Preventive Maintenance Frequency	Not Applicable		
Manpower Required	Yes		
Product category	Continuous Ambient Air Quality		

	Monitoring Stations CAAQMS
Product Brand	ENVEA India Pvt Ltd
Number of months within the contract period for which service is required	60

कुल राशि (सूत्र) | Total Amount (Formula) :
(Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period*Quantity of product/ equipment)

ऐडऑन के बिना कुल मूल्य | Total Value without Addons(INR)	3480048.44
कुल एडऑन मूल्य | Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य | Total Value Including Addons(INR)	3480048.44

कर द्विभाजन | Tax Bifurcation

विशिष्ट | Particular	जीएसटी | GST (18%)	जीएसटी उपकर 1 | GST Cess 1 (0%)	जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) | Input Tax Credit (ITC) on GST (100%)	जीएसटी उपकर पर आईटीसी 1 | ITC on GST Cess 1 (0%)
Customized AMC/CMC for Pre-owned Products	530854.85	0	530854.85	0

श्रेणी नाम | Category Name : Customized AMC/CMC for Pre-owned Products

बिलिंग चक्र | Billing Cycle: quarterly

विवरण | Description		Quantity of product/ equipment	Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period
Preventive Maintenance Frequency	Not Applicable	1	3480048.44
Product category	Continuous Ambient Air Quality Monitoring Stations CAAQMS		
Type of service	Comprehensive Maintenance Contract (CMC)		
Product Brand	ENVEA India Pvt Ltd		
Manpower Required	Yes		
Number of months within the contract period for which service is required	60		

कुल राशि (सूत्र) | Total Amount (Formula) :
(Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period*Quantity of product/ equipment)

ऐडऑन के बिना कुल मूल्य | Total Value without Addons(INR)	3480048.44
कुल एडऑन मूल्य | Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य | Total Value Including Addons(INR)	3480048.44

कर द्विभाजन | Tax Bifurcation

विशिष्ट | Particular	जीएसटी | GST (18%)	जीएसटी उपकर 1 | GST Cess 1 (0%)	जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) | Input Tax Credit (ITC) on GST (100%)	जीएसटी उपकर पर आईटीसी 1 | ITC on GST Cess 1 (0%)
Customized AMC/CMC for Pre-owned Products	530854.85	0	530854.85	0

श्रेणी नाम | Category Name : Customized AMC/CMC for Pre-owned Products

बिलिंग चक्र | Billing Cycle: quarterly

विवरण | Description		Quantity of product/ equipment	Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period
Preventive Maintenance Frequency	Not Applicable	1	3480048.44
Product category	Continuous Ambient Air Quality Monitoring Stations CAAQMS		
Type of service	Comprehensive Maintenance Contract (CMC)		
Product Brand	ENVEA India Pvt Ltd		
Manpower Required	Yes		
Number of months within the contract period for which service is required	60		

कुल राशि (सूत्र) | Total Amount (Formula) :
(Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period*Quantity of product/ equipment)

ऐडऑन के बिना कुल मूल्य | Total Value without Addons(INR)	3480048.44
कुल एडऑन मूल्य | Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य | Total Value Including Addons(INR)	3480048.44

कर द्विभाजन | Tax Bifurcation

विशिष्ट|Particular	जीएसटी|GST (18%)	जीएसटी उपकर 1|GST Cess 1 (0%)	जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)|Input Tax Credit (ITC) on GST (100%)	जीएसटी उपकर पर आईटीसी 1 |ITC on GST Cess 1 (0%)
Customized AMC/CMC for Pre-owned Products	530854.85	0	530854.85	0

श्रेणी नाम\|Category Name : Customized AMC/CMC for Pre-owned Products

बिलिंग चक्र\|Billing Cycle: quarterly

विवरण|Description		Quantity of product/ equipment	Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period
Manpower Required	Yes	1	3480048.44
Product category	Continuous Ambient Air Quality Monitoring Stations CAAQMS		
Product Brand	ENVEA India Pvt Ltd		
Type of service	Comprehensive Maintenance Contract (CMC)		
Preventive Maintenance Frequency	Not Applicable		
Number of months within the contract period for which service is required	60		

कुल राशि (सूत्र) \|Total Amount (Formula) :
(Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period*Quantity of product/ equipment)

ऐडऑन के बिना कुल मूल्य |Total Value without Addons(INR)	3480048.44
कुल एडऑन मूल्य |Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य |Total Value Including Addons(INR)	3480048.44

कर द्विभाजन\|Tax Bifurcation

विशिष्ट|Particular	जीएसटी|GST (18%)	जीएसटी उपकर 1|GST Cess 1 (0%)	जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)|Input Tax Credit (ITC) on GST (100%)	जीएसटी उपकर पर आईटीसी 1 |ITC on GST Cess 1 (0%)
Customized AMC/CMC for Pre-owned Products	530854.85	0	530854.85	0

श्रेणी नाम\|Category Name : Customized AMC/CMC for Pre-owned Products

बिलिंग चक्र\|Billing Cycle: quarterly

विवरण|Description		Quantity of product/ equipment	Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period
Manpower Required	Yes	1	3302330.55
Product category	Continuous Ambient Air Quality Monitoring Stations CAAQMS		
Product Brand	ENVEA India Pvt Ltd		
Type of service	Comprehensive Maintenance Contract (CMC)		
Preventive Maintenance Frequency	Not Applicable		
Number of months within the contract period for which service is required	60		

कुल राशि (सूत्र) \|Total Amount (Formula) :
(Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period*Quantity of product/ equipment)

ऐडऑन के बिना कुल मूल्य |Total Value without Addons(INR)	3302330.55
कुल एडऑन मूल्य |Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य |Total Value Including Addons(INR)	3302330.55

कर द्विभाजन\|Tax Bifurcation

विशिष्ट|Particular	जीएसटी|GST (18%)	जीएसटी उपकर 1|GST Cess 1 (0%)	जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)|Input Tax Credit (ITC) on GST (100%)	जीएसटी उपकर पर आईटीसी 1 |ITC on GST Cess 1 (0%)
Customized AMC/CMC for Pre-owned Products	503745.34	0	503745.34	0

श्रेणी नाम\|Category Name : Customized AMC/CMC for Pre-owned Products

बिलिंग चक्र\|Billing Cycle: quarterly

विवरण|Description		Quantity of product/ equipment	Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period
Product category	Continuous Ambient Air Quality Monitoring Stations CAAQMS		

Manpower Required	Yes	1	3302330.55
Preventive Maintenance Frequency	Not Applicable		
Type of service	Comprehensive Maintenance Contract (CMC)		
Product Brand	ENVEA India Pvt Ltd		
Number of months within the contract period for which service is required	60		

कुल राशि (सूत्र) |Total Amount (Formula) :

(Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period*Quantity of product/ equipment)

ऐडऑन के बिना कुल मूल्य |Total Value without Addons(INR)	3302330.55
कुल एडऑन मूल्य |Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य |Total Value Including Addons(INR)	3302330.55

कर द्विभाजन|Tax Bifurcation

विशिष्ट|Particular	जीएसटी|GST (18%)	जीएसटी उपकर 1|GST Cess 1 (0%)	जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)|Input Tax Credit (ITC) on GST (100%)	जीएसटी उपकर पर आईटीसी 1 |ITC on GST Cess 1 (0%)
Customized AMC/CMC for Pre-owned Products	503745.34	0	503745.34	0

श्रेणी नाम|Category Name : Customized AMC/CMC for Pre-owned Products

बिलिंग चक्र|Billing Cycle: quarterly

विवरण|Description		Quantity of product/ equipment	Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period
Manpower Required	Yes	1	3302330.55
Product category	Continuous Ambient Air Quality Monitoring Stations CAAQMS		
Product Brand	ENVEA India Pvt Ltd		
Type of service	Comprehensive Maintenance Contract (CMC)		
Preventive Maintenance Frequency	Not Applicable		
Number of months within the contract period for which service is required	60		

कुल राशि (सूत्र) |Total Amount (Formula) :

(Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period*Quantity of product/ equipment)

ऐडऑन के बिना कुल मूल्य |Total Value without Addons(INR)	3302330.55
कुल एडऑन मूल्य |Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य |Total Value Including Addons(INR)	3302330.55

कर द्विभाजन|Tax Bifurcation

विशिष्ट|Particular	जीएसटी|GST (18%)	जीएसटी उपकर 1|GST Cess 1 (0%)	जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)|Input Tax Credit (ITC) on GST (100%)	जीएसटी उपकर पर आईटीसी 1 |ITC on GST Cess 1 (0%)
Customized AMC/CMC for Pre-owned Products	503745.34	0	503745.34	0

श्रेणी नाम|Category Name : Customized AMC/CMC for Pre-owned Products

बिलिंग चक्र|Billing Cycle: quarterly

विवरण|Description		Quantity of product/ equipment	Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period
Manpower Required	Yes	1	3302330.22
Product category	Continuous Ambient Air Quality Monitoring Stations CAAQMS		
Product Brand	ENVEA India Pvt Ltd		
Type of service	Comprehensive Maintenance Contract (CMC)		
Preventive Maintenance Frequency	Not Applicable		
Number of months within the contract period for which service is required	60		

कुल राशि (सूत्र) |Total Amount (Formula) :

(Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period*Quantity of product/ equipment)

ऐडऑन के बिना कुल मूल्य |Total Value without Addons(INR)	3302330.22
कुल एडऑन मूल्य |Total Addon Value(INR)	0

ऐडऑन सहित कुल मूल्य |Total Value Including Addons(INR)	3302330.22

कर द्विभाजन|Tax Bifurcation

विशिष्ट|Particular	जीएसटी|GST (18%)	जीएसटी उपकर 1|GST Cess 1 (0%)	जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)|Input Tax Credit (ITC) on GST (100%)	जीएसटी उपकर पर आईटीसी 1 |ITC on GST Cess 1 (0%)
Customized AMC/CMC for Pre-owned Products	503745.29	0	503745.29	0

अनुबंध की राशि|Amount of Contract

सभी शुल्क और करों सहित कुल अनुबंध मूल्य|Total Contract Value Including All Duties and Taxes(INR)	30609564.07

मूल्य विभाजन की पेशकश की|Price Break up offered : प्राइज़ ब्रेक अप ऑफ़र किए गए दस्तावेज़ लिंक|Price Break up offered Document link

एसएलए विवरण|SLA Details

PREAMBLE:

1. Hiring of Customized AMC/CMC for Pre-owned Products contracts placed through GeM shall be governed by following set of Terms and Conditions:
    i. General terms and conditions for Goods and Services;
    ii. Service Specific STC of Hiring of AMC/CMC service for Other Products – as defined in Service Catalogue which includes SLA for the Service or Service for a particular product;
    iii. BID/Reverse Auction specific ATC
2. Operation of the above terms and conditions are in reverse order of precedence i.e. ATC supplement Service Specific STC and GTC, however Service Specific STC will prevails or supersede the GTC wherever there are any conflicting provisions.
3. The above set of conditions along with scope of supply including price as enumerated in the contract document shall be construed to be part of the contract.
4. This document represents a comprehensive Terms and Conditions governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the stakeholder

Agreement Overview: This Agreement represents the Special Terms and Conditions (STC) and the Service Level Agreement (SLA) between the Buyer and SPA providing the AMC/CMC services . The Service Provider would provide the required equipment (if any) and personnel (onsite or otherwise) as per the requirements of the buyer. This Agreement outlines the scope of work, Stakeholder's obligation and Terms and Conditions of all services covered as they are mutually understood by the stakeholders.

STC of this Service will be attached by the Buyer during Bid creation and that will become the part of the Contracts.

शुद्धिपत्र|Corrigendum

1. **तक बढ़ाया गया|Extended Upto :** 2023-08-30 14:00:00
2. **तक बढ़ाया गया|Extended Upto :** 2023-09-06 10:00:00

अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार|Additional Required Data/Document(s) : Buyer

1. **Scope of Work :** click here
2. **Special Terms and Conditions/Penalty/Payment Terms pertaining to the Bid/Contract :** click here
3. **Product/Equipment Details :** click here

अतिरिक्त डेटा/दस्तावेज़ : विक्रेता|Additional Data/Document(s) : Seller

1. **Registration Certificate :** click here
2. **Certificate (Requested in ATC) :** click here
3. **Audited Financial Statements/ Statutory Auditor's Certificate As Proof For Turnover/ Profit Requirements :** click here
4. **Work Orders For Similar Experience In The Past Years :** click here

मूल्य द्विभाजन एक्सेल फ़ाइल विवरण|Price Bifurcation Excel File details: BOQ & GTE

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक | Advisory Bank :	ICICI
ईपीबीजी प्रतिशत (%) | ePBG Percentage(%):	5.00

बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा |The bidder shall furnish ePBG as applicable as per bid's terms and conditions

आरसीएम/एफसीएम के संबंध में सामान्य खंड |General Clauses w.r.t RCM/FCM

1. Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.
2. For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
3. For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.
4. For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.
5. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

नियम और शर्तें|Terms and Conditions

1. General Terms and Conditions-

1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.

1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 *Generic*

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Note: This is system generated file. No signature is required.

(TRUE COPY)

(UNDER JURISDICTION OF SINGRAULI COURT ONLY) ANNEXURE-50

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

Northern Coalfields Limited
(A Miniratna Company)
(A subsidiary of Coal India Limited)

Materials Management Department

CIN- U10102MP1985GOI003160
An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company
पोस्ट- सिंगरौली कोलियरी, जिला- सिंगरौली, म.प्र., पिन 486889/ Post- Singrauli Colliery, Distt- Singrauli, M.P. PIN-486889
Phone: 07805- 266388, (FAX) 266640 email: gmmm@ncl.gov.in website : www.nclcil.in

Ref: No. 63814 065 /317A1069/ CAAQMS Dated: 28.09.2018

FORMAL ORDER

Type of Tender	Category of firm	Status of firm	Items Category
Open (Global)	Pvt.	Manufacturer	Other P&M

To,
M/s Environnement S.A. Pvt. Ltd.
D/16, 3 & 4, TTC Industrial Area,
MIDC Turbhe, Navi Mumbai-400 705
M. No.- 9920010519
E-mail: sales.india@environnement-sa.com

Vendor Code-

Sub : Supply , Installation and Commissioning of Continuous Ambient Air Quality Monitoring Station (CAAQMS) with Weather Monitoring Station and Mercury Ambient Air Station with 03 years CAMC after expiry of warrantee period of 01 years at different projects of NCL.

Ref: 1. This office E-Procurement Tender No. NCL/SGR/MMD/317A1069/108 dtd. 23.12.2017 (Tender ID: 2017_NCL_89219_1), opened on 13.02.2018
2. Your offer submitted on e-procurement portal (Bid ID: 273701) and subsequent correspondences last dated 24.09.2018

Dear Sirs,

With reference to the above, we hereby place our Formal Supply Order on you for supply of the following material. The supply shall be governed by the specification, prices, terms & conditions mentioned here under and also unless otherwise specified as per General Terms & Conditions enclosed with the NIT.

SCOPE OF SUPPLY:

M/s Environnement S.A. Pvt. Ltd.

Sl. No.	Item Description	Price Head	Basic Rate (Rs.)	Extended Value (Rs.)
1.	Continuous Ambient Air Quality Monitoring Station (CAAQMS) Qty.- 05 sets	Unit Basic Rate Per Set	2734185.00	13670925.00
		P&F Charges	0.00	0.00
		Freight charges per Unit @0.5%	13670.93	68354.65
		Transit Risk Insurance charges per Unit @0.5%	13670.93	68354.65
		Applicable rate of GST @18%	497074.83	2485374.15
		Installation & Commissioning Charges	0.00	0.00
		Landed Rate inclusive of all Taxes & Duties	3258601.68	16293008.40
	CAMC for 3 years on absolute value after expiry of warrantee period of 01 years		1292923.00	6464615.00
	CAMC for 3 years on absolute value with GST@18% extra		232726.14	1163630.70
	Total Landed price including CAMC charges on absolute value (Rs.) with GST extra		4784250.82	23921254.10

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M/s Environnement S.A. Pvt. Ltd.

Dated: 28.09.2018

2.	Continuous Ambient Air Quality Monitoring Station (CAAQMS) and Portable/Continuous mercury analyzer Qty. -04 Sets	Unit Basic Rate Per Set	3243223.00	12972892.00
		P&F Charges	0.00	0.00
		Freight charges per Unit @0.5%	16216.12	64864.48
		Transit Risk Insurance charges per Unit @0.5%	16216.12	64864.48
		Applicable rate of GST @18%	589617.94	2358471.76
		Installation & Commissioning Charges	0.00	0.00
		Landed Rate inclusive of all Taxes & Duties	3865273.17	15461092.68
	CAMC for 3 years on absolute value after expiry of warrantee period of 01 years		1226891.00	4907564.00
	CAMC for 3 years on absolute value with GST@18% extra		220840.38	883361.52
	Total Landed price including CAMC charges on absolute value (Rs.) with GST extra		5313004.55	21252018.20
Total LandedValue including CAMC charges on absolute value (Rs.) with GST extra				45173272.30

(Detailed Technical Specifications for Equipment & Accessories are as per Enclosed Annexure-I)

Total Purchase (Landed) Value:- Rs. 4,51,73,272.30 (Rupees Four Crore Fifty One Lakhs Seventy Three Thousand Two Seventy Two Paise Thirty Only)

TERMS & CONDITIONS:

1. BASIS OF PRICE : Prices are on FOR destination basis, Basic equipment price inclusive of Packing & Forwarding charges up to destination including Installation & commissioning charges, However Freight & Insurance Charges to be paid extra. The prices shall remain firm till completion of supplies.

2.PACKING & FORWARDING CHARGES: Inclusive.

3. FREIGHT & INSURANCE CHARGES:- Freight charges per Unit @0.5% & Transit Risk Insurance charges per Unit @0.5% extra at actuals against documentary evidence. Safe arrival of materials at destination will be your responsibility.

4. GST : GST shall be payable extra at actuals at legally applicable rate at the time of supply . Presently applicable rate is @ 18% for equipment and CAMC charges each .

If there is any statutory increase in the rates of taxes & Duties during the extended Delivery Period (beyond stipulated delivery period), NCL shall not pay increase in the Taxes and Duties and shall be borne by you and in case there is any decrease, the same shall be passed on to NCL.

Firm shall submit Auditor's Certificate along with the bill confirming that refund/ credit, if any, obtained against GST shall be passed on to Northern Coalfields Ltd.

5. INSTALLATION & COMMISSIONING - Installation and commissioning of the equipment at site will be done by you free of cost. The Installation of Equipment will be done at respective consignee's end. Installation / Inspection Report to this effect would be issued by the consignee or his authorized representative.

6. DELIVERY PERIOD:- The tenderer will be required to supply complete set of equipment along with warranty spares, Tools and Tackles etc within 03 months from the date of order at the regional store of the concerned Project/Area.

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Further the successful bidder will be required to complete installation and commissioning of the complete set of equipment of CAAQMS within 01 month from the date of handover of the room for installation of equipment.

Delivery schedule shall be reckoned from the 10th day from the date of order. The date of receipt of materials at our stores shall be treated as the delivery for FOR destination contract.

7. CONSIGNEE:-

Item 1. Supply , Installation and Commissioning of Continuous Ambient Air Quality Monitoring Station (CAAQMS) with Weather Monitoring Station at different projects of NCL alongwith CAMC for a period of 03 years after warrantee period of 01 year.

Sl. No.	Name of the Project	(Sets)	CONSIGNEE
1	BINA (UP)	01	The Depot Officer, Northern Coalfields Limited, Regional Stores, Bina Project, P.O. Bina Colliery, Distt. Sonebhadra (UP)
2	DUDHICHUA (UP)	01	The Depot Officer, Northern Coalfields Limited, Regional Stores, Dudhichua Project, P.O. Khadia Colliery, Distt. Sonebhadra (UP)
3	KAKRI (UP)	01	The Depot Officer, Northern Coalfields Limited, Regional Stores, Kakri Project, P.O. Kakri Colliery, Distt. Sonebhadra (UP)
4	KHADIA (UP)	01	The Depot Officer, Northern Coalfields Limited, Regional Stores, Khadia Project, P.O. Khadia Colliery, Distt. Sonebhadra (UP)
5	Block-B	01	The Depot Officer, Northern Coalfields Limited., Regional Stores Block B, Jayant P.O. Gorbi Colliery, Dist. Singrauli (M.P) – 486 889

Item 2. Supply , Installation and Commissioning of Continuous Ambient Air Quality Monitoring Station (CAAQMS) with Weather Monitoring Station and Mercury Ambient Air Station at different projects of NCL alongwith CAMC for a period of 03 years after warrantee period of 01 year.

Sl. No.	Name of the Project	(Sets)	CONSIGNEE
1.	AMLOHRI (MP)	01	The Depot Officer, Northern Coalfields Limited, Regional Stores, Amlohri Project, P.O. Amlohri Colliery, Distt. Singrauli (MP)
2	JAYANT (MP)	01	The Depot Officer, Northern Coalfields Limited, Regional Stores, Jayant Project, P.O. Jayant Colliery, Distt. Singrauli (MP)
3	JHINGURDA (MP)	01	The Depot Officer, Northern Coalfields Limited, Regional Stores, Jhingurda Project, P.O. Singrauli Colliery, Distt. Singrauli (MP)
4	NIGAHI (MP)	01	The Depot Officer, Northern Coalfields Limited, Regional Stores, Nigahi Project, P.O. Nigahi Colliery, Distt. Singrauli (MP)

Note: Supplier shall have to raise separate invoices for supply in UP and MP state.

MPGSTIN No. 23AABCN4884H1ZE & UPGSTIN No. 09AABCN4884H1Z4

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Ref: No. 63814 065 /317A1069/ CAAQMS Dated: 28.09.2018
M/s Environnement S.A. Pvt. Ltd.

8. SECURITY DEPOSIT: You will be required to submit Security deposit @ 10% of the total value of the equipment on FOR Destination (Landed Value including CAMC charges) i.e. Rs. 45,17,327.00 in the form of Demand Draft in favour **Northern Coalfields Ltd. payable at SBI, Morwa Branch (Code : 3767)**, Singrauli (MP). The Security Deposit can also be submitted in the form of Bank Guarantee of any schedule Bank as per the format enclosed (Annexure-II) & it shall remain valid for a period of minimum 06 months from the date of its issue.

Two weeks' time (15 days) shall be given from the date of the order to the successful tenderer to furnish the Security Deposit. In case the firm fails to deposit the security money, the order shall be cancelled and the case shall be processed to order elsewhere and the firm's performance is to be kept recorded for future dealings with them.

Note : In case, Security Deposit is submitted in the form of Bank Guarantee, the followings may pl be noted :

i. The Bank Guarantees should be issued through Structured Financial Messaging System.
ii. Beneficiary bank / branch IFSC Code: ICICI0003529 should be mentioned.
iii. Beneficiary Bank / Branch Name & address should be mentioned as ICICI Bank Ltd., Singrauli Branch, Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889
iv. If the Bank Guarantee is issued by ICICI Bank branches, the following may please be incorporated:

"We shall be liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before ..... at ICICI Bank Ltd., Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889."

Security Money shall be refunded within 30 (thirty) days of satisfactory execution of the contract. For unsatisfactory performance and/or contractual failure, the security money shall be forfeited.

9. PAYMENT TERMS:

(i) For Equipments:-

(i) 80% value of the equipment and accessories and 100% taxes and duties excluding installation & commissioning charges shall be made within 21 days from the date of receipt and acceptance of material at Regional Store by the consignee and against acceptance of the performance guarantee.

(ii) Balance 20% payment of equipment (excluding taxes and duties) and 100% installation and commissioning charges shall be made after successful completion of erection, testing, commissioning and final acceptance of the equipment upon presentation of certificates from the GM (Env.), NCL HQ to the effect that the equipment has been erected and commissioned to their entire satisfaction.

(ii) For CAMC Charges : Payment for CAMC charges is to be released on yearly basis within 21 days of submission of bill and on receipt of satisfactory compliance report from user Deptt. The payment shall be made by Electronic Fund Transfer (EFT) or e-payment/ Account Payee Cheque.

10. Bankers Name, Address & Account No.:- Axis Bank Limited,Everest Infotech Park, Ground Floor, Plot No. D-3, Ttc Industrial Area, Midc, Turbhe, Navi Mumbai – 400705, Current Account, Bank Account No. 911020064767010, IFSC Code UTIB0001469.

11. PAYING AUTHORITY: Payment of equipment with installation & commissioning charges shall be made by Area Finance Manager, NCL HQ., Singrauli and payments of CAMC charges (in Indian Rupees) will be made by Concerned Area Finance Manager (AFM), of Consignee.

12. SUBMISSION OF BILLS: Initially bill for 80% amount with taxes & duties ,duly stamped and pre-receipted shall be submitted in triplicate to the Paying Authority with the following documents:

(i) Consignment Note.
(ii) Challan.
(iii) Copy of Bills.
(iv) Guarantee/Warranty Certificate.

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(v) Performance Bank Guarantee @ 10%.
(vi) Bi-partite CAMC Agreement.
(vii) Copy of the Inspection Note.
(viii) Any other document required as per order duly authenticated.

Note:- A set of above documents should be submitted to the consignee.

After installation & commissioning of equipment , bill for balance 20% amount, duly stamped and pre-receipted shall be submitted in triplicate to the Paying Authority alongwith installation certificate.

13. PACKING: Material should be properly packed in cartoon Boxes to avoid damage of the content during transit Packing of all the materials shall conform to the requirements of the carriers.

14.MODE OF DESPATCH : Road transportation on Door Delivery basis at your risk.

15.LOWEST PRICE CERTIFICATE: You shall certify on the body of each bill that the "prices charged are the lowest and is the same as applicable to other Government departments / Public Sector Undertakings, CIL and its subsidiaries & other Organisations".

16. INSPECTION: Final inspection will be carried out by authorized representative of GM, Amlhori/Khadia projects, at the consignee's end.

17.RISK PURCHASE: In the event of failure of supplier to deliver or dispatch the stores within the stipulated date / period of the supply order, or in the event of breach of any of the terms and conditions mentioned in the supply order, Northern Coalfields Limited have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. It is mentioned clearly that in the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any other supplies pending at NCL and also in any other Subsidiary Company/Coal India Ltd.

18. LIQUIDATED DAMAGE CLAUSE: In the event of failure to deliver the stores within the stipulated date/period in accordance with the samples and/or specification mentioned in the supply order and in the event of breach of any of the terms & conditions mentioned in the supply order, NCL shall have the right:

a. To recover from the successful tenderer as agreed liquidated damages, a sum of 0.5% (half percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (ten percent). Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.

b. Or to purchase elsewhere after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of similar description without canceling the supply order in respect of the consignment not yet due for supply or

c. To cancel the supply order or a portion thereof and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also

d. To extend the period of delivery with or without penalty as may be considered fit and proper the penalty, if imposed shall not be more than agreed liquidated damage referred to in clause (a) above,

e. To forfeit the security deposit fully or partly

f. Whenever under this contract, a sum of money is recoverable from and payable to the suppliers, NCL shall be entitled to recover such sum by appropriating in part or in whole for deducting any sum or at any time thereafter may become due to the successful tenderer in this or any contract should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay NCL on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

19. FORCE MAJEURE: If the execution of the contract/supply order is delayed beyond the period stipulated in the contract/supply order as a result of outbreak of hostilities, declaration of

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an embargo or blockage or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then the NCL may allow such additional time by extending the delivery period as he considers to be justified by the circumstances of the case and its decision in this regard shall be final.

If and when additional time is granted by the purchaser, the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Power failure will not be considered as a force majeure conditions.

(a) The successful bidder will advise, in the event of his having to resort to this clause, by a registered letter, duly certified by the local chamber of commerce, or statutory authorities, the beginning and end of the causes of the delay, within15 days of the occurrence and cession of such force majeure conditions. In the event of delay last out of force majeure,

NCL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.

(b) For delay arising out of Force majeure, the bidder will not claim any extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither NCL nor the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.

20.Comprehensive Annual Maintenance Contract(CAMC)

The following will be the charges for CAMC for 08 years will start after successful completion of 01 years warranty period ;

CAMC charges for	1st Year (after warrantee period of 01 year)	2nd Year	3rd Year	Total
1. Continuous Ambient Air Quality Monitoring Station (CAAQMS)	410128.00	430630.00	452165.00	1292923.00
2. Continuous Ambient Air Quality Monitoring Station (CAAQMS) and Portable/Continuous mercury analyzer	389174.00	408643.00	429074.00	1226891.00

GST as applicable during CAMC period shall be paid extra. Present rate is 18.00%.

CAMC contract will be concluded by the user department and payment of CAMC charges shall be made on quarterly basis in Indian rupee after acceptance by Nodal Officer (Env) of concerned project.

The scope of Comprehensive Annual Maintenance Contract (CAMC) and Terms & Conditions of penalty in CAMC will be as per Technical Parameter Sheet.

21. PRICE FALL CLAUSE: You have to undertake that you have not supplied / is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product / Systems or Subsystems was supplied by you to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by you to the us.

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22. WARRANTY/GUARANTEE:

The supply shall be covered by the maker's standard guarantee as follows:
You shall warrant that the items supplied under the contract/ supply order

1. Is new, unused and of current design not likely to be discontinued or become obsolete till the life of the offered equipment.
2. Is in accordance with the contract specifications.
3. Shall have no defects arising out of design, materials or workmanship.

You shall give a warranty of satisfactory performance of the complete equipments for a period of 12 months from the date of fitment or 18 months from the date of dispatch, whichever is earlier.
The supplier shall be responsible for any defects that they develop under the conditions provided for by the contract and under proper use, arising from faulty materials design or workmanship and shall remedy such defects at his own cost when called upon to do so. If it becomes necessary for the supplier to replace or renew any defective portion of the goods, such replacement or renewal should be made by supplier without any extra cost to NCL.
In the event of any defects in materials / design and workmanship during the aforesaid period is found due to fault design or poor workmanship, the defective items will be replaced by the supplier at site free of cost within 30 days of settlement of warranty claims. The bidder will be required to stock items to take care of warranty failures.
The guarantee/composite warranty shall be submitted along with the bill. The warranty shall cover for the total spares so that the necessity of having to approach different manufacturers of various components/assemblies does not arise and all services under warranty clause shall be the responsibility of the ultimate supplier of the composite stores. You will also replace the defective items, if any, during the warranty period free of cost. The responsibility to collect the defective/rejected material will lie with the supplier and the cost for such collection will have to be borne by the supplier.
The bidder will be required to stock items to take care of warranty failures. Items should be available within 13 days of the breakdown being intimated to them. The guarantee/composite warranty shall be submitted along with the bill. Warranty replacement in case of overseas OEMs/OPMs shall be made on FOB Port of shipment basis.

23. PERFORMANCE BANK GUARANTEE (PBG): You are required to submit the Performance Bank Guarantee for 10% of the total value of the equipment on landed basis inclusive of applicable taxes & duties i.e. Rs. 45,17,327.00. The performance guarantee for 10% (ten percent) of order value will be taken in the form of a Bank Guarantee in Prescribed Format (Annexure-III enclosed) valid for 51 Months (12 months warranty period + 36 months CAMC period + 3 months claim period) from the date of Installation/Commissioning of the Equipment at site to cover both satisfactory performance and warranty period.

You shall have the option to get converted the Security Deposit amount into the Performance Bank Guarantee or submit Performance Bank Guarantee separately. In case you get the security deposit converted into Performance Bank Guarantee and security deposit is less than the required Performance Bank Guarantee amount, you shall have to submit the separate Performance Bank Guarantee for the additional required amount. In case Performance Bank Guarantee is submitted separately, security deposit shall be released against submission of Performance Bank Guarantee.

The Performance Bank Guarantee shall be released after fulfillment of all contractual obligation including warranty / guarantee conditions stipulated in the contract. For unsatisfactory performance and/or contractual failure, NCL shall have the full right to invoke/encash the Performance Bank Guarantee.

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Ref: No. 63814 065 /317A1069/ CAAQMS Dated: 28.09.2018
M/s Environnement S.A. Pvt. Ltd.

The Performance Bank Guarantee shall be issued by a scheduled Bank in the format attached as Annexure-III and shall be irrevocable and unconditional and NCL shall have the powers to invoke/encash it notwithstanding any dispute or difference between supplier and NCL pending before the court, tribunal, arbitrator or any other authority.

Note : In respect to submission of Performance Bank Guarantee ,following may pl be noted :
i. The Bank Guarantees should be issued through Structured Financial Messaging System.
ii. Beneficiary bank / branch IFSC Code: ICICI0003529 should be mentioned.
iii. Beneficiary Bank / Branch Name & address should be mentioned as ICICI Bank Ltd., Singrauli Branch, Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889
iv. If the Bank Guarantee is issued by ICICI Bank branches, the following may please be incorporated:

"We shall be liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before ..... at ICICI Bank Ltd., Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889."

In case, Security Money has been submitted in the form of Bank Guarantee, the same may be converted in to performance bank guarantee (PBG) for Equipment as well as towards CAMC. PBG should not be less than 10% of landed value of order.

24. IDENTIFICATION MARK:-Manufacturer's distinctive identification mark /symbol must be clearly embossed / punched / engraved on the equipment , as far as practicable, at a visible place, which is not subjected to normal wear and tear, for convenience of identification any time.

25. INTEGRITY PACT:- The Integrity Pact signed & submitted by you along with offer shall remain valid & applicable against this contract (copy enclosed)

26. JURISDICTION OF COURT:- Any dispute arising out of this order will be subject to the jurisdiction of Singrauli Dist. Court (MP) only.

This order is also governed by the General Terms & Conditions of supply of stores enclosed with the NIT and all the terms & conditions thereof will be applicable unless otherwise specified in this order.

You are requested to kindly acknowledge receipt and acceptance of order within 10 (Ten) days of issue of order. In case no reply is received, it will be presumed that the order has been accepted by you.

Yours faithfully,

28/09/18
(B.Maurya)
Asst. Mgr.(MM)

(D. Dhanabalan) 28/09/18
Sr. Manager (MM)

For and on behalf of Northern Coalfields Limited
Singrauli.

Encl:-

1. Technical Specification – Annexure-I.
2. Format for Bank Guarantee for Security – Annexure-II.
3. Bank Guarantee Format for Performance Bank Guarantee – Annexure-III.
4. Integrity Pact

Ref: No. 63814 065 /317A1069/ CAAQMS Dated: 28.09.2018

M/s Environnement S.A. Pvt. Ltd.

Copy forwarded to:-

1. The Chief Vigilance Officer, NCL, Singrauli.
2. The GM(Envt.)
3. Consignee: UP Projects – Bina, Dudhichua, Kakri, Khadia & Block-B
   MP Projects- Amlohri, Jayant, Jhingurda & Nigahi
4. The Area Finance Manager : Bina, Dudhichua, Kakri, Khadia, Block-B, Amlohri, Jayant, Jhingurda & Nigahi
5. The GM (Fin)/GM (MM)/HOD, NCL, Singrauli.
6. Progress Cell, MM Deptt., Singrauli.
7. The GM (MM)/I/c, BCCL/ECL/CCL/MCL/SECL/WCL/CMPDIL/CIL.

IEM

1. Shri Sewa Ram, IAS (RTD), 660, Sector -26, Panchkula-134116 (Haryana).
2. Shri J.K Khanna, IPS (Rtd), A-102, Sector-55, Noida-201307 (UP). Tel. No. 0120-4322330

B.C. No. : Budget certified is as under :

(i) For Equipment : under capital head for Rs. 3,17, 54,101.08, vide ref. no. NCL/HQ/C&B/ Capital/ P&M_Others /2018-19/03 dt. 27.09.2018

(ii) For CAMC charges : Under Revenue head FY 2020-21 for Rs. 42,56,656.50 vide ref. no. NCL/HQ/C&B/2020-21/Notings/Centralised PR/08 dt. 27.09.2018; FY 2021-22 for Rs. 44,69,512.00 vide ref. no. NCL/HQ/C&B/2021-22/Notings/Centralised PR/07 dt. 27.09.2018; FY 2022-23 for Rs. 46,93,002.72 vide ref. no. NCL/HQ/C&B/2022-23/Notings/Centralised PR/04 dt. 27.09.2018

FC No. : NCL/HQ/FC/2018-19/2018-19/Capital/P&M_Others/03 dt. 27.09.2018 for Rs. 4,51,73,272.30

This issues with the approval of competent authority.

28/09/18
Asst. Manager(MM)

28/09/18
Sr. Manager(MM)

(TRUE COPY)

Signature Not Verified
Digitally signed by BIPIN MAURYA
Date: 2018.10.01 18:54:08 IST
Location: Coal India Limited

THE POINT-WISE CURRENT STATUS AGAINST THE RECOMMENDATIONS OF THE OVERSIGHT COMMITTEE OF NGT IN RESPECT TO KRISHNASHILA PROJECT

Recommendations of the Committee (UP)	Objections	Present Status
The unit can be asked to explore the possibility to monitor the status of fugitive emissions through the existing CCTV network provided for monitoring of production activities.	The same is being complied and the updated report is being submitted from time to time. The latest report dated 29.01.2024 enclosed. Enclosed ANNEXURE R-iii/1	At present 71 nos. CCTVs have been installed at different points in the mine Monitoring of fugitive emissions and other environment & safety related aspects have been already being done regularly from field and GM office. The same has been complied since **May 2022.**
The unit can be asked to strengthen the vigilance mechanism to identify the default transporters and take stringent action against them.	Letter provided to Transportation agencies for covering of trucks with 400 GSM tarpaulin is enclosed. Letter issued to vehicles against which action taken in past 03 months is enclosed. Enclosed ANNEXURE R-iii/2	The Transportation agencies have been instructed time to time for steps to avoid spillage of coal during transportation on public roads. It is being ensured that trucks exiting Krishnashila Mine are fully covered with tarpaulin sheets only. Strict action is taken against the those who are not found using tarpaulin for covering of trucks. **(Regular activity)** Further, Construction of Tyre washing facility has been completed jointly for Bina & Krishnashila projects on **11.07.2023** & operation started from **01.11.2023**. Domestic roading sweeping machine is also being used for mechanised sweeping of road.

The unit can be asked to provide effective tyre washing facility for transport vehicles.	Complied. Commissioning Report is enclosed. Enclosed ANNEXURE R-iii/3	Construction of Tyre washing facility has been completed jointly for Bina & Krishnashila projects on **11.07.2023** & operation started from **01.11.2023**.
The unit can be asked to ensure proper treatment and disposal of MSW generated in their residential colony.	Complied. Copies workorder and handing over certificate for composting facility are enclosed. Enclosed ANNEXURE R-iii/4	For the management of solid waste for Krishnashila B, C & D type quarters in Bina Colony, door to door collection, segregation and disposal of solid waste is already being done. The work against the same under comprehensive maintenance was awarded on **28.10.2021**. A separate composting facility has been developed for disposal of organic solid waste and operational from **15.06.2023.**
The unit can again be asked to submit the time-bound action plan for compliance with the provision of the Notification of 2009 regarding utilization of 25% fly ash along with Over Burden (OB) for back-filling the abandoned mine.	Action Plan yet to submitted.	Krishanshila mine operates at a high stripping ratio of 3 and above (ratio of volume of waste rock/OB to be removed per ton of coal). There are following constraints in fly ash filling in operating mines: 1. Krishnashila mine is working with only internal dumping of the overburden. The external dump has already achieved their capacity as per maximum permissible height granted by MoEF&CC and have been biologically reclaimed. 2. Mine is working with HEMM and there is high traffic density in the mines including dump area.

		3. The Krishnashila OCP has limited life and requires additional space to accommodate OB of more than 100 MCum as per PR/Mining Plan. 4. In this regard, a study has been done for NCL Bina mine through an Institute of National repute viz. IIT(BHU). As per results of the technical study: "It is technically not feasible to dump the fly ash in Mine dump due to geo mining conditions, high stripping ratio, and huge rate of OB removal and instability of dump during rainy season in present condition." The same conditions implies on Krishnashila OCP. Further field study at NCL in Nigahi mine related to mine Backfilling through Fly Ash and its stability analysis is going on and the interim report is expected by April 2024. Final report will be submitted after monsoon period considering the effects of monsoon on flyash mixed created dump. Action plan will be submitted on the basis of recommendations of above mentioned study.

Fly Ash and Utilization Mission- Status of Compliance of the Action Plan as per Hon'ble NGT's judgement dated 18-01-2022						
13	**M/s Northern Coalfields Limited (NCL) (NCL Krishna Shila Project)**	Explore the possibility to monitor the status of fugitive emissions through the existing CCTV network provided for monitoring of production activities	At present 71 nos. CCTVs have been installed at different points in the mine Monitoring of fugitive emissions and other environment & safety related aspects have been already being done regularly from field and GM office.	Completed	-	UPPCB
		Strengthening of the vigilance mechanism to identify the default transporters and take stringent action against them	The Transportation agencies have been instructed time to time for steps to avoid spillage of coal during transportation on public roads. Strict action are being taken against the uncovered trucks if found. *OC's Comments : As per the MoEF&CC's Notification dated 21.05.2020, the condition to use truck with tarpaulin cover for road transportation of coal has been prescribed. However, during the visit, it has been observed that all the trucks are covered with thin LDPE sheets/ green net instead of the tarpaulin. This cover is easily breakable and was resulting into the spillages at several locations during the road transportation. Huge fine coal dust is found along the public road (Auri Mode -Shakti Nagar) and the black powder is also visible on the houses built along the roadsides as well as vehicles parked.* The despatch of coal from Krishnashila project through road mode is very less. Further It is is being ensured that trucks exiting Krishnashila Mine are fully covered with tarpaulin sheets only. Strict action is taken against the those who are not found using tarpaulin for covering of trucks. Construction of Tyre washing facility has been completed jointly for Bina & Krishnashila projects. Domestic roading sweeping machine is also being used for mecahnised sweeping of road.	Completed	-	UPPCB
		Effective tyre washing facility for transport vehicles	Construction of Tyre washing facility has been completed jointly for Bina & Krishnashila projects.	Completed	Completed	UPPCB
		Proper treatment and disposal of MSW generated in their residential colony	For the management of solid waste for Krishnashila B, C & D type quarters in Bina Colony, door to door collection, segregation and disposal of solid waste is already being done. A separate composting facility has been developed for disposal of organic solid waste.	Completed	Completed	Municipal Coorporation
		Submission of the time-bound action plan for compliance with the provision of the Notification of 2009 regarding utilization of 25% fly ash along with Over Burden (OB) for back-filling the abandoned mine	For utilization of fly ash, NCL had provided one pit of abandoned/closed Gorbi Mine to NTPC-Vindhyachal (VSTPP). MoU between NCL and NTPC-VSTPS has been done on 3rd Jan, 2019. Approx. 30 to 40 Million tons of fly ash will be accommodated in to this mine void. Further mine operates at a high stripping ratio of 3 and above (ratio of volume of waste rock/OB to be removed per ton of coal). There are following constraints in fly ash filling in operating mines: 1. Krishnashila mine is working with only internal dumping of the overburden. The external dump has already achieved their capacity as per maximum permissible height granted by MoEF&CC and have been biologically reclaimed. 2. Mine is working with HEMM and there is high traffic density in the mines including dump area. 3. The Krishnashila OCP has limited life and requires additional space to accommodate OB of more than 100 MCum as per PR/Mining Plan. 4. In this regard, a study has been done for NCL Bina mine through an Institute of National repute viz. IIT(BHU). As per results of the technical study: "It is technically not feasible to dump the fly ash in Mine dump due to geo mining conditions, high stripping ratio, and huge rate of OB removal and instability of dump during rainy season in present condition " The same conditions implies on Krishnashila OCP. Further field study at NCL in one mine related to mine Backfilling through Fly Ash and its stability analysis is under approval stage. Tentative schedule of completion is by March 2024. Action plan will be submitted on the basis of recommendations of above mentioned study.	In-Process	March-2024	UPPCB/CPCB

Suman 29/11/24

Area General Manager
Krishnashila Area

Date 20/4/24

To,

M/s Bisheshwar Marketing, Chandauli

DO - 3100000968

Sub- Covering of truck upto Half Dala Level with Tarpaulin with thickness of 400 GSM.

Dear sir,

As per the instructions received from Hon'ble National Green Tribunal and UP Pollution Control Board, all the trucks carrying coal are to be covered with tarpaulin covering with thickness of 400 GSM up to half dala level.

You are therefore hereby instructed to cover all your trucks involved in coal transportation with tarpaulin of thickness of 400 GSM up to half dala level. It is to note that without proper covering, no truck is allowed in dispatching of coal.

हस्ताक्षर

राकेश शर्मा

20-4-24

Authorized person.

Despatch In charge
Krishnashila Area

Date... 07/04/2024

To,

M/s ... DALLA Cement WORK, Ultra tech

Sonebhdra (UP) ERP NO- 3100000948

Sub- Covering of truck upto Half Dala Level with Tarpaulin with thickness of 400 GSM.

Dear sir,

As per the instructions received from Hon'ble National Green Tribunal and UP Pollution Control Board, all the trucks carrying coal are to be covered with tarpaulin covering with thickness of 400 GSM up to half dala level.

You are therefore hereby instructed to cover all your trucks involved in coal transportation with tarpaulin of thickness of 400 GSM up to half dala level. It is to note that without proper covering, no truck is allowed in dispatching of coal.

प्राप्त किया

Act. → ELIYAS HHEKH
Dalla cement WORK
DO NO- 3100000948
7/4/2024

Despatch In charge
Krishnashila Area

Date: 02/02/24

To,

M/s Ultratech Cement, Dallah

DO – 3100000877

Sub- Covering of truck upto Half Dala Level with Tarpaulin with thickness of 400 GSM.

Dear sir,

As per the instructions received from Hon'ble National Green Tribunal and UP Pollution Control Board, all the trucks carrying coal are to be covered with tarpaulin covering with thickness of 400 GSM up to half dala level.

You are therefore hereby instructed to cover all your trucks involved in coal transportation with tarpaulin of thickness of 400 GSM up to half dala level. It is to note that without proper covering, no truck is allowed in dispatching of coal.

Despatch In charge
Krishnashila Area

प्राप्त किया
ELIYAS SHEKH
03/02/2024

Authorized person
Ultratech Cement, Dallah

Date 7/3/24

To,

M/s S.B.C. Minerals

DO - 3100070936

Sub- Covering of truck upto Half Dala Level with Tarpaulin with thickness of 400 GSM.

Dear sir,

As per the instructions received from Hon'ble National Green Tribunal and UP Pollution Control Board, all the trucks carrying coal are to be covered with tarpaulin covering with thickness of 400 GSM up to half dala level.

You are therefore hereby instructed to cover all your trucks involved in coal transportation with tarpaulin of thickness of 400 GSM up to half dala level. It is to note that without proper covering, no truck is allowed in dispatching of coal.

Despatch In charge
Krishnashila Area
7/3/24

Date... 15/04/2024...

To,

M/s ..... Jai Shree Vanijya Pvt Ltd. .....

..... DOMO- 31000009 71 .....

Sub- Covering of truck upto Half Dala Level with Tarpaulin with thickness of 400 GSM.

Dear sir,

As per the instructions received from Hon'ble National Green Tribunal and UP Pollution Control Board, all the trucks carrying coal are to be covered with tarpaulin covering with thickness of 400 GSM up to half dala level.

You are therefore hereby instructed to cover all your trucks involved in coal transportation with tarpaulin of thickness of 400 GSM up to half dala level. It is to note that without proper covering, no truck is allowed in dispatching of coal.

Despatch In-charge
Krishnashila Area
15/4/24

Authorize person
हस्ताक्षर
Jaishree Vanijya Pvt Ltd.
DOMO - 31000009 71
मुहर सिग्नेचर।
हस्ताक्षर
15/04/24

Date 15/04/2024

To,

M/s Star Paper Mills Ltd.

DO NO- 3100000904

Sub- Covering of truck upto Half Dala Level with Tarpaulin with thickness of 400 GSM.

Dear sir,

As per the instructions received from Hon'ble National Green Tribunal and UP Pollution Control Board, all the trucks carrying coal are to be covered with tarpaulin covering with thickness of 400 GSM up to half dala level.

You are therefore hereby instructed to cover all your trucks involved in coal transportation with tarpaulin of thickness of 400 GSM up to half dala level. It is to note that without proper covering, no truck is allowed in dispatching of coal.

Auth. Person

बृजपाल शंकर

Star paper Mills Ltd.

DO NO. 3100000904

Despatch In charge
Krishnashila Area

नार्दर्न कोलफील्ड्स लिमिटेड
कृष्णशिला परियोजना
(मिनीरत्न कम्पनी)
(कोल इण्डिया लिमिटेड की अनुसंगी कम्पनी)

एन सी एल
NCL

विक्रय विभाग/Sales Department

Northern Coalfields Limited
Krishnashila Project
(A Miniratna Company)
(A Subsidiary of Coal India Limited)

CIN-U10102MP1985GOI003160
An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company

पोस्ट– बीना प्रोजेक्ट, जिला–सोनभद्र (उ०प्र०), पिन 231220
Post – Bina Project Distt – Sonebhadra, (U.P.) Pin 231220

e-mail: krslsales2017@gmail.com, website : www.nclcil.in

Krsl/sales/2024-25/ 58

23/04/2024

OFFICE ORDER

On 23/04/2024, the vehice number JH03AM9654 entered Krishnashila Mine for lifting of coal for M/s Hindalco Industries Limited, RPD. During inspection, it was found that there was no tarpaulin or similar material available to cover the vehicle after loading. So, the vehicle was returned back empty as it has violated the company norms.

Therefore, it is blacklisted for lifting of coal for any consumers at Krishnashila Project with immediate effect for the next week.

It will be allowed only after having arrangement to cover the loaded vehicle with tarpaulin or similar material.

Despatch Incharge
Krisghnashila Project

Copy to:

1. Project Officer, Krishnashila Project
2. Security (main barrier), Krishnashila Project

Copy for kind information:

Area General Manager, Krishnashila Area

नार्दर्न कोलफील्ड्स लिमिटेड
कृष्णशिला परियोजना
(मिनीरत्न कम्पनी)
(कोल इंडिया लिमिटेड की अनुसंगी कम्पनी)

एन सी एल
NCL

Northern Coalfields Limited
Krishnashila Project
(A Miniratna Company)
(A Subsidiary of Coal India Limited)

विक्रय विभाग/Sales Department

CIN-U10102MP1985GOI003160
An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company

पोस्ट– बीना प्रोजेक्ट, जिला–सोनभद्र (उ०प्र०), पिन 231220
Post – Bina Project Distt – Sonebhadra, (U.P.) Pin 231220

e-mail: krslsales2017@gmail.com, website : www.nclcil.in

Krsl/sales/2023-24/360 15/02/2024

OFFICE ORDER

On 15/02/2024, the vehice number UP64BT3365 engaged in lifting of coal for M/s Hindalco Industries Limited, Mahan was not covered with tarpaulin properly and hence violated the company norms.
Therefore, it is blacklisted for lifting of coal for any consumers at Krishnashila Project with immediate effect for the next week.

15/2/24

Despatch Incharge
Krisghnashila Project

Copy to:

1. Project Officer, Krishnashila Project
2. Security (main barrier), Krishnashila Project

Copy for kind information:

Area General Manager, Krishnashila Area

नार्दर्न कोलफील्ड्स लिमिटेड
कृष्णशिला परियोजना
(मिनीरत्न कम्पनी)
(कोल इण्डिया लिमिटेड की अनुसंगी कम्पनी)

एन सी एल
NCL

Northern Coalfields Limited
Krishnashila Project
(A Miniratna Company)
(A Subsidiary of Coal India Limited)

विक्रय विभाग/Sales Department

CIN-U10102MP1985GOI003160
An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company

पोस्ट– बीना प्रोजेक्ट, जिला–सोनभद्र (उ०प्र०), पिन 231220
Post – Bina Project Distt – Sonebhadra, (U.P.) Pin 231220

e-mail: krslsales2017@gmail.com, website : www.nclcil.in

Krsl/sales/2023-24/ 389 07/03/2024

OFFICE ORDER

On 07/03/2024, the vehice number UP64BT3390 was engaged in lifting of coal for M/s Hindalco Industries Limited, RPD. The tarpaulin was torn and the vehicle was not properly covered and hence violated the company norms.
Therefore, it is blacklisted for lifting of coal for any consumers at Krishnashila Project with immediate effect for the next week.
It will be allowed only after replacement of new tarpaulin.

07/03/2024

Despatch Incharge
Krisghnashila Project

Copy to:

1. Project Officer, Krishnashila Project
2. Security (main barrier), Krishnashila Project

Copy for kind information:

Area General Manager, Krishnashila Area

एन सी एल NCL

Northern Coalfields Limited

(A Miniratna Company)

(A subsidiary of Coal India Limited)

ANNEXURE R-iii/4

Office of the General Manager
Civil Department

Digital India Power To Empower

CIN- U10102MP1985GOI003160
An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company
Post- Bina Project, Distt- Sonebhadra (U.P.)- 231220
Phone :05446-276279 (O), 267280 (R) Fax :05446-276274, 07805-25610 e-mail :nclbina.civil@gmail.comWebsite :www.nclcil.in

Ref: B/Civ/File No.1396/Comp Certifcate/24-25/12 date. 06/04/24

COMPLETION CERTIFICATE
TO WHOM IT MAY CONCERN

This is to certify that M/s. NISSAN CLEAN INDIA PVT LTD, 37/38,Shiv Bhoomi Ind. Estate, Kubadthal road, nr tech flow Industries, Kubadthal,Ahmedabad-382430 has successfully completed the construction work . The details are as under :-

1. Name of Work : Construction of wheel washing facility comprising of complete recirculation system at exist gate at Bina Project with three year AMC after one year warranty.
2. Name of Agency : M/s. NISSAN CLEAN INDIA PVT LTD
3. Agreement No. & date : B/Civ/Agmt No.08/2023-24/228 dtd 15.06.2023
4. Agreement Value : Rs. 79,49,201.23 /- (with GST)
5. Date of Commencement: : 27.02.2023
6. Date of Completion (as per agmt) : 27.06.2027(for construction period- 27.06.2023) & (for operation and maintenance period – 28.06.2023 to 27.06.2027)
7. Actual D.O.Completion : 11.07.2023 (for construction period)
8. Executed value for const work : Rs. 31,00,606.09/- (without GST) & Rs.36,58,715.19.00/-(with GST)
9. Operation started : 01.12.2023

The construction work has been completed on 11.07.2023 . This certificate is being issued for Asset capitalization.

6/4/24
EA(Civil)

6/4/24
Dy Mgr(Civil)

06/04/24
PE(Civil)

6/4/24
Staff Officer(C)
Bina Project

नॉर्दर्न कोलफील्ड्स लिमिटेड
(एक मिनिरत्न कम्पनी)
कार्यालय, महाप्रबंधक (सिविल)
पो आ सिंगरौली जिला सिंगरौली
पिन 486889 फोन : 07805-256431

एन सी एल NCL

Northern Coalfields Limited
(A Mini Ratna Company)
Office of the General Manager (Civil)
PO – Singrauli Colliery, District –Singrauli
(M.P.) Pin – 486889 *Phone* : 07805–256431
e-mail :*gmcivil.ncl@coalindia.in*

Letter Number : NCL /GM (C)/LOA-47/ETN- 09/945 Date : 28 /10/ 2021

To
M/s I. P. Associates
Majan Khurd (Majan More)
PO: Kachani, Waidhan
Distt- Singrauli M.P.
Email: ipassociates.singh71@gmail.com

PAN : AABFI7115F
GSTIN : 23AABFI7115F1ZV

Sub: Letter of Acceptance for the work **"Annual Operation, Maintenance and Providing Civil & Electrical maintenance (including Facility Management Services) for Office and/or Residential Complex at** Krishnashila Area."

Ref :

NIT Number : GM(C)/SGR/21-22/ETN-09 Dated: 22.05.2021
Tender ID : 2021_NCL_206329_1

Dear Sir,

With reference to the above, this is to communicate the approval of the competent authority for award of the subject work to you for an amount of ₹3,88,31,378.18 (₹3,29,07,947.61 + GST@18% ₹59,23,430.57) **(Rupees Three Crore Eighty Eight Lakh Thirty One Thousand Three Hundred Seventy Eight and Paisa Eighteen only)** has been accepted subject to the following stipulations.

1. All the materials, equipment and manpower required for the work will be arranged by you.
2. You are required to submit the Registration / license under Contract Labour (R&A) Act, 1970 within 10 (Ten) days from the date of receipt of this Letter of Acceptance, if required..
3. The Performance Security (first part of security deposit) shall be **3%** of the contract value amounting to **₹.11,64,941/- (Rupees Eleven Lakh Sixty Four Thousand Nine Hundred Forty One only).** All running on account bills shall be paid @ 95% of work value.This 5% deduction towards retention money will be the second part of security deposit.
4. You are required to submit the following within **21 (Twenty one) days** from the date of issue of this letter of acceptance for issuing formal work order and executing agreement for the work:

   i. **₹.11,64,941/- (Rupees Eleven Lakh Sixty Four Thousand Nine Hundred Forty One only)** towards **3%** Performance Security in acceptable form.
   ii. Copy of GST Registration Certificate and Service Accounting Code (SAC) of works/services.
   iii. Copy of Income Tax PAN.
   iv. Copy of Partnership deed, Power of Attorney, an affidavit regarding Proprietorship status etc.
   v. Copy of CMPF/EPF Registration or Copy of undertaking for implementation of CMPF Act.
   vi. Authorisation form for e-Payment duly filled-in.
   vii. PERT/BAR Chart showing percentage of periodical progress for completion of work.
   viii. Non-Judicial Stamp Paper for ₹ 500.00 of MP State.
   ix. Copy of the letter of Handing over the site.
   x. That you have to take necessary insurance for the full contract period for (i). Workmen compensation and (ii) Contractors all risk policy, in the joint name of Northern Coalfields Limited and the contractor. The policies and certificates for insurance shall be delivered by you to the Engineer-in-Charge for his approval before commencement of the work. (Applicable for Updated value more than 50.00 lakhs.)
   xi. A certificate from Practicing Chartered Accountant having a valid membership number with Institute of Chartered Accountants of India for complying of Anti-Profiting Clause under Section 171 of CGST Act, 2017 as well as office memorandum No 296/07/2017-CX.9 dated 15th June 2017 issued by Department of Revenue, Ministry of Finance, GOI.

28/10/21

Mgr(C)/KSL: Put up draft site hand over letter.

01/11/21

SO(C)/KSL

5. If Security Money is deposited in the form of Bank Guarantee, it should be issued through Structural Financial Messaging System (SFMS) Platform as per the format given in the Tender Document.
6. In case you fail to submit the Performance Security and Additional Performance Security, if any, within the stipulated time of 21 days
   a. **then the award of work shall be cancelled with forfeiture of the bid security/ earnest money.**
   b. **In place of a Bid security (EMD), for defaults which attract forfeiture of EMD as defined in the request for bids documents, they will be banned for two years from being eligible to submit bids in CIL and its subsidiaries.**
7. The work shall be completed within **730 days (Seven Hundred Thirty days)** from the date of commencement of the work. The date of commencement of the work shall be reckoned from the 10th day of issue of this letter of acceptance or from the 7th of actual date of handing over of the site whichever is later. However, the Date of Commencement may be decided with mutual consent with the Contractor prior to the date as prescribed above.
8. In case of failure to start the work within specified date of commencement of work as per Cl. no. 7 of the subject LOA, the company shall be at liberty by giving 15 days notice in writing to start the work, failing which to forfeit the earnest money deposited by you and to rescind the LOA and also debar the contractor to take part in the future re-tender. In place of a Bid security (EMD), for defaults which attract forfeiture of EMD as defined in the request for bids documents, they will be banned for two years from being eligible to submit bids in CIL and its subsidiaries.-
9. The work should be executed as per the BOQ, General Terms & Conditions, Additional Terms & Conditions, Scope of Work, Special Terms & Conditions, CPWD specifications, BIS Standards, MPPWD / MoRTH (in case of road work) description of the items of the accepted tender document and instructions of EIC.
10. 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.
11. You shall not pay less than the minimum wages to the labourers engaged by you as per Minimum wages act or such other legislation or award of minimum wages fixed by the respective State Govt. or Central Govt. as may be in force.
12. The bidder must have all kinds of licenses in relevance to the execution of all the stated works (like pest control license, electrical works, labour license etc.)
13. The electrician must have electric wireman license issued by relevant authorities.
14. The contractor shall submit valid electrical license either in his name or 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.
15. You should ensure implementation of CMPF and allied schemes and Miscellaneous Provisions Act, 1948 or Employees Provident Fund and Miscellaneous Provisions Act, 1952 as the case may be and allied scheme framed there under in respect of workers deployed by you and will have to recover statutory dues and deposit the same along with employer's contribution (Contractor's share) to the respective CMPF/EPF Office and to submit statutory return under intimation to the Principal Employer.
16. All duties, taxes (excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable only), local, municipal, provincial or central etc. and other levies, royalty, building and construction workers cess (as applicable in States) etc. as payable shall be to the contractor's account and shall be deemed to have been included in the tendered rate for the work to be executed. Payment of GST & GST Compensation Cess shall be dealt as per NIT Provisions, GST Act and Rules and other stipulations mentioned in this letter.
17. Regarding GST, the following may please be noted:
    a. GST will be reimbursed on production of uploaded invoice/documentary evidence.Amount of Statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2A of NCL in the common portal of GST and after submission of documentary evidence of deposition of GST Taxes and filing of GSTReturns.
    b. You will have to pass on Input Tax Credit by way of enclosing original Tax input invoice with bill.
    c. All invoices submitted by you will have to be in the form of GST invoice giving all details as required under the law. You will raise invoice strictly adhering to provisions of section 31 of

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CGST Act, 2017 along with Rule 46 & 47 of CGST Rule, 2017. You will indicate the rate as well as amount of CGST, SGST or IGST in invoice. You will upload the details of Invoice on GST portal as per the provision of GST Act.Invoice issued by you should bear GST Registration Number of NCL [23AABCN4884HEM1ZE (M.P.) & 09AABCN4884H1Z4 (U.P.)] to enable NCL to claim INPUT TAX CREDIT.

d. You will file all the Returns and details as applicable under GST laws & rules within due dates.

e. You will give an undertaking on invoice or as separate Annexure along with invoice that Invoice/ applicable GST returns has been/will be uploaded on GST portal within due time as prescribed inCGST Act and CGST, SGST or IGST has been deposited as per the provision of GST Act and rules thereon.

f. If there is any delay of payment against the invoice due to your fault and if any reversal of input tax arises, the same will be recovered from you along with interest and penalty if any, as paid by NCL due to reversal.

g. In case the GST rating of vendor on the GST portal / Government's official website is negative / black listed at any stage even after award of work, NCL has right to cancel the letter of award. NCL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by NCL.

h. You will issue credit note as per the provision of Rule 53 of CGST Rule, 2017 on quality deduction or liquidated damages, if any arises.

i. If you defaults in uploading the invoice/ applicable GST returns or default in deposit of applicable GST Taxes, NCL reserves the right to upload such defaulter on NCL website and may also debar you from participating in future tenders for a minimum period of one year.

18. As per clause 8.4 of NIT, only Materials conforming to approved samples shall only be brought to site, as such, you immediately contact ***Staff Officer (Civil) Krishnashila & Incharge of the work*** for the approval of samples of materials to be used in the work.

19. 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 following details in the portal:

    a. Work Order details
    b. Contractor workers details and wages payment details in respect of each Work Order.
    c. Attendance of labours engaged in this work is to be marked on Biometric System in consultation with Civil & Personnel Department.

20. All the Clauses of Safety Code of the Tender Document, as laid down in Additional Safety Measures to be taken by the contractor, are to be strictly followed.

21. ***Staff Officer (Civil) Krishnashila,*** **NCL** shall be the Engineer In Charge of the work

ttached - BOQ

Yours faithfully,

General Manager (Civil)
NCL, Singrauli

opy to:

1 CVO, NCL, Singrauli
2 TS to Dir(Tech/P&P)/NCL
3 GM Krishnashila Area, NCL
4 Chief Manager (Civil), QC, HQ to arrange for testing of materials
5 **Staff Officer(Civil), Krishnashila Area, NCL** to ensure the execution strictly as per CPWD / MPPWD / MoRTH specifications wherever applicable & to ensure clause 8 of NIT i.e. Quality Assurance - Materials and Workmanship & ensuring testing of materials as per norms.
6 AFM, Krishnashila Area, NCL – In relation to BC.no :- 21-22/004006/03/40/28 Rs 64,00,000.00 ; FC.no :- 21-22/004006/136/117 ; Fund noted Ref no:-2022-23/004006/03/79/23 Rs 1,94,15,000.00 ; Fund Noted Ref no :- 2023-24/004006/03/107/02 Rs 1.30,16,378.18
7 Secretary to GM (Civil).
8 Regional Labour Commissioner(C), BhootNath Ashram, Sarvodaya Nagar, Kanpur – 208005 (U.P.)
9 Assistant Labour Commissioner(C), 189/A-4, Alopibagh, PO- Daraganj, Allahabad (U.P.)
10 Labour Enforcement Officer(C), 189/A-4, Alopibagh, PO- Daraganj, Allahabad (U.P.)

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NORTHERN COALFIELDS LIMITED

OFFICE OF THE GENERAL MANAGER
KRISHNASHILA AREA, DISTT: SONEBHADRA (U.P.)
CIVIL ENGINEERING DEPARTMENT

P-1/2

No: NCL/KSL/C/DGM(C)/2021-22/702

Date: 16.11.21

To

M/s. I.P. Associates
Majan Khurd (Majan More), Post: Kachani
PO: Kachani, Waidhan
Dist.: Singrauli (M.P.)
Email: ipassociates.singh71@gmail.com

Sub : Annual Operation, Maintenance and providing Civil & Electrical maintenance (including Facility Management Services) for Office and/or Residential Complex at Krishnashila Area.

Ref: : LOA No.: NCL/GM©/LOA-47/ETN-09/945 dtd. 28.10.2021
Site Hand Over Letter No.: NCL/KSL/C/DGM(C)/2021-22/683 dtd. 01.11.21

Dear Sir,

In reference to above, the site for subject work has been handed over to you on 01.11.21 and as per site hand over stipulated date of commencement was mentioned as 07.11.2021. But ongoing works were not foreclosed before 07.11.2021, hence this work was not commenced on 07.11.2021. Now ongoing works are going to be foreclosed on 21.11.2021, therefore the stipulated date of commencement & completion of work shall be reckoned as 22.11.2021 and 21.11.2023 respectively. Hence, you are advised to mobilise your resources to commence the work from 22.11.2021 without fail.

Yours faithfully,

16/11/2021

Dy. GM/Staff Officer(Civil),
NCL, Krishnashila Area.

Copy to:

1 CVO, NCL, Singrauli - For kind information.
2 GM/KSL:for kind information pl
3 GM(C)/HOD/NCL HQ : do
4 SO(E&M)/KSL : for E&M related works of township.
5 AFM/KSL,
6 SO/P/KSL
7 Incharge QC/Civil, NCL HQ, Singrauli
8 Incharge/TA KSL
9 The ALC, 189/A-4, Alopibagh, PO-Daraganj, Allahabad (U.P)
10 Labour Enforcement Officer©, 189/A-4, Alopibagh, PO-Daraganj, Allahabad (U.P)
11 Copy to Contractor at its Email Address : Email: ipassociates.singh71@gmail.com
12 Office File: Ved Pratap, Accounts Clerk-

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5108 108

नॉर्दर्नकोलफील्ड्सलिमिटेड
(मिनिरत्नकंपनी)
(कोलइण्डिया लिमिटेड की अनुषंगीकंपनी)

Northern Coalfields Limited
(A Miniratna Company)
(A subsidiary of Coal India Limited)

कृष्णशिला परियोजना (सिविल विभाग) / Krishnashila Project (Civil Department)

CIP-U10102MP1985GOI003160
An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company
पोस्ट - बीना, जिला - सोनभद्र, उ0प्र0, पिन – २३१२२०/ Post- Bina, Distt-Sonebhadra, U.P, Pin-231220
Tel. No. : 05446-276633(O), Fax No. : (05446)-276633 (O), email: socivilksl@gmail.com

No. NCL/KSL/Civil/May/2023-24/134 Dated: 31.05.2023

To

M/s IP Associates
Majan Khurd, Majan More
Post: Kachani, Waidhan
Distt. Singrauli (M.P.)

Sub: Regarding Handover of Closed campus for Solid Waste Management.

In reference to above, the work of "Providing structural shed and closed campus for Solid Waste Management at Krishnashila Area" has been completed by the concerned Contractor.

It is therefore requesting you to take handover of the above premises (Closed campus for Solid Waste Management) wef **01.06.2023 (Thursday)**. Campus is free from all hindrances. Additionally, please ensure following compliances:

1. You are expected to take care of all the assets and fixtures so placed within SWM Campus by providing around the clock care-taker or guard. In case of any loss to assets and fixtures, it shall be your responsibility and financial loss, if caused, will be recovered accordingly from your running work.
2. You are expected to upkeep and maintain cleanliness of SWM campus on a day to day basis by providing considerable labors/workers.

31/5/23
Manager (Civil)
Krishnashila Area

C.C. to:-

1. SO(C)/KSL
2. SOE(C)/KSL
3. Office Copy

Compliance w.r.t Kakri OCP in OA No. 164/2018 (Ashwani Dubey Vs Union of India & Others), NGT New Delhi)

Recommendations of the Committee (UP)	Objections	Present Status
The coal mine should ensure that no treated or untreated effluent will be discharged into the Rihand reservoir through the drain.	1. The same is being Complied. Water treated from ETP is being utilised for industrial use (Sprinkling, washing of CHP, Dumper, Doser, Dust suppression etc). Artificial pond having capacity of 13800 m^3 has been developed for the storage of treated water obtained from ETP except monsoon period. 2. Date of commissioning of ETP is 16.12.2001. **(Annexure-1)**	1. Water treated from ETP is being utilised for industrial use (Sprinkling, washing of CHP, Dumper, Doser, Dust suppression etc). Artificial pond having capacity of 13800 m^3 has been developed for the storage of treated water obtained from ETP except monsoon period. 2. Total capacity of ETP is 27.62 MLD.
The coal mine should immediately trap seepage in the drain at mine water collection sump.	The same is being complied i.e. seepage has been arrested in the drain at mine water collection sump.	Seepage has been arrested in the drain at mine water collection sump.
The unit can be asked to strengthen the vigilance mechanism to identify the default transporters and take stringent action against them.	The same is being complied & all the exit points are being monitored through CCTV cameras. **(Annexure-2) & (Annexure-3).** Notice has been given to all transporters and also displayed at conspicuous places that non-compliance shall be strictly lead to banning from Kakri Project.	Compliance of fully tarpaulin covered trucks is being ensured by security team & with the help of CCTV. Notice has been given to all transporters and also displayed at conspicuous places that non-compliance shall be strictly lead to banning from Kakri Project. Transporters are complying with guidelines strictly.
The unit can be asked to explore the possibility to monitor the status of fugitive emissions through the existing CCTV network provided for monitoring of production activities.	The same is being complied and quarterly report is being submitted to UPPCB. CCTV has been installed at strategic points in mine and monitoring is being done through them, however monitoring of fugitive emissions throughout the mines through CCTV is not possible.	Measures have been taken to control fugitive emissions. Monitoring of fugitive emissions inside the mines is being done through CMPDIL fortnightly and the report of the same is being communicated to UPPCB quarterly. CCTV has been installed at strategic points in mine and monitoring is being done through them, however monitoring of fugitive emissions throughout the mines through CCTV is not possible.
The unit can be asked to provide effective tyre washing facility for transport vehicles.	Activity for installation of tyre Washing facility for transport vehicle is under consideration.	Activity for installation of tyre Washing facility for transport vehicle is under consideration.
The unit can be asked to ensure proper treatment and disposal of MSW generated in their residential colony.	The same is being complied and work was started on dated 5.08.2022.	Work is in progress.

The unit can again be asked to submit the time-bound action plan for compliance with the provision of the Notification of 2009 regarding utilization of 25% fly ash along with Over Burden (OB) for back-filling the abandoned mine.		Will be complied as directed by NCL-HQ, Environment Department after completion of scientific study.
The unit can be asked to take corrective action so that the site of CAAQMS could be open from all the direction.	Trees in the close vicinity of CAAQMS are trimmed periodically to minimize hindrance for horizontal movement of wind.	Trees in the close vicinity of CAAQMS are trimmed periodically to minimize hindrance for horizontal movement of wind.
Further, the committee recommends for imposing environmental compensation (EC) of Rs. 27,60,000/- for discharging untreated/treated effluent into the Rihand Reservior.	Neither detailed violation was communicated nor any clarification sought from the project by the NGT Oversight Committee/SPCB on the mentioned transgression for which EC of Rs 27,60,000/- has been fined. As per the facts, it is our humble opinion that the Environmental Compensation imposed on Kakri Project should be waived off.	With reference to above subject, an EC of Rs 27,60,000/- has been imposed on Kakri Project NCL for 'Discharging of untreated/treated water in the Rihand Reservoir'. Kakri Project put forward following points aginst the EC levied on the project for the above mentioned reason:- In November 2021, at the time of the visit of NGT oversight committee, no treated or untreated water was being discharged by Kakri Project to Rihand Reservoir. Kakri Project would further reiterated the fact that except monsoon the treated water from ETP is being reused by the Project for washing and dust suppression; any surplus water from ETP is being sent to Siltaton pond near mine barrier and other low lying areas near mine and does not reach Rihand Reservoir, the same has already been inspected by NGT Oversight Committee on their previous visits.

29/6/2024

General Manager
Kakri Area

29-06-24

Annexure-1

Annexure-2

Annexure-3

ककरी परियोजना से वाहनों/ट्रकों के माध्यम से कोयला प्रेषण संबन्धित कार्य पद्धति/ एक्शन प्लान

1. उद्योगों से निकलने वाले कोयले के परिवहन सम्बन्धित विषयों पर अनपरा थाना में दिनांक-09.10.2023 दिन रविवार को सम्पन्न हुई बैठक के आधार पर प्रस्तुत ककरी परियोजना से सम्बन्धित एक्शन प्लान/ कार्य योजना। ककरी परियोजना में इस सम्बन्ध में पूर्व निर्धारित कार्य पद्धति स्थापित है जो कि बिन्दुवार प्रस्तुत है।
2. ककरी परियोजना से प्रतिदिन वाहन/ ट्रकों को पेपर जाँच के पश्चात् कोयला प्रेषण हेतु ही लिया जाता है। खदान में प्रवेश के पूर्व वाहनों के सभी वैधानिक दस्तावेजों (जैसे कि आर.सी., इंश्योरेंस, ड्राइविंग लाइसेन्स, पी.यू.सी. आदि) की जाँच की जाती है।
3. **खदान से कोयला लेने आए वाहनों को मनोनीत पार्किंग स्थल (ककरी वारफाल तथा काँटा घर) पर खड़ा किया जाता है। इन पार्किंग स्थलों का प्रयोग पहले से ही किया जा रहा है जिससे यह हमेशा सुनिश्चित किया जाता है कि कोई भी वाहन/ ट्रक जो कि ककरी परियोजना से कोयला लेने आता है, उसे इस प्रक्रिया में औड़ी-शक्तिनगर मार्ग में खड़े होने की कोई आवश्यकता नहीं होती है।**
4. रिसीविंग हापर, क्रशर हाउस, कोल स्टॉक यार्ड तथा हाल रोड मे नियमित जल छिड़काव किया जाता है।
5. वाहनों का वजन लेने के बाद कोयले की मात्रा इत्यादि का प्रमाण पत्र (प्रपत्र सं.-11) प्रदान किया जाता है।
6. वाहनों में तार्पोलीन ढ़कने के बाद ही ककरी सुरक्षा विभाग के द्वारा चेकिंग के पश्चात् ही गेट-पास प्रदान किया जाता है।
7. उपरोक्त गतिविधियों के निगरानी के लिए पर्याप्त सुरक्षा प्रहरी तथा सीसीटीवी कैमरा लगाए गये है। सीसीटीवी कैमरा की फुटेज एक माह के लिए सुरक्षित/ स्टोर करके रखा जाता है।
8. हॉल रोड में धूल शमन हेतु 41 KL का 02 नग वाटर स्प्रिंकलर खदान क्षेत्र में प्रतिदिन संचालित किया जाता है।
9. वाहनों के संचालन परिपथ में 1 नग मोबाइल फॉग कैनन का प्रतिदिन संचालन किया जाता है।

10. काँटा घर के क्षेत्र में धूल शमन हेतु 01 नग फ़िक्स्ड फॉग कैनन संचालित किया जाता है।
11. शक्तिनगर-औड़ी मार्ग के हिस्से **(ककरी कॉलोनी गेट से लेकर ककरी खदान बैरियर तक)** में 01 नग डस्ट स्वीपिंग मशीन तथा 01 नग मोबाइल फॉग कैनन का प्रतिदिन संचालन करके धूल नियंत्रित किया जाता है।
12. वाहन संचालन मार्ग के सामानान्तर तथा खदान क्षेत्र में वृहद वृक्षारोपण द्वारा ग्रीन बेल्ट का विकास किया गया है।
13. ककरी खदान क्षेत्र में प्रवेश करने वाला रोड बैरियर तक डामरीकृत है।
14. खदान क्षेत्र में वायु प्रदूषण के निगरानी हेतु एक नग CAAQMS स्थापित है।
15. CMPDI जयंत द्वारा कोर ज़ोन एवं बफर ज़ोन में प्रत्येक पखवाड़ा में वायु प्रदूषण का स्तर जाँच कर त्रैमासिक रिपोर्ट प्रेषित करते है।
16. ककरी परियोजना द्वारा उत्पादित अधिकांश कोयले को MGR पद्धति द्वारा अनपरा तापीय विद्युत परियोजना को प्रेषित की जाती है।
17. ककरी परियोजना अपने क्षेत्र के आस-पास रहने वाले जन-मानस एवं पर्यावरण पर पड़ने वाले कुप्रभावों को नियंत्रण करने हेतु हमेशा प्रयासरत है।
18. उ.प्र. शासन एवं पर्यावरण विभाग द्वारा निर्देशित समस्त निर्देशों का अनुपालन किया जा रहा है। भविष्य में प्राप्त अन्य आदेश/ निर्देश का भी अनुपालन उचित स्तर से अनुमोदन प्राप्त करके किया जाएगा।

11/10/23
डिस्पैच इंचार्ज
ककरी परियोजना

11/10/23
एरिया सेल्स मैनेजर
ककरी परियोजना

11.10.23
स्टाफ अधिकारी (का.)
ककरी परियोजना

11.10.23
स्टाफ अधिकारी (खनन)
ककरी परियोजना

नॉर्दर्नकोलफील्ड्सलिमिटेड
(मिनीरत्नकंपनी)
(कोलइण्डियालिमिटेडकीअनुषंगीकंपनी)

Northern Coalfields Limited
(A Miniratna Company)
(A subsidiary of Coal India Limited)

महाप्रबंधक कार्यालय / Office of the General Manager
CIN- U10102MP1985GOI003160
An ISO 9001, ISO 14001, ISO 27001 & ISO45001 Certified Company
बीना परियोजना, जिला- सोनभद्र (उ.प्र.) पिन- 231220 / Post- Bina Project, Distt- Sonebhadra (U.P.)- 231220
Phone :05446-276279 (O), 267280 (R) e-mail :cgmbin.ncl@coalindia.in Website :www.nclcil.in

क्र: बीना/ पर्या०/ एन०जी०टी०/ 24/21 दिनांक: 27.06.2024

प्रति,

महाप्रबंधक (पर्या०/ वन)

एन.सी.एल, सिंगरौली

विषय: Objections on behalf of Northern Coalfields Ltd, Bina Project to the Fifth Quarterly Report dated 11.01.2022 submitted by Joint Committee of UP and Fifth Quarterly Report dated 17.02.2022 submitted by Joint Committee of MP

संदर्भ: आपके कार्यालय का पत्रांक एनसीएल/ मुख्यालय/ वन/ 2024/ 863; दिनांक: 26.06.2024

महोदय,

With respect to the above subject matter, please find attached the required information with respect to Bina Project.

This is for your kind information and further needful.

भवदीय

27/06/24

क्षेत्रीय महाप्रबंधक

बीना परियोजना

प्रतिलिपि:

1. HoD (Legal), NCL Singrauli

Objections on behalf of Northern Coalfields Ltd to the Fifth Quarterly Report dated 11.01.2022 submitted by Joint Committee of UP and Fifth Quarterly Report dated 17.02.2022 submitted by Joint Committee of MP

NCL Bina Project, Sonbhadra

Recommendations of the Committee (UP)	Objections	Present Status
The unit can be asked to submit time bound action plan for controlling the fire in the coal stock yard.	Bina Project is having dedicated fire fighting team along with CISF fire wing working since last ten years. Photographs of firefighting equipment's at Bina project are attached as **Annexure R-ii/1.**	At present, there is no fire at Deshaling reject yard and coal yard at Bina project. For preventing fire hazard following measures are being by Bina project:- 1. Two no. of fire tenders are currently operational at Bina project as firefighting equipment. 2. There is a specific team (properly trained) working under Fire Fighting Officer (FFO-Bina) to tackle fire hazard in Bina mine. 3. Truck mounted mobile sprinkler (70 KL and 28 KL) having firefighting arrangement are provided to control fire hazards. 4. There are 383 no. of portable fire extinguishers installed at various sections of the mine to control fire.
The unit can be asked to explore the possibility to monitor the status of fugitive emissions through the existing CCTV network provided for monitoring of production activities.	The network of CCTV camera already installed and working at Bina Project at various locations since 2015. The same is being used to monitor the fugitive emission through CCTV control room.	CCTV cameras (112 No.) are installed at various locations at Bina Project. A log book is being kept in CCTV Control Room at GM Office, Bina Project, where, record is being maintained where fugitive emissions are visible in CCTV cameras and corrective action taken on the report.

The unit can be asked to strengthen the vigilance mechanism to identify the default transporters and take stringent action against them.	For the purpose of vigilance mechanism, all the exit points are being monitored through CCTV cameras and security team at mine exit. All the vehicles are carrying coal are informed for properly covering tarpaulin. Compliance of fully tarpaulin covered trucks is being ensured at Bina Project. Random inspections are being carried out for compliance of the condition. Photographs in this regard are attached as **Annexure R-ii/2.**	Compliance of fully tarpaulin covered trucks is being ensured by at Bina Project. Random inspections are being carried out to report default transporters. Further stringent action will be taken against any default transporter.
The unit can be asked to provide effective tyre washing facility for transport vehicles.	Action had already been initiated for installation of tyre washing facility before the inspection of committee. The wheel washing facility is now fully operational at Bina Project. Photographs of wheel washing facility are attached as **Annexure R-ii/3.**	Construction of wheel washing facility is completed in Bina project 11.07.2023 and presently operational. Commissioning certificate of wheel washing facility is attached as **Annexure I**.
The unit can be asked to ensure proper treatment and disposal of MSW generated in their residential colony.	At the time of inspection of committee, municipal solid waste was being collected door-to-door and the collected waste was being stored at a designated landfill site. Proper treatment and disposal of MSW generated in residential colony is ensured at Bina Project colony, with facilities of dust dumping/ waste collection, segregation/ composting yard. Photographs of SLRM facility is attached as **Annexure R-ii/4.**	MSW generated in residential colony is processed at SLRM facility at Bina Project as per SWM Rules 2016. ensured. Photographs of SLRM facility is attached as **Annexure II**.

The unit can again be asked to submit the time-bound action plan for compliance with the provision of the Notification of 2009 regarding utilization of 25% fly ash along with Over Burden (OB) for back-filling the abandoned mine.	Bina Mine operates at a high stripping ratio (ratio of volume of waste rock to be removed per ton of coal). The constraints in fly ash filling in Bina mines are as follows: 1. Bina Mine is working with only internal dumping of the overburden. The external dump has already achieved their capacity as per maximum permissible height granted by MoEF&CC and have been biologically reclaimed. 2. As per approved Mining Plan, Bina Expansion OCP already has a shortage of 82 M.Cum for accommodating all the OB generated during life of mine. Therefore, accommodation of fly ash within existing mine boundary is not feasible. 3. Mixing and dumping of fly ash in such huge volume of overburden is impractical and unsafe. In this regard, a study has been done for Bina OCP mine through an Institute of National repute viz. IIT (BHU). As per results of the technical study: **"It is technically not feasible to dump the fly ash in Mine dump in Bina OCP due to geo mining conditions, high stripping ratio, and huge rate of OB removal and instability of dump during rainy season in present**	The last six year overburden and coal production figure of NCL Bina Project are as follows: S. No. | Year | Coal Prod. (MTPA) | OB removal (Mm^3) | Stripping Ratio 1 | 2023-24 | 10.5 | 49.83 | 4.74 2 | 2022-23 | 10.5 | 52.52 | 5.01 3 | 2021-22 | 9.00 | 44.37 | 4.93 4 | 2020-21 | 8.413 | 36.35 | 4.32 5 | 2019-20 | 7.50 | 38.42 | 5.12 6 | 2018-19 | 7.50 | 29.73 | 3.96 It is evident from above table, Bina Mine operates at a high stripping ratio (ratio of volume of waste rock to be removed per ton of coal). Considering the recommendations made by IIT-BHU, another study by CSIR-CIMFR, Dhanbad is being conducted in Nigahi mines of NCL in relation to the backfilling through Fly Ash. A fly ash mixed dump has been created in Nigahi area

	condition." Conclusion of the report is enclosed herewith as **Annexure R-ii/5.**	for the purpose. The impact of monsoon is yet to be assessed and the final outcome of the study is likely to be given by CSIR-CIMFR after monsoon period. Copy of work order for carrying out the study is attached as **Annexure-III.**
The unit can be asked to take corrective action so that the site of CAAQMS could be open from all the direction.	It is being ensured that CAAQMS is free from obstruction in its surroundings. Trees within the close vicinity of CAAQMS have been trimmed to minimize hindrance at the site. Complied	Trees within the close vicinity of CAAQMS have been trimmed to minimize hindrance at the site.

Recommendations of the Committee (MP)	Objections	Present Status
E. The study report undertaken by the IIT BHU regarding utilization of fly ash in external OB of the mines shall be submitted as soon as it is received.	The final study report has been received from IIT-BHU Varanasi on 01.03.2022 and has been submitted to MPPCB. Conclusion of the report is enclosed herewith as **Annexure R-ii/5.**	The study undertaken by IIT BHU regarding utilization of fly ash in OB dumps in Bina Project is submitted to MPPCB on XGN portal on 24.01.2022. The report clearly states that ***"It is technically not feasible to dump the fly ash in Mine dump in Bina OCP due to geo mining conditions, high stripping ratio, and huge rate of OB removal and instability of dump during rainy season in present condition."***
G. The regular calibration of the CAAQMS installed by the mines shall be ensured as per the prescribed frequency of calibration and reported from time to time.	At the time of inspection, the work for Annual Maintenance Contract was already in operation which included calibration of CAAQMS on regular basis. The copy of calibration report during is enclosed herewith as **Annexure R-ii/6.**	CAAQMS installed at Bina Project is being calibrated at regular interval.
I. Health check up of villagers through mobile medical van	The health check-up in nearby villages is already carried out in nearby villages through	The details of the health camps organised by the Bina Project from the year 2021-22 to 2023-24

<table>
<tr>
<td>should be continued for the detection of the occupational diseases like silicosis, fluorosis etc. and treatment be provided under CSR activities and reported from time to time.</td>
<td>CSR. Photographs in this regard are attached as Annexure R-ii/7.</td>
<td>are as follows:
<table>
<tr><th>S. No.</th><th>Year</th><th>No. of villagers/ persons</th></tr>
<tr><td>1.</td><td>2021-22</td><td>737</td></tr>
<tr><td>2.</td><td>2022-23</td><td>500</td></tr>
<tr><td>3.</td><td>2023-24</td><td>170</td></tr>
</table>
</td>
</tr>
</table>

27/6/24

Area General Manager
Bina Extn. Project

एन सी एल
NCL

Northern Coalfields Limited
(A Miniratna Company)
(A subsidiary of Coal India Limited)

Office of the General Manager
Civil Department

Digital India
Power To Empower

CIN- U10102MP1985GOI003160
An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company
Post- Bina Project, Distt- Sonebhadra (U.P.)- 231220
Phone :05446-276279 (O), 267280 (R) Fax :05446-276274, 07805-25610 e-mail :nclbina.civil@gmail.comWebsite :www.nclcil.in

Ref: B/Civ/File No.1396/Comp Certifcate/24-25/12 date. 06/04/24

COMPLETION CERTIFICATE
TO WHOM IT MAY CONCERN

This is to certify that M/s. NISSAN CLEAN INDIA PVT LTD, 37/38,Shiv Bhoomi Ind. Estate, Kubadthal road, nr tech flow Industries, Kubadthal,Ahmedabad-382430 has successfully completed the construction work . The details are as under :-

1. Name of Work : Construction of wheel washing facility comprising of complete recirculation system at exist gate at Bina Project with three year AMC after one year warranty.
2. Name of Agency : M/s. NISSAN CLEAN INDIA PVT LTD
3. Agreement No. & date : B/Civ/Agmt No.08/2023-24/228 dtd 15.06.2023
4. Agreement Value : Rs. 79,49,201.23 /- (with GST)
5. Date of Commencement: : 27.02.2023
6. Date of Completion (as per agmt) : 27.06.2027(for construction period- 27.06.2023) & (for operation and maintenance period – 28.06.2023 to 27.06.2027)
7. Actual D.O.Completion : 11.07.2023 (for construction period)
8. Executed value for const work : Rs. 31,00,606.09/- (without GST) & Rs.36,58,715.19.00/-(with GST)
9. Operation started : 01.12.2023

The construction work has been completed on 11.07.2023 . This certificate is being issued for Asset capitalization.

6/4/24
EA(Civil)

6/4/24
Dy Mgr(Civil)

06/04/24
PE(Civil)

6/4/24
Staff Officer(C)
Bina Project

Annexure II

SLRM facility at Bina Project

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनी रत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

Northern Coalfields Limited
(A Miniratna Company)
(A subsidiary of Coal India Limited)

अनुसंधान एवं विकास विभाग/Research and Development Department
CIN- U10102MP1985GOI003160
An ISO 9001, ISO 14001 &ISO45001 Certified Company
पोस्ट-सिंगरौलीकोलियरी, जिला- सिंगरौली,म.प्र., पिन 486889 /Post- Singrauli Colliery, Distt- Singrauli, M.P. PIN-486889
Phone: 07805- 255372, email: hord.ncl@coalindia.inwebsite :www.nclcil.in

Ref. No. NCL/SGRL/R&D/2022-23/261 **Date:** 10.01.2023

To
Sujit Kumar Mandal
Chief Scientist, CSIR CIMFR
Dhanbad

Sub: Work Order for the Study titled "***Feasibility study in utilizing fly ash in the running Nigahi mine of NCL in view of the recent Fly Ash Notification dated 31st December, 2021 through CSIR CIMFR, Dhanbad***"

Dear Sir,

With reference to this letter you are being informed that the subject study proposal with an Award Value of Rs. 75.52 Lakhs (including 18% GST) has been competently approved by NCL.

You are hereby requested to commence the study as per the following Scope of Work:

Scope of Work:

1. Feasibility study of mine for dumping overburden mixed with pond ash (dry and wet/slurry) in the running mine dumps.
2. Study the properties of different proportion of mix design (overburden and pond ash) in both dry and slurry form with pond ash from all the neighbouring Thermal Power Plants.
3. Study of physico-chemical properties of pond ash of all the neighboring Thermal Power Plants.
4. Carrying out the field trial study of OB Fly Ash mixing in running mine.

Duration of study:

1. Laboratory Study: 4 Months
2. Field Trial: April to September (includes Monsoon and Non-Monsoon Season)

Date of Commencement of Study: 10.01.2023

Total Study Cost:

Cost of Study: Rs 64,00,000.00 only
GST @ 18% on above: Rs 11,52,000.00 only
Total Cost the study: Rs 75,52,000.00 only (Including GST)

Study Report:-

1. The study report should cover all the scope of work.
2. Draft study report must be discussed thoroughly with the concerned officials well before submission of final study report.
3. The final study report shall be submitted in 05 copies along with scanned copy / soft copy should also be given to the mail address viz. gmenv.ncl@coalindia.in and hord.ncl@coalindia.in.
4. Final report should be signed by the Principal Investigator / Project Leader representing the CSIR-CIMFR Dhanbad.

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनी रत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

Northern Coalfields Limited
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(A subsidiary of Coal India Limited)

अनुसंधान एवं विकास विभाग/Research and Development Department
CIN- U10102MP1985GOI003160
An ISO 9001, ISO 14001 &ISO45001 Certified Company
पोस्ट-सिंगरौलीकोलियरी, जिला- सिंगरौली,म.प्र., पिन 486889 /Post- Singrauli Colliery, Distt- Singrauli, M.P. PIN-486889
Phone: 07805- 255372, email: hord.ncl@coalindia.inwebsite :www.nclcil.in

Terms & Conditions:

1. Payment Terms:
   a) 50% payment of the project cost to be paid in advance through online transfer in the CIMFR's bank account.
   b) The balance 50% amount will be paid on submission of draft report and before submission of final report.
2. Accommodation and Fooding:
   Nigahi project to arrange the accommodation and fooding for the subject work.
3. All terms and conditions as per the proposal is attached at Annexure-I

You are also requested to please submit

a) Acknowledgement and submit the acceptance of this work order within 07 days from the date of issuance of this work order.
b) Requirement of fund.
c) Certificate under section 197 of Income Tax Act for exemption from TDS deduction.
   If the required TDS exemption certificate is not submitted, then the fund will be released to CSIR-CIMFR, Dhanbad after the deduction of TDS.

Encl: Complete Proposal.

10/1/23

P. D. Rathi
General Manager (R&D and NI)
Northern Coalfields Limited,
Singrauli

Copy to:-

(1) Director, CSIR-CIMFR Dhanbad
(2) General Manager (CP), NCL Singrauli
(3) General Manager (Env), NCL Singrauli
(4) General Manager, Nigahi Area, NCL
(5) General Manager (Finance), NCL Singrauli
(6) AFM, NCL Singrauli
(7) Staff Officer (Mining), Nigahi Area, NCL

Copy to (for kind information):-

(1) Director (Tech./Oprn.), NCL Singrauli
(2) Director (Tech./P&P), NCL Singrauli
(3) Director (Finance), NCL
(4) TS to CMD, NCL Singrauli

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनी रत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

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Annexure-I

Terms and Condition of the proposal and its responsibilities:

SN	Terms and Conditions	Responsibility
1	Identification of site for field trial	Nigahi Project
2	Arrangement of labour with cement bags and other necessary requirements for collection of pond ash sample from thermal power plant and overburden has to be arranged by NCL at its own cost. The collected samples for both thermal power plant and overburden have to be kept at convenient place before the transportation is made by CSIR-CIMFR. The transportation of the samples to CSIR-CIMFR will be done by CSIR-CIMFR at their own cost.	Nigahi Project
3	Sharing of all relevant data/reports of the mines and other information about the study area	Nigahi Project
4	Sharing of required data from Thermal Power Plant	Environment Department, NCL-HQ
5	Collection of data related to ground water status in core and buffer zone of the mine	Environment Department, NCL-HQ
6	Sharing of information related to availability of mine voids, if any, with relevant mine plan for ash filling along with OB.	Nigahi Project
7	Any requirement of HEMM like JCV, shovel, dumper etc., infield for the said study has to be arranged by NCL at its cost.	Nigahi Project (Department or on hiring basis)
8	All necessary data and information required for the study has to be communicated by NCL in soft and hard copies. The plans and sections, if available, for the mine has to be communicated to CIMFR, Dhanbad in lower version of AutoCAD.	Nigahi Project
9	Accommodation and Fooding: For team visiting from CSIR CIMFR for carrying out the work	Nigahi project
10	Payment: • 50% payment of the project cost to paid in advance through online transfer in the CIMFR's bank account (Bank Mandate has been mentioned in proposal). • The balance 50% amount will be paid on submission of draft report and before submission of final report	R&D Department

केन्द्रीय खनन एवं ईन्धन अनुसंधान संस्थान
(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद)
बरवा रोड, धनबाद 826015, झारखण्ड, भारत

CENTRAL INSTITUTE OF MINING & FUEL RESEARCH
[COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH]
Barwa Road, Dhanbad 826015, Jharkhand, INDIA

CSIR-CIMFR

SUJIT KUMAR MANDAL
CHIEF SCIENTIST, CSIR-CIMFR
MINE PLANNING ECONOMICS, SURVEYING & SUBSIDENCE

SPEED POST

Ref. CIMFR/MPESS/Singrauli/2022/ Date: 18th August, 2022

To
The General Manager
S&R, R&D and New Initiatives Department
Northern Coalfields Limited
Singrauli-486 889

Sub: Study on utilization of fly ash in running Nighai mine of NCL in view of the recent Fly Ash Notification dated 31st December, 2021

Yours Ref.: NCL/SGR/R&D/2021-22/128 dated 09.02.0222

Sir,

This has reference to the letter as mentioned above, visit of CSIR-CIMFR scientists at NCL between 23.02.2022 and 26.02.2022 and subsequent VC meetings between CSIR-CIMFR team and site officials on 20.05.2022 and 05.08.2022. Based on the discussion, budgetary quotation was submitted for three mines. However, with respect to the VC meeting called by NCL officials on 05.08.2022, proposition was made by the site officials that the following sub-modules are to be considered for the study in the running Nighai OCP of NCL.

1. Feasibility study of mine for dumping overburden mixed with pond ash (dry and wet/slurry) in the running mine dumps.
2. Study the properties of different proportion of mix design (overburden and pond ash) in both dry and slurry form with pond ash from all the neighbouring Thermal Power Plants.
3. Study of physico-chemical properties of pond ash of all the neighbouring Thermal Power Plants

Since, the work is composite in nature, the study will be conducted by two departments of this institute and the report will be submitted in a compiled form. The undersigned will be the overall coordinator for the study with the following scientists responsible for each said study.

Sl. No.	Title of Sub-module	Contact Scientist	Telephone No.
1	Feasibility study of mine for dumping overburden mixed with pond ash (dry and wet/slurry) in the running mine dumps	Dr. Veenit Balakrishnan	8823068228
2	Study the properties of different proportion of mix design (overburden and pond ash) in both dry and slurry form with pond ash from all the neighbouring Thermal Power Plants	Sri Prashant K Singh	9431377071
3	Study of physico-chemical properties of pond ash of all the neighbouring Thermal Power Plants		

In view of the recent Fly Ash Notification dated 31st December, 2021, the following information in both hard and soft copies will be required for feasibility study of fly ash utilization in the active dumps of the mine.

(a) At least five borehole sections for the mine
(b) Haul road plan, working plan, dump plan in AutoCad plans within the lease hold area.
(c) Floor contour plan of the bottom most seam
(d) Surface plan showing surface contours prior to mining and proposed floor contour after mining (will be required for determining the volume of void), present profile (Section) of benches for the pit which is

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CIMFR WEBSITE: www.cimfr.nic.in **CIMFR HQ EPABX:** +91 326 2296003-05/229008-10, 229012-13, 2296027-29, 2296035/2296128
MINE PLANNING ECONOMICS, SURVEYING & SUBSIDENCE Phone/FAX: +91 326 2296026 Mob. 9431123474
e-mail: skm.cimfr@gmail.com
Working days: Monday to Friday

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CSIR-CIMFR

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CHIEF SCIENTIST, CSIR-CIMFR
MINE PLANNING ECONOMICS, SURVEYING & SUBSIDENCE

proposed to be backfilled along the maximum extent (center line - this will be used for modelling), Height of each dump from floor level and pre-existing ground level, location of existing and proposed OB dump sites (internal and external) etc., Bore hole sections (in the area of interest) indicating the stratigraphy and orientation of host rock and coal seam. (AutoCAD)

(e) Height of each dump from floor level and pre-existing ground level
(f) Number of HEMM plying over the haul roads for coal and overburden benches separately
(g) Number of haul roads for both coal and overburden transportation along with dimension (width, length and gradient).
(h) Other infrastructural facilities that run within the mine haul roads like water pipe line, light vehicles, maintenance vehicles etc.,
(i) Present horizontal distance between haul road and toe of each dump slope. Similarly, the distance between present working and toe of dump
(k) DGMS permissions related to mine dumps, haul roads etc.
(o) Scientific studies carried out related to fly ash, dump mine and dump slope etc.
(p) Landslide/dump failure occurrences occurred in this or neighbouring mines and their study report, if any.
(q) Density of overburden rock and fly ash to be utilized for dumping in the active dumps.
(u) Surface contour of each mine before start of mine operation.
(v) Present dump height from floor level with dump profile and minimum required free working distance between active dump and face.
(w) Overburden and coal excavated till date against each seam and each mine and overburden and coal to be excavated in future from the existing operating mines. Stripping ratio (both existing and that to be encountered in future).
(x) Density and bulk density of overburden rock.
(y) Minimum barrier to be maintained between two adjacent mines, DGMS permission, if any.

After a detailed study and analysis of the above information made availability to CSIR-CIMFR, a team will also make time study of dumper movements from loading points to dumping points for both coal and overburden. Based on the detailed study and analysis of plans and time study of vehicle movements, feasibility report related to usage of fly ash in the active dumps will be made and subsequently report will be submitted. Time period for the study will be four months from the date of payment made to CSIR-CIMFR or making available of all necessary information from site, whichever is later.

For the study of 2 & 3 sub-modules, the following information will be required.

1. Name and location of the mine
2. Geo-Mining details including brief history, geology & stratigraphy, details of coal seams, coal quality
3. Water bodies existing near the mine site (river, lake, nallah etc)
4. Production scheduling.
5. Permission letter submitted to DGMS for method of mining (including plans and sections)
6. Hydrogeological study showing pre-monsoon and post-monsoon water table with location of BH, piezometer station (coordinates – google) rainfall data for last 5 years at least. The Hydrogeological study report (if any) should indicate pre-monsoon and post-monsoon water table with location of BH for last 5 years at least.
7. Present status of mining and future production target including volume of void to be generated in the near future.
8. Plans & Sections of the mine showing surface contour, floor contour (as per production schedule), seam details (No of seams, thickness, dip amount and direction) bench configurations and dump sites (internal and external) etc.
9. Hydro-geological report of the mine site if it has been conducted before by the mine management
10. Geological Report of the mine.
11. Samples of Overburden, inter-burden and facility to collect it, at least 150 kg of overburden sample collected from 3-4 location (each bag having 20-25 kg of sample)

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CSIR-CIMFR

SUJIT KUMAR MANDAL
CHIEF SCIENTIST, CSIR-CIMFR
MINE PLANNING ECONOMICS, SURVEYING & SUBSIDENCE

12. Geo-technical properties of overburden material/ host rock and coal (UCS, Tri-axial, Youngs Modulus, Poisson's ratio etc.)
13. Ten bags of pond ash sample (each bag having 15kg) which is proposed to be used for filling

(Note - Point No 2, 3, 4, 7, 8 is provided in the Detailed Project Report of the Mine and all the mining plan and section are to be provided in AutoCAD 2007 version, if possible. The Mine and Power plant related data can be provided in soft copies.

Power Plant:

1) Location of the Thermal Power Plant, generation capacity and distance of Plant from the mine site
2) Type of firing and combustion, coal linkage and consumption by the power plant
3) Ash generation per annum and its chemical composition, if available with the site officials.
4) No of ash ponds, its location (google coordinates) and area, distance of ash pond from the power plant, dyke raising type and ash pond capacity

Based on the above available information, the following studies will be carried out in the laboratory:

1. Evaluation of hydro-geological properties of the study area based on field study and collected data
2. Characterization of ash, overburden samples
3. Determination of physical and chemical properties of fly ash
4. Determination of combustible content of ash
5. Drainage behaviour of ash, OB and its admixture and its angle of repose
6. Moulds will be prepared in the laboratory in both dry and wet form to carry out the required physico-mechanical properties. With the formation of moulds of different mix designs, slump test will be carried out in the laboratory. The physico-mechanical properties that will be determined are Unconfined Compressive Strength Test and shear strength. These experiments will be carried out for different mix designs.
7. Determination of mix configuration of ash and overburden on the basis of numerical modelling techniques which includes determination of FOS of benches with different ash – OB mix while varying the slope angle of the benches
8. Detailed methodology of dumping ash along with overburden
9. Measures and precaution to be taken for stabilizing overburden slopes
10. Submission of the draft Report of the feasibility study.
11. Submission of the Final Report, incorporating the suggestions and comments

The study for sub-modules 2 & 3 will be carried out in six months and is as mentioned below.

Duration of study for one site (One mine and One power plant)
Laboratory study for one site = 4 months
Field study for one site = 2 months

Note:

The followings are required to be arranged by your office for smooth progress of the work.

1. Arrangement of labour with cement bags and other necessary requirements for collection of pond ash sample from thermal power plant and overburden has to be arranged by your organization at your own cost. The collected samples for both thermal power plant and overburden are to be kept at convenient place before the transportation is made by CSIR-CIMFR. The transportation of the samples to CSIR-CIMFR will be done by CSIR-CIMFR at their own cost.
2. Sharing of all relevant data/reports of the mines and other information about the study area
3. Sharing of required data from Thermal Power Plant
4. Collection of data related to ground water status in core and buffer zone of the mine

DIRECTOR'S OFFICE: Phone: +91 326 2296023/2296006 FAX: +91 326 2296025 e-mail: dcmrips@yahoo.co.in
CIMFR WEBSITE: www.cimfr.nic.in **CIMFR HQ EPABX**: +91 326 2296003-05/229008-10, 229012-13, 2296027-29, 2296035/2296128
MINE PLANNING ECONOMICS, SURVEYING & SUBSIDENCE Phone/FAX: +91 326 2296026 Mob. 9431123474
e-mail: skm.cimfr@gmail.com
Working days: Monday to Friday

केन्द्रीय खनन एवं ईन्धन अनुसंधान संस्थान
(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद)
बरवा रोड, धनबाद 826015, झारखण्ड, भारत

CENTRAL INSTITUTE OF MINING & FUEL RESEARCH
[COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH]
Barwa Road, Dhanbad 826015, Jharkhand, INDIA

CSIR-CIMFR

SUJIT KUMAR MANDAL
CHIEF SCIENTIST, CSIR-CIMFR
MINE PLANNING ECONOMICS, SURVEYING & SUBSIDENCE

5. Sharing of information related to availability of mine voids, if any, with relevant mine plan for ash filling along with OB.
6. Any requirement of HEMM like JCV, shovel, dumper etc., in field for the said study has to be arranged by your office at your own cost.
7. All necessary data and information required for the study has to be communicated by you in soft and hard copies. The plans and sections, if available, for the mine has to be communicated to us in lower version of AutoCAD.

The study for sub-modules 2 & 3 will be carried out in six months and is as mentioned below.

Duration of study for one site (One mine and One power plant)
Laboratory study for one site = 4 months
Field study for one site = 2 months

CSIR-CIMFR being a no-loss-no-profit R&D organization under the aegis of Council of Scientific & Industrial Research, New Delhi, fifty percent payment of the project cost must be made in advance in the form of demand draft drawn in favor of Director, Central Institute of Mining and Fuel Research, Dhanbad payable at Dhanbad or through online transfer in the following bank details. The balance amount has to be paid on submission of draft report and before submission of final report.

Bank Name	STATE BANK OF INDIA, HIRAPUR, DHANBAD		Bank A/c No.	30256736794	
MICR Code	826002007	FSC/NEFT Code	SBIN0001670	Customer Bank e-mail	sbi.01670@sbi.co.in
CIMFR TAN No.	AAATC2716RSD035	CSIR PAN No.	AAATC2716R	CSIR GSTIN No.	20AAATC2716R1ZT
Service Tax Registration No.		AAATC2716RSD035			

Needless to say, your office has to arrange for local hospitality (stay and fooding) of the visiting team at site.

Do not hesitate to contact the undersigned for any doubt, if any.

Thanking you,

Yours faithfully,

(S. K. Mandal)

DIRECTOR'S OFFICE: Phone: +91 326 2296023/2296006 FAX: +91 326 2296025 e-mail: dcmrips@yahoo.co.in
CIMFR WEBSITE: www.cimfr.nic.in **CIMFR HQ EPABX:** +91 326 2296003-05/229008-10, 229012-13, 2296027-29, 2296035/2296128
MINE PLANNING ECONOMICS, SURVEYING & SUBSIDENCE Phone/FAX: +91 326 2296026 Mob. 9431123474
e-mail: skm.cimfr@gmail.com
Working days: Monday to Friday

Name of the Institute : CSIR-Central Institute of Mining & Fuel Research, Dhanbad

Name of the Project: **Feasibility study in utilizing fly ash in the running Nighai mine of NCL in view of the recent Fly Ash Notification dated 31st December, 2021**

(Rs.)

Item(s) of Expenditure	*Estimated Cost*		*Remarks/ Justification*
A. Capital Expenditure			
Land & Building	0		
Equipment and Software	0		
B. Revenue Expenditure			
B.1 Manpower			
Nos.			
Rupees	**Sl. No. 1**	**Sl. No. 2 & 3**	Mandays cost for technical staff and scientists Rs. 8000.00 per day and For Senior Scientists it is Rs. 14000.00 per day
	772000	1126000	
B.2 Consumables	75000	125000	For printing of plans, reports. Procurement of chemicals, fabrication of mould holders and transportation for testing
B.3 Travel and Dearness Allowance	148000	229000	Travel by car and the expenses related to transport of samples from Nighai to CSIR-CIMFR.
B.4 Testing Charges	----	75000	Testing of mix designed samples
B.5 Other Contingencies	5000	5000	
B.6 Lab Reserve/Institutional Overhead	875000	1365000	It is 35% of Project Cost
B.7 Intellectual Fee	625000	975000	It is 25% of Project Cost
Total (A+B)	2500000	3900000	
GST (if any) 18% of project Cost	450000	702000	
Grand Total	2950000	4602000	

Total (in words): Rupees Seventy Five Lakh Fifty Two Thousand only

Place: CSIR-CIMFR, Barwa Road
Dhanbad 826001
Date 18th August, 2022

Sujit K Mandal
Chief Scientist
CSIR-Central Institute of Mining & Fuel Research
Barwa Road, Dhanbad 826001

Bank Name	STATE BANK OF INDIA, HIRAPUR, DHANBAD		Bank A/c No.	30256736794	
MICR Code	826002007	FSC/NEFT Code	SBIN0001670	Customer Bank e-mail	sbi.01670@sbi.co.in
CIMFR TAN No.	AAATC2716RSD035	CSIR PAN No.	AAATC2716R	CSIR GSTIN No.	20AAATC2716R1ZT
Service Tax Registration No.		AAATC2716RSD035			

Note: Certificate under Section 197 of Income Tax Act to be provided for exemption of TDS deduction at the time of release of fund.

This has reference to the clarification sought by HoD, Environment, Singrauli, NCL through mail on dated 19th August, 2022 in response to the budgetary proposal submitted by CSIR-CIMFR.

Sl. No.	Clarification sought	Reply to the clarification
1	Deliberation towards nos. of manpower considered/will be engaged, Mandays and Mandays cost is required for the component of "B.1 Manpower" in the estimate along with supporting documents	Total mandays required will be 89+124 = 213
2	Project cost should be subtotal of B.1 to B.5 only. Component B. 6 and B. 7 of the estimate have mentioned as 35% and 25% of Project Cost respectively. Whereas in the estimate, component B. 6 and B. 7 have been calculated on the total of component B.1 to B. 7 (which already includes component B.6 & B. 7). Hence, Revision of estimate required	This is as per the Sponsored Project guidelines of CSIR. B.6 and B.7 are overhead expenses of CSIR-CIMFR, other than staffs involved in project. Intellectual Fee is also a part of the project cost to be included. Hence, revision is not required.
3	As mentioned at bottom note of project cost, kindly mention "Certificate under Section 197 of Income Tax Act will be provided by CIMFR, Dhanbad for exemption of TDS deduction at the time of release of fund."	TDS may be deducted at source. The detail document of such deduction has to be shared with CSIR-CIMFR for reimbursement through CSIR, New Delhi
4	As noted from the proposal, that 2 month duration has been kept for the field study. However there is no detailing on the scope of field study, hence deliberation towards the same also needs to be done	• Identification of site in the mine for carrying out the pilot scale trials • Estimation of the volume of ash and OB to be dumped in the selected site • Trips of ash and OB required for trial will be determined • Arrangement of labour, dozer (with operator) at the site will be done (the facility of providing the dozer and labour will be on the part of NCL) • Dumping of ash and overburden at the site has to be executed as by CSIR-CIMFR advice and vis-à-vis the methodology will be developed by CSIR-CIMFR • Monitoring the behaviour of dumps (for a duration of at least 30 days) • Conclusion and recommendation on the basis of observation made during pilot scale trials
5	The cost of labor and other Miscellaneous expenditure (Purchase of bags for samples collection etc.) to be incorporated in the project cost	The cost of labour to be deployed at site for collection of samples, packaging and keeping at suitable location and loading to vehicle for transportation to CSIR-CIMFR by our own vehicle will be as per Labour Act. Deployment of manpower or hiring of manpower at NCL will not be possible by CSIR-CIMFR. Any additional expenditure incurred for the same has to be considered and included additionally from NCL end. Furthermore, any equipment (shovel, JCB, tipper etc.,), if required during progress of the R&D study has to be arranged by NCL at their own cost.
6	Deliberation towards sampling pattern/pattern to be incorporated in the proposal	Overburden and inter-burden sample will be done from 3 to 4 locations depending of the variability of the strata. Pond ash sample will be collected at 3 to 4 places to have a representative sample. The ash samples will be collected across the depth of ash deposited in 1m deep trenches. Necessary arrangement for collection of samples has to be done by NCL.

Email **Ashutosh Dwivedi**

Regarding Field Trial Study for OB Fly Ash Mixing at Nigahi OCP, NCL

From : A.N. Pandey <gmenv.ncl@coalindia.in> Tue, Nov 01, 2022 05:30 PM
Subject : Regarding Field Trial Study for OB Fly Ash Mixing at Nigahi OCP, NCL 1 attachment
To : Sujit K Mandal <sujitkm@cimfr.nic.in>
Cc : Ashutosh Dwivedi <hord.ncl@coalindia.in>, AK GUPTA <ak.gupta1654@coalindia.in>

Dear Sir,

During the virtual meeting held on 16.09.2022; following discussions were also made :

1) **Incorporating "Carrying out Field trial study of OB Fly ash mixing in running mine" in the objective of the proposal.**
2) **Duration of field trial should include both monsoon and non-monsoon seasons.**

Hence **you are requested to revise the proposal considering above points.**

Looking forward for your reply at the earliest.

Yours faithfully,

HoD (Environment)
Northern Coalfields Limited
Singrauli, MP.

"Think before you print and save a tree"

sig0.jpeg
718 B

Email **Ashutosh Dwivedi**

Paste fill at Nighai

From : skm cimfr <skm.cimfr@gmail.com> Wed, Nov 02, 2022 12:09 PM

Subject : Paste fill at Nighai 1 attachment

To : A.N. Pandey <gmenv.ncl@coalindia.in>, Ashutosh Dwivedi <hord.ncl@coalindia.in>

Please find attached the clarification related to implementation of paste fill technology in actual field.
This is for your information and necessary action at your end.
--
(Dr. SUJIT KUMAR MANDAL)
Chief Scientist
Central Institute of Mining & Fuel Research
Barwa Road, Dhanbad 826015
Ph. (0326)2296077(R); 09431123474(M)

Nigahi reply (02.11.2022).docx
15 KB

1. **Carrying out Field trial study of OB Fly ash mixing in running mine**
   The field trial study with ash-OB mix could be carried out in the active mine without hampering the coal production and provided that the bottom edge of the dump is at least at a distance of 100m of the face, the site for field trials could be judiciously selected in consultation with NCL and CIMFR officials keeping in mind the movements of dumpers, logistics and safety. A separate site for experimental trial for dumping OB mixed with fly ash will be beneficial during actual experimentation in the field.

2. **Duration of field trial should include both monsoon and non-monsoon seasons**
   The monsoon period in India usually starts from the month of June and lasts up to September. So, for proper scientific study inclusion of both monsoon and non-monsoon seasons should be carried out in the study, the probable time line for the field study may be from the month of April to September, including both monsoon and non-monsoon seasons. The duration of the field study would be at least Six months from the date of field trial.

The dimension of the benches for the field trial/s will depend on the space available at Nigahi Opencast Mine. The proposed site for the field trial will be decided after field visit and discussion with mining officials. The site should be such that it is accessible to dumpers/trucks already plying in the mine. The dimension of benches for the field trial will depend on the followings.

1. Outcome of laboratory studies and numerical modelling
2. The FOS of more than 1.5 will be considered for determining the ash – OB mix ratio which will be used for the trials
3. The location for the trials should be such that the bench slope and berm could be examined after the pilot scale trial

The data required by CIMFR before freezing the site for field trials are as follows:

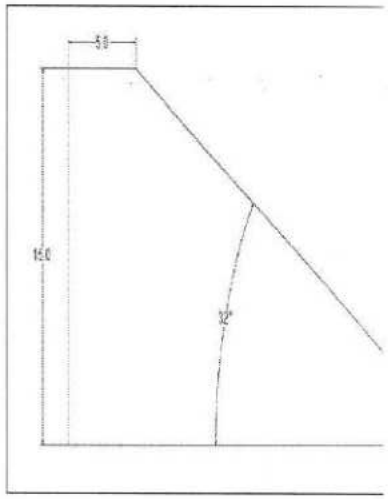
- The detailed list of data required has already been communicated to the mine management
- Mine plan and section where probable site as decided by the mine management or as decided by CIMFR after examining the same. The floor contour plan as well as the existing dimension of benches along with the mining plan for future, the dump location in future along with production schedule as given in the DPR of the (mines capacity, method of work etc.) of the Opencast mine, mine plan if available in AUTOCAD will be preferred.
- The surface plan showing existing dump location (both external and internal)
- The truck/dumper movement path in the mine
- The hydrogeological report indicating the depth of phreatic surface pre and post monsoon
- Report on soil properties/OB of the mining site, if available like geo-technical data related to OB soil, coal etc. (UCS, Youngs modulus, poisons ratio, liquid limit etc.)

- **Data required about the thermal power plant**
  1. Location of the power plant with google coordinates,
  2. Location of the ash pond with google coordinate
  3. Capacity of the power plant,
  4. Coal consumption per month/year and its linkage, ash generation per day/year, Distance of power plant from the proposed mine site, location of the mine site (google coordinate), No of ash pond, its capacity and quantum of ash already dumped in ash pond
  5. Means of dumping ash into ash pond, if high pressure pumps are installed or not, if yes, the technical details of the pump viz. max rated design capacity and present rate of discharge of ash slurry , design pressure, discharge pressure, max particle size it can handle, max rated concentration of slurry it can discharge, current concentration of slurry discharge.

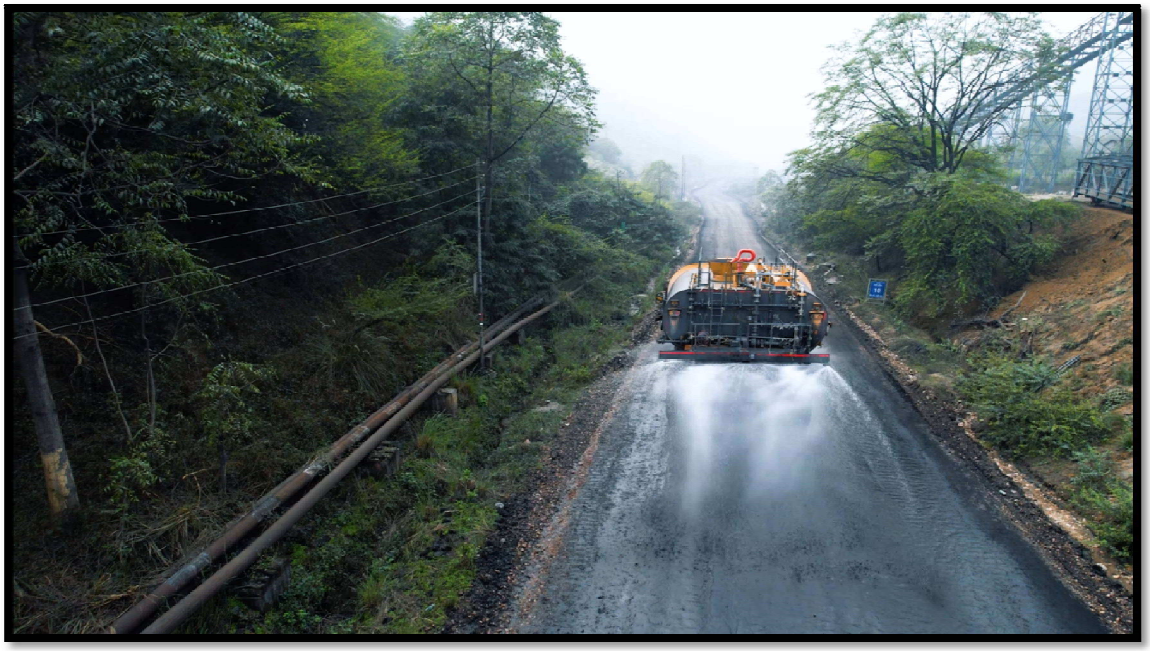
Assumed calculation for the volume of material required for the field trial is given below for your kind consideration

Trial bench figure

Bench dimensions(m)			slope angle	C - S Area	Total Volume	Ash in Overburden (%)				
Length	Height	width	(degrees)	(m^2)	(m^3)	OB - 100%	20	30	40	50
100	15	5	45	187.5	18750	18750	X	X	X	X
						15000	3750	X	X	X
						13125	X	5625	X	X
						11250	X	X	7500	X
						9375	X	X	X	9375
100	15	5	40	208.7	20870	20870	X	X	X	X
						16696	4174	X	X	X
						14609	X	6261	X	X
						12522	X	X	8348	X
						10435	X	X	X	10435
100	15	5	38	221.38	22138	22138	X	X	X	X
						17710.4	4427.6	X	X	X
						15496.6	X	6641.4	X	X
						13282.8	X	X	8855.2	X
						11069	X	X	X	11069
100	15	5	35	238.5	23850	23850	X	X	X	X
						19080	4770	X	X	X
						16695	X	7155	X	X
						14310	X	X	9540	X
						11925	X	X	X	11925
100	15	5	32	257.13	25713	25713	X	X	X	X
						20570.4	5142.6	X	X	X
						17999.1	X	7713.9	X	X
						15427.8	X	X	10285.2	X
						12856.5	X	X	X	12856.5



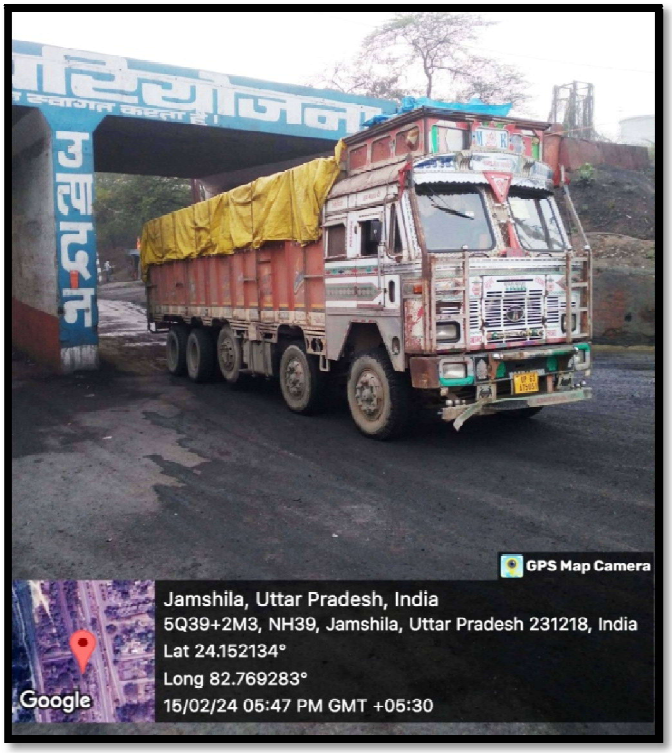
Annexure R-ii/1



<u>70 KL & 28 KL fitted with fire fighting arrangement</u>

Annexure R-ii/1

Annexure R-ii/2



Annexure R-ii/2

Trucks properly covered with tarpaulin sheets upto half dala

Annexure R-ii/3

Wheel washing facility at Mine Barrier

Annexure R-ii/4

SLRM facility at Bina Project

Final Report

On

Scientific study of fly ash utilization/dumping/Mixing in the OB of the running/active mines of NCL along with its viability and safety aspect of man and machinery

For

Bina Opencast Project

Feb 2022

Submitted By
DEPARTMENT OF MINING ENGINEERING
INDIAN INSTITUTE OF TECHNOLOGY
(BANARAS HINDU UNIVERSITY)
VARANASI 221 005
UP (INDIA)

8.0 Conclusions and Recommendations

The present Scientific study of fly ash dumping with overburden in the internal dump of Bina Opencast Project, NCL has been done considering various aspects. The overburden samples have been brought from Bina Opencast Project and fly ash sample from Hindalco Renusagar and UPRVUNL Anpara. Various geotechnical tests and characterization have been done for overburden, fly ash and various combination of mixed material (overburden and fly ash). Leaching study, dump slope stability, traffic study has been done to know the dumping possibility of fly ash with mixed overburden material in running mines. The conclusions and suggestions of the present study are summarized below.

Dumping of fly ash in external dump

- In opencast mining, handling of overburden (OB) is considered the most important activity requiring very careful and elaborate planning. The purpose is to reduce land requirement for external dumping of overburden and accommodate maximum overburden in internal dumps. There are also restrictions on maximum dump height, i.e. up to 90 m or three decks of 30 m each above surface level. The external dump is already reached to it maximum height (as reported by mine official). In such, there will not be any possibility of accommodating fly ash dump into External dump.
- The plantation is usually carried out on top of external dump after putting top soil layers. This has already been done for external dump of Bina OCP. The growth of plant is healthy. If planning is done for putting fly ash on top of external dump, then the plantation has to be removed and top soil layer has to be scraped ad keep aside. However, mixing of fly ash with dump material leads to increase the height beyond the permissible limit and lead to safety issue.
- Therefore, keeping above points it is advisable not to dump the fly ash on external dump in Bina OCP.

Dumping of fly ash in Internal dump

Various geotechnical tests of overburden and fly ash material has been done to know the suitability of mixing fly ash with overburden material in Internal dump. The conclusions and recommendation have been summarized in the following headings.

Geotechnical properties of dump and fly ash

- The size distribution of dump material and fly ash material indicates that the fly ash is having more fine material than the dump material. It will reduce the permeability of dump material when mixed with overburden material. The permeability of overburden is 1.23E-4 m/sec whereas for fly ash it is around 1.6E-5. Therefore, mixing of fly ash with overburden will reduce the permeability of overall dump material. The lower permeability will have the chances of generating water pressure during rain water.
- The Atterberg's limits indicates that the overburden dump is having very low amount of clay and silt. It contains sand, gravels and boulders. Therefore, the liquid and plastic limit is very high for overburden material considering the large size particles. The liquid and plastic limit of fly ash is low comparing to overburden material. If can be concluded that if dump material is mixed with fly ash the liquid limit and plastic limit will reduce significantly. Therefore, the material can slide on low water contain. Moreover, if fly ash is not mixed properly with the OB, it will slide more rapidly to the bottom of the slope
- The Optimum moisture content (OMC) and Maximum dry Density (MDD) of overburden is 11 % and 1.92 t/m^3 respectively. OMC is in range of 20-32 % and MDD is in range of 1.28-1.29 for fly ash of Hindalco Renusagar and UPRVUNL Anpara respectively. The OMC will increase and MDD will reduce when the overburden material is mixed with fly ash. Therefore, it is not advisable to mix dump material with fly ash.
- The average cohesion and friction angle of dump material are 32 KPa and 31 degree respectively. The friction angle of fly ash is range between 24-28 degree and cohesion is 18-48 KPa. The shear strength has been determined by mixing fly ash with overburden in different proportions. The maximum shear strength is observed at 20 % of fly ash mixed with 20 of dump material. The cohesion has increased from 32 kPA to 72 kPa whereas, the friction angle has reduced from 31 degree to 30 degree. The fly ash of the area does not have much binding capacity; therefore, cohesion will not increase significantly. The fiction angle reduces due to presence of in material in the fly ash.

Fly Ash characterization

- The pH of the fly ash samples are found to be in the range of 6.4 and 6.3 for Hindalco Renusagar and UPRVUNL Anpara respectively. It means the pH of fly ash is slightly acidic in nature. This will help in biological reclamation in the backfilled land
- The electrical conductivity of the fly ash is around 1.06 mS/cm. It is suitable for seedlings and salt sensitive plants. Therefore, it is not advisable to directly mix in the

overburden dump material. Some additive should be added to increase the electrical conductivity of the fly ash.

- The major trace elements in the fly ash obtained by XRF are SiO_2 and $Al2O_3$. The amount of CaO is around 2%. The fly ash in not having self-binding capacity. Some activator needed to be properly mixed and filled with overburden for proper binding.
- The water holding capacity of fly ash is 24 % and 25.36 % for Hindalco Renusagar and UPRVUNL Anpara respectively. It will increase the more water content in the dump material for longer time. Therefore, the haul road/ pathway become slippery and it will hamper the movement of dumper/tipper.
- The retention capacity of fly ash study at laboratory stage, conclude that there is ample water retention capacity in the fly ash. Hence when water availability will increase from 24% or more a swamp like condition will be created where in fly ash would be dumped.
- Fly ash used in this study is Class F (As per ASTM). Fly ash having low pozzolanic properties therefore mixing of this fly ash with overburden will not lead to hardening of material after some time. It requires a cementing agent (such as Portland cement, quicklime, or hydrated lime) in the presence of water in order to react and produce cementious compounds
- The highest concentration of toxic trace metal (Mg and Mn) are ranging from 41.69, and 41.39 mg/L in UPRVUNL Anpara fly ash sample whereas in Hindalco Renusagar fly ash sample the concentration of Mg and Ni is 46.48 and 53.90 mg/L respectively. The solubility of metal is more in acidic range of pH hence the migration of toxic metal in the soil and nearby land will also be enriched. Mixing of fly ash with Overburden will increase toxic trace metal in surrounding area.

Environmental and safety

- The transportation and dumping of fly ash will further increase the particulate matter concentration in the mining area. It will increase the chances of the accidental cases between earth moving machinery.
- Fly-ash will make the dump floor slippery when contact with water. It will hamper or reduce the movement of dumper and other heavy machinery in mine and dump area. It will also increase the chances of accident in rainy water during movement of dumper/tippers
- In very large open cast operating mines, it is difficult to mix fly ash with external and internal overburden dumps. Operational difficulties will be encountered with safety issues during heavy rains with slippery roads and sliding of dump benches owing to fly ash.
- Due to increase in stripping ratio in coal mines, the quantum of OB is increasing and its safe disposal has become a matter of concern in the coal sector.
- In operating opencast mines, fly ash will be required to be dumped in dry form in separate layers or by mixing with OB while dumping. Both these processes would require elaborate

and complex scheduling of various activities/equipment, hampering mine production and creating unsafe conditions owing to high equipment density in limited space of mines.

- The adding of fly ash will increase the pollution level in the running mine, which may exceed the allowable limit of various pollution level.

Fly Ash Transportation

- The routes from the power plant to the mine are not adequately constructed for additional fly ash transportation. Hence it is not advisable under the present road condition to transport fly ash through these roads.
- Fly-ash carrying trucks will cause hindrance to movement of dumper carrying both O.B and Coal.
- Fly-ash will make the dump floor slippery in contact with water. It will limit the movement of dumper/tipper in the haul roads.
- The lead distance of each mine already optimizes based on present equipment and production. The adding of fly ash in same layout/road will increase the traffic density and reduce the distance between two subsequent tripper/dumper.

Geo-Mining conditions

- There will be shortage of space for 275 Mm^3 which may be dumped in adjoining Krishnashila OCP after exhaustion of coal reserves.
- The mine does not have space to dump its own OB due to shortage of Land. Therefore, dump of fly ash is not advisable. The height of external dump is already reached its maximum height capacity as per MOEF and DGMS guidelines. Dumping of fly ash in the mine will adversely increase the external dump height. It is not advisable to increase the height of external dump beyond 90m. It may reduce the slope stability of overburden dump.
- In operating opencast mines, fly ash will be required to be dumped in dry form in separate layers or by mixing with OB while dumping. Both these processes would require elaborate and complex scheduling of various activities/ equipment, hampering mine production and creating unsafe conditions owing to high equipment density in limited space of mines operations.
- The dumping with overburden required proper mixing of fly ash in the mine overburden itself. It requires huge logistic and space for mixing plant for OB and Fly ash.

Mine Closure Plan

- The quarry will be back filled and reclaimed as per mine plan of Bina OCP. An area of 242 Ha would be left as void after filling the remaining area with dump material. In due course of time, dip side of void will be filled with rain & ground water. This water reservoir may be developed for pisciculture. By adding fly ash to internal dumping/backfilled areas there could be possibility of fly ash leaching into the void/water reservoir rendering it unsuitable for pisciculture.
- The depth of mine at the time of final pit closure is around 250m. The 40m has been left for reservoir to water recharge of surrounding area. A water reservoir of 40m depth if left after filling of remining void with dump material. The dump material consists of large quantity of fly ash material (if dumping is to be done with fly ash). Therefore, at end of mining around 50-60 Mcum of dump material will be left out (which have been accommodate in original plan in place of fly ash). Therefore, the mine closure plan should be change accordingly, so that the provision of accommodation of 50-60 Mcum of overburden material.
- It will change the mine closure plan and it will have environmental impact in surroundings. Therefore, as per mine closure plan the fly ash should not be possible to dumped in internal dump.

Dump Slope stability

- The dump slope stability has been carried out based on finite element method. The factor of safety has been determined for height varying from 60m to 180m. It varies from 1.60 to 1.55 for overburden dump material.

- The factor of safety of mixed overburden (fly ash mixed with OB material) has also been determined. The simulation has been carried out considering that the fly ash has been put in alternative layers in the dump. The fly ash is mixed with layer in the ration of 80% overburden material and 20% fly ash. The factor of safety of mixed dump material in dry condition is varying from 1.63 to 1.55 for dump height from 60m to 180m.

- It was expected that factor of safety will increase due to increase in cohesion of mixed material. However, it has been observed that the increase in factor of safety for fly ash mixed dump is marginal i.e. 0.03 for 60m and 0.01 for 180m dump height. The reason for marginal increase in the factor safety is due to reduction in friction angle of mixed material. The impact of mixing of fly ash on overburden will not affect the stability in dry condition.

- Water has important role to play in stability of dump material. Study has also been carried out to determine the factor of safety of dump as well as of mixed dump. The material will get saturated due to water and the shear strength reduces significantly depending upon amount of water and material type.

- The table given below summarize the factor of safety of varying % of fly ash and degree of saturation.

Sr. no	% saturation	Factor of safety of mixed material			
1	10	1.53		1.53	1.51
2	25	1.45		1.50	1.47
3	50	1.29		1.27	1.23
4	100	1.00		0.99	0.86

It is obvious from above table that mixed dump will not be stable in high saturation condition if fly ash is mixed more than 10%. The formation of layers of fly ash in layer may lead to

- Generally, the cracks are generated in the top surface of overburden dump. The rain water entering in the crack will create water pressure, waters generally get drained from the dump material. However, the water pressure will be created in crack of overburden dump with fly ash as water will get retained which lead to low factor of safety.

Therefore, it is technically not feasible to dump the 25% fly ash in Mine dump in Bina OCP due to geo mining conditions, high stripping ratio, and huge rate of OB removal and instability of dump during rainy season in present condition.

STATION PROTOCOL
FOR
CAAQM STATION UNDER Warranty /AMC/CMC/O&M CONTRACT
CALIBRATION REPORT

Location of CAAQMS :NCL bina **Date:23.11.2021**

S.No.	Parameter	Status	Zero Value		Zero Offset		Span Calibration			K Factor (Span)		Rem.
			Pre	*Post*	Per	*Post*	Span Source	*Pre*	*Post*	*Pre*	*Post*	
1	**CO Analyzer**	OK	0.00	0.00	0.00	0.00	10.00 PPM	11.36	12.00	1.09	1.08	OK
2	**SO_2 Analyzer**	OK	0.00	0.00	0.00	0.00	200 PPB	200.41	202.00	2.66	2.67	OK
3	**NO_x Analyzer**											
	NO	OK	0.00	0.00	0.00	0.00	200 PPB	201.01	198.65	0.99	1.03	OK
	NO_2	OK	0.00	0.00	0.00	0.00	0.0	2.07	2.14			OK
	NOx	OK	0.00	0.00	0.00	0.00	200 PPB	200.61	201.96	1.02	1.05	OK
6	**PM10 Analyzer**						815 ug/cm2	821.07 ug/cm2		0.92	0.90	OK
7	**PM 2.5 Analyzer**						844 ug/cm2					NOT OK
8	**Meteorological Parameter**											OK
	Temperature											OK
	Humidity											OK
	Wind Speed											OK
	Wind Direction											OK
	Solar Radiation											OK
	Barometric Pressure											OK
	Rain Fall											OK
9	**Computers**											OK
10	**UPS/ AC / Others**											OK
11	**Data Display Board**											OK

Maintenance Details / Requirement:

Specific Observation(s): All analyzer calibrated satisfactory, NO2 has no factor, it has defined by NO & Nox.

Signature of Engineer:

STATION PROTOCOL
FOR
CAAQM STATION UNDER Warranty /AMC/CMC/O&M CONTRACT
CALIBRATION REPORT

Location of CAAQMS :NCL bina **Date:20.12.2021**

S.No.	Parameter	Status	Zero Value		Zero Offset		Span Calibration			K Factor (Span)		Rem.
			Pre	*Post*	Per	*Post*	Span Source	*Pre*	*Post*	*Pre*	*Post*	
1	**CO Analyzer**	OK	0.00	0.00	0.00	0.00	10.00 PPM	11.02	11.94	1.08	1.09	OK
2	**SO_2 Analyzer**	OK	0.00	0.00	0.00	0.00	200 PPB	202.00	201.86	2.67	2.66	OK
3	**NO_x Analyzer**											
	NO	OK	0.00	0.00	0.00	0.00	200 PPB	198.64	200.95	1.03	1.04	OK
	NO_2	OK	0.00	0.00	0.00	0.00	0.0	0.21	0.14			OK
	NOx	OK	0.00	0.00	0.00	0.00	200 PPB	201.64	198.53	1.05	1.06	OK
6	**PM10 Analyzer**						815 ug/cm2	823.07 ug/cm2		0.90	0.97	OK
7	**PM 2.5 Analyzer**						844 ug/cm2					NOT OK
8	**Meteorological Parameter**											OK
	Temperature											OK
	Humidity											OK
	Wind Speed											OK
	Wind Direction											OK
	Solar Radiation											OK
	Barometric Pressure											OK
	Rain Fall											OK
9	**Computers**											OK
10	**UPS/ AC / Others**											OK
11	**Data Display Board**											OK

Maintenance Details / Requirement: Please provide canopy for display

Specific Observation(s): All analyzer calibrated satisfactory, NO2 has no factor, it has defined by NO & NOx. PM10 & PM2.5 Analyzer has calibrated & set factor automatically.

Signature of Engineer:

STATION PROTOCOL
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CALIBRATION REPORT

Location of CAAQMS :NCL bina **Date:31.01.2022**

S.No.	Parameter	Status	Zero Value		Zero Offset		Span Calibration			K Factor (Span)		Rem.
			Pre	*Post*	Per	*Post*	Span Source	*Pre*	*Post*	*Pre*	*Post*	
1	**CO Analyzer**	OK	0.00	0.00	0.00	0.00	10.00 PPM	11.94	11.02	1.09	1.08	OK
2	**SO_2 Analyzer**	OK	0.00	0.00	0.00	0.00	200 PPB	201.86	202.00	2.66	2.67	OK
3	**NO_x Analyzer**											
	NO	OK	0.00	0.00	0.00	0.00	200 PPB	200.95	198.64	1.04	1.05	OK
	NO_2	OK	0.00	0.00	0.00	0.00	0.0	0.14	0.21			OK
	NOx	OK	0.00	0.00	0.00	0.00	200 PPB	198.53	201.64	1.06	1.07	OK
6	**PM10 Analyzer**						815 ug/cm2	813.07 ug/cm2		0.97	0.98	OK
7	**PM 2.5 Analyzer**						844 ug/cm2	849.72 ug/cm2		0.98	0.95	OK
8	**Meteorological Parameter**											OK
	Temperature											OK
	Humidity											OK
	Wind Speed											OK
	Wind Direction											OK
	Solar Radiation											OK
	Barometric Pressure											OK
	Rain Fall											OK
9	**Computers**											OK
10	**UPS/ AC / Others**											OK
11	**Data Display Board**											OK

Maintenance Details / Requirement: Please provide canopy for display

Specific Observation(s): All analyzer calibrated satisfactory, NO2 has no factor, it has defined by NO & NOx. PM10 & PM2.5 Analyzer has calibrated & set factor automatically.

Signature of Engineer:

STATION PROTOCOL
FOR
CAAQM STATION UNDER Warranty /AMC/CMC/O&M CONTRACT
CALIBRATION REPORT

Location of CAAQMS :NCL bina **Date:05.02.2022**

S.No.	Parameter	Status	Zero Value		Zero Offset		Span Calibration			K Factor (Span)		Rem.
			Pre	*Post*	Per	*Post*	Span Source	*Pre*	*Post*	*Pre*	*Post*	
1	**CO Analyzer**	OK	0.00	0.00	0.00	0.00	10.00 PPM	10.86	9.68	1.08	1.09	OK
2	**SO_2 Analyzer**	OK	0.00	0.00	0.00	0.00	200 PPB	201.80	200.98	2.67	2.68	OK
3	**NO_x Analyzer**											
	NO	OK	0.00	0.00	0.00	0.00	200 PPB	201.27	200.87	1.05	1.06	OK
	NO_2	OK	0.00	0.00	0.00	0.00	0.0	0.17	0.13			OK
	NOx	OK	0.00	0.00	0.00	0.00	200 PPB	199.03	200.98	1.07	1.08	OK
6	**PM10 Analyzer**						815 ug/cm2	829.27 ug/cm2		0.98	0.94	OK
7	**PM 2.5 Analyzer**						844 ug/cm2	832.06 ug/cm2		0.95	0.96	OK
8	**Meteorological Parameter**											OK
	Temperature											OK
	Humidity											OK
	Wind Speed											OK
	Wind Direction											OK
	Solar Radiation											OK
	Barometric Pressure											OK
	Rain Fall											OK
9	**Computers**											OK
10	**UPS/ AC / Others**											OK
11	**Data Display Board**											OK

Maintenance Details / Requirement:

Specific Observation(s): All analyzer calibrated satisfactory, NO2 has no factor, it has defined by NO & NOx. PM10 & PM2.5 Analyzer has calibrated & set factor automatically.

Signature of Engineer:

STATION PROTOCOL
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CAAQM STATION UNDER Warranty /AMC/CMC/O&M CONTRACT
CALIBRATION REPORT

Location of CAAQMS :NCL bina **Date:03.03.2022**

S.No.	Parameter	Status	Zero Value		Zero Offset		Span Calibration			K Factor (Span)		Rem.
			Pre	*Post*	Per	*Post*	Span Source	*Pre*	*Post*	*Pre*	*Post*	
1	**CO Analyzer**	OK	0.00	0.00	0.00	0.00	10.00 PPM	11.93	10.43	1.09	1.1	OK
2	**SO_2 Analyzer**	OK	0.00	0.00	0.00	0.00	200 PPB	198.02	199.83	2.68	2.69	OK
3	**NO_x Analyzer**											
	NO	OK	0.00	0.00	0.00	0.00	200 PPB	200.01	199.04	1.06	1.07	OK
	NO_2	OK	0.00	0.00	0.00	0.00	0.0	0.28	0.23			OK
	NOx	OK	0.00	0.00	0.00	0.00	200 PPB	198.39	201.92	1.08	1.09	OK
6	**PM10 Analyzer**						815 ug/cm2	823.30 ug/cm2		0.94	0.95	OK
7	**PM 2.5 Analyzer**						844 ug/cm2	841.75 ug/cm2		0.96	0.97	OK
8	**Meteorological Parameter**											OK
	Temperature											OK
	Humidity											OK
	Wind Speed											OK
	Wind Direction											OK
	Solar Radiation											OK
	Barometric Pressure											OK
	Rain Fall											OK
9	**Computers**											OK
10	**UPS/ AC / Others**											OK
11	**Data Display Board**											OK

Maintenance Details / Requirement:

Specific Observation(s): All analyzer calibrated satisfactory, NO2 has no factor, it has defined by NO & NOx. PM10 & PM2.5 Analyzer has calibrated & set factor automatically.

Signature of Engineer:

STATION PROTOCOL
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CALIBRATION REPORT

Location of CAAQMS :NCL bina **Date:17.05.2022**

S.No.	Parameter	Status	Zero Value		Zero Offset		Span Calibration			K Factor (Span)		Rem.
			Pre	*Post*	Per	*Post*	Span Source	*Pre*	*Post*	*Pre*	*Post*	
1	**CO Analyzer**	OK	0.00	0.00	0.00	0.00	10.00 PPM	11.36	12.00	1.11	1.10	OK
2	**SO_2 Analyzer**	OK	0.00	0.00	0.00	0.02	200 PPB	200.41	202.00	2.67	2.66	OK
3	**NO_x Analyzer**											
	NO	OK	0.00	0.00	0.00	0.00	200 PPB	201.01	198.65	1.08	1.07	OK
	NO_2	OK	0.00	0.00	0.00	0.00	0.0	2.06	1.24			OK
	NOx	OK	0.00	0.00	0.00	0.00	200 PPB	200.61	201.96	1.08	1.07	OK
6	**PM10 Analyzer**						815 ug/cm2	821.07 ug/cm2		0.93	0.90	OK
7	**PM 2.5 Analyzer**						844 ug/cm2	836.72 ug/cm2		0.96	0.92	OK
8	**Meteorological Parameter**											OK
	Temperature											OK
	Humidity											OK
	Wind Speed											OK
	Wind Direction											OK
	Solar Radiation											OK
	Barometric Pressure											OK
	Rain Fall											OK
9	**Computers**											OK
10	**UPS/ AC / Others**											OK
11	**Data Display Board**											OK

Maintenance Details / Requirement: Please provide canopy for display

Specific Observation(s): All analyzer calibrated satisfactory, NO2 has no factor, it has defined by NO & NOx. PM10 & PM2.5 Analyzer has calibrated & set factor automatically.

Signature of Engineer:

STATION PROTOCOL
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CALIBRATION REPORT

Location of CAAQMS :NCL bina **Date:18.06.2022**

S.No.	Parameter	Status	Zero Value		Zero Offset		Span Calibration			K Factor (Span)		Rem.
			Pre	*Post*	Per	*Post*	Span Source	*Pre*	*Post*	*Pre*	*Post*	
1	**CO Analyzer**	OK	0.00	0.00	0.00	0.00	10.00 PPM	10.29	9.97	1.10	1.11	OK
2	**SO_2 Analyzer**	OK	0.00	0.00	0.00	0.00	200 PPB	9.95	200.28	2.66	2.67	OK
3	**NO_x Analyzer**											
	NO	OK	0.00	0.00	0.00	0.00	200 PPB	198.39	200.89	1.07	1.08	OK
	NO_2	OK	0.00	0.00	0.00	0.00	0.0	0.78	0.54			OK
	NOx	OK	0.00	0.00	0.00	0.00	200 PPB	199.29	200.18	1.07	1.08	OK
6	**PM10 Analyzer**						815 ug/cm2	823.07 ug/cm2		0.90	0.95	OK
7	**PM 2.5 Analyzer**						844 ug/cm2	837.72 ug/cm2		0.92	0.96	OK
8	**Meteorological Parameter**											OK
	Temperature											OK
	Humidity											OK
	Wind Speed											OK
	Wind Direction											OK
	Solar Radiation											OK
	Barometric Pressure											OK
	Rain Fall											OK
9	**Computers**											OK
10	**UPS/ AC / Others**											OK
11	**Data Display Board**											OK

Maintenance Details / Requirement:

Specific Observation(s): All analyzer calibrated satisfactory, NO2 has no factor, it has defined by NO & NOx. PM10 & PM2.5 Analyzer has calibrated & set factor automatically.

Signature of Engineer:

STATION PROTOCOL
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CALIBRATION REPORT

Location of CAAQMS :NCL bina **Date:13.07.2022**

S.No.	Parameter	Status	Zero Value		Zero Offset		Span Calibration			K Factor (Span)		Rem.
			Pre	*Post*	Per	*Post*	Span Source	*Pre*	*Post*	*Pre*	*Post*	
1	**CO Analyzer**	OK	0.00	0.00	0.00	0.00	10.00 PPM	9.97	10.29	1.11	1.10	OK
2	**SO_2 Analyzer**	OK	0.00	0.00	0.00	0.00	200 PPB	200.28	9.95	2.67	2.66	OK
3	**NO_x Analyzer**											
	NO	OK	0.00	0.00	0.00	0.00	200 PPB	200.89	198.39	1.08	1.07	OK
	NO_2	OK	0.00	0.00	0.00	0.00	0.0	0.54	0.78			OK
	NOx	OK	0.00	0.00	0.00	0.00	200 PPB	200.18	199.29	1.08	1.07	OK
6	**PM10 Analyzer**						815 ug/cm2	813.05 ug/cm2		0.95	0.94	OK
7	**PM 2.5 Analyzer**						844 ug/cm2	857.02 ug/cm2		0.96	0.95	OK
8	**Meteorological Parameter**											OK
	Temperature											OK
	Humidity											OK
	Wind Speed											OK
	Wind Direction											OK
	Solar Radiation											OK
	Barometric Pressure											OK
	Rain Fall											OK
9	**Computers**											OK
10	**UPS/ AC / Others**											OK
11	**Data Display Board**											OK

Maintenance Details / Requirement:

Specific Observation(s): All analyzer calibrated satisfactory, NO2 has no factor, it has defined by NO & NOx. PM10 & PM2.5 Analyzer has calibrated & set factor automatically.

Signature of Engineer:

STATION PROTOCOL
FOR
CAAQM STATION UNDER Warranty /AMC/CMC/O&M CONTRACT
CALIBRATION REPORT

Location of CAAQMS :NCL bina **Date:05.08.2022**

S.No.	Parameter	Status	Zero Value		Zero Offset		Span Calibration			K Factor (Span)		Rem.
			Pre	*Post*	Per	*Post*	Span Source	*Pre*	*Post*	*Pre*	*Post*	
1	**CO Analyzer**	OK	0.00	0.00	0.00	0.00	10.00 PPM	11.87	10.89	1.10	1.11	OK
2	**SO_2 Analyzer**	OK	0.00	0.00	0.00	0.00	200 PPB	201.82	200.41	2.66	2.67	OK
3	**NO_x Analyzer**											
	NO	OK	0.00	0.00	0.00	0.00	200 PPB	198.39	201.21	1.07	1.08	OK
	NO_2	OK	0.00	0.00	0.00	0.00	0.0	0.62	0.31			OK
	NOx	OK	0.00	0.00	0.00	0.00	200 PPB	199.01	201.82	1.07	1.08	OK
6	**PM10 Analyzer**						815 ug/cm2	823.05 ug/cm2		0.94	0.90	OK
7	**PM 2.5 Analyzer**						844 ug/cm2	867.02 ug/cm2		0.95	0.93	OK
8	**Meteorological Parameter**											OK
	Temperature											OK
	Humidity											OK
	Wind Speed											OK
	Wind Direction											OK
	Solar Radiation											OK
	Barometric Pressure											OK
	Rain Fall											OK
9	**Computers**											OK
10	**UPS/ AC / Others**											OK
11	**Data Display Board**											OK

Maintenance Details / Requirement: Please provide canopy for display

Specific Observation(s): All analyzer calibrated satisfactory, NO2 has no factor, it has defined by NO & NOx. PM10 & PM2.5 Analyzer has calibrated & set factor automatically.

Signature of Engineer:

Annexure R-ii/7

Health check-up of nearby villagers through CSR

The point wise objection and compliance status of the observations mentioned in report submitted by the oversight Committee in respect of Jayant Project are as follows :-

Recommendations of the Committee (MP)	Objections	Present Status
A. The dust prevention activities by NCL Road the main Jayant Square- Shukla Mod road have not resulted to keep it clean and minimize dust nuisance. Proper scientific measures of dust prevention shall be ensured and strengthening of the road side shoulders of the main Jayant Square- Shukla Mod road shall be undertaken at the earliest and progress reported from time to time.	The compliance status of the recommendation mentioned in the report dated 18.01.2022 was submitted to the oversight committee before there next visit which was mentioned in their report with some observations dated 06.05.2022 and the compliance of the observation mentioned in report dated 06.05.2022 is also submitted on 01.08.2022. The copy of same is attached herewith. ANNEXURE R-vii/1.	At present following nos. of pollution control equipments are deployed for the Jayant- morwa road:- a) Total 05 nos.(03 Nos. of 9 KL capacity and 02 nos. Of 12 KL) water tanker with high pressurized system to avoid the extra spillage of water. b)3Nos. of 12 KL truck mounted mist spray system are deployed. c)In addition to the above, 5 Nos. of 12 KL capacity and 01 no. of 32 KL capacity water tankers are deployed on contractual means which is operative round the clock. d)There are 2 Nos. of Sweeping machines for removal of dust which are deployed at the stated road during the day time. e)The water tanker out of the above is specially deployed for sprinkling on Jayant- morwa road and the additional road constructed for coal transportation from Jayant view point junction to sub-station junction. f)Two nos. of additional water point is in operation wef 15.04.2022 which is located at Hanuman Temple and it has certainly reduced the lead time for effective sprinkling. g)There are 12 persons deployed for sweeping the road manually during day time.

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		h)JCB is deployed for regular basis to uplift the dust accumulated at the side berm of the road so that pollution is minimized. In addition to above the recarpeting, strengthing and widening of existing road from Jayant to Morwa has been completed. The kachcha road from Nigahi to west sub station has also been constructed as CC road so no dust generation of form that road also. The photographs of the same is attached herewith as Annexure ANNEXURE R-vii/1A. **It is Complied since 18.01.2022.**
B. The construction of oil and grease trap along with sedimentation pit of appropriate capacity shall be done at the within two months to further strengthen the existing arrangements or else MPPCB should consider levying environmental compensation and other legal recourse for the same.	The compliance status of the recommendation mentioned in the report dated 18.01.2022 was submitted to the oversight committee before there next visit which was mentioned in their report with some observations dated 06.05.2022 and the compliance of the observation mentioned in report dated 06.05.2022 is also submitted on 01.08.2022. The copy of same is attached herewith. ANNEXURE R-vii/2	The oil & grease trap at SPUR II Morwa siding has been constructed. The Photographed of the same are attached herewith as ANNEVIIURE R-vii/2A. **It is Complied since 01.04.2022.**
C. The alternate route for the transportation of the coal should be	The compliance status of the recommendation mentioned in the report	The construction of dedicated / alternate CC road for coal transportation was completed in

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developed at the earliest in the acquired land of 7.44 hectares. Help of the District administration to overcome any bottlenecks can be solicited.	dated 18.01.2022 was submitted to the oversight committee before there next visit which was mentioned in their report with some observations dated 06.05.2022 and the compliance of the observation mentioned in report dated 06.05.2022 is also submitted on 01.08.2022. The copy of same is attached herewith. ANNEXURE R-vii/3	march 2023 and it was in operation since 31.03.2023. The photographs of coal transport road is also attached herewith ANNEXURE R-vii/3A. **It is Complied since 31.03.2023.**
D. Maintenance of railway sidings operated by NCL shall be undertaken as per the guidelines published by CPCB titled *"Inventorization of Railway Sidings and Guidelines for their Environment Management- March 2015"*. The green net used for the wind breaking wall shall be replaced with GI sheets in 3 months' time.	The compliance status of the recommendation mentioned in the report dated 18.01.2022 was submitted to the oversight committee before there next visit which was mentioned in their report with some observations dated 06.05.2022 and the compliance of the observation mentioned in report dated 06.05.2022 is also submitted on 01.08.2022. The copy of same is attached herewith. ANNEXURE R-vii/4	Spur-I & II Morwa Railway Siding is currently used by Jayant project, NCL for Coal Loading and dispatch. Railway sidings is operated as per the guidelines published by CPCB titled "Inventorization of Railway Sidings and Guidelines for their Environment Management- March 2015". Following Pollution control measures are in operation at Spur Siding: • The continuous water sprinkling is regularly done by mobile water sprinklers & 04 nos. of water tankers are deployed for that purpose. • Wind breaking wall/ retaining wall of {620 m (L) X 5.2 m (H)} has been constructed all along the track of spur –I siding for prevention of air borne dust. • Fixed water sprinklers are installed with automatic functioning along the railway track for suppression of dust.

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		• RCC road from Main road to Spur-I&II siding. • 03 nos. of Mist spray system/ fogging machine is under operation from Jayant mine to Morwa siding. • 02 nos. of pressurized water tanker with 12 KL capacity are in operation. • 03 nos. of 9 KL water tanker departmental and 6 nos. of water tanker outsourced are under in operation for water sprinkling on coal transportation road. • Proper drainage system developed with O&G trap has been constructed combine for SPUR- I & II. • Sufficient amount of green belt is developed with plantation. • The green mat of the wind breaking wall has been replaced with GI sheets. The photographs of pollution control arrangements at siding is attached herewith as ANNEXURE R-vii/4A. **It is Complied since 30.11.2022.**
E. The study report undertaken by the IIT BHU regarding utilization of fly ash in external OB of the mines shall be submitted as soon as it is received.	The compliance status of the recommendation mentioned in the report dated 18.01.2022 was submitted to the oversight committee before there next visit which was mentioned in their report with some observations dated 06.05.2022 and the compliance of the	IIT BHU has completed the study and submitted final reports and has found that it is not safe for the technical reasons to mix flyash with the overburden. However this is a postulate which will certainly not promote the use of fly ash in mine OB dumps of Singrauli region. However another study for feasibility for mixing of fly ash with OB is in progress by the CIMFR in Nigahi mines and on the basis of outcomes of the study further decision for mixing of fly ash with

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Dakesh 24/6/2024

	observation mentioned in report dated 06.05.2022 is also submitted on 01.08.2022. The copy of same is attached herewith. ANNEXURE R-vii/5	over burden was taken by the NCL management. The study is expected to be completed by 31.03.2024. **It is Complied since 01.03.2022.**
F. The progress of construction work of additional capacity CHP in the Jayant Mine is not satisfactory. Additional efforts shall be taken by the NCL management so as to complete it by March 2022.	The compliance status of the recommendation mentioned in the report dated 18.01.2022 was submitted to the oversight committee before there next visit which was mentioned in their report with some observations dated 06.05.2022 and the compliance of the observation mentioned in report dated 06.05.2022 is also submitted on 01.08.2022. The copy of same is attached herewith. ANNEXURE R-vii/6	The CHP with 15 MTPA incremental capacity has been commissioned and it is in operation. The phase wise commissioning date of CHP are mentioned below : • West Stream operational from 27.12.2022 • East Stream operational from 12.04.2023 • Central Stream operational from 08.08.2023. Quantity of Coal dispatched through new CHP during the year 2022-23 and 2023-24 are as follows : Year 2022-23 : 1.15 Mil. T Year 2023-24 : 9.33 Mil. T The photographs of CHP is attached herewith as ANNEXURE R-vii/6A. **It is Complied as mentioned above.**
G. The regular calibration of the CAAQMS installed by the mines shall be ensured as per the prescribed frequency of calibration and reported from time to time.	The compliance status of the recommendation mentioned in the report dated 18.01.2022 was submitted to the oversight committee before there next visit which was mentioned in their report with some observations dated 06.05.2022 and the compliance of the observation mentioned in report dated 06.05.2022 is also submitted on 01.08.2022. The copy of	Regular calibration of CAAQMS is done. The calibration report for March 2024 is attached herewith ANNEXURE R-vii/7A. **It is Complied since 01.06. 2019.**

5/6

24/6/2024

	same is attached herewith. ANNEXURE R-vii/7	
I. Health check up of villagers through mobile medical van should be continued for the detection of the occupational diseases like silicosis, fluorosis etc. and treatment be provided under CSR activities and reported from time to time.	The compliance status of the recommendation mentioned in the report dated 18.01.2022 was submitted to the oversight committee before there next visit which was mentioned in their report with some observations dated 06.05.2022 and the compliance of the observation mentioned in report dated 06.05.2022 is also submitted on 01.08.2022. The copy of same is attached herewith. ANNEXURE R-vii/8	The health & nutritional camp are regularly organized by Jayant Project in the nearby villages under CSR. The details are as follows : Year | No. Of camps | Beneficiary in nos. 2022-23 | 7 | 1072 2023-24 | 18 | 2723 **It is complied since 01.04.2022.**

21/6/24
Nodal Officer (Env.)
Jayant Project
Rakesh

24/6/24
Staff Officer (Civil)
Jayant Project

24/6/24
Staff Officer (E&M)
Jayant Project

24/6/24
Area General Manager
Jaayant Project

ANNEXURE-R1

Additional point not mentioned in recommendation dated 18.01.2022 :

With reference to the letter no *585/HO/Mine/PCB/2023 dtd. 17.03.2023* wherein its stated about the details of inspection by the oversight committee on dtd. 04.05.0222 and imposition of environmental compensation for amount of Rs. 5,47,50,000/- for last five year period for non- compliance regarding discharge of effluent into Bliya nallah by the Jayant Project.

Objection : In the recommendation of same committee of their visit for inspection dated 18.01.2022, not mentioned in any point of their report that there are any discharge of effluent for Jayant Mine into Balia nallah and after their next visit for inspection on dated 04.05.2022 they have imposed the Environmental compensation for the non- compliance which was not reported in last quarterly report and calculated the EC for the period of last five year. However Jayant Project have made all necessary arrangements for implementation zero liquid discharge. To ensure the zero discharge of effluent following arrangement have been made by the project :

The following details are hereby submitted in reply of the aforesaid letter:

1. Jayant OCP is a mega mine of NCL and CIL having the annual capacity of 30 MTPA.

2. The project is committed to ensure all the parameters for prevention and control of water Pollution and abide by all the statutory laws as well.

3. In order to ensure ZERO discharge from the mine , there are two nos. ETP (capacity 32 MLD and 8 MLD) already established and functioning properly.

4. There are at least 6 nos. of siltation ponds where any discharge from the mine is collected and recycled to ETP for its treatment . The treated water is again used in workshop, HEMM washing, CHP, haul road spraying and other industrial purposes.

5. There are 02 nos. of pump houses (TS-I and TS-II) which continuously recycles any waste effluent to ETPs for treatment.

6. In addition to the above arrangements for prevention and control of water pollution at Jayant Project, a new siltation pond of 25 lakh Cum with proper pumping arrangement for recycling and treatment of the waste effluent has been constructed. This pond is located at the downside of the property/mine to ensure the ZERO discharge.

21/6/2024
Dy. Manager (Env.)
Jayant Project

21/6/24
Nodal Officer (Env.)
Jayant Project

ANEEXURE R-vii/1 to 8

Sub: ATR on report on Oversight Committee of NGT in compliance with the order dated 18.01.2022 of NGT in OA 164/2018 (Ashwani Kumar Dubey vs. Union of india and ors.) and other related.

The point wise compliance status as on 01.08.2022 against the recommendation made by oversight committee of NGT in respect of Jayant Project are as follows :

Sr. No.	Recommendations as on 18.01.2022	Status as on 06.05.22	Current Status as on 01.08.22
A	The dust prevention activities by NCL Road the main Jayant Square Shukla Mod road have not resulted to keep it clean and minimize dust nuisance. Proper scientific measures of dust prevention shall be ensured and strengthening of the road side shoulders of the main Jayant Square-Shukla Mod road shall be undertaken at the earliest and progress reported from time to time.	NCL mine management has reported affirmative compliance that dust accumulated on the main Jayant Square-Shukla Mod is regularly cleaned and mobile tankers; Truck Mounted Fog Cannons are deployed on regular basis to minimize the dust nuisance. Strengthening, widening and re-carpeting of Jayant Singrauli road fromJayant Bus Stand to Kanta More and resurfacing of road from Kanta Mod to Block B railway	At present following nos. of pollution control equipments are deployed for the Jayant- morwa road:- a) Total 05 nos.(03 Nos. of 9 KL capacity and 02 nos. Of 12 KL) water tanker with high pressurized system to avoid the extra spillage of water. b) 3 Nos. of 12 KL truck mounted mist spray system are deployed. c) In addition to the above, 5 Nos. of 12 KL capacity and 01 no. of 32 KL capacity water tankers are deployed on contractual means which is operative round the clock. d) There are 2 Nos. of Sweeping machines for removal of dust which are

f-15

		crossing including comprehensive maintenance for 5 years, will be completed by 31.12.2022. The compliance reported by NCL management is placed as ENCLOSURE 3 However during inspection, it has been observed that the arrangements for the dust suppression on the roads i.e. road sweeping machine, water sprinkler etc are only for name sake and have resulted in very less improvement. The reason being that lesser machines are unscientifically deployed and there is very limited administrative vigil on the operations and functioning of these machines. Strengthening of the road side shoulders has not been	deployed at the stated road during the day time. e) The water tanker out of the above is specially deployed for sprinkling on Jayant- morwa road and the additional road constructed for coal transportation from Jayant view point junction to sub-station junction. f) Two nos. of additional water point is in operation wef 15.04.2022 which is located at Hanuman Temple and it has certainly reduced the lead time for effective sprinkling. g) There are 12 persons deployed for sweeping the road manually during day time. h) JCB is deployed for regular basis to uplift the dust accumulated at the side berm of the road so that pollution is minimized.

		done which is the main recommendation of the previous reports but so far not fulfilled by NCL management.	
B	The construction of oil and grease trap along with During inspection by the committee on 4th May 2022, it has been found K sedimentation pit of appropriate capacity shall be done at the within two months to further strengthen the existing arrangements or else MPPCB should consider levying environmental compensation and other legal recourse for the same.	During inspection by the committee on 4th May 2022, it has been found that the oil & grease trap has not been constructed by the NCL management at the Spur I & II of Morba Railway Siding. An intermediate tank constructed to capture any direct discharge. Still 3 months more time is being demanded by the NCL management. (ENCLOSURE 3).	The oil & grease trap at SPUR II Morwa siding has been constructed. The Photographed of the same are attached herewith as Annexure A-1.
C	The alternate route for the transportation of the coal should be developed at the earliest in the	It has been found by the committee during inspection that an alternate portion of	The construction work of road has been started and expected to be completed as per schedule. The photographs of

	acquired land of 7.44 hectares. Help of the District administration to overcome any bottlenecks can be solicited.	road for coal transportation from Jayant mine and Nigahi Mine has also been started, which is all together "Kuchcha" thereby adding to the already dusty conditions of road transportation. M/s NCL has reported that construction of road from West Substation of Jayant to Kanta More Jayant including comprehensive maintenance for 5 years, & letter of acceptance has been issued on 22.03.2022 for Cement Concrete road of 3.2 kms length and 19 m width which will be completed by 30.04.2023.	ongoing work is attached herewith as Annexure A-2. To control the dust generation on kachcha road 3 Nos. of 12 KL capacity water tankers are deployed on contractual means which is operative round the clock.
D	Maintenance of railway sidings operated by NCL shall be undertaken as per the guidelines published by CPCB titled	NCL management has reported compliance, however the green net that has been installed on the	Tender has been floated and it may take approx 3 months time for completion of the work i.e. replacement of green net by GI sheet.

4

	"Inventorization of Railway Sidings and Guidelines for their Environment Management-March 2015". The green net used for the wind breaking wall shall be replaced with GI sheets in 3 months' time.	upper portion of the wind breaking wall has not been replaced with GI sheets, for which the NCL management has again put forth a futuristic assurance without any timelines.	
E	The study report undertaken by the IIT BHU regarding utilization of fly ash in external OB of the mines shall be submitted as soon as it is received.	IIT BHU has completed the study and submitted final reports and has found that it is not safe for the technical reasons to mix flyash with the overburden. However this is a postulate which will certainly not promote the use of fly ash in mine OB dumps of Singrauli region.	As per MoM dtd. 27.06.2022, the disposal of flyash is possible only in un-operational and abandoned mines. Jayant is a running mine with high stripping ratio and annual target of 25 MTPA coal production , so its difficult to mix /use flyash.(copy enclosed)
F	The progress of construction work of additional capacity CHP in the Jayant Mine is not satisfactory. Additional efforts shall be taken by the NCL	NCL management has reported that the overall physical progress till 30.04.2022 is 73.79 % and	As on 31.07.2022, the overall progress of new CHP is 80.43 %. ➢ The western section (5 MTPA) is expected to be commisioned by

	management so as to complete it by March 2022.	all efforts are being made to expedite the work. No final time lines have been given. (ENCLOSURE 3)	31.10.2022. ➢ The eastern section (5 MTPA) is expected to be commisioned by 31.12.2022 ➢ The coal section (5 MTPA) is expected to be commisioned by 31.03.2022.
G	The regular calibration of the CAAQMS installed by the mines shall be ensured as per the prescribed frequency of calibration and reported from time to time.	NCL management has submitted compliance (ENCLOSURE 3).	It is Complied.
H	The removal of OB by the Nigahi coal mine of M/s NCL---------- environmental compensation and other legal recourse for the same.	Nigahi Mine management has submitted that the removal of OB has been done by 15-4-22 and three layered protection work is being done which will be completed by 15-6-22. ---------- guidance of the district administration.	Not related to Jayant Project.

I	Health check up of villagers through mobile medical van should be continued for the detection of the occupational diseases like silicosis, fluorosis etc. and treatment be provided under CSR activities and reported from time to time.	Mine management has reported compliance for the years 20-21 and 21-22 as per ENCLOSURE 3. It has also been reported that no case of silicosis / fluorosis has been diagnosed.	The health camp are regularly organized by Jayant Project in the nearby villages under CSR. The details are as follows: Year / No. Of camps / Beneficiary 2020-21 / 07 / 1353 2021-22 / 05 / 866 It is complied.

1/8/22
Staff Officer (Civil)
Jayant

Staff Officer (Civil)
Jayant

For Point No - E
04/8/22
Staff Officer (C&M)
Jayant

7-

ANNEXURE R-vii/1A.

Earlier kachcha Nigahi to Jayant link road has been converted to CC road .

Truck Mounted mist spray system on coal transport road

Pressurised water tanker 12 KL capacity

ANNEXURE R-vii/2A.

Oil & Grease Trap constructed at SPUR II Morwa siding

ANNEXURE R-vii/3A.

Dedicated CC road for coal transport and public transport separately

ANNEVXURE R-vii/4A

Wind breaking wall along Morwa SPUR I siding

Fixed Sprinklers / jet spray system and wind breaking wall along Morwa siding

9 KL pressurised water tanker on coal transport road.

ANNEXURE R-vii/6A

Loading of coal through Silo III of new CHP at Jayant

Silo of New CHP

ANNEXURE VII/7A

envea™
Environnement SA India Pvt Ltd

STATION PROTOCOL

FOR

CAAQM STATION UNDER Warranty /AMC/CMC/O&M CONTRACT

CALIBRATION REPORT

Location of CAAQMS :NCL JAYANT **Date:15.03.2024**

S.No.	Parameter	Status	Zero Value		Zero Offset		Span Calibration			K Factor (Span)		Rem.
			Pre	*Post*	Per	*Post*	Span Source	*Pre*	*Post*	*Pre*	*Post*	
1	**CO Analyzer**	OK	0.00	0.00	0.00	0.00	10.00 PPM	10.29	11.05	1.09	1.10	OK
2	**SO_2 Analyzer**	OK	0.00	0.00	0.00	0.00	200 PPB	198.09	201.29	1.30	1.31	OK
3	**NO_x Analyzer**											
	NO	OK	0.00	0.00	0.00	0.00	200 PPB	198.20	199.20	1.01	1.02	OK
	NO_2	OK	0.00	0.00	0.00	0.00	0.0	0.91	0.76			OK
	NOx	OK	0.00	0.00	0.00	0.00	200 PPB	199.20	198.35	0.72	0.73	OK
6	**PM10 Analyzer**	OK					836 ug/cm2	837.21 ug/cm2		0.94	0.97	OK
7	**PM 2.5 Analyzer**	OK					819 ug/cm2	821.63 ug/cm2		0.91	0.93	OK
8	**Meteorological Parameter**											OK
	Temperature											OK
	Humidity											OK
	Wind Speed											OK
	Wind Direction											OK
	Solar Radiation											OK
	Barometric Pressure											OK
	Rain Fall											OK
9	**Computers**											OK
10	**UPS/ AC / Others**											OK
11	**Data Display Board**											OK

Maintenance Details / Requirement:

Specific Observation(s): All analyzer calibrated satisfactory, NO2 has no factor, it has defined by NO & NOx. PM 10 & PM 2.5 Analyzer has calibrated & set factor automatically.

Signature of Engineer:

Dt 5/3/2024
Manager (Env/Mgt)
Jayant Project, NCL

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

एन सी एल
NCL

Northern Coalfields Limited
(AMiniRatna Company)
(A subsidiary of Coal India Limited)

Office of the General Manager, Nigahi Project
CIN- U10102MP1985GOI003160
An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company
Post- Nigahi Project, Distt- Singrauli, M.P. PIN-486884
Phone: 07805-276306, (FAX) 276306 email: cgmngh.ncl@coalindia.inwebsite : www.nclcil.in

No.: NGH/GM/SO(M)/Envt./24-25/50 Date : 29.06.2024

To,

The General Manager (Environment/ Forest)

NCL, Singrauli

Subject : Details of Objections and Present Status in the matter of OA No. 164/2018 (Ashwani Dubey vs Union of India & others)

Ref. : Your letter no. 863 dated 26.04.2024

Dear Sir,

With reference to above, requisite information in respect of Nigahi Project is attached herewith in prescribed format.

This is for your kind information and further needful please.

Yours Faithfully,

29/6/24

General Manager,
Nigahi Area, NCL

Copy :

- HOD (Legal), NCL HQ

Details of Objections and Present Status in the matter of OA No. 164/2018 (Ashwani Dubey vs Union of India & others)

Recommendations of the Committee (MP)	Objections	Present Status
E. The study report undertaken by the IIT-BHU regarding utilization of fly ash in external OB of the mines shall be submitted as soon as it is received.	Final study report has been received from IIT-BHU and submitted timely to the MPPCB on 07.01.2022.	Final study report has been received from IIT-BHU and submitted to the MPPCB on 07.01.2022. IIT BHU has suggested: *"It is technically not feasible to dump the fly ash in mine dump due to geo mining conditions, high stripping ratio, huge rate of OB removal, huge catchment area, unstable slope in water conditions and Factor of Safety."* In order to explore further possibilities of fly ash filling in operational mine of Nigahi Project, prestigious institute CSIR CIMFR Dhanbad has also been engaged, which is conducting study on the feasibility aspects of fly ash filling based on the actual field trials. Field trial study has been completed by the CSIR CIMFR Dhanbad during March' 2024 and report is awaited for assessing the impact of rainfall on the slope stability of OB dump mixed with Fly Ash.
G. The regular calibration of the CAAQMS installed by the mines shall be ensured as per the prescribed frequency of calibration and reported from time to time.	At the time of inspection, the work for Annual Maintenance Contract was already in operation, which included calibration of CAAQMS on monthly basis. The copy of award of work to M/s M/s Environment S.A. Pvt Ltd (Now name changed to M/s Envea India Private	CAAQMS of Nigahi Project is being calibrated regularly as per the current operation and maintenance contract vide no. GEMC-511687739371125 dated 09-Feb-2024. Copy enclosed as ***Annexure-II***. Latest three months calibration reports are enclosed herewith as ***Annexure-III***.

	Ltd) is enclosed herewith as ***Annexure-I***. Regular calibration of the CAAQMS is being ensured as per the prescribed frequency. Report of the calibration is regularly being submitted along with ATR on quarterly report of the Oversight Committee.	
H. The removal of OB by the Nigahi coal mine of M/s NCL from the Mudwani dam and M/s Moher & Moher Amlohri captive Coal Mine of M/s Sasan Power Ltd. from the agriculture land of farmers, has been dissatisfactory and long time has been planned for its clearance. Both the mines should complete OB removal by March 2022 and report about the compensation paid to affected locals. For further delay, MPPCB should consider levying environmental compensation and other legal recourse for the same	OB deposited due to the rain cut in the de-silting zone before Mudwani Dam (12,000 CuM) was removed by Nigahi Project during the period from 29.04.2022 to 30.05.2022. This is to submit that the accumulation of silt as observed by the committee, was in the area of de-silting zone only. It is further submitted that desilting work is an ongoing activity carried out on regular basis. The silt is confined to the desilting arrangement area and is never allowed to breach the protective measures and thereby Mudwani Reservoir is fully protected with above protection measures.	OB deposited due to the rain cut in the de-silting zone before Mudwani Dam (12,000 CuM) was removed by Nigahi Project during the period from 29.04.2022 to 30.05.2022. Further, details of various protective measures undertaken by Nigahi Project for protection of Mudwani dam are as follow: a) As per the recommendation of the committee, additional de-siltation of natural silt from Mudwani Reservoir (87,343 CuM) has also been carried out by Nigahi Project in FY 2023-24. b) In addition to the existing slope protection measures to prevent the Mudwani Reservoir, following additional measures have been carried out during the FY 23-24 : • Construction of RRM - 170.00 m^3 • Stone Pitching- 963.90 m^3 • Construction of Gabion wall-4258.00 m^3 • Providing and fixing of sand bags — 10,600 numbers c) For faster reclamation and control of soil erosion from the reclaimed OB dump rain-cut area, following measures have been

<table>
<tr>
<td></td>
<td></td>
<td>undertaken :
• Three tier dense plantation @ 1.5 m x 1.5 m spacing, has been taken up through M/s MPRVVN
• Incorporation of Drip Irrigation for faster reclamation and control of soil erosion.
• Spreading of grass seeding by drones to inaccessible areas of OB dumps.
Geo-tagged photographs of above activities are <u>Annexure-IV.</u></td>
</tr>
<tr>
<td>I. Health check up of villagers through mobile medical van should be continued for the detection of the occupational diseases like silicosis, fluorosis etc. and treatment be provided under CSR activities and reported from time to time.</td>
<td>Under CSR activities, medical camps are regularly being organized for health checkup of nearby villagers.</td>
<td>Under CSR activities, health checkup camps are being regularly organized for medical checkup of nearby villagers and no case of Silicosis/ Fluorosis was diagnosed. As per requirement, medicines/ medical treatment is being provided to the villagers. Details of health camps organized by Nigahi Project during previous five years are as follows:
<table>
<tr><th>Villagers</th><th>Nos. of Camps</th><th>Nos. of Beneficiary Villagers</th></tr>
<tr><td>2019-20</td><td>15</td><td>2537</td></tr>
<tr><td>2020-21</td><td>7</td><td>770</td></tr>
<tr><td>2021-22</td><td>3</td><td>494</td></tr>
<tr><td>2022-23</td><td>7</td><td>790</td></tr>
<tr><td>2023-24</td><td>19</td><td>1845</td></tr>
</table>
</td>
</tr>
</table>

20/6/24

General Manager,
Nigahi Area, NCL

(UNDER JURISDICTION OF SINGRAULI COURT ONLY)

ANNEXURE-1

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

एन सी एल
NCL

Northern Coalfields Limited
(A Miniratna Company)
(A subsidiary of Coal India Limited)

Materials Management Department

CIN- U10102MP1985GOI003160
An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company
पोस्ट- सिंगरौली कोलियरी, जिला- सिंगरौली, म.प्र., पिन 486889/ Post- Singrauli Colliery, Distt- Singrauli, M.P. PIN-486889
Phone: 07805- 266388, (FAX) 266640 email: gmmm@ncl.gov.in website : www.nclcil.in

Ref: No. 63814 065 /317A1069/ CAAQMS Dated: 28.09.2018

FORMAL ORDER

Type of Tender	Category of firm	Status of firm	Items Category
Open (Global)	Pvt.	Manufacturer	Other P&M

To,
M/s Environnement S.A. Pvt. Ltd.
D/16, 3 & 4, TTC Industrial Area,
MIDC Turbhe, Navi Mumbai-400 705
M. No.- 9920010519
E-mail: sales.india@environnement-sa.com

Vendor Code-

Sub : Supply , Installation and Commissioning of Continuous Ambient Air Quality Monitoring Station (CAAQMS) with Weather Monitoring Station and Mercury Ambient Air Station with 03 years CAMC after expiry of warrantee period of 01 years at different projects of NCL.

Ref: 1. This office E-Procurement Tender No. NCL/SGR/MMD/317A1069/108 dtd. 23.12.2017 (Tender ID: 2017_NCL_89219_1), opened on 13.02.2018
2. Your offer submitted on e-procurement portal (Bid ID: 273701) and subsequent correspondences last dated 24.09.2018

Dear Sirs,

With reference to the above, we hereby place our Formal Supply Order on you for supply of the following material. The supply shall be governed by the specification, prices, terms & conditions mentioned here under and also unless otherwise specified as per General Terms & Conditions enclosed with the NIT.

SCOPE OF SUPPLY:

M/s Environnement S.A. Pvt. Ltd.

Sl. No.	Item Description	Price Head	Basic Rate (Rs.)	Extended Value (Rs.)
1.	Continuous Ambient Air Quality Monitoring Station (CAAQMS) Qty.- 05 sets	Unit Basic Rate Per Set	2734185.00	13670925.00
		P&F Charges	0.00	0.00
		Freight charges per Unit @0.5%	13670.93	68354.65
		Transit Risk Insurance charges per Unit @0.5%	13670.93	68354.65
		Applicable rate of GST @18%	497074.83	2485374.15
		Installation & Commissioning Charges	0.00	0.00
		Landed Rate inclusive of all Taxes & Duties	3258601.68	16293008.40
	CAMC for 3 years on absolute value after expiry of warrantee period of 01 years		1292923.00	6464615.00
	CAMC for 3 years on absolute value with GST@18% extra		232726.14	1163630.70
	Total Landed price including CAMC charges on absolute value (Rs.) with GST extra		4784250.82	23921254.10

28/09/18

28/09/18

Ref: No. 63814 065 /317A1069/ CAAQMS
M/s Environnement S.A. Pvt. Ltd.

Dated: 28.09.2018

2.	Continuous Ambient Air Quality Monitoring Station (CAAQMS) and Portable/Continuous mercury analyzer Qty. -04 Sets	Unit Basic Rate Per Set	3243223.00	12972892.00
		P&F Charges	0.00	0.00
		Freight charges per Unit @0.5%	16216.12	64864.48
		Transit Risk Insurance charges per Unit @0.5%	16216.12	64864.48
		Applicable rate of GST @18%	589617.94	2358471.76
		Installation & Commissioning Charges	0.00	0.00
		Landed Rate inclusive of all Taxes & Duties	3865273.17	15461092.68
	CAMC for 3 years on absolute value after expiry of warrantee period of 01 years		1226891.00	4907564.00
	CAMC for 3 years on absolute value with GST@18% extra		220840.38	883361.52
	Total Landed price including CAMC charges on absolute value (Rs.) with GST extra		5313004.55	21252018.20
Total LandedValue including CAMC charges on absolute value (Rs.) with GST extra				45173272.30

(Detailed Technical Specifications for Equipment & Accessories are as per Enclosed Annexure-I)

Total Purchase (Landed) Value:- Rs. 4,51,73,272.30 (Rupees Four Crore Fifty One Lakhs Seventy Three Thousand Two Seventy Two Paise Thirty Only)

TERMS & CONDITIONS:

1. BASIS OF PRICE : Prices are on FOR destination basis, Basic equipment price inclusive of Packing & Forwarding charges up to destination including Installation & commissioning charges, However Freight & Insurance Charges to be paid extra. The prices shall remain firm till completion of supplies.

2.PACKING & FORWARDING CHARGES: Inclusive.

3. FREIGHT & INSURANCE CHARGES:- Freight charges per Unit @0.5% & Transit Risk Insurance charges per Unit @0.5% extra at actuals against documentary evidence. Safe arrival of materials at destination will be your responsibility.

4. GST : GST shall be payable extra at actuals at legally applicable rate at the time of supply . Presently applicable rate is @ 18% for equipment and CAMC charges each .

If there is any statutory increase in the rates of taxes & Duties during the extended Delivery Period (beyond stipulated delivery period), NCL shall not pay increase in the Taxes and Duties and shall be borne by you and in case there is any decrease, the same shall be passed on to NCL.

Firm shall submit Auditor's Certificate along with the bill confirming that refund/ credit, if any, obtained against GST shall be passed on to Northern Coalfields Ltd.

5. INSTALLATION & COMMISSIONING - Installation and commissioning of the equipment at site will be done by you free of cost. The Installation of Equipment will be done at respective consignee's end. Installation / Inspection Report to this effect would be issued by the consignee or his authorized representative.

6. DELIVERY PERIOD:- The tenderer will be required to supply complete set of equipment along with warranty spares, Tools and Tackles etc within 03 months from the date of order at the regional store of the concerned Project/Area.

Lohardar
28/09/18

20/09/18

Ref: No. 63814 065 /317A1069/ CAAQMS Dated: 28.09.2018

M/s Environnement S.A. Pvt. Ltd.

Further the successful bidder will be required to complete installation and commissioning of the complete set of equipment of CAAQMS within 01 month from the date of handover of the room for installation of equipment.

Delivery schedule shall be reckoned from the 10th day from the date of order. The date of receipt of materials at our stores shall be treated as the delivery for FOR destination contract.

7. CONSIGNEE:-

Item 1. Supply , Installation and Commissioning of Continuous Ambient Air Quality Monitoring Station (CAAQMS) with Weather Monitoring Station at different projects of NCL alongwith CAMC for a period of 03 years after warrantee period of 01 year.

Sl. No.	Name of the Project	(Sets)	CONSIGNEE
1	BINA (UP)	01	The Depot Officer, Northern Coalfields Limited, Regional Stores, Bina Project, P.O. Bina Colliery, Distt. Sonebhadra (UP)
2	DUDHICHUA (UP)	01	The Depot Officer, Northern Coalfields Limited, Regional Stores, Dudhichua Project, P.O. Khadia Colliery, Distt. Sonebhadra (UP)
3	KAKRI (UP)	01	The Depot Officer, Northern Coalfields Limited, Regional Stores, Kakri Project, P.O. Kakri Colliery, Distt. Sonebhadra (UP)
4	KHADIA (UP)	01	The Depot Officer, Northern Coalfields Limited, Regional Stores, Khadia Project, P.O. Khadia Colliery, Distt. Sonebhadra (UP)
5	Block-B	01	The Depot Officer, Northern Coalfields Limited., Regional Stores Block B, Jayant P.O. Gorbi Colliery, Dist. Singrauli (M.P) – 486 889

Item 2. Supply , Installation and Commissioning of Continuous Ambient Air Quality Monitoring Station (CAAQMS) with Weather Monitoring Station and Mercury Ambient Air Station at different projects of NCL alongwith CAMC for a period of 03 years after warrantee period of 01 year.

Sl. No.	Name of the Project	(Sets)	CONSIGNEE
1.	AMLOHRI (MP)	01	The Depot Officer, Northern Coalfields Limited, Regional Stores, Amlohri Project, P.O. Amlohri Colliery, Distt. Singrauli (MP)
2	JAYANT (MP)	01	The Depot Officer, Northern Coalfields Limited, Regional Stores, Jayant Project, P.O. Jayant Colliery, Distt. Singrauli (MP)
3	JHINGURDA (MP)	01	The Depot Officer, Northern Coalfields Limited, Regional Stores, Jhingurda Project, P.O. Singrauli Colliery, Distt. Singrauli (MP)
4	NIGAHI (MP)	01	The Depot Officer, Northern Coalfields Limited, Regional Stores, Nigahi Project, P.O. Nigahi Colliery, Distt. Singrauli (MP)

Note: Supplier shall have to raise separate invoices for supply in UP and MP state.

MPGSTIN No. 23AABCN4884H1ZE & UPGSTIN No. 09AABCN4884H1Z4

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M/s Environnement S.A. Pvt. Ltd.

8. SECURITY DEPOSIT: You will be required to submit Security deposit @ 10% of the total value of the equipment on FOR Destination (Landed Value including CAMC charges) i.e. Rs. 45,17,327.00 in the form of Demand Draft in favour **Northern Coalfields Ltd. payable at SBI, Morwa Branch (Code : 3767)**, Singrauli (MP). The Security Deposit can also be submitted in the form of Bank Guarantee of any schedule Bank as per the format enclosed (Annexure-II) & it shall remain valid for a period of minimum 06 months from the date of its issue.

Two weeks' time (15 days) shall be given from the date of the order to the successful tenderer to furnish the Security Deposit. In case the firm fails to deposit the security money, the order shall be cancelled and the case shall be processed to order elsewhere and the firm's performance is to be kept recorded for future dealings with them.

Note : In case, Security Deposit is submitted in the form of Bank Guarantee, the followings may pl be noted :

i. The Bank Guarantees should be issued through Structured Financial Messaging System.

ii. Beneficiary bank / branch IFSC Code: ICICI0003529 should be mentioned.

iii. Beneficiary Bank / Branch Name & address should be mentioned as ICICI Bank Ltd., Singrauli Branch, Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889

iv. If the Bank Guarantee is issued by ICICI Bank branches, the following may please be incorporated:

"We shall be liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before ..... at ICICI Bank Ltd., Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889."

Security Money shall be refunded within 30 (thirty) days of satisfactory execution of the contract. For unsatisfactory performance and/or contractual failure, the security money shall be forfeited.

9. PAYMENT TERMS:

(i) For Equipments:-

(i) 80% value of the equipment and accessories and 100% taxes and duties excluding installation & commissioning charges shall be made within 21 days from the date of receipt and acceptance of material at Regional Store by the consignee and against acceptance of the performance guarantee.

(ii) Balance 20% payment of equipment (excluding taxes and duties) and 100% installation and commissioning charges shall be made after successful completion of erection, testing, commissioning and final acceptance of the equipment upon presentation of certificates from the GM (Env.), NCL HQ to the effect that the equipment has been erected and commissioned to their entire satisfaction.

(ii) For CAMC Charges : Payment for CAMC charges is to be released on yearly basis within 21 days of submission of bill and on receipt of satisfactory compliance report from user Deptt. The payment shall be made by Electronic Fund Transfer (EFT) or e-payment/ Account Payee Cheque.

10. Bankers Name, Address & Account No.:- Axis Bank Limited,Everest Infotech Park, Ground Floor, Plot No. D-3, Ttc Industrial Area, Midc, Turbhe, Navi Mumbai – 400705, Current Account, Bank Account No. 911020064767010, IFSC Code UTIB0001469.

11. PAYING AUTHORITY: Payment of equipment with installation & commissioning charges shall be made by Area Finance Manager, NCL HQ., Singrauli and payments of CAMC charges (in Indian Rupees) will be made by Concerned Area Finance Manager (AFM), of Consignee.

12. SUBMISSION OF BILLS: Initially bill for 80% amount with taxes & duties ,duly stamped and pre-receipted shall be submitted in triplicate to the Paying Authority with the following documents:

(i) Consignment Note.
(ii) Challan.
(iii) Copy of Bills.
(iv) Guarantee/Warranty Certificate.

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(v) Performance Bank Guarantee @ 10%.
(vi) Bi-partite CAMC Agreement.
(vii) Copy of the Inspection Note.
(viii) Any other document required as per order duly authenticated.

Note:- A set of above documents should be submitted to the consignee.

After installation & commissioning of equipment , bill for balance 20% amount, duly stamped and pre-receipted shall be submitted in triplicate to the Paying Authority alongwith installation certificate.

13. PACKING: Material should be properly packed in cartoon Boxes to avoid damage of the content during transit Packing of all the materials shall conform to the requirements of the carriers.

14.MODE OF DESPATCH : Road transportation on Door Delivery basis at your risk.

15.LOWEST PRICE CERTIFICATE: You shall certify on the body of each bill that the "prices charged are the lowest and is the same as applicable to other Government departments / Public Sector Undertakings, CIL and its subsidiaries & other Organisations".

16. INSPECTION: Final inspection will be carried out by authorized representative of GM, Amlhori/Khadia projects, at the consignee's end.

17.RISK PURCHASE: In the event of failure of supplier to deliver or dispatch the stores within the stipulated date / period of the supply order, or in the event of breach of any of the terms and conditions mentioned in the supply order, Northern Coalfields Limited have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. It is mentioned clearly that in the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any other supplies pending at NCL and also in any other Subsidiary Company/Coal India Ltd.

18. LIQUIDATED DAMAGE CLAUSE: In the event of failure to deliver the stores within the stipulated date/period in accordance with the samples and/or specification mentioned in the supply order and in the event of breach of any of the terms & conditions mentioned in the supply order, NCL shall have the right:

a. To recover from the successful tenderer as agreed liquidated damages, a sum of 0.5% (half percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (ten percent). Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.

b. Or to purchase elsewhere after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of similar description without canceling the supply order in respect of the consignment not yet due for supply or

c. To cancel the supply order or a portion thereof and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also

d. To extend the period of delivery with or without penalty as may be considered fit and proper the penalty, if imposed shall not be more than agreed liquidated damage referred to in clause (a) above,

e. To forfeit the security deposit fully or partly

f. Whenever under this contract, a sum of money is recoverable from and payable to the suppliers, NCL shall be entitled to recover such sum by appropriating in part or in whole for deducting any sum or at any time thereafter may become due to the successful tenderer in this or any contract should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay NCL on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

19. FORCE MAJEURE: If the execution of the contract/supply order is delayed beyond the period stipulated in the contract/supply order as a result of outbreak of hostilities, declaration of

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an embargo or blockage or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then the NCL may allow such additional time by extending the delivery period as he considers to be justified by the circumstances of the case and its decision in this regard shall be final.

If and when additional time is granted by the purchaser, the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Power failure will not be considered as a force majeure conditions.

(a) The successful bidder will advise, in the event of his having to resort to this clause, by a registered letter, duly certified by the local chamber of commerce, or statutory authorities, the beginning and end of the causes of the delay, within15 days of the occurrence and cession of such force majeure conditions. In the event of delay last out of force majeure,

NCL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.

(b) For delay arising out of Force majeure, the bidder will not claim any extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither NCL nor the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.

20.Comprehensive Annual Maintenance Contract(CAMC)

The following will be the charges for CAMC for 08 years will start after successful completion of 01 years warranty period ;

CAMC charges for	1st Year (after warrantee period of 01 year)	2nd Year	3rd Year	Total
1. Continuous Ambient Air Quality Monitoring Station (CAAQMS)	410128.00	430630.00	452165.00	1292923.00
2. Continuous Ambient Air Quality Monitoring Station (CAAQMS) and Portable/Continuous mercury analyzer	389174.00	408643.00	429074.00	1226891.00

GST as applicable during CAMC period shall be paid extra. Present rate is 18.00%.

CAMC contract will be concluded by the user department and payment of CAMC charges shall be made on quarterly basis in Indian rupee after acceptance by Nodal Officer (Env) of concerned project.

The scope of Comprehensive Annual Maintenance Contract (CAMC) and Terms & Conditions of penalty in CAMC will be as per Technical Parameter Sheet.

21. PRICE FALL CLAUSE: You have to undertake that you have not supplied / is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product / Systems or Subsystems was supplied by you to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by you to the us.

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22. WARRANTY/GUARANTEE:

The supply shall be covered by the maker's standard guarantee as follows:
You shall warrant that the items supplied under the contract/ supply order

1. Is new, unused and of current design not likely to be discontinued or become obsolete till the life of the offered equipment.
2. Is in accordance with the contract specifications.
3. Shall have no defects arising out of design, materials or workmanship.

You shall give a warranty of satisfactory performance of the complete equipments for a period of 12 months from the date of fitment or 18 months from the date of dispatch, whichever is earlier.
The supplier shall be responsible for any defects that they develop under the conditions provided for by the contract and under proper use, arising from faulty materials design or workmanship and shall remedy such defects at his own cost when called upon to do so. If it becomes necessary for the supplier to replace or renew any defective portion of the goods, such replacement or renewal should be made by supplier without any extra cost to NCL.
In the event of any defects in materials / design and workmanship during the aforesaid period is found due to fault design or poor workmanship, the defective items will be replaced by the supplier at site free of cost within 30 days of settlement of warranty claims. The bidder will be required to stock items to take care of warranty failures.
The guarantee/composite warranty shall be submitted along with the bill. The warranty shall cover for the total spares so that the necessity of having to approach different manufacturers of various components/assemblies does not arise and all services under warranty clause shall be the responsibility of the ultimate supplier of the composite stores. You will also replace the defective items, if any, during the warranty period free of cost. The responsibility to collect the defective/rejected material will lie with the supplier and the cost for such collection will have to be borne by the supplier.
The bidder will be required to stock items to take care of warranty failures. Items should be available within 13 days of the breakdown being intimated to them. The guarantee/composite warranty shall be submitted along with the bill. Warranty replacement in case of overseas OEMs/OPMs shall be made on FOB Port of shipment basis.

23. PERFORMANCE BANK GUARANTEE (PBG): You are required to submit the Performance Bank Guarantee for 10% of the total value of the equipment on landed basis inclusive of applicable taxes & duties i.e. Rs. 45,17,327.00. The performance guarantee for 10% (ten percent) of order value will be taken in the form of a Bank Guarantee in Prescribed Format (Annexure-III enclosed) valid for 51 Months (12 months warranty period + 36 months CAMC period + 3 months claim period) from the date of Installation/Commissioning of the Equipment at site to cover both satisfactory performance and warranty period.

You shall have the option to get converted the Security Deposit amount into the Performance Bank Guarantee or submit Performance Bank Guarantee separately. In case you get the security deposit converted into Performance Bank Guarantee and security deposit is less than the required Performance Bank Guarantee amount, you shall have to submit the separate Performance Bank Guarantee for the additional required amount. In case Performance Bank Guarantee is submitted separately, security deposit shall be released against submission of Performance Bank Guarantee.

The Performance Bank Guarantee shall be released after fulfillment of all contractual obligation including warranty / guarantee conditions stipulated in the contract. For unsatisfactory performance and/or contractual failure, NCL shall have the full right to invoke/encash the Performance Bank Guarantee.

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The Performance Bank Guarantee shall be issued by a scheduled Bank in the format attached as Annexure-III and shall be irrevocable and unconditional and NCL shall have the powers to invoke/encash it notwithstanding any dispute or difference between supplier and NCL pending before the court, tribunal, arbitrator or any other authority.

Note : In respect to submission of Performance Bank Guarantee ,following may pl be noted :

i. The Bank Guarantees should be issued through Structured Financial Messaging System.

ii. Beneficiary bank / branch IFSC Code: ICICI0003529 should be mentioned.

iii. Beneficiary Bank / Branch Name & address should be mentioned as ICICI Bank Ltd., Singrauli Branch, Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889

iv. If the Bank Guarantee is issued by ICICI Bank branches, the following may please be incorporated:

"We shall be liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before ..... at ICICI Bank Ltd., Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889."

In case, Security Money has been submitted in the form of Bank Guarantee, the same may be converted in to performance bank guarantee (PBG) for Equipment as well as towards CAMC. PBG should not be less than 10% of landed value of order.

24. IDENTIFICATION MARK:-Manufacturer's distinctive identification mark /symbol must be clearly embossed / punched / engraved on the equipment , as far as practicable, at a visible place, which is not subjected to normal wear and tear, for convenience of identification any time.

25. INTEGRITY PACT:- The Integrity Pact signed & submitted by you along with offer shall remain valid & applicable against this contract (copy enclosed)

26. JURISDICTION OF COURT:- Any dispute arising out of this order will be subject to the jurisdiction of Singrauli Dist. Court (MP) only.

This order is also governed by the General Terms & Conditions of supply of stores enclosed with the NIT and all the terms & conditions thereof will be applicable unless otherwise specified in this order.

You are requested to kindly acknowledge receipt and acceptance of order within 10 (Ten) days of issue of order. In case no reply is received, it will be presumed that the order has been accepted by you.

Yours faithfully,

28/09/18

(B.Maurya)
Asst. Mgr.(MM)

28/09/18

(D. Dhanabalan)
Sr. Manager (MM)

For and on behalf of Northern Coalfields Limited
Singrauli.

Encl:-

1. Technical Specification – Annexure-I.
2. Format for Bank Guarantee for Security – Annexure-II.
3. Bank Guarantee Format for Performance Bank Guarantee – Annexure-III.
4. Integrity Pact

Ref. No. 63814 065 /317A1069/ CAAQMS Dated: 28.09.2018

M/s Environnement S.A. Pvt. Ltd.

Copy forwarded to:-

1. The Chief Vigilance Officer, NCL, Singrauli.
2. The GM(Envt.)
3. Consignee: UP Projects – Bina, Dudhichua, Kakri, Khadia & Block-B
   MP Projects- Amlohri, Jayant, Jhingurda & Nigahi
4. The Area Finance Manager : Bina, Dudhichua, Kakri, Khadia, Block-B, Amlohri, Jayant, Jhingurda & Nigahi
5. The GM (Fin)/GM (MM)/HOD, NCL, Singrauli.
6. Progress Cell, MM Deptt., Singrauli.
7. The GM (MM)/I/c, BCCL/ECL/CCL/MCL/SECL/WCL/CMPDIL/CIL.

IEM

1. Shri Sewa Ram, IAS (RTD), 660, Sector -26, Panchkula-134116 (Haryana).
2. Shri J.K Khanna, IPS (Rtd), A-102, Sector-55, Noida-201307 (UP). Tel. No. 0120-4322330

B.C. No. : Budget certified is as under :

(i) For Equipment : under capital head for Rs. 3,17, 54,101.08, vide ref. no. NCL/HQ/C&B/ Capital/ P&M_Others /2018-19/03 dt. 27.09.2018

(ii) For CAMC charges : Under Revenue head FY 2020-21 for Rs. 42,56,656.50 vide ref. no. NCL/HQ/C&B/2020-21/Notings/Centralised PR/08 dt. 27.09.2018; FY 2021-22 for Rs. 44,69,512.00 vide ref. no. NCL/HQ/C&B/2021-22/Notings/Centralised PR/07 dt. 27.09.2018; FY 2022-23 for Rs. 46,93,002.72 vide ref. no. NCL/HQ/C&B/2022-23/Notings/Centralised PR/04 dt. 27.09.2018

FC No. : NCL/HQ/FC/2018-19/2018-19/Capital/P&M_Others/03 dt. 27.09.2018 for Rs. 4,51,73,272.30

This issues with the approval of competent authority.

28/09/18
Asst. Manager(MM)

28/09/18
Sr. Manager(MM)

अनुबंध|Contract

अनुबंध क्रमांक|Contract No: GEMC-511687739371125
अनुबंध तिथि|Contract Generated Date : 09-Feb-2024
बोली/आरए/पीबीपी संख्या|Bid/RA/PBP No.: GEM/2023/B/3816435

संगठन विवरण|Organisation Details

प्ररूप|Type :	Central PSU
मंत्रालय|Ministry :	Ministry of Coal
विभाग|Department :	Materials Management
संगठन का नाम|Organisation Name :	Northern Coalfields Limited
कार्यालय क्षेत्र|Office Zone:	Singrauli

खरीदार विवरण|Buyer Details

पद|Designation :	Chief Manager Environment
संपर्क नंबर|Contact No. :	-
ईमेल आईडी|Email ID :	gmenv.ncl@coalindia.in
जीएसटीआईएन|GSTIN :	-
पता|Address :	ENVIRONMENT DEPARTMENT, FIRST FLOOR, PANJREH BHAWAN, PO - SINGRAULI, SIDHI, MADHYA PRADESH-486889, India

वित्तीय स्वीकृति विवरण|Financial Approval Detail

आईएफडी सहमति|IFD Concurrence :	No
प्रशासनिक अनुमोदन का पदनाम| Designation of Administrative Approval:	Director Technical (Project & Planning)
वित्तीय अनुमोदन का पदनाम| Designation of Financial Approval :	GM(Finance)

भुगतान प्राधिकरण विवरण|Paying Authority Details

Role:	PAO
भुगतान का तरीका| Payment Mode:	Offline
पद|Designation :	AFM NCL HQ
ईमेल आईडी|Email ID :	atulk.gangwar@coalindia.in
जीएसटीआईएन|GSTIN :	23AABCN4884H1ZE
पता|Address:	MATERIAL MANAGEMENT DEPARTMENT, FIRST FLOOR, PANJREH BHAWAN, PO - SINGRAULI, SINGRAULI, MADHYA PRADESH-486889, India

परेषिती विवरण|Consignee Details

क्र.सं.|S.No	परेषिती नाम & पता|Consignee Name & Address	सेवा विवरण|Service Description
1	संपर्क|Contact : - ईमेल आईडी|Email ID : rakesh.krdubey@coalindia.in जीएसटीआईएन|GSTIN : - पता|Address : REGIONAL STORES, JAYANT PROJECT, NCL, PO - JAYANT, DISTT - SINGRAULI M.P., SIDHI, MADHYA PRADESH-486890, India	Customized AMC/CMC for Pre-owned Products - Continuous Ambient Air Quality Monitoring Stations CAAQMS; ENVEA India Pvt Ltd; Comprehensive Maintenance Contract (CMC); Not Applicable; Yes
2	संपर्क|Contact : 07805-275144- ईमेल आईडी|Email ID : chaudharypradeep.kr@coalindia.in जीएसटीआईएन|GSTIN : 23AABCN4884H1ZE पता|Address : DEPOT OFFICE, REGIONAL STORES, BLOCK B, NCL, PO - GORBI, SIDHI, MADHYA PRADESH-486892, India	Customized AMC/CMC for Pre-owned Products - Continuous Ambient Air Quality Monitoring Stations CAAQMS; ENVEA India Pvt Ltd; Comprehensive Maintenance Contract (CMC); Not Applicable; Yes
3	संपर्क|Contact : - ईमेल आईडी|Email ID : mukesh.ksharma@coalindia.in जीएसटीआईएन|GSTIN : - पता|Address : DEPOT OFFICE, REGIONAL STORES, NIGAHI PROJECT, NCL, PO - NIGAHI, SIDHI, MADHYA PRADESH-486884, India	Customized AMC/CMC for Pre-owned Products - Continuous Ambient Air Quality Monitoring Stations CAAQMS; ENVEA India Pvt Ltd; Comprehensive Maintenance Contract (CMC); Not Applicable; Yes
4	संपर्क|Contact : 05446-276274-67220 ईमेल आईडी|Email ID : buycon5.ncl.sbdr@nic.in जीएसटीआईएन|GSTIN : 09AABCN4884H1Z4 पता|Address : REGIONAL STORES, BINA PROJECT, NCL, PO - BINA, SONBHADRA, UTTAR PRADESH-231220, India	Customized AMC/CMC for Pre-owned Products - Continuous Ambient Air Quality Monitoring Stations CAAQMS; ENVEA India Pvt Ltd; Comprehensive Maintenance Contract (CMC); Not Applicable; Yes
5	संपर्क|Contact : - ईमेल आईडी|Email ID : mohit.gupta3964@coalindia.in जीएसटीआईएन|GSTIN : - पता|Address : REGIONAL STORES, NCL, JHINGURDA PROJECT, PO - JHINGURDA, SIDHI, MADHYA PRADESH-486889, India	Customized AMC/CMC for Pre-owned Products - Continuous Ambient Air Quality Monitoring Stations CAAQMS; ENVEA India Pvt Ltd; Comprehensive Maintenance Contract (CMC); Not Applicable; Yes
6	संपर्क|Contact : 05446-278094-68211 ईमेल आईडी|Email ID : manish.rahi5696@coalindia.in जीएसटीआईएन|GSTIN : 09AABCN4884H1Z4 पता|Address : REGIONAL STORES, KAKRI PROJECT, NCL, PO - KAKRI, SONBHADRA, UTTAR PRADESH-231224, India	Customized AMC/CMC for Pre-owned Products - Continuous Ambient Air Quality Monitoring Stations CAAQMS; ENVEA India Pvt Ltd; Comprehensive Maintenance Contract (CMC); Not Applicable; Yes
7	संपर्क|Contact : 07805-278636- ईमेल आईडी|Email ID : randheer.s2240@coalindia.in जीएसटीआईएन|GSTIN : 23AABCN4884H1ZE पता|Address : REGIONAL STORES, NCL, AMLOHRI PROJECT, PO - AMLOHRI, SINGRAULI, MADHYA PRADESH-486887, India	Customized AMC/CMC for Pre-owned Products - Continuous Ambient Air Quality Monitoring Stations CAAQMS; ENVEA India Pvt Ltd; Comprehensive Maintenance Contract (CMC); Not Applicable; Yes

8	संपर्क|Contact : - ईमेल आईडी|Email ID : gmenv.ncl@coalindia.in जीएसटीआईएन|GSTIN : - पता|Address : ENVIRONMENT DEPARTMENT, FIRST FLOOR, PANJREH BHAWAN, PO - SINGRAULI, SIDHI, MADHYA PRADESH-486889, India	Customized AMC/CMC for Pre-owned Products - Continuous Ambient Air Quality Monitoring Stations CAAQMS; ENVEA India Pvt Ltd; Comprehensive Maintenance Contract (CMC); Not Applicable; Yes
9	संपर्क|Contact : 94796-24282- ईमेल आईडी|Email ID : praveen.kr0870@coalindia.in जीएसटीआईएन|GSTIN : 09AABCN4884H1Z4 पता|Address : REGIONAL STORES, KHADIA PROJECT NCL PO - KHADIA, SHAKTINAGAR, SONBHADRA, UTTAR PRADESH-231222, India	Customized AMC/CMC for Pre-owned Products - Continuous Ambient Air Quality Monitoring Stations CAAQMS; ENVEA India Pvt Ltd; Comprehensive Maintenance Contract (CMC); Not Applicable; Yes

सेवा प्रदाता विवरण|Service Provider Details

जेम विक्रेता आईडी|GeM Seller ID :	30D4190000863953
कंपनी का नाम|Company Name :	ENVEA INDIA PRIVATE LIMITED
संपर्क नंबर|Contact No. :	02245020000
ईमेल आईडी|Email ID :	sales.in@envea.global
पता| Address :	D16 3 AND 4,TTC INDUSTRIAL AREA MIDC TURBHE,NEAR BALMER LAWRIE,TURBHE, NAVI MUMBAI, THANE, Maharashtra-400705, -
एमएसएमई पंजीकरण संख्या|MSME Registration number :	UDYAM-MH-33-0011047
एमएसई सामाजिक श्रेणी|MSE Social Category :	General
एमएसई लिंग श्रेणी|MSE Gender :	Male
जीएसटीआईएन|GSTIN:	27AACCE0200B1ZO

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा|GST / Tax invoice to be raised in the name of - Consignee

सेवा विवरण|Service Details

सेवा प्रारंभ दिनांक (नवीनतम) |Service Start Date (latest by): 16-Feb-2024 **सेवा समाप्ति तिथि|Service End Date :** 16-Feb-2029

श्रेणी नाम|Category Name : Customized AMC/CMC for Pre-owned Products

बिलिंग चक्र|Billing Cycle: quarterly

विवरण|Description		Quantity of product/ equipment	Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period
Type of service	Comprehensive Maintenance Contract (CMC)	1	3480048.44
Product Brand	ENVEA India Pvt Ltd		
Manpower Required	Yes		
Product category	Continuous Ambient Air Quality Monitoring Stations CAAQMS		
Preventive Maintenance Frequency	Not Applicable		
Number of months within the contract period for which service is required	60		

कुल राशि (सूत्र) |Total Amount (Formula) :
(Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period*Quantity of product/ equipment)

ऐडऑन के बिना कुल मूल्य |Total Value without Addons(INR)	3480048.44
कुल एडऑन मूल्य |Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य |Total Value Including Addons(INR)	3480048.44

कर द्विभाजन|Tax Bifurcation

विशिष्ट|Particular	जीएसटी|GST (18%)	जीएसटी उपकर 1|GST Cess 1 (0%)	जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)|Input Tax Credit (ITC) on GST (100%)	जीएसटी उपकर पर आईटीसी 1 |ITC on GST Cess 1 (0%)
Customized AMC/CMC for Pre-owned Products	530854.85	0	530854.85	0

श्रेणी नाम|Category Name : Customized AMC/CMC for Pre-owned Products

बिलिंग चक्र|Billing Cycle: quarterly

विवरण|Description		Quantity of product/ equipment	Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period
Type of service	Comprehensive Maintenance Contract (CMC)	1	3480048.44
Preventive Maintenance Frequency	Not Applicable		
Manpower Required	Yes		
Product category	Continuous Ambient Air Quality		

	Monitoring Stations CAAQMS		
Product Brand	ENVEA India Pvt Ltd		
Number of months within the contract period for which service is required	60		

कुल राशि (सूत्र) | Total Amount (Formula) :
(Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period*Quantity of product/ equipment)

ऐडऑन के बिना कुल मूल्य | Total Value without Addons(INR)	3480048.44
कुल एडऑन मूल्य | Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य | Total Value Including Addons(INR)	3480048.44

कर द्विभाजन | Tax Bifurcation

विशिष्ट | Particular	जीएसटी | GST (18%)	जीएसटी उपकर 1 | GST Cess 1 (0%)	जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) | Input Tax Credit (ITC) on GST (100%)	जीएसटी उपकर पर आईटीसी 1 | ITC on GST Cess 1 (0%)
Customized AMC/CMC for Pre-owned Products	530854.85	0	530854.85	0

श्रेणी नाम | Category Name : Customized AMC/CMC for Pre-owned Products

बिलिंग चक्र | Billing Cycle: quarterly

विवरण | Description		Quantity of product/ equipment	Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period
Preventive Maintenance Frequency	Not Applicable	1	3480048.44
Product category	Continuous Ambient Air Quality Monitoring Stations CAAQMS		
Type of service	Comprehensive Maintenance Contract (CMC)		
Product Brand	ENVEA India Pvt Ltd		
Manpower Required	Yes		
Number of months within the contract period for which service is required	60		

कुल राशि (सूत्र) | Total Amount (Formula) :
(Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period*Quantity of product/ equipment)

ऐडऑन के बिना कुल मूल्य | Total Value without Addons(INR)	3480048.44
कुल एडऑन मूल्य | Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य | Total Value Including Addons(INR)	3480048.44

कर द्विभाजन | Tax Bifurcation

विशिष्ट | Particular	जीएसटी | GST (18%)	जीएसटी उपकर 1 | GST Cess 1 (0%)	जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) | Input Tax Credit (ITC) on GST (100%)	जीएसटी उपकर पर आईटीसी 1 | ITC on GST Cess 1 (0%)
Customized AMC/CMC for Pre-owned Products	530854.85	0	530854.85	0

श्रेणी नाम | Category Name : Customized AMC/CMC for Pre-owned Products

बिलिंग चक्र | Billing Cycle: quarterly

विवरण | Description		Quantity of product/ equipment	Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period
Preventive Maintenance Frequency	Not Applicable	1	3480048.44
Product category	Continuous Ambient Air Quality Monitoring Stations CAAQMS		
Type of service	Comprehensive Maintenance Contract (CMC)		
Product Brand	ENVEA India Pvt Ltd		
Manpower Required	Yes		
Number of months within the contract period for which service is required	60		

कुल राशि (सूत्र) | Total Amount (Formula) :
(Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period*Quantity of product/ equipment)

ऐडऑन के बिना कुल मूल्य | Total Value without Addons(INR)	3480048.44
कुल एडऑन मूल्य | Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य | Total Value Including Addons(INR)	3480048.44

कर द्विभाजन | Tax Bifurcation

विशिष्ट|Particular	जीएसटी|GST (18%)	जीएसटी उपकर 1|GST Cess 1 (0%)	जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)|Input Tax Credit (ITC) on GST (100%)	जीएसटी उपकर पर आईटीसी 1 |ITC on GST Cess 1 (0%)
Customized AMC/CMC for Pre-owned Products	530854.85	0	530854.85	0

श्रेणी नाम\|Category Name : Customized AMC/CMC for Pre-owned Products

बिलिंग चक्र\|Billing Cycle: quarterly

विवरण|Description		Quantity of product/ equipment	Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period
Manpower Required	Yes	1	3480048.44
Product category	Continuous Ambient Air Quality Monitoring Stations CAAQMS		
Product Brand	ENVEA India Pvt Ltd		
Type of service	Comprehensive Maintenance Contract (CMC)		
Preventive Maintenance Frequency	Not Applicable		
Number of months within the contract period for which service is required	60		

कुल राशि (सूत्र) \|Total Amount (Formula) :
(Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period*Quantity of product/ equipment)

ऐडऑन के बिना कुल मूल्य |Total Value without Addons(INR)	3480048.44
कुल एडऑन मूल्य |Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य |Total Value Including Addons(INR)	3480048.44

कर द्विभाजन\|Tax Bifurcation

विशिष्ट|Particular	जीएसटी|GST (18%)	जीएसटी उपकर 1|GST Cess 1 (0%)	जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)|Input Tax Credit (ITC) on GST (100%)	जीएसटी उपकर पर आईटीसी 1 |ITC on GST Cess 1 (0%)
Customized AMC/CMC for Pre-owned Products	530854.85	0	530854.85	0

श्रेणी नाम\|Category Name : Customized AMC/CMC for Pre-owned Products

बिलिंग चक्र\|Billing Cycle: quarterly

विवरण|Description		Quantity of product/ equipment	Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period
Manpower Required	Yes	1	3302330.55
Product category	Continuous Ambient Air Quality Monitoring Stations CAAQMS		
Product Brand	ENVEA India Pvt Ltd		
Type of service	Comprehensive Maintenance Contract (CMC)		
Preventive Maintenance Frequency	Not Applicable		
Number of months within the contract period for which service is required	60		

कुल राशि (सूत्र) \|Total Amount (Formula) :
(Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period*Quantity of product/ equipment)

ऐडऑन के बिना कुल मूल्य |Total Value without Addons(INR)	3302330.55
कुल एडऑन मूल्य |Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य |Total Value Including Addons(INR)	3302330.55

कर द्विभाजन\|Tax Bifurcation

विशिष्ट|Particular	जीएसटी|GST (18%)	जीएसटी उपकर 1|GST Cess 1 (0%)	जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)|Input Tax Credit (ITC) on GST (100%)	जीएसटी उपकर पर आईटीसी 1 |ITC on GST Cess 1 (0%)
Customized AMC/CMC for Pre-owned Products	503745.34	0	503745.34	0

श्रेणी नाम\|Category Name : Customized AMC/CMC for Pre-owned Products

बिलिंग चक्र\|Billing Cycle: quarterly

विवरण|Description		Quantity of product/ equipment	Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period
Product category	Continuous Ambient Air Quality Monitoring Stations CAAQMS		

Manpower Required	Yes	1	3302330.55
Preventive Maintenance Frequency	Not Applicable		
Type of service	Comprehensive Maintenance Contract (CMC)		
Product Brand	ENVEA India Pvt Ltd		
Number of months within the contract period for which service is required	60		

कुल राशि (सूत्र) |Total Amount (Formula) :
(Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period*Quantity of product/ equipment)

ऐडऑन के बिना कुल मूल्य |Total Value without Addons(INR)	3302330.55
कुल एडऑन मूल्य |Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य |Total Value Including Addons(INR)	3302330.55

कर द्विभाजन|Tax Bifurcation

विशिष्ट|Particular	**जीएसटी|GST (18%)**	**जीएसटी उपकर 1|GST Cess 1 (0%)**	**जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)|Input Tax Credit (ITC) on GST (100%)**	**जीएसटी उपकर पर आईटीसी 1 |ITC on GST Cess 1 (0%)**
Customized AMC/CMC for Pre-owned Products	503745.34	0	503745.34	0

श्रेणी नाम|Category Name : Customized AMC/CMC for Pre-owned Products

बिलिंग चक्र|Billing Cycle: quarterly

विवरण|Description		**Quantity of product/ equipment**	**Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period**
Manpower Required	Yes	1	3302330.55
Product category	Continuous Ambient Air Quality Monitoring Stations CAAQMS		
Product Brand	ENVEA India Pvt Ltd		
Type of service	Comprehensive Maintenance Contract (CMC)		
Preventive Maintenance Frequency	Not Applicable		
Number of months within the contract period for which service is required	60		

कुल राशि (सूत्र) |Total Amount (Formula) :
(Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period*Quantity of product/ equipment)

ऐडऑन के बिना कुल मूल्य |Total Value without Addons(INR)	3302330.55
कुल एडऑन मूल्य |Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य |Total Value Including Addons(INR)	3302330.55

कर द्विभाजन|Tax Bifurcation

विशिष्ट|Particular	**जीएसटी|GST (18%)**	**जीएसटी उपकर 1|GST Cess 1 (0%)**	**जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)|Input Tax Credit (ITC) on GST (100%)**	**जीएसटी उपकर पर आईटीसी 1 |ITC on GST Cess 1 (0%)**
Customized AMC/CMC for Pre-owned Products	503745.34	0	503745.34	0

श्रेणी नाम|Category Name : Customized AMC/CMC for Pre-owned Products

बिलिंग चक्र|Billing Cycle: quarterly

विवरण|Description		**Quantity of product/ equipment**	**Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period**
Manpower Required	Yes	1	3302330.22
Product category	Continuous Ambient Air Quality Monitoring Stations CAAQMS		
Product Brand	ENVEA India Pvt Ltd		
Type of service	Comprehensive Maintenance Contract (CMC)		
Preventive Maintenance Frequency	Not Applicable		
Number of months within the contract period for which service is required	60		

कुल राशि (सूत्र) |Total Amount (Formula) :
(Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period*Quantity of product/ equipment)

ऐडऑन के बिना कुल मूल्य |Total Value without Addons(INR)	3302330.22
कुल एडऑन मूल्य |Total Addon Value(INR)	0

ऐडऑन सहित कुल मूल्य |Total Value Including Addons(INR)	3302330.22

कर द्विभाजन|Tax Bifurcation

विशिष्ट|Particular	जीएसटी|GST (18%)	जीएसटी उपकर 1|GST Cess 1 (0%)	जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)|Input Tax Credit (ITC) on GST (100%)	जीएसटी उपकर पर आईटीसी 1 |ITC on GST Cess 1 (0%)
Customized AMC/CMC for Pre-owned Products	503745.29	0	503745.29	0

अनुबंध की राशि|Amount of Contract

सभी शुल्क और करों सहित कुल अनुबंध मूल्य|Total Contract Value Including All Duties and Taxes(INR)	30609564.07

मूल्य विभाजन की पेशकश की|Price Break up offered : प्राइज़ ब्रेक अप ऑफ़र किए गए दस्तावेज़ लिंक|Price Break up offered Document link

एसएलए विवरण|SLA Details

PREAMBLE:

1. Hiring of Customized AMC/CMC for Pre-owned Products contracts placed through GeM shall be governed by following set of Terms and Conditions:
    i. General terms and conditions for Goods and Services;
    ii. Service Specific STC of Hiring of AMC/CMC service for Other Products – as defined in Service Catalogue which includes SLA for the Service or Service for a particular product;
    iii. BID/Reverse Auction specific ATC
2. Operation of the above terms and conditions are in reverse order of precedence i.e. ATC supplement Service Specific STC and GTC, however Service Specific STC will prevails or supersede the GTC wherever there are any conflicting provisions.
3. The above set of conditions along with scope of supply including price as enumerated in the contract document shall be construed to be part of the contract.
4. This document represents a comprehensive Terms and Conditions governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the stakeholder

Agreement Overview: This Agreement represents the Special Terms and Conditions (STC) and the Service Level Agreement (SLA) between the Buyer and SPA providing the AMC/CMC services . The Service Provider would provide the required equipment (if any) and personnel (onsite or otherwise) as per the requirements of the buyer. This Agreement outlines the scope of work, Stakeholder's obligation and Terms and Conditions of all services covered as they are mutually understood by the stakeholders.

STC of this Service will be attached by the Buyer during Bid creation and that will become the part of the Contracts.

शुद्धिपत्र|Corrigendum

1. **तक बढ़ाया गया|Extended Upto :** 2023-08-30 14:00:00
2. **तक बढ़ाया गया|Extended Upto :** 2023-09-06 10:00:00

अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार|Additional Required Data/Document(s) : Buyer

1. **Scope of Work :** click here
2. **Special Terms and Conditions/Penalty/Payment Terms pertaining to the Bid/Contract :** click here
3. **Product/Equipment Details :** click here

अतिरिक्त डेटा/दस्तावेज़ : विक्रेता|Additional Data/Document(s) : Seller

1. **Registration Certificate :** click here
2. **Certificate (Requested in ATC) :** click here
3. **Audited Financial Statements/ Statutory Auditor's Certificate As Proof For Turnover/ Profit Requirements :** click here
4. **Work Orders For Similar Experience In The Past Years :** click here

मूल्य द्विभाजन एक्सेल फ़ाइल विवरण|Price Bifurcation Excel File details: BOQ & GTE

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक | Advisory Bank :	ICICI
ईपीबीजी प्रतिशत (%) | ePBG Percentage(%):	5.00

बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा |The bidder shall furnish ePBG as applicable as per bid's terms and conditions

आरसीएम/एफसीएम के संबंध में सामान्य खंड |General Clauses w.r.t RCM/FCM

1. Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.
2. For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
3. For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.
4. For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.
5. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

नियम और शर्तें|Terms and Conditions

1. General Terms and Conditions-

1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.

1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 *Generic*

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Note: This is system generated file. No signature is required.

ANNEXURE-III

STATION PROTOCOL

FOR

CAAQM STATION UNDER Warranty /AMC/CMC/O&M CONTRACT

CALIBRATION REPORT

Location of CAAQMS :NCL NIGAHI **Date:10.04.2024**

S.No.	Parameter	Status	Zero Value		Zero Offset		Span Calibration			K Factor (Span)		Rem.
			Pre	*Post*	Per	*Post*	Span Source	*Pre*	*Post*	*Pre*	*Post*	
1	**CO Analyzer**	OK	0.00	0.00	0.00	0.00	10.00 PPM	9.65	9.01	1.25	1.26	OK
2	**SO_2 Analyzer**	OK	0.00	0.00	0.00	0.00	200 PPB	201.53	198.34	1.06	1.07	OK
3	**NO_x Analyzer**											
	NO	OK	0.00	0.00	0.00	0.00	200 PPB	202.00	201.01	1.49	1.50	OK
	NO_2	OK	0.00	0.00	0.00	0.00	0.0	1.24	2.06			OK
	NOx	OK	0.00	0.00	0.00	0.00	200 PPB	201.96	200.61	1.47	0.48	OK
6	**PM10 Analyzer**						775ug/cm2	770.43ug/cm2		0.96	0.95	OK
7	**PM 2.5 Analyzer**						838 ug/cm2	836.73ug/cm2		0.98	0.99	OK
8	**Meteorological Parameter**											OK
	Temperature											OK
	Humidity											OK
	Wind Speed											OK
	Wind Direction											OK
	Solar Radiation											OK
	Barometric Pressure											OK
	Rain Fall											OK
9	**Computers**											OK
10	**UPS/ AC / Others**											OK
11	**Data Display Board**											OK

Maintenance Details / Requirement:

Specific Observation(s): All analyzer are calibrated satisfactory, NO2 has no factor, it has defined by NO & NOx. PM10 & PM2.5 Analyzer has calibrated & set factor automatically.

Signature of Engineer:

STATION PROTOCOL

FOR

CAAQM STATION UNDER Warranty /AMC/CMC/O&M CONTRACT

CALIBRATION REPORT

Location of CAAQMS :NCL NIGAHI **Date:14.05 .2024**

S.No.	Parameter	Status	Zero Value		Zero Offset		Span Calibration			K Factor (Span)		Rem.
			Pre	*Post*	Per	*Post*	Span Source	*Pre*	*Post*	*Pre*	*Post*	
1	**CO Analyzer**	OK	0.00	0.00	0.00	0.00	10.00 PPM	10.09	10.59	1.26	1.27	OK
2	**SO_2 Analyzer**	OK	0.00	0.00	0.00	0.00	200 PPB	198.30	201.00	1.07	1.08	OK
3	**NO_x Analyzer**											
	NO	OK	0.00	0.00	0.00	0.00	200 PPB	200.89	200.90	1.50	1.51	OK
	NO_2	OK	0.00	0.00	0.00	0.00	0.0	0.23	0.20			OK
	NOx	OK	0.00	0.00	0.00	0.00	200 PPB	199.38	199.35	0.48	0.49	OK
6	**PM10 Analyzer**						775ug/cm2	774.89ug/cm2		0.95	0.91	OK
7	**PM 2.5 Analyzer**						838 ug/cm2	837.97ug/cm2		0.99	0.93	OK
8	**Meteorological Parameter**											OK
	Temperature											OK
	Humidity											OK
	Wind Speed											OK
	Wind Direction											OK
	Solar Radiation											OK
	Barometric Pressure											OK
	Rain Fall											OK
9	**Computers**											OK
10	**UPS/ AC / Others**											OK
11	**Data Display Board**											OK

Maintenance Details / Requirement:

Specific Observation(s): All analyzer are calibrated satisfactory, NO2 has no factor, it has defined by NO & NOx. PM10 & PM2.5 Analyzer has calibrated & set factor automatically.

Signature of Engineer:

STATION PROTOCOL

FOR

CAAQM STATION UNDER Warranty /AMC/CMC/O&M CONTRACT

CALIBRATION REPORT

Location of CAAQMS :NCL NIGAHI **Date:04.06 .2024**

S.No.	Parameter	Status	Zero Value		Zero Offset		Span Calibration			K Factor (Span)		Rem.
			Pre	*Post*	Per	*Post*	Span Source	*Pre*	*Post*	*Pre*	*Post*	
1	**CO Analyzer**	OK	0.00	0.00	0.00	0.00	10.00 PPM	10.24	11.23	1.27	1.28	OK
2	**SO_2 Analyzer**	OK	0.00	0.00	0.00	0.00	200 PPB	198.49	199.52	1.08	1.09	OK
3	**NO_x Analyzer**											
	NO	OK	0.00	0.00	0.00	0.00	200 PPB	198.30	201.84	1.51	1.52	OK
	NO_2	OK	0.00	0.00	0.00	0.00	0.0	0.73	0.42			OK
	NOx	OK	0.00	0.00	0.00	0.00	200 PPB	202.00	199.05	0.49	0.50	OK
6	**PM10 Analyzer**						775ug/cm2	778.30ug/cm2		0.91	0.97	OK
7	**PM 2.5 Analyzer**						838 ug/cm2	841.08ug/cm2		0.93	0.95	OK
8	**Meteorological Parameter**											OK
	Temperature											OK
	Humidity											OK
	Wind Speed											OK
	Wind Direction											OK
	Solar Radiation											OK
	Barometric Pressure											OK
	Rain Fall											OK
9	**Computers**											OK
10	**UPS/ AC / Others**											OK
11	**Data Display Board**											OK

Maintenance Details / Requirement:

Specific Observation(s): All analyzer are calibrated satisfactory, NO2 has no factor, it has defined by NO & NOx. PM10 & PM2.5 Analyzer has calibrated & set factor automatically.

Signature of Engineer:

Photographs showing work carried out by Nigahi Project to restore the rain cut area and restore/protect the Mudwani

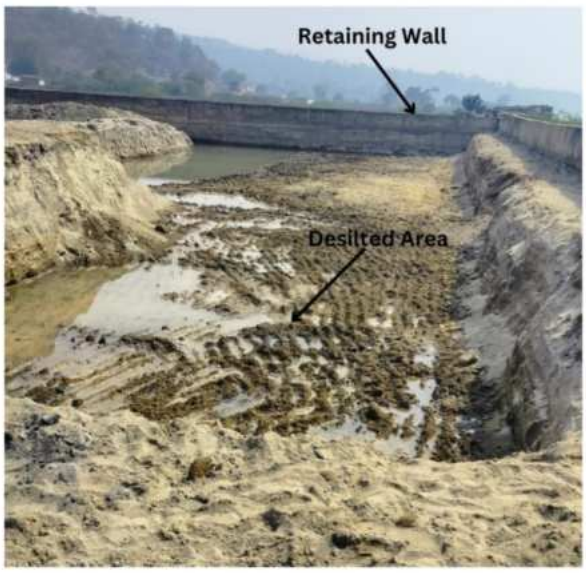
Figure 1 Embankment with Stone Pitching and Gabion Wall

Figure 2 Retaining Wall

Figure 3 Raincut has been filled with OB and Top Soil and then planted with dense plantation plantation @ 1.5 m x 1.5 m spacing

Figure 4 Embankment with sand bags

Desiltation Process



Slope Protection Measures

Re: Listing of O.A No. 164/2018

From : environmentdch@gmail.com Mon, Apr 08, 2024 01:39 PM
Subject : Re: Listing of O.A No. 164/2018
To : Sanjeev kumar <gmenv.ncl@coalindia.in>
Cc : Sudhir Jha <sudhir.jha@coalindia.in>, Vinod Kumar Singh <gmdch.ncl@coalindia.in>

Dear Sir,
Kindly find attached the reply regarding the above matter with attached annexures.

- ANNEX 1 ETP Works document.pdf
- ANNEX 2 Ballia Nallah Works.pdf
- ANNEX 3 ALLIED WORKS BALLIA NALLAH AND ETP.pdf
- ANNEX 4 Work order Bunds.pdf
- ANNEX 5b Pics for zero discharge & ETP related works.pdf
- Annex 6 wheel washing LoA.pdf
- ANNEX 5 aWork order siltation ponds.pdf
- Objection & current status Vth quaterly report NGT oversight committee.pdf

On Thu, Apr 4, 2024 at 4:52 PM Sanjeev kumar <gmenv.ncl@coalindia.in> wrote:

> **URGENT - NGT MATTER**
>
> Dear Sir,
>
> Please find herewith the trailing email from Legal Department on subject matter.
>
> The information in prescribed format sought by panel Advocate vide email dated 14.03.2024, has not been received from any project till date.
>
> Kindly expedite the desired information in prescribed format (as per attached word file) for onward submission to panel Advocate for filing of objections before Hon'ble NGT.

Regards,
GM/HoD (Environment & Forest)
Northern Coalfields Limited
Singrauli, MP.

From: "ASHUTOSH PANDEY" <legal.ncl@coalindia.in>
To: "Sanjeev kumar" <gmenv.ncl@coalindia.in>
Cc: "Abhishek Kumar Verma" <tstodp.ncl@coalindia.in>, "Manoj Sanwal" <tstodtpp.ncl@coalindia.in>
Sent: Thursday, April 4, 2024 4:28:40 PM
Subject: Fwd: Listing of O.A No. 164/2018

Dear Sir

Please refer the e-mail Dt. 14.03.2024 vide which it has been requested to provide the project-wise information/stand in prescribed format at earliest considering the delay in filing of objection. Copy of e-mail is attached for ready reference. Again vide trailing mail Dt. 22.03.2024 our panel Advocate has informed about the status of case and requested for submission of project-wise objection/status in the prescribed format which is yet to be received.

In view of above it is again requested to submit the same at earliest for timely filing before Hon'ble NGT on behalf of NCL. **MATTER IS EXTREMELY URGENT**.

Regards
HOD (Legal)
Legal Department, NCL HQ

From: ashu2638@gmail.com
To: "ASHUTOSH PANDEY" <legal.ncl@coalindia.in>
Sent: Friday, March 22, 2024 5:57:52 PM
Subject: Listing of O.A No. 164/2018

Sir,
The matter titled as "*Ashwani Kr Dubey Vs Uo*I" was listed for hearing before the National Green Tribunal on 19.03.2024. Wherein a month time has been allowed as a last chance for filing objection/response to the report of the committee. Copy of the order dated 19.03.2024 is attached.
You are hereby requested to kindly ensure that the same is received in my office within 3 weeks for finalising and filing the same on record. The next date of hearing is 09.07.2024.

--
Ashutosh Thakur
(Advocate-on-Record)

Ch # 321, C.K. DAPHTARY BLOCK
NEW LAWYERS CHAMBER, SUPREME COURT OF INDIA,
NEW DELHI-110001.
9717284820(M)

--

Objections on behalf of Northern Coalfields Ltd to the Fifth Quarterly Report submitted by Joint Committee of UP and Fifth Quarterly Report submitted by Joint Committee of MP

S.N.	Recommendation of the Committee (UP)	Objections	Present Status
1.	The unit should ensure regular operations of ETP and proper utilization of the treated effluent to achieve zero discharge.	1. During the period of inspection done by oversight committee in ETP, rainwater and silt were present due to heavy rains at that time. But, Pumping from mine was stopped so that untreated water is not discharged outside mine premises. 2. Discharge of natural seepage and rainwater cannot be treated as discharge by industry as Ballia Nallah is a natural drainage line from past which can be confirmed from Google maps.	1. At Dudhichua Project 01 no. of ETP (30 MLD capacity) is in operation which is sufficient to treat the mine water & effluent generated from CHP & workshop. The treated water is again reused for the industrial purposes like dust suppression, HEMM washing in workshop, fire fighting and operation of CHP etc. 2. Arrangements have been made to stop discharge of untreated water from mine into Ballia nallah except rain water & surface water by way of Retaining wall and its pumping back to ETP for treatment and reuse. 3. Operation & Maintenance of ETP is done by Civil department on regular basis. 4. Proposal for study regarding modification & up gradation of ETP has been moved via Eoffice no. 1364628. Annexure 1- ETP works document(work order for Operation & maintenance since 2018)
2.	The coal mine should ensure that no treated/untreated effluent will be discharged into the Balia Nalla which finally meets the Rihand reservoir.	During the period of inspections done by oversight committee, seepage and rain water was flowing into Ballia Nallah which is not in our control and since Ballia Nallah is natural discharge line, No deviation should be done to natural flow of line as per EC.	1. Zero discharge is maintained. Treated effluent is used for Dust suppression, Fire fighting and washing of HEMM and Discharge from ETP is within limits. 2. Treated Effluent from ETP is effectively being used in Water sprinklers, Firefighting and Washing of HEMMs. Zero discharge of STP has been made by re-using the treated sewage water in nursery. 3. Proper silt cleaning is done to arrest flow of silt every year. 4. At the inception point of dump of Ballia Nallah, in dump slopes HDPE pipe for prevention of dump erosion are being used since 2023. 5. Cleaning of three stage siltation ponds is done almost every year prior to monsoon season. 6. Further, 2 nos. of additional RCC Bunds

			between existing RCC Bund South of ETP and Hanuman Mandir at Dudhichua Project constructed in 2024. 7. Earthen Siltation Pond have been provided at three locations along the Ballia Nallah from Hanuman Mandir to Railway Bridge in downstream at Dudhichua Project to arrest any silt discharge in Ballia Nallah in 2024. 8. Civil department is the Incharge department for above works. Annexure 2- Ballia Nallah Works Annexure 3- Allied works Ballia Nallah and ETP Annexure 4- Work order bunds Annexure 5a-work order siltation ponds Annexure5b- Pics for Zero discharge & ETP related works
3.	The unit can be asked to explore the possibility to monitor the status of fugitive emissions through the existing CCTV network provided for monitoring of production activities.	During the period of inspections done by oversight committee, CCTV network was being provided in Mines for monitoring of production activities in the Project.	CCTV network is being provided for monitoring of production activities in the Project. CCTV network is utilized for monitoring of Fugitive emissions. In case of fugitive emissions on CCTV, instructions are passed onto the relevant departments for immediate action.
S.N.	**Recommendation of the Committee (MP)**	**Objections**	**Present Status**
4.	The unit can be asked to strengthen the vigilance mechanism to identify the default transporters and take stringent action against them.	During the period of inspections done by oversight committee, Transportation of coal, to the extent permitted by road was already being done by only covered trucks with proper tarpaulin cover. CCTV has been installed at the exit check post which is being monitored randomly by the dispatch Incharge and Environment department. Dispatch Incharge has been entrusted with the job of identifying the default transporters. Security Guard at the check post has also been instructed to ensure the strict compliance.	Transportation of coal, to the extent permitted by road is already being done by only covered trucks with proper tarpaulin cover. CCTV has been installed at the exit check post which is being monitored randomly by the dispatch Incharge and Environment department. Dispatch Incharge has been entrusted with the job of identifying the default transporters. Security Guard at the check post has also been instructed to ensure the strict compliance.

5.	The unit can be asked to provide effective type washing facility for transport vehicles.	During the period of inspections done by oversight committee, manual washing was only available in mine.	Work for Commissioning of Wheel Washing Plant at Dudhichua Project as per the recommendation of NGT Oversight Committee is under process. Expected to be completed by July 2024. Annexure 6- LoA wheel washing
6.	The unit can be asked to ensure proper treatment and disposal of MSW generated in their residential colony.	During the period of inspections done by oversight committee MSW generated was segregated at project as dry and wet waste. Dry waste was handled by Municipal Corporation where wet waste was turned into compost.	Residential colony of Dudhichua lies in Municipal limits. A MSW thus generated is managed by Combined SRLM centre constructed in Nigahi Project at present.
7.	The unit can again be asked to submit the time-bound action plan for compliance with the provision of the Notification of 2009 regarding utilization of 25% fly ash along with Over Burden (OB) for back-filling the abandoned mine.	A work order was issued on 10.07.2021 to IIT-BHU for carrying out "Scientific Study of fly ash utilization/dumping/mixing in the OB of the running /active mines of NCL along with its viability and safety aspect of man and machinery".	1. As per report submitted by IIT BHU, Varanasi, disposal of fly ash with overburden is not possible due to geo mining conditions, high stripping ratio, and huge rate of OB removal and instability of dump due to lowering of factor of safety (less than 1) as per details given below from study in present conditions. 2. Additionally, Work Order for the Study titled "Feasibility study in utilizing fly ash in the running Nigahi mine of NCL has been given to CSIR CIMFR, Dhanbad and study is ongoing. Dudhichua project will taken measures in consonance with the outcome of CIMFR study at Nigahi mine. Annexure 7- IIT BHU report

8/4/24

General Manager
Dudhichua Area

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
कोल इण्डिया लिमिटेड की अनुषंगी कंपनी

NCL
Civil/Dudhichua Area

Northern Coalfields Limited
(A Miniratna Company)
(A subsidiary of Coal India Limited)

CIN- U10102MP1985GOI003160
An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company
पोस्ट-खडिया, जिला सोनभद्र(उ.प्र.), पिन 231222 / Post- Khadia, Dist.Sonebhadra (UP) PIN-231222
Phone: 05446-232204/07805-226920, (FAX) 05446 – 233614 email: gmdch.ncl@coalindia.in

Dated – 17.08.2018

No. DCH/SO(CIVIL)/LOA/2018-19/ETN-5/ 180

To

M/s Mayank Construction
II-115 , JME, Shaktinager
Distt-Sonebhadra
(U.P.)

Bank A/c No : 414801010034009
Bank Name : UBI Shaktinagar
PAN No : AAMFM9071B
Email Id : mayank.skt@gmail.com
Mail to this id on 20/3/18

Sub: Letter of Acceptance for the work:- " Operation and maintenance of ETP " **at Dudhichua.**
Ref: Tender Notice No: DCH/C/18-19/ETN-05 Dated 20.06.2018
Tender ID : 2018_NCL_106368_1

Dear Sir,

With reference to the above, it is to convey that your offer to undertake the subject work at a total value of **Rs. 14,91,186.71 (Rupees fourteen lakh ninety one thousand one hundred eighty six and paisa seventy one Only)** (excluding GST) has been accepted subject to the following stipulations:

1. All the **materials and equipment** required for the work will be arranged by you.

2. You are required to submit the **Registration/license under Contract Labour** (R&A) Act, 1970 **within 10 (Ten) days from the date of receipt of this** Letter of Acceptance, if required.

3. The **Performance security (first part of security deposit)** shall be **5% of the contract value** amounting to **Rs. 74,559.34/-** The **earnest money** amounted to **Rs. 29,500.00/-** deposited by you online along with the tender vide **Bank Name : Axis Agreegator Bank Net banking, Bank/UTR Number : 39069460 , e Procurement Ref Number/PRN** Number : **109731313086** has been taken into as part of the performance security. All running on account **bill shall be paid @ 95% of work value.** This **5% deduction towards retention money** will be the **second part of security deposit.**

4. You will have to deposit **Additional Performance Security** of **Rs.6,66,548.50 (Rupees six lakh sixty six thousand five hundred forty eight and Paise fifty Only)** as per clause no **20.2 of ITB.**

5. You are required to submit the following **within 28 days (Twenty Eight) days** from the date of receipt of this letter of acceptance for issuing formal work order and executing agreement for the work :

17/08/18

कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

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(A Miniratna Company)
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Phone: 05446-232204/07805-226920, (FAX) 05446 – 233614 email: gmdch.ncl@coalindia.in

(i) **Rs. 45,059.34/- (Rupees forty five thousand fifty nine paisa thirty four Only)** towards balance amount of **5% Performance Security** in acceptable form as stipulated in the NIT/Tender Document.
(ii) **Rs. 6,66,548.50 (Rupees six lakh sixty six thousand five hundred forty eight and Paise fifty Only)** towards **Additional Performance Security** in acceptable form as stipulated in the NIT/Tender Document.
(iii) Income Tax PAN.
(iv) Copy of **Proprietorship deed/Partnership deed**, Power of Attorney etc.
(v) Copy of EPF/CMPF Registration or copy of undertaking for implementation of CMPF Act.
(vi) Authorization form for **e payment** duly filled in.
(vii) Non Judicial Stamp Paper for Rs. 500.00 of MP state.
(viii) Copy of the letter of Handing over site.
(ix) PAN based Vendor code, GSTIN number (MP/UP) and service Accounting Code (SAC) of subject work.
(x) A certificate from **practicing Chartered Accountant** having a valid membership number for complying of Anti-profiteering **clause u/s 171 as well as office memorandum F.No. 296/07/2017-CX.9 dated** 15th June 2017 issued by Department of Revenue, Ministry of Finance, GOI.

5. The work shall be **completed within 180 days** from the date of commencement of the work. The date of commencement of the work shall be reckoned from the 10th day of issue of this letter of acceptance or from the 7 days of actual date of handling over of the site whichever is later.

In case of failure to start the work within specified date of commencement of work as per cl. No. 6 of the subject LOA ,the company shall be at liberty by giving 15 days notice in writing to start the work, failing which to forfeit the earnest money deposited by you and to rescind the LOA. Additionally you will be debarred from participating in future tenders for period of 1 (one) year.

8.The work should be executed as per the BOQ, General Terms and conditions, Additional Terms &Conditions, Scope of work, Special Terms & Conditions, CPWD specifications, BIS standards, description of the items of the accepted tender document and instruction of EIC.

9. You shall not pay less than the minimum wages to the labourers engaged by you as per minimum wages act or such other legislation or award of minimum wages fixed by the respective State Govt. or Central Govt. as may be in force.

10. You should ensure implementation of CMPF and allied schemes and Miscellaneous Provision Act, 1948 or Employees Provident Fund and Miscellaneous Provisions Act,1952 as the case may be and allied scheme framed there under in respect of workers deployed by you and will have to recover statutory dues and deposit the same along with employer's contribution (Contractor's share) to the respective CMPF/EPF Office and to submit statutory return under intimation to the Principal Employer.

कोल इंडिया लिमिटेड की अनुषंगी कंपनी)

(A subsidiary of Coal India Limited)

Civil/Dudhichua Area

CIN- U10102MP1985GOI003160

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Phone: 05446-232204/07805-226920, (FAX) 05446 – 233614 email: gmdch.ncl@coalindia.in

11. All taxes (Except GST) local, municipal, provincial or central etc and cess, royalties etc as payable shall be to the contractor's account and shall be deemed to have been included in the tendered rate for the work to be executed. Payment of GST shall be dealt as per prevalent GST Rules/Act.

12. The **GST calculated on the recommended** value works out to **Rs. 2,68,413.61 (Rupees two lakh sixty eight thousand four hundred thirteen and Paise sixty one Only)** based on **18% of the quoted value**. However, the Final amount of the GST shall be worked out on the basis of Final value of the work done after the competent approval. The total liability of GST will remain with the contractor.GST will be reimbursed to the contractor on production of uploaded invoice/documentary evidence.

13. Invoice issued by service provider should bear GST Registration **Number 23AABCN4884HIZE** to enable NCL to claim INPUT TAX CREDIT.

14. Service provider will raise invoice strictly adhere as per the provision of section 31 of CGST Act,2017 along with Rule 46 & 47 of CGST Rule,2017.Service provider will upload the detail of invoice in GST portal as per the provision of GST Act.

15. When there is any delay of payment against the invoice due to fault of service provider and if any reversal of input tax credit arises the same will be recovered from service provider along with interest and penalty if any, as paid by NCL due to reversal.

16. Service provider will indicate the rate as well as amount of CGST, SGST or IGST in invoice.

17. Service Provider should also give an undertaking on invoice or as separate Annexure along with invoice that Invoice/applicable GST returns has been /will be uploaded in GST portal within due time as prescribed in GST Act and has been deposited CGST,SGST or IGST as per provision of GST Act and rules thereon.

18. Service provider will file all the Returns and details as applicable under GST laws & rules within due dates.

19. Amount of Statutory levies like CGST,SGST or IGST will released when same will appear in GSTR 2A of NCL in common portal of GST and after submission of documentary evidence deposition of GST Taxes and filing of GST Returns.

20. In case the GST rating of vendor on the GST portal/Govt. official website is negative/black listed at any stage even after award of work, NCL has right to reject the letter of award.NCL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by NCL.

12/02/18

कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
इण्डिया लिमिटेड की अनुषंगी कंपनी)

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Phone: 05446-232204/07805-226920, (FAX) 05446 – 233614 email: gmdch.ncl@coalindia.in

21. Service provider will issue credit note as per the provision of Rule 53 of CGST Rule, 2017 on quality deduction or liquidity damage, if any arises.

22. If service provider defaults in uploading the invoice/uploading the applicable GST returns/deposit of applicable GST Taxes, NCL reserves the right to upload such defaulter on NCL website and may also consider for giving holiday/debarring from participating in future tenders.

23. All the clauses of Safety Code of the Tender Document, as laid down in Additional Safety Measures to be taken by the contractor, are to be strictly followed.

24. Please contact Sr.Manager (Civil) Mine, Dudhichua for instruction regarding commencement of work.

25. Two copies of LOA are being sent to you through registered post. You are requested to return one copy of LOA duly signed by you, as a token of acceptance of this LOA.

Your's Faithfully

17/09/18

Staff Officer (Civil)
Dudhichua Area

Copy to:

1. CVO, Singrauli
2. GM, Dudhichua Area
3. GM(C), NCL HQ, Singrauli
4. AFM, Dudhichua Area --- this is as per Finance Dry. No FC/Rev/18-19/1/121/21 Dated 10.08.2018 for Rs. 17,59,600.32 Service building repair Civil..
5. SO(P), Dudhichua Area
6. Sr. Manager(C) Mine , Dudhichua Project
7. The LOE (Central),MIG-10, Kothii Road, Civil Lines, Satna (M.P.).
8. Sri Anil Singh SOE (Civil)/DCH

5218 218

नॉदर्न कोलफील्ड्स लिमिटेड
(एक मिनिरत्न कम्पनी)
पो.आ. सिंगरौली, जिला सिंगरौली (म.प्र.) 486889
(एक आई.एस.ओ.-14001, आई.एस.ओ.-9001, ओहसास-18001एवं एस.ए.-8000 प्रमाणित संस्था)
फोननं: 07805-266588(कार्या), फैक्स: 07805-266640

Northern Coalfields Limited
(A Mini Ratna Company)
PO: Singrauli Colliery,
Distt: Singrauli, MP- 486 889
(An ISO 14001, ISO 9001, OHSAS-18001
&
SA 8000 Certified Company)
Phone : 07805-266588 (O), Fax - 07805-266640

No. GM(C)/SGR/LOA - 51 /ETN-11/15 / 2080 Date: 29.07.2015

(Regd Post)

To,
M/s. Chandrika Prasad Singh
Near Shiv Temple
Shankar Market, Jayant
Dist: Singruali (MP)

PAN – AHOPS6213N
A/C No. - 391701010013052
Union Bank of India, Morwa
TIN No: 23549126283
Vendor Code: C0233

Sub: Letter of Acceptance for the work **"Annual Operation and Maintenance of ETP at Dudhichua project (for 24 months)."**
Ref: Tender Notice No. : GM©/NCL/15-16/ETN-11 dtd 16.04.2015

Dear Sirs,

With reference to the above, we are pleased to convey that your offer to undertake the subject work at a total value of ₹ 84,02,209.90 (Rupees Eighty Four Lakhs Two Thousand Two Hundred Nine and Paise Ninety Only) has been accepted subject to the following stipulations

1. All the materials and equipment required for the work will be arranged by you.

2. You are required to submit the Registration / license under Contract Labour (R&A) Act, 1970 within 10 (Ten) days from the date of receipt of this Letter of Acceptance, if required.

3. The Performance Security (first part of security deposit) shall be 5% of the contract value amounting to 4,20,111/- (Rupees Four Lakhs Twenty Thousand One Hundred Eleven only). The earnest money amounting to ₹ 86200/- deposited by you along with the tender vide DD No. 937641 dtd 05.05.2015 issued by Union Bank of India, Morwa Branch has been taken as part of Performance Security.

   All running on account bills shall be paid @ 95% of work value. This 5% deduction towards retention money will be the second part of security deposit.

4. You are required to submit the following within 28 (Twenty eight) days from the date of receipt of this letter of acceptance for issuing formal work order and executing agreement for the work:
   i. ₹ 3,33,911/- towards amount of 5% Performance Security in acceptable form.
   ii. Copy of Sales Tax Registration Certificate/TIN (MP) & Income Tax PAN.
   iii. Copy of PAN based Service Tax Registration Certificate.
   iv. Copy of affidavit of Proprietorship deed.
   v. Copy of CMPF/EPF Registration or Copy of Affidavit for implementation of CMPF Act.
   vi. Authorisation form for e-Payment duly filled-in.
   vii. PERT/BAR Chart showing percentage of periodical progress for completion of work.
   viii. Non-Judicial Stamp Paper for ₹ 500.00 of MP State.
   ix. Copy of the letter of Handing over the site.

5. The work shall be completed within 730 (Seven Hundred Thirty) days from the date of commencement of the work. The date of commencement of the work shall be reckoned from the 10th day of issue of this letter of acceptance or from the 7 days of actual date of handing over of the site whichever is later.

6. In case of failure to start the work within specified date of commencement of work as per Cl. no. 5 of the subject LOA, the company shall be at liberty by giving 10 days notice in writing to start the work, failing which to forfiet the earnest money deposited by you and to rescind the LOA. Addtionally you will be debarred from participating in future tenders for period of 1 (one) year.

7. The work should be executed as per the BOQ, General Terms & Conditions, Additional Terms & Conditions, Scope of Work, Special Terms & Conditions, CPWD specifications, BIS Standards, description of the items of the accepted tender document and instructions of EIC.

8. You should ensure implementation of CMPF/EPF and Miscellaneous Provisions Act, 1952 and allied scheme framed thereunder in respect of workers deployed by you and will have to recover statutory dues and deposit the same along with employer's contribution (Contractor's share) to the respective CMPF/EPF Office and to submit statutory return under intimation to the Principal Employer.

9. All taxes (Except Service Tax), local, municipal, provincial or central etc. and cess, royalties etc. as payable shall be to the contractor's account and shall be deemed to have been included in the tendered rate for the work to be executed. Payment of Service Tax shall be dealt as per NIT Provisions.

10. The Service Tax calculated on the recommended value works out to ₹ 8,23,416.57 based on @ 14% of the 70% of the quoted value by the bidder. Out of which 50% i.e. ₹ 411708.29 shall be borne by the company & 50% i.e ₹ 411708.29 shall be paid by the contractor which shall be reimbursed on submission of the documentary evidence. However, the Service Tax shall be computed by the project at the prevalent rate of the Service tax during the course of execution of work after the competent approval.

11. All the Clauses of Safety Code of the Tender Document, as laid down in Additional Safety Measures to be taken by the contractor, are to be strictly followed.

12. Please contact GM(C) Dudhichua for instructions regarding commencement of the work.

13. Two copies of LOA is being sent to you through registered post. You are requested to return one copy of LOA duly signed by you, as a token of acceptance of this LOA.

Yours faithfully,

General Manager (Civil)
NCL, Singrauli

Copy to:-

a) CVO, NCL, Singrauli
b) TS to Dir(Tech/Op)/NCL
c) GM(C) DCH
d) AFM/ DCH– noted in ref. to BC for Rs. 92,25,626.47 under Head 'Revenue' vide BC against FC/Rev/2015-16/80/01 Servic building Repair dtd 25.07.2015 for Rs 23,00,000 and noted Rs 46,00,000 for FY 16-17, Rs 23,25,626.47 for FY 17-18.
e) Chief Manager (Civil)/Tender Cell-I/HQ.
f) Secretary to GM (Civil).
g) Incharge/QC, NCL, Singrauli
h) Sr PA/HQ, Sri Mukesh Chand
i) RLC, Jabalpur
j) ALC, Shahdol
k) Labour Enforcing Officer, Satna

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

Northern Coalfields Limited
(AMiniratna Company)
(A subsidiary of Coal India Limited)

Civil/Dudhichua Area

CIN- U10102MP1985GOI003160
An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company
पोस्ट-खड़िया, जिला: सोनभद्र(उ.प्र.), पिन 231222 / Post- Khadia, Dist.Sonebhadra (UP) PIN-231222
Phone: 05446-232204/07805-226920, (FAX) 05446 – 233614 email: gmdch.ncl@coalindia.in

No. DCH/SO(CIVIL)/LOA/F 892/2018-19/53 Dated- 21.2.19

To,

M/s G.L.Engg. Works
Ambedkar Nagar , Khadia
Distt-Sonebhadra (U.P.)

Bank A/c No	: 50063798106
Bank Name	: Allahabad,Shaktinager
PAN No	: AAJFG399Q
GST No-	:09AAJFG3992Q2ZE
Emai Id	:glew.sktn@gmail.com

Sub: Letter of Acceptance for the work " Providing and laying pipe line from CHP pump house to ETP for pumping waste water of workshop/CHP at Dudhichua Project."
Ref: Tender Notice No: DCH/C/18-19/ETN-39 Dated 08.12.2018
Tender ID : 2018_NCL_123193_1

Dear Sir,

With reference to the above, it is to convey that your offer to undertake the subject work at a total value of **Rs. 34,03,553.36 (Rupees Thirty four Lakh three thousand five hundred fifty three and Paise thirty six Only)** (excluding GST) has been accepted subject to the following stipulations:

1. All the **materials and equipment** required for the work will be arranged by you.

2. You are required to submit the **Registration/license under Contract Labour** (R&A) Act, 1970 **within 10 (Ten) days from the date of receipt of this** Letter of Acceptance, If required.

3. The **Performance security (first part of security deposit)** shall be **5% of the contract value** amounting to **Rs. 1,70,177.66/- (Rupees One lakh seventy thousand one hundred seventy seven and paise sixty six Only).** The **earnest money** amounted to **Rs.47,300/-** deposited by you online along with the tender vide **Bank Name : Axis Agreegator Bank Net banking, Bank/UTR Number : 45226707 , e Procurement Ref Number/PRN** Number : **127090363511** has been taken into as part of the performance security.
All running on account **bill shall be paid @ 95% of work value.** This **5% deduction towards retention money will be the second part of security deposit.**

4. You will have to deposit **Additional Performance Security** of **NIL**

21/2/19

0328481

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

Northern Coalfields Limited
(AMIniratna Company)
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Civil/Dudhichua Area

CIN- U10102MP1985GOI003160
An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company
पोस्ट-खड़िया जिला सोनभद्र(उ.प्र.), पिन 231222 / Post- Khadia, Dist.Sonebhadra (UP) PIN-231222
Phone: 05446-232204/07805-226920, (FAX) 05446 – 233614 email: gmdch.ncl@coalindia.in

5. You are required to submit the following **within 28 days (Twenty Eight) days** from the date of receipt of this letter of acceptance for issuing formal work order and executing agreement for the work :
(i) **Rs. 1,22,877.66/- (Rupees One lakh twenty two thousand eight hundred seventy seven and paise sixty six Only)** towards balance amount of **5% Performance Security** in acceptable form as stipulated in the NIT/ Tender Document.
(ii) **NIL** towards **Additional Performance Security** in acceptable form as stipulated in the NIT/Tender Document.
(iii) Income Tax PAN.
(iv) Copy of Proprietorship deed/Partnership deed, Power of Attorney etc.
(v) Copy of EPF/CMPF Registration or copy of undertaking for implementation of CMPF Act.
(vi) Authorization form for e payment duly filled in.
(vii) Non Judicial Stamp Paper for Rs. 500.00 of UP state.
(viii) Copy of the letter of Handing over site.
(ix) PAN based Vendor code, GSTIN number (MP/UP) and service Accounting Code (SAC) of subject work.
(x) A certificate from **practicing Chartered Accountant** having a valid membership number for complying of Anti-profiteering **clause u/s 171 as well as office memorandum F.No. 296/07/2017-CX.9** dated 15th June 2017 issued by Department of Revenue, Ministry of Finance, GOI.

6. The work shall be **completed within 120 days from the date of commencement** of the work. The date of commencement of the work shall be reckoned from the 10th day of issue of this letter of acceptance or from the 7 days of actual date of handling over of the site whichever is later.

7. In case of failure to start the work within specified date of commencement of work as per cl. No. 6 of the subject LOA ,the company shall be at liberty by giving 15 days notice in writing to start the work, failing which to forfeit the earnest money deposited by you and to rescind the LOA. Additionally you will be debarred from participating in future tenders for period of 1 (one) year.

8.The work should be executed as per the BOQ, General Terms and conditions, Additional Terms &Conditions, Scope of work, Special Terms & Conditions, CPWD specifications, BIS standards, description of the items of the accepted tender document and instruction of EIC.

9. You shall not pay less than the minimum wages to the labourers engaged by you as per minimum wages act or such other legislation or award of minimum wages fixed by the respective State Govt. or Central Govt. as may be in force.

10. You should ensure implementation of CMPF and allied schemes and Miscellaneous Provision Act, 1948 or Employees Provident Fund and Miscellaneous Provisions Act,1952 as the case may be and allied scheme framed there under in respect of workers deployed by you and will have to recover statutory dues and

21/7/14

0328482

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

Northern Coalfields Limited
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(A subsidiary of Coal India Limited)

Civil/Dudhichua Area

CIN- U10102MP1985GOI003160
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Phone: 05446-232204/07805-226920, (FAX) 05446 – 233614 email: gmdch.ncl@coalindia.in

deposit the same along with employer's contribution (Contractor's share) to the respective CMPF/EPF Office and to submit statutory return under intimation to the Principal Employer.

11. All taxes (Except GST) local, municipal, provincial or central etc and cess, royalties etc as payable shall be to the contractor's account and shall be deemed to have been included in the tendered rate for the work to be executed. Payment of GST shall be dealt as per prevalent GST Rules/Act.

12. The **GST calculated on the recommended** value works out to **Rs. 6,12,639.60 (Rupees Six lakh twelve thousand six hundred thirty nine and Paisa sixty Only)** based on **18% of the quoted value.** However, the Final amount of the GST shall be worked out on the basis of Final value of the work done after the competent approval. The total liability of GST will remain with the contractor.GST will be reimbursed to the contractor on production of uploaded invoice/documentary evidence.

13. Invoice issued by service provider should bear GST Registration **Number 09AABCN4884HIZ4** to enable NCL to claim INPUT TAX CREDIT.

14. Service provider will raise invoice strictly adhere as per the provision of section 31 of CGST Act,2017 along with Rule 46 & 47 of CGST Rule,2017.Service provider will upload the detail of invoice in GST portal as per the provision of GST Act.

15. When there is any delay of payment against the invoice due to fault of service provider and if any reversal of input tax credit arises the same will be recovered from service provider along with interest and penalty if any, as paid by NCL due to reversal.

16. Service provider will indicate the rate as well as amount of CGST, SGST or IGST in invoice.

17. Service Provider should also give an undertaking on invoice or as separate Annexure along with invoice that Invoice/applicable GST returns has been /will be uploaded in GST portal within due time as prescribed in CGST Act and has been deposited CGST,SGST or IGST as per provision of GST Act and rules thereon.

18. Service provider will file all the Returns and details as applicable under GST laws & rules within due dates.

19. Amount of Statutory levies like CGST,SGST or IGST will released when same will appear in GSTR 2A of NCL in common portal of GST and after submission of documentary evidence deposition of GST Taxes and filing of GST Returns.

20. In case the GST rating of vendor on the GST portal/Govt. official website is negative/black listed at any stage even after award of work, NCL has right to reject the letter of award.NCL shall not be obligated or liable

21/7/19

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

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Phone: 05446-232204/07805-226920, (FAX) 05446 – 233614 email: gmdch.ncl@coalindia.in

to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by NCL.

21. Service provider will issue credit note as per the provision of Rule 53 of CGST Rule, 2017 on quality deduction or liquidity damage, if any arises.

22. If service provider defaults in uploading the invoice/uploading the applicable GST returns/deposit of applicable GST Taxes, NCL reserves the right to upload such defaulter on NCL website and may also consider for giving holiday/debarring from participating in future tenders.

23. All the clauses of Safety Code of the Tender Document, as laid down in Additional Safety Measures to be taken by the contractor, are to be strictly followed.

24. Please **contact Project Engr. (Civil)I/C Mines, Dudhichua Area** for instruction regarding commencement of work.

25. Two copies of LOA are being sent to you through registered post. You are requested to return one copy of LOA duly signed by you, as a token of acceptance of this LOA.

Your's Faithfully

21/2/19

Staff Officer (Civil)
Dudhichua Area

Copy to:

1. CVO, Singrauli
2. GM, Dudhichua Area
3. GM(C)/HOD/NCL HQ Singrauli
4. AFM, Dudhichua Area --- this is as per Finance Dry. No FC/Reg.1/171/25 Dated 15.02.2019 for Rs. 9,00,000.00 under Misc. Cont.Activity.
   For FY 19-20 Rs.31,16,192.96
   Total Rs. 40,16,192.96
5. SO(P), Dudhichua Area
6. Project Engineer(C)I/C Mines, Dudhichua Area
7. The ALC, 189-4/A, Alopi Bagh, PO : Daraganj, Allahabad (UP)
8. Sri S.N. Singh SOE (Civil)/DCH

5224

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नॉर्दनकोलफील्ड्सलिमिटेड

Northern Coalfields Limited

(A Mini Ratna Company)
(A Govt. of India undertaking & Subsidiary of Coal India Limited)
Office of the General Manager Civil Engineering Department
PO Singrauli Colliery
Distt Singrauli MP 486 889

No GM(C)/SGR/LOA-174 / ETN-43/19/2125 Date: 07.02.2019

Registered Post

To,
M/s Chandrika Prasad Singh,
Shankar Market, ,
Sarsawaha Raja Jayant,
PO Jayant
Distt Singrauli MP-486889

PAN – AHOPS6213N
A/C No. - 391701010013052
Union Bank of India, Morwa
GST No. 23AHOPS6213N1ZV (MP)

Sub: Letter of Acceptance for the work of **"Operation, maintenance and civil works of ETP at NCL Dudhichua Project for a period of 24 months".**

Ref: Tender Notice No. : GM(C)/SGR/18-19/ETN-43 Dated: 31.08.2018 (Tender ID: 2018_NCL_112810_1)

Dear Sir,

With reference to the above, we are pleased to convey that your offer to undertake the subject work at a total value of **₹60,99,717.70** (Rupees Sixty Lakh Ninety Nine Thousand Seven Hundred Seventeen and Paise Seventy only) has been accepted subject to the following stipulations:

1. All the materials, equipment and manpower required for the work will be arranged by you.
2. You are required to submit the Registration / license under Contract Labour (R&A) Act, 1970 within 10 (Ten) days from the date of receipt of this Letter of Acceptance, if required.
3. The Performance Security (first part of security deposit) shall be 5% of the contract value amounting to ₹3,04,986/- (Rupees Three Lakh Four Thousand Nine Hundred Eighty Six only). The earnest money amounting to ₹1,22,700/- deposited by you along with the tender as per Online Payment Information vide, Bank Name: Axis Agreegator, Bank/UTR Number: 42335155, Ref/ PRN Number: 115417334301 has been taken as part of Performance Security.

   All running on account bills shall be paid @ 95% of work value. This 5% deduction towards retention money will be the second part of security deposit.

   You will have to deposit Additional Performance Security of ₹ 20,32,995.00 (Rupees Twenty Lakh Thirty Two Thousand Nine Hundred Ninety Five only) as per Clause No. 20.2 of ITB.
4. You are required to submit the following within 28 (Twenty eight) days from the date of issue of this letter of acceptance for issuing formal work order and executing agreement for the work:
   i. ₹1,82,286/- towards balance amount of 5% Performance Security in acceptable form.
   ii. ₹20,32,995.00 towards Additional Performance Security in acceptable form.
   iii. Copy of GST Registration Certificate & Service Accounting Code (SAC) of works/services.
   iv. Copy of Income Tax PAN.
   v. Copy of Proprietorship Affidavit, Power of attorney etc.
   vi. Copy of CMPF/EPF Registration or Copy of Affidavit for implementation of CMPF Act.
   vii. Authorisation form for e-Payment duly filled-in.
   viii. PERT/BAR Chart showing percentage of periodical progress for completion of work.
   ix. Copy of the letter of Handing over the site.
   x. Non-Judicial Stamp Paper for ₹ 500.00 of MP State.
   xi. A Certificate from practicing Chartered Accountant having a valid Membership Number for complying of Anti-Profiting Clause U/S 171 as well as Office Memorandum F. No. 296/07/2017-CX.9 dated 15.06.2017 issued by Department of Revenue, Ministry of Finance, GOI.

If Security Money is deposited in the form of Bank Guarantee, it should be issued through Structural Financial Messaging System (SFMS) Platform as per the format given in the Tender Document.

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1033050/-

5. The work shall be completed within 730 (Seven Hundred Thirty) days from the date of commencement of the work. The date of commencement of the work shall be reckoned from the 10th day of issue of this letter of acceptance or from the 7th day of actual date of handing over of the site whichever is later

6. In case of failure to start the work within specified date of commencement of work as per Cl. no. 5 of the subject LOA, the company shall be at liberty by giving 15 day's notice in writing to start the work, failing which to forfeit the earnest money deposited by you and to rescind the LOA. Additionally you will be debarred from participating in future tenders for a minimum period of 1(one) year

7. The work should be executed as per the BOQ, General Terms & Conditions, Additional Terms & Conditions, Scope of Work, Special Terms & Conditions, CPWD specifications, BIS Standards, description of the items of the accepted tender document and instructions of EIC.

8. You shall not pay less than the minimum wages to the laborers engaged by you as per Minimum Wages Act or such other legislation or award of minimum wages fixed by the respective State Govt. or Central Govt. as may be in force.

9. You should ensure implementation of CMPF and allied scheme and Miscellaneous Provision Act, 1948 or Employees Provident Fund and Miscellaneous Provisions Act, 1952 as the case may be and allied scheme framed thereunder in respect of workers deployed by you and will have to recover statutory dues and deposit the same along with employer's contribution (Contractor's share) to the respective CMPF/EPF Office and to submit statutory return under intimation to the Principal Employer.

10. All taxes (Except GST), local, municipal, provincial or central etc. and cess, royalties etc. as payable shall be to the contractor's account and shall be deemed to have been included in the tendered rate for the work to be executed.

11. Regarding GST, the following may please be noted:

(i) GST will be reimbursed on production of uploaded invoice / documentary evidence. Amount of statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2A of NCL in the common portal of GST and after submission of documentary evidence of deposition of GST Taxes and filing of GST Returns.

(ii) You will have to pass on Input Tax Credit by way of enclosing original Tax input invoice with bill.

(iii) All invoices submitted by you will have to be in the form of GST invoice giving all details as required under the law. You will raise invoice strictly adhering to provisions of Section 31 under CGST Act 2017 along with Rule 46 & 47 of CGST Rule, 2017. You will indicate the rate as well as amount of CGST, SGST or IGST in invoice. You will upload the details of invoice on GST portal as per the provisions of GST Act. Invoice issued by you should bear GST Registration Number of NCL [23AABCN4884HEM1ZE (MP) & 09AABCN4884H1Z4 (UP)] to enable NCL to claim input tax credit.

(iv) You will file all the Returns and details as applicable under GST Laws & Rules within due dates.

(v) You will give an undertaking on invoice or as separate Annexure along with the invoice that the Invoice / applicable GST Returns has been / will be uploaded on GST Portal within due time as prescribed in CGST Act and CGST, SGST or IGST has been deposited as per the provisions of GST Act and rules thereof.

(vi) If there is any delay of payment against the Invoice due to your fault and if any reversal of input tax arises, the same will be recovered from you along with interest and penalty if any, as paid by NCL due to reversal.

(vii) In case the GST rating of vendor on the GST Portal / Government's official website is negative / black listed at any stage even after award of work, NCL has right to cancel the Letter of Award. NCL shall not be obliged or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with all penalties / interest, if any incurred by NCL.

(viii) You will issue credit note as per the provisions of Rule 53 of CGST Rule, 2017 on quality deduction or Liquidated Damages, if any arises.

(ix) If you default in uploading the invoice / applicable GST Returns or default in deposit of applicable GST Taxes, NCL reserves the right to upload such defaulter on NCL website and may also debar you from participating in future tenders for a minimum period of one year.

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12. All the Clauses of Safety Code of the Tender Document, as laid down in Additional Safety Measures to be taken by the contractor, are to be strictly followed.

13. Please contact the Dy. GM(Civil) / S.O(C), Dudhichua for instructions regarding commencement of the work.

Yours faithfully,

07/02/19

General Manager (Civil)/HOD
NCL, Singrauli

Copy to -

1. CVO, NCL, Singrauli
2. GM, Dudhichua
3. GM(Finance) I/c, NCL, Singrauli
4. Staff Officer(Civil), Dudhichua
5. SO(P)/ Dudhichua
6. AFM/ Dudhichua – in ref. to BC under HEAD: Serv. Building Repair- Civil vide BC/FC: REG. 1/121/32 dated 06.02.2019 for Rs. 3,00,000/- in FY 2018-19.
7. Chief Manager (Civil)/Tender Cell/HQ.
8. Incharge/QC, NCL, Singrauli
9. Regional Labour Commissioner (C), Block No. 10, Civic Centre, Marhatal, Jabalpur (MP) 482002
10. Assistant Labour Commissioner (C), A/1, M P Housing Board Colony, near Gayatri Mandir, Shahdol – 484001 (MP)
11. Labour Enforcing Officer (C), MIG-10, Kothi Road, Civil Lines, Satna – 485001 (MP)

नॉर्दनकोलफील्ड्सलिमिटेड
(एकमिनीरत्नकम्पनी)
(भारतसरकारकाएकउपक्रमऔरकोलइंडियालिमिटेडकीएकसहायककम्पनी)
महाप्रबंधककार्यालय, सिविलअभियांत्रिकीविभाग
पीओ: सिंगरौली कोलियरी,
जिला: सिंगरौली, मध्यप्रदेश - 486889

Northern Coalfields Limited
(A Mini Ratna Company)
(A Govt. of India undertaking & Subsidiary of Coal India Limite
Office of the General Manager, Civil Engineering Department
PO: Singrauli Colliery,
Distt: Singrauli, MP- 486 889

No. GM(C)/SGR/LOA-03 /ETN-98/21-22/59 Date: 07.04.2021

Registered Post

To,
M/s Chandrika Prasad Singh,
Shankar Market Sarsawaha Raja Jayant,
PO Jayant,
Distt Singrauli MP-486890
Email: vinodksingh68@gmail.com

PAN – AHOPS6213N
GSTIN No: 23AHOPS6213N1ZV (MP)

Sub: Letter of Acceptance for the work **"Operation and maintenance of Effluent treatment plant and other miscella-neous works at Dudhichua Project for a period of 2 years."**

Ref: Tender Notice No. : 1. GM(C)/SGR/20-21/ETN-98 Dated: 21.11.2020. (Tender ID: 2020_NCL_188446_1)

Dear Sir,

With reference to the above, we are pleased to convey that your offer to undertake the subject work at a total value of ₹ **74,50,267.32 (₹63,13,785.86+GST@18% ₹11,36,481.46)** (Rupees Seventy Four Lakh Fifty Thousand Two Hundred Sixty Seven and Paisa Thirty Two only), has been accepted subject to the following stipulations:

1. All the materials, equipment and manpower required for the work will be arranged by you.
2. You are required to submit the Registration / license under Contract Labour (R&A) Act, 1970 within 10 (Ten) days from the date of receipt of this Letter of Acceptance, if required.
3. The Performance Security (first part of security deposit) shall be 3% of the contract value amounting to ₹2,23,509/- (Rupees Two Lakh Twenty Three Thousand Five Hundred and Nine only). The earnest money amounting to ₹1,42,700/- deposited by you along with the tender as per Online Payment Information vide, Bank Name: Axis Agreegator, Bank/UTR Number: 73323715, Ref/ PRN Number: 193983583967 has been taken as part of Performance Security.

   All running on account bills shall be paid @ 95% of work value. This 5% deduction towards retention money will be the second part of security deposit.

   You will have to deposit Additional Performance Security of Rs. 30,48,345.00 (Rupees Thirty Lakh Forty Eight Thousand Three Hundred and Forty Five only) as per Clause No. 4.8 of Conditions of Contract.
4. You are required to submit the following within 21 (Twenty One) days from the date of receipt of this letter of acceptance for issuing formal work order:
   - i. ₹80,809/- towards balance amount of 3% Performance Security in acceptable form.
   - ii. ₹30,48,345.00 towards Additional Performance Security in acceptable form.
   - iii. Copy of GST Registration Certificate & Service Accounting Code (SAC) of works/services.
   - iv. Copy of Income Tax PAN.
   - v. Copy of Proprietorship Affidavit, Power of attorney etc.
   - vi. Copy of CMPF/EPF Registration or Copy of Affidavit for implementation of CMPF Act.
   - vii. Authorisation form for e-Payment duly filled-in.
   - viii. PERT/BAR Chart showing percentage of periodical progress for completion of work.
   - ix. Non-Judicial Stamp Paper for ₹ 500.00 of MP State.
   - x. Insurance policies as per clause 13 (xviii) of Conditions of Contract.
   - xi. Copy of the letter of Handing over the site.
   - xii. A Certificate from practicing Chartered Accountant having a valid Membership Number for complying of Anti-Profiting Clause U/S 171 as well as Office Memorandum F. No. 296/07/2017-CX.9 dated 15.06.2017 issued by Department of Revenue, Ministry of Finance, GOI.

07/04/2021

Contd....P/2

If Security Money is deposited in the form of Bank Guarantee, it should be issued through Structural Finan... Messaging System (SFMS) Platform as per the format given in the Tender Document.

In case the successful bidder fails to submit the Performance Security and Additional Performance Security, if any within the stipulated time then the award of work shall be cancelled with forfeiture of the bid security/ earnest money.

Additionally, the company shall 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.

5. The work shall be executed for and completed within 730 (Seven Hundred Thirty) days from the date of commencement of the work. The date of commencement of the work shall be reckoned from the 10th day of issue of this letter of acceptance or from the 7th day of actual date of handing over of the site whichever is later. However, the Date of Commencement may be decided with mutual consent with the Contractor prior to the date as prescribed above.

6. In case of failure to start the work within specified date of commencement of work as per Cl. no. 5 of the subject LOA, the company shall be at liberty by giving 15 day's notice in writing to start the work, failing which to forfeit the earnest money deposited by you and to rescind the LOA. Additionally you will be debarred from participating in future tenders for a minimum period of 1(one) year.

7. The work should be executed as per the BOQ, General Terms & Conditions, Additional Terms & Conditions, Scope of Work, Special Terms & Conditions, CPWD specifications, BIS Standards, description of the items of the accepted tender document and instructions of EIC.

8. You shall not pay less than the minimum wages to the laborers engaged by you as per Minimum Wages Act or such other legislation or award of minimum wages fixed by the respective State Govt. or Central Govt. as may be in force.

9. You should ensure implementation of CMPF and allied scheme and Miscellaneous Provision Act, 1948 or Employees Provident Fund and Miscellaneous Provisions Act, 1952 as the case may be and allied scheme framed thereunder in respect of workers deployed by you and will have to recover statutory dues and deposit the same along with employer's contribution (Contractor's share) to the respective CMPF/EPF Office and to submit statutory return under intimation to the Principal Employer.

10. All taxes (Excluding GST & GST Compensation Cess, if applicable), local, municipal, provincial or central etc. and other levies, royalty, building & construction workers cess (if applicable), etc. as payable shall be to the contractor's account and shall be deemed to have been included in the tendered rate for the work to be executed. Payment of GST & GST Compensation Cess shall be dealt as per NIT Provisions, GST Act & Rules, and other stipulations mentioned in this letter.

11. Regarding GST, the following may please be noted:

(i) GST will be reimbursed on production of uploaded invoice / documentary evidence. Amount of statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2A of NCL in the common portal of GST and after submission of documentary evidence of deposition of GST Taxes and filing of GST Returns.

(ii) You will have to pass on Input Tax Credit by way of enclosing original Tax input invoice with bill.

(iii) All invoices submitted by you will have to be in the form of GST invoice giving all details as required under the law. You will raise invoice strictly adhering to provisions of Section 31 under CGST Act 2017 along with Rule 46 & 47 of CGST Rule, 2017. You will indicate the rate as well as amount of CGST, SGST or IGST in invoice. You will upload the details of invoice on GST portal as per the provisions of GST Act. Invoice issued by you should bear GST Registration Number of NCL [23AABCN4884HEM1ZE (MP) & 09AABCN4884H1Z4 (UP)] to enable NCL to claim input tax credit.

(iv) You will file all the Returns and details as applicable under GST Laws & Rules within due dates.

(v) You will give an undertaking on invoice or as separate Annexure along with the invoice that the Invoice / applicable GST Returns has been / will be uploaded on GST Portal within due time as prescribed in CGST Act and CGST, SGST or IGST has been deposited as per the provisions of GST Act and rules thereof.

(vi) If there is any delay of payment against the Invoice due to your fault and if any reversal of input tax arises, the same will be recovered from you along with interest and penalty if any, as paid by NCL due to reversal.

Contd....P/3

(vii) In case the GST rating of vendor on the GST Portal / Government's official website is negative / black listed at any stage even after award of work, NCL has right to cancel the Letter of Award. NCL shall not be obliged or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with all penalties / interest, if any incurred by NCL.

(viii) You will issue credit note as per the provisions of Rule 53 of CGST Rule, 2017 on quality deduction or Liquidated Damages, if any arises.

(ix) If you default in uploading the invoice / applicable GST Returns or default in deposit of applicable GST Taxes, NCL reserves the right to upload such defaulter on NCL website and may also debar you from participating in future tenders for a minimum period of one year.

12. All the Clauses of Safety Code of the Tender Document, as laid down in Additional Safety Measures to be taken by the contractor, are to be strictly followed.

13. Please contact the GM, Dudhichua/ Dy. GM(Civil)/ SO(C), Dudhichua for instructions regarding commencement of the work.

Yours faithfully,

05/04/2021

(G.K. Raghav)
General Manager (Civil)/HOD
NCL, Singrauli

Copy to:-

1. CVO, NCL, Singrauli
2. TS to Dir (T/P&P)/NCL
3. GM, Dudhichua, NCL
4. GM, Env., NCL
5. GM (Civil)/Tender Cell/HQ.
6. Dy. GM(Civil)/ SO(C), Dudhichua
7. AFM/ Dudhichua –in ref. to HEAD: ENVIR-OPR. MAINT-ETP/STP, BC&FC - FY 21-22 : REG. 1/271/2, Date : 07-Apr-21, Amount (FY-21-22): ₹ 34,15,000.00, Total Value : ₹ 74,50,267.32.
8. Incharge/QC, NCL, Singrauli
9. Regional Labour Commissioner (C), Block No. 10, Civic Centre, Marhatal, Jabalpur (MP) 482002
10. Assistant Labour Commissioner (C), A/1, M P Housing Board Colony, near Gayatri Mandir, Shahdol – 484001 (MP)
11. Labour Enforcing Officer (C), MIG-10, Kothi Road, Civil Lines, Satna – 485001 (MP)

(1)

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

एन सी एल NCL

Northern Coalfields Limited
(A Mini Ratna Company)
(A subsidiary of Coal India Limited)

DUDHICHUA AREA
Civil Engineering Department

CIN- U10102MP1985GOI003160
An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company

Office of the General Manager, Dudhichua Area, NCL,
Post: Khadia, Distt: Sonebhadra, U.P., PIN: 231222
Phone: 05446-232204 / 07805-226920, FAX: 05446-233614, Email: gmdch.ncl@coalindia.in

No. NCL/DCH/SO(C)/F 1217/LOA/2023-24/ETN-31/ 78 **Date :** 02.05.23

To,

M/s Chandrika Prasad Singh,
Shankar Market,
Saraswaha Raja,PO-Jayant,
Distt.- Singrauli, MP-486890
Email ID : vinodksingh68@gmail.com
Mobile No. : 9425161906

Bank A/c No.	**: 391701010013052**
Bank Name	**: UBI, Morwa, Singrauli**
PAN No	**: AHOPS6213N**
GSTIN No	**: 23AHOPS6213N1ZV**

Subject : Letter of Acceptance for the work **"Operation & Maintenance of ETP and other miscellaneous works at Dudhichua Project for a period of 02 (two) years."**

Reference : 1. Your offer in response to Tender Notice No: DCH/SO(C)/22-23/ETN-31 Dated- 06.02.2023,
2. E-office No.- 1060189.
3. Tender Id : 2023_NCL_270237_1.

Dear Sir,

Pursuant to the above Tender / Bid Notice, Tender / Bids were invited for the above mentioned work and you had submitted a Tender in response to the aforesaid Tender / Bid Notice as per the Terms & Conditions stipulated for submission of Tender / Bid, which shall form part of this LOA.

With reference to the above, this is to communicate that the competent authority of M/s Northern Coalfields Limited has awarded the subject work to you for an amount of **₹ 82,49,201.67 (₹ 69,90,849.10 + GST @ 18% ₹ 12,58,352.84), i.e., (Rupees Eighty Two Lakh Forty Nine Thousand Two Hundred One and Paise Sixty Seven Only),** subject to the following conditions / stipulations, in addition to those set out in the Tender / Bid Notice –

Sl No.	Estimated cost put to tender incl. GST	Quotes percentage by L1 bidder w.r.t estimated cost put to tender	Accepted/Awarded amount incl.GST
1.	1,36,82,537.64	39.71% Below	82,49,201.67

(1) All the materials, equipment and manpower required for the work will be arranged by you.

(2) You are required to submit the Registration / License under Contract Labour (R&A) Act, 1970 within 10 (Ten) days from the date of receipt of this Letter of Acceptance, if required.

(3) The Performance Security (i.e., the 1st part of Security Deposit) shall be 3% of the Contract Value amounting to **Rs. 2,47,477/- (Rupees Two Lakh Forty Seven Thousand Four Hundred Seventy Seven Only).** The **earnest money** amounting to **Rs.1,71,100.00** deposited by you vide **Bank/UTR No.- 128190458 and PRN No.- 279610919316 through Axis Agreegator Bank Netbanking** has been taken into account as part of Performance Security. Also **Rs. 76,377/- (Rupees Seventy Six Thousand Three Hundred Seventy Seven Only) is required** as balance amount of Performance Security. In addition to above, all running on account bill shall be paid @ 95% of Work Value and the 5% deduction such made, shall form the Retention Money, i.e., the 2nd part of Security Deposit.

02.05.2023
Staff Officer (Civil)
Dudhichua Area

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

एन सी एल
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Civil Engineering Department

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Phone: 05446-232204 / 07805-226920, FAX: 05446-233614, Email: gmdch.ncl@coalindia.in

(4) You will have to deposit **Additional Performance Security** of **Rs. 33,80,956.00/- (Rupees Thirty Three Lakh Eighty Thousand Nine Hundred Fifty Six Only)** as per clause no **14.2 of ITB**.

(5) You are required to **submit the following within 21 days (Twenty one days) from the date of receipt of this letter of acceptance** for issuing formal Work Order for the work –

(a) **Rs. 32,955/- (Rupees Thirty Two Thousand Nine Hundred Fifty Five Only) is required** as balance amount of Performance Security in acceptable form;
(b) **Rs. 33,80,956.00/- (Rupees Thirty Three Lakh Eighty Thousand Nine Hundred Fifty Six Only) as APS** in acceptable form;
(c) Self attested Copy of GST Registration Certificate& Service Accounting Code (SAC) of works/services;
(d) Self attested Copy of Income Tax PAN;
(e) Self attested Copy of Proprietorship Deed / Partnership Deed / Power of Attorney etc.;
(f) Self attested Copy of CMPF / EPF Registration or copy of affidavit for implementation of CMPF Act;
(g) Authorization form for e payment duly filled in, signed & sealed;
(h) Non Judicial Stamp Paper for Rs. 500.00 of UP state;
(i) PERT / BAR Chart showing percentage of periodical progress for completion of work, signed & sealed;
(j) Self attested Copy of the letter of site hand over;
(k) A certificate issued by a practicing Chartered Accountant having a valid membership number with Institute of Chartered Accountant of India for complying of Anti-profiteering clause u/s 171 of CGST Act 2017 as well as office memorandum F.No. 296/07/2017-CX.9 dated 15th June 2017 issued by the Department of Revenue, Ministry of Finance, Govt. of India.

(6) If Security Money is deposited in the form of Bank Guarantee, it should be issued through Structural Financial Management System (SFMS) Platform as per the format given in the Tender Document.

(7) In case you fail to submit the Performance Security and Additional Performance Security, if any, within the stipulated time of 21 days then the award of work shall be cancelled with forfeiture of the Bid Security / Earnest Money, if any.

(8) The work shall be completed within **730 (Seven Hundred Thirty)** days from the date of commencement of the work. The date of commencement of the work shall be reckoned from the 10th day of issue of this Letter of Acceptance or from the 7th day of actual date of handing over of the site, whichever is later. However, the Date of Commencement can also be decided with mutual consent with the Contractor prior to the date as prescribed above.

(9) In case of failure to start the work within specified date of commencement of work as per Cl. No. (7), above, of the subject LOA, the company shall be at liberty by giving 15 days notice in writing to start the work, failing which to forfeit the earnest money deposited by you and to rescind the LOA and also debar you to take part in the future re-tender(s). Also, in place of a Bid Security (EMD), for defaults of which attract forfeiture of EMD as defined in the request for the bid documents, you will be banned for 1 (one) year from being eligible to submit bids in CIL and/or its subsidiaries, as per approval of competent authority of the company.

(10) The work should be executed as per the BOQ, General Terms and conditions, Additional Terms & Conditions, Scope of work, Special Terms & Conditions, CPWD specifications, BIS standards MPPWD / MORTH (in case of road work), description of the items of the accepted tender document and instruction of EIC.

02.05.2017
Staff Officer (Civil)
Dudhichua Area

3/5

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

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(11) You are to employ, to the extent possible (as per policy decision of the company in effect from time to time), local project affected persons & pay wages not less than the minimum wages fixed by the respective state/Central Govt., as may be in force.

(12) You shall depute yourself &/or your authorized representative having proper & sufficient powers, at the work site during the period of Contract to interact & receive instructions from the Department.

(13) You shall not pay less than the minimum wages to the labors engaged by you as per Minimum Wages Act or such other legislation or award of minimum wages fixed by the respective State Govt. or Central Govt., as may be in force.

(14) You should ensure implementation of CMPF and Allied Scheme and Miscellaneous Provision Act, 1948 Employees Provident Fund and Miscellaneous Provisions Act, 1952 as the case may be and allied scheme framed there under in respect of workers deployed by you and will have to recover statutory dues and deposit the same along with employer's contribution (Contractor's share) to the respective CMPF/EPF Office and to submit statutory return under intimation to the Principal Employer.

(15) All duties, taxes (excluding GST & GST Compensation Cess, if applicable), local, municipal, provincial or central etc. and other levies, royalty, building & construction workers cess (if applicable), etc. as payable shall be to yours account and shall be deemed to have been included in the tendered rate for the work to be executed. Payment of GST & GST Compensation Cess shall be dealt as per NIT Provisions, GST Act Rules, and other stipulations as mentioned in this letter, & as prevailing at respective times, as per extant rules.

(16) Regarding GST, the following may please be noted –

(a) GST will be reimbursed on production of uploaded invoice / documentary evidence. Amount of statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2A of NCL in common portal of GST and after submission of documentary evidence of deposition of GST Taxes and fling of GST Returns.
(b) You will have to pass on Input Tax Credit by way of enclosing original Tax input invoice with bill.
(c) All invoices submitted by you will have to be in the form of GST invoice giving all details as required under the law. You will raise invoice strictly adhering to provisions of Section 31 under CGST Act 2017 along with Rule 46 & 47 of CGST Rule, 2017 You will indicate the rate as well as amount of CGST, SGST or IGST in invoice You will upload the details of invoice on GST portal as per the provisions of GST Act Invoice issued by you should bear GST Registration Number of NCL [23AABCN4884H1ZE (MP) &09AABCN4884H1Z4 (UP)] to enable NCL to claim input tax credit.
(d) You will file all the Returns and details as applicable under GST Laws & Rules within due dates.
(e) You will give an undertaking on invoice or as separate Annexure along with the invoice that the invoice! applicable GST Returns has been / will be uploaded on GST Portal within due time as prescribed in CGST Act and CGST, SGST or IGST has been deposited as per the provisions of GST Act and rules thereof.
(f) If there is any delay of payment against the Invoice due to your fault and if any reversal of input tax arises, the same will be recovered from you along with interest and penalty if any as paid by NCL due to reversal.
(g) In case the GST rating of vendor on the GST Portal/Government's official website is negative/black listed at any stage even after award of work NCL has right to cancel the Letter of Award. NCL shall not be obliged or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with a penalties interest if any incurred by NCL.
(h) You will issue credit note as per the provisions of Rule 53 of CGST Rule, 2017 on quality deduction of Liquidated Damages, if any arises.

02.01.2023
Staff Officer (Civil)
Dudhichua Area

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

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(i) If you default in uploading the invoice/applicable GST Returns or default in deposit of applicable GST Taxes, NCL reserves the right to upload such defaulter on NCL website and may also debar you from participating in future tenders for a minimum period of one year.

(17) As per clause 8.4 of GTC of NIT, Materials conforming to approved samples shall only be brought to site, as such, you immediately contact Project Engineer (Civil)/IC-I&M (Civil)/Dudhichua for the approval of samples of materials to be used in the work.

(18) The contractors shall register themselves on the Contract Labor Payment Management Portal (CLPMP) of CIL within 30 days and will have to enter and update periodically the following details in the portal –
(a) Work Order details;
(b) Contractor workers details and wages payment details in respect of each Work Order;
(c) Attendance of labours engaged in this work is to be marked on Biometric System in consultation with Personnel Department.

(19) All the clauses of Safety Code of the Tender Document, as laid down in Additional Safety Measures to be taken by the contractor, are to be strictly followed.

(20) Project Engineer (Civil) / IC-I&M (Civil), Dudhichua Project shall be the Engineer-in-charge for the work. Please contact Project Engineer (Civil) / IC-I&M (Civil), Project Dudhichua for instruction regarding commencement of work.

It is also requested you to point-out & inform us about any discrepancy, if occurred while issuing this letter, so as to get it corrected timely.

Encl : Copy of L1 Tendered BOQ.

Yours Faithfully

02.05.2023

Staff Officer (Civil),
NCL, Dudhichua Area

(02.05.23)

Copy to:

1. CVO/Singrauli;
2. GM/ Dudhichua Area;
3. GM(C)/HOD/ NCL HQ/ Singrauli;
4. PO/DCH;
5. I/C-Quality Control/HQ (Civil) - with a request to collect the samples of construction materials as per norms from the site during execution of the work;
6. AFM, Dudhichua Area - In reference to Budget For Rs 41,24,600.83, Financial Year: 2023-24 Certified Towards FC-FY 23-24: 61/6 (A/c Head- 41100018) Dated- 02.05.2023, under Head- Envrn. Exp., Total amount- Rs.82,49,201.66;
7. SO(P), Dudhichua Area- For implementation of various rules of payment of mininmum wages & contribution towards CMPF/EPF & statutory provisions;
8. PE (Civil)/ IC-I&M(Civil), Dudhichua;
9. Regional Labour Commissioner(C), Bhoot Nath Ashram, Sarvodaya Nagar, Kanpur-208005(UP);
10. Assistant Labour Commissioner(C),189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP);
11. Labour Enforcing Officer (C), 189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP);
12. Work File 1217.

Validate | Print | Help

Percentage BoQ

Tender Inviting Authority: STAFF OFFICER (Civil), DUDHICHUA AREA

Name of Work : Operation & Maintenance of ETP and other miscellaneous works at Dudhichua Project for a period of 2(two) years.

(NIT No : DCH/SO(C)/22-23/ETN-31 DATED: 06.02.2023)

	Category of Services (To Be Selected by Department)	Category of Bidder(To Be Selected by Bidder)	To Be Entered by Department		
ITC Available	Works Contract	Bidder's Status (Mandatory)	Rate of GST (in %)	GST to be Paid By Bidder (in Rs.)	GST to be Paid By OIL/Subsidiary (in Rs.)
Name of the Bidder/ Bidding Firm / Company :	**M/S CHANDRIKA PRASAD SINGH**	GST Registered Bidder	18.00	1258352.84	0.00

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT in Rs. P	TOTAL AMOUNT in Words
1	2	3	4	5	6	7
1	Earth work in excavation by mechanical means (hydraulic excavator) manual means over areas (exceeding 30 cm in depth 1.5 m in width as wekk as 10sqm on plan) including getting out and disposal of excavated earth lead upto 50m and lift upto 1.5m as directed by Engineer-in-charge.					
1.1	All kinds of soil	6000	cum	148.9	**893400.00**	INR Eight Lakh Ninety Three Thousand Four Hundred Only
2	Extra rates for quantities of works executed ; Note for item no.2.24. The extra percentage rate is applicable in respect of each item but limited to quantities of work executed in these difficult conditions . The unit namely metre depth to be considered for payment shall be the depth measured.from the sub soil water level upto the centre of gravity of the quantity executed in difficult conditions. The depth shall be reckoned correctto 0.1 metre 0.05 metre or more shall be taken as 0.1 metre and less than 0.05 metre ignored.					
2.1	In or under water and /or liquid mud , including pumping out water as required.	6000	meter depth	20	**120000.00**	INR One Lakh Twenty Thousand Only
3	Extra for every additional lift of 1.5 m or pert thereof in excavation / banking excavated or stacked materials.					
3.1	All kinds of soil	3500	per meter depth	67.6	**236600.00**	INR Two Lakh Thirty Six Thousand Five Hundred & Ninety Nine and Paise One Hundred Only
4	Supplying and filling a pump with sand under floors including watering , ramming consolidating and dressing complete.	80	cum	1499.9	**119992.00**	INR One Lakh Nineteen Thousand Nine Hundred & Ninety Two Only
5	Carriage of materials by mechanical transport including loading, unloading and stacking :Loose moorum/sand/earth/surkhi/cement/stone dust/hot mix asphalt material					
5.1	Earth-lead 4 Km	6000	cum	140.66	**843960.00**	INR Eight Lakh Forty Three Thousand Nine Hundred & Sixty Only
6	Finishing walls with Arcylic Smooth exterior paint of required shade:					
6.1	Old work (One or more coats applied @ 0.9 ltr /10 sqm)	1970	sqm	52.75	**103917.50**	INR One Lakh Three Thousand Nine Hundred & Seventeen and Paise Fifty Only
7	Painting with synthetic enamel paint of approved brand and manufacture of required colour give an even shade:					
7.1	One or more coats on old work	740	sqm	61.5	**45510.00**	INR Forty Five Thousand Five Hundred & Ten Only
8	Distempering with oil bound washable distemper of approved brand and manufacture to give an even shade:					
8.1	Old work (One or more coats)	668	sqm	41.5	**27722.00**	INR Twenty Seven Thousand Seven Hundred & Twenty Two Only
9	Supply stacking of following chemical as per specification therein in store room including maintaning stock room of ETP register daily (Manufacture test certificate is to be submitted per lot)					
9.1	Lime:(Hydrated Lime to be used having commercial strength i.e. Cao content not less than 60%	252000	kg	4.88	**1229760.00**	INR Twelve Lakh Twenty Nine Thousand Seven Hundred & Sixty Only
9.2	Alum:(Ferric Alum to be used as per design recommendation of ETP having commercial strength i.e. Alumina content not less than 15%	252000	kg	7.72	**1945440.00**	INR Nineteen Lakh Forty Five Thousand Four Hundred & Forty Only
9.3	Polyelectrolyte : a) Solubility in water in all , PH -5/6 b) Specific gravity 1.00 to 1.10 c) Viscisity : as per manufactures recommendation for industrial effulent d) Toxicity : Product should be non toxic , 90 food grade , certificate of non toxicity from standard laboratories	1880	kg	92.9	**174652.00**	INR One Lakh Seventy Four Thousand Six Hundred & Fifty Two Only
10	Small Repair and maintenance of equipments, pumps, motor and electric switch ,pane (periodic, preventive as per OEM guide line including breakdown maintenance) replacement of worn out/ damage parts from OEM and house keeping including supply of spares parts, lubricants, gland packing and gear oil by deploying minimum one helper and fitter for 15 days in a months or as and when required as per requirement as per instructions of EIC.	24	month	17065.11	**409562.64**	INR Four Lakh Nine Thousand Five Hundred & Sixty Two and Paise Sixty Four Only
11	Procurement of testing reagents , daily testing of raw and treated effluent as per norms, weekly testing from authorised laboratory (for COD. PH, Oil and Grease and SS in ETP) including cost of accessories.	24	months	8100.16	**194403.84**	INR One Lakh Ninety Four Thousand Four Hundred & Three and Paise Eighty Four Only
12	Supply of coarse aggregate (20 mm size) for replacement of fillter media of sludge drying beds	120	cum	1968.74	**236248.80**	INR Two Lakh Thirty Six Thousand Two Hundred & Forty Eight and Paise Eighty Only
13	Operation of Effluent Treatment Plant (ETP) and oil and grease traps (O &G) including pumping of raw water from sump, dozing of chemicals in flash mixer, pumping of treated water into water stand post for sprinkling including guarding of pumps, cable and other equipment and accessories in and around of ETP, CHP pump house and maintaining of pumping records. (Minimum 7 nos semi skilled and 3 nos unskilled manpower is to be deployed daily)	730	days	6868.77	**5014202.10**	INR Fifty Lakh Fourteen Thousand Two Hundred & Two and Paise Ten Only
14	Total impact of GST for the purpose of GTC	1.000	Nos	0.00	**0.00**	INR Zero Only
Total in Figures					6990849.10	INR One Crore Fifteen Lakh Ninety Five Thousand Three Hundred & Seventy and Paise Eighty Eight Only
Quoted Rate in Figures			Less (-)	38.71%	6990849.10	INR Sixty Nine Lakh Ninety Thousand Eight Hundred & Forty Nine and Paise Ten Only
Quoted Rate in Words		INR Sixty Nine Lakh Ninety Thousand Eight Hundred & Forty Nine and Paise Ten Only				

02.05.2023

Staff Officer (Civil)
Dudhichua Area
(02.05.23)

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

Northern Coalfields Limited
(A Mini Ratna Company)
(A subsidiary of Coal India Limited)

DUDHICHUA AREA
Civil Engineering Department

CIN- U10102MP1985GOI003160
An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company

Office of the General Manager, Dudhichua Area, NCL,
Post: Khadia, Distt: Sonebhadra, U.P., PIN: 231222
Phone: 05446-232204 / 07805-226920, FAX: 05446-233614, Email: gmdch.ncl@coalindia.in

No. NCL/DCH/SO(C)/F 1236/LOA/2023-24/ETN-47/ 97 **Date :** 09.06.23

To,

M/s Associate Engineers and Builders,
Nawanagar, P.O.- Nigahi
Distt.- Singrauli, MP-486884
Email ID : jain.balram1@gmail.com
Mobile No. : 9425178993

Bank A/c No.	**: 11319645438**
Bank Name	**: SBI, Amlohri**
PAN No	**: AEQPJ3198A**
GSTIN No	**: 23AEQPJ3198A1ZL**

Subject : Letter of Acceptance for the work **"Cleaning of siltation tank & collection ponds connected with ETP Pumping Station at CHP Junction at Dudhichua Project for a period of 02 (two) years."**

Reference : 1. Your offer in response to Tender Notice No: DCH/SO(C)/22-23/ETN-47 Dated- 30.03.2023,
2. E-office No.- 1021805.
3. Tender Id : 2023_NCL_276848_1.

Dear Sir,

Pursuant to the above Tender / Bid Notice, Tender / Bids were invited for the above mentioned work and you had submitted a Tender in response to the aforesaid Tender / Bid Notice as per the Terms & Conditions stipulated for submission of Tender / Bid, which shall form part of this LOA.

With reference to the above, this is to communicate that the competent authority of M/s Northern Coalfields Limited has awarded the subject work to you for an amount of **₹ 30,71,928.28 (₹ 26,03,329.05+ GST @ 18% ₹ 4,68,599.23), i.e., (Rupees Thirty Lakh Seventy One Thousand Nine Hundred Twenty Eight and Paise Twenty Eight Only),** subject to the following conditions / stipulations, in addition to those set out in the Tender / Bid Notice –

Sl No.	Estimated cost put to tender incl. GST	Quotes percentage by L1 bidder w.r.t estimated cost put to tender	Accepted/Awarded amount incl.GST
1.	65,51,350.56	53.11% Below	30,71,928.28

(1) All the materials, equipment and manpower required for the work will be arranged by you.

(2) You are required to submit the Registration / License under Contract Labour (R&A) Act, 1970 within 10 (Ten) days from the date of receipt of this Letter of Acceptance, if required.

(3) The Performance Security (i.e., the 1st part of Security Deposit) shall be 3% of the Contract Value amounting to **Rs. 92,158/- (Rupees Ninety Two Thousand One Hundred Fifty Eight Only).** The **earnest money** amounting to **Rs.81,900.00** deposited by you vide **Bank/UTR No.- 133279377 and PRN No.- 286601942050 through Axis Agreegator Bank Netbanking** has been taken into account as part of Performance Security. Also **Rs. 10,258/- (Rupees Ten Thousand Two Hundred Fifty Eight Only) is required** as balance amount of Performance Security. In addition to above, all running on account bill shall be paid @ 95% of Work Value and the 5% deduction such made, shall form the Retention Money, i.e., the 2nd part of Security Deposit.

09.06.2023
Staff Officer (Civil)
Dudhichua Area

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

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(4) You will have to deposit **Additional Performance Security** of **Rs. 24,96,720.00/- (Rupees Twenty Four Lakh Ninety Six Thousand Seven Hundred Twenty Only)** as per clause no **14.2 of ITB**.

(5) You are required to **submit the following within 21 days (Twenty one days) from the date of receipt of this letter of acceptance** for issuing formal Work Order for the work –

(a) **Rs. 10,258/- (Rupees Ten Thousand Two Hundred Fifty Eight Only) is required** as balance amount of Performance Security in acceptable form;
(b) **Rs. 24,96,720.00/- (Rupees Twenty Four Lakh Ninety Six Thousand Seven Hundred Twenty Only)** as **Additional Performance Security (APS)** in acceptable form;
(c) Self attested Copy of GST Registration Certificate& Service Accounting Code (SAC) of works/services;
(d) Self attested Copy of Income Tax PAN;
(e) Self attested Copy of Proprietorship Deed / Partnership Deed / Power of Attorney etc.;
(f) Self attested Copy of CMPF / EPF Registration or copy of affidavit for implementation of CMPF Act;
(g) Authorization form for e payment duly filled in, signed & sealed;
(h) Non Judicial Stamp Paper for Rs. 500.00 of UP state;
(i) PERT / BAR Chart showing percentage of periodical progress for completion of work, signed & sealed;
(j) Self attested Copy of the letter of site hand over;
(k) A certificate issued by a practicing Chartered Accountant having a valid membership number with Institute of Chartered Accountant of India for complying of Anti-profiteering clause u/s 171 of CGST Act 2017 as well as office memorandum F.No. 296/07/2017-CX.9 dated 15th June 2017 issued by the Department of Revenue, Ministry of Finance, Govt. of India.

(6) If Security Money is deposited in the form of Bank Guarantee, it should be issued through Structural Financial Management System (SFMS) Platform as per the format given in the Tender Document.

(7) In case you fail to submit the Performance Security and Additional Performance Security, if any, within the stipulated time of 21 days then the award of work shall be cancelled with forfeiture of the Bid Security / Earnest Money, if any.

(8) The work shall be completed within **730 (Seven Hundred Thirty)** days from the date of commencement of the work. The date of commencement of the work shall be reckoned from the 10th day of issue of this Letter of Acceptance or from the 7th day of actual date of handing over of the site, whichever is later. However, the Date of Commencement can also be decided with mutual consent with the Contractor prior to the date as prescribed above.

(9) In case of failure to start the work within specified date of commencement of work as per Cl. No. (8), above, of the subject LOA, the company shall be at liberty by giving 15 days notice in writing to start the work, failing which to forfeit the earnest money deposited by you and to rescind the LOA and also debar you to take part in the future re-tender(s). Also, in place of a Bid Security (EMD), for defaults of which attract forfeiture of EMD as defined in the request for the bid documents, you will be banned for 1 (one) year from being eligible to submit bids in CIL and/or its subsidiaries, as per approval of competent authority of the company.

(10) The work should be executed as per the BOQ, General Terms and conditions, Additional Terms & Conditions, Scope of work, Special Terms & Conditions, CPWD specifications, BIS standards MPPWD / MORTH (in case of road work), description of the items of the accepted tender document and instruction of EIC.

Staff Officer (Civil)
Dudhichua Area

नॉर्दर्न कोलफील्ड्स लिमिटेड
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(11) You are to employ, to the extent possible (as per policy decision of the company in effect from time to time), local project affected persons & pay wages not less than the minimum wages fixed by the respective state/Central Govt., as may be in force.

(12) You shall depute yourself &/or your authorized representative having proper & sufficient powers, at the work site during the period of Contract to interact & receive instructions from the Department.

(13) You shall not pay less than the minimum wages to the labors engaged by you as per Minimum Wages Act or such other legislation or award of minimum wages fixed by the respective State Govt. or Central Govt., as may be in force.

(14) You should ensure implementation of CMPF and Allied Scheme and Miscellaneous Provision Act, 1948 Employees Provident Fund and Miscellaneous Provisions Act, 1952 as the case may be and allied scheme framed there under in respect of workers deployed by you and will have to recover statutory dues and deposit the same along with employer's contribution (Contractor's share) to the respective CMPF/EPF Office and to submit statutory return under intimation to the Principal Employer.

(15) All duties, taxes (excluding GST & GST Compensation Cess, if applicable), local, municipal, provincial or central etc. and other levies, royalty, building & construction workers cess (if applicable), etc. as payable shall be to yours account and shall be deemed to have been included in the tendered rate for the work to be executed. Payment of GST & GST Compensation Cess shall be dealt as per NIT Provisions, GST Act Rules, and other stipulations as mentioned in this letter, & as prevailing at respective times, as per extant rules.

(16) Regarding GST, the following may please be noted –

(a) GST will be reimbursed on production of uploaded invoice / documentary evidence. Amount of statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2A of NCL in common portal of GST and after submission of documentary evidence of deposition of GST Taxes and fling of GST Returns.

(b) You will have to pass on Input Tax Credit by way of enclosing original Tax input invoice with bill.

(c) All invoices submitted by you will have to be in the form of GST invoice giving all details as required under the law. You will raise invoice strictly adhering to provisions of Section 31 under CGST Act 2017 along with Rule 46 & 47 of CGST Rule, 2017 You will indicate the rate as well as amount of CGST, SGST or IGST in invoice You will upload the details of invoice on GST portal as per the provisions of GST Act Invoice issued by you should bear GST Registration Number of NCL [23AABCN4884H1ZE (MP) &09AABCN4884H1Z4 (UP)] to enable NCL to claim input tax credit.

(d) You will file all the Returns and details as applicable under GST Laws & Rules within due dates.

(e) You will give an undertaking on invoice or as separate Annexure along with the invoice that the invoice! applicable GST Returns has been / will be uploaded on GST Portal within due time as prescribed in CGST Act and CGST, SGST or IGST has been deposited as per the provisions of GST Act and rules thereof.

(f) If there is any delay of payment against the Invoice due to your fault and if any reversal of input tax arises, the same will be recovered from you along with interest and penalty if any as paid by NCL due to reversal.

(g) In case the GST rating of vendor on the GST Portal/Government's official website is negative/black listed at any stage even after award of work NCL has right to cancel the Letter of Award. NCL shall not be obliged or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with a penalties interest if any incurred by NCL.

(h) You will issue credit note as per the provisions of Rule 53 of CGST Rule, 2017 on quality deduction of Liquidated Damages, if any arises.

09.06.2023
Staff Officer (Civil)
Dudhichua Area

A/6

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

एन सी एल
NCL

Northern Coalfields Limited
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(i) If you default in uploading the invoice/applicable GST Returns or default in deposit of applicable GST Taxes, NCL reserves the right to upload such defaulter on NCL website and may also debar you from participating in future tenders for a minimum period of one year.

(17) As per clause 8.4 of GTC of NIT, Materials conforming to approved samples shall only be brought to site, as such, you immediately contact Project Engineer (Civil)/IC-I&M (Civil)/Dudhichua for the approval of samples of materials to be used in the work..

(18) The contractors shall register themselves on the Contract Labor Payment Management Portal (CLPMP) of CIL within 30 days and will have to enter and update periodically the following details in the portal –
(a) Work Order details;
(b) Contractor workers details and wages payment details in respect of each Work Order;
(c) Attendance of labours engaged in this work is to be marked on Biometric System in consultation with Personnel Department.

(19) All the clauses of Safety Code of the Tender Document, as laid down in Additional Safety Measures to be taken by the contractor, are to be strictly followed.

(20) Project Engineer (Civil) / IC-I&M (Civil), Dudhichua Project shall be the Engineer-in-charge for the work. Please contact Project Engineer (Civil) / IC-I&M (Civil), Project Dudhichua for instruction regarding commencement of work.

It is also requested you to point-out & inform us about any discrepancy, if occurred while issuing this letter, so as to get it corrected timely.

Yours Faithfully

Encl : Copy of L1 Tendered BOQ.

Staff Officer (Civil),
NCL, Dudhichua Area
(09.06.23)

Copy to:

1. GM/ Dudhichua Area;
2. GM(C)/HOD/ NCL HQ/ Singrauli;
3. PO/DCH;
4. I/C-Quality Control/HQ (Civil) - with a request to collect the samples of construction materials as per norms from the site during execution of the work;
5. AFM, Dudhichua Area - In reference to Budget For **Rs. 15,35,964.14 For FY(23-24)** Financial Year: 2023-24 Certified Towards FC-FY 23-24: Reg.1/121/15 Dated-01.06.2023, under Head-Mines Development, For FY 23-24: Rs.15,35,964.14, Total- Rs.30,71,928.28;
6. SO(P), Dudhichua Area- For implementation of various rules of payment of minimum wages & contribution towards CMPF/EPF & statutory provisions;
7. PE (Civil)/IC-I&M(Civil),Dudhichua;
8. Regional Labour Commissioner(C), Bhoot Nath Ashram, Sarvodaya Nagar, Kanpur-208005(UP);
9. Assistant Labour Commissioner(C),189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP);
10. Labour Enforcing Officer (C), 189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP);
11. Work File 1236.

Validate | Print | Help

Percentage BoQ

Tender Inviting Authority: STAFF OFFICER (Civil), DUDHICHUA AREA

Name of Work :	**Cleaning of siltation tank & collection ponds connected with ETP Pumping Station at CHP Junction at Dudhichua Project for a period of 02 (two) years.** **(NIT No : DCH/SO(C)/22-23/ETN-47 DATED: 30.03.2023)**				
.	Category of Services (To Be Selected by Department)	Category of Bidder(To Be Selected by Bidder)	To Be Entered by Department		
ITC Available	Works Contract	Bidder's Status (Mandatory)	Rate of GST (in %)	GST to be Paid By Bidder (in Rs.)	GST to be Paid By CIL/Subsidiary (in Rs.)
Name of the Bidder/ Bidding Firm / Company :	**M/S. ASSOCIATE ENGINEERS & BUILDERS**	GST Registered Bidder	18.00	468599.23	0.00

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge.					
1.1	All kinds of soil	11400	cum	148.9	1697460.00	INR Sixteen Lakh Ninety Seven Thousand Four Hundred & Sixty Only
2	Extra for every additional lift of 1.5 m or part thereof in excavation / banking excavated or stacked materials.					
2.1	All kinds of soil	11400	cum	67.6	770640.00	INR Seven Lakh Seventy Thousand Six Hundred & Thirty Nine and Paise One Hundred Only
3	Extra rates for quantities of works, executed : Note for item no. 2.24:- The extra percentage rate is applicable in respect of each item but limited to quantities of work executed in these difficult conditions. The unit, namely, metre depth, to be considered for payment, shall be the depth measured from the sub soil water level upto the centre of gravity of the quantity executed in difficult conditions. The depth shall be reckoned correct to 0.1 metre. 0.05 metre or more shall be taken as 0.1 metre and less than 0.05 metre ignored.					
3.1	In or under water and/or liquid mud, including pumping out water as required.	11400	metre depth	29.78	339492.00	INR Three Lakh Thirty Nine Thousand Four Hundred & Ninety Two Only

09.06.23
Staff Officer (Civil)
Dudhichua Area

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4	Transportation By Mechanical Transport including loading , unloading and stacking: Loose moorum/sand/earth/ surkhi/cement/stone dust/hot mix asphalt material.					
4.1	Lead 2.00 km	5700	cum	111.75	636975.00	INR Six Lakh Thirty Six Thousand Nine Hundred & Seventy Five Only
4.2	Lead 4.00 km	5700	cum	140.66	801762.00	INR Eight Lakh One Thousand Seven Hundred & Sixty Two Only
5	Earth work in excavation in all kind of soil/silt, all operation mechanically with all lifts complete as per instructions of EIC. (for all project of NCL)					
5.1	Lead upto 2 Km	7350	cum	55.12	405132.00	INR Four Lakh Five Thousand One Hundred & Thirty Two Only
5.2	Lead upto 4 Km	7350	cum	63.37	465769.50	INR Four Lakh Sixty Five Thousand Seven Hundred & Sixty Nine and Paise Fifty Only
6	Extra rates for quantities of earthwork/ silt/OB/rock in or under water and or liquid mud, including pumping out water as required in all lifts					
6.1	Lead upto 2 Km	7350	cum	11.02	80997.00	INR Eighty Thousand Nine Hundred & Ninety Seven Only
6.2	Lead upto 4 Km	7350	cum	12.67	93124.50	INR Ninety Three Thousand One Hundred & Twenty Four and Paise Fifty Only
7	Surface dressing of the ground including removing vegetation and in-equalities not exceeding 15 cm deep and disposal of rubbish, lead up to 50 m and lift up to 1.5 m. All kinds of soil	14400	sqm	18.1	260640.00	INR Two Lakh Sixty Thousand Six Hundred & Forty Only
8	Total impact of GST for the purpose of CTC	1.000	Nos	0.00	0.00	INR Zero Only
Total in Figures					2603329.05	INR Fifty Five Lakh Fifty One Thousand Nine Hundred & Ninety Two Only
Quoted Rate in Figures			**Less (-)**	**53.11%**	2603329.05	INR Twenty Six Lakh Three Thousand Three Hundred & Twenty Nine and Paise Five Only
Quoted Rate in Words		INR Twenty Six Lakh Three Thousand Three Hundred & Twenty Nine and Paise Five Only				

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5240

09.06.2023

Staff Officer (Civil)
Dudhichua Area

(05.06.23)

2/2

नॉर्दनकोलफील्ड्सलिमिटेड
(एकमिनीरत्नकंपनी)
(भारतसरकारकाएकउपक्रमऔरकोलइंडियालिमिटेडकीएकसहायककंपनी)
महाप्रबंधककार्यालय, सिविलअभियांत्रिकीविभाग
पीओ: सिंगरौलीकोलियरी,
जिला – सिंगरौली, मध्यप्रदेश - 486889

Northern Coalfields Limited
(A Mini Ratna Company)
(A Govt. of India undertaking & Subsidiary of Coal India Limite
Office of the General Manager, Civil Engineering Department
PO: Singrauli Colliery,
Distt: Singrauli, MP- 486 889

No. GM(C)/SGR/LOA-27/DCH-ETN-40/19/728 Date: 27. .07.2019

Registered Post

To,
M/s D. D. Singh Contractor,
Belwadah, Anpara,
Dist – Sonebhadra (UP),
Pin – 231 225.

PAN – AAJFD2651D
A/C No. - 30208647971
State Bank of India, Anpara Branch
GSTIN No: 09AAJFD2651D2ZM (UP)

Sub: Letter of Acceptance for the work **"Making sump near ETP and cutting kutcha Nallah from outlet of mine water to proposed sump near ETP at Dudhichua Project"**.

Ref: Tender Notice No. : DCH/C/18-19/ETN-40 dtd 08.12.2018 (Tender ID: 2018_NCL_123204_1)

Dear Sirs,

With reference to the above, we are pleased to convey that your offer to undertake the subject work at a total value of **₹74,71,126.51** (Rupees Seventy Four Lakh Seventy One Thousand One Hundred Twenty Six and Paise Fifty One only) has been accepted subject to the following stipulations :

1. All the materials, equipment and manpower required for the work will be arranged by you.
2. You are required to submit the Registration / license under Contract Labour (R&A) Act, 1970 within 10 (Ten) days from the date of receipt of this Letter of Acceptance, if required.
3. The Performance Security (first part of security deposit) shall be 5% of the contract value amounting to ₹3,73,557/- (Rupees Three Lakh Seventy Three Thousand Five Hundred Fifty Seven only). The earnest money amounting to ₹1,03,100/- deposited by you along with the tender as per Online Payment Information vide, Bank Name: Axis Agreegator, Bank Number: 45232726, Ref/ PRN Number: 127095363550 has been taken as part of Performance Security.

   All running on account bills shall be paid @ 95% of work value. This 5% deduction towards retention money will be the second part of security deposit.
4. You are required to submit the following within 28 (Twenty eight) days from the date of issue of this letter of acceptance for issuing formal work order and executing agreement for the work:

   i. ₹2,70,457/- towards balance amount of 5% Performance Security in acceptable form.
   ii. Copy of GST Registration Certificate & Service Accounting Code (SAC) of works/services.
   iii. Copy of Income Tax PAN.
   iv. Copy of Partnership Deed, Power of attorney etc.
   v. Copy of CMPF/EPF Registration or Copy of Affidavit for implementation of CMPF Act.
   vi. Authorisation form for e-Payment duly filled-in.
   vii. PERT/BAR Chart showing percentage of periodical progress for completion of work.
   viii. Non-Judicial Stamp Paper for ₹ 500.00 of MP State.
   ix. Copy of the letter of Handing over the site.
   x. A Certificate from practicing Chartered Accountant having a valid Membership Number for complying of Anti-Profiting Clause U/S 171 as well as Office Memorandum F. No. 296/07/2017-CX.9 dated 15.06.2017 issued by Department of Revenue, Ministry of Finance, GOI.

   If Security Money is deposited in the form of Bank Guarantee, it should be issued through Structural Financial Messaging System (SFMS) Platform as per the format given in the Tender Document.

Contd....P/2

5. The work shall be completed within 90 (Ninety) days from the date of commencement of the work. The date of commencement of the work shall be reckoned from the 10th day of issue of this letter of acceptance or from the 7th day of actual date of handing over of the site whichever is later.

6. In case of failure to start the work within specified date of commencement of work as per Cl. no. 5 of the subject LOA, the company shall be at liberty by giving 15 day's notice in writing to start the work, failing which to forfeit the earnest money deposited by you and to rescind the LOA. Additionally you will be debarred from participating in future tenders for period of 1(one) year.

7. The work should be executed as per the BOQ, General Terms & Conditions, Additional Terms & Conditions, Scope of Work, Special Terms & Conditions, CPWD specifications, BIS Standards, description of the items of the accepted tender document and instructions of EIC.

8. You shall not pay less than the minimum wages to the laborers engaged by you as per Minimum Wages Act or such other legislation or award of minimum wages fixed by the respective State Govt. or Central Govt. as may be in force.

9. You should ensure implementation of CMPF and allied scheme and Miscellaneous Provision Act, 1948 or Employees Provident Fund and Miscellaneous Provisions Act, 1952 as the case may be and allied scheme framed thereunder in respect of workers deployed by you and will have to recover statutory dues and deposit the same along with employer's contribution (Contractor's share) to the respective CMPF/EPF Office and to submit statutory return under intimation to the Principal Employer.

10. All taxes (Except GST), local, municipal, provincial or central etc. and cess, royalties etc. as payable shall be to the contractor's account and shall be deemed to have been included in the tendered rate for the work to be executed.

11. Regarding GST, the following may please be noted:

(i) GST will be reimbursed on production of uploaded invoice / documentary evidence. Amount of statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2A of NCL in the common portal of GST and after submission of documentary evidence of deposition of GST Taxes and filing of GST Returns.

(ii) You will have to pass on Input Tax Credit by way of enclosing original Tax input invoice with bill.

(iii) All invoices submitted by you will have to be in the form of GST invoice giving all details as required under the law. You will raise invoice strictly adhering to provisions of Section 31 under CGST Act 2017 along with Rule 46 & 47 of CGST Rule, 2017. You will indicate the rate as well as amount of CGST, SGST or IGST in invoice. You will upload the details of invoice on GST portal as per the provisions of GST Act. Invoice issued by you should bear GST Registration Number of NCL [23AABCN4884HEM1ZE (MP) & 09AABCN4884H1Z4 (UP)] to enable NCL to claim input tax credit.

(iv) You will file all the Returns and details as applicable under GST Laws & Rules within due dates.

(v) You will give an undertaking on invoice or as separate Annexure along with the invoice that the Invoice / applicable GST Returns has been / will be uploaded on GST Portal within due time as prescribed in CGST Act and CGST, SGST or IGST has been deposited as per the provisions of GST Act and rules thereof.

(vi) If there is any delay of payment against the Invoice due to your fault and if any reversal of input tax arises, the same will be recovered from you along with interest and penalty if any, as paid by NCL due to reversal.

(vii) In case the GST rating of vendor on the GST Portal / Government's official website is negative / black listed at any stage even after award of work, NCL has right to cancel the Letter of Award. NCL shall not be obliged or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with all penalties / interest, if any incurred by NCL.

(viii) You will issue credit note as per the provisions of Rule 53 of CGST Rule, 2017 on quality deduction or Liquidated Damages, if any arises.

(ix) If you default in uploading the invoice / applicable GST Returns or default in deposit of applicable GST Taxes, NCL reserves the right to upload such defaulter on NCL website and may also debar you from participating in future tenders for a minimum period of one year.

Contd....P/3

12. All the Clauses of Safety Code of the Tender Document, as laid down in Additional Safety Measures to be taken by the contractor, are to be strictly followed.

13. Please contact the Dy. GM(Civil) / SO(Civil), Dudhichua for instructions regarding commencement of the work.

Yours faithfully,

23/7/19

General Manager (Civil)/HOD
NCL, Singrauli

Copy to:-

1. CVO, NCL, Singrauli
2. GM, Dudhichua
3. TS to Dir(Tech/P&P)/NCL
4. GM(Personnel) / GM(Finance) I/C, NCL, Singrauli
5. GM(Civil) / Staff Officer(Civil), Dudhichua
6. SO(P)/ Dudhichua
7. AFM/ Dudhichua – in ref. to FC for vide no. Reg.1/211/7 dated 22/07/2019 noted above for Rs. 75,00,000/- as provided under special activity in mines activity for the year 2019-20.
8. Chief Manager (Civil)/Tender Cell/HQ.
9. Incharge/QC, NCL, Singrauli
10. Regional Labour Commissioner (C), Bhoot Nath Ashram, Sarvodaya Nagar, Kanpur – 208005 (UP)
11. Asst. Labour Commissioner (C), 189/A-4, Alopibagh, PO – Daraganj, Allahabad (UP)
12. Labour Enforcement Officer (C), 189/A-4, Alopibagh, PO – Daraganj, Allahabad (UP)

नॉर्दनकोलफील्ड्सलिमिटेड
(एकमिनीरत्नकंपनी)
(भारतसरकारकाएकउपक्रमऔरकोलइंडियालिमिटेडकीएकसहायककंपनी)
महाप्रबंधककार्यालय, सिविलअभियांत्रिकीविभाग
पीओ: सिंगरौलीकोलियरी,
जिला – सिंगरौली, मध्यप्रदेश - 486889

Northern Coalfields Limited
(A Mini Ratna Company)
(A Govt. of India undertaking & Subsidiary of Coal India Limite
Office of the General Manager, Civil Engineering Department
PO: Singrauli Colliery,
Distt: Singrauli, MP- 486 889

No. GM(C)/SGR/LOA-48 /ETN-18/19/ 1130 Date: 30.09.2019

Registered Post

To,
M/s MAHADEVA BUILDERS (JV)
Shop No 11 , Ashoka Market,
Khadia Bazar, Shaktinagar,
Dist – Sonebhadra (UP)-231222

Sub: Letter of Acceptance for the work **"Preventive measures for silt arresting and its allied works at Ballia Nallah at Dudhichua Project."**

Ref: Tender Notice No. : GM(C)/SGR/19-20/ETN-18 Dated: 27.06.2019 (Tender ID: 2019_NCL_142725_1)

Dear Sir,

With reference to the above, we are pleased to convey that your offer to undertake the subject work at a total value of **₹5,27,52,950.00** (Rupees Five Crore Twenty Seven Lakh Fifty Two Thousand Nine Hundred Fifty only) has been accepted subject to the following stipulations:

1. All the materials, equipment and manpower required for the work will be arranged by you.
2. You are required to submit the Registration / license under Contract Labour (R&A) Act, 1970 within 10 (Ten) days from the date of receipt of this Letter of Acceptance, if required.
3. The Performance Security (first part of security deposit) shall be 5% of the contract value amounting to ₹26,37,648/- (Rupees Twenty Six Lakh Thirty Seven Thousand Six Hundred Forty Eight Only). The earnest money amounting to ₹6,92,000/- deposited by you along with the tender as per Online Payment Information vide, Bank Name: Axis Agreegator, Bank/UTR Number: 51546547, Ref/ PRN Number: 147291422398 has been taken as part of Performance Security.

   All running on account bills shall be paid @ 95% of work value. This 5% deduction towards retention money will be the second part of security deposit.

   You will have to deposit Additional Performance Security of ₹ 74,71,355.00 (Rupees Seventy Four Lakh Seventy One Thousand Three hundred Fifty Five only) as per Clause No. 20.2 of ITB.
4. You are required to submit the following within 28 (Twenty eight) days from the date of issue of this letter of acceptance for issuing formal work order and executing agreement for the work:
   - i. ₹ 19,45,648/- towards balance amount of 5% Performance Security in acceptable form.
   - ii. ₹74,71,355/- towards Additional Performance Security in acceptable form.
   - iii. Copy of Joint Venture Agreement, Partnership Deed of all Partners of JV, Power of attorney etc.
   - iv. Copy of Income Tax PAN in the name of JV and Income Tax PAN of all Partners of JV.
   - v. Copy of GST Registration Certificate in the name of JV& of all Partners of JVand Service Accounting Code (SAC) of works/services.
   - vi. Copy of CMPF/EPF Registration in the name of JV or Copy of Affidavit for implementation of CMPF Act.
   - vii. Bank Account Details of Joint Venture &Authorisation Form for e-Payment duly filled-in.
   - viii. PERT/BAR Chart showing percentage of periodical progress for completion of work.
   - ix. Non-Judicial Stamp Paper for ₹ 500.00 of MP State.
   - x. Integrity Pact on Non Judicial Stamp Paper for ₹ 500.00 of MP State.
   - xi. Copy of the letter of Handing over the site.
   - xii. A Certificate from practicing Chartered Accountant having a valid Membership Number for complying of Anti-Profiting Clause U/S 171 as well as Office Memorandum F. No. 296/07/2017-CX.9 dated 15.06.2017 issued by Department of Revenue, Ministry of Finance, GOI.

   If Security Money is deposited in the form of Bank Guarantee, it should be issued through Structural Financial Messaging System (SFMS) Platform as per the format given in the Tender Document.

Contd....P/2

5. The work shall be completed within 270 (Two Hundred Seventy) days including maintenance period) from the date of commencement of the work. The date of commencement of the work shall be reckoned from the 10th day of issue of this letter of acceptance or from the 7th day of actual date of handing over of the site whichever is later.

6. In case of failure to start the work within specified date of commencement of work as per Cl. no. 5 of the subject LOA, the company shall be at liberty by giving 15 day's notice in writing to start the work, failing which to forfeit the earnest money deposited by you and to rescind the LOA. Additionally you will be debarred from participating in future tenders for a minimum period of 1(one) year.

7. The work should be executed as per the BOQ, General Terms & Conditions, Additional Terms & Conditions, Scope of Work, Special Terms & Conditions, CPWD specifications, BIS Standards, description of the items of the accepted tender document and instructions of EIC.

8. You shall not pay less than the minimum wages to the laborers engaged by you as per Minimum Wages Act or such other legislation or award of minimum wages fixed by the respective State Govt. or Central Govt. as may be in force.

9. You should ensure implementation of CMPF and allied scheme and Miscellaneous Provision Act, 1948 or Employees Provident Fund and Miscellaneous Provisions Act, 1952 as the case may be and allied scheme framed thereunder in respect of workers deployed by you and will have to recover statutory dues and deposit the same along with employer's contribution (Contractor's share) to the respective CMPF/EPF Office and to submit statutory return under intimation to the Principal Employer.

10. All taxes (Except GST), local, municipal, provincial or central etc. and cess, royalties etc. as payable shall be to the contractor's account and shall be deemed to have been included in the tendered rate for the work to be executed.

11. Regarding GST, the following may please be noted:

(i) GST will be reimbursed on production of uploaded invoice / documentary evidence. Amount of statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2A of NCL in the common portal of GST and after submission of documentary evidence of deposition of GST Taxes and filing of GST Returns.

(ii) You will have to pass on Input Tax Credit by way of enclosing original Tax input invoice with bill.

(iii) All invoices submitted by you will have to be in the form of GST invoice giving all details as required under the law. You will raise invoice strictly adhering to provisions of Section 31 under CGST Act 2017 along with Rule 46 & 47 of CGST Rule, 2017. You will indicate the rate as well as amount of CGST, SGST or IGST in invoice. You will upload the details of invoice on GST portal as per the provisions of GST Act. Invoice issued by you should bear GST Registration Number of NCL [23AABCN4884HEM1ZE (MP) & 09AABCN4884H1Z4 (UP)] to enable NCL to claim input tax credit.

(iv) You will file all the Returns and details as applicable under GST Laws & Rules within due dates.

(v) You will give an undertaking on invoice or as separate Annexure along with the invoice that the Invoice / applicable GST Returns has been / will be uploaded on GST Portal within due time as prescribed in CGST Act and CGST, SGST or IGST has been deposited as per the provisions of GST Act and rules thereof.

(vi) If there is any delay of payment against the Invoice due to your fault and if any reversal of input tax arises, the same will be recovered from you along with interest and penalty if any, as paid by NCL due to reversal.

(vii) In case the GST rating of vendor on the GST Portal / Government's official website is negative / black listed at any stage even after award of work, NCL has right to cancel the Letter of Award. NCL shall not be obliged or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with all penalties / interest, if any incurred by NCL.

(viii) You will issue credit note as per the provisions of Rule 53 of CGST Rule, 2017 on quality deduction or Liquidated Damages, if any arises.

(ix) If you default in uploading the invoice / applicable GST Returns or default in deposit of applicable GST Taxes, NCL reserves the right to upload such defaulter on NCL website and may also debar you from participating in future tenders for a minimum period of one year.

Contd....P/3

12. All the Clauses of Safety Code of the Tender Document, as laid down in Additional Safety Measures to be taken by the contractor, are to be strictly followed.

13. Please contact the Dy GM(Civil) / SO(Civil), Dudhichua for instructions regarding commencement of the work.

Yours faithfully,

30/9/19

General Manager (Civil)/HOD
NCL, Singrauli

Copy to:-

1. CVO, NCL, Singrauli
2. GM, Dudhichua
3. TS to Dir(Tech/P&P)/NCL
4. GM(Personnel), NCL, Singrauli
5. Dy GM(Civil) / Staff Officer(Civil), Dudhichua
6. SO(P)/ Dudhichua
7. AFM/ Dudhichua – in ref. to FC vide no. 1/241/1 dated 26/09/2019 under Special Activity head is certified for Rs. 2,00,00,000.00 for the year 2019-2020 and noted for Rs. 4,22,48,481.00 in the year 2020-2021.
8. Chief Manager (Civil)/Tender Cell/HQ.
9. Incharge/QC, NCL, Singrauli
10. Regional Labour Commissioner (C), Block No. 10, Civic Centre, Marhatal, Jabalpur (MP) 482002
11. Assistant Labour Commissioner (C), A/1, M P Housing Board Colony, near Gayatri Mandir, Shahdol – 484001 (MP)
12. Labour Enforcing Officer (C), MIG-10, Kothi Road, Civil Lines, Satna – 485001 (MP)

Copy to IEMs:

1. Shri J K Khanna, IPS (Retd), A-102, Sector-55, Noida-201307 (UP). Tl No: 0120-4322330, Mob No: 9810940403. Email: jkkhannaips@yahoo.com

2. Shri Sewa Ram, IAS (Retd), 660, Sector-26, Panchkula, Haryana - 134116.(Haryana) Mob No: 9478730069. Email id: sarangalsr@hotmail.com

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

एन सी एल
NCL

Northern Coalfields Limited
(AMiniratna Company)
(A subsidiary of Coal India Limited)

Civil/Dudhichua Area

CIN- U10102MP1985GOI003160
An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company
Post- Khadia, Dist.Sonebhadra (UP) PIN-231222
Phone: 05446-232204/07805-226920, (FAX) 05446 – 233614 email: gmdch.ncl@coalindia.in

No. DCH/SO(CIVIL)/F 1062/LOA/ETN-03/2021-22/204

Date- 23.06.2021

To,

M/s Singh Enterprises
Vill and post Sarsawa,
Distt- Varanasi (U.P.)- 221003

Bank A/c No.	: 33850064664
Bank Name	: SBI, Jayant
PAN No	: AYPPS5830B
GSTIN No	: 23 AYPPS5830B 1ZF
Email Id	: vijendrasinghg@yahoo.co.in
Mobile No.	: 9425176522

Sub : Letter of Acceptance for the work **"Cleaning of sump near ETP and Cutting of kutcha drain from mobile crusher to RCC box culvert and east section drain including protection work to arrest over flown silt from OB dump during monsoon in east section at Dudhichua Project."**

Ref: Tender Notice No : DCH/C/21-22/ETN-03 Dated – 22.05.2021
Tender ID : 2021_NCL_206797_1

Dear Sir,

With reference to the above, it is to convey that your offer to undertake the subject work at a total value of **Rs. 36,93,597.93/- (Rupees Thirtyu six lakhs ninety three thousand five hundred ninety seven and paise ninety three Only)** (including GST @ 18% **Rs. 5,63,430.19/- Rupees Five lakhs sixty three thousand four hundred thirty and paise nineteen Only)** has been accepted subject to the following stipulations:

1. All the **materials, equipment and manpower** required for the work will be arranged by you.

2. You are required to submit the **Registration/license under Contract Labour** (R&A) Act,1970 **within 10 (Ten) days from the date of receipt of this** Letter of Acceptance, if required.

3. The **Performance security (first part of security deposit)** shall be **3% of the contract value** amounting to **Rs. 1,10,808/- (Rupees One lakh ten thousand eight hundred eight Only).** All running on account **bill shall be paid @ 95% of work value** and **5% deduction towards** retention money will be the **second part of security deposit**.

4. You are required to submit the following **within 21 days (Twenty one days)** from the date of receipt of this letter of acceptance for issuing formal work order and executing agreement for the work :

23/06/21
Staff Officer (Civil)
Dudhichua Area

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

एन सी एल
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An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company
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Phone: 05446-232204/07805-226920, (FAX) 05446 – 233614 email: gmdch.ncl@coalindia.in

(i) **Rs. 1,10,808/- (Rupees One lakh ten thousand eight hundred eight Only)** towards balance amount **of 3% Performance Security** in acceptable form as stipulated in the NIT/Tender Document.
(iii) PAN based Vendor code, GSTIN number (MP/UP) and service Accounting Code (SAC) of subject work.
(iv) Copy of Income Tax PAN
(v) Copy of Proprietorship deed/Partnership deed, Power of Attorney etc.
(vi) Copy of CMPF/EPF Registration or copy of affidavit for implementation of CMPF Act.
(vii) Authorization form for e payment duly filled in.
(viii) PERT/BAR Chart showing percentage of periodical progress for completion of work.
(ix) Non Judicial Stamp Paper for Rs. 500.00 of UP state.
(x) Copy of the letter of Handing over site.
(xi) A certificate from **practicing Chartered Accountant** having a valid membership number for complying of Anti-profiteering clause **u/s 171 as well as office memorandum F.No. 296/07/2017**-CX.9 dated 15th june 2017 issued by Department of Revenue, Ministry of Finance, GOI.

If security money is deposited in the **form of Bank Guarantee**, it should be issued through Structural Financial **Messaging system (SFMS) Platform** as per format given in the tender document.

5. The work shall be **completed within 180 days from the date of commencement** of the work. The date of commencement of the work shall be reckoned from 24.06.2021 due to urgency of work.

6. In case of failure to start the work within specified date of commencement of work as per cl. No. 5 of the subject LOA , the company shall be at liberty by giving 15 days notice in writing to start the work, failing which to forfeit the earnest money deposited by you and to rescind the LOA. Additionally you will be banned for 2 (two) years from being eligible to submit bids in CIL and its subsidiaries.

7. The work should be executed as per the BOQ, General Terms and conditions, Additional Terms & Conditions, Scope of work, Special Terms & Conditions, CPWD specifications, BIS standards, description of the items of the accepted tender document and instruction of EIC.

8. You shall not pay less than the minimum wages to the labourers engaged by you as per minimum wages act or such other legislation or award of minimum wages fixed by the respective State Govt. or Central Govt. as may be in force.

9. All taxes (Except GST) local, municipal, provincial or central etc and cess, royalties etc as payable shall be to the contractor's account and shall be deemed to have been included in the tendered rate for the work to be executed. Payment of GST shall be dealt as per prevalent GST Rules/Act.

23/06/21

Staff Officer (Civil)
Dudhichua Area

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

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10. The **GST calculated on the recommended** value works out to **Rs. 5,63,430.19/- (Rupees Five lakhs sixty three thousand four hundred thirty and paise nineteen Only)** based on **18% of the quoted value**. However, the Final amount of the GST shall be worked out on the basis of Final value of the work done after the competent approval. The total liability of GST will remain with the contractor.GST will be reimbursed to the contractor on production of uploaded invoice/documentary evidence.

11. Invoice issued by service provider should bear **GST Registration Number 23AABCN4884H1ZE (MP) and 09AABCN4884H1Z4 (UP)** to enable NCL to claim INPUT TAX CREDIT.

12. Service provider will raise invoice strictly adhere as per the provision of section 31 of CGST Act,2017 along with Rule 46 & 47 of CGST Rule,2017.Service provider will upload the detail of invoice in GST portal as per the provision of GST Act.

13. When there is any delay of payment against the invoice due to fault of service provider and if any reversal of input tax credit arises the same will be recovered from service provider along with interest and penalty if any, as paid by NCL due to reversal.

14. Service provider will indicate the rate as well as amount of CGST, SGST or IGST in invoice.

15. Service Provider should also give an undertaking on invoice or as separate Annexure along with invoice that Invoice/applicable GST returns has been /will be uploaded in GST portal within due time as prescribed in CGST Act and has been deposited CGST,SGST or IGST as per provision of GST Act and rules thereon.

16. Service provider will file all the Returns and details as applicable under GST laws & rules within due dates.

17. Amount of Statutory levies like CGST,SGST or IGST will released when same will appear in GSTR 2A of NCL in common portal of GST and after submission of documentary evidence deposition of GST Taxes and filing of GST Returns.

18. In case the GST rating of vendor on the GST portal/Govt. official website is negative/black listed at any stage even after award of work, NCL has right to reject the letter of award.NCL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by NCL.

19. Service provider will issue credit note as per the provision of Rule 53 of CGST Rule, 2017 on quality deduction or liquidity damage, if any arises.

23/06/21

Officer (Civil)

Dudhichua Area

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

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20.If service provider defaults in uploading the invoice/uploading the applicable GST returns/deposit of applicable GST Taxes, NCL reserves the right to upload such defaulter on NCL website and may also consider for giving holiday/debarring from participating in future tenders.

21. All the clauses of Safety Code of the Tender Document, as laid down in Additional Safety Measures to be taken by the contractor, are to be strictly followed.

22. **Project Engineer (Civil)/Mines, Dudhichua** will be the **Engineer-in-charge** for the aforesaid work. Please **Contact PE (Civil)/Mines, Dudhichua** for instruction regarding commencement of work.

Your's Faithfully

23/06/21

Staff Officer (Civil)
Dudhichua Area

Copy to:

1. CVO, Singrauli
2. GM, Dudhichua Area
3. GM(C),NCL HQ, Singrauli
4. PO/DCH
5. I/C Quality Control/HQ (Civil)- with a request to collect the samples as per norms from the site during execution of the work.
6. AFM, Dudhichua Area --- this is as **per FC-FY 21-22: REG. 1/150/11 Dated 22.06.2021** for Amount- **Rs. 36,93,597.93/- (FY-21-22) Under Head- Monsoon Preparation Civil**
7. SO(P),Dudhichua Area
8. Chief Manager(Civil)/Mines/Dudhichua.
9. Asst. Manager (Civil)/Tender Cell/Dudhichua
10. Asst. Manager(Civil)/Mines
11. Regional Labour Commissioner(C), Bhoot Nath Ashram, Sarvodaya Nagar, Kanpur-208005(UP)
12. Assistant Labour Commissioner(C),189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP)
13. Labour Enforcing Officer (C), 189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP)

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

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No. NCL/DCH/SO(C)/F-1128/LOA/2022-23/ETN-45/ 02 Date: 05.04.22

To,
M/s. DD SINGH CONTRACTOR,
Belwadah Anpara Sonebhadra,
Anpara, UP - 231225
Email ID: ddcontractor2000@gmail.com
Mobile No. : 9554972104

Bank A/c No.	**: 35948923772**
Bank Name	**: SBI, Anpara**
PAN No	**: AAJFD2651D**
GSTIN No	**: 09AAJFD2651D 2ZM**

Subject : Letter of Acceptance for the work **"Desilting of sump near ETP and Ballia Nallah upto culvert near STP of Sector-A with other protection works at Dudhichua Project."**

Reference : Your offer in response to Tender Notice No: DCH/SO(C)/21-22/ETN-45 Dated 09.03.2022.

Dear Sir,

Pursuant to the above Tender / Bid Notice, Tender / Bids were invited for the above mentioned work and you had submitted a Tender in response to the aforesaid Tender / Bid Notice as per the Terms & Conditions stipulated for submission of Tender / Bid, which shall form part of this LOA.

With reference to the above, this is to communicate that the competent authority of M/s Northern Coalfields Limited has awarded the subject work to you for an amount of **₹ 2,90,41,266.23 (₹ 2,46,11,242.57 + GST @ 18% ₹ 44,30,023.66), i.e., (Rupees Two Crore Ninety Lakh Forty One Thousand Two Hundred Sixty Six and Twenty Three Paisa Only),** subject to the following conditions / stipulations, in addition to those set out in the Tender / Bid Notice –

(1) All the materials, equipment and manpower required for the work will be arranged by you.

(2) You are required to submit the Registration / License under Contract Labour (R&A) Act, 1970 within 10 (Ten) days from the date of receipt of this Letter of Acceptance, if required.

(3) The Performance Security (i.e., the 1st part of Security Deposit) shall be 3% of the Contract Value amounting to **Rs. 8,71,238/- (Rupees Eight Lakh Seventy One Thousand Two Hundred Thirty Eight Only).** The **earnest money** amounting to **Rs. 5,16,400/-** deposited by you vide **Bank/UTR No.- 103566371 and PRN No.- 247103809736 through Axis Agreegator Bank Netbanking** has been taken into account as part of Performance Security. Also **Rs. 3,54,838/- (Rupees Three Lakh Fifty Four Thousand Eight Hundred Thirty Eight Only) is required** as balance amount of Performance Security. In addition to above, all running on account bill shall be paid @ 95% of Work Value and the 5% deduction such made, shall form the Retention Money, i.e., the 2nd part of Security Deposit.

(4) You will have to deposit **Additional Performance Security** of **Rs. 97,73,646.06/- (Rupees Ninety Seven Lakh Seventy Three Thousand Six Hundred Forty Six and Paise Six Only)** as per clause no **14.2 of ITB**.

(5) You are required to **submit the following within 21 days (Twenty one days) from the date of receipt of this letter of acceptance** for issuing formal Work Order for the work –

05.04.22
Staff Officer (Civil)
Dudhichua Area

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

एन सी एल
NCL

Northern Coalfields Limited
(AMiniratna Company)
(A subsidiary of Coal India Limited)

Civil/Dudhichua Area

Digital India
Power To Empower

स्वच्छ भारत
एक कदम स्वच्छता की ओर

CIN- U10102MP1985GOI003160
An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company
Post- Khadia, Dist.Sonebhadra (UP) PIN-231222
Phone: 05446-232204/07805-226920, (FAX) 05446 – 233614 email: gmdch.ncl@coalindia.in

(a) **Rs. 3,54,838/- (Rupees Three Lakh Fifty Four Thousand Eight Hundred Thirty Eight Only) is required** as balance amount of Performance Security in acceptable form;
(b) **Rs. 97,73,646.06/- (Rupees Ninety Seven Lakh Seventy Three Thousand Six Hundred Forty Six and Paise Six Only)** as **Additional Performance Security (APS)** in acceptable form;
(c) Self attested Copy of GST Registration Certificate& Service Accounting Code (SAC) of works/services;
(d) Self attested Copy of Income Tax PAN;
(e) Self attested Copy of Proprietorship Deed / Partnership Deed / Power of Attorney etc.;
(f) Self attested Copy of CMPF / EPF Registration or copy of affidavit for implementation of CMPF Act;
(g) Authorization form for e payment duly filled in, signed & sealed;
(h) Non Judicial Stamp Paper for Rs. 500.00 of UP state;
(i) PERT / BAR Chart showing percentage of periodical progress for completion of work, signed & sealed;
(j) Self attested Copy of the letter of site hand over;
(k) A certificate issued by a practicing Chartered Accountant having a valid membership number with Institute of Chartered Accountant of India for complying of Anti-profiteering clause u/s 171 of CGST Act 2017 as well as office memorandum F.No. 296/07/2017-CX.9 dated 15th June 2017 issued by the Department of Revenue, Ministry of Finance, Govt. of India.

(6) If Security Money is deposited in the form of Bank Guarantee, it should be issued through Structural Financial Management System (SFMS) Platform as per the format given in the Tender Document.

(7) In case you fail to submit the Performance Security and Additional Performance Security, if any, within the stipulated time of 21 days then the award of work shall be cancelled with forfeiture of the Bid Security / Earnest Money, if any. Additionally, you will be banned from participating in future tenders in CIL and/or its subsidiaries for a period of minimum one year from the date of issue of such letter.

(8) The work shall be completed within **365 (Three Hundred Sixty Five)** days from the date of commencement of the work. The date of commencement of the work shall be reckoned from the 10th day of issue of this Letter of Acceptance or from the 7th day of actual date of handing over of the site, whichever is later. However, the Date of Commencement can also be decided with mutual consent with the Contractor prior to the date as prescribed above.

(9) In case of failure to start the work within specified date of commencement of work as per Cl. No. (8), above, of the subject LOA, the company shall be at liberty by giving 15 days notice in writing to start the work, failing which to forfeit the earnest money deposited by you and to rescind the LOA and also debar you to take part in the future re-tender(s). Also, in place of a Bid Security (EMD), for defaults of which attract forfeiture of EMD as defined in the request for the bid documents, you will be banned for 1 (one) year from being eligible to submit bids in CIL and/or its subsidiaries, as per approval of competent authority of the company.

(10) The work should be executed as per the BOQ, General Terms and conditions, Additional Terms & Conditions, Scope of work, Special Terms & Conditions, CPWD specifications, BIS standards MPPWD / MORTH (in case of road work), description of the items of the accepted tender document and instruction of EIC.

(11) You are to employ, to the extent possible (as per policy decision of the company in effect from time to time), local project affected persons & pay wages not less than the minimum wages fixed by the respective state/Central Govt., as may be in force.

01.04.22
Staff Officer (Civil)
Dudhichua Area

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

एन सी एल
NCL

Northern Coalfields Limited
(AMiniratna Company)
(A subsidiary of Coal India Limited)

Civil/Dudhichua Area

Digital India
Power To Empower

स्वच्छ भारत
एक कदम स्वच्छता की ओर

CIN- U10102MP1985GOI003160
An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company
Post- Khadia, Dist.Sonebhadra (UP) PIN-231222
Phone: 05446-232204/07805-226920, (FAX) 05446 – 233614 email: gmdch.ncl@coalindia.in

(12) You shall depute yourself &/or your authorized representative having proper & sufficient powers, at the work site during the period of Contract to interact & receive instructions from the Department.

(13) You shall not pay less than the minimum wages to the labors engaged by you as per Minimum Wages Act or such other legislation or award of minimum wages fixed by the respective State Govt. or Central Govt., as may be in force.

(14) You should ensure implementation of CMPF and Allied Scheme and Miscellaneous Provision Act, 1948 Employees Provident Fund and Miscellaneous Provisions Act, 1952 as the case may be and allied scheme framed there under in respect of workers deployed by you and will have to recover statutory dues and deposit the same along with employer's contribution (Contractor's share) to the respective CMPF/EPF Office and to submit statutory return under intimation to the Principal Employer.

(15) All duties, taxes (excluding GST & GST Compensation Cess, if applicable), local, municipal, provincial or central etc. and other levies, royalty, building & construction workers cess (if applicable), etc. as payable shall be to yours account and shall be deemed to have been included in the tendered rate for the work to be executed. Payment of GST & GST Compensation Cess shall be dealt as per NIT Provisions, GST Act Rules, and other stipulations as mentioned in this letter, & as prevailing at respective times, as per extant rules.

(16) Regarding GST, the following may please be noted –

(a) GST will be reimbursed on production of uploaded invoice / documentary evidence. Amount of statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2A of NCL in common portal of GST and after submission of documentary evidence of deposition of GST Taxes and fling of GST Returns.
(b) You will have to pass on Input Tax Credit by way of enclosing original Tax input invoice with bill.
(c) All invoices submitted by you will have to be in the form of GST invoice giving all details as required under the law. You will raise invoice strictly adhering to provisions of Section 31 under CGST Act 2017 along with Rule 46 & 47 of CGST Rule, 2017 You will indicate the rate as well as amount of CGST, SGST or IGST in invoice You will upload the details of invoice on GST portal as per the provisions of GST Act Invoice issued by you should bear GST Registration Number of NCL [23AABCN4884H1ZE (MP) &09AABCN4884H1Z4 (UP)] to enable NCL to claim input tax credit.
(d) You will file all the Returns and details as applicable under GST Laws & Rules within due dates.
(e) You will give an undertaking on invoice or as separate Annexure along with the invoice that the invoice! applicable GST Returns has been / will be uploaded on GST Portal within due time as prescribed in CGST Act and CGST, SGST or IGST has been deposited as per the provisions of GST Act and rules thereof.
(f) If there is any delay of payment against the Invoice due to your fault and if any reversal of input tax arises, the same will be recovered from you along with interest and penalty if any as paid by NCL due to reversal.
(g) In case the GST rating of vendor on the GST Portal/Government's official website is negative/black listed at any stage even after award of work NCL has right to cancel the Letter of Award. NCL shall not be obliged or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with a penalties interest if any incurred by NCL.
(h) You will issue credit note as per the provisions of Rule 53 of CGST Rule, 2017 on quality deduction of Liquidated Damages, if any arises.
(i) If you default in uploading the invoice/applicable GST Returns or default in deposit of applicable GST Taxes, NCL reserves the right to upload such defaulter on NCL website and may also debar you from participating in future tenders for a minimum period of one year.

07.04.22

Staff Officer (Civil)
Dudhichua Area

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(17) As per clause 8.4 of GTC of NIT, Materials conforming to approved samples shall only be brought to site, as such, you immediately contact Project Engineer (Civil)/IC-I&M (Civil)/Dudhichua for the approval of samples of materials to be used in the work.

(18) The contractors shall register themselves on the Contract Labor Payment Management Portal (CLPMP) of CIL within 30 days and will have to enter and update periodically the following details in the portal –
(a) Work Order details;
(b) Contractor workers details and wages payment details in respect of each Work Order;
(c) Attendance of labours engaged in this work is to be marked on Biometric System in consultation with Personnel Department.

(19) All the clauses of Safety Code of the Tender Document, as laid down in Additional Safety Measures to be taken by the contractor, are to be strictly followed.

(20) Project Engineer (Civil) / IC-I&M (Civil), Dudhichua Project shall be the Engineer-in-charge for the work. Please contact Project Engineer (Civil) / IC-I&M (Civil), Project Dudhichua for instruction regarding commencement of work.

It is also requested you to point-out & inform us about any discrepancy, if occurred while issuing this letter, so as to get it corrected timely.

Yours Faithfully,

05.04.22

Staff Officer (Civil),
Dudhichua Area

Staff Officer (Civil)
Dudhichua Area
(5.4.22)

Encl : Copy of L1 Tendered BOQ.

Copy to:
1. CVO/Singrauli;
2. GM/ Dudhichua Area;
3. GM(C)/HOD/ NCL HQ/ Singrauli;
4. PO/DCH;
5. I/C-Quality Control/HQ (Civil) - with a request to collect the samples of construction materials as per norms from the site during execution of the work;
6. AFM, Dudhichua Area - In reference to Budget For Rs 2,46,11,242.57, Financial Year: 2022-23 Certified Towards FC-FY 22-23: Reg. 1/150/4 Dated- 05.04.2022, under Head- Monsoon Preparation - Civil;
7. SO(P), Dudhichua Area- For implementation of various rules of payment of mininmum wages & contribution towards CMPF/EPF & statutory provisions;
8. PE (Civil)/ IC-I&M(Civil), Dudhichua;
9. Regional Labour Commissioner(C), Bhoot Nath Ashram, Sarvodaya Nagar, Kanpur-208005(UP);
10. Assistant Labour Commissioner(C),189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP);
11. Labour Enforcing Officer (C), 189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP);
12. Work File 1128.

NORTHERN COALFIELDS LIMITED

DUDHICHUA PROJECT

Bill of Quantity for the work of- Desilting of sump near ETP and Ballia Nallah upto culvert near STP of Sector-A with other protection works at Dudhichua Project.

Name of Party- Ms DD SINGH CONTRACTOR

Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT in Rs. P
1	Earth work in excavation in all kind of soil/silt, all operation mechanically with all lifts complete as per instructions of EIC. (for all project of NCL)				
1.1	Lead upto 50 m	1350	cum	31.91	43078.50
1.2	Lead upto 1 Km	135000	cum	42.91	5792850.00
1.3	Lead upto 3 Km	277700	cum	51.77	14376529.00
2	Extra rates for quantities of earthwork/ silt/OB/rock in or under water and or liquid mud, including pumping out water as required in all lifts				
2.1	Lead upto 1 Km	135000	cum	8.58	1158300.00
2.2	Lead upto 3 Km	159500	cum	10.35	1650825.00
3	Earth work in exacavation in overburden all operation mechanically with all lifts, complete as per instructions of EIC. (for all project of NCL)				
3.1	Lead upto 4.00 Km	7200	cum	61.34	441648.00
4	Providing and fixing O.B. filled bags	200000	nos	6.00	1200000.00
5	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :				
5.1	1:3:6 (1 Cement : 3 coarse sand (zone-III) : 6 graded stone aggregate 20 mm nominal size).	207	cum	5436.40	1125334.80
6	Random rubble masonary with hard stone in foundation and plinth including levelling up with cement concrete 1:6:12 (1 cement : 6 coarse sand : 12 graded stone aggregates 20 mm nominal size) up to plinth level with:				
6.1	Cement mortar 1:6 (1 cement :6 coarse sand)	1908	cum	4832.45	9220314.60
				TOTAL	35008879.90
			Percentage Quoted	29.70% Below	10397637.33
				Net Quoted Value Excluding GST	24611242.57
				GST @18%	4430023.66
				Award Value (Including GST@18%)	29041266.23

05.04.22

Staff Officer (Civil)
Dudhichua Area

(5.4.22)

(1/5)

नॉर्दर्न कोलफील्ड्स लिमिटेड
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(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

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DUDHICHUA AREA
Civil Engineering Department

CIN- U10102MP1985GOI003160
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Office of the General Manager, Dudhichua Area, NCL,
Post: Khadia, Distt: Sonebhadra, U.P., PIN: 231222
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No. NCL/DCH/SO(C)/F-1207/LOA/2022-23/ETN-33/ 71 **Date :** 28/3/23

To,

M/s Associate Engineers and Builders,
Nawanagar, P.O.- Nigahi
Distt.- Singrauli, MP-486884
Email ID : jain.balram1@gmail.com
Mobile No. : 9425178993

Bank A/c No.	**: 11319645438**
Bank Name	**: SBI, Amlohri**
PAN No	**: AEQPJ3198A**
GSTIN No	**: 23AEQPJ3198A1ZL**

Subject : Letter of Acceptance for the work **"Desilting of sump near ETP and Ballia Nallah upto Check Dam at Dudhichua Project."**

Reference : 1. Your offer in response to Tender Notice No: DCH/SO(C)/22-23/ETN-33 Dated- 20.02.2023,
2. E-office No.- 1032009.
3. Tender Id : 2023_NCL_271848_1.

Dear Sir,

Pursuant to the above Tender / Bid Notice, Tender / Bids were invited for the above mentioned work and you had submitted a Tender in response to the aforesaid Tender / Bid Notice as per the Terms & Conditions stipulated for submission of Tender / Bid, which shall form part of this LOA.

With reference to the above, this is to communicate that the competent authority of M/s Northern Coalfields Limited has awarded the subject work to you for an amount of **₹ 77,21,993.89 (₹ 65,44,062.62 + GST @ 18% ₹ 11,77,931.27), i.e., (Rupees Seventy Seven Lakh Twenty One Thousand Nine Hundred Ninety Three and Paise Eighty Nine Only),** subject to the following conditions / stipulations, in addition to those set out in the Tender / Bid Notice –

Sl No.	Estimated cost put to tender incl. GST	Quotes percentage by L1 bidder w.r.t estimated cost put to tender	Accepted/Awarded amount incl.GST
1.	1,24,76,965.41	38.11% Below	77,21,993.89

(1) All the materials, equipment and manpower required for the work will be arranged by you.

(2) You are required to submit the Registration / License under Contract Labour (R&A) Act, 1970 within 10 (Ten) days from the date of receipt of this Letter of Acceptance, if required.

(3) The Performance Security (i.e., the 1st part of Security Deposit) shall be 3% of the Contract Value amounting to **Rs. 2,31,660/- (Rupees Two Lakh Thirty One Thousand Six Hundred Sixty Only).** The **earnest money** amounting to **Rs.1,56,000.00** deposited by you vide **Bank/UTR No.-129410958 and PRN No.-281289927423 through Axis Agreegator Bank Netbanking** has been taken into account as part of Performance Security. Also **Rs. 75,660/- (Rupees Seventy Five Thousand Six Hundred Sixty Only) is required** as balance amount of Performance Security. In addition to above, all running on account bill shall be paid @ 95% of Work Value and the 5% deduction such made, shall form the Retention Money, i.e., the 2nd part of Security Deposit.

28-03-2023
Staff Officer (Civil)
Dudhichua

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

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Post: Khadia, Distt: Sonebhadra, U.P., PIN: 231222
Phone: 05446-232204 / 07805-226920, FAX: 05446-233614, Email: gmdch.ncl@coalindia.in

(4) You will have to deposit **Additional Performance Security** of **Rs. 28,83,427.00/- (Rupees Twenty Eight Lakh Eighty Three Thousand Four Hundred Twenty Seven Only)** as per clause no **14.2 of ITB**.

(5) You are required to **submit the following within 21 days (Twenty one days) from the date of receipt of this letter of acceptance** for issuing formal Work Order for the work –

(a) **Rs. 75,660/- (Rupees Seventy Five Thousand Six Hundred Sixty Only) is required** as balance amount of Performance Security in acceptable form;
(b) **Rs. 28,83,427.00/- (Rupees Twenty Eight Lakh Eighty Three Thousand Four Hundred Twenty Seven Only)** as **Additional Performance Security (APS)** in acceptable form;
(c) Self attested Copy of GST Registration Certificate& Service Accounting Code (SAC) of works/services;
(d) Self attested Copy of Income Tax PAN;
(e) Self attested Copy of Proprietorship Deed / Partnership Deed / Power of Attorney etc.;
(f) Self attested Copy of CMPF / EPF Registration or copy of affidavit for implementation of CMPF Act;
(g) Authorization form for e payment duly filled in, signed & sealed;
(h) Non Judicial Stamp Paper for Rs. 500.00 of UP state;
(i) PERT / BAR Chart showing percentage of periodical progress for completion of work, signed & sealed;
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(k) A certificate issued by a practicing Chartered Accountant having a valid membership number with Institute of Chartered Accountant of India for complying of Anti-profiteering clause u/s 171 of CGST Act 2017 as well as office memorandum F.No. 296/07/2017-CX.9 dated 15th June 2017 issued by the Department of Revenue, Ministry of Finance, Govt. of India.

(6) If Security Money is deposited in the form of Bank Guarantee, it should be issued through Structural Financial Management System (SFMS) Platform as per the format given in the Tender Document.

(7) In case you fail to submit the Performance Security and Additional Performance Security, if any, within the stipulated time of 21 days then the award of work shall be cancelled with forfeiture of the Bid Security / Earnest Money, if any.

(8) The work shall be completed within **180 (One Hundred Eighty)** days from the date of commencement of the work. The date of commencement of the work shall be reckoned from the 10th day of issue of this Letter of Acceptance or from the 7th day of actual date of handing over of the site, whichever is later. However, the Date of Commencement can also be decided with mutual consent with the Contractor prior to the date as prescribed above.

(9) In case of failure to start the work within specified date of commencement of work as per Cl. No. (7), above, of the subject LOA, the company shall be at liberty by giving 15 days notice in writing to start the work, failing which to forfeit the earnest money deposited by you and to rescind the LOA and also debar you to take part in the future re-tender(s). Also, in place of a Bid Security (EMD), for defaults of which attract forfeiture of EMD as defined in the request for the bid documents, you will be banned for 1 (one) year from being eligible to submit bids in CIL and/or its subsidiaries, as per approval of competent authority of the company.

(10) The work should be executed as per the BOQ, General Terms and conditions, Additional Terms & Conditions, Scope of work, Special Terms & Conditions, CPWD specifications, BIS standards MPPWD / MORTH (in case of road work), description of the items of the accepted tender document and instruction of EIC.

28-03-2023
Staff Officer (Civil)
Dudhichua Area

(3/5)

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(a) GST will be reimbursed on production of uploaded invoice / documentary evidence. Amount of statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2A of NCL in common portal of GST and after submission of documentary evidence of deposition of GST Taxes and fling of GST Returns.
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(h) You will issue credit note as per the provisions of Rule 53 of CGST Rule, 2017 on quality deduction of Liquidated Damages, if any arises.

27.03.2023
Staff Officer (Civil)
Dudhichua Area

A/S

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(मिनिरत्न कंपनी)
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It is also requested you to point-out & inform us about any discrepancy, if occurred while issuing this letter, so as to get it corrected timely.

Yours Faithfully

27.03.2023

Staff Officer (Civil),
NCL, Dudhichua Area

Encl : Copy of L1 Tendered BOQ.

Raj Singh
28/3/23

Copy to:
1. CVO/Singrauli;
2. GM/ Dudhichua Area;
3. GM(C)/HOD/ NCL HQ/ Singrauli;
4. PO/DCH;
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7. SO(P), Dudhichua Area- For implementation of various rules of payment of mininmum wages & contribution towards CMPF/EPF & statutory provisions;
8. PE (Civil)/ IC-I&M(Civil), Dudhichua;
9. Regional Labour Commissioner(C), Bhoot Nath Ashram, Sarvodaya Nagar, Kanpur-208005(UP);
10. Assistant Labour Commissioner(C),189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP);
11. Labour Enforcing Officer (C), 189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP);
12. Work File 1207.

5/5

Validate | Print | Help

Percentage BoQ

Tender Inviting Authority: STAFF OFFICER (Civil), DUDHICHUA AREA

Name of Work :	Desilting of sump near ETP and Ballia Nallah upto Check Dam at Dudhichua Project. (NIT No : DCH/SO(C)/22-23/ETN-33 DATED: 20.02.2023)				
.	Category of Services (To Be Selected by Department)	Category of Bidder(To Be Selected by Bidder)	To Be Entered by Department		
ITC Available	Works Contract	Bidder's Status (Mandatory)	Rate of GST (in %)	GST to be Paid By Bidder (in Rs.)	GST to be Paid By CIL/Subsidiary (in Rs.)
Name of the Bidder/ Bidding Firm / Company :	M/S. ASSOCIATE ENGINEERS & BUILDERS	GST Registered Bidder	18.00	1177931.27	0.00

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1	Earth work in excavation in all kind of soil/silt, all operation mechanically with all lifts complete as per instructions of EIC. (for all project of NCL)					
1.1	Lead upto 4 Km	153150	cum	63.37	9705115.50	INR Ninety Seven Lakh Five Thousand One Hundred & Fifteen and Paise Fifty Only
2	Extra rates for quantities of earthwork/ silt/OB/rock in or under water and or liquid mud, including pumping out water as required in all lifts					
2.2	Lead upto 4 Km	50700	cum	12.67	642369.00	INR Six Lakh Forty Two Thousand Three Hundred & Sixty Nine Only
3	Earth work in exacavation in overburden all operation mechanically with all lifts, complete as per instructions of EIC. (for all project of NCL)					
3.1	Lead upto 4.00 Km	3300	cum	68.55	226215.00	INR Two Lakh Twenty Six Thousand Two Hundred & Fifteen Only
4	Total impact of GST for the purpose of CTC	1.000	Nos	0.00	0.00	INR Zero Only
Total in Figures					6544062.62	INR One Crore Five Lakh Seventy Three Thousand Six Hundred & Ninety Nine and Paise Fifty Only
Quoted Rate in Figures			Less (-)	38.11%	6544062.62	INR Sixty Five Lakh Forty Four Thousand &Sixty Two and Paise Sixty Two Only
Quoted Rate in Words		INR Sixty Five Lakh Forty Four Thousand &Sixty Two and Paise Sixty Two Only				

27.03.2023

Staff Officer (Civil)
Dudhichua Area

Rajesh
28/3/23

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इंडिया लिमिटेड की अनुषंगी कंपनी)

Northern Coalfields Limited
(AMiniratna Company)
(A subsidiary of Coal India Limited)

Civil/Dudhichua Area

CIN- U10102MP1985GOI003109
An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company
पोस्ट खैरिया, जिला सोनभद्र(उ.प्र.), पिन-231222 /Post Khaira, Dist.Sonebhadra (UP) PIN-231222
Phone: 05446-232204/07805-226920, (FAX) 05446 – 233614 email: gmdch.ncl@coalindia.in

Dated – 15/4/18

No. DCH/GM(CIVIL)/LOA/2018-19/ 03

To,

M/s Suryuday Associates
Plot No-247 Ambedkar Nager
PO-Shakti Nager, Khadia
Distt-Sonebhadra (U.P.)

Bank A/c No : 414801010034023
Bank Name : UBI SHAKTINAGER
PAN No : AUEPS0937N
Emai Id :
suryuday.associates@gmail.com

Sub: Letter of Acceptance for the work:- " Cutting of Katcha drain and sump along the toe of external O.B. dump, gabion works and hume pipe works " **at Dudhichua Project.**
Ref: Tender Notice No: DCH/C/17-18/ETN-33 Dated 08.03.2018
Tender ID : 2017_NCL_97582_1

Dear Sir,

With reference to the above, it is to convey that your offer to undertake the subject work at a total value of **Rs. 32,66,201.73 (Rupees thirty two lakh sixty six thousand two hundred one and paise seventy three Only)** (excluding GST) has been accepted subject to the following stipulations:

1. All the materials and equipment required for the work will be arranged by you.

2. You are required to submit the **Registration/license under Contract Labour** (R&A) Act, 1970 **within 10 (Ten) days from the date of receipt of this** Letter of Acceptance, if required.

3. The **Performance security (first part of security deposit)** shall be **6.25% of the contract value** amounting to **Rs. 2,04,137.6/- (Rupees two lakh four thousand one hundred thirty seven and paisa sixty Only)** The **earnest money** amounted to **Rs. 73,100/-** deposited by you online along with the tender vide **Bank Name : Axis Agreegator Bank Net banking, Bank/UTR Number : 36209448 , e Procurement Ref Number/PRN Number : 100638286012** has been taken into as part of the performance security.
All running on account **bill shall be paid @ 95% of work value**. This **6.25% deduction towards** retention money will be the second part of security deposit.

4. You will have to deposit **Additional Performance Security** of **Rs. 18,04,358.29** as per clause no **20.2** of **ITB**.

General Manager (Civil)
Dudhichua Project

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इंडिया लिमिटेड की अनुषंगी कंपनी)

NCL

Northern Coalfields Limited
(A Miniratna Company)
(A subsidiary of Coal India Limited)

Civil/Dudhichua Area

CIN- U10102MP1985GOI003160
An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company
पोस्ट खैरिया जिला सोनभद्र(उ.प्र.) पिन 231222 /Post Khaira, Dist Sonchhadra (UP) PIN-231222
Phone: 05446-232204/07805-226920, (FAX) 05446 – 233614 email: gmdch.ncl@coalindia.in

5. You are required to submit the following within 28 days (Twenty Eight) days from the date of receipt of this letter of acceptance for issuing formal work order and executing agreement for the work :

(i) Rs. 1,31,037.6/- (Rupees one lakh thirty ~~seven~~ one thousand thirty seven and paisa sixty Only) towards balance amount of 6.25% Performance Security in acceptable form as stipulated in the NIT/Tender Document

(ii) **Rs. 18,04,358.29 (Rupees eighteen lakh four thousand three hundred fifty eight and Paise twenty nine Only)** towards **Additional Performance Security** in acceptable form as stipulated in the NIT/Tender Document

(iii) Income Tax PAN.

(iv) Copy of Proprietorship deed/Partnership deed, Power of Attorney etc.

(v) Copy of EPF/CMPF Registration or copy of undertaking for implementation of CMPF Act.

(vi) Authorization form for e payment duly filled in.

(vii) Non Judicial Stamp Paper for Rs. 500.00 of UP state.

(viii) Copy of the letter of Handing over site.

(ix) PAN based Vendor code, GSTIN number (MP/UP) and service Accounting Code (SAC) of subject work.

(x) A certificate from practicing Chartered Accountant having a valid membership number for complying of Anti-profiteering **clause u/s 171 as well as office memorandum F.No. 296/07/2017-CX.9** dated 15th June 2017 issued by Department of Revenue, Ministry of Finance, GOI.

6. The work shall be **completed within 150 days from the date of commencement** of the work. The date of commencement of the work shall be reckoned from the 10th day of issue of this letter of acceptance or from the 7 days of actual date of handling over of the site whichever is later.

7. In case of failure to start the work within specified date of commencement of work as per cl. No. 6 of the subject LOA ,the company shall be at liberty by giving 15 days notice in writing to start the work, failing which to forfeit the earnest money deposited by you and to rescind the LOA. Additionally you will be debarred from participating in future tenders for period of 1 (one) year.

8.The work should be executed as per the BOQ, General Terms and conditions, Additional Terms &Conditions, Scope of work, Special Terms & Conditions, CPWD specifications, BIS standards, description of the items of the accepted tender document and instruction of EIC.

9. You shall not pay less than the minimum wages to the labourers engaged by you as per minimum wages act or such other legislation or award of minimum wages fixed by the respective State Govt. or Central Govt. as may be in force.

10. You should ensure implementation of CMPF and allied schemes and Miscellaneous Provision Act, 1948 or Employees Provident Fund and Miscellaneous Provisions Act,1952 as the case may be and allied scheme

15/4/18

General Manager (Civil)

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इंडिया लिमिटेड की अनुषंगी कंपनी)

Northern Coalfields Limited
(A Miniratna Company)
(A subsidiary of Coal India Limited)

Civil/Dudhichua Area

CIN- U10102MP1985GOI003100
An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company
पोस्ट खडिया, जिला सोनभद्र(उ.प्र.) पिन 231222 / Post Khadia, Dist Sonbhadra (UP) PIN 231222
Phone: 05446-232204/07805-226920, (FAX) 05446 – 233614 email: gmdch.ncl@coalindia.in

framed there under in respect of workers deployed by you and will have to recover statutory dues and deposit the same along with employer's contribution (Contractor's share) to the respective CMPF/EPF Office and to submit statutory return under intimation to the Principal Employer.

11. All taxes (Except GST) local, municipal, provincial or central etc and cess, royalties etc as payable shall be to the contractor's account and shall be deemed to have been included in the tendered rate for the work to be executed. Payment of GST shall be dealt as per prevalent GST Rules/Act.

12. The **GST calculated on the recommended** value works out to **Rs.5,87,916.31 (Rupees five lakh eighty seven thousand nine hundred sixteen and Paise thirty one Only)** based on **18% of the quoted value**. However, the Final amount of the GST shall be worked out on the basis of Final value of the work done after the competent approval. The total liability of GST will remain with the contractor.GST will be reimbursed to the contractor on production of uploaded invoice/documentary evidence.

13. Invoice issued by service provider should bear GST Registration **Number 09AABCN4884HIZ4** to enable NCL to claim INPUT TAX CREDIT.

14. Service provider will raise invoice strictly adhere as per the provision of section 31 of CGST Act,2017 along with Rule 46 & 47 of CGST Rule 2017.Service provider will upload the detail of invoice in GST portal as per the provision of GST Act.

15. When there is any delay of payment against the invoice due to fault of service provider and if any reversal of input tax credit arises the same will be recovered from service provider along with interest and penalty if any, as paid by NCL due to reversal.

16. Service provider will indicate the rate as well as amount of CGST, SGST or IGST in invoice.

17. Service Provider should also give an undertaking on invoice or as separate Annexure along with invoice that Invoice/applicable GST returns has been /will be uploaded in GST portal within due time as prescribed in CGST Act and has been deposited CGST,SGST or IGST as per provision of GST Act and rules thereon.

18. Service provider will file all the Returns and details as applicable under GST laws & rules within due dates.

19. Amount of Statutory levies like CGST,SGST or IGST will released when same will appear in GSTR 2A of NCL in common portal of GST and after submission of documentary evidence deposition of GST Taxes and filing of GST Returns.

13/4/18

General Manager (Civil)
Dudhichua Project

NORTHERN COALFILED LIMITED
DUDHICHUA PROJECT

No:-DCH/GM(Civil/2018-19/ 49 Date:- 10.5.18

To
The M/S Suryuday Associates
Plot No-247, Ambedkarnagar
PO-Shaktinager, Khadia
Distt-Sonebhadra (U.P.)

Email-suryuday.associates@gmail.com.

MONSOON WORK

Sub:- Non execution of agreement for the work of " Cutting of katcha drain and sump along the toe of external ob dump, gabion works and hume pipe works " at Dudhichua.

LOA ref. no-DCH/GM(Civil)/2018-19/ 03 Dated:- 15.4.2018
Handing over letter no- 23 Dated - 19.04.2018
Date of commandment - 26.4.2018
Date of completion - 25.9.2018

Dear Sir,

The above work has been awarded to you vide letter reffered above, but your progress of work is not satisfactory. You have not engaged sufficient equipments, duper and manpower. It is well known to you that approximately 60 % of E/W quantity is to be done before 15.6.18 i.e. monsoon preparation work and balance quantities are to be carried out during monsoon ie upto completion period.

As per LOA you have to submit APS of Rs 18,04,358.29 and performance security of Rs1,31,037.06/- and other relevant papers on & before 28 days from the receipt of LOA other wise your work may be stopped and needful action shall be taken accordingly as per NIT/LOA

Therefore you are requested to submit the required documents immediately for execution of the agreement and expedite the monsoon work at site, failing which suitable action as per the provision of contract mentioned in Tender Document shall be taken accordingly.

Matter Most Urgent.

Yours faithfully

9/5/18

General Manager (Civil)/SOE
Dudhichua Area

Copy to:-

1. GM/DCH :- For kind information
2. PO/DCH
3. DGM(Mines)/DCH
4. Sri D.P. Sinha P.Engr©/DCH : Follow up instruction seriously.
5. Sri Ankit Upadhayay MT(Civil)/DCH -do-
6. Sri M.K.Tripathi, SOE ©/DCH -do-

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इंडिया लिमिटेड की अनुषंगी कंपनी)

Northern Coalfields Limited
(AMiniratna Company)
(A subsidiary of Coal India Limited)

Civil/Dudhichua Area

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An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company
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Phone: 05446-232204/07805-226920, (FAX) 05446 – 233614 email: gmdch.ncl@coalindia.in

No. DCH/GM(CIVIL)/LOA/2018-19/ 08

Dated – 17/4/18

To,

M/s N.K.Enterprises
Shop.No-10 Ashoka Market Khadia Bazar
Shaktinager, Distt-Sonebhadra
(U.P.)

Bank A/c No : 436705040100055
Bank Name : UBI Vindhaynager
PAN No : AFQPA2186L
Emai Id : gauravagl13@gmail.com

Sub: Letter of Acceptance for the work:- " Cleaning of Nallah and sump behind west section office, providing & Fixing hume pipe, gabion at different places in mine area " **at Dudhichua.**
Ref: Tender Notice No: DCH/C/17-18/ETN-35 Dated 08.03.2018
Tender ID : 2017_NCL_97615_1

Dear Sir,

With reference to the above, it is to convey that your offer to undertake the subject work at a total value of **Rs. 56,10,587.34 (Rupees fifty six lakh ten thousand five hundred eighty seven and paisa thirty four Only)** (excluding GST) has been accepted subject to the following stipulations:

1. All the materials and equipment required for the work will be arranged by you.

2. You are required to submit the **Registration/license under Contract Labour** (R&A) Act, 1970 **within** 10 (Ten) days from the date of receipt of this Letter of Acceptance, if required.

3. The **Performance security (first part of security deposit)** shall be **6.25% of the contract value** amounting to **Rs. 3,50,662/- (Rupees three lakh fifty thousand six hundred sixty two Only)**. The **earnest money** amounted to **Rs. 90,100/-** deposited by you online along with the tender vide **Bank Name : Axis Agreegator Bank Net banking, Bank/UTR Number : 36142035 , e Procurement Ref Number/PRN Number : 100665286566** has been taken into as part of the performance security.
All running on account **bill shall be paid @ 95% of work value**. This **6.25% deduction towards retention** money will be the **second part of security deposit**.

4. You will have to deposit **Additional Performance Security** of **Rs. 6,29,932.66 (Rupees six lakh twenty nine thousand nine hundred thirty two and Paise sixty six Only)** as per clause no **20.2 of ITB**.

17/4/18

General Manager (Civil)
Dudhichua Area

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इंडिया लिमिटेड की अनुषंगी कंपनी)

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Phone: 05446-232204/07805-226920, (FAX) 05446 – 233614 email: gmdch.ncl@coalindia.in

5. You are required to submit the following **within 28 days (Twenty Eight) days** from the date of receipt of this letter of acceptance for issuing formal work order and executing agreement for the work :
(i) **Rs. 2,60,562/- (Rupees two lakh sixty thousand five hundred sixty two Only)** towards balance amount **of 6.25% Performance Security** in acceptable form as stipulated in the NIT/Tender Document.
(ii) **Rs. 6,29,932.66 (Rupees six lakh twenty nine thousand nine hundred thirty two and Paise sixty six Only .)** towards **Additional Performance Security** in acceptable form as stipulated in the NIT/Tender Document.
(iii) Income Tax PAN.
(iv) Copy of Proprietorship deed/Partnership deed, Power of Attorney etc.
(v) Copy of EPF/CMPF Registration or copy of undertaking for implementation of CMPF Act.
(vi) Authorization form for e payment duly filled in.
(vii) Non Judicial Stamp Paper for Rs. 500.00 of UP state.
(viii) Copy of the letter of Handing over site.
(ix) PAN based Vendor code, GSTIN number (MP/UP) and service Accounting Code (SAC) of subject work.
(x) A certificate from **practicing Chartered Accountant** having a valid membership number for complying of Anti-profiteering **clause u/s 171 as well as office memorandum F.No. 296/07/2017-CX.9** dated 15th June 2017 issued by Department of Revenue, Ministry of Finance, GOI.

6. The work shall be **completed within 150 days from the date of commencement** of the work. The date of commencement of the work shall be reckoned from the 10th day of issue of this letter of acceptance or from the 7 days of actual date of handling over of the site whichever is later.

7. In case of failure to start the work within specified date of commencement of work as per cl. No. 6 of the subject LOA ,the company shall be at liberty by giving 15 days notice in writing to start the work, failing which to forfeit the earnest money deposited by you and to rescind the LOA. Additionally you will be debarred from participating in future tenders for period of 1 (one) year.

8.The work should be executed as per the BOQ, General Terms and conditions, Additional Terms &Conditions, Scope of work, Special Terms & Conditions, CPWD specifications, BIS standards, description of the items of the accepted tender document and instruction of EIC.

9. You shall not pay less than the minimum wages to the labourers engaged by you as per minimum wages act or such other legislation or award of minimum wages fixed by the respective State Govt. or Central Govt. as may be in force.

10. You should ensure implementation of CMPF and allied schemes and Miscellaneous Provision Act, 1948 or Employees Provident Fund and Miscellaneous Provisions Act,1952 as the case may be and allied scheme framed there under in respect of workers deployed by you and will have to recover statutory dues and

17/4/18

The General Manager (Civil)
Dudhichua Project

कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
कोल इंडिया लिमिटेड की अनुषंगी कंपनी)

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Phone: 05446-232204/07805-226920, (FAX) 05446 – 233614 email: gmdch.ncl@coalindia.in

deposit the same along with employer's contribution (Contractor's share) to the respective CMPF/EPF Office and to submit statutory return under intimation to the Principal Employer.

11. All taxes (Except GST) local, municipal, provincial or central etc and cess, royalties etc as payable shall be to the contractor's account and shall be deemed to have been included in the tendered rate for the work to be executed. Payment of GST shall be dealt as per prevalent GST Rules/Act.

12. The **GST calculated on the recommended value works out to Rs.10,09,905.72 (Rupees ten lakh nine thousand nine hundred five and Paise seventy two Only) based on 18% of the quoted value.** However, the Final amount of the GST shall be worked out on the basis of Final value of the work done after the competent approval. The total liability of GST will remain with the contractor.GST will be reimbursed to the contractor on production of uploaded invoice/documentary evidence.

13. Invoice issued by service provider should bear GST Registration **Number 09AABCN4884HIZ4** to enable NCL to claim INPUT TAX CREDIT.

14. Service provider will raise invoice strictly adhere as per the provision of section 31 of CGST Act,2017 along with Rule 46 & 47 of CGST Rule,2017.Service provider will upload the detail of invoice in GST portal as per the provision of GST Act.

15. When there is any delay of payment against the invoice due to fault of service provider and if any reversal of input tax credit arises the same will be recovered from service provider along with interest and penalty if any, as paid by NCL due to reversal.

16. Service provider will indicate the rate as well as amount of CGST, SGST or IGST in invoice.

17. Service Provider should also give an undertaking on invoice or as separate Annexure along with invoice that invoice/applicable GST returns has been /will be uploaded in GST portal within due time as prescribed in CGST Act and has been deposited CGST,SGST or IGST as per provision of GST Act and rules thereon.

18. Service provider will file all the Returns and details as applicable under GST laws & rules within due dates.

19. Amount of Statutory levies like CGST,SGST or IGST will released when same will appear in GSTR 2A of NCL in common portal of GST and after submission of documentary evidence deposition of GST Taxes and filing of GST Returns.

20. In case the GST rating of vendor on the GST portal/Govt. official website is negative/black listed at any stage even after award of work, NCL has right to reject the letter of award.NCL shall not be obligated or liable

17/4/18

General Manager (Civil)
Dudhichua Project

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
कोल इंडिया लिमिटेड की अनुषंगी कंपनी)

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to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by NCL.

21. Service provider will issue credit note as per the provision of Rule 53 of CGST Rule, 2017 on quality deduction or liquidity damage, if any arises.

22. If service provider defaults in uploading the invoice/uploading the applicable GST returns/deposit of applicable GST Taxes, NCL reserves the right to upload such defaulter on NCL website and may also consider for giving holiday/debarring from participating in future tenders.

23. All the clauses of Safety Code of the Tender Document, as laid down in Additional Safety Measures to be taken by the contractor are to be strictly followed.

24. Please **contact Project Engr. (Civil) I/C Mine, Dudhichua** for instruction regarding commencement of work.

25. Two copies of LOA are being sent to you through registered post. You are requested to return one copy of LOA duly signed by you, as a token of accentance of this LOA.

Your's Faithfully

General Manager (Civil) /SO (C)
Dudhichua Area

General Manager (Civil)
Dudhichua Project

Copy to:

1. CVO, Singrauli
2. GM, Dudhichua Area
3. GM(C), NCL HQ, Singrauli
4. AFM, Dudhichua Area --- this is as per Finance Dry. No FC/Rev/17-18/150/7 Dated 17.04.2018 for ~~Rs. 66,20,493.06~~ ~~Monsoon Preparation.~~
5. SO(P), Dudhichua Area
6. Project Engr.(C) I/c Mines ,Dudhichua Project
7. The ALC, 189-4/A, AlopiBagh, PO : Daraganj, Allahabad (UP)
8. Sri ..... SUE (Civil)/DCH

S. K. Tripathi

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
कोल इंडिया लिमिटेड की अनुषंगी कंपनी)

एनसीएल NCL

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Phone: 05446-232204/07805-226920, (FAX) 05446 – 233614 email: gmdch.ncl@coalindia.in

No. DCH/GM(CIVIL)/LOA/2018-19/ 09 Dated – 17/4/18

To,

M/s N.K.Enterprises
Shop No-10, Ashoka Market Khadia Bazar
Shaktinagar, Distt-Sonebhadra
(U.P.)

Bank A/c No : 436705040100055
Bank Name : UBI Vindhaynager
PAN No : AFQPA2186L
Emai Id : gauravagl13@gmail.com

Sub: Letter of Acceptance for the work:- " Cleaning of drain and cutting of katcha drain, sump, providing and fixing gabion, PVC sand bags during monsoon period in east section" **at Dudhichua.**
Ref: Tender Notice No: DCH/C/17-18/ETN-34 Dated 08.03.2018
Tender ID : 2018_NCL_97586_1

Dear Sir,

With reference to the above, it is to convey that your offer to undertake the subject work at a total value of **Rs. 55,21,162.58 (Rupees fifty five lakh twenty one thousand one hundred sixty two and paisa fifty eight Only)** (excluding GST) has been accepted subject to the following stipulations:

1. All the materials and equipment required for the work will be arranged by you.

2. You are required to submit the **Registration/license under Contract Labour** (R&A) Act, 1970 **within 10 (Ten) days from the date of receipt of this** Letter of Acceptance, if required.

3. The **Performance security (first part of security deposit) shall be 6.25% of the contract value** amounting to **Rs. 3,45,072.66/- (Rupees three lakh forty five thousand seventy two and paisa sixty six Only)**. The **earnest money** amounted to **Rs. 88,600/-** deposited by you online along with the tender vide **Bank Name : Axis Agreegator Bank Net banking, Bank/UTR Number : 36141966 , e Procurement Ref Number/PRN Number : 100641286564** has been taken into as part of the performance security.
All running on account **bill shall be paid @ 95% of work value.** This **6.25% deduction towards** retention money will be the second part of security deposit.

4. You will have to deposit **Additional Performance Security** of **Rs. 6,30,885.91 (Rupees six lakh thirty thousand eight hundred eighty five and Paise ninety one Only.)** as per clause no 20.2 of ITB.

17/4/18

General Manager (Civil)
Dudhichua Project

Northern Coalfields Limited
(A Miniratna Company)
(A subsidiary of Coal India Limited)

एन सी एल
NCL

Civil/Dudhichua Area

-GIN- U10102MP1985GOI003160
An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company
पोस्ट- खडिया, जिला- सोनभद्र(उ.प्र.), पिन-231222 /.Post- Khadia, Dist Sonebhadra (UP) PIN-231222
Phone: 05446-232204/07805-226920, (FAX) 05446 – 233614 email: gmdch.ncl@coalindia.in

5. You are required to submit the following within 28 days (Twenty Eight) days from the date of receipt of this letter of acceptance for issuing formal work order and executing agreement for the work :

(i) Rs. 2,56,472.86/-.(Rupees two lakh fifty six thousand four hundred seventy two and paisa sixty six Only) towards balance amount of 6.25% Performance Security in acceptable form as stipulated in the NIT/Tender Document.

(ii) Rs. 6,30,885.91 (Rupees six lakh thirty thousand eight hundred eighty five and Paise ninety one Only) towards Additional Performance Security in acceptable form as stipulated in the NIT/Tender Document.

(iii) Income Tax PAN.

(iv) Copy of Proprietorship deed/Partnership deed, Power of Attorney etc.

(v) Copy of EPF/CMPF Registration or copy of undertaking for implementation of CMPF Act.

(vi) Authorization form for e-payment duly filled in.

(vii) Non Judicial Stamp Paper for Rs. 500.00 of UP state.

(viii) Copy of the letter of Handing over site.

(ix) PAN based Vendor code, GSTIN number (MP/UP) and service Accounting Code (SAC) of subject work.

(x) A certificate from practicing Chartered Accountant having a valid membership number for complying of Anti-profiteering clause u/s 171 as well as office memorandum F.No. 296/07/2017-CX.9 dated 15th June 2017 issued by Department of Revenue, Ministry of Finance, GOI.

6. The work shall be completed within 150 days from the date of commencement of the work. The date of commencement of the work shall be reckoned from the 10th day of issue of this letter of acceptance or from the 7 days of actual date of handling over of the site whichever is later.

7. In case of failure to start the work within specified date of commencement of work as per cl. No. 6 of the subject LOA ,the company shall be at liberty by giving 15 days notice in writing to start the work, failing which to forfeit the earnest money deposited by you and to rescind the LOA. Additionally you will be debarred from participating in future tenders for period of 1 (one) year.

8.The work should be executed as per the BOQ, General Terms and conditions, Additional Terms &Conditions, Scope of work, Special Terms & Conditions, CPWD specifications, BIS standards, description of the items of the accepted tender document and instruction of EIC.

9. You shall not pay less than the minimum wages to the labourers engaged by you as per minimum wages act or such other legislation or award of minimum wages fixed by the respective State Govt. or Central Govt. as may be in force.

10. You should ensure implementation of CMPF and allied schemes and Miscellaneous Provision Act, 1948 or Employees Provident Fund and Miscellaneous Provisions Act,1952 as the case may be and allied scheme framed there under in respect of workers deployed by you and will have to recover statutory dues and

17/4/18

General Manager (Civil)
Dudhichua Project

कोल इंडिया लिमिटेड
(मिनिरत्न कंपनी)
(कोल इंडिया लिमिटेड की अनुषंगी कंपनी)

एन सी एल
NCL

Northern Coalfields Limited
(AMinratna Company)
(A subsidiary of Coal India Limited)

Civil/Dudhichua Area

CIN- U10102MP1985GOI003160
An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company
पोस्ट खडिया, जिला सोनभद्र(उ.प्र.) पिन 231222 / Post- Khadia, Dist Sonbhadra (UP) PIN-231222
Phone: 05446-232204/07805-226920, (FAX) 05446 – 233614 email: gmdch.ncl@coalindia.in

deposit the same along with employer's contribution (Contractor's share) to the respective CMPF/EPF Office and to submit statutory return under intimation to the Principal Employer.

11. All taxes (Except GST) local, municipal, provincial or central etc and cess, royalties etc as payable shall be to the contractor's account and shall be deemed to have been included in the tendered rate for the work to be executed. Payment of GST shall be dealt as per prevalent GST Rules/Act.

12. The **GST calculated on the recommended value works out to Rs.9,93,809.26 (Rupees nine lakh ninety threee thousand eight hundred nine and Paise twenty six Only) based on 18% of the quoted value.** However, the Final amount of the GST shall be worked out on the basis of Final value of the work done after the competent approval. The total liability of GST will remain with the contractor.GST will be reimbursed to the contractor on production of uploaded invoice/documentary evidence.

13. Invoice issued by service provider should bear GST Registration Number **09AABCN4884H1Z4** to enable NCL to claim INPUT TAX CREDIT.

14. Service provider will raise invoice strictly adhere as per the provision of section 31 of CGST Act,2017 along with Rule 46 & 47 of CGST Rule,2017.Service provider will upload the detail of invoice in GST portal as per the provision of GST Act.

15. When there is any delay of payment against the invoice due to fault of service provider and if any reversal of input tax credit arises the same will be recovered from service provider along with interest and penalty if any, as paid by NCL due to reversal.

16. Service provider will indicate the rate as well as amount of CGST, SGST or IGST in invoice.

17. Service Provider should also give an undertaking on invoice or as seperate Annexure along with invoice that Invoice/applicable GST returns has been /will be uploaded in GST portal within due time as prescribed in CGST Act and has been deposited CGST,SGST or IGST as per provision of GST Act and rules thereon.

18. Service provider will file all the Returns and details as applicable under GST laws & rules within due dates.

19. Amount of Statutory levies like CGST,SGST or IGST will released when same will appear in GSTR 2A of NCL in common portal of GST and after submission of documentary evidence deposition of GST Taxes and filing of GST Returns.

20. In case the GST rating of vendor on the GST portal/Govt. official website is negative/black listed at any stage even after award of work, NCL has right to reject the letter of award.NCL shall not be obligated or liable

17/7/18

General Manager (Civil)

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इंडिया लिमिटेड की सहायक कंपनी)

NCL

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(A Miniratna Company)
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Civil/Dudhichua Area

CIN- U10102MP1985GOI000160
An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company
खोड़ खदान, पोस्ट खैरवा(उ.प्र.), पिन 231222 / Post- Khadia, Dist Sonebhadra (UP) PIN-231222
Phone: 05446-232204/07805-226920, (FAX) 05446 – 233614 email: gmdch.ncl@coalindia.in

to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by NCL.

21. Service provider will issue credit note as per the provision of Rule 53 of CGST Rule, 2017 on quality deduction or liquidity damage, if any arises.

22. If service provider defaults in uploading the invoice/uploading the applicable GST returns/deposit of applicable GST Taxes, NCL reserves the right to upload such defaulter on NCL website and may also consider for giving holiday/debarring from participating in future tenders.

23. All the clauses of Safety Code of the Tender Document, as laid down in Additional Safety Measures to be taken by the contractor, are to be strictly followed.

24. Please contact **Project Engr. (Civil) I/C Mine, Dudhichua** for instruction regarding commencement of work.

25. Two copies of LOA are being sent to you through registered post. You are requested to return one copy of LOA duly signed by you, as a token of acceptance of this LOA.

Your's Faithfully

17/4/18

General Manager (Civil)/SO(C)
Dudhichua Area

General Manager (Civil)
Dudhichua Project

Copy to:

1. CVO, Singrauli
2. GM, Dudhichua Area
3. GM(C), NCL HQ, Singrauli
4. AFM, Dudhichua Area --- this is as per **Finance Dry. No FC/Rev/17-18/150/3 Dated 17.04.2018 for Rs. 65,14,971.84 Monsoon Preparation.**
5. SO(P), Dudhichua Area
6. Project Engr.(C)I/c Mines, Dudhichua Project
7. **The ALC**, 189-4/A, AlopiBagh, PO : Daraganj, Allahabad (UP)
8. **Sri ..... SOE (Civil)/DCH**

M.K. Tripathi

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

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Phone: 05446-232204/07805-226920, (FAX) 05446 – 233614 email: gmdch.ncl@coalindia.in

No. DCH/GM(CIVIL)/LOA/2018-19/ 12 Dated- 22/4/18

To,

M/s Bishen & Brothers
Ambedkar Nager
PO-Shaktinager
Distt-Sonebhadra (U.P.)

Bank A/c No : 426101010012018
Bank Name : UBI,Dudhichua
PAN No : ALTPS1751L
Emai Id : bishenandbrothers@mail.com

Sub: Letter of Acceptance for the work " Cleaning of culvert, drain of central junction, C.H.P. and weight bridge area " at Dudhichua.
Ref: Tender Notice No: DCH/C/17-18/ETN-38 Dated 08.03.2018
Tender ID : 2018_NCL_97655_1

Dear Sir,

With reference to the above, it is to convey that your offer to undertake the subject work at a total value of **Rs. 32,73,029.49 (Rupees thirty two Lakh seventy three thousand twenty nine and Paise forty nine Only)** (excluding GST) has been accepted subject to the following stipulations:

1. All the **materials and equipment** required for the work will be arranged by you.

2. You are required to submit the **Registration/license under Contract Labour** (R&A) Act, 1970 **within 10 (Ten) days from the date of receipt of this** Letter of Acceptance, If required.

3. The **Performance security (first part of security deposit) shall be 6.25% of the contract value** amounting to **Rs.2,04,564/- (Rupees two lakh four thousand five hundred sixty four Only)**.The earnest money amounted to **Rs. 66,400/-** deposited by you online along with the tender vide **Bank Name : Axis Agreegator Bank Net banking, Bank/UTR Number : 36137965, e Procurement Ref Number/PRN Number : 100703286498** has been taken into as part of the performance security.
All running on account **bill shall be paid @ 95% of work value**. This **6.25% deduction towards** retention money will be the **second part of security deposit.**

4. You will have to deposit **Additional Performance Security** of **Rs. 13,68,635.09 (Rupees thirteen lakh sixty eight thousand six hundred thirty five and Paise nine Only)** as per clause no **20.2 of ITB.**

22/4/18

General Manager (Civil)
Dudhichua Project

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

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Phone: 05446-232204/07805-226920, (FAX) 05446 – 233614 email: gmdch.ncl@coalindia.in

5. You are required to submit the following **within 28 days (Twenty Eight) days** from the date of receipt of this letter of acceptance for issuing formal work order and executing agreement for the work :
(i) **Rs. 1,38,164/- (Rupees one lakh thirty eight thousand one hundred sixty four Only)** towards balance amount of **6.25% Performance Security** in acceptable form as stipulated in the NIT/ Tender Document.
(ii) **Rs. 13,68,635.09 (Rupees thirteen lakh sixty eight thousand six hundred thirty five and Paise nine Only)** towards **Additional Performance Security** in acceptable form as stipulated in the NIT/Tender Document.
(iii) Income Tax PAN.
(iv) Copy of Proprietorship deed/Partnership deed, Power of Attorney etc.
(v) Copy of EPF/CMPF Registration or copy of undertaking for implementation of CMPF Act.
(vi) Authorization form for e payment duly filled in.
(vii) Non Judicial Stamp Paper for Rs. 500.00 of UP state.
(viii) Copy of the letter of Handing over site.
(ix) PAN based Vendor code, GSTIN number (MP/UP) and service Accounting Code (SAC) of subject work.
(x) A certificate from **practicing Chartered Accountant** having a valid membership number for complying of Anti-profiteering **clause u/s 171 as well as office memorandum F.No. 296/07/2017**-CX.9 dated 15th June 2017 issued by Department of Revenue, Ministry of Finance, GOI.

6. The work shall be **completed within 150 days from the date of commencement** of the work. The date of commencement of the work shall be reckoned from the 10th day of issue of this letter of acceptance or from the 7 days of actual date of handling over of the site whichever is later.

7. In case of failure to start the work within specified date of commencement of work as per cl. No. 6 of the subject LOA ,the company shall be at liberty by giving 15 days notice in writing to start the work, failing which to forfeit the earnest money deposited by you and to rescind the LOA. Additionally you will be debarred from participating in future tenders for period of 1 (one) year.

8.The work should be executed as per the BOQ, General Terms and conditions, Additional Terms &Conditions, Scope of work, Special Terms & Conditions, CPWD specifications, BIS standards, description of the items of the accepted tender document and instruction of EIC.

9. You shall not pay less than the minimum wages to the labourers engaged by you as per minimum wages act or such other legislation or award of minimum wages fixed by the respective State Govt. or Central Govt. as may be in force.

10. You should ensure implementation of CMPF and allied schemes and Miscellaneous Provision Act, 1948 or Employees Provident Fund and Miscellaneous Provisions Act,1952 as the case may be and allied scheme framed there under in respect of workers deployed by you and will have to recover statutory dues and

General Manager (Civil)
Dudhichua Project

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

एन सी एल
NCL

Northern Coalfields Limited
(AMiniratna Company)
(A subsidiary of Coal India Limited)

Civil/Dudhichua Area

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Phone: 05446-232204/07805-226920, (FAX) 05446 – 233614 email: gmdch.ncl@coalindia.in

deposit the same along with employer's contribution (Contractor's share) to the respective CMPF/EPF Office and to submit statutory return under intimation to the Principal Employer.

11. All taxes (Except GST) local, municipal, provincial or central etc and cess, royalties etc as payable shall be to the contractor's account and shall be deemed to have been included in the tendered rate for the work to be executed. Payment of GST shall be dealt as per prevalent GST Rules/Act.

12. The **GST calculated on the recommended** value works out to **Rs. 5,89,145.31 (Rupees five lakh eighty nine thousand one hundred forty five and Paisa thirty one Only)** based on **18% of the quoted value.** However, the Final amount of the GST shall be worked out on the basis of Final value of the work done after the competent approval. The total liability of GST will remain with the contractor.GST will be reimbursed to the contractor on production of uploaded invoice/documentary evidence.

13. Invoice issued by service provider should bear GST Registration **Number 09AABCN4884HIZ4** to enable NCL to claim INPUT TAX CREDIT.

14. Service provider will raise invoice strictly adhere as per the provision of section 31 of CGST Act,2017 along with Rule 46 & 47 of CGST Rule,2017.Service provider will upload the detail of invoice in GST portal as per the provision of GST Act.

15. When there is any delay of payment against the invoice due to fault of service provider and if any reversal of input tax credit arises the same will be recovered from service provider along with interest and penalty if any, as paid by NCL due to reversal.

16. Service provider will indicate the rate as well as amount of CGST, SGST or IGST in invoice.

17. Service Provider should also give an undertaking on invoice or as separate Annexure along with invoice that Invoice/applicable GST returns has been /will be uploaded in GST portal within due time as prescribed in CGST Act and has been deposited CGST,SGST or IGST as per provision of GST Act and rules thereon.

18. Service provider will file all the Returns and details as applicable under GST laws & rules within due dates.

19. Amount of Statutory levies like CGST,SGST or IGST will released when same will appear in GSTR 2A of NCL in common portal of GST and after submission of documentary evidence deposition of GST Taxes and filing of GST Returns.

20. In case the GST rating of vendor on the GST portal/Govt. official website is negative/black listed at any stage even after award of work, NCL has right to reject the letter of award.NCL shall not be obligated or liable

General Manager (Civil)

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

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Phone: 05446-232204/07805-226920, (FAX) 05446 – 233614 email: gmdch.ncl@coalindia.in

to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by NCL.

21. Service provider will issue credit note as per the provision of Rule 53 of CGST Rule, 2017 on quality deduction or liquidity damage, if any arises.

22. If service provider defaults in uploading the invoice/uploading the applicable GST returns/deposit of applicable GST Taxes, NCL reserves the right to upload such defaulter on NCL website and may also consider for giving holiday/debarring from participating in future tenders.

23. All the clauses of Safety Code of the Tender Document, as laid down in Additional Safety Measures to be taken by the contractor, are to be strictly followed.

24. Please **contact Project Engr. (Civil) I/C Mine, Dudhichua** for instruction regarding commencement of work.

25. Two copies of LOA are being sent to you through registered post. You are requested to return one copy of LOA duly signed by you, as a token of acceptance of this LOA.

Your's Faithfully

General Manager (Civil)/SO (C)
Dudhichua Area

General Manager (Civil)
Dudhichua Project

Copy to:

1. CVO, Singrauli
2. GM, Dudhichua Area
3. GM(C), NCL HQ, Singrauli
4. AFM, Dudhichua Area --- this is as per **Finance Dry. No FC/Rev/17-18/150/05 Dated 21.04.2018** for **Rs. 38,62,174.80 Monsoon preparation.**
5. SO(P), Dudhichua Area
6. Project Engr.(C)I/C Mine, Dudhichua
7. **The ALC**, 189-4/A, Alopi Bagh, PO : Daragan), Allahabad (UP)
8. **Sri ..... SOE (Civil)/DCH**

Pankaj Kumar SOG(C)

Award — Rs 26,74,829

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

एन सी एल
NCL

Northern Coalfields Limited
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/CivilDudhichua Area

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पोस्ट-[kfM+;k] ftyk% lksuHknz¼m-iz-½, पिन 231222 / Post- Khadia, Dist.Sonebhadra (UP) PIN-231222
Phone: 05446-232204/07805-226920, (FAX) 05446 – 233614 email: gmdch.ncl@coalindia.in

No. DCH/GM(CIVIL)/LOA/2018-19/ 62 Dated- 14/05/18

To,

M/s D.D.Singh Contractor
Belwadah, Anpara
Distt-Sonebhadra (U.P.)

Bank A/c No : 30208647971
Bank Name : SBI, Anpara
PAN No : AAJFD2651D
Email Id : ddcontractor2000@gmail.com

MONSOON PREPARATION WORK

Sub: Letter of Acceptance for the work " Desilting and protection works between PWD road and railway track including adjacent culvert and natural drainage stream" at Dudhichua Project.
Ref: Tender Notice No: DCH/C/17-18/ETN-39 Dated 09.03.2018
Tender ID : 2018_NCL_97721_1

Dear Sir,

With reference to the above, it is to convey that your offer to undertake the subject work at a total value of **Rs. 28,36,784.96 (Rupees Twenty eight Lakh thirty six thousand seven hundred eighty four and Paisa ninety six Only)** (excluding GST) has been accepted subject to the following stipulations:

1. All the **materials and equipment** required for the work will be arranged by you.

2. You are required to submit the **Registration/license under Contract Labour** (R&A) Act, 1970 **within 10 (Ten) days from the date of receipt of this** Letter of Acceptance, if required.

3. The **Performance security (first part of security deposit)** shall be **6.25% of the contract value** amounting to **Rs. 1,77,299.06 (Rupees One lakh seventy seven thousand two hundred ninety nine and paisa six Only)**. The **earnest money** amounted to **Rs. 49,300.00** deposited by you online along with the tender vide **Bank Name** : **Axis Agreegator Bank Net banking, Bank/UTR Number** : **36272964, e Procurement Ref Number/PRN** Number : **100770287618** has been taken into as part of the performance security.

All running on account **bill shall be paid @ 95% of work value.** This **5% deduction towards** retention money will be the **second part of security deposit.**

उत्तर कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

एन सी एल
NCL

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Civil/Dudhichua Area

Digital India

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एक कदम स्वच्छता की ओर

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Phone: 05446-232204/07805-226920, (FAX) 05446 – 233614 email: gmdch.ncl@coalindia.in

4. You will have to deposit **Additional Performance Security** of **Rs. 6,60,429.02 (Rupees six lakh sixty thousand four hundred twenty nine and Paisa two Only**) as per clause no **20.2 of ITB**.

5. You are required to submit the following **within 28 days (Twenty Eight) days** from the date of receipt of this letter of acceptance for issuing formal work order and executing agreement for the work :

(i) **Rs. 1,27,999.06/- (Rupees One lakh twenty seven thousand nine hundred ninety nine and paisa six Only)** towards balance amount **of 6.25% Performance Security** in acceptable form as stipulated in the NIT/ Tender Document.
(ii) **Rs. 6,60,429.02 (Rupees six lakh sixty thousand four hundred twenty nine and Paisa two Only)** towards **Additional Performance Security** in acceptable form as stipulated in the NIT/Tender Document.
(iii) Income Tax PAN.
(iv) Copy of Proprietorship deed/Partnership deed, Power of Attorney etc.
(v) Copy of EPF/CMPF Registration or copy of undertaking for implementation of CMPF Act.
(vi) Authorization form for e payment duly filled in.
(vii) Non Judicial Stamp Paper for Rs. 500.00 of UP state.
(viii) Copy of the letter of Handing over site.
(ix) PAN based Vendor code, GSTIN number (MP/UP) and service Accounting Code (SAC) of subject work.
(x) A certificate from **practicing Chartered Accountant** having a valid membership number for complying of Anti-profiteering **clause u/s 171 as well as office memorandum F.No. 296/07/2017**-CX.9 dated 15th June 2017 issued by Department of Revenue, Ministry of Finance, GOI.

6. The work shall be **completed within 150 days from the date of commencement** of the work. The date of commencement shall be reckoned from 16.05.2018 (urgent monsoon work).

7. In case of failure to start the work within specified date of commencement of work,the company shall be at liberty by giving 15 days notice in writing to start the work, failing which to forfeit the earnest money deposited by you and to rescind the LOA. Additionally you will be debarred from participating in future tenders for period of 1 (one) year.

8.The work should be executed as per the BOQ, General Terms and conditions, Additional Terms &Conditions, Scope of work, Special Terms & Conditions, CPWD specifications, BIS standards, description of the items of the accepted tender document and instruction of EIC.

9. You shall not pay less than the minimum wages to the labours engaged by you as per minimum wages act or such other legislation or award of minimum wages fixed by the respective State Govt. or Central Govt. as may be in force.

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

एन सी एल
NCL

Northern Coalfields Limited
(AMiniratna Company)
(A subsidiary of Coal India Limited)

/CivilDudhichua Area

CIN- U10102MP1985GOI003160
An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company
पोस्ट-[kfM+;k] ftyk% lksuHknz¼m-iz-½, पिन 231222 / Post- Khadia, Dist.Sonebhadra
(UP) PIN-231222
Phone: 05446-232204/07805-226920, (FAX) 05446 – 233614 email: gmdch.ncl@coalindia.in

10. You should ensure implementation of CMPF and allied schemes and Miscellaneous Provision Act, 1948 or Employees Provident Fund and Miscellaneous Provisions Act,1952 as the case may be and allied scheme framed there under in respect of workers deployed by you and will have to recover statutory dues and deposit the same along with employer's contribution (Contractor's share) to the respective CMPF/EPF Office and to submit statutory return under intimation to the Principal Employer.

11. All taxes (Except GST) local, municipal, provincial or central etc and cess, royalties etc as payable shall be to the contractor's account and shall be deemed to have been included in the tendered rate for the work to be executed. Payment of GST shall be dealt as per prevalent GST Rules/Act.

12. The **GST calculated on the recommended** value works out to **Rs. 5,10,621.29 (Rupees five lakh ten thousand six hundred twenty one and Paisa twenty nine Only)** based on **18% of the quoted value.** However, the Final amount of the GST shall be worked out on the basis of Final value of the work done after the competent approval. The total liability of GST will remain with the contractor.GST will be reimbursed to the contractor on production of uploaded invoice/documentary evidence.

13. Invoice issued by service provider should bear GST Registration **Number 09AABCN4884HIZ4** to enable NCL to claim INPUT TAX CREDIT.

14. Service provider will raise invoice strictly adhere as per the provision of section 31 of CGST Act,2017 along with Rule 46 & 47 of CGST Rule,2017.Service provider will upload the detail of invoice in GST portal as per the provision of GST Act.

15. When there is any delay of payment against the invoice due to fault of service provider and if any reversal of input tax credit arises the same will be recovered from service provider along with interest and penalty if any, as paid by NCL due to reversal.

16. Service provider will indicate the rate as well as amount of CGST, SGST or IGST in invoice.

17. Service Provider should also give an undertaking on invoice or as separate annexure along with invoice that Invoice/applicable GST returns has been /will be uploaded in GST portal within due time as prescribed in CGST Act and has been deposited CGST,SGST or IGST as per provision of GST Act and rules thereon.

18. Service provider will file all the Returns and details as applicable under GST laws & rules within due dates.

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

एन सी एल
NCL

Northern Coalfields Limited
(AMiniratna Company)
(A subsidiary of Coal India Limited)

/CivilDudhichua Area

CIN- U10102MP1985GOI003160
An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company
पोस्ट-[kfM+;k] ftyk% lksuHknz¼m-iz-½, पिन 231222 / Post- Khadia, Dist.Sonebhadra (UP) PIN-231222
Phone: 05446-232204/07805-226920, (FAX) 05446 – 233614 email: gmdch.ncl@coalindia.in

19. Amount of Statutory levies like CGST,SGST or IGST will released when same will appear in GSTR 2A of NCL in common portal of GST and after submission of documentary evidence deposition of GST Taxes and filing of GST Returns.

20. In case the GST rating of vendor on the GST portal/Govt. official website is negative/black listed at any stage even after award of work, NCL has right to reject the letter of award.NCL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by NCL.

21. Service provider will issue credit note as per the provision of Rule 53 of CGST Rule, 2017 on quality deduction or liquidity damage, if any arises.

22.If service provider defaults in uploading the invoice/uploading the applicable GST returns/deposit of applicable GST Taxes, NCL reserves the right to upload such defaulter on NCL website and may also consider for giving holiday/debarring from participating in future tenders.

23. All the clauses of Safety Code of the Tender Document, as laid down in Additional Safety Measures to be taken by the contractor, are to be strictly followed.

24. Please **contact Project Eng. (Civil)I/C Mine, Dudhichua** for instruction regarding commencement of work.

25. Two copies of LOA are being sent to you through registered post. You are requested to return one copy of LOA duly signed by you, as a token of acceptance of this LOA.

Your's Faithfully

14/5/18

General Manager (Civil)/SO (C)
Dudhichua Area

Copy to:

1. CVO, Singrauli
2. GM, Dudhichua Area
3. GM(C),NCL HQ, Singrauli

} For kind information

NORTHERN COALFIELDS LIMITED
DUDHICHUA PROJECT

No. DCH/SO(Civil)/WO/F 910/2019-20/ 73 Dated:- 13/7/19

To,

M/s Sanjay Construction
Near Gayatri Mandir Road
Distt-Singrauli(MP),Pin-486889

Emai Id : sanjayconstruction277@gmail.com

Sub: Work order for the work **"Cutting and cleaning of kutcha drain, culvert, gabion work, Hume pipe work, OB filled gunny bags in toe of east section external OB dump along the railway track towards Khadia project at Dudhichua Project."**

Ref: 1) Tender Notice No. DCH/C/18-19/ETN-70 Dated 28.03.2019
2) LOA No. DCH/SO(Civil)/LOA/F 910/19-20/69 dated : 30.04.2019
3) GST No. 23ABLFS8418C1Z7 (MP) (4) PAN No. ABLFS8418C
5) A/c. No. 79101250000173 of Syndicate Bank, Singrauli.

Dear Sir,

With reference to the above, the subject work is awarded to you at a total value of **Rs. 33,78,485.14 (Rupees Thirty three lakh seventy eight thousand four hundred eighty five and Paise fourteen Only)** subject to the following stipulations:

1. All materials and equipments required for the work will be arranged by you.

2. Total security money for the subject work will be **Rs.3,37,848.51/- (Rupees Three lakhs thirty seven thousand eight hundred forty eight and paise fifty one only).** The earnest money deposited by you amounting to **Rs. 66,900.00/-**along with the tender vide ref. **UTR No. P19041227665610 issued by Axis Bank** and subsequent deposited of **FDR No.964666 dtd- 26.06.2019 Rs. 1,02,025.00** issued by **Syndicate Bank, Singrauli** towards initial Security money total of which amounts to **Rs.1,68,925.00/-** has been taken into first part of 5 % initial security deposit. All running on account bills shall be paid @ 95% of the work value and 5% deduction made from your bill will be retained as second part of the security deposit.

3. The work should be completed within **150 (one hundred fifty) days** from the date of commencement of the work. The date of commencement of the work shall be reckoned from 10th day of issue of letter of acceptance or from the actual date of handing over the site, whichever is later.

3(a) Additional performance security money deposited by you vide **FDR No.-964667 dt-26.06.2019 for Rs. 15,51,648.00 (Rupees Fifteen Lakhs fifty one thousand six hundred forty eight only)** issued from **Syndicate Bank, Singrauli** will be released after successful completion of work.

4. All taxes local, municipal, provincial or central etc. and cess, royalties etc. are payable or may become payable during the entire period of contract, shall be to be contractor's account and shall be deemed to have been included in the tendered rate for the work to be executed.

Contd.page-02.

M/s Sanjay Construction
Attorney

13/07/19
Staff Officer (Civil)
Dudhichua Area

5. The GST calculated on the recommended value works out to **Rs. 6,08,127.33** based on **@18%** of the quoted value, GST shall be payable as prevalent GST rules Act. However the final amount of the GST shall be worked out on the basis of final value of the work done after the competent approval. The total liability of GST will remain with the contractor. GST will be reimbursed to the contractor on production of uploaded invoice/documentary evidence.

6. The work should be executed strictly as per the BOQ, General Terms & Conditions, Additional Terms & Conditions, CPWD specifications, BIS standards, description of the items of the accepted tender document and instruction of EIC

7. You should ensure implementation of CMPF and miscellaneous Provisions Act,1948 and allied scheme framed there under in respect of workers deployed by you and will have to recover statutory dues and deposit the same along with the employer's contribution (Contractor's share) to the respective CMPF office and submit statutory returns under intimation to Principal Employer.

8. All the clauses of Safety code as laid down in Additional Safety measures of the tender document should be strictly followed.

9. Labour payment shall have to be made through "CLIP" portal.

10.Escalation clause is not applicable as per NIT.

Yours faithfully

13/07/19

Staff Officer (Civil)
Dudhichua Area

Staff Officer(Civil)
Dudhichua Area

Copy to:

1. CVO,NCL HQ,Singrauli
2. GM/ Dudhichua Area
3. GM(C)/HOD(Civil)/NCL HQ/Singrauli
4. PO/ Dudhichua
5. AFM,Dudhichua Area --- this is as **per Finance Diary. No FC/Reg.1/150/5 Dated 30.04.2019 for Rs. 39,86,612.47 under Monsoon Prep. Civil.**
6. SO(P),Dudhichua Area
7. Project Engineer(C)/ Mines,Dudhichua Area
8. The ALC,189-4/A, AlopiBagh, PO : Daraganj, Allahabad (UP)
9. **Sri R.C.Singh,SOE(Civil)/Mines/Dudhichua**

M/s Sanjay Construction

Attorney

(Signature of party)

(Witness)

M/s Maninderwal

123

NORTHERN COALFILDS LIMITED
DUDHICHUA PROJECT

DCH/SO(Civil)/WO/2019-20/70

Dated:- 19.06.19

M/s Sanjay Construction
Near Gayatri Mandir Road
Distt-Singrauli(MP),Pin-486889

Email Id : sanjayconstruction277@gmail.com

Sub: Work order for the work " **Making siltation pond between toe of external OB dump of east section and railway track towards khadia at Dudhichua Project.**"

Ref: 1) Tender Notice No. DCH/C/18-19/ETN-67 Dated 27.03.2019
2) LOA No. DCH/SO(Civil)/LOA/F 908/18-19/67 dated : 27.04.2019
3) GST No. 23ABLFS8418C1Z7 (MP) (4) PAN No. ABLFS8418C
5) A/c. No. 79101250000173 of Syndicate Bank, Singrauli.

Dear Sir,

With reference to the above, the subject work is awarded to you at a total value of **Rs. 15,33,008.40** (Rupees Fifteen lakh thirty three thousand eight and Paise forty Only) subject to the following stipulations:

1. All materials and equipments required for the work will be arranged by you.

2. Total security money for the subject work will be **Rs.1,53,300.84/- (Rupees One lakh fifty three thousand three hundred and paise eighty four only).** The earnest money deposited by you amounting to **Rs. 25,900.00/-**along with the tender vide ref. **UTR No. P19041227667775 issued by Axis Bank** and subsequent deposited of **FDR No.964657 dtd- 11.06.2019 Rs. 45,751.00** issued by **Syndicate Bank, Singrauli** towards initial Security money total of which amounts to **Rs.76,651.00/-** has been taken into first part of 5 % initial security deposit. All running on account bills shall be paid @ 95% of the work value and 5% deduction made from your bill will be retained as second part of the security deposit.

3. The work should be completed within **150 (one hundred fifty) days** from the date of commencement of the work. The date of commencement of the work shall be reckoned from 10th day of issue of letter of acceptance or from the actual date of having over the site.

4) Additional performance security money deposited by you vide FDR **No.-964655** dt-11.06.2019 for **Rs. 8,16,406.00 (Rupees Eight Lakh sixteen thousand four hundred six only)** issued from Syndicate Bank, Singrauli will be released after successful completion of work.

5. All taxes local, municipal, provincial or central etc. and cess, royalties etc. are payable or may become payable during the entire period of contract, shall be to be contractor's account and shall be deemed to have been included in the tendered rate for the work to be executed.

Contd.page-02.

M/s Sanjay Construction
Attorney

M/s Sanjay Construction
Partner

19/06/19
Staff Officer (Civil)
Dudhichua Area

Staff Officer (Civil)
Dudhichua Area

. The GST calculated on the recommended value works out to **Rs. 2,75,941.51** based on **@18%** f the quoted value, GST shall be payable as prevalent GST rules Act. However the final amount f the GST shall be worked out on the basis of final value of the work done after the competent pproval. The total liability of GST will remain with the contractor. GST will be reimbursed to the contractor n production of uploaded invoice/documentary evidence.

. The work should be executed strictly as per the BOQ, General Terms & Conditions, Additional Terms & :onditions, CPWD specifications, BIS standards, description of the items of the accepted tender document nd instruction of EIC

. You should ensure implementation of CMPF and miscellaneous Provisions Act,1948 and allied scheme ramed there under in respect of workers deployed by you and will have to recover statutory dues and leposit the same along with the employer's contribution (Contractor's share) to the respective CMPF ıffice and submit statutory returns under intimation to Principal Employer.

. All the clauses of Safety code as laid down in Additional Safety measures of the tender document should ıe strictly followed.

. Labour payment shall have to be made through "CLIP" portal.

.0.Escalation clause is not applicable as per NIT.

Yours faithfully

19/08/19

Staff Officer (Civil)
Dudhichua Area

Staff Officer (Civil)
Dudhichua Area

:opy to:

1. CVO,NCL HQ,Singrauli
2. GM/ Dudhichua Area
3. GM(C)/HOD(Civil)/NCL HQ/Singrauli
4. PO/ Dudhichua
5. AFM,Dudhichua Area --- this is as per Finance Diary. No FC/Reg.1/150/6 Dated27.04.2019 for Rs. 18,07,949.91under Monsoon Prep. Civil.
6. SO(P),Dudhichua Area
7. Project Engineer(C)/ Mines,Dudhichua Area
8. The ALC,189-4/A, AlopiBagh, PO : Daraganj, Allahabad (UP)
9. Sri S.N Singh, SOE (Civil)/Mines

Staff Officer (Civil)
Dudhichua Area

M/s Sanjay Construction

Attorney

(Signature of party)

M/s Sanjay Construction

Partner

(Witness)

Manindra Cond

नॉर्दनकोलफील्ड्सलिमिटेड
(एकमिनीरत्नकंपनी)
(भारतसरकारकाएकउपक्रमऔरकोलइंडियालिमिटेडकीएकसहायककंपनी)
महाप्रबंधककार्यालय, सिविलअभियांत्रिकीविभाग
पीओ: सिंगरौलीकोलियरी,
जिला – सिंगरौली, मध्यप्रदेश - 486889

Northern Coalfields Limited
(A Mini Ratna Company)
(A Govt. of India undertaking & Subsidiary of Coal India Limite
Office of the General Manager, Civil Engineering Department
PO: Singrauli Colliery,
Distt: Singrauli, MP- 486 889

No. GM(C)/SGR/LOA-90 /ETN-79/19-20/ 1998 Date: 18.02.2020

Registered Post

To,
M/s SUMAN ENGINEERING WORKS,
TYPE III Qtr. NO -9, JME,
Shaktinagar,
Dist: Sonebhadra (UP)-231222

PAN – AAIFM8198H
A/C No. – 414805010000256
UBI, Shaktinagar,
GSTIN No: 09AAIFM8198H1ZL (UP)

Sub: Letter of Acceptance for the work "Providing RCC retaining wall near toe of east section OB dump near the railway track of Dudhichua Project.".

Ref: Tender Notice No. : GM(C)/SGR/19-20/ETN-79 Dated: 02.12.2019 (Tender ID: 2019_NCL_157001_1)

Dear Sir,

With reference to the above, we are pleased to convey that your offer to undertake the subject work at a total value of **₹3,30,12,120.05** (Rupees Three Crore Thirty Lakh Twelve Thousand One Hundred Twenty and Paise Five only) and GST @18% amounting to ₹59,42,181.61, has been accepted subject to the following stipulations :

1. All the materials, equipment and manpower required for the work will be arranged by you.
2. You are required to submit the Registration / license under Contract Labour (R&A) Act, 1970 within 10 (Ten) days from the date of receipt of this Letter of Acceptance, if required.
3. The Performance Security (first part of security deposit) shall be 5% of the contract value amounting to ₹16,50,606/- (Rupees Sixteen Lakh Fifty Thousand Six Hundred Six only). The earnest money amounting to ₹3,17,700/- deposited by you along with the tender as per Online Payment Information vide, Bank Name: Axis Agreegator, Bank/UTR Number: 58058564, Ref/ PRN Number: 162322471619 has been taken as part of Performance Security.

   All running on account bills shall be paid @ 95% of work value. This 5% deduction towards retention money will be the second part of security deposit.

   The The Price Variation Clause shall not be applicable for the subject work.
4. You are required to submit the following within 28 (Twenty eight) days from the date of receipt of this letter of acceptance for issuing formal work order:
   - i. ₹13,32,906/- towards balance amount of 5% Performance Security in acceptable form.
   - ii. Copy of GST Registration Certificate& Service Accounting Code (SAC) of works/services..
   - iii. Copy of Income Tax PAN.
   - iv. Copy of Partnership Deed, Power of attorney etc.
   - v. Copy of CMPF/EPF Registration or Copy of Affidavit for implementation of CMPF Act.
   - vi. Authorisation form for e-Payment duly filled-in.
   - vii. PERT/BAR Chart showing percentage of periodical progress for completion of work.
   - viii. Non-Judicial Stamp Paper for ₹ 500.00 of MP State.
   - ix. Integrity Pact on Non Judicial Stamp Paper for ₹ 500.00 of MP State.
   - x. Copy of the letter of Handing over the site.
   - xi. A Certificate from practicing Chartered Accountant having a valid Membership Number for complying of Anti-Profiting Clause U/S 171 as well as Office Memorandum F. No. 296/07/2017-CX.9 dated 15.06.2017 issued by Department of Revenue, Ministry of Finance, GOI.

   If Security Money is deposited in the form of Bank Guarantee, it should be issued through Structural Financial Messaging System (SFMS) Platform as per the format given in the Tender Document.

Contd....P/2

5. The work shall be executed for and completed within 180 (One Hundred Eighty) days from the date of commencement of the work. The date of commencement of the work shall be reckoned from the 10th day of issue of this letter of acceptance or from the 7th day of actual date of handing over of the site whichever is later.

6. In case of failure to start the work within specified date of commencement of work as per Cl. no. 5 of the subject LOA, the company shall be at liberty by giving 15 day's notice in writing to start the work, failing which to forfeit the earnest money deposited by you and to rescind the LOA. Additionally you will be debarred from participating in future tenders for a minimum period of 1(one) year.

7. The work should be executed as per the BOQ, General Terms & Conditions, Additional Terms & Conditions, Scope of Work, Special Terms & Conditions, CPWD specifications, BIS Standards, description of the items of the accepted tender document and instructions of EIC.

8. You shall not pay less than the minimum wages to the laborers engaged by you as per Minimum Wages Act or such other legislation or award of minimum wages fixed by the respective State Govt. or Central Govt. as may be in force.

9. You should ensure implementation of CMPF and allied scheme and Miscellaneous Provision Act, 1948 or Employees Provident Fund and Miscellaneous Provisions Act, 1952 as the case may be and allied scheme framed thereunder in respect of workers deployed by you and will have to recover statutory dues and deposit the same along with employer's contribution (Contractor's share) to the respective CMPF/EPF Office and to submit statutory return under intimation to the Principal Employer.

10. All taxes (Excluding GST & GST Compensation Cess, if applicable), local, municipal, provincial or central etc. and other levies, royalty, building & construction workers cess (if applicable), etc. as payable shall be to the contractor's account and shall be deemed to have been included in the tendered rate for the work to be executed. Payment of GST & GST Compensation Cess shall be dealt as per NIT Provisions, GST Act & Rules, and other stipulations mentioned in this letter.

11. Regarding GST, the following may please be noted:

(i) GST will be reimbursed on production of uploaded invoice / documentary evidence. Amount of statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2A of NCL in the common portal of GST and after submission of documentary evidence of deposition of GST Taxes and filing of GST Returns.

(ii) You will have to pass on Input Tax Credit by way of enclosing original Tax input invoice with bill.

(iii) All invoices submitted by you will have to be in the form of GST invoice giving all details as required under the law. You will raise invoice strictly adhering to provisions of Section 31 under CGST Act 2017 along with Rule 46 & 47 of CGST Rule, 2017. You will indicate the rate as well as amount of CGST, SGST or IGST in invoice. You will upload the details of invoice on GST portal as per the provisions of GST Act. Invoice issued by you should bear GST Registration Number of NCL [23AABCN4884HEM1ZE (MP) & 09AABCN4884H1Z4 (UP)] to enable NCL to claim input tax credit.

(iv) You will file all the Returns and details as applicable under GST Laws & Rules within due dates.

(v) You will give an undertaking on invoice or as separate Annexure along with the invoice that the Invoice / applicable GST Returns has been / will be uploaded on GST Portal within due time as prescribed in CGST Act and CGST, SGST or IGST has been deposited as per the provisions of GST Act and rules thereof.

(vi) If there is any delay of payment against the Invoice due to your fault and if any reversal of input tax arises, the same will be recovered from you along with interest and penalty if any, as paid by NCL due to reversal.

(vii) In case the GST rating of vendor on the GST Portal / Government's official website is negative / black listed at any stage even after award of work, NCL has right to cancel the Letter of Award. NCL shall not be obliged or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with all penalties / interest, if any incurred by NCL.

(viii) You will issue credit note as per the provisions of Rule 53 of CGST Rule, 2017 on quality deduction or Liquidated Damages, if any arises.

(ix) If you default in uploading the invoice / applicable GST Returns or default in deposit of applicable GST Taxes, NCL reserves the right to upload such defaulter on NCL website and may also debar you from participating in future tenders for a minimum period of one year.

Contd....P/3

12. All the Clauses of Safety Code of the Tender Document, as laid down in Additional Safety Measures to be taken by the contractor, are to be strictly followed.

13. Please contact the Dy. GM(C)/Staff Officer(Civil), Dudhichua for instructions regarding commencement of the work.

Yours faithfully,

18/2/2020

General Manager (Civil)/HOD
NCL, Singrauli

Copy to:-

1. CVO, NCL, Singrauli
2. GM, Dudhichua
3. TS to Dir(Tech/P&P)/NCL
4. GM(Personnel) / GM(Finance) I/C, NCL, Singrauli
5. Dy. GM(Civil) / Staff Officer(Civil), Dudhichua
6. SO(P)/ Dudhichua
7. AFM/ Dudhichua – in ref. to BC vide Capital Head : MINES DEVELOPMENT ACTIVITIES, FC - FY 19-20 : REG. 1/261/2, Date : 13-Feb-20 for amount : ₹ 2,99,87,915.07
8. Chief Manager (Civil)/Tender Cell/HQ.
9. Incharge/QC, NCL, Singrauli
10. Regional Labour Commissioner (C), Bhoot Nath Ashram, Sarvodaya Nagar, Kanpur – 208005 (UP)
11. Asst. Labour Commissioner (C), 189/A-4, Alopibagh, PO – Daraganj, Allahabad (UP)
12. Labour Enforcement Officer (C), 189/A-4, Alopibagh, PO – Daraganj, Allahabad (UP)

Copy to IEMs:

1. Shri V. Venkatchalam, IAS (Retd) No. 92, Ram Nagar North Extn. 6th Main Road Velachery, Chennai-600042. Contact: 8939663600. Email ID: vvenkat1952@yahoo.co.in

2. Shri Narendra Kothari, CMD, NMDC (Retd.) 12-C, Madhuvan, Udaipur, Rajasthan-313001. Contact No: 7702856444. Email ID: nkothari55@gmail.com

NORTHERN COALFIELDS LIMITED
DUDHICHUA PROJECT

No. DCH/SO(Civil)/WO/F 895/2019-20/131

Date :-26.03.2020

Mail sent on 26/03/2020

To,
M/S Suryudaya Associates,
Ambedkar Nagar,Post-Shaktinagar
Distt- Sonebhadra (U.P.)

PAN – AUEPS0937N
A/C No. – 414801010034023
UBI, Shaktinagar
GSTIN No: 09 AUEPS0937N 1Z1 of UP
E-Mail- suryuday.associates@gmail.com
Mobile No.- 9451567769

Sub: Work Order for the work **"Raising of CHP and Workshop raw water collection pit pump house, making access for desilting of collection pit and sedimentation tank at Dudhichua Project."**

Ref: 1. Tender Notice No: DCH/C/19-20/ETN-41(RETENDER) Dated – 19.07.2019
(Tender ID: 2019_NCL__144955_1)
2. LOA No: DCH/SO(CIVIL)/F 895/LOA/2019-20/101 dated – 24.10.2019

Dear Sir,

With reference to the above, the subject work is awarded to you at a total value of **Rs.73,03,993.17** (Rupees Seventy three Lakhs three Thousand nine hundred ninety three and Paise seventeen only) (excluding GST) and GST amount **Rs. 13,14,718.77/-** with to the following stipulations:

1. All the materials, equipment, tools & plants and labour required for the work will be arranged by you. The company does not undertake any responsibility for supply of the same.

2. Total security money for the subject work will be **Rs. 7,30,400/- (Rupees Seven Lakhs Thirty thousand Four hundred only)**. The earnest money deposited by you amounting to **Rs.99,600/-**along with the tender vide ref. **UTR No. 53220037 issued by Axis Bank** and subsequent deposited of **TDR No.- 491515 (A/C 414803030394302 No. dtd- 19.02.2020 Rs.2,66,000/-** issued by **UBI, Shaktinagar,** towards initial Security money total of which amounts to **Rs. 3,65,600/-** has been taken into first part of 5% initial security deposit. All running on account bills shall be paid @ 95% of the work value and 5% deduction made from your bill will be retained as second part of the security deposit.

   All running on account bills shall be paid @ 95% of the work value. This 5% deduction towards Retention Money will be the second part of the security deposit.

   BG No. 41480IGL0001520, for Rs. 20,08,148.00/- Date 20.02.2020 issued by **UBI, Shaktinagar** has been taken against **Additional Performance Security** as per the LOA. .

3. The work shall be completed within **150 (One Hundred Fifty)** days from the date of commencement of the work. The date of commencement of the work shall be reckoned from the 10th day of issue of the letter of acceptance or from the 7th day of actual date of handing over of the site whichever is later.

Contd..Page/2

M/S SURYUDAYA ASSOCIATES Proprietor

26/03/2020
SDO(C)
Chief Office Dy (Civil)
Dudhichua Area

4. The work should be executed as per the BOQ, General Terms & Conditions, Additional Terms & Conditions, CPWD specifications, BIS Standards, description of the items of the accepted tender document and instructions of EIC.

5. You should ensure implementation of CMPF and Miscellaneous Provisions Act, 1952 and allied scheme framed thereunder in respect of workers deployed by you and will have to recover statutory dues and deposit the same along with employer's contribution (Contractor's Share) to the respective CMPF office and submit statutory returns under intimation to Principal Employer.

6. All taxes (except GST), local, municipal, provincial or central etc. and cess, royalties etc. as payable shall be to the contractor's account and shall be deemed to have been included in the tendered rate for the work to be executed.

7. Regarding GST, the following may please be noted:

(i) GST will be reimbursed on production of uploaded invoice / documentary evidence. Amount of statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2A of NCL in the common portal of GST and after submission of documentary evidence of deposition of GST Taxes and filing of GST Returns.

(ii) You will have to pass on Input Tax Credit by way of enclosing original Tax input invoice with bill.

(iii) You will be required to submit the certificate from practicing Chartered Accountant having a valid membership number for complying of Anti-Profiting Clause U/S 171 as well as office memorandum F No. 296/07/2017-CX.9 dated- 15.06.2017 issued by department of Revenue ,Ministry of finance, Government of India.

(iv) All invoices submitted by you will have to be in the form of GST invoice giving all details as required under the law. You will raise invoice strictly adhering to provisions of Section 31 under CGST Act 2017 along with Rule 46 & 47 of CGST Rule, 2017. You will indicate the rate as well as amount of CGST, SGST or IGST in invoice. You will upload the details of invoice on GST portal as per the provisions of GST Act. Invoice issued by you should bear GST Registration Number of NCL (23AABCN4884HEM1ZE for MP & 09AABCN4884H1Z4 for UP) to enable NCL to claim input tax credit.

(v) You will file all the Returns and details as applicable under GST Laws & Rules within due dates.

(vi) You will give an undertaking on invoice or as separate Annexure along with the invoice that the Invoice / applicable GST Returns has been / will be uploaded on GST Portal within due time as prescribed in CGST Act and CGST, SGST or IGST has been deposited as per the provisions of GST Act and rules thereof.

(vii) If there is any delay of payment against the Invoice due to your fault and if any reversal of input tax arises, the same will be recovered from you along with interest and penalty if any, as paid by NCL due to reversal.

Contd..Page/3

M/s SURYUDAYA ASSOCIATES Proprietor

26/03/2020

(Civil)

(viii) In case the GST rating of vendor on the GST Portal / Government's official website is negative / black listed at any stage even after award of work, NCL has right to cancel the Letter of Award. NCL shall not be obliged or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with all penalties / interest, if any incurred by NCL.

(ix) You will issue credit note as per the provisions of Rule 53 of CGST Rule, 2017 on quality deduction or Liquidated Damages, if any arises.

(x) You will be required to submit a Certificate from practicing Chartered Accountant having a valid Membership Number for complying of Anti-Profiting Clause U/S 171 as well as Office Memorandum F. No. 296/07/2017-CX.9 dated 15.06.2017 issued by Department of Revenue, Ministry of Finance, GOI.

(xi) If you default in uploading the invoice / applicable GST Returns or default in deposit of applicable GST Taxes, NCL reserves the right to upload such defaulter on NCL website and may also debar you from participating in future tenders for a minimum period of one year.

8. You shall not pay less than the minimum wages to the labourers engaged by you as per Minimum Wages Act or such other legislation or award of minimum wages fixed by the respective State Govt. or Central Govt. as may be in force.

9. You shall maintain all records as per the provisions made in various statutes including contract labour regulation and abolition act.

10. You are required to make timely payment of government dues which you are under legal obligation to pay to state government or any other legal authority every month.

11. You shall depute yourself/your agent/representative at the work site during the period of contract to receive instructions from the department. Intimation in this regard should be submitted to the department.

12. All the Clauses of Safety Code of the Tender Document as laid down in Additional Safety Measures to be taken by the contractor are to be strictly followed.

M/s. SURYUDAYA ASSOCIATES Proprietor

26/03/2020

Staff Officer (Civil)

Contd..Page/4

13. In addition to above, the award shall be guided by the standard General Terms & Conditions as per provision of MCEW and the NIT & tender document for the subject work as referred above, that shall be considered as integral part of this work order.

14. Please contact PE(Civil)/DCH for further instructions regarding the work.
15. This work order will form a part of the agreement

16. **The date of commencement and completion of the work will be reckoned as 25.11.2019 and 22.04.2020 (150 days) respectively for all future purpose.**

Yours faithfully,

26/03/2

Staff Officer(Civil)
Dudhichua Area

Staff Officer(Civil)
Dudhichua Area

Copy to:

1. CVO, Singrauli
2. GM, Dudhichua Area
3. GM(C)/HOD/NCL HQ Singrauli
4. Project officer/Dudhichua
5. I/C Quality control/HQ(Civil)- with a request to collect the samples as per norms from the site during execution of the work.
6. AFM, Dudhichua Area -- this is **per Finance Dry. No FC/Reg.1/241/3 Dated 23.10.2019** for **Rs.84,00,000/- Under Head- Special Activity 3.**
7. SO(P),Dudhichua Area
7. Project Engineer(Civil)/mines,Dudhichua Area.
8. Asst. Manager(C)/Mines
9. **The ALC**,189-4/A, AlopiBagh, PO : Daraganj, Allahabad (UP)

M/s. SURYUDAYA ASSOCIATES
Proprietor

NORTHERN COALFIELDS LIMITED
DUDHICHUA PROJECT

No. DCH/SO(Civil)/WO/F 989/2020-21/145 Date :- 17.07.2020

To,

M/S Associates Engineers and Builders,
Nawanagar PO- Nigahi
Dist- Singrauli (MP) (486884)

PAN – AEQPJ3198A
A/C No. – 11319645438
SBI, Amlohri (07938)
Email id- jain.balram1@gmail.com
Mobile No.- 9425178993
GSTIN No: 23 AEQPJ3198A 1ZL (MP)

Sub: Work Order for the work **"Cleaning of pucca drain, RCC box culverts in CHP premises and providing and laying hume pipes at different places in mines at Dudhichua Project."**

Ref: 1. Tender Notice No: DCH/C/19-20/ETN 48 Dated – 06.03.2020
(Tender ID: 2020_NCL_167770_1)

2. LOA No: DCH/SO(CIVIL)/F 989 /LOA/ETN-48/2020-21/133 Date:-14.04.2020

Dear Sir,

With reference to the above, the subject work is awarded to you at a total value of Rs. **81,02,179.11 (Rupees Eighty one lakhs two thousand one hundred seventy nine and Paise eleven Only)**) (excluding GST) and GST amount **Rs. 14,58,392.24/-** with to the following stipulations:

1. All the materials, equipment, tools & plants and labour required for the work will be arranged by you. The company does not undertake any responsibility for supply of the same.

2. Total security money for the subject work will be **Rs. 8,10,218/- (Rupees Eight lakhs ten thousand two hundred eighteen only)**. The earnest money deposited by you amounting to **Rs. 90,100.00/-** along with the tender vide ref. **UTR No. 62139159 issued by Axis Bank** and subsequent deposited of **TDR No.- 194541 (A/C No. 80036434689) dtd- 23.06.2020 Rs.3,15,009/-** issued by **Madhyanchal Gramin Bank, Navjeevan Vihar** towards initial Security money total of which amounts to **Rs. 4,05,109/-** has been taken into first part of 5% initial security deposit. All running on account bills shall be paid @ 95% of the work value and 5% deduction made from your bill will be retained as second part of the security deposit.

   All running on account bills shall be paid @ 95% of the work value. This 5% deduction towards Retention Money will be the second part of the security deposit.

   TDR No. 194542 (A/C No. 80036434656) dtd- 23.06.2020 Rs.5,95,348/- issued by **Madhyanchal Gramin Bank, Navjeevan Vihar** has been taken against **Additional Performance Security** as per the LOA. .

3. The work shall be completed within **180 (One hundred eighty)** days from the date of commencement of the work.

17/07/2020
Staff Officer (Civil)
Dudhichua Area

4. The work should be executed as per the BOQ, General Terms & Conditions, Additional Terms & Condition CPWD specifications, BIS Standards, description of the items of the accepted tender document an instructions of EIC.

5. You should ensure implementation of CMPF and Miscellaneous Provisions Act, 1952 and allied scheme framed thereunder in respect of workers deployed by you and will have to recover statutory dues and deposit the same along with employer's contribution (Contractor's Share) to the respective CMPF office and submit statutory returns under intimation to Principal Employer.

6. All taxes (except GST), local, municipal, provincial or central etc. and cess, royalties etc. as payable shall be to the contractor's account and shall be deemed to have been included in the tendered rate for the work to be executed.

7. Regarding GST, the following may please be noted:

(i) GST will be reimbursed on production of uploaded invoice / documentary evidence. Amount of statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2A of NCL in the common portal of GST and after submission of documentary evidence of deposition of GST Taxes and filing of GST Returns.

(ii) You will have to pass on Input Tax Credit by way of enclosing original Tax input invoice with bill.

(iii) You will be required to submit the certificate from practicing Chartered Accountant having a valid membership number for complying of Anti-Profiting Clause U/S 171 as well as office memorandum F No. 296/07/2017-CX.9 dated- 15.06.2017 issued by department of Revenue ,Ministry of finance, Government of India.

(iv) All invoices submitted by you will have to be in the form of GST invoice giving all details as required under the law. You will raise invoice strictly adhering to provisions of Section 31 under CGST Act 2017 along with Rule 46 & 47 of CGST Rule, 2017. You will indicate the rate as well as amount of CGST, SGST or IGST in invoice. You will upload the details of invoice on GST portal as per the provisions of GST Act. Invoice issued by you should bear GST Registration Number of NCL (23AABCN4884HEM1ZE for MP & 09AABCN4884H1Z4 for UP) to enable NCL to claim input tax credit.

(v) You will file all the Returns and details as applicable under GST Laws & Rules within due dates.

(vi) You will give an undertaking on invoice or as separate Annexure along with the invoice that the Invoice / applicable GST Returns has been / will be uploaded on GST Portal within due time as prescribed in CGST Act and CGST, SGST or IGST has been deposited as per the provisions of GST Act and rules thereof.

(vii) If there is any delay of payment against the Invoice due to your fault and if any reversal of input tax arises, the same will be recovered from you along with interest and penalty if any, as paid by NCL due to reversal.

(viii) In case the GST rating of vendor on the GST Portal / Government's official website is negative / black listed at any stage even after award of work, NCL has right to cancel the Letter of Award. NCL shall not

17/07/2020

Staff Officer (Civil)
Dudhichua Area

be obliged or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with all penalties / interest, if any incurred by NCL.

(ix) You will issue credit note as per the provisions of Rule 53 of CGST Rule, 2017 on quality deduction or Liquidated Damages, if any arises.

(x) You will be required to submit a Certificate from practicing Chartered Accountant having a valid Membership Number for complying of Anti-Profiting Clause U/S 171 as well as Office Memorandum F. No. 296/07/2017-CX.9 dated 15.06.2017 issued by Department of Revenue, Ministry of Finance, GOI.

(xi) If you default in uploading the invoice / applicable GST Returns or default in deposit of applicable GST Taxes, NCL reserves the right to upload such defaulter on NCL website and may also debar you from participating in future tenders for a minimum period of one year.

8. You shall not pay less than the minimum wages to the labourers engaged by you as per Minimum Wages Act or such other legislation or award of minimum wages fixed by the respective State Govt. or Central Govt. as may be in force.

9. You shall maintain all records as per the provisions made in various statutes including contract labour regulation and abolition act.

10. You are required to make timely payment of government dues which you are under legal obligation to pay to state government or any other legal authority every month.

11. You shall depute yourself/your agent/representative at the work site during the period of contract to receive instructions from the department. Intimation in this regard should be submitted to the department.

12. All the Clauses of Safety Code of the Tender Document as laid down in Additional Safety Measures to be taken by the contractor are to be strictly followed.

13. In addition to above, the award shall be guided by the standard General Terms & Conditions as per provision of MCEW and the NIT & tender document for the subject work as referred above, that shall be considered as integral part of this work order.

14. Please contact PE(Civil)/DCH/Mines for further instructions regarding the work.

15. This work order will form a part of the agreement.

07/2020

Staff Officer (Civil)
Dudhichua Area

16. **The date of commencement and completion of the work will be reckoned as 23.04.2020 and 19.10.2020 (180 days) respectively for all future purpose.**

Yours faithfully,

17/07/2020

Staff Officer (Civil)
Dudhichua Area

Staff Officer(Civil)
Dudhichua Area

Copy to:

1. CVO,Singrauli
2. GM,Dudhichua Area
3. GM(C)/HOD/NCL HQSingrauli
4. Project Officer/Dudhichua Area
5. Incharge Quality Control/HQ (Civil)- with a request to collect the samples as per norms from the site during execution of the work.
6. AFM,Dudhichua Area in ref to BC/FC vide **Finance Diary. No. REG 1/150/8 Dated 14.04.2020 for Rs. 95,60,571.35/- Under Head- Monsoon Preparation (Civil).**
7. SO(P),Dudhichua Area : For implementation of various rules of minimum Wages and Contribution towards CMPF/EPF & statutory provision.
8. PE(Civil)/Mines/Dudhichua.
9. Asst. Manager (Civil)/Tender Cell/Dudhichua
10. Asst. Manager(Civil)/Mines
11. Regional Labour Commissioner(C), Bhoot Nath Ashram, Sarvodaya Nagar, Kanpur-208005(UP)
12. Assistant Labour Commissioner(C),189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP)
13. Labour Enforcing Officer (C), 189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP)

NORTHERN COALFIELDS LIMITED
DUDHICHUA PROJECT

No. DCH/SO(Civil)/WO/F 982/ETN-39/2020-21/ 158 Date :- 04/11/2020

To,
M/S G.L. Engineering Works,
Ambedkar Nagar Khadia ,
Distt- Sonebhadra (U.P.)

PAN – AAJFG3992Q
A/C No. – 50063798106
Allahabad Bank, Shaktinagar (ALLA02110888)
E-Mail - glew.sktn@gmail.com
Mobile No.- 8004128820
GSTIN No: 09 AAJFG3992Q2ZE (U.P.)

Sub: Work Order for the work **"Cleaning kutcha drain, culvert, gabion work and PVC sand bags near toe of external OB dump along railway track towards Khadia Project at Dudhichua Area.."**

Ref: 1. Tender Notice No: DCH/C/19-20/ETN 39 Dated – 17.02.2020

(Tender ID: 2020_NCL__165716_1)

2. LOA No: DCH/SO(CIVIL)/F 982/LOA/ETN-39/2019-20/128 dated – 27.03.2020

Dear Sir,

With reference to the above, the subject work is awarded to you at a total value of Rs.**20,69,907.71/-** (Rupees Twenty Lakhs sixty nine Thousand nine hundred seven and Paise seventy one only) (excluding GST) and GST amount **Rs. 3,72,583.39/-** , total value Rs. **24,42,491.10**/- (Twenty four lakhs forty two thousand four hundred ninety one only) including GST) with to the following stipulations:

1. All the materials, equipment, tools & plants and labour required for the work will be arranged by you. The company does not undertake any responsibility for supply of the same.

2. Total security money for the subject work will be **Rs. 2,44,250/- (Rupees Two lakhs forty four thousand two hundred fifty only)**. The earnest money deposited by you amounting to **Rs.30,700/-**along with the tender vide **e-ref. 170612500259** and **UTR No. 61416854 issued by Axis Bank** and subsequent deposited of **TDR No.- 236466 dtd- 31.10.2020 Rs.73,000.00/-** issued by **Allahabad Bank, Shaktinagar** towards initial Security money total of which amounts to **Rs. 1,03,700.00/-** has been taken into first part of 5% initial security deposit. All running on account bills shall be paid @ 95% of the work value and 5% deduction made from your bill will be retained as second part of the security deposit.

   All running on account bills shall be paid @ 95% of the work value. This 5% deduction towards Retention Money will be the second part of the security deposit.

   TDR No. 236465, for Rs. 1,56,000.00/-, Issue date: 31.10.2020 issued by **Allahabad Bank, Shaktinagar** has been taken against Additional Performance Security as per the LOA. .

3. The work shall be completed within **180 (One hundred Eighty)** days from the date of commencement of the work.

4. The work should be executed as per the BOQ, General Terms & Conditions, Additional Terms & Conditions, CPWD specifications, BIS Standards, description of the items of the accepted tender document and instructions of EIC.

04/11/2020
Staff Officer (Civil)
Dudhichua Area

5 You should ensure implementation of CMPF and Miscellaneous Provisions Act, 1952 and allied scheme framed thereunder in respect of workers deployed by you and will have to recover statutory dues and deposit the same along with employer's contribution (Contractor's Share) to the respective CMPF office and submit statutory returns under intimation to Principal Employer.

6 All taxes (except GST), local, municipal, provincial or central etc. and cess, royalties etc. as payable shall be to the contractor's account and shall be deemed to have been included in the tendered rate for the work to be executed.

7 Regarding GST, the following may please be noted:

(i) GST will be reimbursed on production of uploaded invoice / documentary evidence. Amount of statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2A of NCL in the common portal of GST and after submission of documentary evidence of deposition of GST Taxes and filing of GST Returns.

(ii) You will have to pass on Input Tax Credit by way of enclosing original Tax input invoice with bill.

(iii) You will be required to submit the certificate from practicing Chartered Accountant having a valid membership number for complying of Anti-Profiting Clause U/S 171 as well as office memorandum F No. 296/07/2017-CX.9 dated- 15.06.2017 issued by department of Revenue ,Ministry of finance, Government of India.

(iv) All invoices submitted by you will have to be in the form of GST invoice giving all details as required under the law. You will raise invoice strictly adhering to provisions of Section 31 under CGST Act 2017 along with Rule 46 & 47 of CGST Rule, 2017. You will indicate the rate as well as amount of CGST, SGST or IGST in invoice. You will upload the details of invoice on GST portal as per the provisions of GST Act. Invoice issued by you should bear GST Registration Number of NCL (23AABCN4884H1ZE for MP & 09AABCN4884H1Z4 for UP) to enable NCL to claim input tax credit.

(v) You will file all the Returns and details as applicable under GST Laws & Rules within due dates.

(vi) You will give an undertaking on invoice or as separate Annexure along with the invoice that the invoice / applicable GST Returns has been / will be uploaded on GST Portal within due time as prescribed in CGST Act and CGST, SGST or IGST has been deposited as per the provisions of GST Act and rules thereof.

- If there is any delay of payment against the invoice due to your fault and if any reversal of input tax arises, the same will be recovered from you along with interest and penalty if any, as paid by NCL due to reversal.

(viii) In case the GST rating of vendor on the GST Portal / Government's official website is negative / black listed at any stage even after award of work, NCL has right to cancel the Letter of Award. NCL shall not be obliged or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with all penalties / interest, if any incurred by NCL.

(ix) You will issue credit note as per the provisions of Rule 53 of CGST Rule, 2017 on quality deduction or Liquidated Damages, if any arises.

(x) You will be required to submit a Certificate from practicing Chartered Accountant having a valid Membership Number for complying of Anti-Profiting Clause U/S 171 as well as Office Memorandum F. No. 296/07/2017-CX.9 dated 15.06.2017 issued by Department of Revenue, Ministry of Finance, GOI.

(xi) If you default in uploading the invoice / applicable GST Returns or default in deposit of applicable GST Taxes, NCL reserves the right to upload such defaulter on NCL website and may also debar you from participating in future tenders for a minimum period of one year.

8. You shall not pay less than the minimum wages to the labourers engaged by you as per Minimum Wages Act or such other legislation or award of minimum wages fixed by the respective State Govt. or Central Govt. as may be in force.

9 You shall maintain all records as per the provisions made in various statutes including contract labour regulation and abolition act.

Contract Officer (Civil)
Area

10. You are required to make timely payment of government dues which you are under legal obligation to pay to state government or any other legal authority every month.

11. You shall depute yourself/your agent/representative at the work site during the period of contract to receive instructions from the department. Intimation in this regard should be submitted to the department.

12. All the Clauses of Safety Code of the Tender Document as laid down in Additional Safety Measures to be taken by the contractor are to be strictly followed.

13. In addition to above, the award shall be guided by the standard General Terms & Conditions as per provision of MCEW and the NIT & tender document for the subject work as referred above, that shall be considered as integral part of this work order..

14. Please contact PE(Civil)/DCH for further instructions regarding the work.

15. This work order will form a part of the agreement

16. **The date of commencement and completion of the work will be reckoned as 23.04.2020 and 19.10.2020 (180 days) respectively for all future purpose.**

Yours faithfully,

Staff Officer(Civil)
Dudhichua Area

Staff Officer (Civil)
Dudhichua Area

Copy to:

1. CVO/NCL HQ/Singrauli
2. GM, Dudhichua Area
3. GM(C)/HOD/NCL HQ Singrauli
4. I/C Quality control/HQ(Civil)- with a request to collect the samples as per norms from the site during execution of the work.
5. AFM, Dudhichua Area -- this is **per Finance Diary. No.- REG 1/150/3 Dated 25.03.2020 for Rs.24,42,491.10/- Under Head- Monsoon Preparation (Civil).**
6. SO(P),Dudhichua Area
8. Project Engineer (Civil)/Mines ,Dudhichua Area.
9. Asst. Manager(C)/Mines
10. Regional Labour Commissioner(C), Bhoot Nath Ashram, Sarvodaya Nagar, Kanpur-208005(UP)
11. Assistant Labour Commissioner(C),189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP)
12. Labour Enforcing Officer (C), 189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP)

NORTHERN COALFIELDS LIMITED
DUDHICHUA PROJECT

No. DCH/SO(Civil)/WO/F 987/2020-21/151 Date :-07.08.2020

To,

M/s Kanha Construction,
Chilkatand Basti,Shaktinagar
Dist. – Sonebhadra(UP)

PAN – AKHPM0720C
A/C No. – 10654761070
SBI,Shaktinagar
Email id- roshan231222@gmail.com
Mobile No. - 9451621625
GSTIN No.- 09AKHPM0720C 1ZM (UP)
V. Code - 105792

Sub: Work Order for the work **"Making/Cleaning siltation pond between toe of external OB dump of east section and railway track towards Khadia at Dudhichua Project."**

Ref: 1. Tender Notice No: DCH/C/20-21/ETN 46(retender) Dated – 30.05.2020
(Tender ID: 2020_NCL_173399_1)

2. LOA No: DCH/SO(CIVIL)/F 987/LOA/ETN-46(retender)//20-21/138 Date:-20.06.2020

Dear Sir,

With reference to the above, the subject work is awarded to you at a total value of **Rs. 9,81,239.27 (Rupees Nine lakhs eighty one thousand two hundred thirty nine and Paise twenty seven Only)** (excluding GST) and GST amount **Rs. 1,76,623.07/-** with to the following stipulations:

1. All the materials, equipment, tools & plants and labour required for the work will be arranged by you. The company does not undertake any responsibility for supply of the same.

2. Total security money for the subject work will be **Rs. 98,124/- (Rupees Ninety eight thousand one hundred twenty four only)**. The earnest money deposited by you amounting to **Rs. 21,900.00/-** along with the tender vide ref. **UTR Number : 64334468 issued by Axis Bank** and subsequent deposited of **TDR A/C No. - 39519540484 dtd- 22.07.2020 Rs.27,200.00/-** issued by **SBI, Shaktinagar** towards initial Security money total of which amounts to **Rs. 49,100/-** has been taken into first part of 5% initial security deposit. All running on account bills shall be paid @ 95% of the work value and 5% deduction made from your bill will be retained as second part of the security deposit.

   All running on account bills shall be paid @ 95% of the work value. This 5% deduction towards Retention Money will be the second part of the security deposit.

   TDR A/C No. 39519546328 dtd- 22.07.2020 Rs.6,33,300.00/- issued by SBI, Shaktinagar has been taken against Additional Performance Security as per the LOA. .

3. The work shall be completed within **120 (One hundred Twenty)** days from the date of commencement of the work.

4. The work should be executed as per the BOQ, General Terms & Conditions, Additional Terms & Conditions, CPWD specifications, BIS Standards, description of the items of the accepted tender document and instructions of EIC.
5. You should ensure implementation of CMPF and Miscellaneous Provisions Act, 1952 and allied scheme framed thereunder in respect of workers deployed by you and will have to recover statutory dues and

7/08/2020
Staff Officer (Civil)
Dudhichua Area

deposit the same along with employer's contribution (Contractor's Share) to the respective CMPF office and submit statutory returns under intimation to Principal Employer.

6. All taxes (except GST), local, municipal, provincial or central etc. and cess, royalties etc. as payable shall be to the contractor's account and shall be deemed to have been included in the tendered rate for the work to be executed.
7. Regarding GST, the following may please be noted:

(i) GST will be reimbursed on production of uploaded invoice / documentary evidence. Amount of statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2A of NCL in the common portal of GST and after submission of documentary evidence of deposition of GST Taxes and filing of GST Returns.

(ii) You will have to pass on Input Tax Credit by way of enclosing original Tax input invoice with bill.

(iii) You will be required to submit the certificate from practicing Chartered Accountant having a valid membership number for complying of Anti-Profiting Clause U/S 171 as well as office memorandum F No. 296/07/2017-CX.9 dated- 15.06.2017 issued by department of Revenue ,Ministry of finance, Government of India.

(iv) All invoices submitted by you will have to be in the form of GST invoice giving all details as required under the law. You will raise invoice strictly adhering to provisions of Section 31 under CGST Act 2017 along with Rule 46 & 47 of CGST Rule, 2017. You will indicate the rate as well as amount of CGST, SGST or IGST in invoice. You will upload the details of invoice on GST portal as per the provisions of GST Act. Invoice issued by you should bear GST Registration Number of NCL (23AABCN4884H1ZE for MP & 09AABCN4884H1Z4 for UP) to enable NCL to claim input tax credit.

(v) You will file all the Returns and details as applicable under GST Laws & Rules within due dates.

(vi) You will give an undertaking on invoice or as separate Annexure along with the invoice that the Invoice / applicable GST Returns has been / will be uploaded on GST Portal within due time as prescribed in CGST Act and CGST, SGST or IGST has been deposited as per the provisions of GST Act and rules thereof.

(vii) If there is any delay of payment against the Invoice due to your fault and if any reversal of input tax arises, the same will be recovered from you along with interest and penalty if any, as paid by NCL due to reversal.

(viii) In case the GST rating of vendor on the GST Portal / Government's official website is negative / black listed at any stage even after award of work, NCL has right to cancel the Letter of Award. NCL shall not be obliged or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with all penalties / interest, if any incurred by NCL.

(ix) You will issue credit note as per the provisions of Rule 53 of CGST Rule, 2017 on quality deduction or Liquidated Damages, if any arises.

(x) You will be required to submit a Certificate from practicing Chartered Accountant having a valid Membership Number for complying of Anti-Profiting Clause U/S 171 as well as Office Memorandum F. No. 296/07/2017-CX.9 dated 15.06.2017 issued by Department of Revenue, Ministry of Finance, GOI.

(xi) If you default in uploading the invoice / applicable GST Returns or default in deposit of applicable GST Taxes, NCL reserves the right to upload such defaulter on NCL website and may also debar you from participating in future tenders for a minimum period of one year.

8. You shall not pay less than the minimum wages to the labourers engaged by you as per Minimum Wages Act or such other legislation or award of minimum wages fixed by the respective State Govt. or Central Govt. as may be in force.

9. You shall maintain all records as per the provisions made in various statutes including contract labour regulation and abolition act.

07/08/2020

Staff Officer (Civil)
Dudhichua Area

10. You are required to make timely payment of government dues which you are under legal obligation to pay to state government or any other legal authority every month.

11. You shall depute yourself/your agent/representative at the work site during the period of contract to receive instructions from the department. Intimation in this regard should be submitted to the department.

12. All the Clauses of Safety Code of the Tender Document as laid down in Additional Safety Measures to be taken by the contractor are to be strictly followed.

13. In addition to above, the award shall be guided by the standard General Terms & Conditions as per provision of MCEW and the NIT & tender document for the subject work as referred above, that shall be considered as integral part of this work order.

14. Please contact PE(Civil)/DCH/Mines for further instructions regarding the work.

15. This work order will form a part of the agreement.

16. **The date of commencement and completion of the work will be reckoned as 21.06.2020 and 19.10.2020 (120 days) respectively for all future purpose.**

Yours faithfully,

07/08/2020

Staff Officer (Civil)
Dudhichua Area

Copy to:

1. CVO,Singrauli
2. GM,Dudhichua Area
3. GM(C)/HOD/NCL HQSingrauli
4. Project Officer/Dudhichua Area
5. Incharge Quality Control/HQ (Civil)- with a request to collect the samples as per norms from the site during execution of the work.
6. AFM,Dudhichua Area in ref to BC/FC vide **Finance Diary. No. REG 1/150/10 Dated 19.06.2020 for Rs. 11,57,862.34/- Under Head- Monsoon Preparation (Civil).**
7. SO(P),Dudhichua Area : For implementation of various rules of minimum Wages and Contribution towards CMPF/EPF & statutory provision.
8. PE(Civil)/Mines/Dudhichua.
9. Asst. Manager (Civil)/Tender Cell/Dudhichua
10. Asst. Manager(Civil)/Mines
11. Regional Labour Commissioner(C), Bhoot Nath Ashram, Sarvodaya Nagar, Kanpur-208005(UP)
12. Assistant Labour Commissioner(C),189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP)
13. Labour Enforcing Officer (C), 189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP)

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NORTHERN COALFIELDS LIMITED
DUDHICHUA PROJECT

Date :- 06.08.2020

No. DCH/SO(Civil)/WO/F 988/2020-21/149

To,

M/S S.C. Enterprises,
Awakash Nagar Chopan
Dist- Sonebhadra (UP) (231222)

PAN – AIWPR0043E
A/C No. – 0449102000001588
IDBI, Waidhan
E-Mail id - sudhir0318@rediffmail.com
Mobile No.- 9926373524
GSTIN No. : 23 AIWPR0043E 3ZA (MP)
Vendor Code- 104483

Sub: Work Order for the work **"Cleaning of slush/silt in and around wharf wall area during monsoon at Dudhichua Project."**

Ref: 1. Tender Notice No: DCH/C/19-20/ETN 47 Dated – 17.02.2020
(Tender ID: 2020_NCL_165781_1)
2. LOA No: DCH/SO(CIVIL)/F 988/LOA/ETN -47/2020-21/132 dated – 14.04.2020

Dear Sir,

With reference to the above, the subject work is awarded to you at a total value of Rs. **10,04,374.42/-(Rupees Ten lakhs four thousand three hundred seventy four and Paise forty two Only)** and GST amount **Rs. 1,80,787.40/-** with the following stipulations:

1. All the materials, equipment, tools & plants and labour required for the work will be arranged by you. The company does not undertake any responsibility for supply of the same.

2. Total security money for the subject work will be **Rs. 1,00,438/- (Rupees One lakh four hundred thirty eight only)**. The earnest money deposited by you amounting to **Rs. 15,000.00/-** along with the tender vide ref. **UTR No. 61453522 issued by Axis Bank** and subsequent deposited of **A/c No.- 920040044547674 dtd- 07.07.2020 Rs. 35,219.00/-** issued by **Axis Bank, Waidhan,** towards initial Security money total of which amounts to **Rs. 50,219/-** has been taken into first part of 5% initial security deposit. All running on account bills shall be paid @ 95% of the work value and 5% deduction made from your bill will be retained as second part of the security deposit.

   All running on account bills shall be paid @ 95% of the work value. This 5% deduction towards Retention Money will be the second part of the security deposit.

   A/c No.- 920040044545801 , Rs. 1,06,883.00/- Date 07.07.2020 issued by **Axis Bank, Waidhan** has been taken against **Additional Performance Security** as per the LOA. .

3. The work shall be completed within **180 (One hundred Eighty)** days from the date of commencement of the work.

4. The work should be executed as per the BOQ, General Terms & Conditions, Additional Terms & Conditions, CPWD specifications, BIS Standards, description of the items of the accepted tender document and instructions of EIC.

5. You should ensure implementation of CMPF and Miscellaneous Provisions Act, 1952 and allied scheme framed thereunder in respect of workers deployed by you and will have to recover statutory dues and deposit the same along with employer's contribution (Contractor's Share) to the respective CMPF office and submit statutory returns under intimation to Principal Employer.

Staff Officer (Civil)
Dudhichua Area

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6. All taxes (except GST), local, municipal, provincial or central etc. and cess, royalties etc. as payable shall be to the contractor's account and shall be deemed to have been included in the tendered rate for the work to be executed.

7. Regarding GST, the following may please be noted:

(i) GST will be reimbursed on production of uploaded invoice / documentary evidence. Amount of statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2A of NCL in the common portal of GST and after submission of documentary evidence of deposition of GST Taxes and filing of GST Returns.

(ii) You will have to pass on Input Tax Credit by way of enclosing original Tax input invoice with bill.

(iii) You will be required to submit the certificate from practicing Chartered Accountant having a valid membership number for complying of Anti-Profiting Clause U/S 171 as well as office memorandum F No. 296/07/2017-CX.9 dated- 15.06.2017 issued by department of Revenue ,Ministry of finance, Government of India.

(iv) All invoices submitted by you will have to be in the form of GST invoice giving all details as required under the law. You will raise invoice strictly adhering to provisions of Section 31 under CGST Act 2017 along with Rule 46 & 47 of CGST Rule, 2017. You will indicate the rate as well as amount of CGST, SGST or IGST in invoice. You will upload the details of invoice on GST portal as per the provisions of GST Act. Invoice issued by you should bear GST Registration Number of NCL (23AABCN4884H1ZE for MP & 09AABCN4884H1Z4 for UP) to enable NCL to claim input tax credit.

(v) You will file all the Returns and details as applicable under GST Laws & Rules within due dates.

(vi) You will give an undertaking on invoice or as separate Annexure along with the invoice that the Invoice / applicable GST Returns has been / will be uploaded on GST Portal within due time as prescribed in CGST Act and CGST, SGST or IGST has been deposited as per the provisions of GST Act and rules thereof.

(vii) If there is any delay of payment against the Invoice due to your fault and if any reversal of input tax arises, the same will be recovered from you along with interest and penalty if any, as paid by NCL due to reversal.

(viii) In case the GST rating of vendor on the GST Portal / Government's official website is negative / black listed at any stage even after award of work, NCL has right to cancel the Letter of Award. NCL shall not be obliged or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with all penalties / interest, if any incurred by NCL.

(ix) You will issue credit note as per the provisions of Rule 53 of CGST Rule, 2017 on quality deduction or Liquidated Damages, if any arises.

(x) You will be required to submit a Certificate from practicing Chartered Accountant having a valid Membership Number for complying of Anti-Profiting Clause U/S 171 as well as Office Memorandum F. No. 296/07/2017-CX.9 dated 15.06.2017 issued by Department of Revenue, Ministry of Finance, GOI.

(xi) If you default in uploading the invoice / applicable GST Returns or default in deposit of applicable GST Taxes, NCL reserves the right to upload such defaulter on NCL website and may also debar you from participating in future tenders for a minimum period of one year.

Staff Officer (Civil)
Dudhichua Area

8. You shall not pay less than the minimum wages to the labourers engaged by you as per Minimum Wages Act or such other legislation or award of minimum wages fixed by the respective State Govt. or Central Govt. as may be in force.

9. You shall maintain all records as per the provisions made in various statutes including contract labour regulation and abolition act.

10. You are required to make timely payment of government dues which you are under legal obligation to pay to state government or any other legal authority every month.

11. You shall depute yourself/your agent/representative at the work site during the period of contract to receive instructions from the department. Intimation in this regard should be submitted to the department.

12. All the Clauses of Safety Code of the Tender Document as laid down in Additional Safety Measures to be taken by the contractor are to be strictly followed.

13. In addition to above, the award shall be guided by the standard General Terms & Conditions as per provision of MCEW and the NIT & tender document for the subject work as referred above, that shall be considered as integral part of this work order..

14. Please contact PE(Civil)/DCH for further instructions regarding the work.

15. This work order will form a part of the agreement

16. **The date of commencement and completion of the work will be reckoned as 23.04.2020 and 19.10.2020 (180 days) respectively for all future purpose.**

Yours faithfully,

06/08/2020

Staff Officer(Civil)
Dudhichua Area

Staff Officer (Civil)
Dudhichua Area

Copy to:

1. CVO,Singrauli
2. GM,Dudhichua Area
3. GM(C)/HOD/NCL HQSingrauli
4. Project Officer/Dudhichua Area
5. Incharge Quality Control/HQ (Civil)- with a request to collect the samples as per norms from the site during execution of the work.
6. AFM,Dudhichua Area --- in ref to BC vide **Finance Diary. No. REG 1/150/107 Dated 14.04.2020 for Rs. 11,85,161.82/- Under Head- Monsoon Preparation (Civil).**
7. SO(P),Dudhichua Area : For implementation of various rules of minimum Wages and Contribution towards CMPF/EPF & statutory provision
8. PE(Civil)/Mines/Dudhichua.
9. Asst. Manager (Civil)/Tender Cell/Dudhichua
10. Asst. Manager(Civil)/Mines
11. Regional Labour Commissioner(C), Bhoot Nath Ashram, Sarvodaya Nagar, Kanpur-208005(UP)
12. Assistant Labour Commissioner(C),189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP)
13. Labour Enforcing Officer (C), 189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP)

NORTHERN COALFIELDS LIMITED
DUDHICHUA PROJECT

No. DCH/SO(Civil)/WO/F 993/2020-21/152

Date :- 21.08.2020

To,

M/S Singrauli Stone Crusher,
Vill- Jhara PO- Sarai
Dist- Singrauli (MP) (486886)

PAN - BDQPC1138M
A/C No. - 37510200000340
Bank of Baroda, Waidhan (3751)
E-Mail id - singraulistonecrusher@gmail.com
Mobile No - 9826211455
GSTIN No. 23 BDQPC1138M2ZJ (MP)
Vendor Code- 105079

Sub: Work Order for the work **"Cleaning of siltation pond (near west section office), cleaning of drain and road side berm from west section to crusher no.3 and protection work to arrest over flow of silt from OB dump during monsoon period at Dudhichua Project."**

Ref: 1. Tender Notice No: DCH/C/19-20/ETN 42 (Retender) Dated – 18.04.2020

(Tender ID: 2020_NCL_170153_1)

2. LOA No: DCH/SO(CIVIL)/F 993/LOA/ETN -42/2020-21/136 dated – 22.05.2020

Dear Sir,

With reference to the above, the subject work is awarded to you at a total value of Rs. 30,02,329.67/- (Rupees **Thirty Lakhs two thousand three hundred twenty nine and Paise sixty seven Only**) and GST amount Rs. **5,40,419.34/-** with the following stipulations:

1. All the materials, equipment, tools & plants and labour required for the work will be arranged by you. The company does not undertake any responsibility for supply of the same.

2. Total security money for the subject work will be Rs. 3,00,233/- (Rupees Three lakhs two hundred thirty **three only)**. The earnest money deposited by you amounting to Rs. 57,800.00/- along with the tender vide ref. **UTR No. 62933753 issued by Axis Bank** and subsequent deposited of TDR No.- 650855 A/c No.- **37510300001695 dtd- 24.07.2020 Rs. 92,317.00/-** issued by Bank of Baroda Waidhan, towards initial Security money total of which amounts to Rs. 1,50,117/- has been taken into first part of 5% initial security deposit. All running on account bills shall be paid @ 95% of the work value and 5% deduction made from your bill will be retained as second part of the security deposit.

   All running on account bills shall be paid @ 95% of the work value. This 5% deduction towards Retention Money will be the second part of the security deposit.

   BG No. 3751IGPER002020 , Rs. 11,65,524.43/- Date 24.07.2020 issued by Bank of Baroda Waidhan has been taken against **Additional Performance Security** as per the LOA.

3. The work shall be completed within 180 (One hundred Eighty) days from the date of commencement of the work.

4. The work should be executed as per the BOQ, General Terms & Conditions, Additional Terms & Conditions, CPWD specifications, BIS Standards, description of the items of the accepted tender document and instructions of EIC.

5. You should ensure implementation of CMPF and Miscellaneous Provisions Act, 1952 and allied scheme framed thereunder in respect of workers deployed by you and will have to recover statutory dues and

Staff Officer (Civil)
Dudhichua Area

deposit the same along with employer's contribution (Contractor's Share) to the respective CMPF office and submit statutory returns under intimation to Principal Employer.

6. All taxes (except GST), local, municipal, provincial or central etc. and cess, royalties etc. as payable shall be to the contractor's account and shall be deemed to have been included in the tendered rate for the work to be executed.

7. Regarding GST, the following may please be noted:

(i) GST will be reimbursed on production of uploaded invoice / documentary evidence. Amount of statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2A of NCL in the common portal of GST and after submission of documentary evidence of deposition of GST Taxes and filing of GST Returns.

(ii) You will have to pass on Input Tax Credit by way of enclosing original Tax input invoice with bill.

(iii) You will be required to submit the certificate from practicing Chartered Accountant having a valid membership number for complying of Anti-Profiting Clause U/S 171 as well as office memorandum F No. 296/07/2017-CX.9 dated- 15.06.2017 issued by department of Revenue ,Ministry of finance, Government of India.

(iv) All invoices submitted by you will have to be in the form of GST invoice giving all details as required under the law. You will raise invoice strictly adhering to provisions of Section 31 under CGST Act 2017 along with Rule 46 & 47 of CGST Rule, 2017. You will indicate the rate as well as amount of CGST, SGST or IGST in invoice. You will upload the details of invoice on GST portal as per the provisions of GST Act. Invoice issued by you should bear GST Registration Number of NCL (23AABCN4884H1ZE for MP & 09AABCN4884H1Z4 for UP) to enable NCL to claim input tax credit.

(v) You will file all the Returns and details as applicable under GST Laws & Rules within due dates.

(vi) You will give an undertaking on invoice or as separate Annexure along with the invoice that the Invoice / applicable GST Returns has been / will be uploaded on GST Portal within due time as prescribed in CGST Act and CGST, SGST or IGST has been deposited as per the provisions of GST Act and rules thereof.

(vii) If there is any delay of payment against the Invoice due to your fault and if any reversal of input tax arises, the same will be recovered from you along with interest and penalty if any, as paid by NCL due to reversal.

(viii) In case the GST rating of vendor on the GST Portal / Government's official website is negative / black listed at any stage even after award of work, NCL has right to cancel the Letter of Award. NCL shall not be obliged or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with all penalties / interest, if any incurred by NCL.

(ix) You will issue credit note as per the provisions of Rule 53 of CGST Rule, 2017 on quality deduction or Liquidated Damages, if any arises.

(x) You will be required to submit a Certificate from practicing Chartered Accountant having a valid Membership Number for complying of Anti-Profiting Clause U/S 171 as well as Office Memorandum F. No. 296/07/2017-CX.9 dated 15.06.2017 issued by Department of Revenue, Ministry of Finance, GOI.

(xi) If you default in uploading the invoice / applicable GST Returns or default in deposit of applicable GST Taxes, NCL reserves the right to upload such defaulter on NCL website and may also debar you from participating in future tenders for a minimum period of one year.

Staff Officer (Civil)
Dudhichua Area

8. You shall not pay less than the minimum wages to the labourers engaged by you as per Minimum Wages Act or such other legislation or award of minimum wages fixed by the respective State Govt. or Central Govt. as may be in force.

9. You shall maintain all records as per the provisions made in various statutes including contract labour regulation and abolition act.

10. You are required to make timely payment of government dues which you are under legal obligation to pay to state government or any other legal authority every month.

11. You shall depute yourself/your agent/representative at the work site during the period of contract to receive instructions from the department. Intimation in this regard should be submitted to the department.

12. All the Clauses of Safety Code of the Tender Document as laid down in Additional Safety Measures to be taken by the contractor are to be strictly followed.

13. In addition to above, the award shall be guided by the standard General Terms & Conditions as per provision of MCEW and the NIT & tender document for the subject work as referred above, that shall be considered as integral part of this work order..

14. Please contact PE(Civil)/DCH for further instructions regarding the work.

15. This work order will form a part of the agreement

16. **The date of commencement and completion of the work will be reckoned as 29.05.2020 and 19.11.2020 (180 days) respectively for all future purpose.**

Yours faithfully

Asstt. Manager (Civil)
Dudhichua Area

Copy to:

1. CVO,Singrauli
2. GM,Dudhichua Area
3. GM(C)/HOD/NCL HQSingrauli
4. Project Officer/Dudhichua Area
5. Incharge Quality Control/HQ (Civil)- with a request to collect the samples as per norms from the site during execution of the work.
6. AFM,Dudhichua Area in ref to BC/FC vide **Finance Diary. No. REG 1/150/5 Dated 22.05.2020 for Rs. 35,42,749.01/- Under Head- Monsoon Preparation (Civil) vide E-Office 261437.**
7. SO(P),Dudhichua Area : For implementation of various rules of minimum Wages and Contribution towards CMPF/EPF & statutory provision.
8. PE(Civil)/Mines/Dudhichua.
9. Asst. Manager (Civil)/Tender Cell/Dudhichua
10. Asst. Manager (Civil)/Mines/Dudhichua
11. Regional Labour Commissioner(C), Bhoot Nath Ashram, Sarvodaya Nagar, Kanpur-208005(UP)
12. Assistant Labour Commissioner(C),189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP)
13. Labour Enforcing Officer (C), 189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP)

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

एन सी एल
NCL

Northern Coalfields Limited
(AMiniratna Company)
(A subsidiary of Coal India Limited)

Civil/Dudhichua Area

CIN- U10102MP1985GOI003160
An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company
Post- Khadia, Dist.Sonebhadra (UP) PIN-231222
Phone: 05446-232204/07805-226920, (FAX) 05446 – 233614 email: gmdch.ncl@coalindia.in

No. DCH/SO(CIVIL)/F 1048/LOA/ETN-30/2021-22/ 183 Date- 04/04/2021

To,

M/s Tripti Enterprises
Ward Number 8, Prabhapuram
Colony, Robertsganj Camp Office,
Ward No.- 23 Nigahi More,
Post- Nigahi, Distt- Singrauli (MP)

Bank A/c No : 50200014748431
Bank Name : HDFC Bank, Waidhan
PAN No : CNZPS0761A
GSTIN No : 09 CNZPS0761A 1ZL(MP)
Email Id : triptienterprises20@gmail.com
Mobile No. : 7489988571

Sub : Letter of Acceptance for the work **"Cleaning of kutchha drain, gabion work and PVC sand bags near toe of external OB dump along railway track towards Khadia Project at Dudhichua Project."**

Ref: Tender Notice No : DCH/C/20-21/ETN-30 Dated – 06.03.2021
Tender ID : 2021_NCL_199801_1

Dear Sir,

With reference to the above, it is to convey that your offer to undertake the subject work at a total value of **Rs. 11,73,960.70/- (Rupees Eleven lakhs seventy three thousand nine hundred sixty and paise seventy Only) (including GST @ 18% Rs. 1,79,078.75/- Rupees One lakh seventy nine thousand seventy eight and paise seventy five Only)** has been accepted subject to the following stipulations:

1. All the **materials, equipment and manpower** required for the work will be arranged by you.

2. You are required to submit the **Registration/license under Contract Labour** (R&A) Act,1970 **within 10 (Ten) days from the date of receipt of this** Letter of Acceptance, if required.

3. The **Performance security (first part of security deposit)** shall be **3% of the contract value** amounting to **Rs. 35,219/- (Rupees Thirty five thousand two hundred nineteen Only).** All running on account **bill shall be paid @ 95% of work value** and **5% deduction towards** retention money will be the **second part of security deposit**.

4. You are required to submit the following **within 21 days (Twenty one days)** from the date of receipt of this letter of acceptance for issuing formal work order and executing agreement for the work :

04/04/2021
Staff Officer (Civil)

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

एन सी एल
NCL

Northern Coalfields Limited
(AMiniratna Company)
(A subsidiary of Coal India Limited)

Civil/Dudhichua Area

CIN- U10102MP1985GOI003160
An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company
Post- Khadia, Dist.Sonebhadra (UP) PIN-231222
Phone: 05446-232204/07805-226920, (FAX) 05446 – 233614 email: gmdch.ncl@coalindia.in

(i) **Rs. 35,219/- (Rupees Thirty five thousand two hundred nineteen Only)** towards balance amount **of 3% Performance Security** in acceptable form as stipulated in the NIT/Tender Document.
(ii) Income Tax PAN.
(iii) Copy of Proprietorship deed/Partnership deed, Power of Attorney etc.
(iv) Authorization form for e payment duly filled in.
(v) Copy of the letter of Handing over site.
(vi) PAN based Vendor code, GSTIN number (MP/UP) and service Accounting Code (SAC) of subject work.
(vii) A certificate from **practicing Chartered Accountant** having a valid membership number for complying of Anti-profiteering clause **u/s 171 as well as office memorandum F.No. 296/07/2017-**CX.9 dated 15th june 2017 issued by Department of Revenue, Ministry of Finance, GOI.

If security money is deposited in the **form of Bank Guarantee,** it should be issued through Structural Financial **Messaging system (SFMS) Platform** as per format given in the tender document.

5. The work shall be **completed within 180 days from the date of commencement** of the work. The date of commencement of the work shall be reckoned from the 10th day of issue of this letter of acceptance or from the 7 days of actual date of handing over of the site whichever is later.

6. In case of failure to start the work within specified date of commencement of work as per cl. No. 6 of the subject LOA ,the company shall be at liberty by giving 15 days notice in writing to start the work, failing which to forfeit the earnest money deposited by you and to rescind the LOA. Additionally you will be debarred from participating in future tenders for period of 2 (two) years in CIL and its subsidiaries.

7. The work should be executed as per the BOQ, General Terms and conditions, Additional Terms & Conditions, Scope of work, Special Terms & Conditions, CPWD specifications, BIS standards, description of the items of the accepted tender document and instruction of EIC.

8. You shall not pay less than the minimum wages to the labourers engaged by you as per minimum wages act or such other legislation or award of minimum wages fixed by the respective State Govt. or Central Govt. as may be in force.

9. All taxes (Except GST) local, municipal, provincial or central etc and cess, royalties etc as payable shall be to the contractor's account and shall be deemed to have been included in the tendered rate for the work to be executed. Payment of GST shall be dealt as per prevalent GST Rules/Act.

10. The **GST calculated on the recommended** value works out to **Rs. 1,79,078.75/- Rupees One lakh seventy nine thousand seventy eight and paise seventy five Only)** based on **18% of the quoted value.** However, the Final amount of the GST shall be worked out on the basis of Final value of the work done after the competent

04/10/2021
Staff Officer (Civil)

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

एन सी एल
NCL

Northern Coalfields Limited
(AMiniratna Company)
(A subsidiary of Coal India Limited)

Civil/Dudhichua Area

CIN- U10102MP1985GOI003160
An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company
Post- Khadia, Dist.Sonebhadra (UP) PIN-231222
Phone: 05446-232204/07805-226920, (FAX) 05446 – 233614 email: gmdch.ncl@coalindia.in

approval. The total liability of GST will remain with the contractor.GST will be reimbursed to the contractor on production of uploaded invoice/documentary evidence.

11. Invoice issued by service provider should bear **GST Registration Number 09AABCN4884H1Z4** to enable NCL to claim INPUT TAX CREDIT.

12. Service provider will raise invoice strictly adhere as per the provision of section 31 of CGST Act,2017 along with Rule 46 & 47 of CGST Rule,2017.Service provider will upload the detail of invoice in GST portal as per the provision of GST Act.

13. When there is any delay of payment against the invoice due to fault of service provider and if any reversal of input tax credit arises the same will be recovered from service provider along with interest and penalty if any, as paid by NCL due to reversal.

14. Service provider will indicate the rate as well as amount of CGST, SGST or IGST in invoice.

15. Service Provider should also give an undertaking on invoice or as separate Annexure along with invoice that Invoice/applicable GST returns has been /will be uploaded in GST portal within due time as prescribed in CGST Act and has been deposited CGST,SGST or IGST as per provision of GST Act and rules thereon.

16. Service provider will file all the Returns and details as applicable under GST laws & rules within due dates.

17. Amount of Statutory levies like CGST,SGST or IGST will released when same will appear in GSTR 2A of NCL in common portal of GST and after submission of documentary evidence deposition of GST Taxes and filing of GST Returns.

18. In case the GST rating of vendor on the GST portal/Govt. official website is negative/black listed at any stage even after award of work, NCL has right to reject the letter of award.NCL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by NCL.

19. Service provider will issue credit note as per the provision of Rule 53 of CGST Rule, 2017 on quality deduction or liquidity damage, if any arises.

20.If service provider defaults in uploading the invoice/uploading the applicable GST returns/deposit of applicable GST Taxes, NCL reserves the right to upload such defaulter on NCL website and may also consider for giving holiday/debarring from participating in future tenders.

Dy. Chief Officer (Civil)

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

एन सी एल
NCL

Northern Coalfields Limited
(AMiniratna Company)
(A subsidiary of Coal India Limited)

Civil/Dudhichua Area

CIN- U10102MP1985GOI003160
An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company
Post- Khadia, Dist.Sonebhadra (UP) PIN-231222
Phone: 05446-232204/07805-226920, (FAX) 05446 – 233614 email: gmdch.ncl@coalindia.in

21. All the clauses of Safety Code of the Tender Document, as laid down in Additional Safety Measures to be taken by the contractor, are to be strictly followed.

22. **PE (Civil)/Mines, Dudhichua** will be the **Engineer-in-charge** for the aforesaid work. Please **Contact PE (Civil)/Mines, Dudhichua** for instruction regarding commencement of work.

Your's Faithfully

04/04/2021

Staff Officer (Civil)
Dudhichua Area

Staff Officer (Civil)

Copy to:

1. CVO, Singrauli
2. GM, Dudhichua Area
3. GM(C),NCL HQ, Singrauli
4. PO/DCH
5. I/C Quality Control/HQ (Civil)- with a request to collect the samples as per norms from the site during execution of the work.
6. AFM, Dudhichua Area --- this is as **per FC-FY 21-22 : REG. 1/150/5 Dated 03.04.2021** for Amount- **Rs. 11,73,960.70/- (FY 21-22), Under Head- Monsoon Preparation Civil**
7. SO(P),Dudhichua Area
8. Chief Manager(Civil)/Mines/Dudhichua.
9. Asst. Manager (Civil)/Tender Cell/Dudhichua
10. Asst. Manager(Civil)/Mines
11. Regional Labour Commissioner(C), Bhoot Nath Ashram, Sarvodaya Nagar, Kanpur-208005(UP)
12. Assistant Labour Commissioner(C),189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP)
13. Labour Enforcing Officer (C), 189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP)

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No. DCH/SO(CIVIL)/F 1044/LOA/ETN-37(Retender)/2021-22/197 **Date- 21.05.2021**

To,

M/s Royal Map Enterprises
NPCC, Baliyanala,
Distt- Singrauli (M.P.)- 486890

Bank A/c No	**: 80037222776**
Bank Name	**: Madhyanchal Gramin Bank, Jayant**
PAN No	**: CHKPA2504E**
GSTIN No	**: 23 CHKPA2504E 1Z4 (MP)**
Email Id	**: anuragdhar777@gmail.com**
Mobile No.	**: 8959100350**

Sub : Letter of Acceptance for the work **"Making siltation pond between toe of external OB dump of east section and railway track towards Khadia at Dudhichua Project."**

Ref: Tender Notice No : DCH/C/21-22/ETN 37 (Retender) Dated – 28.04.2021
Tender ID : 2021_NCL_205110_1

Dear Sir,

With reference to the above, it is to convey that your offer to undertake the subject work at a total value of **Rs. 8,21,914.45/- (Rupees Eight lakhs twenty one thousand nine hundred fourteen and paise forty five Only) (including GST @ 18% Rs. 1,25,376.78/- Rupees One lakh twenty five thousand three hundred seventy six and paise seventy eight Only)** has been accepted subject to the following stipulations:

1. All the **materials, equipment and manpower** required for the work will be arranged by you.

2. You are required to submit the **Registration/license under Contract Labour** (R&A) Act,1970 **within 10 (Ten) days from the date of receipt of this** Letter of Acceptance, if required.

3. The **Performance security (first part of security deposit)** shall be **3% of the contract value** amounting to **Rs. 24,658/- (Rupees Twenty four thousand six hundred fifty eight only).** All running on account **bill shall be paid @ 95% of work value** and **5% deduction towards** retention money will be the **second part of security deposit**.

4. You are required to submit the following **within 21 days (Twenty one days)** from the date of receipt of this letter of acceptance for issuing formal work order and executing agreement for the work :

21/5/21

Staff Officer (Civil)
Dudhichua Area

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

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Phone: 05446-232204/07805-226920, (FAX) 05446 – 233614 email: gmdch.ncl@coalindia.in

(i) **Rs. 24,658/- (Rupees Twenty four thousand six hundred fifty eight only)** towards balance amount **of 3% Performance Security** in acceptable form as stipulated in the NIT/Tender Document.
(ii) Income Tax PAN.
(iii) Copy of Proprietorship deed/Partnership deed, Power of Attorney etc.
(iv) Authorization form for e payment duly filled in.
(v) Copy of the letter of Handing over site.
(vi) PAN based Vendor code, GSTIN number (MP/UP) and service Accounting Code (SAC) of subject work.
(vii) A certificate from **practicing Chartered Accountant** having a valid membership number for complying of Anti-profiteering clause **u/s 171 as well as office memorandum F.No. 296/07/2017**-CX.9 dated 15th june 2017 issued by Department of Revenue, Ministry of Finance, GOI.

If security money is deposited in the **form of Bank Guarantee**, it should be issued through Structural Financial **Messaging system (SFMS) Platform** as per format given in the tender document.

5. The work shall be **completed within 180 days from the date of commencement** of the work. The date of commencement of the work shall be reckoned from the 10th day of issue of this letter of acceptance or from the 7 days of actual date of handing over of the site whichever is later.

6. In case of failure to start the work within specified date of commencement of work as per cl. No. 5 of the subject LOA ,the company shall be at liberty by giving 15 days notice in writing to start the work, failing which to forfeit the earnest money deposited by you and to rescind the LOA. Additionally you will be debarred from participating in future tenders for period of 2 (two) years.

7. The work should be executed as per the BOQ, General Terms and conditions, Additional Terms & Conditions, Scope of work, Special Terms & Conditions, CPWD specifications, BIS standards, description of the items of the accepted tender document and instruction of EIC.

8. You shall not pay less than the minimum wages to the labourers engaged by you as per minimum wages act or such other legislation or award of minimum wages fixed by the respective State Govt. or Central Govt. as may be in force.

9. All taxes (Except GST) local, municipal, provincial or central etc and cess, royalties etc as payable shall be to the contractor's account and shall be deemed to have been included in the tendered rate for the work to be executed. Payment of GST shall be dealt as per prevalent GST Rules/Act.

10. The **GST calculated on the recommended** value works out to **Rs. 1,25,376.78/- Rupees One lakh twenty five thousand three hundred seventy six and paise seventy eight Only)** based on **18% of the quoted value.** However, the Final amount of the GST shall be worked out on the basis of Final value of the work done after

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the competent approval. The total liability of GST will remain with the contractor.GST will be reimbursed to the contractor on production of uploaded invoice/documentary evidence.

11. Invoice issued by service provider should bear **GST Registration Number 09AABCN4884H1Z4 (UP) and 23AABCN4884H1ZE (MP)** to enable NCL to claim INPUT TAX CREDIT.

12. Service provider will raise invoice strictly adhere as per the provision of section 31 of CGST Act,2017 along with Rule 46 & 47 of CGST Rule,2017.Service provider will upload the detail of invoice in GST portal as per the provision of GST Act.

13. When there is any delay of payment against the invoice due to fault of service provider and if any reversal of input tax credit arises the same will be recovered from service provider along with interest and penalty if any, as paid by NCL due to reversal.

14. Service provider will indicate the rate as well as amount of CGST, SGST or IGST in invoice.

15. Service Provider should also give an undertaking on invoice or as separate Annexure along with invoice that Invoice/applicable GST returns has been /will be uploaded in GST portal within due time as prescribed in CGST Act and has been deposited CGST,SGST or IGST as per provision of GST Act and rules thereon.

16. Service provider will file all the Returns and details as applicable under GST laws & rules within due dates.

17. Amount of Statutory levies like CGST,SGST or IGST will released when same will appear in GSTR 2A of NCL in common portal of GST and after submission of documentary evidence deposition of GST Taxes and filing of GST Returns.

18. In case the GST rating of vendor on the GST portal/Govt. official website is negative/black listed at any stage even after award of work, NCL has right to reject the letter of award.NCL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by NCL.

19. Service provider will issue credit note as per the provision of Rule 53 of CGST Rule, 2017 on quality deduction or liquidity damage, if any arises.

20.If service provider defaults in uploading the invoice/uploading the applicable GST returns/deposit of applicable GST Taxes, NCL reserves the right to upload such defaulter on NCL website and may also consider for giving holiday/debarring from participating in future tenders.

21/5/21

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Phone: 05446-232204/07805-226920, (FAX) 05446 – 233614 email: gmdch.ncl@coalindia.in

21. All the clauses of Safety Code of the Tender Document, as laid down in Additional Safety Measures to be taken by the contractor, are to be strictly followed.

22. **Chief Manager (Civil)/Mines, Dudhichua** will be the **Engineer-in-charge** for the aforesaid work. Please contact **Chief Manager (Civil)/Mines, Dudhichua** for instruction regarding commencement of work.

Your's Faithfully

Staff Officer (Civil)
Dudhichua Area

Copy to:

1. CVO, NCL,Singrauli
2. GM, Dudhichua Area
3. GM(C)/HOD/NCL HQ, Singrauli
4. I/C Quality Control/NCL Singrauli (Civil)- with a request to collect the samples as per norms from the site during execution of the work.
5. AFM, Dudhichua Area --- this is as **per FC-FY 21-22: REG. 1/150/4 Dated 21.05.2021** for Amount- **Rs. 8,21,914.45/- Under Head- Monsoon Preparation Civil.**
6. SO(P),Dudhichua Area
7. Chief Manager (Civil)/Mines/Dudhichua.
8. Asst. Manager (Civil)/Tender Cell/Dudhichua
9. Asst. Manager(Civil)/Mines
10. Regional Labour Commissioner(C), Bhoot Nath Ashram, Sarvodaya Nagar, Kanpur-208005(UP)
11. Assistant Labour Commissioner(C),189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP)
12. Labour Enforcing Officer (C), 189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP)

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No. DCH/SO(CIVIL)/F-1042/LOA/ETN-39(retender)/2021-22/193 **Date- 12.05.2021**

To,

M/s ANOOP ENTERPRISES
Ward No.-18, Pipralal PO- Jayant
Distt- Singrauli (M.P.) PIN-486888

Bank A/c No	**: 31906997119**
Bank Name	**: SBI, SME Waidhan**
PAN No	**: AIHPT2727J**
GSTIN No	**: 23AIHPT2727J1Z3**
Email Id	**: shaileshtiwari8504@gmail.com**
Mobile No.	**: 9926751435**

Subject: Letter of Acceptance for the work **"Cleaning of pucca drain in and around CHP Premises at Dudhichua Project."**

Ref: Tender Notice No : DCH/C/21-22/ETN39(RETENDER) Dated 28.04.2021
Tender ID : 2021_NCL_205117_1

Dear Sir,

With reference to the above, it is to convey that your offer to undertake the subject work at a total value of **Rs. 4,95,331.73 (Four Lakhs Ninety Five Thousand Three Hundred Thirty One and Seventy Three Paisa)** including **GST amount shall be Rs. 75,559.08 (Present rate @18%)** has been accepted subject to the following stipulations:

1. All the **materials, equipment and manpower** required for the work will be arranged by you.

2. You are required to submit the **Registration/license under Contract Labour** (R&A) Act, 1970 **within 10 (Ten) days from the date of receipt of this** Letter of Acceptance, if required.

3. The **Performance security (first part of security deposit)** shall be **3% of the contract value** amounting to **Rs. 14,860/- (Rupees Fourteen thousand Eight hundred and Sixty only).** All running on account **bill shall be paid @ 95% of work value** and **5% deduction towards** retention money will be the **second part of security deposit**.

4. You are required to submit the following **within 21 days (Twenty one days)** from the date of receipt of this letter of acceptance for issuing formal work order and executing agreement for the work:

12/5/21
Staff Officer (Civil)
Dudhichua Area

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

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Phone: 05446-232204/07805-226920, (FAX) 05446 – 233614 email: gmdch.ncl@coalindia.in

(i) **Rs. 14,860/- (Rupees Fourteen thousand Eight hundred and Sixty only)** towards balance amount **of 3% Performance Security** in acceptable form as stipulated in the NIT/Tender Document.

(ii) Income Tax PAN.

(iii) Copy of Proprietorship deed/Partnership deed, Power of Attorney etc.

(iv) Authorization form for e payment duly filled in.

(v) Copy of the letter of Handing over site.

(vi) PAN based Vendor code, GSTIN number (MP/UP) and service Accounting Code (SAC) of subject work.

(vii) A certificate from **practicing Chartered Accountant** having a valid membership number for complying of Anti-profiteering clause **u/s 171 as well as office memorandum F.No. 296/07/2017**-CX.9 dated 15th june 2017 issued by Department of Revenue, Ministry of Finance, GOI.

If security money is deposited in the **form of Bank Guarantee**, it should be issued through Structural Financial **Messaging system (SFMS) Platform** as per format given in the tender document.

5. The work shall be **completed within 180 days from the date of commencement** of the work. The date of commencement of the work shall be reckoned from the 10th day of issue of this letter of acceptance or from the 7 days of actual date of handing over of the site whichever is later.

6. In case of failure to start the work within specified date of commencement of work as per cl. No. 5 of the subject LOA, the company shall be at liberty by giving 15 days' notice in writing to start the work, failing which to forfeit the earnest money deposited by you and to rescind the LOA. Additionally you will be banned for two years from being eligible to submit bids in CIL and its subsidiaries.

7. The work should be executed as per the BOQ, General Terms and conditions, Additional Terms & Conditions, Scope of work, Special Terms & Conditions, CPWD specifications, BIS standards, description of the items of the accepted tender document and instruction of EIC.

8. You shall not pay less than the minimum wages to the labourers engaged by you as per minimum wages act or such other legislation or award of minimum wages fixed by the respective State Govt. or Central Govt. as may be in force.

9. All taxes (Except GST) local, municipal, provincial or central etc and cess, royalties etc as payable shall be to the contractor's account and shall be deemed to have been included in the tendered rate for the work to be executed. Payment of GST shall be dealt as per prevalent GST Rules/Act.

12/5/21
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10. The **GST calculated on the recommended** value works out to **Rs. 75,559.08 /- (Rupees Seventy Five thousand Five hundred Fifty Nine and paisa Eight Only)** based on **18% of the quoted value**. However, the Final amount of the GST shall be worked out on the basis of Final value of the work done after the competent approval. The total liability of GST will remain with the contractor. GST will be reimbursed to the contractor on production of uploaded invoice/documentary evidence.

11. Invoice issued by service provider should bear **GST Registration Number 23AABCN4884H1ZE (MP) & 09AABCN4884H1Z4 (UP)** to enable NCL to claim INPUT TAX CREDIT.

12. Service provider will raise invoice strictly adhere as per the provision of section 31 of CGST Act,2017 along with Rule 46 & 47 of CGST Rule,2017. Service provider will upload the detail of invoice in GST portal as per the provision of GST Act.

13. When there is any delay of payment against the invoice due to fault of service provider and if any reversal of input tax credit arises the same will be recovered from service provider along with interest and penalty if any, as paid by NCL due to reversal.

14. Service provider will indicate the rate as well as amount of CGST, SGST or IGST in invoice.

15. Service Provider should also give an undertaking on invoice or as separate Annexure along with invoice that Invoice/applicable GST returns has been /will be uploaded in GST portal within due time as prescribed in CGST Act and has been deposited CGST,SGST or IGST as per provision of GST Act and rules thereon.

16. Service provider will file all the Returns and details as applicable under GST laws & rules within due dates.

17. Amount of Statutory levies like CGST,SGST or IGST will released when same will appear in GSTR 2A of NCL in common portal of GST and after submission of documentary evidence deposition of GST Taxes and filing of GST Returns.

18. In case the GST rating of vendor on the GST portal/Govt. official website is negative/black listed at any stage even after award of work, NCL has right to reject the letter of award. NCL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by NCL.

19. Service provider will issue credit note as per the provision of Rule 53 of CGST Rule, 2017 on quality deduction or liquidity damage, if any arises.

12/5/21

Staff Officer (Civil)
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20. If service provider defaults in uploading the invoice/uploading the applicable GST returns/deposit of applicable GST Taxes, NCL reserves the right to upload such defaulter on NCL website and may also consider for giving holiday/debarring from participating in future tenders.

21. All the clauses of Safety Code of the Tender Document, as laid down in Additional Safety Measures to be taken by the contractor, are to be strictly followed.

22. **Project Engineer (Civil)/Mines, Dudhichua** will be the **Engineer-in-charge** for the aforesaid work. Please contact **Project Engineer (Civil)/Mines, Dudhichua** for instruction regarding commencement of work.

Yours Faithfully

12/5/21

Staff Officer (Civil)
Dudhichua Area

Staff Officer (Civil)
Dudhichua Area

Copy to:

1. CVO, NCL, Singrauli
2. GM, Dudhichua Area
3. GM(C)/HOD/NCL HQ, Singrauli
4. I/C Quality Control/NCL, Singrauli (Civil)- with a request to collect the samples as per norms from the site during execution of the work.
5. AFM, Dudhichua Area --- this is as **per FC-FY 21-22: REG. 1/150/2 Dated 12.05.2021** for Amount- **Rs. 4,95,331.73 /- Under Head- Monsoon Preparation - Civil.**
6. SO(P),Dudhichua Area
7. Chief Manager (Civil)/Mines/Dudhichua.
8. Asst. Manager (Civil)/Tender Cell/Dudhichua
9. MT(Civil)/Mines
10. Regional Labour Commissioner(C), Bhoot Nath Ashram, Sarvodaya Nagar, Kanpur-208005(UP)
11. Assistant Labour Commissioner(C),189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP)
12. Labour Enforcing Officer (C), 189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP)

5320 5320

नॉर्दर्न कोलफील्ड्स लिमिटेड
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No. DCH/SO(CIVIL)/F 1085/LOA/ETN-24/2021-22/ 2 2 3 Date- 01.10.21

To,

M/s Ranjan Associates
Saraswah Raja Tola Jayant

Bank A/c No.	: 50276495870
Bank Name	: Allahabad Bank, Shaktinagar
PAN No.	: BSUPP8291F
GSTIN No	: 23 BSUPP8291F 1Z3
Mobile No.	: 9977385763
Email id	: ranjanparsad588@gmail.com

Subject: Letter of Acceptance for the work **"Cleaning of washing platform and siltation tank in dumper, Dozer and Light vehicle washing stations at Dudhichua Project for two years."**

Reference: Tender Notice No: DCH/C/21-22/ETN 24 Dated – 27.08.2021
Tender ID : 2021_NCL_216070_1

Dear Sir,

With reference to the above, this is to communicate the approval of the competent authority for award of the subject work to you for an amount of **₹ 12,35,905.64 (₹10,47,377.66 + GST@18% ₹1,88,527.98) (Rupees Twelve Lakhs thirty five Thousand nine hundred five and Paise sixty four only)** has been accepted subject to the following stipulations.

1. All the **materials, equipment and manpower** required for the work will be arranged by you.
2. You are required to submit the **Registration/license under Contract Labour** (R&A) Act,1970 **within 10 (Ten) days from the date of receipt of this** Letter of Acceptance,if required.
3. The **Performance security (first part of security deposit)** shall be **3% of the contract value** amounting to **Rs. 37,078/- (Rupees Thirty seven thousand seventy eight only).** All running on account **bill shall be paid @ 95% of work value** and **5% deduction towards** retention money will be the **second part of security deposit.**
4. You are required to submit the following **within 21 days (Twenty one days)** from the date of receipt of this letter of acceptance for issuing formal work order and executing agreement for the work :

(i) **Rs. 37,078/- (Rupees Thirty seven thousand seventy eight only)** towards balance amount **of 3% Performance Security** in acceptable form as stipulated in the NIT/Tender Document.
(ii) Copy of GST Registration Certificate& Service Accounting Code (SAC) of works/services
(iii) Copy of Income Tax PAN
(iv) Copy of Proprietorship deed/Partnership deed, Power of Attorney etc.
(v) Copy of CMPF/EPF Registration or copy of affidavit for implementation of CMPF Act.
(vi) Authorization form for e payment duly filled in.
(vii) PERT/BAR Chart showing percentage of periodical progress for completion of work.

01/10/21

Staff Officer (Civil)
Dudhichua Area

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

एन सी एल
NCL

Northern Coalfields Limited
(AMiniratna Company)
(A subsidiary of Coal India Limited)

Civil/Dudhichua Area

CIN- U10102MP1985GOI003160
An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company
Post- Khadia, Dist.Sonebhadra (UP) PIN-231222
Phone: 05446-232204/07805-226920, (FAX) 05446 – 233614 email: gmdch.ncl@coalindia.in

(viii) Non Judicial Stamp Paper for Rs. 500.00 of UP state.
(ix) Copy of the letter of Handing over site.
(x)That you have to take necessary insurance for the full contract period for (i). Workmen compensation and (ii.) Contractors all risk policy in the joint name of Northern Coalfields Limited and the contractor. The policies and certificates for insurance shall be delivered by you to the Engineer In-Charge for his approval before commencement of the work. Applicable for Updated value more than Rs. 50.00 lakhs.
(xi) A certificate from **practicing Chartered Accountant** having a valid membership number for complying of Anti-profiteering clause **u/s 171 as well as office memorandum F.No. 296/07/2017**-CX.9 dated 15th june2017 issued by Department of Revenue, Ministry of Finance, GOI.

5. If security money is deposited in the **form of Bank Guarantee**, it should be issued through Structural Financial **Messaging system (SFMS) Platform** as per format given in the tender document.
6.In case you fail to submit the Performance Security and Additional Performance Security, if any, within the stipulated time of 21 days
a. then the award of work shall be cancelled with forfeiture of the bid security/ earnest money.
b. In place of a Bid security (EMD), for defaults which attract forfeiture of EMD as defined in the request for bids documents, they will be banned for two years from being eligible to submit bids in CIL and its subsidiaries.
7. The work shall be completed within **730 (Seventy hundred thirty days)** days from the date of commencement of the work. The date of commencement of the work shall be reckoned from the 10th day of issue of this letter of acceptance or from the 7th of actual date of handing over of the site whichever is later However, the Date of Commencement may be decided with mutual consent with the Contractor prior to the date as prescribed above.
8. In case of failure to start the work within specified date of commencement of work as per cl. No. 7 of the subject LOA, the company shall be at liberty by giving 15 days notice in writing to start the work, failing which to forfeit the earnest money deposited by you and to rescind the LOA. Additionally, you will be banned for 2 (two) years from being eligible to submit bids in CIL and its subsidiaries.
9. The work should be executed as per the BOQ, General Terms and conditions, Additional Terms & Conditions, Scope of work, Special Terms & Conditions, CPWD specifications, BIS standards, description of the items of the accepted tender document and instruction of EIC.
10. You shall not pay less than the minimum wages to the labourers engaged by you as per minimum wages act or such other legislation or award of minimum wages fixed by the respective State Govt. or Central Govt. as may be in force.
11. You should ensure implementation of CMPF and allied scheme and Miscellaneous Provision Act, 1948 Employees Provident Fund and Miscellaneous Provisions Act, 1952 as the case may be and allied scheme framed thereunder in respect of workers deployed by you and will have to recover statutory dues and deposit the same along with employer's contribution (Contractor's share) to the respective CMPF/EPF Office and to submit statutory return under intimation to the Principal Employer.
12. All duties, taxes (Excluding GST & GST Compensation Cess, if applicable), local, municipal, provincial or central et and other levies, royalty, building & construction workers cess (if applicable), etc. as payable shall be to the contractor's account and shall be deemed to have been included in the tendered rate for the work

01/10/21
Staff Officer (Civil)
Dudhichua Area

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to be executed. Payment of GST & GST Compensation Cess shall be dealt as per NIT Provisions, GST Act Rules, and other stipulations mentioned in this letter.

13. Regarding GST, the following may please be noted:

(a) GST will be reimbursed on production of uploaded invoice / documentary evidence. Amount of statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2A of NCL in common portal of GST and after submission of documentary evidence of deposition of GST Taxes and fling of GST Returns.

(b) You will have to pass on Input Tax Credit by way of enclosing original Tax input invoice with bill.

(c) All invoices submitted by you will have to be in the form of GST invoice giving all details as required under the law. You will raise invoice strictly adhering to provisions of Section 31 under CGST Act 2017 along with Rule 48 & 47 of CGST Rule, 2017 You will indicate the rate as well as amount of CGST, SGST or IGST in invoice You will upload the details of invoice on GST portal as per the provisions of GST Act Invoice issued by you should bear GST Registration Number of NCL [23AABCN4884HEM1ZE (MP) &09AABCN4884H1Z4 (UP)] to enable NCL to claim input tax credit.

(d) You will file all the Returns and details as applicable under GST Laws & Rules within due dates.

(e)You will give an undertaking on invoice or as separate Annexure along with the invoice that the invoice! applicable GST Returns has been / will be uploaded on GST Portal within due time as prescribed in CGST RPRIS Act and CGST, SGST or IGST has been deposited as per the provisions of GST Act and rules thereof.

(f) If there is any delay of payment against the Invoice due to your fault and if any reversal of input tax arises, the same will be recovered from you along with interest and penalty if any as paid by NCL due to reversal.

(g) In case the GST rating of vendor on the GST Portal/Government's official website is negative/black listed at any stage even after award of work NCL has right to cancel the Letter of Award NCL shall not be obliged or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with a penalties interest if any incurred by NCL.

(h) You will issue credit note as per the provisions of Rule 53 of CGST Rule, 2017 on quality deduction of Liquidated Damages, if any arises.

(i) If you default in uploading the invoice/applicable GST Returns or default in deposit of applicable GST Taxes, NCL reserves the right to upload such defaulter on NCL website and may also debar you from participating in future tenders for a minimum period of one year.

14. As per clause 8.4 of NIT, only Materials conforming to approved samples shall only be brought to site, as such, you immediately contact **Project Engineer (Civil)/Mines Dudhichua& Incharge of the work** for the approval of samples of materials to be used in the work.

15. 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 following details in the portal:

a. Work Order details
b. Contractor workers details and wages payment details in respect of each Work Order.
c. Attendance of labours engaged in this work is to be marked on Biometric System in consultation with Civil & Personnel Department.

01/10/24

Staff Officer (Civil)
Dudhichua Area

5323

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

एन सी एल
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Civil/Dudhichua Area

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An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company
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Phone: 05446-232204/07805-226920, (FAX) 05446 – 233614 email: gmdch.ncl@coalindia.in

16. All the clauses of Safety Code of the Tender Document, as laid down in Additional Safety Measures to be taken by the contractor, are to be strictly followed.
17. **Project Engineer (Civil)/Mines, Dudhichua** will be the **Engineer-in-charge** for the aforesaid work. Please contact **Project Engineer (Civil)/Mines, Dudhichua** for instruction regarding commencement of work.

Yours Faithfully

01/10/21

Staff Officer (Civil)
Dudhichua Area

323

Copy to:

1. CVO, Singrauli
2. GM, Dudhichua Area
3. GM(C),HOD, NCL HQ, Singrauli
4. PO/DCH
5. I/C Quality Control/HQ (Civil)- with a request to collect the samples as per norms from the site during execution of the work.
6. AFM, Dudhichua Area --- In reference to Budget **For Rs.12,35,905.64 Financial Year: 2021-2022 Certified Towards FC-FY 21-22: REG.1/121/35 Date-27.09.2021 Under Head- Service Buiding Repair (Civil)**
7. SO(P),Dudhichua Area
8. Chief Manager (Civil)/Mines/Dudhichua to ensure the execution strictly as per CPWD / MPPWD/ MORTH specifications wherever applicable & to ensure clause 8 of NIT i.e. Quality Assurance - Materials and Workmanship & ensuring testing of materials as per norms.
9. Asst. Manager (Civil)/Tender Cell/Dudhichua
10. Asst. Manager(Civil)/Mines/DCH
11. Regional Labour Commissioner(C), Bhoot Nath Ashram, Sarvodaya Nagar, Kanpur-208005(UP)
12. Assistant Labour Commissioner(C),189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP)
13. Labour Enforcing Officer (C), 189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP)

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

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No. NCL/DCH/SO(C)/F-1123/LOA/2021-22/ETN-34/ 259 Date: 29.03.2022

To,

M/s. BISHEN AND BROTHERS,
AMBEDKAR NAGAR, SHAKTINAGAR
Distt.-SONEBHADRA, UP - 231222
Email ID: bishenandbrothers1@gmail.com,
Mobile No. : 9415621418

Bank A/c No. : 426101010012018
Bank Name : UBI, Dudhichua
PAN No : ALTPS1751L
GSTIN No : 23ALTPS1751L1ZK

Subject : Letter of Acceptance for the work **"Cleaning and desilting of sumps, drains, culverts along with other protection work at Khadia side dump toe area at Dudhichua Project"**

Reference : Your offer in response to Tender Notice No: DCH/SO(C)/21-22/ETN-34 Dated 14.02.2022.

Dear Sir,

Pursuant to the above Tender / Bid Notice, Tender / Bids were invited for the above mentioned work and you had submitted a Tender in response to the aforesaid Tender / Bid Notice as per the Terms & Conditions stipulated for submission of Tender / Bid, which shall form part of this LOA.

With reference to the above, this is to communicate that the competent authority of M/s Northern Coalfields Limited has awarded the subject work to you for an amount of **₹ 77,60,518.53 (₹ 65,76,710.62 + GST @ 18% ₹ 11,83,807.91), i.e., (Rupees Seventy Seven Lakh Sixty Thousand Five Hundred Eighteen and Paisa Fifty Three),** subject to the following conditions / stipulations, in addition to those set out in the Tender / Bid Notice –

(1) All the materials, equipment and manpower required for the work will be arranged by you.

(2) You are required to submit the Registration / License under Contract Labour (R&A) Act, 1970 within 10 (Ten) days from the date of receipt of this Letter of Acceptance, if required.

(3) The Performance Security (i.e., the 1st part of Security Deposit) shall be 3% of the Contract Value amounting to **Rs. 2,32,816/- (Rupees Two Lakh Thirty Two Thousand Eight Hundred Sixteen Only).** The **earnest money** amounting to **Rs. 1,56,200/-** deposited by you vide **Bank/UTR No.- 101267467 and PRN No.- 241525791387 through Axis Agreegator Bank Netbanking** has been taken into account as part of Performance Security. Also **Rs. 76,616/- (Rupees Seventy Six Thousand Six Hundred Sixteen Only) is required** as balance amount of Performance Security. In addition to above, all running on account bill shall be paid @ 95% of Work Value and the 5% deduction such made, shall form the Retention Money, i.e., the 2nd part of Security Deposit.

(4) You will have to deposit **Additional Performance Security** of **Rs. 38,92,379.22/- (Rupees Thirty Eight Lakh Ninety Two Thousand Three Hundred Seventy Nine and Paise twenty two Only)** as per clause no **14.2 of ITB**.

(5) You are required to **submit the following within 21 days (Twenty one days) from the date of receipt of this letter of acceptance** for issuing formal Work Order for the work –

29.03.22

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

एन सी एल
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(a) **Rs. 76,616/- (Rupees Seventy Six Thousand Six Hundred Sixteen Only) is required** as balance amount of Performance Security in acceptable form;
(b) **Rs. 38,92,379.22/- (Rupees Thirty Eight Lakh Ninety Two Thousand Three Hundred Seventy Nine and Paise twenty two Only) as Additional Performance Security (APS)** in acceptable form;
(c) Self attested Copy of GST Registration Certificate& Service Accounting Code (SAC) of works/services;
(d) Self attested Copy of Income Tax PAN;
(e) Self attested Copy of Proprietorship Deed / Partnership Deed / Power of Attorney etc.;
(f) Self attested Copy of CMPF / EPF Registration or copy of affidavit for implementation of CMPF Act;
(g) Authorization form for e payment duly filled in, signed & sealed;
(h) Non Judicial Stamp Paper for Rs. 500.00 of UP state;
(i) PERT / BAR Chart showing percentage of periodical progress for completion of work, signed & sealed;
(j) Self attested Copy of the letter of site hand over;
(k) A certificate issued by a practicing Chartered Accountant having a valid membership number with Institute of Chartered Accountant of India for complying of Anti-profiteering clause u/s 171 of CGST Act 2017 as well as office memorandum F.No. 296/07/2017-CX.9 dated 15th June 2017 issued by the Department of Revenue, Ministry of Finance, Govt. of India.

(6) If Security Money is deposited in the form of Bank Guarantee, it should be issued through Structural Financial Management System (SFMS) Platform as per the format given in the Tender Document.

(7) In case you fail to submit the Performance Security and Additional Performance Security, if any, within the stipulated time of 21 days then the award of work shall be cancelled with forfeiture of the Bid Security / Earnest Money, if any. Additionally, you will be banned from participating in future tenders in CIL and/or its subsidiaries for a period of minimum one year from the date of issue of such letter.

(8) The work shall be completed within **180 (One Hundred Eighty)** days from the date of commencement of the work. The date of commencement of the work shall be reckoned from the 10th day of issue of this Letter of Acceptance or from the 7th day of actual date of handing over of the site, whichever is later. However, the Date of Commencement can also be decided with mutual consent with the Contractor prior to the date as prescribed above.

(9) In case of failure to start the work within specified date of commencement of work as per Cl. No. (8), above, of the subject LOA, the company shall be at liberty by giving 15 days notice in writing to start the work, failing which to forfeit the earnest money deposited by you and to rescind the LOA and also debar you to take part in the future re-tender(s). Also, in place of a Bid Security (EMD), for defaults of which attract forfeiture of EMD as defined in the request for the bid documents, you will be banned for 1 (one) year from being eligible to submit bids in CIL and/or its subsidiaries, as per approval of competent authority of the company.

(10) The work should be executed as per the BOQ, General Terms and conditions, Additional Terms & Conditions, Scope of work, Special Terms & Conditions, CPWD specifications, BIS standards MPPWD / MORTH (in case of road work), description of the items of the accepted tender document and instruction of EIC.

(11) You are to employ, to the extent possible (as per policy decision of the company in effect from time to time), local project affected persons & pay wages not less than the minimum wages fixed by the respective state/Central Govt., as may be in force.

29.03.22

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

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(12) You shall depute yourself &/or your authorized representative having proper & sufficient powers, at the work site during the period of Contract to interact & receive instructions from the Department.

(13) You shall not pay less than the minimum wages to the labors engaged by you as per Minimum Wages Act or such other legislation or award of minimum wages fixed by the respective State Govt. or Central Govt., as may be in force.

(14) You should ensure implementation of CMPF and Allied Scheme and Miscellaneous Provision Act, 1948 Employees Provident Fund and Miscellaneous Provisions Act, 1952 as the case may be and allied scheme framed there under in respect of workers deployed by you and will have to recover statutory dues and deposit the same along with employer's contribution (Contractor's share) to the respective CMPF/EPF Office and to submit statutory return under intimation to the Principal Employer.

(15) All duties, taxes (excluding GST & GST Compensation Cess, if applicable), local, municipal, provincial or central etc. and other levies, royalty, building & construction workers cess (if applicable), etc. as payable shall be to yours account and shall be deemed to have been included in the tendered rate for the work to be executed. Payment of GST & GST Compensation Cess shall be dealt as per NIT Provisions, GST Act Rules, and other stipulations as mentioned in this letter, & as prevailing at respective times, as per extant rules.

(16) Regarding GST, the following may please be noted –

(a) GST will be reimbursed on production of uploaded invoice / documentary evidence. Amount of statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2A of NCL in common portal of GST and after submission of documentary evidence of deposition of GST Taxes and fling of GST Returns.
(b) You will have to pass on Input Tax Credit by way of enclosing original Tax input invoice with bill.
(c) All invoices submitted by you will have to be in the form of GST invoice giving all details as required under the law. You will raise invoice strictly adhering to provisions of Section 31 under CGST Act 2017 along with Rule 46 & 47 of CGST Rule, 2017 You will indicate the rate as well as amount of CGST, SGST or IGST in invoice You will upload the details of invoice on GST portal as per the provisions of GST Act Invoice issued by you should bear GST Registration Number of NCL [23AABCN4884H1ZE (MP) &09AABCN4884H1Z4 (UP)] to enable NCL to claim input tax credit.
(d) You will file all the Returns and details as applicable under GST Laws & Rules within due dates.
(e) You will give an undertaking on invoice or as separate Annexure along with the invoice that the invoice! applicable GST Returns has been / will be uploaded on GST Portal within due time as prescribed in CGST Act and CGST, SGST or IGST has been deposited as per the provisions of GST Act and rules thereof.
(f) If there is any delay of payment against the Invoice due to your fault and if any reversal of input tax arises, the same will be recovered from you along with interest and penalty if any as paid by NCL due to reversal.
(g) In case the GST rating of vendor on the GST Portal/Government's official website is negative/black listed at any stage even after award of work NCL has right to cancel the Letter of Award. NCL shall not be obliged or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with a penalties interest if any incurred by NCL.
(h) You will issue credit note as per the provisions of Rule 53 of CGST Rule, 2017 on quality deduction of Liquidated Damages, if any arises.
(i) If you default in uploading the invoice/applicable GST Returns or default in deposit of applicable GST Taxes, NCL reserves the right to upload such defaulter on NCL website and may also debar you from participating in future tenders for a minimum period of one year.

29.03.22

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

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(17) As per clause 8.4 of GTC of NIT, Materials conforming to approved samples shall only be brought to site, as such, you immediately contact Project Engineer (Civil)/IC-I&M (Civil)/Dudhichua for the approval of samples of materials to be used in the work.

(18) The contractors shall register themselves on the Contract Labor Payment Management Portal (CLPMP) of CIL within 30 days and will have to enter and update periodically the following details in the portal –
(a) Work Order details;
(b) Contractor workers details and wages payment details in respect of each Work Order;
(c) Attendance of labours engaged in this work is to be marked on Biometric System in consultation with Personnel Department.

(19) All the clauses of Safety Code of the Tender Document, as laid down in Additional Safety Measures to be taken by the contractor, are to be strictly followed.

(20) Project Engineer (Civil) / IC-I&M (Civil), Dudhichua Project shall be the Engineer-in-charge for the work. Please contact Project Engineer (Civil) / IC-I&M (Civil), Project Dudhichua for instruction regarding commencement of work.

It is also requested you to point-out & inform us about any discrepancy, if occurred while issuing this letter, so as to get it corrected timely.

Encl : Copy of L1 Tendered BOQ.

Yours Faithfully,

22.07.22

Staff Officer (Civil),
Dudhichua Area

Copy to:
1. CVO/Singrauli;
2. GM/ Dudhichua Area;
3. GM(C)/HOD/ NCL HQ/ Singrauli;
4. PO/DCH;
5. I/C-Quality Control/HQ (Civil) - with a request to collect the samples of construction materials as per norms from the site during execution of the work;
6. AFM, Dudhichua Area - In reference to Budget For Rs 77,60,518.53, Financial Year: 2022-23 Certified Towards FC-FY 22-23: Reg. 1/150/3 Dated- 28.03.2022, under Head- Monsoon Preparation - Civil;
7. SO(P), Dudhichua Area- For implementation of various rules of payment of minimum wages & contribution towards CMPF/EPF & statutory provisions;
8. PE (Civil)/ IC-I&M(Civil), Dudhichua;
9. Regional Labour Commissioner(C), Bhoot Nath Ashram, Sarvodaya Nagar, Kanpur-208005(UP);
10. Assistant Labour Commissioner(C),189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP);
11. Labour Enforcing Officer (C), 189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP);
12. Work File 1123.

NORTHERN COALFIELDS LIMITED , DUDHICHUA PROJECT

Bill of Quantity for the work of "Cleaning and desilting of sumps, drains, culverts along with other protection work at Khadia side dump toe area at Dudhichua Project."

Name of Party- M/S. BISHEN AND BROTHERS

SL No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT In Rs. P
1	Earth work in exacavation in all kinds of soil/silt, all operation mechanically with all lifts complete as per instructions of EIC.(for all project of NCL)				
1.1	lead upto 50m	109380.98	cum	31.91	3490347.07
2	Earth work in excavation in all kind of soil/silt, all operation mechanically with all lifts complete as per instructions of EIC. (for all project of NCL)				
2.1	lead upto 1 Km	17472	cum	42.91	749723.52
3	Providing and fixing O.B filled bag	60000	NOS	6	360000.00
4	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :				
4.1	1:3:6 (1 Cement : 3 coarse sand (zone-III) : 6 graded stone aggregate 20 mm nominal size).	49.8	cum	5436.4	270732.72
5	Random rubble masonary with hard stone in foundation and plinth including levelling up with cement concrete 1:6:12 (1 cement : 6 coarse sand : 12 graded stone aggregates 20mm nominal size) up to plinth level with:				
5.1	Cement mortar 1:6 (1 cement :6 coarse sand)	836.64	cum	4832.45	4043020.97
6	Random rubble masonry with hard stone in superstructure above plinth level and up to floor level , including leveling up with cement concrete 1:6:12 (1cement :6 coarse sand :12 graded stone aggregate 20 mm nominal size) at windowsills,ceilingleveland the like.				
6.1	Cement mortar 1:6 (1 cement : 6 coarse sand)	283.86	cum	5900.75	1674986.90
			Total		**10588811.17**
			Percentage Quoted	37.89% Below	4012100.554
				Net Quoted Value Excluding GST	6576710.62
				GST @18%	1183807.91
				Award Value (Including GST@18%)	**7760518.53**

29.03.22

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

एन सी एल
NCL

Northern Coalfields Limited
(AMiniratna Company)
(A subsidiary of Coal India Limited)

Civil/Dudhichua Area

CIN- U10102MP1985GOI003160
An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company
Post- Khadia, Dist.Sonebhadra (UP) PIN-231222
Phone: 05446-232204/07805-226920, (FAX) 05446 – 233614 email: gmdch.ncl@coalindia.in

Date: 05.04.22

No. NCL/DCH/SO(C)/F-1129/LOA/2022-23/ETN-47/03

To,
M/s. SUMAN ENGINEERING WORKS,
Type III, Qtr No.-9, JME
Shaktinagar, Sonebhadra (U.P)
Email ID: sew.kps@gmail.com
Mobile No. : 9452869330

Bank A/c No. : 414805010000256
Bank Name : UBI, Shaktinagar
PAN No : AAIFM8198H
GSTIN No : 09 AAIFM8198H 1ZL

Subject : Letter of Acceptance for the work **"Cleaning and desilting of sumps, drains, culverts, road side berms along with gabion walls & RRM at various places in East Section, West Section including Wharf-wall area with railway track, Central Entry including Workshop, Store, CHP premises at Dudhichua Project."**

Reference : Your offer in response to Tender Notice No: DCH/SO(C)/21-22/ETN-47 Dated 12.03.2022.

Dear Sir,

Pursuant to the above Tender / Bid Notice, Tender / Bids were invited for the above mentioned work and you had submitted a Tender in response to the aforesaid Tender / Bid Notice as per the Terms & Conditions stipulated for submission of Tender / Bid, which shall form part of this LOA.

With reference to the above, this is to communicate that the competent authority of M/s Northern Coalfields Limited has awarded the subject work to you for an amount of **₹ 2,56,35,080.12 (₹ 2,17,24,644.17 + GST @ 18% ₹ 39,10,435.95), i.e., (Rupees Two Crore Fifty Six Lakh Thirty Five Thousand Eighty and Twelve Paisa Only),** subject to the following conditions / stipulations, in addition to those set out in the Tender / Bid Notice –

(1) All the materials, equipment and manpower required for the work will be arranged by you.

(2) You are required to submit the Registration / License under Contract Labour (R&A) Act, 1970 within 10 (Ten) days from the date of receipt of this Letter of Acceptance, if required.

(3) The Performance Security (i.e., the 1st part of Security Deposit) shall be 3% of the Contract Value amounting to **Rs. 7,69,053/- (Rupees Seven Lakh Sixty Nine Thousand Fifty Three Only).** The **earnest money** amounting to **Rs. 5,21,200/-** deposited by you vide **Bank/UTR No.- 103424673 and PRN No.- 247103810214 through Axis Agreegator Bank Netbanking** has been taken into account as part of Performance Security. Also **Rs. 2,47,853/- (Rupees Two Lakh Forty Seven Thousand Eight Hundred Fifty Three Only) is required** as balance amount of Performance Security. In addition to above, all running on account bill shall be paid @ 95% of Work Value and the 5% deduction such made, shall form the Retention Money, i.e., the 2nd part of Security Deposit.

(4) You will have to deposit **Additional Performance Security of Rs. 1,10,02,573.04/- (Rupees One Crore Ten Lakh Two Thousand Five Hundred Seventy Three and Paise Four Only)** as per clause no **14.2 of ITB.**

(5) You are required to **submit the following within 21 days (Twenty one days) from the date of receipt of this letter of acceptance** for issuing formal Work Order for the work –

05.04.22
Staff Officer (Civil)
Dudhichua Area

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

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(a) **Rs. 2,47,853/- (Rupees Two Lakh Forty Seven Thousand Eight Hundred Fifty Three Only) is required** as balance amount of Performance Security in acceptable form;
(b) **Rs.1,10,02,573.04/- (Rupees One Crore Ten Lakh Two Thousand Five Hundred Seventy Three and Paise Four Only)** as **Additional Performance Security (APS)** in acceptable form;
(c) Self attested Copy of GST Registration Certificate& Service Accounting Code (SAC) of works/services;
(d) Self attested Copy of Income Tax PAN;
(e) Self attested Copy of Proprietorship Deed / Partnership Deed / Power of Attorney etc.;
(f) Self attested Copy of CMPF / EPF Registration or copy of affidavit for implementation of CMPF Act;
(g) Authorization form for e payment duly filled in, signed & sealed;
(h) Non Judicial Stamp Paper for Rs. 500.00 of UP state;
(i) PERT / BAR Chart showing percentage of periodical progress for completion of work, signed & sealed;
(j) Self attested Copy of the letter of site hand over;
(k) A certificate issued by a practicing Chartered Accountant having a valid membership number with Institute of Chartered Accountant of India for complying of Anti-profiteering clause u/s 171 of CGST Act 2017 as well as office memorandum F.No. 296/07/2017-CX.9 dated 15th June 2017 issued by the Department of Revenue, Ministry of Finance, Govt. of India.

(6) If Security Money is deposited in the form of Bank Guarantee, it should be issued through Structural Financial Management System (SFMS) Platform as per the format given in the Tender Document.

(7) In case you fail to submit the Performance Security and Additional Performance Security, if any, within the stipulated time of 21 days then the award of work shall be cancelled with forfeiture of the Bid Security / Earnest Money, if any. Additionally, you will be banned from participating in future tenders in CIL and/or its subsidiaries for a period of minimum one year from the date of issue of such letter.

(8) The work shall be completed within **180 (One Hundred Eighty)** days from the date of commencement of the work. The date of commencement of the work shall be reckoned from the 10th day of issue of this Letter of Acceptance or from the 7th day of actual date of handing over of the site, whichever is later. However, the Date of Commencement can also be decided with mutual consent with the Contractor prior to the date as prescribed above.

(9) In case of failure to start the work within specified date of commencement of work as per Cl. No. (8), above, of the subject LOA, the company shall be at liberty by giving 15 days notice in writing to start the work, failing which to forfeit the earnest money deposited by you and to rescind the LOA and also debar you to take part in the future re-tender(s). Also, in place of a Bid Security (EMD), for defaults of which attract forfeiture of EMD as defined in the request for the bid documents, you will be banned for 1 (one) year from being eligible to submit bids in CIL and/or its subsidiaries, as per approval of competent authority of the company.

(10) The work should be executed as per the BOQ, General Terms and conditions, Additional Terms & Conditions, Scope of work, Special Terms & Conditions, CPWD specifications, BIS standards MPPWD / MORTH (in case of road work), description of the items of the accepted tender document and instruction of EIC.

(11) You are to employ, to the extent possible (as per policy decision of the company in effect from time to time), local project affected persons & pay wages not less than the minimum wages fixed by the respective state/Central Govt., as may be in force.

25.04.22
Staff Officer (Civil)
Dudhichua Area

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(मिनिरत्न कंपनी)
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(12) You shall depute yourself &/or your authorized representative having proper & sufficient powers, at the work site during the period of Contract to interact & receive instructions from the Department.

(13) You shall not pay less than the minimum wages to the labors engaged by you as per Minimum Wages Act or such other legislation or award of minimum wages fixed by the respective State Govt. or Central Govt., as may be in force.

(14) You should ensure implementation of CMPF and Allied Scheme and Miscellaneous Provision Act, 1948 Employees Provident Fund and Miscellaneous Provisions Act, 1952 as the case may be and allied scheme framed there under in respect of workers deployed by you and will have to recover statutory dues and deposit the same along with employer's contribution (Contractor's share) to the respective CMPF/EPF Office and to submit statutory return under intimation to the Principal Employer.

(15) All duties, taxes (excluding GST & GST Compensation Cess, if applicable), local, municipal, provincial or central etc. and other levies, royalty, building & construction workers cess (if applicable), etc. as payable shall be to yours account and shall be deemed to have been included in the tendered rate for the work to be executed. Payment of GST & GST Compensation Cess shall be dealt as per NIT Provisions, GST Act Rules, and other stipulations as mentioned in this letter, & as prevailing at respective times, as per extant rules.

(16) Regarding GST, the following may please be noted –

(a) GST will be reimbursed on production of uploaded invoice / documentary evidence. Amount of statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2A of NCL in common portal of GST and after submission of documentary evidence of deposition of GST Taxes and fling of GST Returns.
(b) You will have to pass on Input Tax Credit by way of enclosing original Tax input invoice with bill.
(c) All invoices submitted by you will have to be in the form of GST invoice giving all details as required under the law. You will raise invoice strictly adhering to provisions of Section 31 under CGST Act 2017 along with Rule 46 & 47 of CGST Rule, 2017 You will indicate the rate as well as amount of CGST, SGST or IGST in invoice You will upload the details of invoice on GST portal as per the provisions of GST Act Invoice issued by you should bear GST Registration Number of NCL [23AABCN4884H1ZE (MP) &09AABCN4884H1Z4 (UP)] to enable NCL to claim input tax credit.
(d) You will file all the Returns and details as applicable under GST Laws & Rules within due dates.
(e) You will give an undertaking on invoice or as separate Annexure along with the invoice that the invoice! applicable GST Returns has been / will be uploaded on GST Portal within due time as prescribed in CGST Act and CGST, SGST or IGST has been deposited as per the provisions of GST Act and rules thereof.
(f) If there is any delay of payment against the Invoice due to your fault and if any reversal of input tax arises, the same will be recovered from you along with interest and penalty if any as paid by NCL due to reversal.
(g) In case the GST rating of vendor on the GST Portal/Government's official website is negative/black listed at any stage even after award of work NCL has right to cancel the Letter of Award. NCL shall not be obliged or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with a penalties interest if any incurred by NCL.
(h) You will issue credit note as per the provisions of Rule 53 of CGST Rule, 2017 on quality deduction of Liquidated Damages, if any arises.
(i) If you default in uploading the invoice/applicable GST Returns or default in deposit of applicable GST Taxes, NCL reserves the right to upload such defaulter on NCL website and may also debar you from participating in future tenders for a minimum period of one year.

05.04.22
Staff Officer (Civil)
Dudhichua Area

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

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Civil/Dudhichua Area

Digital India
Power To Empower

स्वच्छ भारत
एक कदम स्वच्छता की ओर

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Phone: 05446-232204/07805-226920, (FAX) 05446 – 233614 email: gmdch.ncl@coalindia.in

(17) As per clause 8.4 of GTC of NIT, Materials conforming to approved samples shall only be brought to site, as such, you immediately contact Project Engineer (Civil)/IC-I&M (Civil)/Dudhichua for the approval of samples of materials to be used in the work.

(18) The contractors shall register themselves on the Contract Labor Payment Management Portal (CLPMP) of CIL within 30 days and will have to enter and update periodically the following details in the portal –
(a) Work Order details;
(b) Contractor workers details and wages payment details in respect of each Work Order;
(c) Attendance of labours engaged in this work is to be marked on Biometric System in consultation with Personnel Department.

(19) All the clauses of Safety Code of the Tender Document, as laid down in Additional Safety Measures to be taken by the contractor, are to be strictly followed.

(20) Project Engineer (Civil) / IC-I&M (Civil), Dudhichua Project shall be the Engineer-in-charge for the work. Please contact Project Engineer (Civil) / IC-I&M (Civil), Project Dudhichua for instruction regarding commencement of work.

It is also requested you to point-out & inform us about any discrepancy, if occurred while issuing this letter, so as to get it corrected timely.

Yours Faithfully

05.04.22

Staff Officer (Civil),
Dudhichua Area

Staff Officer (Civil)
Dudhichua Area

(5.4.22)

Encl : Copy of L1 Tendered BOQ.

Copy to:
1. CVO/Singrauli;
2. GM/ Dudhichua Area;
3. GM(C)/HOD/ NCL HQ/ Singrauli;
4. PO/DCH;
5. I/C-Quality Control/HQ (Civil) - with a request to collect the samples of construction materials as per norms from the site during execution of the work;
6. AFM, Dudhichua Area - In reference to Budget For Rs 2,56,35,080.04, Financial Year: 2022-23 Certified Towards FC-FY 22-23: Reg. 1/150/5 Dated- 05.04.2022, under Head- Monsoon Preparation - Civil;
7. SO(P), Dudhichua Area- For implementation of various rules of payment of mininmum wages & contribution towards CMPF/EPF & statutory provisions;
8. PE (Civil)/ IC-I&M(Civil), Dudhichua;
9. Regional Labour Commissioner(C), Bhoot Nath Ashram, Sarvodaya Nagar, Kanpur-208005(UP);
10. Assistant Labour Commissioner(C),189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP);
11. Labour Enforcing Officer (C), 189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP);
12. Work File 1129.

(1/5)

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

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DUDHICHUA AREA
Civil Engineering Department

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Office of the General Manager, Dudhichua Area, NCL,
Post: Khadia, Distt: Sonebhadra, U.P., PIN: 231222
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No. NCL/DCH/SO(C)/F--1218/LOA/2023-24/ETN-46/ 75 **Date :** 02.05.23

To,

M/s. R.K.Brothers,
Near Brahma Kumari Ashram,
Waidhan, Distt.-Singrauli, MP - 486886
Email Id: rkbrotherscp@gmail.com
Mobile No. : 9407303385

Bank A/c No.	**: 426101010028027**
Bank Name	**: UBI, Dudhichua**
PAN No	**: AAIFR5677G**
GSTIN No	**: 23 AAIFR5677G 1ZY**

Subject : Letter of Acceptance for the work **"Providing & Laying HDPE pipe for protection from dump erosion at Dudhichua Project."**

Reference : **1.** Your offer in response to Tender Notice No: DCH/SO(C)/22-23/ETN-46 Dated- 30.03.2023,
2. E-office No.- 1068688.
3. Tender Id : 2023_NCL_276815_1.

Dear Sir,

Pursuant to the above Tender / Bid Notice, Tender / Bids were invited for the above mentioned work and you had submitted a Tender in response to the aforesaid Tender / Bid Notice as per the Terms & Conditions stipulated for submission of Tender / Bid, which shall form part of this LOA.

With reference to the above, this is to communicate that the competent authority of M/s Northern Coalfields Limited has awarded the subject work to you for an amount of **₹ 1,37,01,486.52 (₹ 1,16,11,429.26 + GST @ 18% ₹ 20,90,057.26), i.e., (Rupees Twenty Lakh Ninety Thousand Fifty Seven and Paise Twenty Six Only),** subject to the following conditions / stipulations, in addition to those set out in the Tender / Bid Notice –

Sl No.	Estimated cost put to tender incl. GST	Quotes percentage by L1 bidder w.r.t estimated cost put to tender	Accepted/Awarded amount incl.GST
1.	1,62,32,065.55	15.59% Below	1,37,01,486.52

(1) All the materials, equipment and manpower required for the work will be arranged by you.

(2) You are required to submit the Registration / License under Contract Labour (R&A) Act, 1970 within 10 (Ten) days from the date of receipt of this Letter of Acceptance, if required.

(3) The Performance Security (i.e., the 1st part of Security Deposit) shall be 3% of the Contract Value amounting to **Rs. 4,11,045/- (Rupees Four Lakh Eleven Thousand Forty Five Only).** The **earnest money** amounting to **Rs.2,03,000.00** deposited by you vide **Bank/UTR No.- 133063173 and PRN No.- 286569941199 through Axis Agreegator Bank Netbanking** has been taken into account as part of Performance Security. Also **Rs. 2,08,045/- (Rupees Two Lakh Eight Thousand Forty Five Only) is required** as balance amount of Performance Security. In addition to above, all running on account bill shall be paid @ 95% of Work Value and the 5% deduction such made, shall form the Retention Money, i.e., the 2nd part of Security Deposit.

02.05.2023
Staff Officer (Civil)
Dudhichua Area

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

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(4) You will have to deposit **Additional Performance Security** of **Rs. 95,770.00/- (Rupees Ninety Five Thousand Seven Hundred Seventy Only)** as per clause no **14.2 of ITB**.

(5) You are required to **submit the following within 21 days (Twenty one days) from the date of receipt of this letter of acceptance** for issuing formal Work Order for the work –

(a) **Rs. 2,08,045/- (Rupees Two Lakh Eight Thousand Forty Five Only) is required** as balance amount of Performance Security in acceptable form;
(b) **Rs. 95,770.00/- (Rupees Ninety Five Thousand Seven Hundred Seventy Only) as APS** in acceptable form;
(c) Self attested Copy of GST Registration Certificate& Service Accounting Code (SAC) of works/services;
(d) Self attested Copy of Income Tax PAN;
(e) Self attested Copy of Proprietorship Deed / Partnership Deed / Power of Attorney etc.;
(f) Self attested Copy of CMPF / EPF Registration or copy of affidavit for implementation of CMPF Act;
(g) Authorization form for e payment duly filled in, signed & sealed;
(h) Non Judicial Stamp Paper for Rs. 500.00 of UP state;
(i) PERT / BAR Chart showing percentage of periodical progress for completion of work, signed & sealed;
(j) Self attested Copy of the letter of site hand over;
(k) A certificate issued by a practicing Chartered Accountant having a valid membership number with Institute of Chartered Accountant of India for complying of Anti-profiteering clause u/s 171 of CGST Act 2017 as well as office memorandum F.No. 296/07/2017-CX.9 dated 15th June 2017 issued by the Department of Revenue, Ministry of Finance, Govt. of India.

(6) If Security Money is deposited in the form of Bank Guarantee, it should be issued through Structural Financial Management System (SFMS) Platform as per the format given in the Tender Document.

(7) In case you fail to submit the Performance Security and Additional Performance Security, if any, within the stipulated time of 21 days then the award of work shall be cancelled with forfeiture of the Bid Security / Earnest Money, if any.

(8) The work shall be completed within **120 (One Hundred Twenty)** days from the date of commencement of the work. The date of commencement of the work shall be reckoned from the 10th day of issue of this Letter of Acceptance or from the 7th day of actual date of handing over of the site, whichever is later. However, the Date of Commencement can also be decided with mutual consent with the Contractor prior to the date as prescribed above.

(9) In case of failure to start the work within specified date of commencement of work as per Cl. No. (7), above, of the subject LOA, the company shall be at liberty by giving 15 days notice in writing to start the work, failing which to forfeit the earnest money deposited by you and to rescind the LOA and also debar you to take part in the future re-tender(s). Also, in place of a Bid Security (EMD), for defaults of which attract forfeiture of EMD as defined in the request for the bid documents, you will be banned for 1 (one) year from beirg eligible to submit bids in CIL and/or its subsidiaries, as per approval of competent authority of the company.

(10) The work should be executed as per the BOQ, General Terms and conditions, Additional Terms & Conditions, Scope of work, Special Terms & Conditions, CPWD specifications, BIS standards MPPWD / MORTH (in case of road work), description of the items of the accepted tender document and instruction of EIC.

02.01.2023
Staff Officer (Civil)
Dudhichua Area

3/5

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

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(11) You are to employ, to the extent possible (as per policy decision of the company in effect from time to time), local project affected persons & pay wages not less than the minimum wages fixed by the respective state/Central Govt., as may be in force.

(12) You shall depute yourself &/or your authorized representative having proper & sufficient powers, at the work site during the period of Contract to interact & receive instructions from the Department.

(13) You shall not pay less than the minimum wages to the labors engaged by you as per Minimum Wages Act or such other legislation or award of minimum wages fixed by the respective State Govt. or Central Govt., as may be in force.

(14) You should ensure implementation of CMPF and Allied Scheme and Miscellaneous Provision Act, 1948 Employees Provident Fund and Miscellaneous Provisions Act, 1952 as the case may be and allied scheme framed there under in respect of workers deployed by you and will have to recover statutory dues and deposit the same along with employer's contribution (Contractor's share) to the respective CMPF/EPF Office and to submit statutory return under intimation to the Principal Employer.

(15) All duties, taxes (excluding GST & GST Compensation Cess, if applicable), local, municipal, provincial or central etc. and other levies, royalty, building & construction workers cess (if applicable), etc. as payable shall be to yours account and shall be deemed to have been included in the tendered rate for the work to be executed. Payment of GST & GST Compensation Cess shall be dealt as per NIT Provisions, GST Act Rules, and other stipulations as mentioned in this letter, & as prevailing at respective times, as per extant rules.

(16) Regarding GST, the following may please be noted –

(a) GST will be reimbursed on production of uploaded invoice / documentary evidence. Amount of statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2A of NCL in common portal of GST and after submission of documentary evidence of deposition of GST Taxes and fling of GST Returns.
(b) You will have to pass on Input Tax Credit by way of enclosing original Tax input invoice with bill.
(c) All invoices submitted by you will have to be in the form of GST invoice giving all details as required under the law. You will raise invoice strictly adhering to provisions of Section 31 under CGST Act 2017 along with Rule 46 & 47 of CGST Rule, 2017 You will indicate the rate as well as amount of CGST, SGST or IGST in invoice You will upload the details of invoice on GST portal as per the provisions of GST Act Invoice issued by you should bear GST Registration Number of NCL [23AABCN4884H1ZE (MP) &09AABCN4884H1Z4 (UP)] to enable NCL to claim input tax credit.
(d) You will file all the Returns and details as applicable under GST Laws & Rules within due dates.
(e) You will give an undertaking on invoice or as separate Annexure along with the invoice that the invoice! applicable GST Returns has been / will be uploaded on GST Portal within due time as prescribed in CGST Act and CGST, SGST or IGST has been deposited as per the provisions of GST Act and rules thereof.
(f) If there is any delay of payment against the Invoice due to your fault and if any reversal of input tax arises, the same will be recovered from you along with interest and penalty if any as paid by NCL due to reversal.
(g) In case the GST rating of vendor on the GST Portal/Government's official website is negative/black listed at any stage even after award of work NCL has right to cancel the Letter of Award. NCL shall not be obliged or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with a penalties interest if any incurred by NCL.
(h) You will issue credit note as per the provisions of Rule 53 of CGST Rule, 2017 on quality deduction of Liquidated Damages, if any arises.

02.05.2023
Staff Officer (Civil)
Dudhichua Area

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

एन सी एल
NCL

Northern Coalfields Limited
(A Mini Ratna Company)
(A subsidiary of Coal India Limited)

DUDHICHUA AREA
Civil Engineering Department

CIN- U10102MP1985GOI003160
An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company

Office of the General Manager, Dudhichua Area, NCL,
Post: Khadia, Distt: Sonebhadra, U.P., PIN: 231222
Phone: 05446-232204 / 07805-226920, FAX: 05446-233614, Email: gmdch.ncl@coalindia.in

(i) If you default in uploading the invoice/applicable GST Returns or default in deposit of applicable GST Taxes, NCL reserves the right to upload such defaulter on NCL website and may also debar you from participating in future tenders for a minimum period of one year.

(17) As per clause 8.4 of GTC of NIT, Materials conforming to approved samples shall only be brought to site, as such, you immediately contact Project Engineer (Civil)/IC-I&M (Civil)/Dudhichua for the approval of samples of materials to be used in the work.

(18) The contractors shall register themselves on the Contract Labor Payment Management Portal (CLPMP) of CIL within 30 days and will have to enter and update periodically the following details in the portal –
(a) Work Order details;
(b) Contractor workers details and wages payment details in respect of each Work Order;
(c) Attendance of labours engaged in this work is to be marked on Biometric System in consultation with Personnel Department.

(19) All the clauses of Safety Code of the Tender Document, as laid down in Additional Safety Measures to be taken by the contractor, are to be strictly followed.

(20) Project Engineer (Civil) / IC-I&M (Civil), Dudhichua Project shall be the Engineer-in-charge for the work. Please contact Project Engineer (Civil) / IC-I&M (Civil), Project Dudhichua for instruction regarding commencement of work.

It is also requested you to point-out & inform us about any discrepancy, if occurred while issuing this letter, so as to get it corrected timely.

Yours Faithfully

02.05.2023

Staff Officer (Civil),
NCL, Dudhichua Area

(02-05-23)

Encl : Copy of L1 Tendered BOQ.

Copy to:
1. CVO/Singrauli;
2. GM/ Dudhichua Area;
3. GM(C)/HOD/ NCL HQ/ Singrauli;
4. PO/DCH;
5. I/C-Quality Control/HQ (Civil) - with a request to collect the samples of construction materials as per norms from the site during execution of the work;
6. AFM, Dudhichua Area - In reference to Budget For Rs 1,37,01,486.52, Financial Year: 2023-24 Certified Towards FC-FY 23-24: Reg.1/150/7 Dated- 30.04.2023, under Head- Monsoon Preparation - Civil;
7. SO(P), Dudhichua Area- For implementation of various rules of payment of mininmum wages & contribution towards CMPF/EPF & statutory provisions;
8. PE (Civil)/ IC-I&M(Civil), Dudhichua;
9. Regional Labour Commissioner(C), Bhoot Nath Ashram, Sarvodaya Nagar, Kanpur-208005(UP);
10. Assistant Labour Commissioner(C),189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP);
11. Labour Enforcing Officer (C), 189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP);
12. Work File 1218.

Validate | Print | Help

Percentage BoQ

Tender Inviting Authority: STAFF OFFICER (Civil), DUDHICHUA AREA

Name of Work : **Providing and laying HDPE pipe for protection from dump erosion at Dudhichua Project.**

(NIT No : DCH/SO(C)/22-23/ETN-46 DATED: 30.03.2023)

	Category of Services (To Be Selected by Department)	Category of Bidder(To Be Selected by Bidder)	To Be Entered by Department		
ITC Available	Works Contract	Bidder's Status (Mandatory)	Rate of GST (in %)	GST to be Paid By Bidder (in Rs.)	GST to be Paid By OIL/Liability (in Rs.)
Name of the Bidder/ Bidding Firm / Company :	**R.K.BROTHERS**	GST Registered Bidder	18.00	2090057.27	0.00

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT in Rs. P	TOTAL AMOUNT in Words
1	2	3	4	5	6	7
1	Earth work in exacavation in all kinds of soil/silt, all operation mechanically with all lifts complete as per instructions of EIC. (for all project of NCL)					
1.1	lead upto 50m	1700	cum	40.07	**68119.00**	INR Sixty Eight Thousand One Hundred & Nineteen Only
2	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : 1:2:4 (1 cement : 2 coarse sand (zone-III) : 4 graded stone aggregate 20 mm nominal size).	255	cum	6016.45	**1534194.75**	INR Fifteen Lakh Thirty Four Thousand One Hundred & Ninety Four and Paise Seventy Five Only
3	Random rubble masonary with hard stone in foundation and plinth including levelling up with cement concrete 1:6:12 (1 cement : 6 coarse sand : 12 graded stone aggregates 20mm nominal size) up to plinth level with:					
3.1	Cement mortar 1:6 (1 cement :6 coarse sand)	280	cum	4832.45	**1353086.00**	INR Thirteen Lakh Fifty Three Thousand &Eighty Six Only
4	12 mm cement plaster finished with a floating coat of neat cement of mix :					
4.1	1:4 (1 cement: 4 fine sand)	455	sqm	271.6	**123578.00**	INR One Lakh Twenty Three Thousand Five Hundred & Seventy Eight Only
5	Providing and fixing mild steel round holding down bolts with nuts and washer plates complete.	600	kg	76.6	**45960.00**	INR Forty Five Thousand Nine Hundred & Sixty Only
6	Structural steel work in single section, fixed with or without connecting plate, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	400	kg	93.25	**37300.00**	INR Thirty Seven Thousand Three Hundred Only
7	Providing, Laying, Jointing & field testing of HDPE pipes (High Density Polyethylene Pipes) confirming to IS 4984/14151/12786/13488 with necessary jointing material like mechanical connector of jointing pipes by heating to the ends of pipes with the help of Teflon coated electric mirror/ heater to the required temperature and then pressing the ends together against each other, to form a monolithic & leak proof joint by thermosetting process. It may be required to be done with Jack/ Hydraulic Jacks/ Butt fusion machine. (50 mm & above fusion jointed & below 50mm mechanical jointed) 315mm dia. (6kg/sq.cm.)	3750	R. meter	2825	**10593750.00**	INR One Crore Five Lakh Ninety Three Thousand Seven Hundred & Fifty Only
8	Total impact of GST for the purpose of GTC	1.000	Nos	0.00	**0.00**	INR Zero Only
Total in Figures					11611429.25	INR One Crore Thirty Seven Lakh Fifty Five Thousand Nine Hundred & Eighty Seven and Paise Seventy Five Only
Quoted Rate in Figures			Less (-)	15.59%	11611429.25	INR One Crore Sixteen Lakh Eleven Thousand Four Hundred & Twenty Nine and Paise Twenty Six Only
Quoted Rate in Words	INR One Crore Sixteen Lakh Eleven Thousand Four Hundred & Twenty Nine and Paise Twenty Six Only					

02.05.2023

Staff Officer (Civil)
Dudhichua Area

(02.05.23)

(1/5)

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

Northern Coalfields Limited
(A Mini Ratna Company)
(A subsidiary of Coal India Limited)

DUDHICHUA AREA
Civil Engineering Department

CIN- U10102MP1985GOI003160
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Office of the General Manager, Dudhichua Area, NCL,
Post: Khadia, Distt: Sonebhadra, U.P., PIN: 231222
Phone: 05446-232204 / 07805-226920, FAX: 05446-233614, Email: gmdch.ncl@coalindia.in

No. NCL/DCH/SO(C)/F-1219/LOA/2023-24/ETN-45/ 80 **Date :** 02.05.23

To,

M/s Bishen And Brothers,
Ambedkar Nagar,Shaktinagar,
Distt- Sonebhadra (U.P.),
Email ID : bishenandbrothers1@gmail.com
Mobile No. : 9415621418

Bank A/c No.	**: 426101010012018**
Bank Name	**: UBI, Dudhichua**
PAN No	**: ALTPS1751L**
GSTIN No	**: 23ALTPS1751L1ZK**

Subject : Letter of Acceptance for the work **"Cleaning and desilting of sumps, drains, culverts along with gabion walls at various places in East Section, West Section, Central Entry including CHP Premises at Dudhichua Project."**

Reference : 1. Your offer in response to Tender Notice No: DCH/SO(C)/22-23/ETN-45 Dated- 27.03.2023,
2. E-office No.- 1064875.
3. Tender Id : 2023_NCL_276633_1.

Dear Sir,

Pursuant to the above Tender / Bid Notice, Tender / Bids were invited for the above mentioned work and you had submitted a Tender in response to the aforesaid Tender / Bid Notice as per the Terms & Conditions stipulated for submission of Tender / Bid, which shall form part of this LOA.

With reference to the above, this is to communicate that the competent authority of M/s Northern Coalfields Limited has awarded the subject work to you for an amount of **₹ 2,13,75,614.99 (₹ 1,81,14,927.96 + GST @ 18% ₹ 32,60,687.03), i.e., (RupeesTwo Crore Thirteen Lakh Seventy Five Thousand Six Hundred Fourteen and Paise Ninety Nine Only),** subject to the following conditions / stipulations, in addition to those set out in the Tender / Bid Notice –

Sl No.	Estimated cost put to tender incl. GST	Quotes percentage by L1 bidder w.r.t estimated cost put to tender	Accepted/Awarded amount incl.GST
1.	3,49,84,639.93	38.90% Below	2,13,75,614.99

(1) All the materials, equipment and manpower required for the work will be arranged by you.

(2) You are required to submit the Registration / License under Contract Labour (R&A) Act, 1970 within 10 (Ten) days from the date of receipt of this Letter of Acceptance, if required.

(3) The Performance Security (i.e., the 1st part of Security Deposit) shall be 3% of the Contract Value amounting to **Rs. 6,41,269/- (Rupees Six Lakh Forty One Thousand Two Hundred Sixty Nine Only).** The **earnest money** amounting to **Rs.4,37,400.00** deposited by you vide **Bank/UTR No.- 132962476 and PRN No.- 286386941282 through Axis Agreegator Bank Netbanking has** been taken into account as part of Performance Security. Also **Rs. 2,03,869/- (Rupees Two Lakh Three Thousand Eight Hundred Sixty Nine Only) is required** as balance amount of Performance Security. In addition to above, all running on account bill shall be paid @ 95% of Work Value and the 5% deduction such made, shall form the Retention Money, i.e., the 2nd part of Security Deposit.

02.05.2023
Staff Officer (Civil)
Dudhichua Area

(2/1)

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

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(4) You will have to deposit **Additional Performance Security** of **Rs. 83,61,329.00/- (Rupees Eighty Three Lakh Sixty One Thousand Three Hundred Twenty Nine Only)** as per clause no **14.2 of ITB**.

(5) You are required to **submit the following within 21 days (Twenty one days) from the date of receipt of this letter of acceptance** for issuing formal Work Order for the work –

(a) **Rs. 2,03,869/- (Rupees Two Lakh Three Thousand Eight Hundred Sixty Nine Only) is required** as balance amount of Performance Security in acceptable form;
(b) **Rs. 83,61,329.00/- (Rupees Eighty Three Lakh Sixty One Thousand Three Hundred Twenty Nine Only) as APS** in acceptable form;
(c) Self attested Copy of GST Registration Certificate& Service Accounting Code (SAC) of works/services;
(d) Self attested Copy of Income Tax PAN;
(e) Self attested Copy of Proprietorship Deed / Partnership Deed / Power of Attorney etc.;
(f) Self attested Copy of CMPF / EPF Registration or copy of affidavit for implementation of CMPF Act;
(g) Authorization form for e payment duly filled in, signed & sealed;
(h) Non Judicial Stamp Paper for Rs. 500.00 of UP state;
(i) PERT / BAR Chart showing percentage of periodical progress for completion of work, signed & sealed;
(j) Self attested Copy of the letter of site hand over;
(k) A certificate issued by a practicing Chartered Accountant having a valid membership number with Institute of Chartered Accountant of India for complying of Anti-profiteering clause u/s 171 of CGST Act 2017 as well as office memorandum F.No. 296/07/2017-CX.9 dated 15th June 2017 issued by the Department of Revenue, Ministry of Finance, Govt. of India.

(6) If Security Money is deposited in the form of Bank Guarantee, it should be issued through Structural Financial Management System (SFMS) Platform as per the format given in the Tender Document.

(7) In case you fail to submit the Performance Security and Additional Performance Security, if any, within the stipulated time of 21 days then the award of work shall be cancelled with forfeiture of the Bid Security / Earnest Money, if any.

(8) The work shall be completed within **180 (One Hundred Eighty)** days from the date of commencement of the work. The date of commencement of the work shall be reckoned from the 10th day of issue of this Letter of Acceptance or from the 7th day of actual date of handing over of the site, whichever is later. However, the Date of Commencement can also be decided with mutual consent with the Contractor prior to the date as prescribed above.

(9) In case of failure to start the work within specified date of commencement of work as per Cl. No. (7), above, of the subject LOA, the company shall be at liberty by giving 15 days notice in writing to start the work, failing which to forfeit the earnest money deposited by you and to rescind the LOA and also debar you to take part in the future re-tender(s). Also, in place of a Bid Security (EMD), for defaults of which attract forfeiture of EMD as defined in the request for the bid documents, you will be banned for 1 (one) year from being eligible to submit bids in CIL and/or its subsidiaries, as per approval of competent authority of the company.

(10) The work should be executed as per the BOQ, General Terms and conditions, Additional Terms & Conditions, Scope of work, Special Terms & Conditions, CPWD specifications, BIS standards MPPWD / MORTH (in case of road work), description of the items of the accepted tender document and instruction of EIC.

02.05.2023

Staff Officer (Civil)
Dudhichua Area

3/5

नॉर्दर्न कोलफील्ड्स लिमिटेड
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(11) You are to employ, to the extent possible (as per policy decision of the company in effect from time to time), local project affected persons & pay wages not less than the minimum wages fixed by the respective state/Central Govt., as may be in force.

(12) You shall depute yourself &/or your authorized representative having proper & sufficient powers, at the work site during the period of Contract to interact & receive instructions from the Department.

(13) You shall not pay less than the minimum wages to the labors engaged by you as per Minimum Wages Act or such other legislation or award of minimum wages fixed by the respective State Govt. or Central Govt., as may be in force.

(14) You should ensure implementation of CMPF and Allied Scheme and Miscellaneous Provision Act, 1948 Employees Provident Fund and Miscellaneous Provisions Act, 1952 as the case may be and allied scheme framed there under in respect of workers deployed by you and will have to recover statutory dues and deposit the same along with employer's contribution (Contractor's share) to the respective CMPF/EPF Office and to submit statutory return under intimation to the Principal Employer.

(15) All duties, taxes (excluding GST & GST Compensation Cess, if applicable), local, municipal, provincial or central etc. and other levies, royalty, building & construction workers cess (if applicable), etc. as payable shall be to yours account and shall be deemed to have been included in the tendered rate for the work to be executed. Payment of GST & GST Compensation Cess shall be dealt as per NIT Provisions, GST Act Rules, and other stipulations as mentioned in this letter, & as prevailing at respective times, as per extant rules.

(16) Regarding GST, the following may please be noted –

(a) GST will be reimbursed on production of uploaded invoice / documentary evidence. Amount of statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2A of NCL in common portal of GST and after submission of documentary evidence of deposition of GST Taxes and fling of GST Returns.
(b) You will have to pass on Input Tax Credit by way of enclosing original Tax input invoice with bill.
(c) All invoices submitted by you will have to be in the form of GST invoice giving all details as required under the law. You will raise invoice strictly adhering to provisions of Section 31 under CGST Act 2017 along with Rule 46 & 47 of CGST Rule, 2017 You will indicate the rate as well as amount of CGST, SGST or IGST in invoice You will upload the details of invoice on GST portal as per the provisions of GST Act Invoice issued by you should bear GST Registration Number of NCL [23AABCN4884H1ZE (MP) &09AABCN4884H1Z4 (UP)] to enable NCL to claim input tax credit.
(d) You will file all the Returns and details as applicable under GST Laws & Rules within due dates.
(e) You will give an undertaking on invoice or as separate Annexure along with the invoice that the invoice! applicable GST Returns has been / will be uploaded on GST Portal within due time as prescribed in CGST Act and CGST, SGST or IGST has been deposited as per the provisions of GST Act and rules thereof.
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(h) You will issue credit note as per the provisions of Rule 53 of CGST Rule, 2017 on quality deduction of Liquidated Damages, if any arises.

02.01.2023
Staff Officer (Civil)
Dudhichua Area

नॉर्दर्न कोलफील्ड्स लिमिटेड
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(17) As per clause 8.4 of GTC of NIT, Materials conforming to approved samples shall only be brought to site, as such, you immediately contact Project Engineer (Civil)/IC-I&M (Civil)/Dudhichua for the approval of samples of materials to be used in the work.

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(a) Work Order details;
(b) Contractor workers details and wages payment details in respect of each Work Order;
(c) Attendance of labours engaged in this work is to be marked on Biometric System in consultation with Personnel Department.

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(20) Project Engineer (Civil) / IC-I&M (Civil), Dudhichua Project shall be the Engineer-in-charge for the work. Please contact Project Engineer (Civil) / IC-I&M (Civil), Project Dudhichua for instruction regarding commencement of work.

It is also requested you to point-out & inform us about any discrepancy, if occurred while issuing this letter, so as to get it corrected timely.

Encl : Copy of L1 Tendered BOQ.

Yours Faithfully
02.05.2023
Staff Officer (Civil),
NCL, Dudhichua Area
(02-05-23)

Copy to:
1. CVO/Singrauli;
2. GM/ Dudhichua Area;
3. GM(C)/HOD/ NCL HQ/ Singrauli;
4. PO/DCH;
5. I/C-Quality Control/HQ (Civil) - with a request to collect the samples of construction materials as per norms from the site during execution of the work;
6. AFM, Dudhichua Area - In reference to Budget For Rs 2,13,75,614.99, Financial Year: 2023-24 Certified Towards FC-FY 23-24: REG.1/150/6 Dated- 02.05.2023, under Head- Monsoon Preparation Civil;
7. SO(P), Dudhichua Area- For implementation of various rules of payment of mininmum wages & contribution towards CMPF/EPF & statutory provisions;
8. PE (Civil)/ IC-I&M(Civil), Dudhichua;
9. Regional Labour Commissioner(C), Bhoot Nath Ashram, Sarvodaya Nagar, Kanpur-208005(UP);
10. Assistant Labour Commissioner(C),189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP);
11. Labour Enforcing Officer (C), 189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP);
12. Work File 1219.

5/5

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Percentage BoQ

Tender Inviting Authority: STAFF OFFICER (Civil), DUDHICHUA AREA

Name of Work :	**Cleaning and desilting of sumps, drains, culverts along with gabion walls at various places in East Section, West Section, Central Entry including CHP Premises at Dudhichua Project.** **(NIT No : DCH/SO(C)/22-23/ETN-45 DATED: 27.03.2023)**

Category of Services (To Be Selected by Department)	Category of Bidder(To Be Selected by Bidder)	To be Entered by Department		
ITC Available	Works Contract	Bidder's Status (Manufacturer)	Rate of GST (in %)	GST to be Paid By Bidder (in Rs.)	GST to be Paid By CIL/Subsidiary (in Rs.)
Name of the Bidder/ Bidding Firm / Company :	**BISHEN & BROTHERS**	GST Registered Bidder	18.00	[illegible]	0.00

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge.					
1.1	All kinds of soil	11309.21	cum	148.9	**1683941.37**	INR Sixteen Lakh Eighty Three Thousand Nine Hundred & Forty One and Paise Thirty Seven Only
2	Earth work in excavation by mechnical means (Hydaulic excavator)/manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan) including dressing of sides ramming of bottoms, lift upto 1.5 m, including getting out the excavation soil and disposal of surplus excavated soil as directed, with a lead of 50 m.					
2.1	All types of soil	2920.85	cum	201.7	**589135.45**	INR Five Lakh Eighty Nine Thousand One Hundred & Thirty Five and Paise Forty Four Only
3	Earth work in excavation in all kinds of soil/silt, all operation mechanically with all lifts complete as per instructions of EIC.(for all project of NCL)					
3.1	Lead upto 3.00 km	376365	cum	59.4	**22356081.00**	INR Two Crore Twenty Three Lakh Fifty Six Thousand &Eighty One Only
4	Providing & fixing O.B. filled bags	30000	per bag	6	**180000.00**	INR One Lakh Eighty Thousand Only
5	Providing & making Gabion structure with Mechanically Woven Double Twisted Hexagonal Shaped Wire mesh Gabion Boxes as per IS 16014:2012,MORTH Clause 2500, of required size, Mesh Type 10x12(D=100 mm with tolerance of ± 2%) Zinc+PVC coated Mesh wire diameter 2.7/3.7mm, mechanically edged/selvedged with partitions at every 1m interval and shall have minimum 10 numbers of openings per meter of mesh perpendicular to twist, tying with lacing wire of diameter 2.2/3.2mm(ID/OD), supplied @3% by weight of Gabion boxes, as per drawing, all complete as per directions of Engineer-incharge (cost of collection and filling of boulders to be paid separately)	15750	sqm	246.09	**3875917.50**	INR Thirty Eight Lakh Seventy Five Thousand Nine Hundred & Seventeen and Paise Fifty Only
6	Collection of locally available boulder from dump, carriage to site, brought to shape and size either manual or mechanically with all lead packing the same into wire crete with fully lightens etc complete for 1 Cum (a Deduction of 15% shall be made in volume of gabions).	2486.25	cum	387.3	**962924.63**	INR Nine Lakh Sixty Two Thousand Nine Hundred & Twenty Four and Paise Sixty Two Only
7	Total impact of GST for the purpose of CTC	1.000	Nos	0.00	**0.00**	INR Zero Only
Total in Figures					18114927.96	INR Two Crore Ninety Six Lakh Forty Seven Thousand Nine Hundred & Ninety Nine and Paise Ninety Four Only
Quoted Rate in Figures			Less (-)	38.90%	[illegible]	INR One Crore Eighty One Lakh Fourteen Thousand Nine Hundred & Twenty Seven and Paise Ninety Six Only
Quoted Rate in Words		INR One Crore Eighty One Lakh Fourteen Thousand Nine Hundred & Twenty Seven and Paise Ninety Six Only				

02.05.2023

Staff Officer (Civil)
Dudhichua Area
(02.05.23)

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

Northern Coalfields Limited
(A Mini Ratna Company)
(A subsidiary of Coal India Limited)

DUDHICHUA AREA
Civil Engineering Department

CIN- U10102MP1985GOI003160
An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company

Office of the General Manager, Dudhichua Area, NCL,
Post: Khadia, Distt: Sonebhadra, U.P., PIN: 231222
Phone: 05446-232204 / 07805-226920, FAX: 05446-233614, Email: gmdch.ncl@coalindia.in

No. NCL/DCH/SO(C)/F-1265/WO/2023-24/ 147 **Date :** 05.02.2024

To,

M/s. Shiv Shankar Electrical Civil Engineering
Main Road Belaunji, Waidhan,
Distt.-Singrauli, MP – 486886.
Email Id: shivshankarelectrical@gmail.com
Mobile No. : 9425477505

Bank A/c No.	**: 426101010036195**
Bank Name	**: UBI, Dudhichua**
PAN No.	**: AAKFM3870G**
GSTIN No.	**: 23 AAKFM3870G1ZA**

Subject : Work Order for the work **"Providing 2 nos. additional RCC Bunds between existing RCC Bund South of ETP and Hanuman Mandir at Dudhichua Project"**

Reference : (1) Your offer in response to Tender Notice No: DCH/SO(C)/23-24/ETN-10 dated 07.06.2023;
(2) LOA No.: NCL/DCH/Civil/SO(C)/F-1265/LOA/23-24/ETN-10/126 Dated 02.11.2023;
(3) Site Handover Letter No.- NCL/DCH/Civil/SO(C)/F-1265/SHL/23-24/628 Dated 03.11.2023.

Dear Sir,

Pursuant to the above Tender / Bid Notice, Tender / Bids were invited for the above mentioned work and you had submitted a Tender in response to the aforesaid Tender / Bid Notice as per the Terms & Conditions stipulated for submission of Tender / Bid, which shall form part of this Work Order.

With reference to the above, the subject work has been awarded to you by the competent authority of M/s Northern Coalfields Limited, at a Total Award Value of **Rs 1,07,16,687.41 (Rs 90,81,938.48+ GST@18% of Rs 16,34,748.93), i.e., (Rupees One Crore Seven Lakh Sixteen Thousand Six Hundred Eighty Seven and Forty One Paisa Only)** subject to the following conditions / stipulations, in addition to those set out in the Tender / Bid Notice & the Letter of Award –

(1) All the materials, equipment and manpower required for the work will be arranged by you. The company does not undertake any responsibility for supply of the same.

(2) Security Deposits are as –

(a) Total Performance Security for the subject work, which is 3% of the Contract Value, is amounting to **Rs 3,21,501.00 (Rupees Three Lakh Twenty One Thousand Five Hundred One Only). The earnest money amounting to Rs 1,58,700.00 deposited by you vide Bank/UTR No.: 139943891 and PRN No.: 290986959609 through Axis Agreegator Bank Netbanking** has been taken into account as part of Performance Security. Performance Security of **Rs 1,63,000/-** deposited by you vide **TDR No. - 160589 Dt- 06.11.2023 of Rs. 1,63,000.00 issued by UBI, Dudhichua and for Rs. 2,15,000.00** deposited by you vide **TDR No. - 160755 Dt- 31.01.2024 of Rs. 2,15,000.00 issued by UBI, Dudhichua** has been accepted.

TDR No. - 160588 Dt- 06.11.2023 for Rs 73,000.00/- (Rupees Seventy Three Thousand Only) issued by UBI, Dudhichua has been taken against Additional Performance Security as per the LOA.

05/2/24

Staff Officer (Civil)
Dudhichua Area

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

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Phone: 05446-232204 / 07805-226920, FAX: 05446-233614, Email: gmdch.ncl@coalindia.in

(b) All running account bills shall be paid @ 95% of the Work Value and 5% deduction so made from your bill will be retained as 2nd part of the Total Security Deposit, called as the Retention Money.

(3) The work shall be completed within **90 (Ninety)** days from the date of commencement of the work. Stipulated dates of commencement and completion are **03.11.2023 & 31.01.2024** respectively.

(4) The work should be executed as per the BOQ, General Terms & Conditions, Additional Terms & Conditions, CPWD Specifications, BIS Standards, MPPWD & MORTH Specification (for road works), description of the items of the accepted tender document and instructions of EIC

(5) You should ensure implementation of CMPF and allied scheme and Miscellaneous Provision Act, 1948 Employees Provident Fund and Miscellaneous Provisions Act, 1952 as the case may be and allied scheme framed there under in respect of workers deployed by you and will have to recover statutory dues and deposit the same along with employer's contribution (Contractor's share) to the respective CMPF/EPF Office and to submit statutory return under intimation to the Principal Employer.

(6) All duties, taxes (Excluding GST & GST Compensation Cess, if applicable), local, municipal, provincial or central etc. and other levies, royalty, building & construction workers cess (if applicable), etc. as payable shall be to yours account and shall be deemed to have been included in the tendered rate for the work to be executed. Payment of GST & GST Compensation Cess shall be dealt as per NIT Provisions, GST Act Rules, and other stipulations as mentioned in this letter, & as prevailing at respective times, as per extant rules. However, the final amount of the GST shall be worked out on the basis of final work done value. The total liability of GST will remain with you.

(7) Regarding GST, the following may please be noted –

(a) GST will be reimbursed on production of uploaded invoice / documentary evidence. Amount of statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2A of NCL in common portal of GST and after submission of documentary evidence of deposition of GST Taxes and fling of GST Returns.

(b) You will have to pass on Input Tax Credit by way of enclosing original Tax input invoice with bill.

(c) You will be required to submit the certificate from practicing Chartered Accountant having a valid membership number with Institute of Chartered Accountant of India for complying of Anti-Profiting Clause u/s 171 as well as office memorandum F No. 296/07/2017-CX.9 dated- 15.06.2017 issued by the Department of Revenue, Ministry of Finance, Government of India.

(d) All invoices submitted by you will have to be in the form of GST invoice giving all details as required under the law. You will raise invoice strictly adhering to provisions of Section 31 under CGST Act 2017 along with Rule 46 & 47 of CGST Rule, 2017 You will indicate the rate as well as amount of CGST, SGST or IGST in invoice You will upload the details of invoice on GST portal as per the provisions of GST Act Invoice issued by you should bear GST Registration Number of NCL [23AABCN4884H1ZE (MP) &09AABCN4884H1Z4 (UP)] to enable NCL to claim input tax credit.

(e) You will file all the Returns and details as applicable under GST Laws & Rules within due dates.

05/2/24

Staff Officer (Civil)
Dudhichua Area

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

एन सी एल
NCL

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Phone: 05446-232204 / 07805-226920, FAX: 05446-233614, Email: gmdch.ncl@coalindia.in

(f) You will give an undertaking on invoice or as separate Annexure along with the invoice that the invoice / applicable GST Returns has been / will be uploaded on GST Portal within due time as prescribed in CGST Act and CGST, SGST or IGST has been deposited as per the provisions of GST Act and rules thereof.

(g) If there is any delay of payment against the Invoice due to your fault and if any reversal of input tax arises, the same will be recovered from you along with interest and penalty if any as paid by NCL due to reversal.

(h) In case the GST rating of vendor on the GST Portal / Government's official website is negative / black listed at any stage even after award of work NCL has right to cancel the Letter of Award. NCL shall not be obliged or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with a penalties interest if any incurred by NCL.

(i) You will issue credit note as per the provisions of Rule 53 of CGST Rule, 2017 on quality deduction of Liquidated Damages, if any arises.

(j) If you default in uploading the invoice/applicable GST Returns or default in deposit of applicable GST Taxes, NCL reserves the right to upload such defaulter on NCL website and may also debar you from participating in future tenders for a minimum period of one year.

(8) You shall not pay less than the minimum wages to the labors engaged by you as per Minimum Wages Act or such other legislation or award of minimum wages fixed by the respective State Govt. or Central Govt., as may be in force.

(9) You shall maintain all records as per the provisions made in various statutes including Contract Labour Regulation and Abolition Act.

(10) You are required to make timely payment of government dues which you are under legal obligation to pay to state government or any other legal authority every month.

(11) All the clauses of Safety Code of the Tender Document, as laid down in Additional Safety Measures in the Modified Manual for Civil Engineering Works as in effect at the time, as available at the website of Coal India Limited, are to be strictly followed.

(12) Please contact Project Engineer (Civil) / IC-I&M (Civil) , Dudhichua Project for further instruction regarding the work.

05/2/24

Staff Officer (Civil)
Dudhichua Area

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

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(13) This work order will form a part of the agreement & you shall abide by all the Term & Conditions of the Contract, including the conditions /stipulation as mentioned in the LOA as referred above at Sl No-(2), and in the Site Handover Letter as referred above at Sl No.- (3).

Yours Faithfully

05/2/24

Staff Officer (Civil),
NCL, Dudhichua Area

05.02.24

Encl : Copy of BOQ

Copy to:

1. GM/ Dudhichua;
2. PO/Dudhichua;
3. SO (P) / Dudhichua - For implementation of various Acts / Rules for payment of minimum wages & contribution towards CMPF/EPF & statutory provisions through the Nodal Officer (Biometric Attendance)/Personnel Deptt/Dudhichua & Form-III is being sent for further needful separately;
4. AFM / Dudhichua - In reference to Budget provided of **Rs 1,07,16,687.41** in FY: 23-24 certified towards **FC-FY 23-24: 61/26 (A/C Head 41100018) Dated 02.11.2023**, under the Head- Envrn. Exp.;
5. Dy. Mgr.(P)/Nodal Officer (Biometric Attendance)/Dudhichua- In reference to Letter No.- GM/DCH/PD/Nodal/2023/1812 dated 25.09.2023;
6. PE (Civil)/IC-I&M(Civil) / ICW / Dudhichua;
7. DM (Civil)/I&M (Civil) / FLCO /Dudhichua;
8. Overseer (Civil)/I&M(Civil)/Dudhichua,-Shri Abhishek Kumar Singh & Shri Yogendra Meena;
9. Work File: F-1265.

Distribution to :

a) Regional Labor Commissioner(C), BhootNath Ashram, Sarvodaya Nagar, Kanpur-208005(UP);
b) Assistant Labor Commissioner(C),189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP);
c) Labour Enforcing Officer (C), 189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP).

NORTHERN COALFIELDS LIMITED , DUDHICHUA PROJECT

Bill of Quantity for the work of- Providing 2 nos. additional RCC Bunds between existing RCC Bund South of ETP and Hanuman Mandir at Dudhichua Project.

Name of Party- Ms Shiv Shankar Electrical Civil Engineering

Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT in Rs. P
1	Earth work in excavation by mechanical means (hydraulic excavator) manual means over areas (exceeding 30 cm in depth 1.5 m in width as well as 10sqm on plan) including getting out and disposal of excavated earth lead upto 50m and lift upto 1.5m as directed by				
1.1	All kinds of soil	6974	cum	148.9	1038428.6
2	Extra rates for quantities of works executed ; Note for item no.2.24. The extra percentage rate is applicable in respect of each item but				
2.1	In or under water and /or liquid mud , including pumping out water as required.	6974	metre depth	29.78	207685.72
3	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth				
3.1	1:2:4 (1 cement : 2 coarse sand (zone-III) : 4 graded stone aggregate 20 mm nominal size).	67	cum	6016.45	403102.15
4	Providing and laying in position specified grade of reinforced cement				
4.1	1:1.5:3 (1 cement : 1.5 coarse sand (zone-III): 3 graded stone aggregate 20 mm nominal size).	107	cum	6817	729419
5	Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. above plinth level up to floor five level, excluding cost of centering, shuttering, finishing and reinforcement :				
5.1	1:1.5:3 (1 cement : 1.5 coarse sand(zone-III) : 3 graded stone aggregate 20 mm nominal size).	414	cum	8009.8	3316057.2
6	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level.				
6.1	Thermo-Mechanically Treated bars of grade Fe-500D or more.	57310	Kg	81.2	4653572
7	Centering and shuttering including strutting, propping etc. and removal of form for:				
7.1	Foundations, footings, bases of columns, etc. for mass concrete	103	sqm	215.8	22227.4
7.2	Walls (any thickness) including attached pilasters, butteresses, plinth and string courses etc.	823	sqm	469.35	386275.05
				TOTAL	**10756767.12**
			Percentage Quoted	**15.57% Below**	**1674828.64**
				Net Quoted Value Excluding GST	**9081938.48**
				GST @18%	**1634748.93**
				Award Value (Including GST@18%)	**10716687.41**

M/S SHIV SHANKAR CIVIL ENGG. Auth. Sign.

Seal & Signature of party

Name of party- M/s Shiv Shankar Electrical Civil Engineering

05/2/24

Staff Officer(Civil)
Dudhichua Area

Staff Officer (Civil)
Dudhichua Area
(05.02.24)

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

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Phone: 05446-232204 / 07805-226920, FAX: 05446-233614, Email: gmdch.ncl@coalindia.in

No. NCL/DCH/SO(C)/F-1264/WO/2023-24/ 154 Date : 20.02.24

To,

M/s Bishen And Brothers,
Ambedkar Nagar,Shaktinagar,
Distt- Sonebhadra (U.P.),
Email ID : bishenandbrothers1@gmail.com
Mobile No. : 9415621418

Bank A/c No.	: 426101010012018
Bank Name	: UBI, Dudhichua
PAN No	: ALTPS1751L
GSTIN No	: 23ALTPS1751L1ZK

Subject : Work Order for the work **"Provision of earthen Siltation Pond at three locations along the Ballia Nallah from Hanuman Mandir to Railway Bridge in downstream to arrest silt flowing to Govind Ballabh Pant Sagar at Dudhichua Project."**

Reference : (1) Your offer in response to Tender Notice No: DCH/SO(C)/23-24/ETN-12 dated 08.06.2023;
(2) LOA No.: NCL/DCH/Civil/SO(C)/F-1264/LOA/23-24/ETN-12/125 Dated 02.11.2023;
(3) Site Handover Letter No.- NCL/DCH/Civil/SO(C)/F-1264/SHL/23-24/629 Dated 03.11.2023.

Dear Sir,

Pursuant to the above Tender / Bid Notice, Tender / Bids were invited for the above mentioned work and you had submitted a Tender in response to the aforesaid Tender / Bid Notice as per the Terms & Conditions stipulated for submission of Tender / Bid, which shall form part of this Work Order.

With reference to the above, the subject work has been awarded to you by the competent authority of M/s Northern Coalfields Limited, at a Total Award Value of **Rs 51,15,014.21 (Rs 43,34,757.81+ GST@18% of Rs 7,80,256.41), i.e., (Rupees Fifty One Lakh Fifteen Thousand Fourteen and Twenty One Paisa Only),** subject to the following conditions / stipulations, in addition to those set out in the Tender / Bid Notice & the Letter of Award –

(1) All the materials, equipment and manpower required for the work will be arranged by you. The company does not undertake any responsibility for supply of the same.

(2) Security Deposits are as –

(a) Total Performance Security for the subject work, which is 3% of the Contract Value, is amounting to **Rs 1,53,451.00 (Rupees One Lakh Fifty Three Thousand Four Hundred Fifty One Only). The earnest money amounting to Rs 94,500.00 deposited by you vide Bank/UTRNo.:139790365 and PRN No.:291056959120 through Axis Agreegator Bank Netbanking** has been taken into account as part of Performance Security. Performance Security of **Rs 59,000.00** deposited vide **TDR No. - 160590 Dt- 07.11.2023 of Rs. 59,000.00 issued by UBI, Dudhichua and Rs.1,02,255.00** deposited vide **TDR No. - 160770 Dt- 09.02.2024 of Rs. 1,02,255.00 issued by UBI, Dudhichua** has been accepted.

TDR No. - 160592 Dt- 07.11.2023 for Rs 13,08,990.00/- (Rupees Thirteen Lakh Eight Thousand Nine Hundred Ninety Only) issued by UBI, Dudhichua has been taken against Additional Performance Security as per the LOA.

20/2/24
Staff Officer (Civil)
Dudhichua Area

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

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(b) All running account bills shall be paid @ 95% of the Work Value and 5% deduction so made from your bill will be retained as 2nd part of the Total Security Deposit, called as the Retention Money.

(3) The work shall be completed within **60 (Sixty)** days from the date of commencement of the work. Stipulated dates of commencement and completion are **03.11.2023 & 01.01.2024** respectively.

(4) The work should be executed as per the BOQ, General Terms & Conditions, Additional Terms & Conditions, CPWD Specifications, BIS Standards, MPPWD & MORTH Specification (for road works), description of the items of the accepted tender document and instructions of EIC

(5) You should ensure implementation of CMPF and allied scheme and Miscellaneous Provision Act, 1948 Employees Provident Fund and Miscellaneous Provisions Act, 1952 as the case may be and allied scheme framed there under in respect of workers deployed by you and will have to recover statutory dues and deposit the same along with employer's contribution (Contractor's share) to the respective CMPF/EPF Office and to submit statutory return under intimation to the Principal Employer.

(6) All duties, taxes (Excluding GST & GST Compensation Cess, if applicable), local, municipal, provincial or central etc. and other levies, royalty, building & construction workers cess (if applicable), etc. as payable shall be to yours account and shall be deemed to have been included in the tendered rate for the work to be executed. Payment of GST & GST Compensation Cess shall be dealt as per NIT Provisions, GST Act Rules, and other stipulations as mentioned in this letter, & as prevailing at respective times, as per extant rules. However, the final amount of the GST shall be worked out on the basis of final work done value. The total liability of GST will remain with you.

(7) Regarding GST, the following may please be noted –

(a) GST will be reimbursed on production of uploaded invoice / documentary evidence. Amount of statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2A of NCL in common portal of GST and after submission of documentary evidence of deposition of GST Taxes and fling of GST Returns.

(b) You will have to pass on Input Tax Credit by way of enclosing original Tax input invoice with bill.

(c) You will be required to submit the certificate from practicing Chartered Accountant having a valid membership number with Institute of Chartered Accountant of India for complying of Anti-Profiting Clause u/s 171 as well as office memorandum F No. 296/07/2017-CX.9 dated- 15.06.2017 issued by the Department of Revenue, Ministry of Finance, Government of India.

(d) All invoices submitted by you will have to be in the form of GST invoice giving all details as required under the law. You will raise invoice strictly adhering to provisions of Section 31 under CGST Act 2017 along with Rule 46 & 47 of CGST Rule, 2017 You will indicate the rate as well as amount of CGST, SGST or IGST in invoice You will upload the details of invoice on GST portal as per the provisions of GST Act Invoice issued by you should bear GST Registration Number of NCL [23AABCN4884H1ZE (MP) &09AABCN4884H1Z4 (UP)] to enable NCL to claim input tax credit.

(e) You will file all the Returns and details as applicable under GST Laws & Rules within due dates.

20/2/24
Staff Officer (Civil)
Dudhichua Area

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

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(f) You will give an undertaking on invoice or as separate Annexure along with the invoice that the invoice / applicable GST Returns has been / will be uploaded on GST Portal within due time as prescribed in CGST Act and CGST, SGST or IGST has been deposited as per the provisions of GST Act and rules thereof.

(g) If there is any delay of payment against the Invoice due to your fault and if any reversal of input tax arises, the same will be recovered from you along with interest and penalty if any as paid by NCL due to reversal.

(h) In case the GST rating of vendor on the GST Portal / Government's official website is negative / black listed at any stage even after award of work NCL has right to cancel the Letter of Award. NCL shall not be obliged or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with a penalties interest if any incurred by NCL.

(i) You will issue credit note as per the provisions of Rule 53 of CGST Rule, 2017 on quality deduction of Liquidated Damages, if any arises.

(j) If you default in uploading the invoice/applicable GST Returns or default in deposit of applicable GST Taxes, NCL reserves the right to upload such defaulter on NCL website and may also debar you from participating in future tenders for a minimum period of one year.

(8) You shall not pay less than the minimum wages to the labors engaged by you as per Minimum Wages Act or such other legislation or award of minimum wages fixed by the respective State Govt. or Central Govt., as may be in force.

(9) You shall maintain all records as per the provisions made in various statutes including Contract Labour Regulation and Abolition Act.

(10) You are required to make timely payment of government dues which you are under legal obligation to pay to state government or any other legal authority every month.

(11) All the clauses of Safety Code of the Tender Document, as laid down in Additional Safety Measures in the Modified Manual for Civil Engineering Works as in effect at the time, as available at the website of Coal India Limited, are to be strictly followed.

(12) Please contact Project Engineer (Civil) / IC-I&M (Civil) , Dudhichua Project for further instruction regarding the work.

20/12/24

Staff Officer (Civil)
Dudhichua Area

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

Northern Coalfields Limited
(A Mini Ratna Company)
(A subsidiary of Coal India Limited)

DUDHICHUA AREA
Civil Engineering Department

CIN- U10102MP1985GOI003160
An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company

Office of the General Manager, Dudhichua Area, NCL,
Post: Khadia, Distt: Sonebhadra, U.P., PIN: 231222
Phone: 05446-232204 / 07805-226920, FAX: 05446-233614, Email: gmdch.ncl@coalindia.in

(13) This work order will form a part of the agreement & you shall abide by all the Term & Conditions of the Contract, including the conditions /stipulation as mentioned in the LOA as referred above at Sl No-(2), and in the Site Handover Letter as referred above at Sl No.- (3).

Yours Faithfully

20/2/24

Staff Officer (Civil),
NCL, Dudhichua Area

(20.02.24)

Encl : Copy of BOQ

Copy to:

1. GM/ Dudhichua;
2. PO/Dudhichua;
3. SO (P) / Dudhichua - For implementation of various Acts / Rules for payment of minimum wages & contribution towards CMPF/EPF & statutory provisions through the Nodal Officer (Biometric Attendance)/Personnel Deptt/Dudhichua & Form-III is being sent for further needful separately;
4. AFM / Dudhichua - In reference to Budget provided of **Rs 51,15,014.21** in FY: 23-24 certified towards **FC-FY 23-24: 61/25 (A/C Head 41100018) Dated 02.11.2023**, under the Head- Envrn. Exp. ;
5. Dy. Mgr.(P)/Nodal Officer (Biometric Attendance)/Dudhichua- In reference to Letter No.- GM/DCH/PD/Nodal/2023/1812 dated 25.09.2023;
6. PE (Civil)/IC-I&M(Civil) / ICW / Dudhichua;
7. DM (Civil)/I&M (Civil) / FLCO /Dudhichua;
8. Overseer (Civil)/I&M(Civil)/Dudhichua,-Shri Abhishek Kumar Singh & Shri Yogendra Meena;
9. Work File: F-1264.

Distribution to :

a) Regional Labor Commissioner(C), BhootNath Ashram, Sarvodaya Nagar, Kanpur-208005(UP);
b) Assistant Labor Commissioner(C),189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP);
c) Labour Enforcing Officer (C), 189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP).

NORTHERN COALFIELDS LIMITED , DUDHICHUA PROJECT					
Bill of Quantity for the work of- Provision of earthen Siltation Pond at three locations along the Ballia Nallah from Hanuman Mandir to Railway Bridge in downstream to arrest silt flowing to Govind Ballabh Pant Sagar at Dudhichua Project.					
Name of Party- Ms Bishen & Brothers					
Sl. No.	**Item Description**	**Quantity**	**Units**	**Estimated Rate in Rs. P**	**TOTAL AMOUNT in Rs. P**
1	Earth work in excavation in all kind of soil/silt, all operation mechanically with all lifts complete as per instructions of EIC. (for all project of NCL)				
1.1	Lead upto 50 m	105000	cum	40.07	4207350
1.2	Lead upto 1Km	14400	cum	50.72	730368
2	Extra rates for quantities of earthwork/ silt/OB/rock in or under water and or liquid mud, including pumping out water as required in all lifts.				
2.1	Lead upto 50 m	105000	cum	8.01	841050
2.2	Lead upto 1Km	14400	cum	10.14	146016
3	Providing and fixing O.B. filled bags	80000	nos	54500	480000
				TOTAL	**6404784.00**
			Percentage Quoted	**32.32% Below**	**2070026.19**
				Net Quoted Value Excluding GST	**4334757.81**
				GST @18%	**780256.41**
				Award Value (Including GST@18%)	**5115014.22**

Seal & Signature of party
Name of party- M/s BISHEN AND BROTHERS

20/2/24

Staff Officer(Civil)
Dudhichua Area
(20.02.24)

BUNDS

5354

354

GPS Map Camera
Singrauli,MP,India
Singrauli, Singrauli, 486888, MP, India
Lat 24.138217, Long 82.668858
04/08/2024 12:02 PM GMT+05:30
Note : Captured by GPS Map Camera

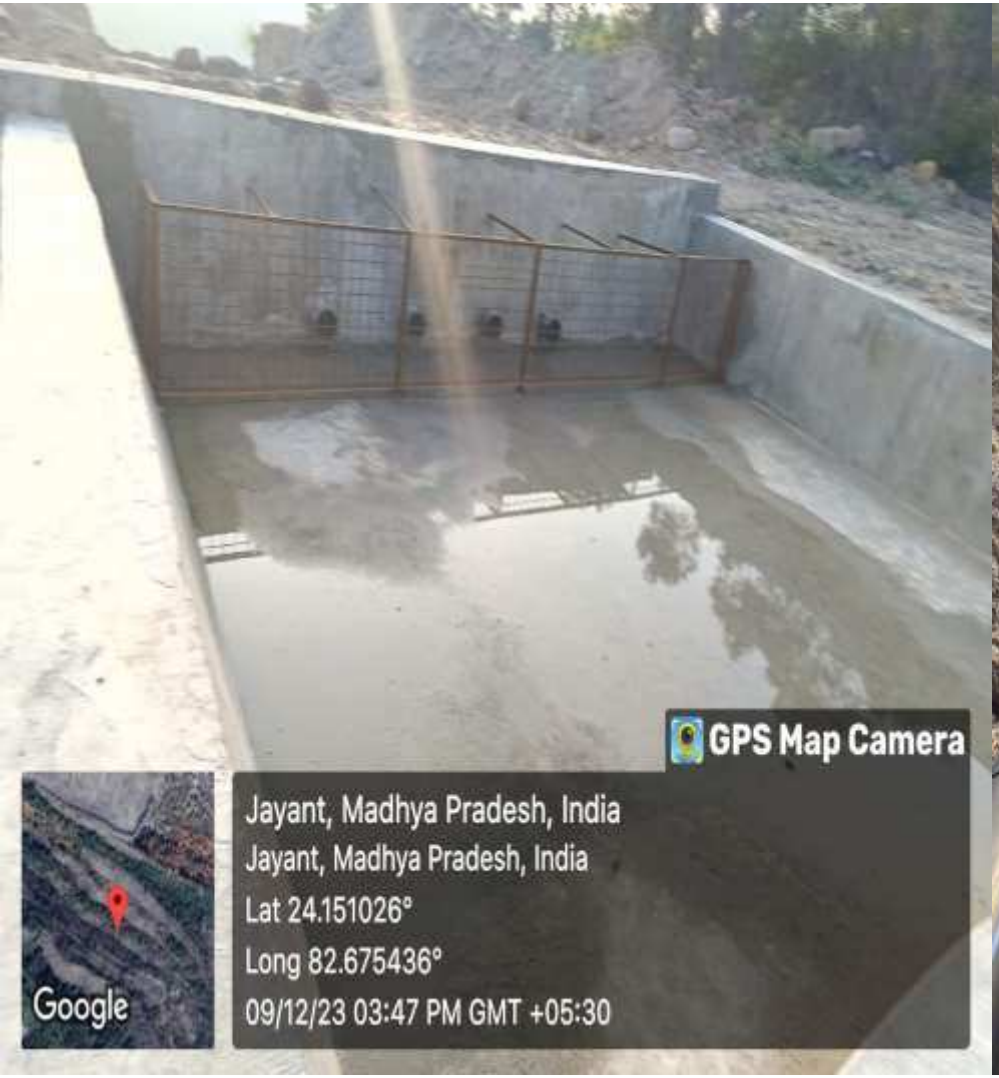
GPS Map Camera
Singrauli,MP,India
Singrauli, Singrauli, 486888, MP, India
Lat 24.138217, Long 82.668858
04/08/2024 11:50 AM GMT+05:30
Note : Captured by GPS Map Camera
Maps

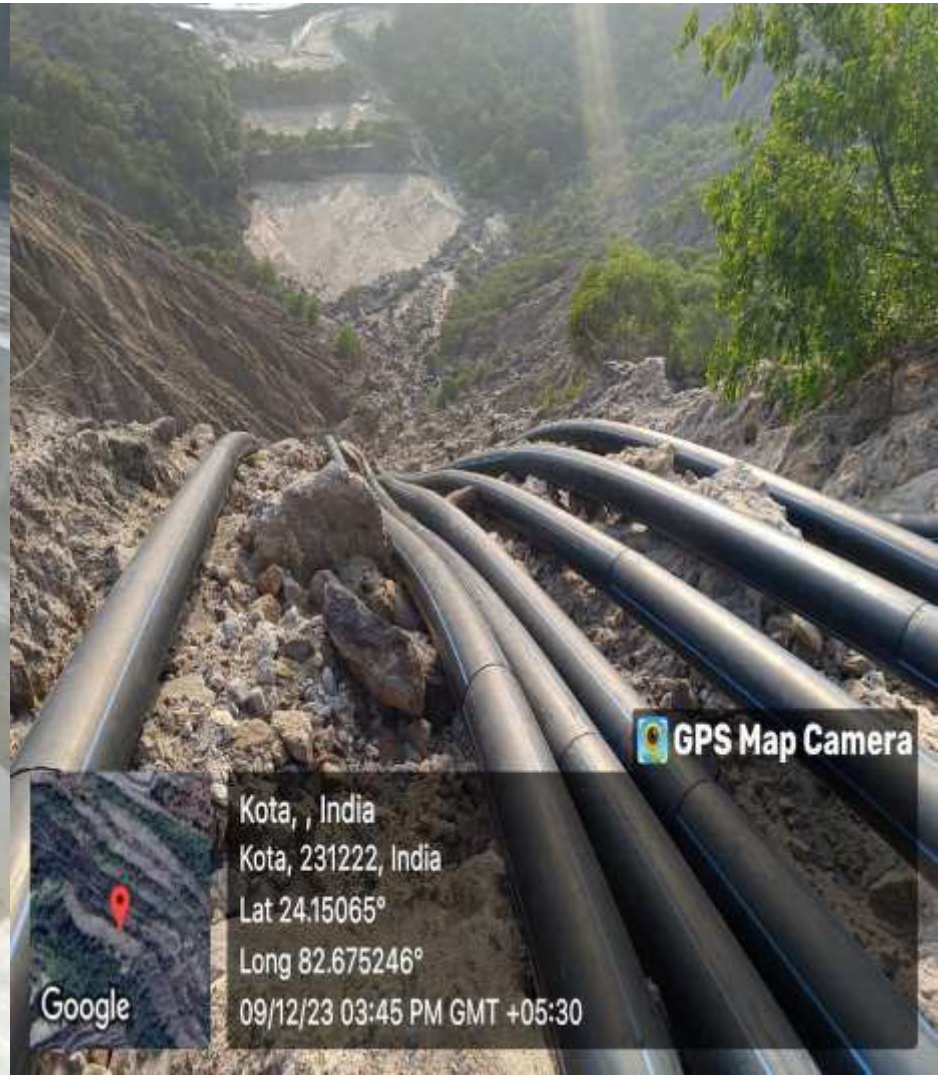
Siltation ponds

GPS Map Camera
Singrauli,MP,India
Singrauli, Singrauli, 486888, MP, India
Lat 24.138217, Long 82.668858
04/08/2024 11:52 AM GMT+05:30
Note : Captured by GPS Map Camera

HDPE (High-Density Polyethylene) pipes provided through RCC Storage structures on Top and alongside slopes on dumps before ETP & Ballia Nallah for Stoppage of Silt in Ballia Nallah & near ETP

5359

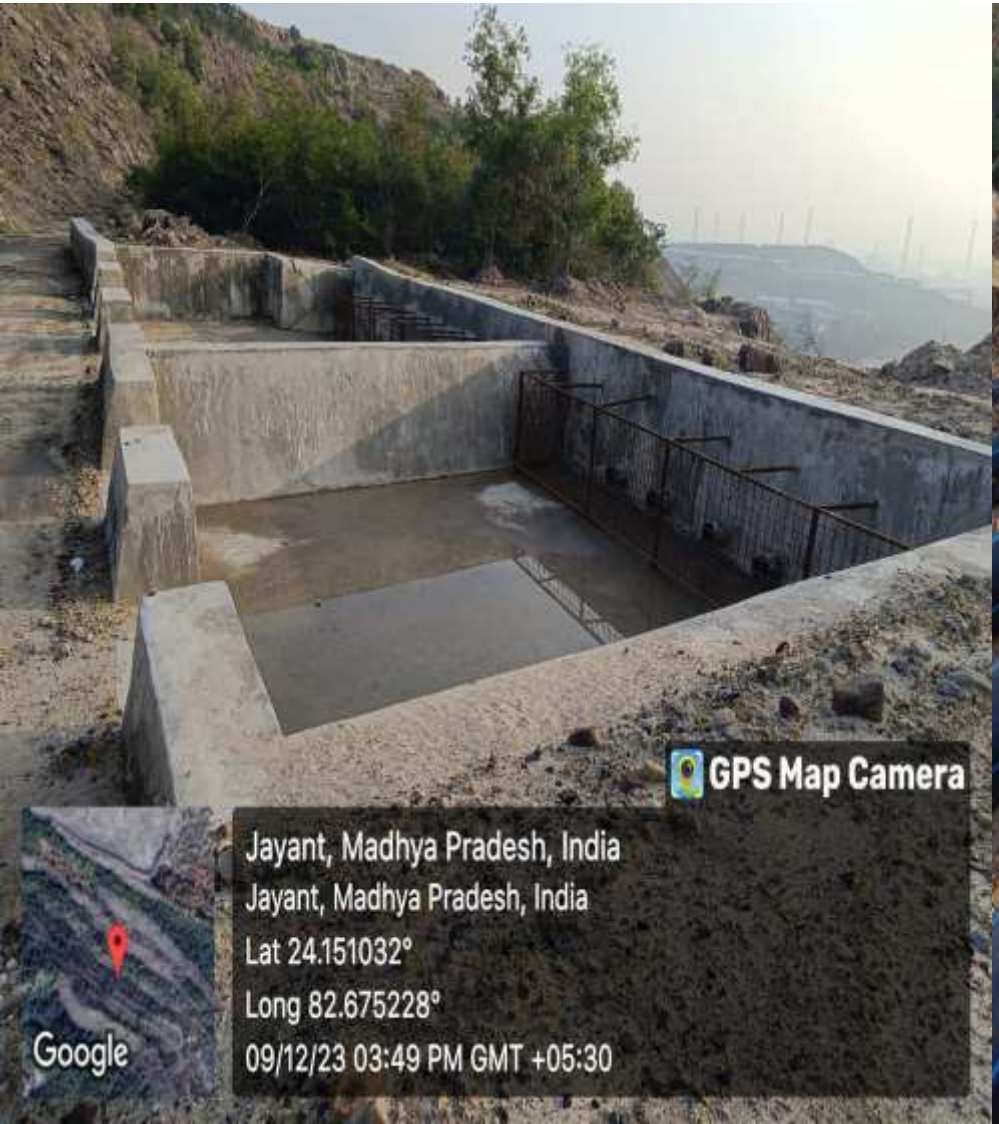


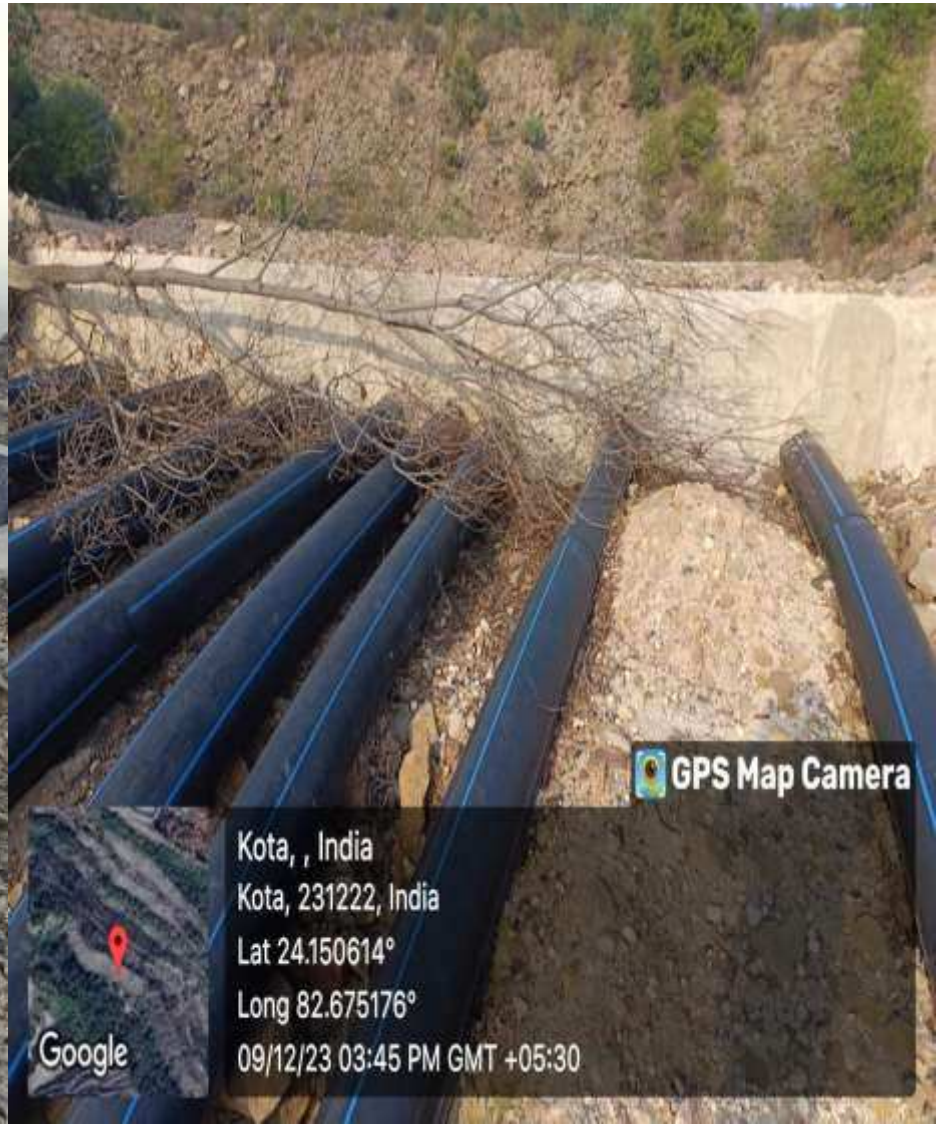


5360

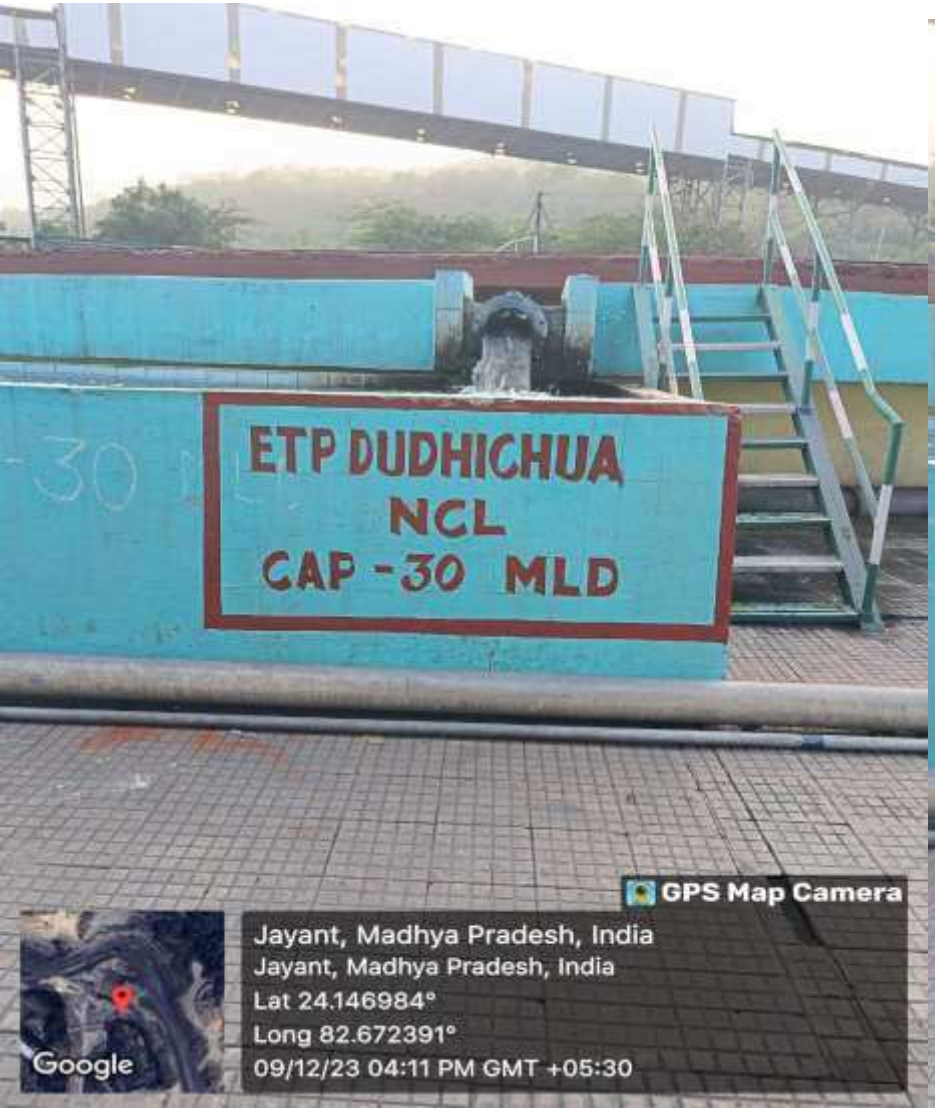
360

HDPE pipe water storage line





ETP of 30 MLD in working condition



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No. NCL/DCH/Civil/SO(C)/F-1291/LOA/23-24/ETN-49/150 Date- 14/03/24

To,

M/s Associate Engineers and Builders,
Nawanagar, P.O.- Nigahi
Distt.- Singrauli, MP-486884
Email ID : jain.balram1@gmail.com
Mobile No. : 9425178993

Bank A/c No.	**: 11319645438**
Bank Name	**: SBI, Amlohri**
PAN No	**: AEQPJ3198A**
GSTIN No	**: 23AEQPJ3198A1ZL**

Subject: Letter of Acceptance for the work, **"Construction of Wheel Washing Facility comprising of completed recirculation system at Mine Exit at Dudhichua Project with one year AMC after one year warranty."**

Reference: **1.** Your offer in response to Tender Notice No: DCH/SO(C)/23-24/ETN-49 dated 14.12.2023;
2. E-office No.- 1116370;
3. Tender Id: 2023_NCL_296047_1.

Dear Sir,

Pursuant to the above Tender / Bid Notice, Tenders / Bids were invited for the above mentioned work and you had submitted your Tender/Bid in response to the aforesaid Tender / Bid Notice, as per the Terms & Conditions stipulated for submission of Tenders / Bids, which shall form part of this LOA & the formal Contract Agreement.

With reference to the above, this is to communicate that the competent authority of M/s Northern Coalfields Limited has awarded the subject work to you for an amount of **Rs 85,59,007.22 (Rs 72,53,395.95 + GST@18% of Rs 13,05,611.27), i.e., (Rupees Eighty Five Lakh Fifty Nine Thousand Seven and Twenty Two Paisa Only),**subject to the following conditions /stipulations, inaddition to those stipulated in the Tender / Bid Notice, as referred above –

SN	Estimated Cost put to Tender including GST	Quoted Percentage by L1 bidder w.r.t.Estimated Cost put to tender	Accepted/Awarded amount includingGST
1.	Rs 95,57,775.66	24.11% Below	Rs 85,59,007.22

(1) All the materials,equipments and manpower required for the work shall be arranged by you.

(2) You are required to execute the work by deploying not more than **25 labours** per day.

(3) The Performance Security (i.e., the 1st part of the Security Deposit) shall be 5% of the Contract Value amounting, at present, to **Rs 4,27,951.00 (Rupees Four Lakh Twenty Seven Thousand Nine Hundred Fifty One Only).**The **Earnest Money** amounting to **Rs 1,41,000.00** deposited by you vide **Bank/UTR No.: 151694256 and PRN No.: 3066241009349 through Axis Aggregator Bank Net-banking** has been taken into account as part of Performance Security. Also **Rs 2,86,951.00 (Rupees Two Lakh Eighty Six Thousand Nine Hundred Fifty One Only) is required to be deposited** as balance amount ofPerformance Security. In addition to the above, all running on account bill shall be paid @ 95% of Work Value and the 5% deduction such made, shall form the Retention Money, i.e., the 2nd part of the Security Deposit.

14/3/24
Staff Officer (Civil)
Dudhichua Area

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

एन सी एल
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(4) You will have to deposit **Additional Performance Security** of **Rs 10,27,441.77 (Rupees Ten Lakh Twenty Seven Thousand Four Hundred Forty One and Paisa Seventy Seven Only)** as per Clause No **14.2 of ITB of NIT**.

(5) You are,hereby, required to **submit the following within 21 days (Twenty one days) from the date of receipt of this letter of acceptance** for issuing formal Work Order for the work –

(a) **Rs 2,86,951.00 (Rupees Two Lakh Eighty Six Thousand Nine Hundred Fifty One Only)** as balance amount of Performance Security in acceptable form;
(b) **Rs 10,27,441.77 (Rupees Ten Lakh Twenty Seven Thousand Four Hundred Forty One and Paisa Seventy Seven Only) as APS** in acceptable form;
(c) Self attested Copy of GST Registration Certificate& Service Accounting Code (SAC) of works/services;
(d) Self attested Copy of Income Tax PAN issued by Income Tax Department, Govt. of India;
(e) Self attested Copy of Proprietorship Deed / Partnership Deed / Power of Attorney etc., as the case may be.;
(f) Self attested Copy of CMPF / EPF Registration or copy of affidavit for implementation of CMPF Act;
(g) Authorization form for e-Payment duly filled in, signed & sealed;
(h) Non Judicial Stamp Paper for ₹500.00 of UP state;
(i) PERT / BAR Chart showing percentage of periodical progress for completion of work, signed & sealed;
(j) Self attested Copy of the Letter of Site Hand Over;
(k) A certificate issued by a practicing Chartered Accountant having a valid membership number with Institute of Chartered Accountant of India for complying Anti-profiteering clause u/s 171 of CGST Act 2017 as well as Office Memorandum F.No. 296/07/2017-CX.9 dated 15th June 2017 issued by the Department of Revenue, Ministry of Finance, Govt. of India.

(6) If Security Money is deposited in the form of Bank Guarantee, if applicable; it should be issued through Structural Financial Management System (SFMS) Platform as per the format given in the Tender Document.

(7) In case you fail to submit the Performance Security and Additional Performance Security, if any, within the stipulated time of 21 days then the award of work shall be cancelled with forfeiture of the Bid Security / Earnest Money. Additionally, you shall be debarred from participating in future tenders in NCL for a period of minimum one year from the date of issue of such letter, which will be issued after approval of competent authority of NCL. Also no payment shall be made for the work done, if any, against this LOA.

(8) The work shall be completed within **880 (Eight Hundred Eighty)** days from the date of commencement of the work. The date of commencement of the work shall be reckoned from the 10th day of issue of this Letter of Acceptance or from the 7th day of actual date of handing over of the site, whichever is later. However, the Date of Commencement can also be decided with mutual consent with you prior to the date as prescribed above.

(9) In case of failure to start the work within specified date of commencement of work as per Cl. No. (8), above, the company shall be at liberty by giving 15 days notice in writing to start the work, failing which, to forfeit the Earnest Money deposited by you and to rescind the LOA and also debar you to take part in the future re-tender(s). Also, in place of a Bid Security (EMD), for defaults of which attract forfeiture of EMD as defined in the request for the bid documents, you will be banned for 1 (one) year from being eligible to submit bids in CIL and/or its subsidiaries, as per Contract Terms & Conditions, as per approval of competent authority of the company.

14/3/24

Staff Officer (Civil)
Dudhichua Area

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(10) The work should be executed as per the BOQ, General Terms and Conditions, Additional Terms & Conditions, Scope of the work, Special Terms & Conditions, CPWD specifications, BIS standards, MPPWD / MORTH (in case of road work), description of the items of the accepted tender document and instruction of EIC.

(11) You are to employ, to the extent possible (as per policy decision of the company in effect from time to time), local project affected persons & pay wages not less than the minimum wages fixed by the respective State/Central Govt., as may be in force.

(12) You shall depute yourself &/or your authorized representative having proper & sufficient powers, at the work site during the entire period of Contract to interact & receive instructions from the Department.

(13) You shall not pay less than the minimum wages to the labors engaged by you as per Minimum Wages Act or such other legislation or award of minimum wages fixed by the respective State Govt. or Central Govt., as may be in force.

(14) You should ensure implementation of CMPF and Allied Scheme and Miscellaneous Provision Act, 1948 Employees Provident Fund and Miscellaneous Provisions Act, 1952 as the case may be and allied scheme framed there under in respect of workers deployed by you and will have to recover statutory dues and deposit the same along with employer's contribution (Contractor's share) to the respective CMPF/EPF Office and to submit statutory return under intimation to the Principal Employer.

(15) All duties, taxes (excluding GST & GST Compensation Cess, if applicable), local, municipal, provincial or central etc. and other levies, royalty, building & construction workers cess (if applicable), etc. as payable shall be to yours account and shall be deemed to have been included in the tendered rate for the work to be executed. Payment of GST & GST Compensation Cess shall be dealt as per NIT Provisions, GST Act Rules, and other stipulations as mentioned in this letter, & as prevailing at respective times, as per extant rules.

(16) Regarding GST, the following may please be noted –

(a) GST will be reimbursed on production of uploaded invoice / documentary evidence. Amount of statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2A of NCL in common portal of GST and after submission of documentary evidence of deposition of GST Taxes and fling of GST Returns.

(b) You will have to pass on Input Tax Credit by way of enclosing original Tax input invoice with bill.

(c) All invoices submitted by you will have to be in the form of GST invoice giving all details as required under the law. You will raise invoice strictly adhering to provisions of Section 31 under CGST Act 2017 along with Rule 46 & 47 of CGST Rule, 2017 You will indicate the rate as well as amount of CGST, SGST or IGST in invoice You will upload the details of invoice on GST portal as per the provisions of GST Act Invoice issued by you should bear GST Registration Number of NCL [23AABCN4884H1ZE (MP) &09AABCN4884H1Z4 (UP)] to enable NCL to claim input tax credit.

(d) You will file all the Returns and details as applicable under GST Laws & Rules within due dates.

(e) You will give an undertaking on invoice or as separate Annexure along with the invoice that the invoice! applicable GST Returns has been / will be uploaded on GST Portal within due time as prescribed in CGST Act and CGST, SGST or IGST has been deposited as per the provisions of GST Act and rules thereof.

(f) If there is any delay of payment against the Invoice due to your fault and if any reversal of input tax arises, the same will be recovered from you along with interest and penalty if any as paid by NCL due to reversal.

(g) In case the GST rating of vendor on the GST Portal/Government's official website is negative/black listed at any stage even after award of work NCL has right to cancel the Letter of Award. NCL shall not be obliged or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with a penalties interest if any incurred by NCL.

14/3/24
Staff Officer (Civil)
Dudhichua Area

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(h) You will issue credit note as per the provisions of Rule 53 of CGST Rule, 2017 on quality deduction of Liquidated Damages, if any arises.

(i) If you default in uploading the invoice/applicable GST Returns or default in deposit of applicable GST Taxes, NCL reserves the right to upload such defaulter on NCL website and may also debar you from participating in future tenders for a minimum period of one year.

(17) As per Clause 8.4 of GTC of the Tender / Bid Notice, materials conforming to approved samples shall only be brought to the site. As such, you are requested to immediately contact the **In-charge of the Work** / Project Engineer (Civil)/IC-I&M (Civil)/Dudhichua for approval of samples of materials to be used in the work.

(18) You are, hereby, requested to take note &act fast on the following system regarding Attendance & Payments of Contract Workers and Bill Payments for the work, without any lapses / fail –

(a) All the contract workers engaged for the subject work shall be covered with the **Biometric Attendance System** for payment of wages. Biometric Attendance System is being set up by the Company at Dudhichua Area & Project for contract workers under Nodal Officer of Personnel Deptt./ Dudhichua (**Nodal Officer (Biometric Attendance)/Dch**, henceforth);

(b) For this,you are required to issue Photo I-card to the engaged contract workers for the subject work, containing details like Name, AADHAAR No., LOA No. and Photograph; and ensure their registration in the Biometric Attendance System under close supervision of Nodal Officer (Biometric Attendance)/Dch;

(c) Accordingly, Nodal Officer (Biometric Attendance)/Dch will provide copy of the I-cards along with Biometric Registration Details of individual contract workers to the Civil Engineering Department.

(d) Engaged contract workers will make Biometric Attendance in the Biometric Attendance System of the Company, at Dudhichua Area & Project;

(e) You shall ensure submission of **Monthly Attendance Sheet** of daily attendance of Contract Workers to the respective **Site In-charges** of the work, deputed from Civil Engineering department, which will be sent to the Nodal Officer (Biometric Attendance)/Dch after due certification.

(f) Nodal Officer (Biometric Attendance)/Dch shall ensure filling-in the details in the **CLIP Portal** from you, and will issue **Labor Payment Certificate&Certificate of CMPF / EPF Deductions** on **monthly basis** to you, as per the Monthly Attendance Sheet received from the Civil Engineering Department. No RA Bill or Final Bill shall be sent to the Nodal Officer for any certification on the bills.

You are to follow the above system without any lapses &/or fail, otherwise, all the onus will lie on you in case of otherwise, and you will be responsible solely as such for any losses &/or delays in payment for the work executed & accepted by the Department.

(19) All the clauses of **Safety Code** of the Tender Document, as laid down in Additional Safety Measures to be taken by the contractor, are to be strictly followed.

(20) **SO(C)/Dudhichua** will be **Engineer-in-charge of the Work(EIC**, henceforth);

14/3/24

Staff Officer (Civil)
Dudhichua Area

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(21) Project Engineer (Civil) / IC-I&M (Civil), Dudhichua shall be the **In-charge of the Work& shall also be 2nd Level Check Officer**(**ICW**, henceforth). Please contact the ICW / Project Engineer (Civil) / IC-I&M (Civil)/ Dudhichua Project for receiving work details, scope, drawings, sites &instructions regarding commencement of work.

(22) **Dy. Manager (Civil) /I&M (Civil)/ Dudhichua** shall be the **1st Level Check Officer** (**FLCO**, henceforth);

(23) **Overseer (Civil)/I&M(Civil)/Dudhichua**, Shri Abhishek Kumar Singh & Shri Yogendra Meena shall be the **Site In-charge of the Work & the Measurement Recording Engineer** (**SIC**, henceforth).

(24) Any of the above mentioned official, i.e., **EIC, ICW, FLCO or SIC**, upto the closure of Contract, can issue instructions, directions & make correspondence with you based on such requirements, in accordance with the Contract Terms & Conditions, under intimation to all concerned officials.

It is also requested you to point-out & inform us about any discrepancy, if occurred while issuing this letter, so as to get it corrected timely.

We are expecting that you will take up the work, fulfilling all the conditions enumerated as above in right earnest, with proper efforts and with due diligence.

Encl : Copy of L1 Tendered BOQ.

Yours Faithfully

14/3/24

Staff Officer (Civil)
NCL, Dudhichua Area

(19.03.24)

Copy to:
1. GM/ Dudhichua;
2. PO/Dudhichua;
3. SO (P) / Dudhichua - For implementation of various Acts / Rules for payment of minimum wages & contribution towards CMPF/EPF & statutory provisions through the Nodal Officer (Biometric Attendance)/Personnel Deptt/Dudhichua & Form-III is being sent for further needful separately;
4. AFM / Dudhichua - In reference to Budget provided of **Rs 85,59,007.22** in FY: 24-25 certified towards **FC-FY 24-25: 141/2 Dated 10.11.2023**, under the Head- Environment;
5. Dy. Mgr.(P)/Nodal Officer (Biometric Attendance)/Dudhichua- In reference to Letter No.- GM/DCH/PD/Nodal/2023/1812 dated 25.09.2023
6. PE (Civil)/IC-I&M(Civil) / ICW / Dudhichua;
7. DM (Civil)/I&M (Civil) / FLCO /Dudhichua;
8. Overseer (Civil)/I&M(Civil)/Dudhichua,-Shri Abhishek Kumar Singh & Shri Yogendra Meena;
9. Work File: F-1291.

Distribution to :
a) Regional Labor Commissioner(C), BhootNath Ashram, Sarvodaya Nagar, Kanpur-208005(UP);
b) Assistant Labor Commissioner(C),189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP);
c) Labour Enforcing Officer (C), 189/A-4,Alopibagh, PO-Daraganj, Allahabad (UP).

Validate | Print | Help

Percentage BoQ

Tender Inviting Authority: STAFF OFFICER (Civil), DUDHICHUA AREA

Name of Work :	Construction of Wheel Washing Facility comprising of completed recirculation system at Mine Exit at Dudhichua Project with one year AMC after one year warranty. (NIT No : DCH/SO(C)/23-24/ETN-49 Date: 14.12.2023)				
	Category of Services (To Be Selected by Department)	Category of Bidder(To Be Selected by Bidder)	To Be Entered by Department		
ITC Available	Works Contract	Bidder's Status (Mandatory)	Rate of GST (in %)	GST to be Paid By Bidder (in Rs.)	GST to be Paid By CIL/Subsidiary (in Rs.)
Name of the Bidder/ Bidding Firm / Company :	M/S. ASSOCIATE ENGINEERS & BUILDERS	GST Registered Bidder	18.00	1305611.27	0.00

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge. All kinds of soil	105	cum	152.2	15981.00	INR Fifteen Thousand Nine Hundred & Eighty and Paise One Hundred Only
2	Earth work in excavation by mechanical means (Hydraulic excavator)/ manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge. Ordinary rock	35	cum	293.6	10276.00	INR Ten Thousand Two Hundred & Seventy Six Only
3	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m. All kinds of soil.	155	cum	206.7	32038.50	INR Thirty Two Thousand &Thirty Eight and Paise Fifty Only
4	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : 1:1½:3 (1 Cement: 1½ coarse sand (zone-III) : 3 graded stone aggregate 20 mm nominal size).	130	cum	6510.25	846332.50	INR Eight Lakh Forty Six Thousand Three Hundred & Thirty Two and Paise Fifty Only
5	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : 1:2:4 (1 cement : 2 coarse sand (zone-III) : 4 graded stone aggregate 20 mm nominal size).	2	cum	6036.15	12072.30	INR Twelve Thousand &Seventy Two and Paise Thirty Only
6	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : 1:3:6 (1 Cement : 3 coarse sand (zone-III) : 6 graded stone aggregate 20 mm nominal size).	132	cum	5402.95	713189.40	INR Seven Lakh Thirteen Thousand One Hundred & Eighty Nine and Paise Forty Only
7	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level : 1:1.5:3 (1 cement : 1.5 coarse sand (zone-III): 3 graded stone aggregate 20 mm nominal size).	146	cum	6908.3	1008611.80	INR Ten Lakh Eight Thousand Six Hundred & Eleven and Paise Eighty Only
8	Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. above plinth level up to floor five level, excluding cost of centering, shuttering, finishing and reinforcement : 1:1.5:3 (1 cement : 1.5 coarse sand(zone-III) : 3 graded stone aggregate 20 mm nominal size).	80	cum	8147.5	651800.00	INR Six Lakh Fifty One Thousand Eight Hundred Only
9	Reinforced cement concrete work in beams, suspended floors, roofs having slope up to 15° landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases above plinth level up to floor five level, excluding the cost of centering, shuttering, finishing and reinforcement, with 1:1.5:3 (1 cement : 1.5 coarse sand (zone-III) : 3 graded stone aggregate 20 mm nominal size).	7	cum	8482.4	59376.80	INR Fifty Nine Thousand Three Hundred & Seventy Six and Paise Eighty Only
10	Centering and shuttering including strutting, propping etc. and removal of form for: Foundations, footings, bases of columns, etc. for mass concrete	173	sqm	218	37714.00	INR Thirty Seven Thousand Seven Hundred & Fourteen Only
11	Centering and shuttering including strutting, propping etc. and removal of form for: Walls (any thickness) including attached pilasters, butteresses, plinth and string courses etc.	854	sqm	479.6	409578.40	INR Four Lakh Nine Thousand Five Hundred & Seventy Eight and Paise Forty Only
12	Centering and shuttering including strutting, propping etc. and removal of form for: Suspended floors, roofs, landings, balconies and access platform	49	sqm	556.8	27283.20	INR Twenty Seven Thousand Two Hundred & Eighty Three and Paise Twenty Only
13	Centering and shuttering including strutting, propping etc. and removal of form for: Columns, Pillars, Piers, Abutments, Posts and Struts	6	sqm	554.6	3327.60	INR Three Thousand Three Hundred & Twenty Seven and Paise Sixty Only
14	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level. Thermo-Mechanically Treated bars of grade Fe-500D or more.	26000	Kg	101.25	2632500.00	INR Twenty Six Lakh Thirty Two Thousand Five Hundred Only
15	Structural steel work in single section, fixed with or without connecting plate, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	550	kg	104.2	57310.00	INR Fifty Seven Thousand Three Hundred & Ten Only
16	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	600	kg	115.05	69030.00	INR Sixty Nine Thousand &Thirty Only
17	Providing and fixing 1mm thick M.S. sheet door with frame of 40x40x6 mm angle iron and 3 mm M.S. gusset plates at the junctions and corners, all necessary fittings complete, including applying a priming coat of approved steel primer. Using M.S. angles 40x40x6 mm for diagonal braces	3.6	sqm	4240.35	15265.26	INR Fifteen Thousand Two Hundred & Sixty Five and Paise Twenty Six Only
18	Cement concrete flooring 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate) finished with a floating coat of neat cement, including cement slurry, but excluding the cost of nosing of steps etc. complete. 40 mm thick with 20 mm nominal size stone aggregate	58	sqm	427.15	24774.70	INR Twenty Four Thousand Seven Hundred & Seventy Four and Paise Seventy Only

14/3/24

Staff Officer (Civil)

Dudhichua Area

19	Providing and fixing precoated galvanised iron profile sheets (size, shape and pitch of corrugation as approved by Engineer-in-charge) 0.50 mm (+ 0.05 %) total coated thickness with zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns. Sheet should have protective guard film of 25 microns minimum to avoid scratches during transportation and should be supplied in single length upto 12 metre or as desired by Engineer- in-charge. The sheet shall be fixed using self drilling /self tapping screws of size (5.5x 55 mm) with EPDM seal, complete upto any pitch in horizontal/ vertical or curved surfaces, excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required.	50	sqm	566.15	28307.50	INR Twenty Eight Thousand Three Hundred & Seven and Paise Fifty Only
20	6 mm cement plaster 1:3 (1 cement : 3 fine sand) finished with a floating coat of neat cement and thick coat of Lime wash on top of walls when dry for bearing of R.C.C. slabs and beams.	84	sqm	254.25	21357.00	INR Twenty One Thousand Three Hundred & Fifty Seven Only
21	Finishing with Epoxy paint (two or more coats) at all locations prepared and applied as per manufacturer's specifications including appropriate priming coat, preparation of surface, etc. complete. On steel work	18	sqm	143.9	2590.20	INR Two Thousand Five Hundred & Ninety and Paise Twenty Only
22	Providing and laying S&S Centrifugally Cast (Spun) / Ductile Iron Pipes conforming to IS : 8329 : 200 mm dia Ductile Iron Class K-7 pipes	3	metre	1687.8	5063.40	INR Five Thousand &Sixty Three and Paise Forty Only
23	Earth work in excavation in all kind of soil/ silt by mechanical means (hydraulic excavaror)/ manual means including dozering, trasnportation, unloading at designated place, levelling and dressing of dump sites all inclusive as per instructions of EIC. with all lifts (for all project of NCL).Lead upto 50 m.	820	Cum	29.17	23919.40	INR Twenty Three Thousand Nine Hundred & Nineteen and Paise Forty Only
24	Providing 1 no. semi-skilled manpower for operation & supervision of the system in general shift.	730	days	650.79	475076.70	INR Four Lakh Seventy Five Thousand &Seventy Six and Paise Seventy Only
25	Supplying, installation and commissioning of Auto Wheel Washing System Unit: Length - 600 mm Width - 3200 mm 1 Double side spray bar per side 1 Control cabinet 1 Automatic starting optical sensor 2 Washing pumps, 2200 l/min, 7.5 Kw each Drive through width - 3000 mm Maximum load - 60 Ton Height of splash guard walls - 136 cm Nozzles (dia min. 7 mm) - 140 nos.	1	nos.	1540000	1540000.00	INR Fifteen Lakh Forty Thousand Only
26	Entry and exit ramp: 4 nos. of entry and exit ramp - Heavy Duty	1	set	190000	190000.00	INR One Lakh Ninety Thousand Only
27	Installation supervision & training	1	nos.	90000	90000.00	INR Ninety Thousand Only
28	Flocculant dozing pump with 50 liter of flocculent with re-circulation water system	1	nos.	130000	130000.00	INR One Lakh Thirty Thousand Only
29	Shipping and packaging charge	1	nos.	45000	45000.00	INR Forty Five Thousand Only
30	AMC-2 Years: Non comprehensive includes 1 visit per month for 3 days involves system inspection and general service @ 3,80,000/- per year. Cleaning/handling of recycling tank not included in AMC.	1	per year	380000	380000.00	INR Three Lakh Eighty Thousand Only
31	Total impact of GST for the purpose of CTC	1.000	Nos	0.00	0.00	INR Zero Only
Total in Figures					7253395.95	INR Ninety Five Lakh Fifty Seven Thousand Seven Hundred & Seventy Five and Paise Sixty Six Only
Quoted Rate in Figures			Less (-)	24.11%	7253395.95	INR Seventy Two Lakh Fifty Three Thousand Three Hundred & Ninety Five and Paise Ninety Five Only
Quoted Rate in Words		INR Seventy Two Lakh Fifty Three Thousand Three Hundred & Ninety Five and Paise Ninety Five Only				

14/3/24
Staff Officer (Civil)
Dudhichua Area
(14.03.24)

ANNEX 7 Objection and current status

From : environmentdch@gmail.com Tue, Apr 09, 2024 05:22 PM

Subject : ANNEX 7 Objection and current status

1 attachment

To : Sanjeev kumar <gmenv.ncl@coalindia.in>

Dear Sir,

ANNEX 7 -BHU REPORT was missing from the reply send regarding objection and current status for recommendations made by Vth quarterly reports of oversight Committees of UP & MP .

Kindly find it attached in addition to the reply sent earlier.

Environment e Department
Dudhichua, NCL- Singrauli

ANNEX 7 BHU REPORT.pdf
5 MB

Scientific study of fly ash utilization/dumping/Mixing in the OB of the running/active mines of NCL along with its viability and safety aspect of man and machinery

For

Dudhichua Opencast Project

Feb 2022

Submitted By
DEPARTMENT OF MINING ENGINEERING
INDIAN INSTITUTE OF TECHNOLOGY
(BANARAS HINDU UNIVERSITY)
VARANASI 221 005
UP (INDIA)

Project report prepared by a Team of faculty members of Indian Institute of Technology (BHU)

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- **This report is prepared for internal use of Northern Coalfields Ltd and will be utilized for the concerned legal requirement.**
- **Indian Institute of Technology (Banaras Hindu University), Varanasi reserves the right to publish the result of research for the benefit of Society.**

DEPARTMENT OF MINING ENGINEERING
INDIAN INSTITUTE OF TECHNOLOGY
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1.0 Introduction

1.1 Project Brief

Northern Coalfields Limited (NCL), a subsidiary company of Coal India Limited (CIL) operates Opencast Mines in Singrauli coalfield. The Singrauli Coalfield is divided into two basins, namely Main basin and Moher sub-basin. Moher sub-basin having an area of 312km^2. The Moher sub basin is the centre of mining activities. The southern half of the Moher basin is preserved while the northern half was up thrown by a metamorphic fault and is eroded, hence called Moher Sub basin. Initially, Dudhichua Opencast Project was identified as a premier block for a rated capacity of 10 Mtpa of coal production. As per Project report combined dragline and shovel dumper system is being used here for mining purposes.

The Project is covered under survey of India Topo Sheet N G44W12. It is bounded by geographical coordinates ranging from 24º9' 12.23''N to 24º9' 20.28''N and longitude 82º41' 3.27''E to 82º40' 2.3''E.Coal linkage of the project is proposed for basket linkage for pit head power station of NTPC, UPRVUNL in Singrauli coalfield and power station in Western/Northern India through own MGR system and other consumers by Public Railways.

EPR for Dudhichua OCP was prepared in 2008 and submitted for an incremental capacity of 5 Mtpa (from 10 Mtpa to 15 Mtpa), which was approved by NCL Board on 28.07.2008. Further, NCL desired the revision of EPR for an increased total capacity of 25 Mtpa within the boundary of earlier EPR of 15 Mtpa. The EPR for Dudhichua OCP had been prepared for an incremental capacity of 10 Mtpa(from 10 Mtpa to 25 Mtpa) for the following two options:

Option – I, Total Departmental
Option – II, Partial OB Outsourcing (Dragline Departmental)

In both the options, total coal production is to be done departmentally. The Project has Environmental Clearance from Ministry of Environment Forest and Climate Change (MoEF&CC) for a rated capacity of 25.0 Mtpa of coal production vide letter no. J-11015/381/2008.IA.II(M) Dated: 20.03.2020.

The Project is designed to produce 25.0 Mtpa of coal from the three working seams namely, Purewa Top, Purewa Bottom, and Turra, with an average stripping ratio of 4.61 m3/t. The gradient of the seams varies from 2º to 3º. The total land requirement was estimated as 2390.722 ha, out of which 1217.589 ha is forestland, 806.913 ha is tenancy land and 366.22 ha is Govt/wasteland. The Project is being worked by combined mining system deploying dragline and shovel dumper combination.

1.2 Scope of the work

Fly Ash is the fine particulate matter outcome of coal-burning, mainly primarily from the coal-based electricity generation plants. Fly ash is considered a harmful product for the environment and it is becoming a concern for everyone. Fly ash disposal in an unscientific way affects the local ecosystems due to the heavy metal pollution through erosion and leachate generation. Fly ash contaminates surface and groundwater, soils and vegetation by mobilization of its hazardous metals.

Ministry of Environment and Forest has notified to reduce the impact of fly ash on the environment and to lower the requirement of land for its disposal. MOEF also compelled 100% utilization of fly ash. Therefore, many mining companies plan to get back the fly ash generated from the neighboring coal-fired thermal power plants, namely NTPC, Anapara, Rihand, etc. These companies are facing tremendous space constraints. The enormous quantities of fly ash occupy vast tract of land area, and adversely affects the environment due to its storage and disposal problem.

As per Fly Ash Notification dated 3rd November, 2009, issued by MoEF&CC, Government of India, it is mandated to use fly ash in different sectors with the objective of its gainful utilization. This Notification states that:

i. No person or agency shall within 50 kms (by road) from coal or lignite based thermal power plants, undertake or approve stowing of mines without using at least 25% of fly ash on weight to weight basis, of the total stowing material used and this shall be done under the guidance of the Director General of Mines Safety (DGMS), and

ii. No person or agency shall within 50 kms (by road) from coal or lignite based thermal power plants, undertake or approve without using at least 25% of fly ash on volume to volume

basis of the total material used for external dump of overburden and the same percentage in upper benches of back filling of opencast mines and this shall be done under the guidance of the Director General of Mines Safety (DGMS).

Therefore, scientific assessment of fly ash from selected locations is required to be carried out and analyzed for any possibility of its disposal in the mine by mixing with overburden materials in appropriate proportions considering the environmental, safety and other statutory conditions. Based on the above discussion the following objectives have been taken for the present project study

1. Geotechnical Study of Overburden dump form mine
2. Geotechnical study of Fly ash sample collected from power plants
3. Geotechnical investigation of mix overburden and fly ash
4. Fly ash characterization study
5. Leaching study
6. Slope stability of mix overburden and fly ash
7. Traffic study for fly ash dumping (Route and Mode of Fly ash Transportation).

1.3 Work order and term of reference

The NCL Board in their 265thmeeting vide reference no. NCL/SGRL/R&D/2021/90, dated 10.07.2021,has approved the subject proposal –"Scientific study of fly ash utilization/dumping/Mixing in the OB of the running/active mines of NCL along with its viability and safety aspect of man and machinery". The Department of Mining Engineering, Indian Institute of Technology (Banaras Hindu University) was assigned the job vide work order No.NCL/SGRL/R&D/2021/90, dated 10.07.2021.

2.0 Study Area

2.1 Project site

Dudhichua OCP is a part of Northern Coalfield Limited, located in the UP and MP border and supply coal to the power plant. It is located on the east of Jayant Opencast Mine and on the west of Khadia Opencast Mine in Singrauli Coalfield. The inter-state boundary between MP and UP passes through the existing project area and thus the project is partly in the Singrauli district in MP and partly in the Sonebhadra district in UP. The expansion proposal is totally in the Singrauli district of Madhya Pradesh. Geographic coordinates of the expansion area are bounded by Longitude82°41'3.27"E to 82°40'2.3"E and Latitude 24°9'12.23"N to 24°9'20.28"N,whereas southern latitude of leasehold boundary is 24°7'19.83"N to24°10'56.40"N. The area is covered in Survey of India Topo sheet No.63L/12(RF 1:50000) and special Toposheet No.6 to 9.

Coal from this coalfield is supplied to NPTC and other thermal power. The nearby railway stations are Singrauli. These railway stations are connected to Varanasi, Prayagraj and Howrah. The nearest airport is Varanasi, situated about 250km away from Singrauli. Figure 1 shows the location map of the study area. The project is well connected to Sidhi in MP about 90 km and Varanasi in UP about 240 km. The nearest Railway Station is Shaktinagar in UP about 22 km and Singrauli in MP on the Obra-Katni branch line of Eastern Railway, which is about 30 km away and is approachable by an all weather roads. The project is at 63 km by road from Renukut in UPand 18 km from Waidhan in MP by Ranchi-Rewa highway.

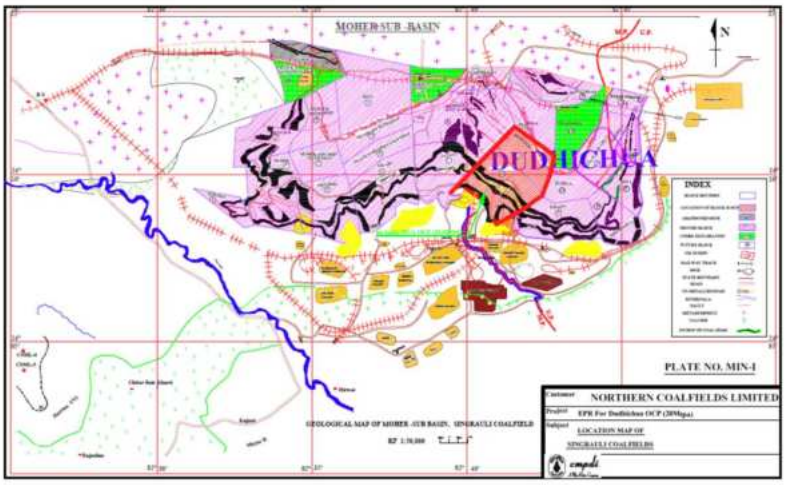


Figure 1 : Location MAP of Dudhichua OCP

2.2 Topography and Climate

Dudhichua Opencast Block stands out on a plateau above plains on its southeast part of Singrauli coalfield. The average elevation at the foot of the plateau is 325 m above MSL. The highest elevation reaches about 504 m. The plateau is defined by a steep escarpment (facing south-west), rising from the elevation of 320-430m. The escarpment is characterized by thick growth of vegetation rolled-boulders and is dissected by numerous small seasonal streams. The area on the top of the plateau is undulating with elevation varying from 375-430 m with occasional high hills rising to 504m.

The most important stream in around is Ballia Nalla. The drainage of the area is controlled by seasonal streams which discharge into Ballia Nalla, which ultimately drains into Govind Ballabh Pant Sagar in the south. Similarly, towards north, the drainage is through seasonal streams which ultimately join Bijul Nalla.

The climate of the area is tropical. The summer months are severe and prevail from March to June. Generally, the minimum and maximum temperature during summer is 21°C and 48°C respectively. The temperature in winter during the month of November to February varies between 4°C to 21°C. The average annual rainfall is about 1200 mm out of which about 88% precipitation is during rainy season from June to September only. The details of the rainfall data obtained from the Meteorological Station Jhingurda (1972-2016).

2.3 Geological features

Central Indian Coalfields is composed of two techno-sedimentary domains viz. the western part, covering an area of 1890 sq km known as Main Basin and the north-eastern part, covering an area of 312 sq km known as Maher sub-basin. These two basins are separated by a high basement trending NW-SE. Moher sub-basin is the most promising area and, at present mining of coal is confined to it in Singrauli Coalfield. Table 1 shows the general stratigraphic sequence of Singrauli Coalfield (as per GSI, 1977).

The block is situated at the beginning of the eastern arm of the crescent shaped Moher sub-basin. In conformity to the regional set-up, the beds have a general NNW-SSE to WNW-ESE trend with Northerly dip in general. The dip is generally 2° to 3°.

Table 1 : **The general stratigraphic sequence of Singrauli Coalfield (as per GSI, 1977);**

Age	Group	Formation	Lithology	Thickness(m)
Cretaceous		Intrusive	Dolerite dykes and sills.	Not estimated
Upper Triassic	Upper Gondwana	Mahadeva	Coarse grained, ferruginous sandstone with bands of shale, clay and conglomerate	Not estimated
Lower Triassic	Lower Gondwana	Panchet	White, greenish white and pink micaceous, medium to coarse grained sandstones with red beds, greenish brown silty shales and conglometers	Not estimated
Upper Permian		Raniganj	Fine grained sandstones and shales with coal seams.	215-403
Middle Permian		Barren Measures	Very coarse, grained ferruginous sandstones, green clay and shales	125-300
Lower Permian		Barakar	Medium to coarse grained sandstones, shales, clays and coal seams	325-600
Upper Carboniferous		Talchir	Tillites, sandstones, siltstone, needle shales	75-130
----------Unconformity----------				
Precambrian	Phyllites, quartzites, schists and gneisses.			

Entire block area is covered by the sediments of Barakar Formation with a thin cover of soil and alluvium at places. The stratigraphic sequence of rocks within Barakars based on data of drill holes is given in Table 2

The Barakar sequence mainly consists of fine to coarse grained, light grey, felspathic sandstone, shale, clay and coal seams. Kaolinised felsper is usually the cementing material. Two to three clay beds occur within the upper horizon of the Barakars. The shale bands generally occur as inter banded with coal and constitutes most of the dirt bands within the seams.

Presence of thin shale bands has also been observed within sandstone at places. Barakar Formation, comprising the coal seams belong to the arenaceous facies of varying grain sizes, but predominantly of the coarse-grained sandstone. Argillaceous facies amount to about 5% of the total column of the rocks in a vertical section. The coal, shaley coal and carb shales constitute the coal horizon.

Table 2 : Stratigraphic sequence of rocks and coal seams

Lithology	Thickness Range	
	Minimum	Maximum
Soil/weathered mantle	0	79.4
Sandstone &shale	0	200.35
Purewa Top	1.9	10
Sandstone &shale	27.08	45.2
Purewa Bottom	5.97	15.2
Sandstone &shale	48.5	63.05
Turra	15.45	23.65

GEOLOGICAL STRUCTURE

Structurally, the Singrauli Gondwana Basin is composed of two tectono-sedimentary domain, the Moher Sub-Basin in the northeast and the main basin on the west. These basins are separated by a north west-southeast trending elongated basement high, covered with shallow superficial thickness of basal Barakar sediments. The two sub-basinal structures show not only distinct patterns of sedimentation but also have structural peculiarities of their own. The northern boundary of the Moher Sub-Basin has a faulted contact with the Pre-cambrians. The general strike of sediments in the main Basin is north-south with westerly dip. The strike swings to north west-south east in south eastern part.

The Precambrian basement, on which the Gondwana sediments rest with a profound unconformity, comprises gneisses and schists in the south, while phyllites and quartzites are observed towards north. The rocks belonging to the Talchir Formation are mainly exposed over large areas in the plain country on the eastern and south-eastern parts of the coalfield.

The Barakar sediments cover a large fact in the eastern part of the coalfield and define prominent landmarks because of the hard, compact nature of the strata. The Barakar sequence mainly consists of medium to coarse grained, light grey, pink and white arkose with thin interbands of shale and pink clays. Fine grained sandstones are also observed within the formation but their proportion to the coarse grained sandstones is rather low. Kaolinised felspar is usually the cementing material. The sandstones are usually loosely cemented with high porosity and normally acts as good aquifers when they are sandwiched between impervious beds.

The Barren Measure Formation was first identified around Jhingurdah village in the north-eastern part of the coalfield. In fact, 125 m thick sequence of very coarse grained, pebbly, ferruginous and yellow sandstones with greenish sandstone and red and green clay bands, occurring between the Barakar coal measures comprising Kota-Turra Purewa-Panipahari seams below and an upper coal measure containing the Jhingurdah seam above has been tentatively grouped under the Barren Measures.

The Raniganj Formation covers a large area in the western part of Singrauli Coalfield. A semi-circular outcrop of this formation is also recorded in the Jhingurdah area where it attains a thickness of about 400 m. In the Jhingurdah sub-basin this formation is represented by sandstones of various grain size, white and grey clays and carbonaceous shales. Jhingurdah seam, which is 134 m thick, is the thickest Gondwana coal seams so far known in the country.

Panchet Formation are exposed in the Latajharia and Haraurinalas and Gopad river section in the southem part of the coalfield. These rocks crop out in the deep gorges cutting across the Mahadeva ranges. The Panchet beds appear to rest conformably over the Raniganj sediments and are overlapped by Mahadeva sandstones with an angular discordance .The Panchet sediments comprise coarse grained sandstones with inter bands of yellowish and reddish clays and siltstone. The sandstones are white to greenish brown in colour and show a profusion of mica.

Mahadeva beds, having a great thickness, covers a large tract in the southern and south-western parts of the coalfield upto the southern periphery. Excellent sections of Mahadeva beds are exposed west, south west and south of the Gopad river. At places, they occur as outliers within the coalfield. Such outliers are present in the isolated hills south of Bendul.

The Mahadeva beds give rise to high hillocks and occur along the scarp. They are practically horizontal with a regional dip towards south near the edge of the escarpment the formation comprises massive, thickly bedded medium to coarse grained sandstones with a yellowish to dark brown colouration. The sandstones are hard and resistant to weathering.

Basic intrusives are quite common in the western and south-western parts of the coalfield. It is interesting to note that all the intrusives are confined to pre-Panchet formations. The majority of the outcrops of the intrusives are close to the contact of Lower Gondwana and Mahadeva Formations. These basic bodies occur both as dykes and sills and form elongate ridges and mounds after weathering.

Physico-mechanical properties

The physico-mechanical properties of the rocks have been shown in table 3 below:

Table 3 : Physico-mechanical Properties

Lithology	Strength (Kg/cm2)		
	Compressive	Tensile	Shear
Very coarse grained sandstone	12-14		
Coarse grained sandstone	18-105	76-98	22-39
Coarse grained sandstone	57-179	10-38	23-67
Medium grained sandstone	33-157	13-25	16-67
Fine grained sandstone	45-380	10-34	14-42
Alternate shale/sandstone	45-259	15-44	19-47
Grey shale	179-372	9-43	
Shaly sandstone	163-210	7-37	
Carbonaceous shaly sandstone	33-445	5-47	38-47
Carbonaceous shale	35-761	19-56	31-47
Shaly sandstone	55-275	4-36	
Coal	70-696	5-42	11

2.4 Geo mining Characteristics

Turra (20m), Purewa Bottom (12m) and Purewa Top (7m) seams has been excavated by opencast mining. The roof and floor of the seams are composed mainly of coarse grained sandstone and occasionally of shale. The coal seams contain dirt bands, which are represented by coaly shale and carb sandy shales. Seam sections having ash and moisture content more than55% have been considered as dirt bands.

The bulk of the overburden is represented by sand stones (80 to90%), shales (6 to 10%), Soil and clay (4 to 10%) of the OB. Shales present in block are grey shale or sandy shale or carbonaceous shale and are normally associated with the floor and roof strata of the coal seams. Sandstones are generally grey to white, medium to coarse grained and are often gritty.

The relief is undulating and is cut by numerous ravines and nalla in the region of Turra seam in crop, the most prominent of them being Balia Nalla in the west. The surface RL of the opencast minefield varies within the range of 375m to430m with occasionally high hills rising to 504m. The FRL of Turra seam floor varies from 250m to 120m. The mine parameters are shown in the table 4.

Table 4 : Mine Parameters

Sl. No.	Particulars	Unit	Western	Eastern	Total
1	Average strike length of quarry along Turra seam floor	Km	1.80	1.90	3.70
2	Average strike length of quarry along surface	Km	2.00	2.30	4.30
3	Average Dip-Rise Width of the Turra Seam floor from quarry on existing face	Km	2.20	2.00	2.20
4	Average Dip-Rise Width of the quarry on surface from existing face	Km	2.60	2.40	2.60
5	Maximum depth of the quarry from surface	m	290	310	310
6	Quarry Surface Area (Expansion) from existing face	Sq. Km	10.77	10.77	10.77
7	Total quarry Surface Area (Existing & Expansion)	Sq. Km	16.40	16.40	16.40

OB Dump Benches

Shovel-dumper spoil dumps will be formed in benches of 30m and slope of individual dump bench will be 37° (equal to angle of natural repose of OB material). The width of berm between two adjacent benches will be 40m Overall slope of dump works out to 28. Top soil wherever available will be stacked separately which will be used up for spreading over the completed OB dumps.

2.5 Mining and Dumping Strategy

The overburden in the form of weathered mantle which lies up-to 37.5 m thickness inclusive of top soil layer. Half meter average thickness of top soil has been considered for separate removal and stacking for use in mine reclamation later. The Overburden consists of predominantly sandstone with minor amount of shale, carbonaceous shale and thin coal bands Besides, the overburden also includes sandy soil, weathered rocks and obvious/dirt bands > 1m thickness. Stripping ratio is obtained after dividing total volume of overburden by tonnage of coal available in the same area. The waste generation year/stage wise is given in Table below.

WASTE GENERATION (TOP SOIL & OVERBURDEN) IN M.CUM (BANK)

Year	Excavated	Top soil	OB	Total waste generated

	area (Ha.)	generated	Generated	Progressive	Cumulative
0-1	17.00	0.085	5.435	5.520	5.520
1-2	12.91	0.065	8.495	8.560	14.080
2-3	17.40	0.087	13.323	13.410	27.490
3-4	25.11	0.128	17.214	17.342	44.830
4-5	23.22	0.116	17.994	18.110	62.940
Conceptual (27 Year)	379.46	1.897	528.781	530.20	593.14
Total	475.10	2.380	690.760	593.140	---------

Backfill Dump

Backfilling will start from 4th year of the project operation with a meagre quantity of 8.791 mcum. During 4th to 7th year, partial backfilling (18.44 mcum) will take place whereas part of the excavated overburden will be deposited at the external dump (47.73 mcum). With the advance of mining operations from east to west, the internal backfill will be achieved from 8th year onwards.

Top Soil Dump

The total top soil generated (2.38 Mcum B) during the development of mine will be stacked separately in a soil stack pile in between the pit and the surface dump over an area of 11.82 Ha. It will be used for growing plants along the fringes of the site roads and reclamation of external dump and backfilled area. The top soil stockpiles will be low height not exceeding 6 m and will be grassed to retain fertility. Besides this top soil stacks there would be temporary stacks near the excavation area and area to be reclaimed which will be made use of for concurrent laying without bringing the topsoil to the soil stack near the OB dump.

2.6 Blasting and explosive

The faces are blasted using explosives and detonators. Coal is also extracted after blasting off the coal faces when shovel dumper is used.

The drill is deployed on the horizontal bench, cut by the shovel. From this level, blast holes are drilled down to the floor of the seam, the length of hole ranging between 8 and 10 m. Easy access to the drill is provided via the waste bench.

Large dia holes of 200-250 mm, will be drilled in order to excavate on an average of 24.81 MBCM (Million Bank Cubic Metre of OB) per year. A powder factor of 0.30 to 0.35 kg per BCM has been adopted for overburden. The powder factor for coal has been adopted as 0.2 kg/m^3.

Short delay detonators shall be used. The control technique to be adopted at the time of blasting to reduce noise, ground vibrations and fly rock are given under Environmental Management Plan.

TYPES OF EXPLOSIVES TO BE USED

Heavy ANFO explosive is proposed to be used and the daily requirement will be about 23 to as follows.

For OB 24.81 MCUM x 10^6 x 0.32 x 0.85 ÷ 300 = 22.49 te/day

For coal (2.8-2.25) MT x 10^6÷ 1.7 x 0.2 ÷300 = 0.51 te/day

Total = 23.00te/day

However, flexibility may have to be provided for usage of suitable alternative/available explosives.

2.7 Existing Environmental condition

Water quantity Management

The Water sampling stations were selected for effluent at inlet and outlet of Effluent Treatment Plant (ETP), Outlet of Sewage Treatment Plant (STP), drinking water supply, and Hand pump water and also from receiving streams by CMPDI.

Water samples were collected as per standard practice. The effluent samples and Drinking water samples were collected and analysed for four/five parameters on fortnightly basis. The surface water sample and drinking water samples were collected and analysed for all parameters on quarterly basis. Parameters like pH, Temperature and Dissolved Oxygen were analysed on-site while collecting the samples. Thereafter the samples were preserved and analysed at the laboratory of CMPDI.

The test results indicate that the major parameters compared with MoEF&CC Gazette Notification No. GSR 742(E) dt 25.09.2000 Standards for Coal Mines (For 4/5 parameters of drinking and effluent water), IS.10500/2012 (All parameters of Drinking water) and IS: 2296 (All parameters of Surface water), are within permissible limits.

One surface water and seven ground water samples from various locations in and around the mine site within 10 km radius were collected for assessment of the physic-chemical and

bacteriological quality. Methodologies adopted for sampling and analysis were according to the IS methods. Field parameters such as pH, Temperature, Electric conductivity and Dissolved Oxygen were monitored on site.

The water samples have been taken from one surface water source and six ground water sources were collected and analysed and their analysis by CMPDI. The water sources is given is within permissible limits.

Air quality management

The ambient air quality has been monitored by CMPDI and results of ambient air quality indicate that all parameters are lower than the prescribed limits for rural and residential areas.Other pollutants (than SPM) namely NO_x, SO_2, CO are already at quite low levels.

Total Suspended Particulate Matter (TSPM) monitored in the proposed mine area showed 98^{th} percentile value of 100.9 $\mu g/m^3$. A maximum value of 100.9 $\mu g/m^3$ and average value of 88.6 $\mu g/m^3$ was obtained at this sampling location are well within the limits of NAAQ standards.

Respirable particulate matter monitored in the proposed mine area showed 98^{th} percentile value of 42.2 $\mu g/m^3$. A maximum value of 42.2 $\mu g/m^3$ and average value of 39.7 $\mu g/m^3$ was obtained at this sampling location are well within the limits of NAAQ standards.CO concentration at all the locations was found to be less than 1 ppm. The values of TSPM, RPM, SO_2, NOx & CO monitored at all locations are well within the limit of NAAQ standards.

The ambient air quality monitoring stations were selected to represent core & buffer zone and further classified as residential and industrial area. The rationale has been based on the guidelines stipulated by MoEF&CC, consent letter of SPCB, as well as other statutory requirements.

Parameters chosen for assessment of ambient air quality were Suspended Particulate Matter (SPM), Particulate Matter (PM10), Fine Particulate Matter (PM2.5), Sulphur Di-oxide (SO2) and Nitrogen Oxides (NOx). Respirable Dust Samplers (RDS) were used for sampling of SPM, PM10, SO2, & NOx and Fine Dust Samplers (PM2.5 sampler) were used for sampling of PM2.5 at 24 hours interval once in a fortnight.

It has been seen from the analysis results that the 24 hours average concentration of parameters like SPM, PM10, PM2.5, SO2 and NOx are mostly within the permissible limits in all sampling locations as per MoEF&CC Gazette Notification No. GSR 742(E) dt 25.09.2000 Standards for Coal Mines and National Ambient Air Quality Standard -2009. Sometimes the

concentration of SPM, PM10 & PM2.5 exceeds the limits due to presence of number of thermal powers in the vicinity.

Noise Quality Management

Noise levels vary depending on the various activities in mining areas. The monitoring of noise levels in different locations will be helpful to take appropriate mitigating measures. The noise levels were recorded in the mining area, workshop and in residential area by CMPDI.

Noise level measurements in form of 'LEQ' were taken using Integrated Averaging Sound Level Meter (CR: 812C) during day and night time. Noise levels were measured for about one hour time in day and night time. Noise levels were measured in Decibels, 'A' weighted average, i.e. dB (A).

During the noise level survey it has been observed that the noise level in the sampling locations is within the permissible limits prescribed as per MoEF&CC Gazette Notification No. GSR 742(E) dt 25.09.2000 Standards for Coal Mines for Industrial Area and Noise pollution (Regulation and Control) Rules, 2000, for residential Area.

Land use and Topsoil management

It has been proposed to scrap out about 0.5 m thick layer topsoil separately before excavating the 1st OB bench and stack it in low height (<6 m) stack near the OB dumps over 11.82 ha area. It has been used for laying over dumps and backfills before afforestation. Total volume of top soil will be 2.38 Mcum.cum in the life of the mine and will be 0.478 Mcum during the 1st 5 years.

The study area is covered with flat terrain, with significant part of the land is covered by sandy loam soil. The extent of black soil is small in the form of patches in the southern part of the study area.

Physiography, land use / land cover

Physiographically the study area is characterized by the undulating terrain. Some part of the study area is drained by west-east flowing Kanchan River, which is a perennial river.

Table 5 : land use pattern of study area-satellite imagery (10 KM Radius)

SL. NO.	Land use	Percentage (%)
1	Forest Land	23.4
2	Settlement	15.8
3	Water Bodies (River/Tank/Canals)	5.54
4	Mining	--
5	Others (Waste Land, Culturable Waste, Arable land etc.)	55.26

Total	**100**
Total area	**7850 Ha.**

Flora and Fauna of the Study area

The Dudhichua OCP mine area and part of the study area comes under Mohanban reserve forest area. Core zone of mine area is comers under Bargoan and East Sarai region known as Dhusmari Wankhand Prakost of Mohanban reserves forest. Details and authenticated list of flora and fauna of core zone and buffer zone of the study area are collected form the DFO's of Bargoan and East Sarai region. The study area of 10 km radius does not contain national, wild life sanctuary and biosphere reserves. The core zone and buffer zone of the study area does not have endangered, endemic and migratory bird species.

2.8 Impact on topography and drainage

The mine located in an area with heavy rainfall. The ground water table within the area from surface in pre monsoon and post monsoon is varying between 3-15 m and 2-7 m respectively. Hence, the ground water table will be encountered from precipitation and from mine seepage.

During the course of mining the water will be pumped out from mine sump moving along the northern quarry wall side and will be disposed into a surface reservoir located at the north-eastern part of the ML area. The 2 m wide paved drain will be constructed along the haul road, which will drain the undisturbed areas and will be connected to local natural nala.

The max rainfall within 24 hours recorded at Sidhi is 189.8 mm. The largest void area being about 68.79 hac in five years of mining. The water collection as a result of above mentioned rainfall will be 0.130 Mcum (5^{th} year). Assuming the water loss through evaporation and ground water recharge as equal to 50% of this and gain by ground water seepage as 0.00442 Mcum, the water for pumping will be 0.0697 Mcum. For evacuating (pumping) this water in 3 days, the pumping capacity required comes to 48.4 cum/min. a setting tank of about 10.0 hac area has been provided at north-east corner of ML having capacity adequate to contain at least one day pumping of water under highest rainfall conditions.

Part of OB generated through the life of the mine will be accommodated in surface dump within the ML area over an area of 73.97 Ha and 76.21 Ha, having 100 m height. The top of the dump will be divided into separate plots with bunds around them so that max water is absorbed in the dump. Any extra water will be drained along the sides either through systematic drains along roads or along paved chutes in controlled manner.

Adequate measures to protect the mine workings from surface water flow during the rains will be taken by way of providing garland drains around the mine excavations and also providing suitable drainage gradients for mine benches. Sumps of adequate capacity will be provided on the quarry floor. The coal excavation and transport machinery are organised to be sited over

the coal bench top and will not be affected by water accumulation from rains or strata seepage. A concrete wall of appropriate thickness and height will be erected in between the quarry and the kanchan nala to prevent inundation of quarry.

2.9 Impact of fly Ash on Environment and dumping

The combustion of pulverized coal at high temperatures and pressures in power stations produces different types of ash. The ash fraction is carried upwards with the flue gases and captured before reaching the atmosphere by highly efficient electro-static precipitators. It is composed mainly of extremely fine, glassy spheres and looks similar to cement. Fly ash is a fine, glass powder recovered from the gases of burning coal during the production of electricity. These micron-sized earth elements consist primarily of silica, alumina and iron.

Fly ash is left behind when coal is burnt. Coal-fired power plants are the biggest sources of fly ash mainly contain quartz, mullite and the iron oxides hematite, magnetite. I also contains toxic chemicals such as arsenic, barium, cadmium, nickel and lead, among others. These are known to cause cancer, lung and heart ailments and neurological damage, and contribute to premature mortality.

Irregular accumulation and inappropriate disposal of fly ash will lead to its disposal over vast areas of land, with resultant degradation of the soil and danger to both human health and the environment. Fly ash particles, small enough to escape emission control devices, are easily suspended in air and have become a major source of air pollution. Repeated exposure to fly ash can cause irritation of the eyes, skin, nose, throat and respiratory tract, and can even result in arsenic poisoning. Fly ash can even reach the sub-soil and ultimately cause siltation, clog natural drainage systems and contaminate the ground water with heavy metals. (Yao et.al, 2015).

Coal contains significant amount of various trace metals, and after combustion these metal concentrations in fly ash are higher than that of in parent coal. Sometime, under favouring conditions, a considerable amount of these trace elements can easily be leached out from the surface of fly ash particles by the interaction with water in ponds or landfills (Bhattacharyya et al., 2009). It has been reported that the metal contaminants like V, Cr, Ni, Cd and Pb are potential hazards to the environment even at low levels (Patra et al., 2012).

The effect of fly ash on soils and microorganisms in the soils are influenced by the pH of the ash and trace metal concentrations in the ash. Microbial communities in contaminated soil have shown reductions in respiration and nitrification. These contaminated soils can be detrimental or beneficial to plant development. Most detrimental effects were observed when

boron phytotoxicity was observed. Plants absorb elements elevated by the fly ash from the soil. Arsenic, molybdenum, and selenium were the only elements found at potentially toxic levels for grazing animals.

2.10 Fly ash Dumping in Mine Voids:

As per the approved mining plan Dudhichua OC expansion 25Mty the available voids, at end of mining of Dudhichua OC quarry could be fully utilized by the backfilling of overburden. In addition, a part of the overburden will have to be accommodate in internal dumps. As the external dump is already reached to it maximum height (as reported by mine official). In such, there will not be any possibility of accommodating fly ash dump into External dump. Therefore, the only option is left is to accommodate the overburden material into internal dump.

3.0 Sample Collection and laboratory testing

3.1 Introduction

The important geotechnical properties of overburden dump materials are grain size distribution, specific gravity, optimum moisture content, Atterbergs limits, Cohesive properties, shear strength, etc. These properties play important role in slope stability and characteristic of fly ash material. Properties have been determined for overburden, fly ash and of overburden and fly mixture of various proportions. These has been determined to know the suitability of OB and fly ash as aback filling material in the Dudhichua opencast project.

3.2 Collection and Preparation of Samples

The overburden sample has been collected from different places of Dudhichua OCP dump. Ten to fifteen kg of overburden samples have been collected in the bags. Care has been taken to collect enough samples to represent the various conditions of strata in the mines. Total 6-8 bags have been taken from mines. The fly ash is taken from power plants in bags. The mouth of each bag was sealed immediately after collection and the same was again inserted in another poly bag to prevent atmospheric influences. The bags were transported with almost care from the plant to the laboratory/filed and kept in a secure and controlled environment. The sample of OB and fly ash are brought in the Laboratory of Department of Mining IIT (BHU) in tightly packed condition (to avoid contamination or moistening). Representative samples were then prepared by coning and quartering in the laboratory for the analysis. The location of collection point in the Dudhichua opencast project is shown in figure 2.

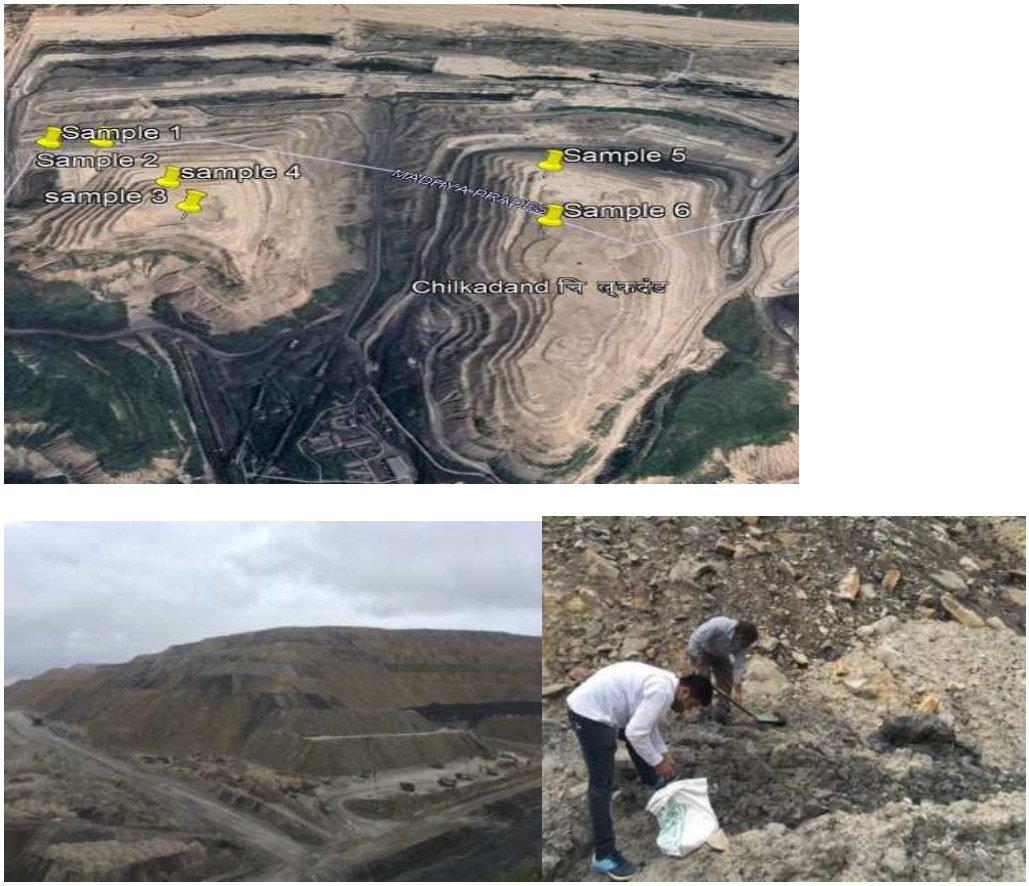


Figure 2 : Sampling location and collection of samples

3.3 Geotechnical Properties of soil and fly ash

3.3.1 Specific Gravity and bulk density

The specific gravity of soil is the ratio of the mass of a given volume of the material at a stated temperature. The specific gravity of soil is used in relating the weight of soil to its volume. It is obtained using a specific gravity bottle (50ml) for fine grain soils or pycnometer (1000ml) for coarse grain soil. The following formula obtains specific Gravity of Soil (Gs):

$$G_S = \frac{(W_2 - W_1)}{(W_4 - W_1) - (W_3 - W_2)}$$

Where, W_1 (gm) is the weight of sp. gr. Bottle, W_2(gm) is the weight of sp. gr. bottle + soil, W_3(gm) is the weight of sp. gr. bottle + soil + water and W_4(gm) is the weight of sp. gr. bottle + water. The complete test procedure is given in IS: 2720 part 3: Sec 1:1980.

Bulk density is an indicator of soil compaction. It is calculated as the dry weight of soil divided by its volume. This volume includes the volume of soil particles and the volume of pores among soil particles. Bulk density is typically expressed in g/cm^3. Bulk density is measured using proctor compaction mold. The Bulk Density(γ_{Bulk}) is obtained using the following formula:

$$\gamma_{Bulk} = \frac{W_2 - W_1}{V_m}$$

Where, W_2(gm) is the Weight of mold + compacted soil, W_1 (gm) is the weight of empty mouldand V_m (cc) is the volume of the mold.The complete test procedure is given in IS-2720-PART-7-1980.

Table 6 and 7 show the specific gravity and bulk density of various samples taken from mine and power plant. The average specific gravity and bulk density of overburden ash samples was found to be 2.13 t/m^{3}and 1.80 t/m^3, respectively. The specific gravity of Fly Ash sample was 2.05 for NTPC Vindya Nagar 2.15 and 2.04 for NTPC Shakti Nagar. The average bulk density of the fly ash samples was found to be 1.25 and 1.29 for NTPC Vindya Nagar and NTPC Shakti Nagar respectively.

Table 6: specific gravity, bulk density and dry density of Dudhichua OCP

Sample No	Specific gravity	Bulk density t/m^3
Sample 1	2.13	1.87
Sample 2	2.14	1.74
Sample 3	2.13	1.77
Sample 4	2.11	1.80
Average	2.13	1.80

Table 7: specific gravity, bulk density and dry density of fly ash Samples

Sample No	Specific gravity	Bulk density t/m^3
NTPC Vindhyanagar		
Sample 1	2.09	1.19
Sample 2	2.01	1.21
Average	2.05	1.25
NTPC Shaktinagar		
Sample 1	2.03	1.28
Sample 2	2.04	1.31
Average	2.035	1.29

3.3.2 Grain Size Distribution

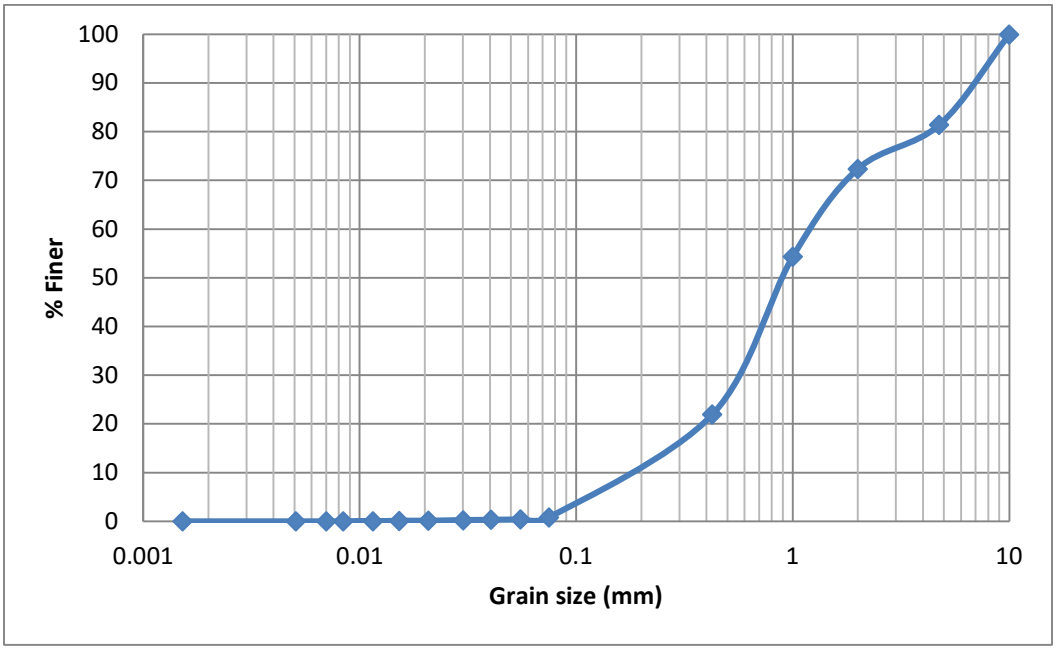
Soil gradation is the distribution of particle sizes expressed as a percent of the total dry weight. It is determined by passing the material through a series of sieves stacked with progressively smaller openings from top to bottom and weighing the material retained on each sieve. Sieve analysis is performed according to IS 2720: Part 4: 1985.

The results of testing will reflect the condition and characteristics of the aggregate from which the sample is obtained. Therefore, it is important to obtain a disturbed representative sample of the source being tested the distribution of different grain sizes affects the engineering properties of soil. The sieves of different standard IS size (4.75mm, 2.00mm, 1.00mm, 425µm, 75µm) are used for analysis. Samples were placed in the top sieve (4.75mm) and it was covered. A receiver, known as pan, which has no opening, was placed at the bottom of the smallest sized sieve. The set of sieves was kept on a mechanical shaker and the machine was started. Mechanical shaking was done for 15-20 minutes. The mass of the samples retained on each sieve and on the pan was weighed and percentages of different sizes were calculated.

Hydrometer analysis is a measurement method used to determine soil particle size in a sample. Hydrometer analysis is specifically for soil particle sizes that are less than approximately 0.75 mm in diameter. The hydrometer is placed in a container filled with a water and soil mixture and measurements are taken over time to perform the test.

Figure 3 shows the size distribution of two samples from Dudhichua Overburden dump. It indicates that the presence of fine material in overburden sample is very less. Moreover, this has been done neglecting large boulders and fragmentation. If we considered then the percentage of fine material in overburden soil is negligible. The percentage of fine material in overburden soil is negligible after considering large boulders. Therefore, the amount of clay is very less that is act and use as binding material of overburden soil.

The figure 4shows the size distribution of fly ash of two power plants. It indicates that the percentage fine is high compare to overburden soil. This will lead to reduce the permeability of overburden soil when it mixed with overburden soil.



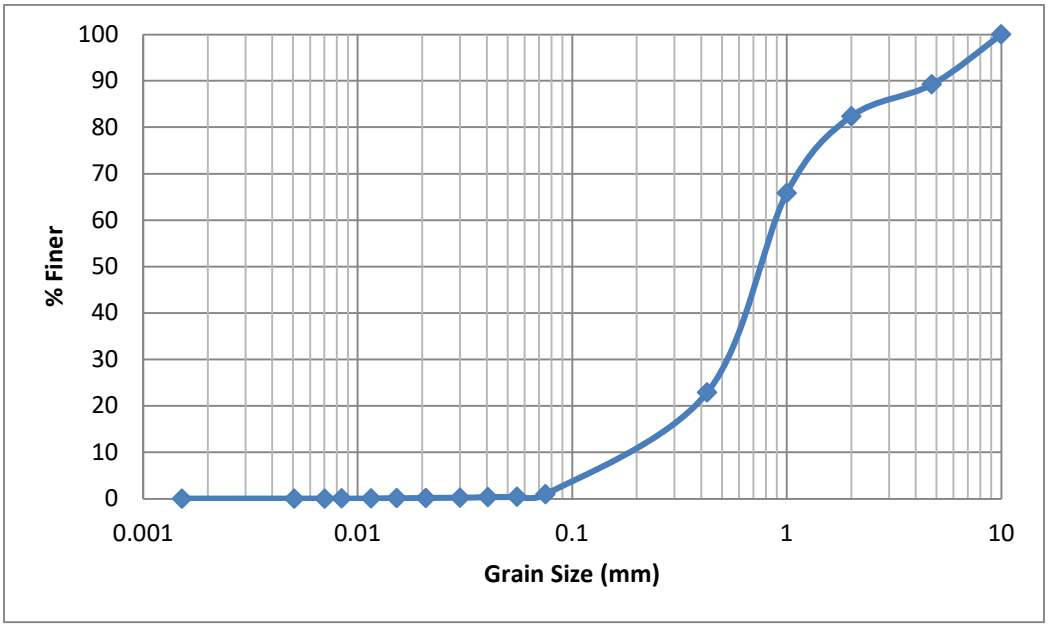
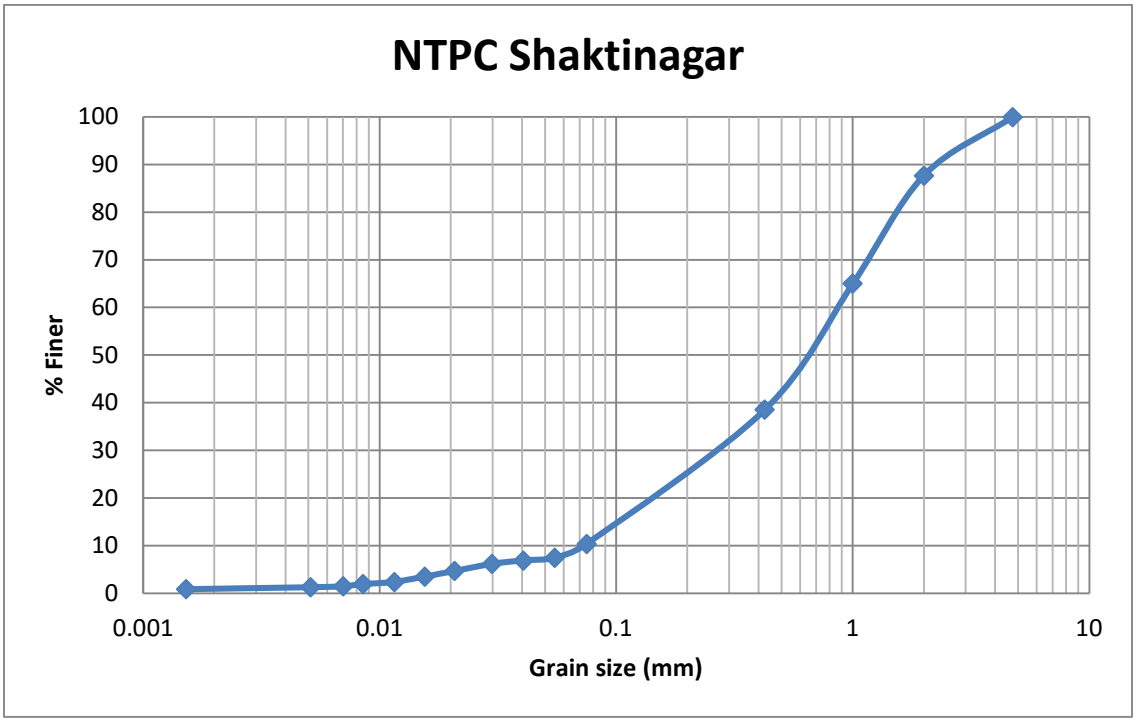


Figure 3 : Size distribution of different samples from Dudhichua Overburden dump



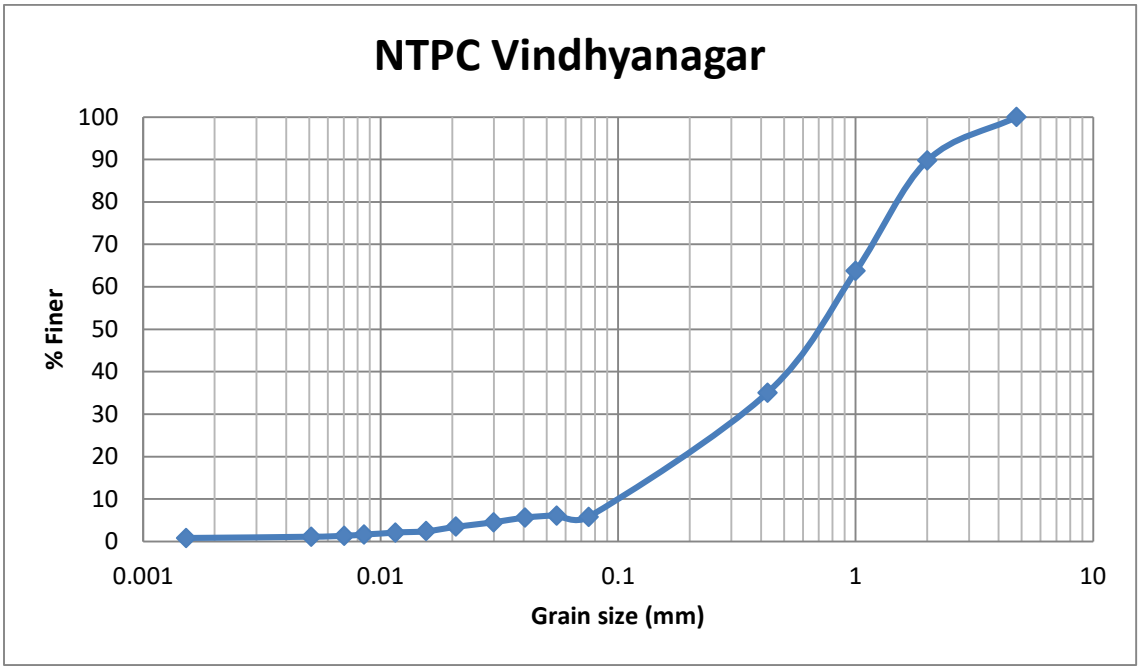


Figure 4: Size distribution of different samples of Fly Ash

The Co-efficient of Uniformity (Cu) and Co-efficient of curvature (Cc) has been calculated. $D_{10}$is define as the effect size of the material, lesser the D_{10} having less permeability of material. A soil is considered to be well graded if the coefficient of curvature Cc is between 1 and 3, with Cu greater than 4 for gravels and 6 for sands.

Table 8 show the Coefficient of curvature and coefficient of uniformity of overburden soil and Fly ash. The percentage of distribution has been determined using graph of $D_{60}D_{30}$and D_{10}. The coefficient of uniformity is greater than 4, and coefficient of curvature is near to 1. Hence, the material is classified as uniformly graded sand with particles of same size. It contains particles of the same sizes which allow more drainage of water. Poorly graded soils are more susceptible to soil liquefaction than well graded soils.

Table 8 : Coefficient of curvature and coefficient of uniformity

	Particles at different size (mm)			Co-efficient of Uniformity (Cu)	Co-efficient of curvature (Cc)
	D_{60}	D_{30}	D_{10}	D_{60} / D_{10}	D^2_{30} /D_{60*} D_{10}
Overburden	1.1	0.55	0.18	6.11	1.52
Overburden	0.9	0.52	0.19	4.73	1.58
Fly Ash (S)	0.85	0.28	0.075	11.33	1.22
Fly Ash (V)	0.9	0.35	0.1	9.00	1.36

3.3.3 Atterberg's Limits (Liquid and Plastic Limits)

The water content at which the soil changes from one state to other (i.e., from solid to plastic to liquid) is known as consistency limits or Atterberg's limit. The consistency of a fine-grained soil refers to the physical state in which it exists. A fine-grained soil can exist in four states, namely, liquid, plastic, semi-solid and solid states. Atterberg's limit consists of the determination of liquid limit, and plastic limit of soil or soil like material. It is performed according to (IS: 2720 part 5: Sec 1:1985).

Casagrande cup method has been used to determine the liquid limit. In the Casagrande cup method, the soil paste is placed in the Casagrande cup, and a groove is made at its center (see procedure below). The limit is defined as the moisture content, in percent, required to close a distance of 0.5 inches along the bottom of a groove after 25 blows in a liquid limit device. It is difficult to adjust the moisture content in the soil to meet the required 12.5 mm (0.5 in.) closure of the groove in the soil pat at 25 blows. Hence, at least three tests for the same soil are conducted at varying moisture contents, with the number of blows, N, varying between 15 and 35. The graph between water content (on y-axis) and number of blows (on x-axis) on semi-log graph is plotted for different test under different water content. The curve obtained is called flow curve. The moisture content corresponding to 25 drops (blows) as read from the represents liquid limit.

The Plastic limit test is performed by repeatedly rolling an ellipsoidal-sized soil mass on a non-porous surface. Casagrande defined the plastic limit as the water content at which a thread of soil just crumbles when it is carefully rolled out to a diameter of 3 mm (1/8”). If the thread crumbles at diameter smaller than 3 mm, the soil is too wet. If the thread crumbles at a diameter greater than 3 mm, the soil is drier than the plastic limit. The sample can then be remolded and the test repeated. Once the appropriate size rolls are made, their moisture content is assessed using the procedure described previously.

The overburden soil having large boulder to fine soil. The size range is varying from micron to meters. The Atterberg's limit is determined for clay and silt type soil. The finer soil (clay and silt) has been taken out from overburden material through sieve analysis and Atterberg's limit has been determined.

The table 9 and 10 show the Atterberg's Limits of fine soil (Clay) present in overburden soil and fly ash. The significance of Liquid limit in this study is that it indicates at what moisture content the fly-ash and OB mixture will get liquefied. The overburden soil has liquid limit of 24% which means the moisture content of the material should not exceed 24% otherwise the dump or slope may get liquefied. However, the overburden material consists of well graded sand and silt with large gravel and boulders. This will allow drainage through the overburden material. Therefore, Atterberg's Limits is not applicable to the OB material as this is coarse grain size. However due to presence of some clay material in the OB its Liquid limit was found to be 24%.

The Liquid limit of fly ash is 17 and 14 for NTPC Vindhya Nagar and Shakti Nagar fly ash respectively. The liquid limits and plastic limit of overburden considering of boulders also is very less and exhibit only small amount of liquid limit and are generally slightly plastic. However, when it will be mixed with fly ash the amount of fines will may be increased. Therefore, it may generate pre water pressure in water. The pore water pressure will not quickly dissipate in the overburden and fly ash mixed material.

Table 9 : Atterberg's Limits of clay present in overburden soil

Sample No	Liquid Limit	Plastic limit
Sample 1	18	14
Sample 2	26	17
Sample 3	28	15
Sample 4	24	18
Average	24	16

Table 10 : Atterberg's Limits of fly ash

Name of Power Plant	Liquid Limit	Plastic limit
NTPC Vindhya Nagar	17	-NA-
NTPC Shakti Nagar	14	-NA-

3.4 Procter Compaction Test

The Proctor compaction test is a laboratory method of experimentally determining the optimal moisture content at which a given soil type will become most dense and achieve its maximum dry density (γ_d). Higher the dry density of the material, higher is the stability. Determination of the relationship between the moisture content and density of soils compacted in a mold of a given size with a 2.5 kg rammer dropped from a height of 30 cm. This test is performed according to IS: 2720 part 7: 1980.

$$\gamma_d = \frac{W - W_m}{(1 + w) * V}$$

Where, W (gm)is the weight of the mold and the soil mass, W_m (gm)is the weight of the empty mold, w (%) is the water content of the soil and V (cc) is the volume of the mold.

After obtaining maximum dry density for different water content, the curve (compaction curve) between dry density and moisture content is plotted to determine the maximum dry density and optimum moisture for the soil. The peak point of the compaction curve is the point with the maximum dry density dry density γ_d max. Corresponding to the maximum dry density γ_d max is a water content known as the optimum water content (also known as the optimum moisture content, OMC).

Figure 5 shows the relation between water content and maximum dry density of overburden material and fly ash respectively. Table 11 shows the MDD and OMC for Dudhichua overburden samples 10.5 and 1.96, respectively. Table 12 shows the MDD and OMC for fly ash. The OMC for NTPC Shakti Nagar and NTPC Vindhya Nagar are 27.5 and 20.5 percentage. Whereas, The MMD are .30 and 1.22 for fly ash of NTPC Shakti Nagar and NTPC Vindhya Nagar respectively.

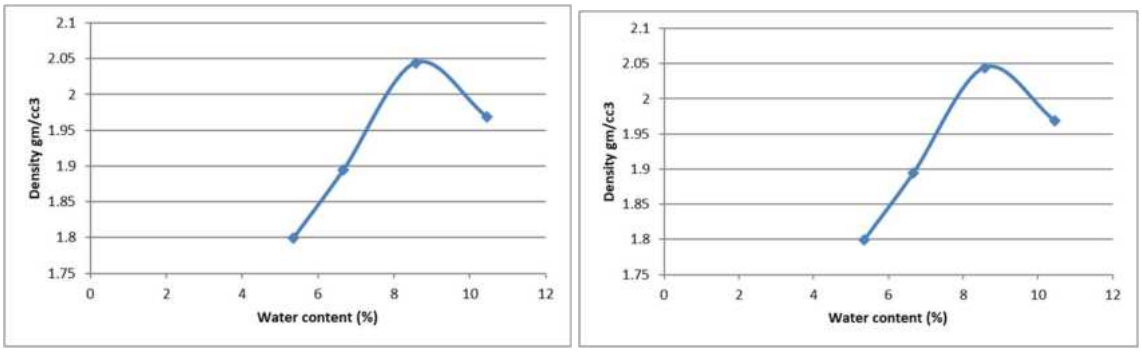


Figure 5 : compaction curve of overburden material

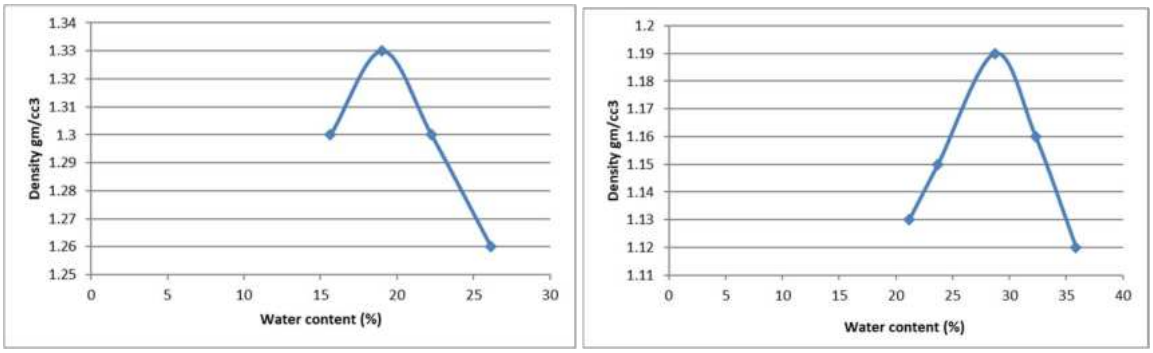


Figure 6 : Compaction curve of Fly ash material (NTPC Vindhya Nagar and NTPC Shakti Nagar)

Table 11 : OMC and OMD of Dudhichua OCP

Sample No	OMC	MMD
Sample 1	11	1.81
Sample 2	9	2.05
Sample 3	11	2.01
Sample 4	12	1.94
Average	10.5	1.94

Table 12 : OMC and OMD of fly ash sample

Sample No	OMC	MMD
NTPC Shakti Nagar		
Sample 1	29	1.28
Sample 2	26	1.32
Average	27.5	1.30
NTPC Vindhya Nagar		
Sample 1	19	1.19
Sample 2	21	1.24
Average	20.5	1.22

3.5 Permeability

The rate of flow under laminar flow conditions through a unit cross sectional area of porous medium under unit hydraulic gradient is defined as the coefficient of permeability. Permeability is useful in solving problems involving yield of water bearing strata, seepage through earthen dams, stability of earthen dams, and embankments of canal bank affected by seepage, settlement etc. It is very important factor for the structures which are in contact with water. Flow of water in soil takes place through void spaces, which are interconnected.

The falling head method of determining permeability is used for soil with low discharge, whereas the constant head permeability test is used for coarse-grained soils with a reasonable discharge in a given time. The permeability test is performed using Permeameter mould made up of of non-corrodible material having a capacity of 1000 ml, with an internal diameter of 100± 0.1 mm and internal effective height of 127.3± 0.1 mm. The coefficient of permeability (k) is obtained by using the following equations:

$$k = \frac{QL}{Aht}$$

Where, k (m/sec) is the coefficient of permeability, Q (cc) is discharge, L (cm) is the length of specimen, A (cm^2) is the area of specimen, h (cm) is the height of water column and t (sec) is the time for testing. Table 13 shows the permeability of overburden sample and fly ash sample. It shows the permeability of fly ash is low compared to overburden sample.

Table 13 : show the permeability of overburden sample and fly ash sample

Sample No	Permeability (k in m/s)
Dudhichua overburden	1.23E-04
Fly ash (NTPC Vindhyachal)	5.92E-05
Fly ash (NTPC Shakti Nagar)	1.60E-05

3.5.1 Shear strength

The two methods have been used to determine the shear strength of overburden, fly ash, and mixed material, i.e. triaxial and direct shear tests. A triaxial shear test is a common method to measure the mechanical properties of many deformable solids, especially soil (e.g., sand, clay) and rock, and other granular materials or powders. Shear box test is a testing method used to determine the shear strength of a soil sample. Since granular soils cannot be retrieved undisturbed, the soil is re-compacted inside a shear box. Shear strength testing is carried out for analyses of short term and long term slope stability.

In soil mechanics, the shear strength is evaluated using the Mohr-Coulomb (M-C) Failure Criterion. The M-C Criterion assumes that the shear strength depends on three factors:

1. The normal effective stress (σ_n)
2. The friction angle of the material (φ)
3. The cohesion of the material (c)

The qualitative correlation of those components is expressed as:

$$t = c + \sigma_n * \tan(\varphi)$$

Table 14 show the cohesion and friction angle of over burden sample and fly ash sample of different power plants. Table 15 shows the shear strength of mixed overburden and fly ash material. It is observed from table 15 that around 20 percentage of fly ash will increase the cohesion of dump material. However, the friction angle is reducing with increase in fly ash in the overburden material.

Table 14 : shear strength of overburden and fly ash

Sample No	Cohesion kPa	Friction angle Degree
Overburden sample 1	30	33
Overburden sample 2	38	32
Fly ash (NTPC Vindhyachal)	20	28
Fly ash (NTPC Shakti Nagar)	28	26

Table 15 : Shear strength of mixed material of overburden and fly ash

Sr. No	% Overburden	% Fly Ash	Cohesion (kPa)	Friction angle (degree)
1	100	0	34	32
2	95	5	48	31
3	90	10	62	31
4	80	20	78	30
5	70	30	72	30
6	60	40	66	29

3.5.2 Uniaxial compressive strength

Unconfined compression test also known as uniaxial compression tests, is a special case of a triaxial test, where confining pressure is zero. UC test does not require the sophisticated triaxial setup and is simpler and quicker test to perform as compared to triaxial test. In this test, a cylindrical specimen of soil without lateral support is tested to failure in simple compression, at a constant rate of strain. Compressive load per unit area required to fail the specimen is called unconfined compressive strength of the soil.

During the testing, the loading device must be designed to consistently apply load at the required rate until the end of the test. The test may be stress- or strain-controlled. The strain-controlled devices can capture the post-failure behavior of a material. The table 16 show the uniaxial compressive strength of overburden and fly ash mixed material. It indicates as the initially the UCS in increasing trends and after 20% around the trend is started decreasing

Table 16 : uniaxial compressive strength of overburden and fly ash mixed material

Sr. No	Overburden %	Fly Ash %	Diameter of sample(cm)	Load kg/cm^2	Compressive strength, kPa
1	100	0	5.40	212.50	928.33
2	90	10	5.35	240.00	1068.15
3	80	20	5.40	290.00	1266.90
4	70	30	5.54	120.00	498.07

4.0 Characterization of Fly ash

Introduction

Fly ash is a fine, powdery material that is produced by burning coal to produce electricity, primarily in pulverized coal combustion (PCC) boilers. It is composed mainly of non-combustible inorganic material, but also contains some carbon that is leftover from partially combusted coal. Although fly ash particles are generally largely spherical in shape, there are usually irregularly-shaped particles present also, such as angular particles of quartz. The spherical shape of fly ash results from the formation of tiny molten droplets as the ash travels through the boiler. The droplets form spheres because this shape minimizes the surface area relative to the volume.

To investigate the geotechnical properties of fly ash such as grain size, moisture content, water holding capacity, specific gravity, optimum moisture content, settling velocity, density, etc., should be tested for safety and environmental suitability. Other characterizations such as chemical composition, elemental composition, surface morphology, etc. also have been done.

4.1 Chemical / physical properties of Characterization of fly ash

4.1.1 pH

Acidic/basic water is characterized by pH of the sample, and range goes from 0 to 14, with 7 being neutral. pH value of less than 7 indicate acidity, whereas pH value of greater than 7 indicates a base. The pH of water is a very important measurement concerning water quality. pH is really a measure of the relative amount of free hydrogen and hydroxyl ions in the water. pH is reported in "logarithmic units". Each number represents a 10-fold change in the acidity/basicness of the water. Water with a pH of five is ten times more acidic than water having a pH of six.

Practically this parameter do not affect stability of the filling material however it may affect the biological reclamation process. The nutrient deficiencies that occur on alkaline soils often cause crop failure, but if a balanced plant nutrition program is implemented, most crops can be successfully grown. In this case high pH will lead to failure in plantation program, if no measures are taken to neutralize it.

About 10g of samples were taken in 250ml conical flask and 100ml of distilled water was added, maintaining the sample to soil ratio of 1:10. The fly ash water suspension was stirred at

regular intervals for 30 minutes and then the pH was recorded. The suspension was stirred well just before electrodes were immersed and readings were taken. The instrument was first calibrated with buffer solutions of known pH values. The pH of the fly ash samples was found to be in the range of 6.0 to 7.0.

The pH of the fly ash samples was found to be in the range of 6.3 and 6.5 for NTPC Shakti Nagar and NTPC Vindhya Nagar respectively. It means the pH of fly ash is Slightly acidic in nature. It can be considered as natural in all practical purpose. This will help in biological reclamation in the backfilled land.

S.No.	Name of sample	pH value
1.	NTPC Shakti Nagar	6.3
2.	NTPC Vindhya Nagar	6.5

4.1.2 Electrical Conductivity

The electrical conductivity (EC) of any solution is dependent on the soluble salts present in it. The salts release ions in the solution and thus in the presence of ions present in the solution flow of current takes place. Thus the measurement of electrical conductivity (EC) can be directly related to soluble salts concentration of the soil at any temperature.

The instrument was first calibrated with KCl solution at a specified temperature. As in the case of EC, 20g of sample was shaken intermittently with 40ml of distilled water in a 250ml conical flask (keeping the ratio of soil-water as 1:2) for an hour and allowed to stand. The clear extract was then taken and used for the electrical conductivity measurement using the Cyber Scan 200 Conductivity meter. It was found to be in the range of 1.85 to 1.87mS/cm. The range electrical conductivity is suitable for seedlings for salt sensitive plants mainly.

Table 17: electrical conductivity of fly ash

S.No.	**Name of sample**	**EC value (mS/cm.)**
1.	Vindyachal	1.87
2.	Shaktinagar	1.86

The electrical conductivity of the fly ash is around 1.86 ms/cm. It is suitable for seeding and salt sensitive plants, which growth and occurrence is rare. Therefore, It is not advisable to directly mix in the overburden dump materials. The mixing of fly ash may increase the salinity of overburden/soil mixed with fly ash.

4.1.3 Chemical composition of fly ash (XRF)

XRF (X-ray fluorescence) is a non-destructive analytical technique used to determine the elemental composition of materials. XRF analyzers determine the chemistry of a sample by measuring the fluorescent (or secondary) X-ray emitted from a sample when it is excited by a primary X-ray source. Each of the elements present in a sample produces a set of characteristic fluorescent X-rays ("a fingerprint") that is unique for that specific element. The phenomenon is widely used for elemental analysis and chemical analysis, particularly in the investigation of metals, glass, ceramics and building materials, and for research in geochemistry, forensic, etc.

For loose powders samples, the more finely ground the sample the more likely it is to be an even surface and providing for a better analysis. The peak area of each element corresponds to a specific element concentration, and it is influenced by fluorescence yield, sensor absorption, source penetration in the sample, and the escape of fluorescence out of the sample.

The samples were analyzed by the PAN alytical, Netherland Model Axios MAX at the Birbal Sahini Institute of Palaeosciences in Lucknow, Uttar Pradesh, India. . It is a nondestructive analysis technique for the Major oxides and Trace elements present in the sample. Wavelength dispersive (WD XRF) Machine (power: - 3KW,60kV-160mA) is used for detecting the elements. Analysis can be done on pressed powder pellets made from fine powder

The chemical compositions of fly ash are shown in Table 18. The coal FA used in this study was analyzed with XRF and % weights of the oxides are shown in Table 19. According to ASTM fly ash is classified into two classes (C & F) based on the amount of lime present. In which class C lignite and sub-bituminous coal (>10% CaO) whereas class F is bituminous or anthracite coal (<10% CaO). Oxides of silicon, aluminum, calcium and iron in fly ash are responsible for pozzolanic activity, which decreases by loss of ignition. American Society for Testing and Materials (ASTM) classification method, the FA used in this study is Class F since the summation of SiO2, Al2 O3 and Fe2O3 is greater than 70%.

The burning of harder, older anthracite and bituminous coal typically produces Class F fly ash. This fly ash is pozzolanic in nature, and contains less than 10% lime (CaO). Possessing pozzolanic properties, the glassy silica and alumina of Class F fly ash requires a cementing

agent, such as Portland cement, quicklime, or hydrated lime, with the presence of water in order to react and produce cementious compounds. Alternatively, the addition of a chemical activator such as sodium silicate (water glass) to a Class F ash can leads to the formation of a geopolymer.

The geochemical analysis of fly ash is summarized in tables 18-19. From the tables, its shows that oxides of silica composition are relatively higher in both the sample and ranging from 51.15-53.71% however the lowest concentration of oxides of Manganese (MnO) in ranging from (0.41 - 0.72%).

Table 18: Major and trace elements in the fly ash obtained by XRF of Shakti Nagar Fly ash sample

Sr. No	XRF analysis data of fly ash Composition	Percentage
1	SiO2	59.71%
2	Al2O3	21.07%
3	CaO	5.48%
4	FeO	9.87%
5	MgO	2.13%
6	MnO	0.42%
7	Na^2O	0.83%
8	K_2O	0.48%

Table 19 : Major and trace elements in the fly ash obtained by XRF of Vindhyachal Fly ash sample

Sr. No	XRF analysis data of fly ash com Composition	Percentage
1	SiO2	51.15%
2	Al2O3	29.67%
3	CaO	7.79%
4	FeO	10.57%
5	MgO	2.32%
6	MnO	0.72%
7	Na^2O	1.41%

8	K_2O	1.18%

4.1.4 Metal composition of Fly ash (ICP-MS)

Inductively coupled plasma-optical emission spectroscopy (ICP-OES) is used for the major and minor elements by EN 15290 in the samples. ICP-OES is an analytical technique used for the elemental determination in samples. The samples were analyzed by the Agilent 7700 ICP-MS at the Birbal Sahini Institute of Palaeosciences in Lucknow, Uttar Pradesh, India. The Agilent 7700 ICP-MS produces unparalleled accuracy and precision in high-matrix samples, with the help of redefining cell performance in helium mode with a revolutionary third-generation cell design of the ORS3. Microwave digestion-coupled ICP-MS were used to determine REEs' concentrations in the samples.

The digestion was carried out by taking 0.25 g of the fly ash sample was weighed into a Teflon cup. 2 cm3 of concentrated HF and 5 cm^3 aqua regia were added. The Teflon cup was put in a digestion vessel (Parr bomb), sealed and heated to 200°C for 2 hours in an oven. The Parr bomb was removed from the oven and allowed to cool down. 25 cm^3 of H_3BO_3 was added to the sample in order to prevent the formation of sparingly soluble in the sample. The digestate was filtered through 0.45 µm membrane filter and made up to 100 cm^3 with ultra-pure water (ELGA Pure lab UHQ). The solution obtained from the total acid digestion experiments was analysed for major and trace concentration using Varian 710-ES ICP Optical Emission Spectrometry. The sample was introduced through a high sensitivity glass, single-pass cyclone spray chamber and conical nebulizer using argon gas. It was then passed through axially oriented plasma. The wavelength released by different analytes was detected with a CCD detector and auto integrated using ICP Expert II software. The ICP-OES instrument was calibrated before analysis with three calibration standards and a blank (2% HNO3). The certified standards used in calibrating and checking the accuracy of the instrument was supplied by Industrial Analytical. Potentially toxic metals and elements concentration of fly ash samples are presented in Table 20-21.

Table 20: Metal Composition of fly ash ICP-MS of Vindhyachal Fly ash sample

Sr. No	ICP-OES analysis data of fly ash com Composition	Values in PPB
1.	Mg	2525.54
2.	Al	142709.35
3.	Ti	9658.06
4.	Cr	205.08
5.	Mn	474.75
6.	Fe	32638.87
7.	Co	27.65
8.	Ni	80.81
9.	Cu	75.45
10.	Zn	122.72
11.	As	9.34
12.	Mo	4.30
13.	Cd	0.48
14.	Ba	1283.28
15.	Pb	47.10

Table 21: Metal Composition of fly ash ICP-OES of Shaktinagar Fly ash sample

Sr. No	ICP-OES analysis data of fly ash com Composition	Values in PPB
1.	Mg	2913.27
2.	Al	137962.29
3.	Ti	12042.66
4.	Cr	114.08
5.	Mn	418.60
6.	Fe	36832.30
7.	Co	24.07
8.	Ni	77.76
9.	Cu	78.59
10.	Zn	93.45
11.	As	6.38
12.	Mo	4.44
13.	Cd	0.45
14.	Ba	1782.90
15.	Pb	44.55

4.1.5 Mineralogical Composition by SEM and EDS

A scanning electron microscope (SEM) scans a focused electron beam over a surface to create an image. The electrons in the beam interact with the sample, producing various signals that can be used to obtain information about the surface topography and composition. The three signals which provide the greatest amount of information in SEM are the secondary electrons, backscattered electrons, and X-rays. A high resolution image can be obtained because of the small diameter of the primary electron beam. Backscattered electrons are primary beam electrons which are 'reflected' from atoms in the solid. The contrast in the image produced is determined by the atomic number of the elements in the sample. The image will therefore show the distribution of different chemical phases in the sample.

SEM micrographs have a large depth of field yielding a characteristic three-dimensional appearance useful for understanding the surface structure of a sample. Chemical analysis in the scanning electron microscope is performed by measuring the energy or wavelength and intensity distribution of x-ray signal generated by a focused electron beam on the specimen. With the attachment of the energy dispersive spectrometer (EDS) the precise elemental composition of material can be obtained with high spatial resolution. EDS can provide rapid qualitative, or with adequate standards, quantitative analysis of elemental composition with a sampling depth of 1-2 microns. X-rays may also be used to form maps or line profiles, showing the elemental distribution in a sample surface. The instrument has following capabilities.

Suitable samples include most solids which are stable under vacuum (metals, ceramics, polymers, minerals). Sample must be less than 2 cm in diameter. Sample preparation: non-conducting samples are coated with a thin layer of carbon or gold. Metallographic embedding, polishing, and sectioning is available for samples requiring special preparation. Samples are usually mounted and coated and introduced into the vacuum chamber. Digital images are acquired with an electron microscope image scanner. Images may be printed on a laser printer or transferred to disk or an e-mail account.

SEM/EDS investigations involved two different fly ash samples for NTPC Vindhyachal and NTPC Singrauli. Fly ash samples were analyzed by Carl Zeiss EVO-MA15/18 scanning electron microscope (SEM-EDX). SEM-EDX instrument helps in producing the detailed high-resolution images of sample by rastering a focussed electron beam across the surface and detecting secondary or backscattered electron signa

The SEM worked at 5 kV in high-vacuum mode, and to enhance the investigation quality under the high-vacuum conditions every samples were secured beforehand by sputtering a delicate gold film covering, and after that held fast to the mounting obstruct by two-fold sided glue carbon tape.

SEM analysis showed that the ash is primarily composed of small glassy particles (some as cenospheres and pleurospheres), and minor coarse unburned carbon particles (the LOI was determined at 2%). Obtained SEM images show that FA is made of spherical particles of less than 10 μm and irregular shaped particles (Figure 7-8). In the SEM image of both the fly ash sample, rod shaped (gypsum) and needle shaped phases which are not present in the FA sample. The fly ash particles are spherical as can be viewed in the images of SEM. Figure 9- and 10 show the EDS analysis and Spectrum of the NTPC – Shaktinagar fly ash. Whereas figure 11 and 12 show the EDS analysis and Spectrum of the NTPC Vindhyachal fly ash. During the combustion process, the heat causes the inorganic mineral to become fluid or volatile or to react with oxygen. During cooling, it may form crystalline solids, spherical amorphous particles or condense as coatings on particles. Volatiles trapped in a particle cause it to have swelled surfaces, varying the shape of the particles and bubbles, which alters its surface. The bubbles formed may be attributed to the release of volatile matter from the internal zones of the particle as the solid particle's surface is softening and melting. The bubbles can generate large cavities under the surface, which are smooth zones and considered to be less reactive for the subsequent steps of oxidation. There is no significant difference in morphology of the particles collected at various locations, apart from the particle size. Spherically and colourless particles indicate glassy textures or predominance of crystallinity and spherical, rounded light colored particles indicate a glassy surface. Rounded particles indicate a glassy particle, irregular shapes indicate partly crystalline particles, and angular shapes indicate a crystalline nature.

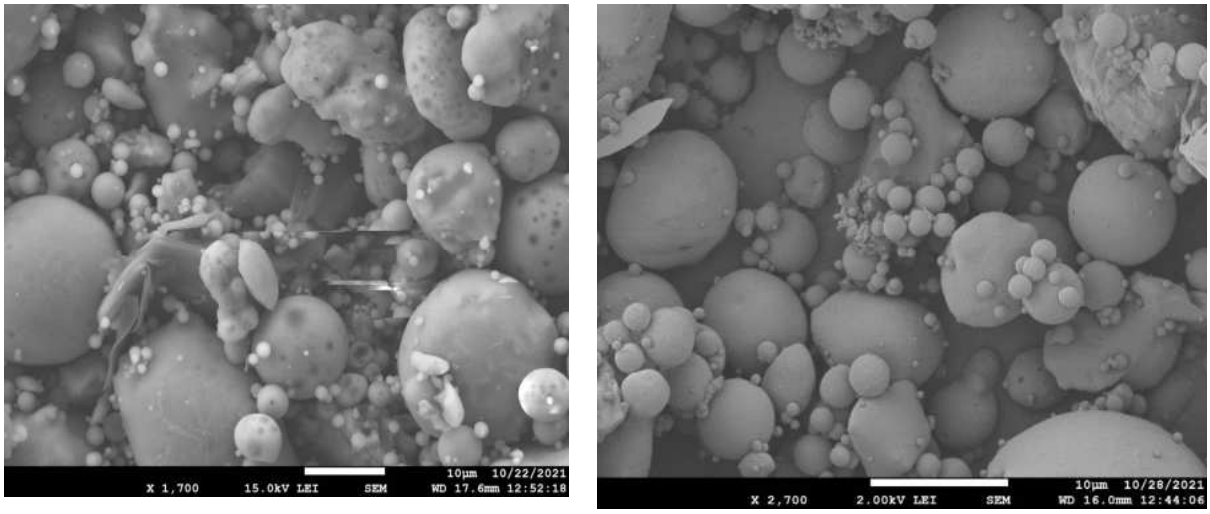


Figure 7 : Surface Morphology image at different magnification of Shaktinagar Fly ash sample

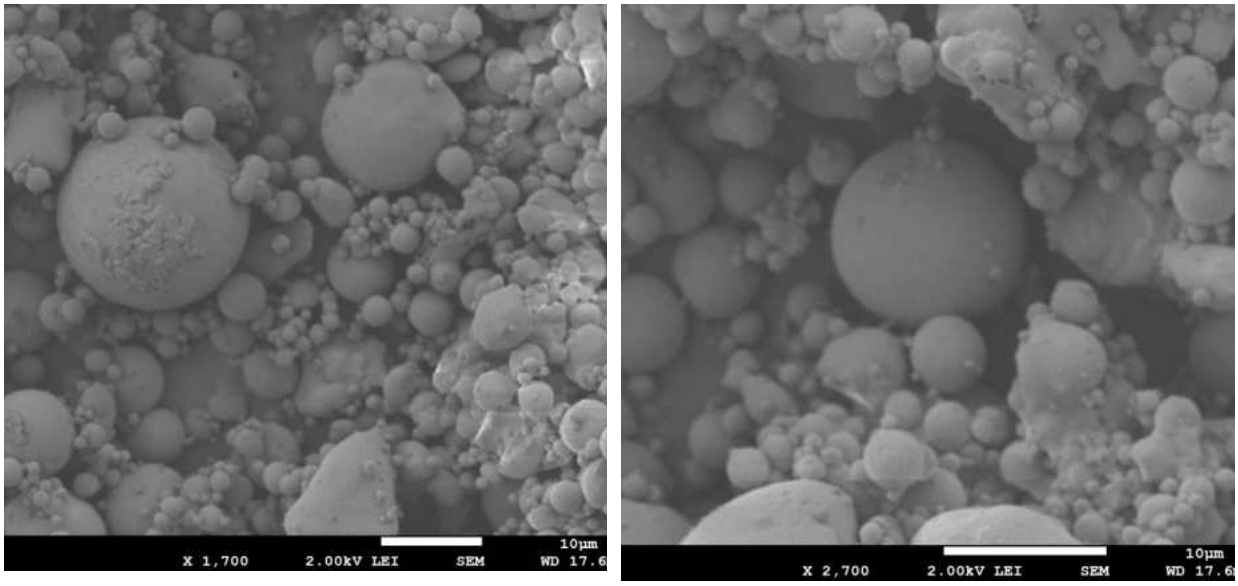


Figure 8 : Surface Morphology image at different magnification of Vindhyachal Fly ash sample

4.1.6 Elemental Composition Analysis

The elemental composition of fly ash by various advanced technique (EDS) has also being studies and the result are shown in table 22 and 23. All the elements were analysed for all the fly ash samples and peaks were obtained for them according to their weight and atomic concentrations. Oxygen, silica and carbon were the most abundant elements observed in all the fly ash samples. Oxygen percentage was found to be high due to presence of oxides in different compounds associated with aluminium, magnesium and silicon.

The presence of Ca was found to be very less in all the fly ash samples hence it is expected that the material is very less cohesive in nature. Other major elements were not significant. The morphology and elemental data indicated that the fly ash samples were composed of over 50% amorphous alumino-silicate spheres and a lesser amount of iron-rich spheres. Hence these are very light materials and can become easily air borne. Due to presence of very less amount of Ca will not enhance stability in the slopes.

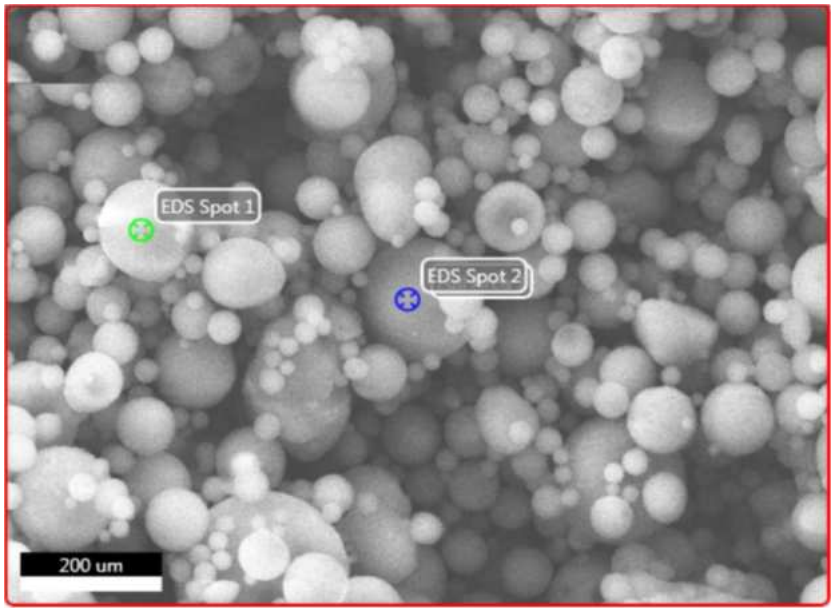


Figure 9 : **EDS analysis of NTPC Singraulifly ash**

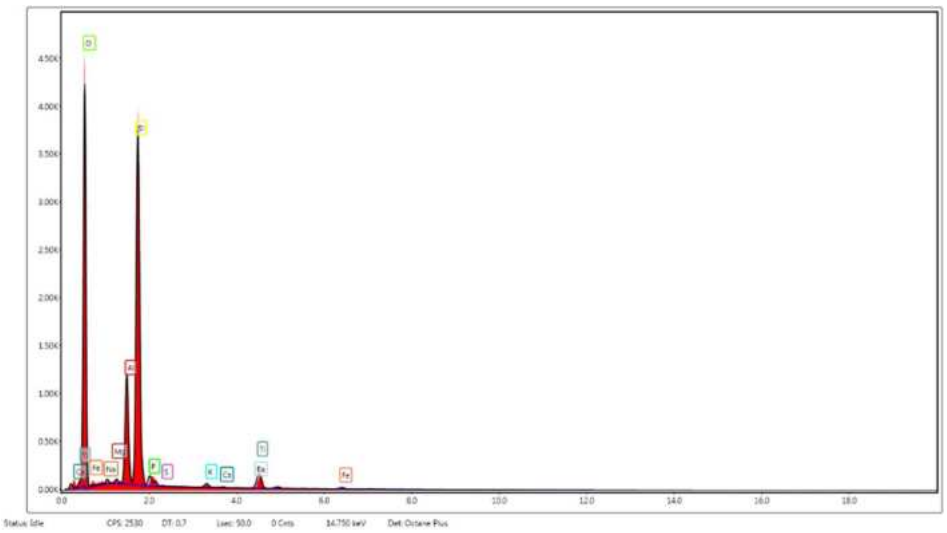


Figure 10 : EDS Spectrum of the NTPC – Singrauli fly ash

Table 22 : Elemental analysis of NTPC Singrauli fly ash

Element	Weight %	Atomic %
C K	20.13	28.74
O K	49.97	53.55
Na K	0.04	0.03
Mg K	0.21	0.15
Al K	9.53	6.05
Si K	16.42	10.02
P K	0.59	0.33
S K	0.05	0.03
K K	0.48	0.21
Ca K	0.4	0.17
Ti K	0.93	0.33
Fe K	1.27	0.39
Total	**100.00**	**100.00**

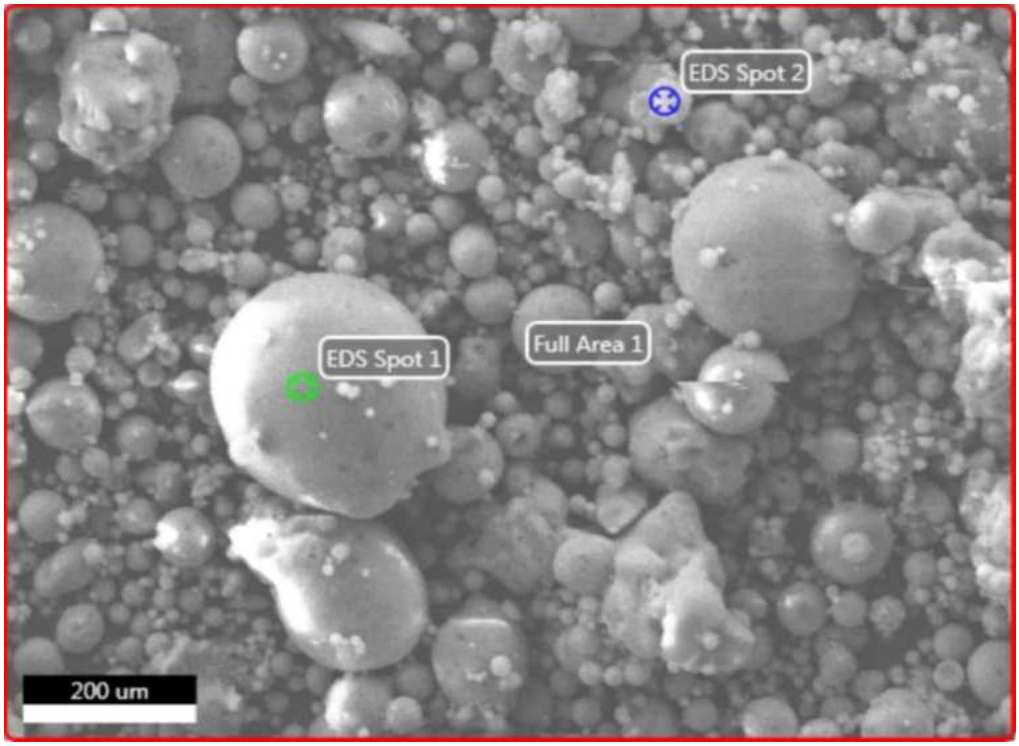


Figure 11 : EDS analysis of NTPC Vindhyachal fly ash

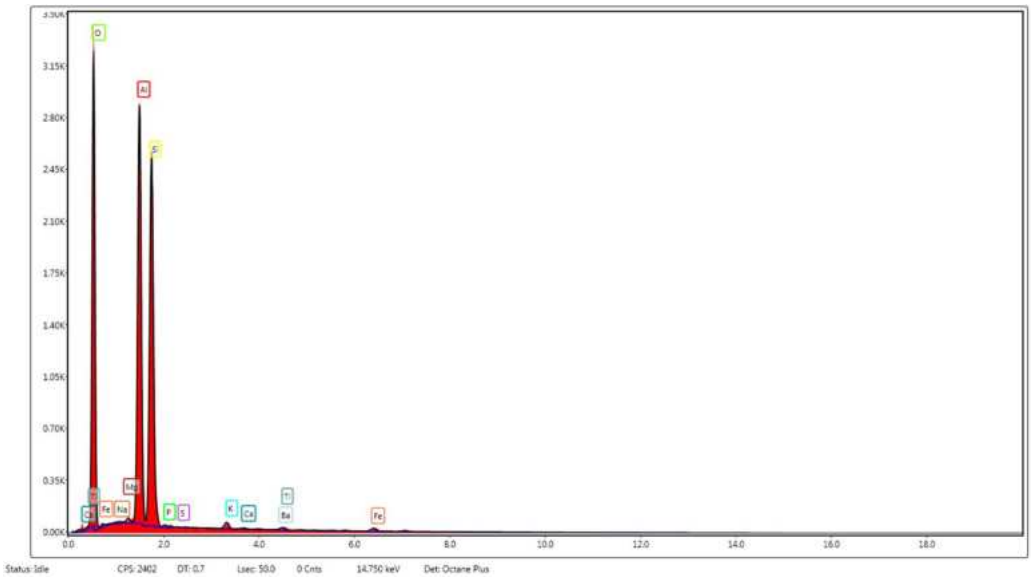


Figure 12 : EDS spectrum of NTPC Vindhyachalfly ash

Table 23 : Elemental analysis of NTPC Vindhyachalfly ash

Element	Weight %	Atomic %
O K	51.43	65.25
Na K	0.03	0.03
Mg K	0.47	0.39
Al K	23.03	17.33
Si K	20.8	15.04
P K	0.88	0.58
S K	0.08	0.05
K K	0.74	0.39
Ca K	0.42	0.21
Ba L	0.3	0.05
Ti K	0.57	0.24
Fe K	1.24	0.45
Total	**100.00**	**100.00**

It is observed from the table 22 and 23 that alkali and alkaline earth metals concentration also present in the samples. Highest alkali and alkaline earth metals present in NTPC Vindyachal sample i.e. 1.96% as compare to NTPC Singrauli (1.05%). Due to presence of alkali and alkaline metal in fly ash sample it may utilize for the neutralization of acidic mine water. Alkalis (i.e., alkalis (K2O and Na2O), as sodium oxide equivalent) limits are stated to minimize the effect of alkalis reacting with aggregates, containing a reactive form of silica (alkali-silica reaction, or ASR), in the presence of moisture. The reaction under those conditions produces a gel that can absorb water and swell, generating a pressure that causes expansion and cracking. The high potassium content of the biomass, the fly ash quality did not have an adverse impact regarding unwanted alkali levels.

As determined by EDX, the predominant elements in the fly ash samples were calcium, silicon, aluminium, iron, magnesium and sulphur in various compounds. Calcium was observed to primarily be associated with oxygen, sulphur, and silica, or possibly with carbon (calcite).

4.2 Physical Properties of Fly ash

4.2.1 Moisture content

Fixed amount of finely powdered (212 micron) air-dried fly ash sample is weighed in a tray and then placed inside an electric hot air oven, which was maintained at $108^0 \pm 10C$. The tray with the fly ash sample is allowed to remain in the oven for 24 hours and is then taken out, cooled at room temperature for about 15 minutes and then weighed. The loss in weight is reported as moisture (on % basis). Table 24 shows the moisture content of fly ash. Then calculation is done as per the following formula.

Moisture percentage = Y−Z/Y−X*100

Where X= weight of empty crucible, gram

Y= weight of crucible + fly ash sample before heating, gram

Z= weight of crucible + fly ash sample after heating, gram

Y−X= weight of fly ash sample, gram

Y−Z= weight of moisture

Table 24 : Moisture content of fly ash

Sample name	Weight of empty petry plate (gm)	Weight of fly ash (gm)	Weight of petry plate and fly ash before heating (gm)	Weight of petry plate and fly ash after heating (gm)	Moisture content (%)
NTPC Vindhyachal	30.093	10.005	40.095	40.077	0.18
NTPC Shakti Nagar	31.277	10.00	41.277	41.238	0.39

4.2.2 Water Holding Capacity

It can be defined soil water holding capacity is the amount of water that a given soil can hold for crop use. Field capacity is the point where the soil water holding capacity has reached its maximum for the entire field. Water holding capacity is important to soil health. Soils that can retain a balanced amount of water are able to nourish crops and keep soil organic matter alive. Healthy soil structure forms into aggregates, lessening the density in the soil to create more pores, where water can filter in and out.

A cylindrical cup having pores of **diameter 1–2 mm** was fitted with filter paper (No. 41). The cup was then filled with **125gm** of fly ash and then poured in water in such a way that the cup remains submerged up to half its height for 24 hrs. After a time of interval **24 hrs** the cup was removed from water and hung for **1hr** so that excess water, adhering to the inner wall of the cup, is drained off in a trough containing water its height. Figure 13 shows the method to determine the settling properties of fly ash. The water holding capacity was determined using the following equation (%):

$$\textbf{Water holding capacity } = \frac{X-Y}{X} * 100$$

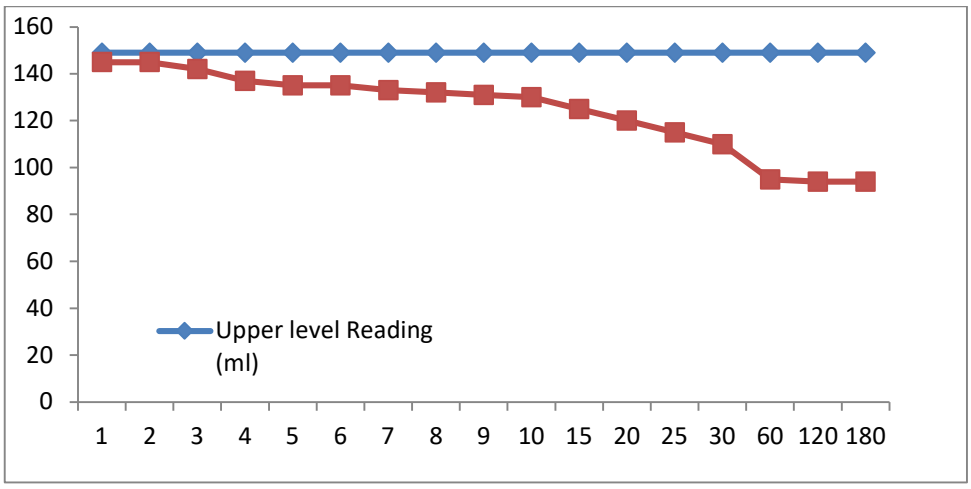
Sr.No.	Samples	Initial Weight of fly ash (X)	Final Weight of Fly ash (Y)	Water holding capacity in %age (X-Y/X)100
2.	**NTPC Vindhyanagar**	125 gram	156.030	24.82
3.	**NTPC Shaktinagar**	125 gram	158.671	26.93

The retention capacity of fly ash study at laboratory stage, conclude that there is ample water retention capacity in the fly ash. Hence when water availability will increase from 24% or more a swamp like condition will be created where in fly ash would be dumped. Figure 14 and 15 shows fly ash settling characteristic of NTPC Vindhyanagar and NTPC Shaktinagar. Hence for proper utilization of fly ash as a filling material along with overburden dump, proper blending with OB is required. Hence a separate detailed study is required for mixing of fly ash with OB in case of higher dumped height. The sequential dumping (alternate layer of OB & FA) technique will do in the pit surrounded by wall with no free space.

4.2.3 Settling Properties

Settling rates establish the ease with which solid-liquid separation takes place in slurries during filling activity, and the tests also provide a means of determining the recycled water quality. Take a measuring jar graduated in ml. clean it thoroughly with pure water. Take water into the flask up to certain level (x ml) and then add fly ash (100-x ml) slowly into the jar. Mix the water and fly ash thoroughly with a stirrer for some time. Note down upper and lower meniscus of the mixture. Then note down time for each ml settling of fly ash in water. Repeat the other sample and tabulate the results.

Figure 13 : Settling properties of fly ash



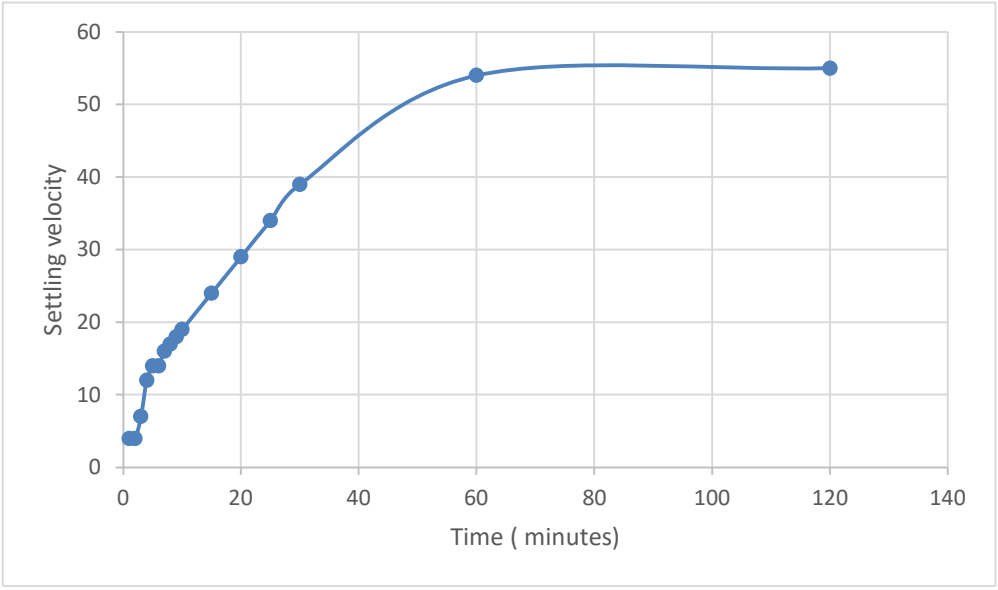
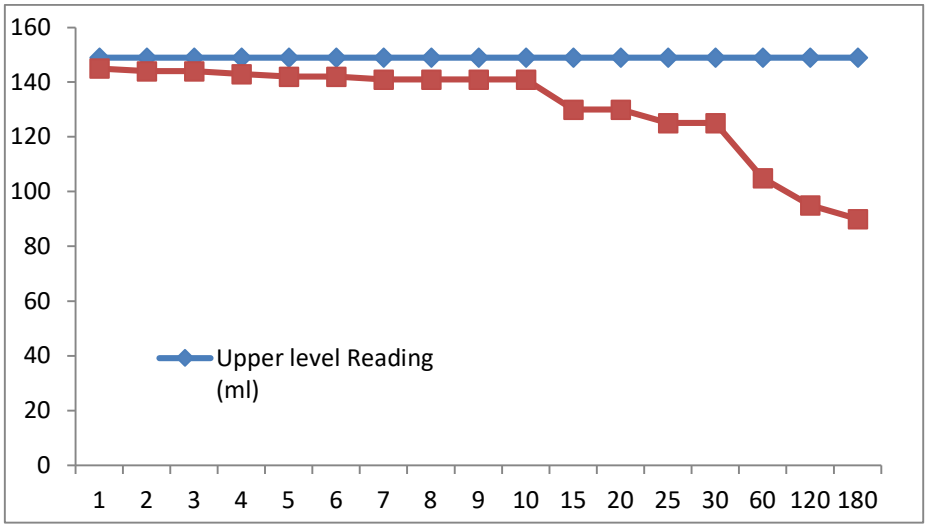


Figure 14 : fly ash settling characteristic of NTPC Vindhyanagar



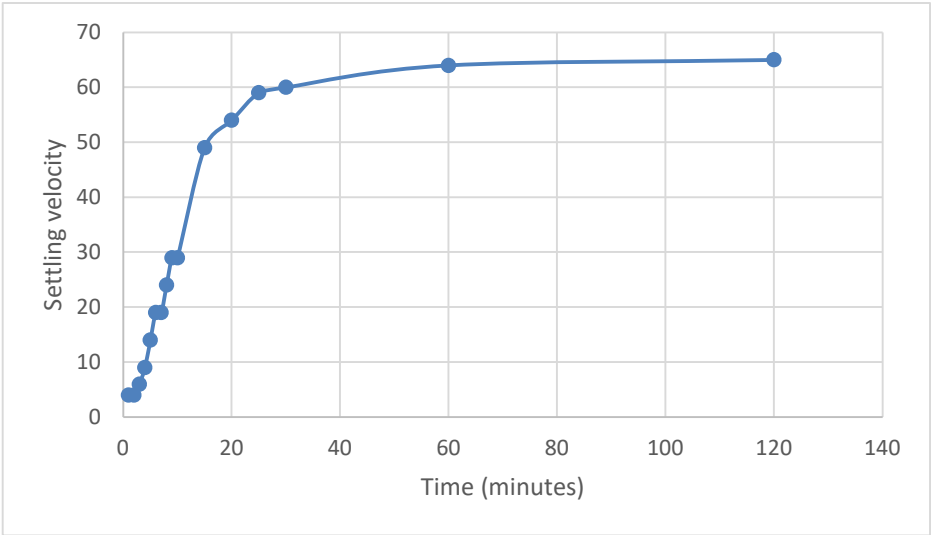


Figure 15 : Fly ash settling characteristic of NTPC Shaktinagar

The fly ash is mostly ranging in fine size. The settling rate study has been conducted in laboratory in order to assess the impact of leachate to the discharge from overburden fly ash mixed filling. It concludes that the fly ash settling is relatively fast and within one hour maximum settling took place. Further, it also reached that maximum fly ash will be accumulated very near to dump area and it will not travel for longer distance. Hence, maximum fly ash impact will be there in nearby land and soil.

4.3 Leaching Characteristics of Fly Ash

The ash from thermal power plants if used for the disposal in opencast mines then there is every possible chance of the leachate coming in contact with the ground water. This may occur in two ways either by the recharge of the area by the percolation of the leachate under gravity or lateral movement of the water through the filled mine. Hence there is always risk of contamination of ground water and which may affect human health. The purpose of this study is to assess the potential contamination of trace/heavy metals by leaching experiments (open column percolation test).

Open column percolation test was used for long- term leaching characteristic study. A set up for the test consist of a column of PVC pipe approximately 1.0m height, 10cm diameter, and open at the top end and closed at bottom end. A small hole is made at the centre of the bottom for collection of leachate. The fly ash samples with their optimum moisture contents were placed in the columns. The samples were packed in each tube/column in layers Here mili-Q water was used as the leaching medium. Leachate was collected in conical flasks. The column percolation experiment is the only experiment that predicts the leaching behaviour that could be observed in the field. In the test there are however, chances that material develops preferential pathways for the water in the column experiments due to the formation of cracks, this possibility exist in the field also. Using groundwater/rain as the leaching medium one can even arrive at site-specific results.

Open column percolation test (result)

In fly ash the elemental composition generally increased 2-3 times depending upon the mineral matter content in coal. The details elemental analysis (table 25) of the fly ash indicates that there are 16 Element present in fly ash. The highest concentration of toxic trace metal (Mg, Mn and Ni) are ranging from 61.10, 2.6 and 0.49mg/L in Vindhyachal fly ash sample whereas in Shaktinagar fly ash sample the concentration of Mg, Mn and Ni is 41.20, 1.76 and 0.29 respectively. All other metal samples are shown in table 25

After interaction of fly ash with water, there will be migration of metal from dumped depending upon the pH level of water (mine water and rain water).

In acidic range of pH the solubility of metal is more hence the migration of toxic metal in the soil and nearby land will also be enriched. Therefore, the mine suffering with acidic water will allow to used fly ash filling in active mine.

heavy metals and radioactive components that can be released into the soil. The environmental impact of fly ash, either used in an application or sent to a landfill depends to a large extent on the mobility of the polluting components in the ash. Concentration for Cu, Pb, and Cd were below the detection limit in both the fly ash samples whereas the concentration of Ni and As more in leaching sample.

Table 25 : Open column leaching analysis of Fly ash samples by ICP OES

S. No.	Elements	Vindyachal FA (PPB)	Shaktinagar FA (PPB)
1	B	2797.21	2023.91
2	Mg	61102.74	41199.35
3	Al	209.87	135.34
4	Ti	2.59	2.77
5	Cr	0.92	0.75
6	Mn	2599.13	1761.59
7	Fe	33.93	34.35
8	Co	109.10	68.40
9	Ni	493.37	290.10
10	Cu	6.47	4.66
11	Zn	111.27	100.98
12	As	26.08	15.45
13	Mo	465.50	341.78
14	Cd	5.23	2.78
15	Ba	48.80	75.31
16	Pb	0.60	0.51

4.4 Dispersion of Fly ash

The transportation and dumping of fly ash will be further increased the particulate matter concentration in the mining area. The suspended particulate matter more than 10micron will reduce the visibility in the core zone. Hence the accidental cases will be increased by light and heavy vehicle and earth moving machinery.

Not only this, occurrence of incident health issue will also be further increase and need advanced dust separation devices and equipment to bring the dust concentration below permissible limit.

5.0 Slope Stability Analysis

5.1 General

Computer-based modeling offers the ability to evaluate the slope stability over the short and long term. Computer programs provide an efficient and detailed rapid analysis of a wide variety of slope geometry and loading conditions. Modeling has advantages that design ideas can be tested, different material properties can be evaluated and risk analysis carried out. Analysis has been conducted using and finite element method (FEM). These methods have also been used to assess the failure mechanisms and determine the factor of safety. The numerical method is widely used for slope stability analysis now-a-days. The term numerical analysis and numerical modeling are used here to describe analysis method or numerical solution for a problem. The numerical methods take into account the physical constraints under which the OB dumps are generated and effect of both of dynamic acceleration & static force. The techniques are widely used to perform stability analysis where the condition are complex and possible consequences of failure are significant.

The factor of safety of dump slope have been determined by strength reduction technique. The shear strength reduction technique has two advantages over the conventional approach. The critical failure surface is found automatically and it is not necessary to specify the shape of the failure surface. In general, the failure mode of slopes is more complex than simple circles or segmented surfaces. Further, numerical methods automatically satisfy translational and rotational equilibrium. To perform slope stability analysis with the shear strength reduction technique, simulations are run for a series of increasing trial factor of safety, F^{trial} (Griffiths and Lane, 1999). The actual shear strength properties cohesion (c) and internal friction angle (Φ) are reduced for each trial according to the equations 1 and 2. If the multiple materials are present, the reduction is made simultaneously for all materials. The trial factor of safety is gradually

increased until the slope fails. At failure, the safety factor equals the trial safety factor. The factor of safety is defined according to the equation

$$C^{trial} = \frac{1}{F^{trial}} C \qquad \ldots\ldots(1)$$

$$\phi^{trial} = \arctan\left(\frac{1}{F^{trial}} \tan \phi \right) \qquad \ldots\ldots(2)$$

The factor of safety generally used is in the range of 1.2–1.5 for open pit mines (table 26). This factor of safety could either be directly calculated based on limit equilibrium method or indirectly by numerical modeling based on strength reduction technique. The factor of safety must be greater than 1 for stable slope. Due to uncertainties involved in determining the properties of material, leaving some of the parameters in simulation for simplification and presence of some external factors that are not considered for simulation, it is advisable to have factor of safety of slope as 1.5.

Table 26 : Values of minimum safety factors (Duncan and Christopher 2004)

Failure type	Category	factor of Safety
Shearing	Earthworks	1.3–1.5
	Earth retaining structures, excavations	1.5–2.0
	Foundations	2–3

5.2 Overburden Dump simulation

Field investigation has been done to assess the current status of dragline dump, shovel dumper dump and external dump. The overburden contains various materials such as clay, sand, fine grained sandstone, medium grained sandstone, coarse grained sandstone carbonaceous shale, sandy shale, shale, etc. Figure 16 shows the mine plan of the Dudhichua OCP. The overburden is removed by dragline and coal is removed by shovel dumper combination. The internal dump is initially formed by dragline operation. Subsequently, dump material with a help of shovel dumper combination is dumped over this internal dump formed by dragline. The stability analysis has been carried out for various height for Internal Dragline dump along with Shovel dumper internal dump. Finite element method has been used for analysis of different geo mining condition. The value 1.5 is taken minimum factor of safety for optimum design of slope for long term stability.

Mine Plan of dump slope as provided by Company has been shown in figure 16. Four different scenarios have been created (with varying height) and simulated. The simulation has been done for height 60m, 90m, 150m and 180m as shown in figure 17. This height has been taken above from dragline dump. The simulation has been done in two stage one is only from dragline dump and other is for shovel dumper dump. The factor of safety is varying for dragline dump is 1.29 to 1.34. The dragline dump is short term stable therefore, during the simulation of shovel dumper dump the dragline dump slope is excluded. Figure 18 shows the shear strain in opencast mine slope with factor of safety. The factor of safety is varying from 1.62 to 1.67 for shovel dumper dump. Table shows the summarized factor of safety for both cases. It has been observed that the factor of safety decreasing with the increase in height of dump. The overall slope angle is decreasing as the height of overburden is increasing, therefore decreasing trend in factor of safety is not significantly. It indicates that shovel dumper slope sections are stable for long term. The factor of safety is more than 1.5 for shovel dumper dump, therefore the dump is stable for long term.

Table 27: factor of safety of overburden dump and fly ash mixed dump

Sr. No	Height of dump (m)	Factor of safety for Internal dragline dump	Overall slope angle of shovel dumper dump (degree)	Only overburden
1	60	1.30	26.4	1.67
2	90	1.29	25.7	1.66
3	120	1.32	25.2	1.65
4	180	1.31	24.5	1.62

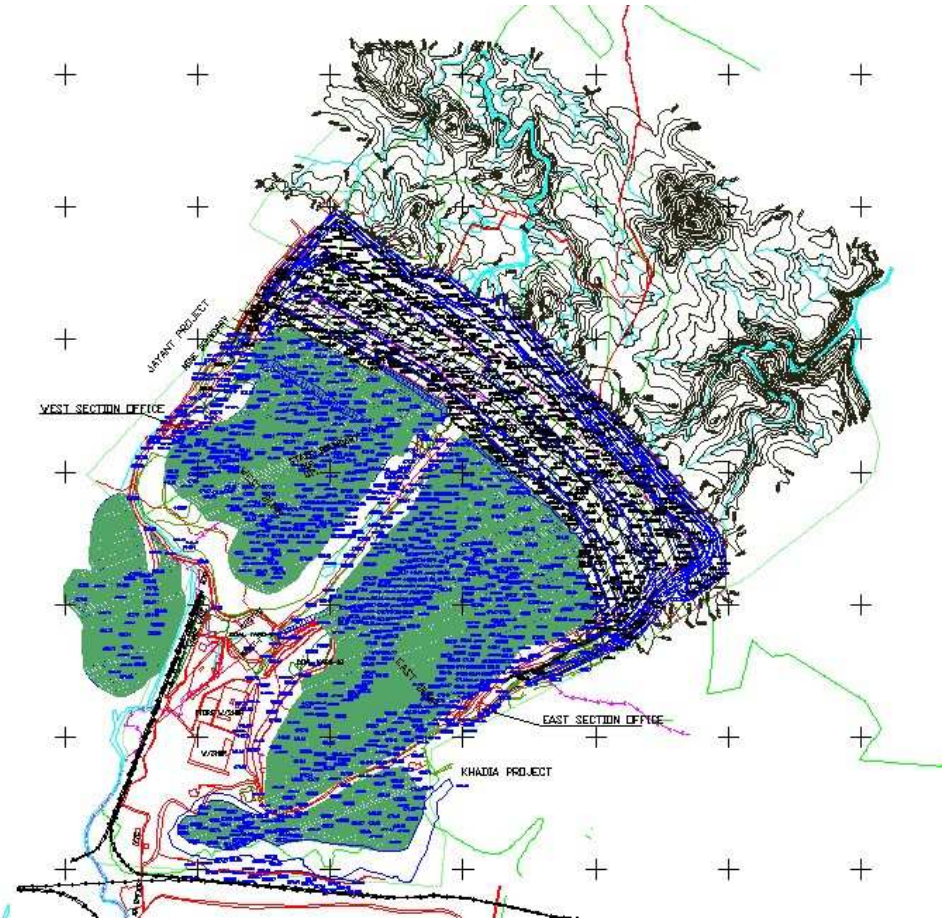


Figure 16 : Mine Plan shown in working plan of Dudhichua OCP

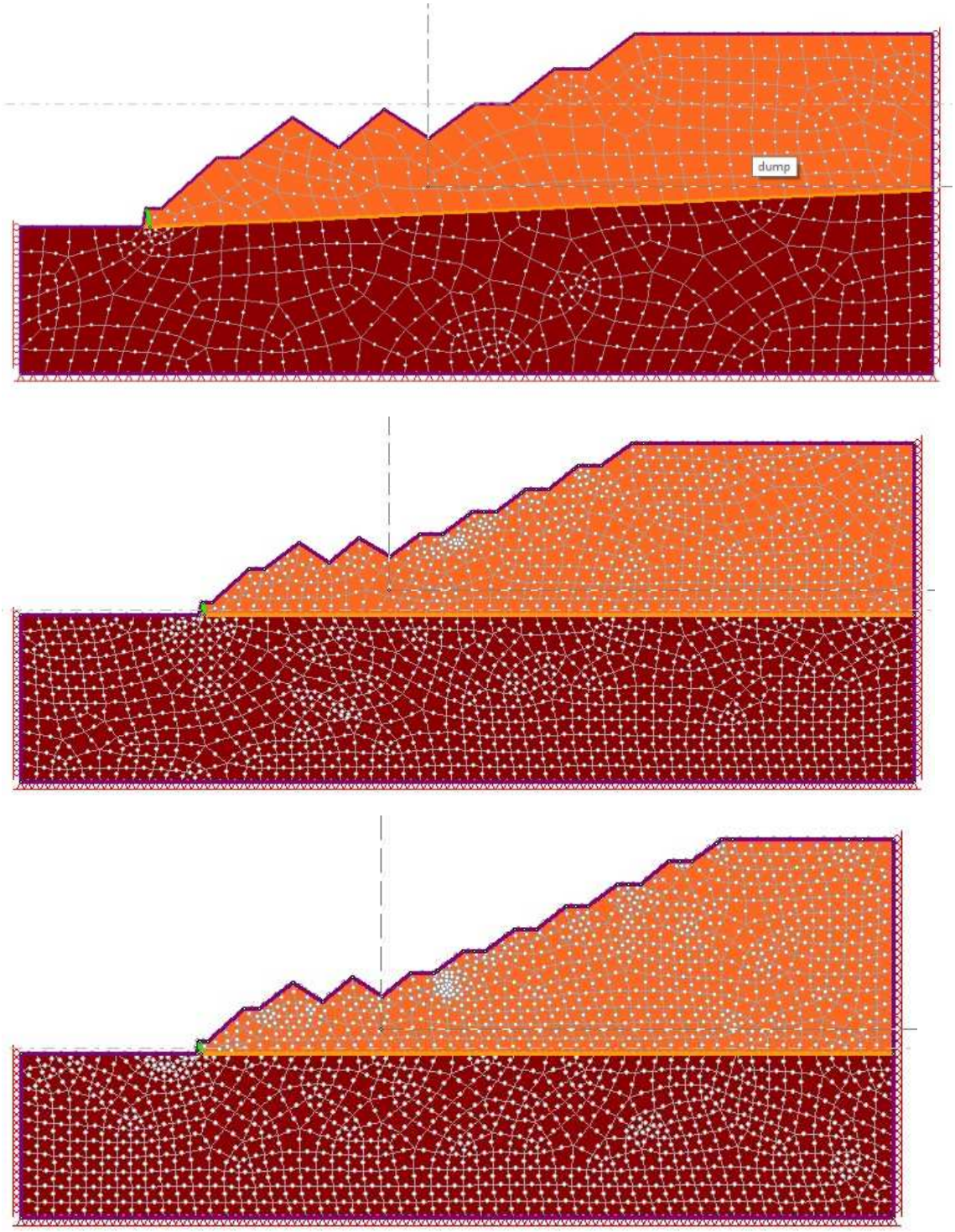


Figure 17 : Discretized view of opencast mine benches at different height

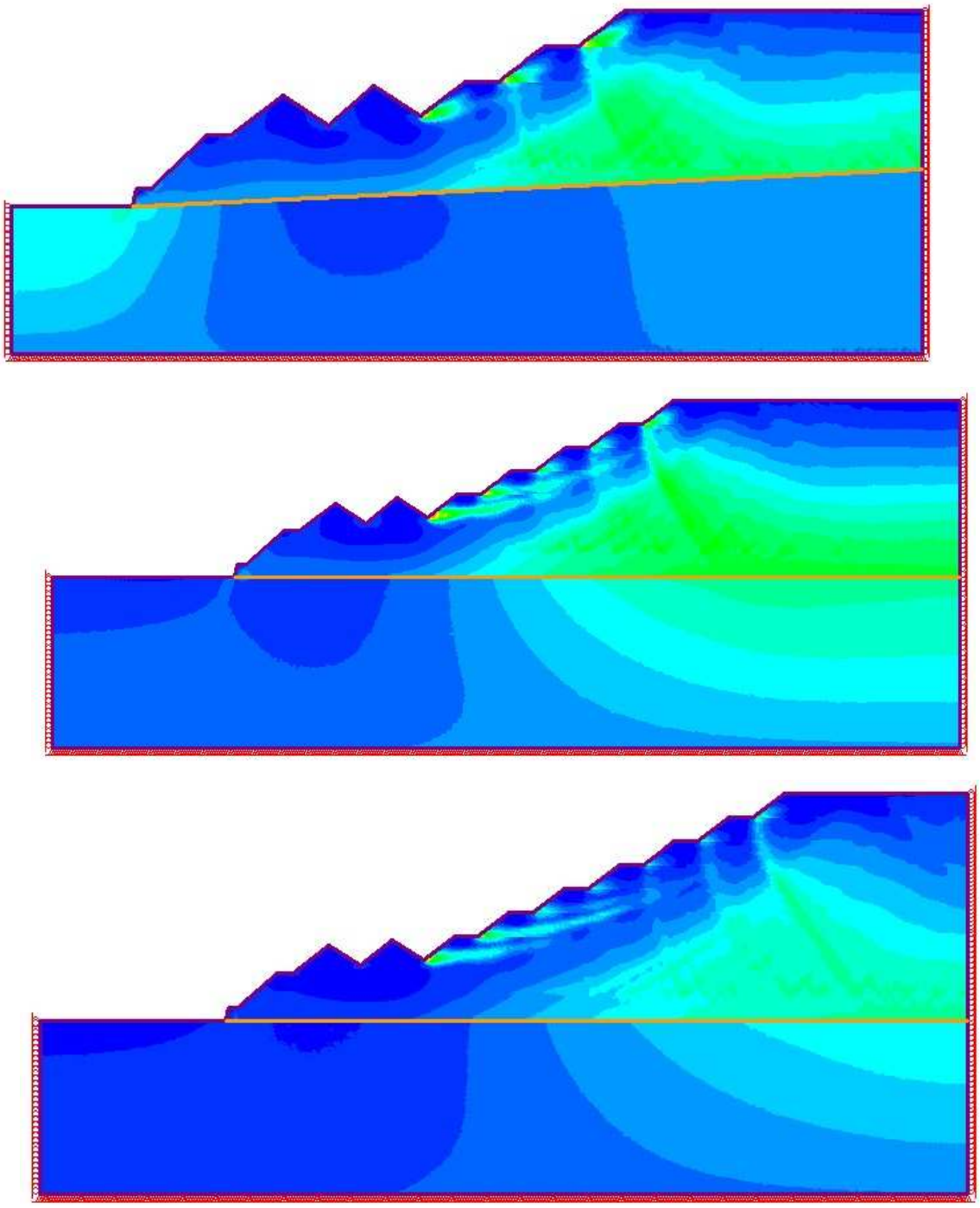


Figure 18 : Shear strain in opencast mine slope with factor of safety

5.3 Fly ash simulation with mixing with OB (% Variation)

The fly ash samples collected from NTPC Vindhyachal and NTPC Singrauli power plants have been mixed as a single fly ash mixture in equal proportions by weight for preparing the sample for mixing with overburden of Dudhichua OCP. Table 16 shows the effect of percentage fly ash on shear strength of dump material. It is observed from table that the best suitable option is 20 % of fly ash.

The dump configurations are likely to be stable against large-scale failure only in drained condition. The maximum height of a single bench should be 30m. The minimum exposed bench width after each lift should be 30m.

The fly ash has been mixed with overburden in various options. The following procedure has been used of dumping of fly ash:

1. The Fly Ash may be dumped in alternative layer/stages of height not exceeding 5m in each layer/stage
2. Initially a row of Overburden dump (bund) not less than 15m width shall be dumped of height upto 5m all around the area proposed for ash dump.
3. A number of such areas shall be formed in a layer/stage wherein the fly ash shall be dumped so that one dump of fly ash is separated by otherer with 15m wide overburden dump.
4. Thereafter, Fly Ash will be dumped within the area surrounded by such overburden dumps. In this matter the dumping shall be laid in the section/layer containing both overburden as well as fly ash
5. Immediately above the bottom section/stage., only overburden duping shall be made to ensure that the Fly Ash is totally covered and protected from the Overburden dump all around.
6. In the same matter the alternative layer /section of the overburden and overburden with fly ash shall be dumped.
7. The percentage of Fly Ash content in the overburden mix shall be determined by scientific study.

The bund around the mixed fly ash and overburden can be design in three ways: Centre line, Upstream and downstream. Figure 19 shows the simulation of Fly ash with different laying options (a) fly ash mixed model (b) downstream (c) downstrean and (d) center line. The numerical simulation has been done for all three options. 20% Fly ash have been simulated

and factor of safety is calculated. The factor of safety for only dump material and mixed material is tabulated in table 28. Figure 20 shows shear strain in opencast mine slope with factor of safety.

Table 28 shows the factor of safety of dump and mixed fly ash of overburden layering options. The factor of safety of over burden dump material is 1.66 for 90m dump height and 1.61 for 180m dump height. Whereas, the factor of safety of fly ash mixed dump is 1.68 for 90m and 1.62 for 180m dump.

It is observed that the increase in factor of safety for fly ash mixed dump is 0.02 for 90m and 0.01for 180m dump height. The increment in the factor safety is not very high due to some reduction in friction angle of mixed material. Moreover, as the height is increased the effect of fly ash will negligible in stability.

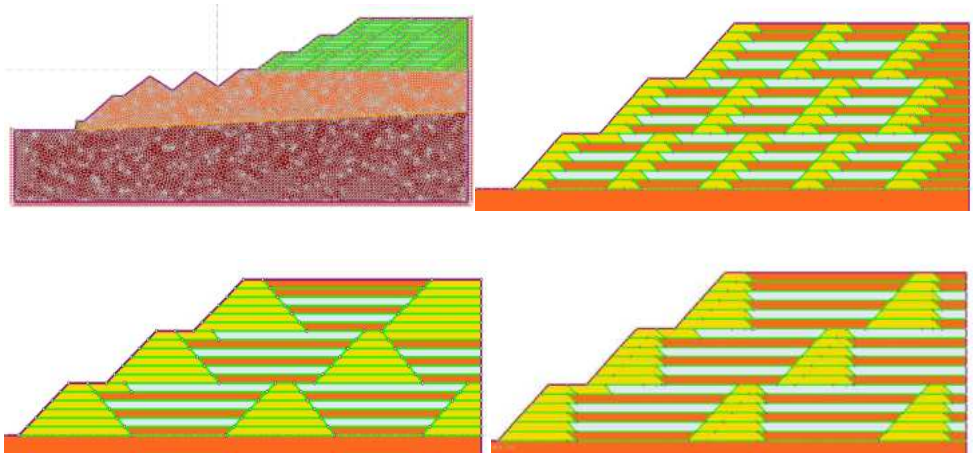


Figure 19 : Simulation of Fly ash with different laying options (a) fly ash mixed model (b) downstream (c) downstrean and (d) center line

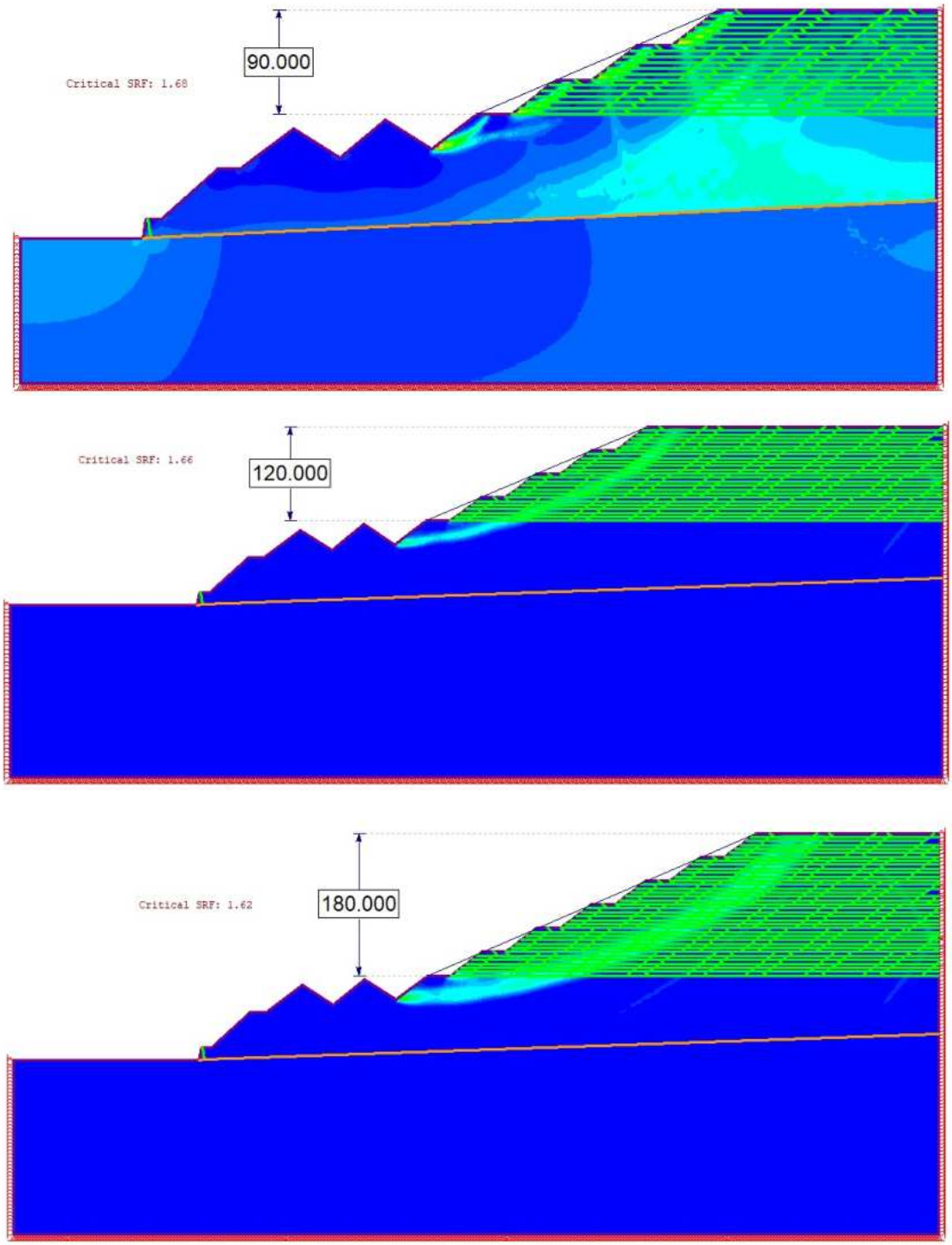


Figure 20 : Shear strain in opencast mine slope with factor of safety

Table 28 : Factor of safety of dump and mixed (Dump and Fly ash)

Sr. No	Height of dump (m)	Only overburden	Overburden with fly ash (20%) + overburden (80) in alternative layers			Average Factor of safety
			Centre line	Downstream	Upstream	
1	60	1.67	1.68	1.67	1.69	1.68
2	90	1.66	1.68	1.67	1.68	1.68
3	120	1.65	1.67	1.66	1.67	1.67
4	180	1.62	1.61	1.62	1.62	1.62

Table 29: Factor of safety at 180m dump height with percentage variation of fly ash with OB

Sr. No	OB %	Fly ash %	Factor of safety
1	100	0	1.62
2	95	5	1.63
3	90	10	1.64
4	80	20	1.65
5	70	30	1.64

5.4 Effect of water on dump stability

A dump of 180m height has been taken to simulate the effect of water on overburden mixed dump. The term 'mixed OB' dump has used for a dump of fly ash material and overburden material in varied proportions. The saturation level of dump, fly ash or mixed material has been varied. The fly ash percentage in the mixed dump have been varied to study the impact of water on mixed dump stability. The shear strength of different level of saturation has been taken from literature and laboratory testing.

Table 31 shows the effect of saturation of water on dump stability. It indicates the factor of safety of mixed dump increases at 10 % and at 25% saturation of water. However, the factor of safety reduces drastically. It reduces upto 1.02 which is critical in term of stability

Table 32 shows the effect of saturation of water on dump stability (with 5% fly ash + 95 % OB). It indicates the dump stability increase at 10 % of saturation and at 25% saturation of water. The factor of safety reduces drastically upto 1.02 at higher level of saturation of water which is critical in terms of stability.

Table 33 shows the effect of saturation of water on mixed ump stability (with 10% fly ash + 90 % OB). It indicates the dump stability increase at 10 % of saturation and at 25% saturation of water. The factor of safety reduces drastically upto 1.00 at higher level of saturation of water which is very critical in terms of stability.

Table 34 shows the effect of saturation of water on dump stability (with 20% fly ash + 80 % OB). It indicates the dump stability increase at 10 % of saturation and at 25% saturation of water it is stability. However, at a higher level of saturation of water, the factor of safety reduces drastically and it is below 1.00 which indicates failure of dump slope.

Table 30: Effect of water saturation on dump stability

Sr. No	% of saturation	Cohesion MPa	Friction angle Degree	Factor of safety
1	0	0.046	30	1.62
2	10	0.063	29	1.62
3	25	0.081	28	1.55
4	50	0.058	25	1.38
5	100	0.036	20	1.01

Table 31: Effect of water saturation on mixed material of dump slope (5% Fly ash + 95 OB)

Sr. No	% of saturation	Overburden		Mixed (5% Fly ash + 95 OB)		Factor of safety
		Cohesion MPa	Friction angle Degree	Cohesion MPa	Friction angle Degree	
1	10	0.063	29	0.095	29	1.60
2	25	0.081	28	0.106	28	1.55
3	50	0.058	25	0.033	26	1.34
4	100	0.036	20	0.017	21	1.00

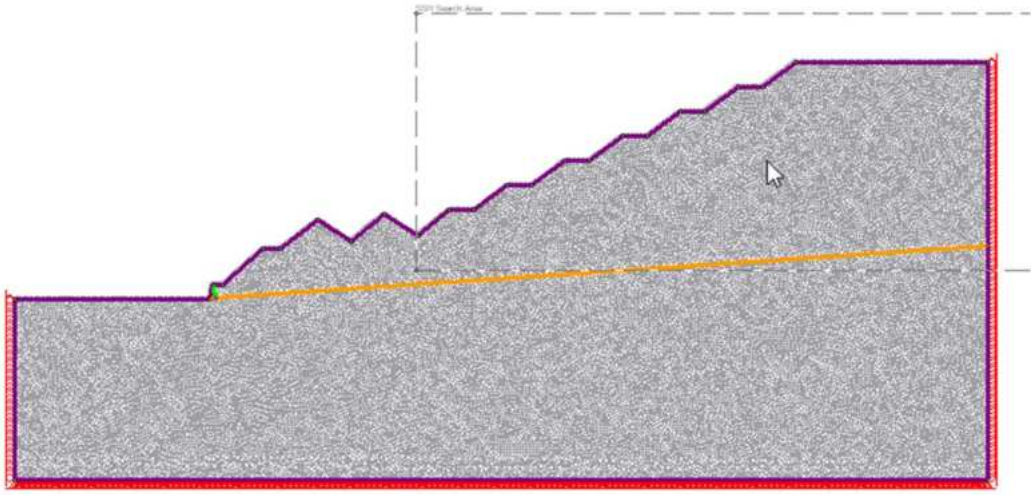
Table 32: Effect of water saturation on mixed material of dump slope (10% Fly ash + 90 OB)

Sr. No	% of saturation	Overburden		Mixed (10% Fly ash + 90 OB)		Factor of safety
		Cohesion MPa	Friction angle Degree	Cohesion MPa	Friction angle Degree	
1	10	0.063	29	0.112	28	1.62
2	25	0.081	28	0.125	29	1.58
3	50	0.058	25	0.040	25	1.33
4	100	0.036	20	0.020	19	0.98

Table 33: Effect of water saturation on mixed material of dump slope (20% Fly ash + 80 OB)

Sr. No	% of saturation	Overburden		Mixed (10% Fly ash + 90 OB)		Factor of safety
		Cohesion MPa	Friction angle Degree	Cohesion MPa	Friction angle Degree	
1	10	0.063	29	0.109	28	1.60
2	25	0.081	28	0.124	26	1.55
3	50	0.058	25	0.036	22	1.27
4	100	0.036	20	0.013	16	0.88

(A)



(B)

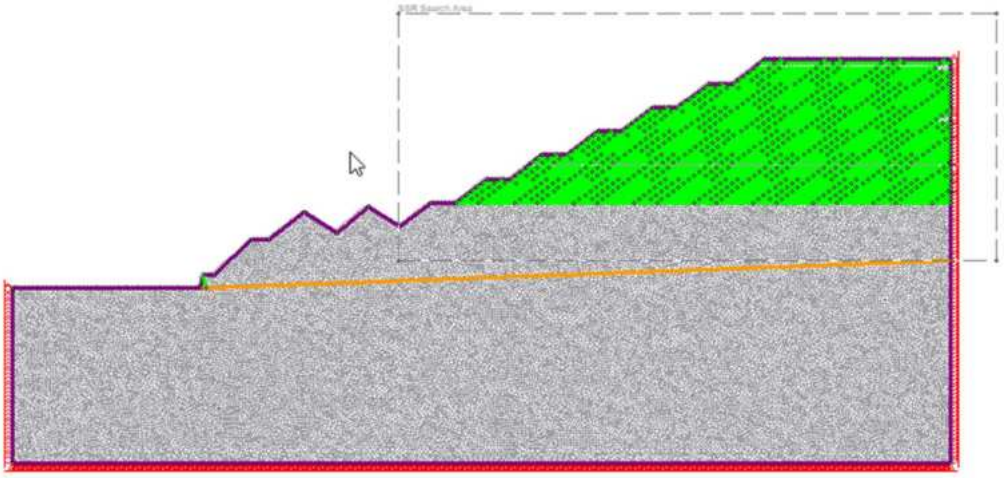
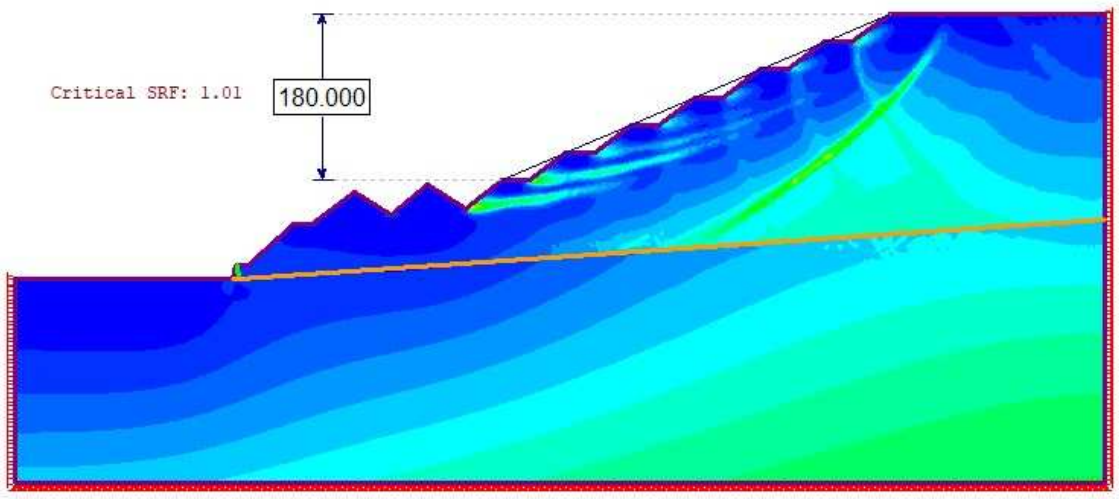


Figure 21 : Discretized model for simulation of water (A) Simulation of only dump (B) Simulation of Fly ash with OB

(A)



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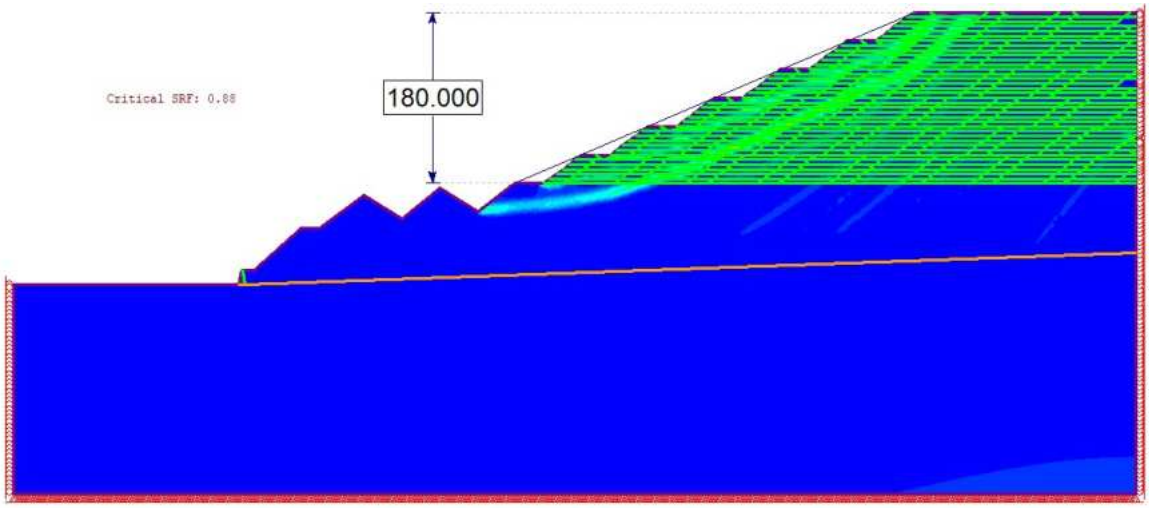


Figure 22: Shear strain and factor of safety of only dump (A) and Fly ash with OB (B)

6.0 Mode of Transportation of Fly ash

Road Capacity Analysis for Fly Ash Transportation

An intersection is a traffic bottleneck which can be responsible for (1) hazardous materials to stay on the road (in trucks) for a longer time thereby increasing the chance for exposure, or (2) possible traffic conflicts between trucks when the crossing vehicles are significant in number. In order to assess the traffic movements from and to the mines, six major intersections were considered to assess the amount of traffic during the peak hours. Traffic at these intersections has been observed to be higher than at other intersections. Five (1,2,4,5,6) of these are directly on NH-39 with access to mines or power plants. These intersections are three-legged intersections.

Data was collected for 30 minutes peak hour on each of the six approaches (incoming and outgoing) at each intersection to estimate the peak flow rate. Flow rate or traffic volume is the number of vehicles that pass a given point on the road during a designated duration (generally 1 hour) of time. Road capacity is a measure of traffic volume during peak hours. Traffic volume near the capacity implies vehicles would be moving slowly making the fly ash truck to spend more time on the road. This is not desirable. Therefore, the chosen routes for the dump truck to transport fly ash to the mines, should have as less traffic below the capacity as possible.

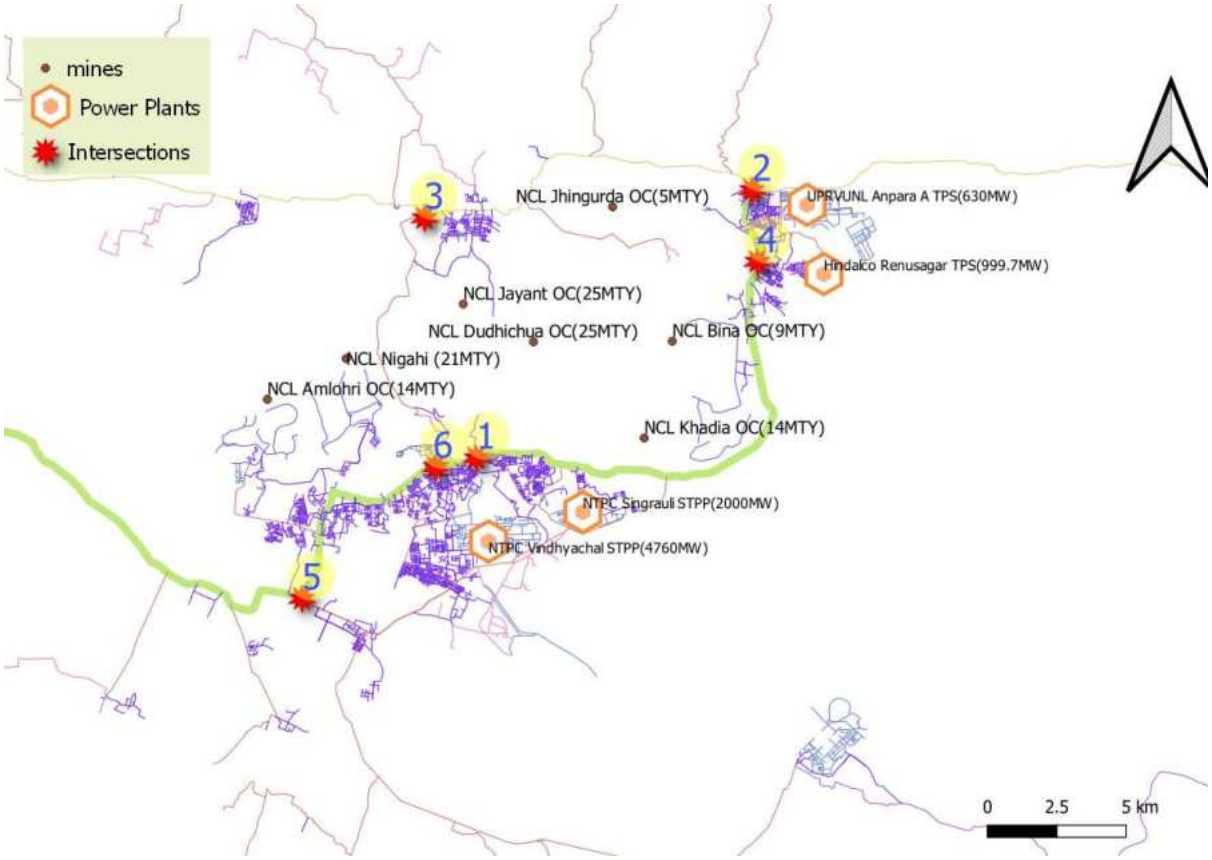
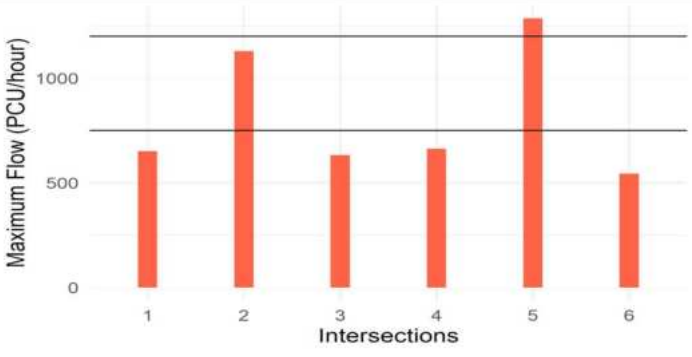


Figure 23: Layout of mine and road for transporation for fly ash

The major vehicle types observed were motorbikes (and scooters), car/jeep, trucks, and bus. Different vehicles contribute to the traffic impedance differently. A factor called Passenger Car Unit is used in this regard. Passenger Car Unit is a measure of relative interaction between a vehicle and a traffic stream with respect to a standard passenger car under a specified set of roadway and traffic conditions. It is used to convert a heterogeneous traffic stream into an equivalent homogeneous stream to enable expressing flow and density in a common unit. The Indian Highway Capacity Manual (2017) suggests median values of passenger car unit on semi urban road for truck, bus, cars, and motorized two-wheelers as 5, 4.5, 1.0 and 0.5 respectively. Based on these values the peak hour traffic volume was estimated for each intersection approaches. IRC provides tentative capacities of urban roads. Almost all approaches and road sections in the area (including NH-39) are two lanes. According to IRC, the capacity of such a road is 1200 (no parked vehicles) or 750 (with parked vehicles and crossing heavy vehicles). As seen in the figure 24 below, intersections 2 and 5 crosses the 750 PCU per hour mark while traffic at intersection 5 crosses the 1200 mark. This suggest that trucks carrying fly ash may not be routed through intersection 2 ad 5 in case of significant crossing vehicles and parked trucks, or at least not through intersection 5 even with limited stranded vehicles. At least a provision should be made to transport fly ask during pre-identified low volume hours.



Intersection	Peak Flow PCU/Hour
1	651
2	1130
3	633
4	662
5	1287
6	544

Figure 24: Maximum flow and intersection of transportation

Based on traffic study and estimated congestion at major intersections where trucks are likely to enter and exit NH-39, the following table 34 depicts the illustrative routes (called desire lines) that the fly ash trucks can take. These origin-destination desire lines can be used as a guide to plan fly ash transport. The planned route may consider maximum distance travelled on the national highway (NH-39). The planned route should also avoid entering or exiting locations where the traffic is reaching the road capacity.

Table 34: Routes (called desire lines) for fly ash transportation

Mine	**Thermal Powerplant**	**Distance (~km)**	**Exit from NH-39**	**Remark**
Amlohri	NTPC Vindhyachal	29	6	Avoid Intersection #5
Bina	Renusagar	6.8	4	
Dudhichua	NTPC Shaktinagar	14	1	
Jayant	NTPC Shaktinagar	14	4	
Jhingurda	UPRVUNL Anpara	16	4	Avoid Intersection #2
Khadia	UPRVUNL Anpara	17	4	
Nigahi	NTPC Vindhyachal	24	1	
Total Mean Distance		**17.25**		

The following map shows desire lines from (NTPC) power plants to (NCL) nines based on traffic study and minimizing total distance travelled. A further analysis can be done that weighs the amount of fly ash that need to be transported from the power plants.

7.0 Mining and Dumping strategy

The estimation of mineable coal reserve and volume of overburden has been obtained from mine officials. The total Mineable Reserve estimated based on existing mine working plan was 347.10 Mt and corresponding total OB was 1603.78 Mm³ with average stripping ratio of 4.62 m³ as on 31.03.2015.

Table 35 : shows total volume of OB Section wise

Particulars	West Section	East Section	Total
Mineable Coal Reserves (Mt)			
Purewa Top Seam	31.73	25.17	56.90
Purewa Bottom Seam	54.64	52.63	107.27
Turra Seam	94.27	88.66	182.93
Total	**180.64**	**166.46**	**347.10**
Volume of OBR (Mm^3)			
Top OB	380.16	498.79	878.95
Parting between Purewa Top and Purewa Bottom Seams	127.90	145.12	273.02
Parting between Purewa Bottom and Turra Seams	213.25	238.56	451.81
Total	**721.31**	**882.47**	**1603.78**
Average Stripping Ratio (m^3/t)	**3.99**	**5.30**	**4.62**

Main OB bench overlying Turra seam is to be excavated by dragline system and proposed to be side cast in the decoaled area of previous cut. The OB from upper benches will be handled by Shovel-dumper system and is proposed to be stacked over the dragline side cast spoil within the pit.

The coal produced by the project during 2015-16 was 13.08 Mt and the OB excavated during 2015 16 was 63.11 Mm3. Thus, the balance coal reserve & OB as on 31.03.2016 is 334.02 Mt (which includes 90 85 Mt coal within boundary of sanctioned 10 Mtpa PR) and 1540.67 Mm³ respectively with an average stripping ratio of 4.61 m³/t. Now, the dumping space available as on 31.03.2016 is 1315.67 Mm² (1378.78-63.11Mm³). Section-wise mineable reserve and overburden volume as on 31.03.2016 has been given in the Table 36:

Table 36 : Section-wise mineable reserve and overburden volume as on 31.03.2016.

Particulars	West Section	East Section	Total
Mineable Coal Reserves (Mt)			
Purewa Top Seam	29.94	22.19	52.13
Purewa Bottom Seam	52.34	50.57	102.91
Turra Seam	92.28	86.70	178.98
Total	**174.56**	**159.46**	**334.02**
Volume of OBR (Mm^3)			
Top OB	371.61	463.64	835.25
Parting between Purewa Top and Purewa Bottom Seams	123.90	141.50	265.40
Parting between Purewa Bottom and Turra Seams	206.88	233.14	440.02
Total	**702.39**	**838.28**	**1540.67**
Average Stripping Ratio (m^3/t)	**4.02**	**5.26**	**4.61**

The volume of OB to be handled as on 31.03.2016 as per EPR is 1540.67 Mm^3 out of which 259.66 Mm^3 OB will be directly side cast by draglines including throw blast of 19.84 Mm^3 in the decoaled cut and balance 1056.01 Mm^2 is proposed to be removed and dumped by shovel-dumper system in the internal dumps. Thus, there will be shortage of space of 225 Mm^3 which may be dumped in adjoining Khadia OCP after exhaustion of coal reserves.

The mine does not have space to dump its own OB due to shortage of Land. Therefore, dump of fly ash is not advisable. The height of external dump is already reached its maximum height capacity as per MOEF and DGMS guidelines. It is not advisable to increase the height of external dump beyond 90m. It may reduce the slope stability of overburden dump.

- Hence, there is an additional space requirement to accommodate OB of 225MCum.
- Dumping of fly ash in the mine will adversely increase the external dump height, which is not advisable.

7.1 Mine closure Plan

Solid waste that would be generated in course of coal mining are overburden material consisting of fragments of sandstone of assorted size. The Open cast mining of Dudhichua involves removal of 1540.67 as on 31.03.2016. The OB from upper benches being handled by Shovel-Dumper system is to be stacked up to the extent possible over the dragline cast spoil within the pit. The table 37 shows the breakup of internal and external dump.

Table 37 : The break-up of internal & external dump

Sl.No.	Dump	Existing as on 31.03.2016 (Mm^3)	Proposed OB quantity (Mm^3)	Dump Area (Ha)
1	Internal Dump	564.33	1540.67	1316.00
2	External Dump	134.00	-	152.00
	Total	**698.33**	**1540.67**	**1468.00**

The over burden will be dumped in internal dumps (in two to three tiers in each year). The height of each tier will be 30 m. The total estimated OB of 1540.67 Mm^2 as on 31.03 2016, for expansion stage will be accommodated in the internal OB dump. The area involved in internal OB dump is 1316 Ha. The formation of internal dumps will be in benches of 30 m height each. It is proposed to re-grade the dump slope to 28^0 whenever dump reaches the final profile.

As per mine plan of Dudhichua OCP, total portion of quarry will be back filled and reclaimed; only an area of 324 Ha would be left out to be void**.** In due course of time, dip side of void will be filled with rain & ground water. This water reservoir may be developed for pisci-culture. By adding fly ash to internal dumping/backfilled areas there could be possibility of fly ash leaching into the void/water reservoir rendering it unsuitable for pisciculture.

At the time of final closure of mine, fencing with RCC post and barbed wire will be erected around the water body. To maintain proper depth of water amicable for pisci-culture, the void will be back filled with OB dump material to certain height. In the final mine closure plan, design of voids due to mining are to be dealt and the final land use plan will include filling of the voids for land reclamation wherever possible and for hydro reclamation wherever feasible.

Figure 25 shows the final mine closure plan and two sections respectively. Figure 26 shows the section of mine at the time of closure The depth of mine at the time of final pit closure is around m. The 40m has left of reservoir and water recharge surrounding the area.

Figure 25 : Final mine closure plan

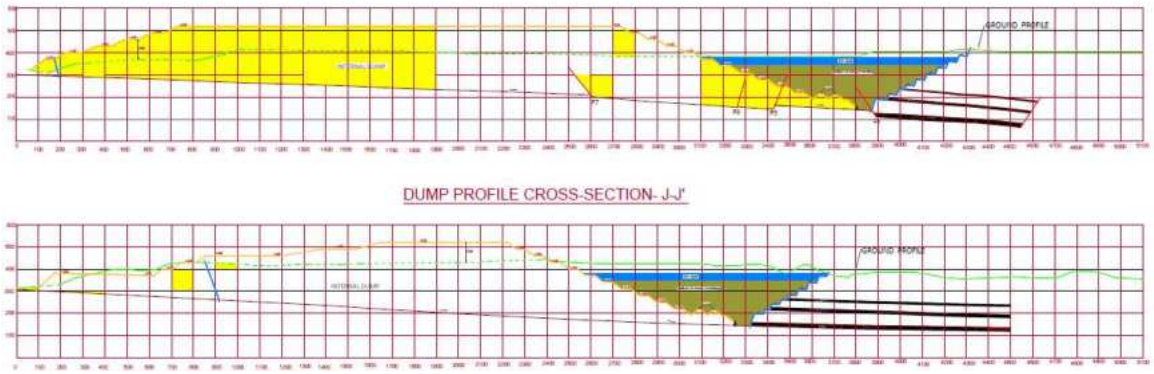


Figure 26 : Section of mine at the time of closure

The final quarry slope has been so designed and then subsequently developed that after the closure of the mine, there is no likelihood of any slope failure. The final slope of the quarry has been designed with above consideration.

Figure 25-26 show the current mine plan and sections respectively. If the 8-10 % fly ash is used to filled between overburden in layers as per guidelines (80% overburden + 20% fly ash). The total volume will be increased in the internal dump which subsequently increase the final height of de-cold area. which further change the mine closure plan and remove the reservoir purpose.

Around 842**M**cum^{3}need to be dumped in Internal dump. If 10% fly ash will be mixed in internal dump the extra around 100**M**cum^{3}will be added to the mine dump. As the height of internal dump could not be increased, It has to be dumped in the void created at the end of mine. This will completely change the mine closure plan as it is already passed. Moreover, the mine closure plan needs to be modified. That will increase complexity in planning and execution of production of coal from Dudhichua OCP.

1. The extra overburden has to be left out i.e. approximately 100 Mcum^3 which will lead to requirement of extra space for dumping.
2. If the void is left out and filled with water for pici-culture at end of mines. It is most likely to have contaminated the water as the base and side will have fly ash material. then the water
3. Mine closure plan has to be changed looking above extra material need to be dumped in mining area. This will lead to extra work load to production system;

Therefore, it is not advisable to used fly ash in fill with overburden dump in internal dumps.

8.0 Conclusions and Recommendations

The present Scientific study of fly ash dumping with overburden in the internal dump of Dudhichua Opencast Project, NCL has been done considering various aspects. The overburden samples have been brought from Dudhichua Opencast Project and fly ash sample from NTPC Shakti Nagar and NTPC Vindhya Nagar. Various geotechnical tests and characterization have been done for overburden, fly ash and various combination of mixed material (overburden and fly ash). Leaching study, dump slope stability, traffic study have been done to know the dumping possibility of fly ash with mixed overburden material in running mines. The conclusions and suggestions of the present study are summarized below.

Dumping of fly ash in external dump

- In opencast mining, handling of overburden (OB) is considered the most important activity requiring very careful and elaborate planning. The purpose is to reduce land requirement for external dumping of overburden and accommodate maximum overburden in internal dumps. There are also restrictions on maximum dump height, i.e. up to 90 m or three decks of 30 m each above surface level. The external dump is already reached to it maximum height i.e. 90m (as reported by mine official). In such, there will not be any possibility of accommodating fly ash dump into External dump.
- There is high population density near the toe area of external dump. If any failure or erosion occur with fly ash, it will directly impact the low-lying area near dump toe. These endangers large population.
- The plantation is usually carried out on top of external dump after putting top soil layers. This has already been done for external dump of Dudhichua OCP. The growth of plant is healthy. If planning is done for putting fly ash on top of external dump, then the plantation has to be removed and top soil layer has to be scraped ad keep aside. However, mixing of fly ash with dump material leads to increase the height beyond the permissible limit and lead to safety issue.
- Therefore, keeping above points it is advisable not to dump the fly ash on external dump in Dudhichua OCP.

Dumping of fly ash in Internal dump

Various geotechnical tests of overburden and fly ash material has been done to know the suitability of mixing fly ash with overburden material in Internal dump. The conclusions and recommendation have been summarized in the following headings.

Geotechnical properties of dump and fly ash

- The specific gravity and bulk modulus of dump material is 2.13 and 1.80 respectively. The specific gravity and bulk modulus of fly ash is less than the dump material. The Overburden material will not give extra load to the dump by adding the fly ash with it. Therefore, no stability issue as far as load is considered.
- The size distribution of dump material and fly ash material indicates that the fly ash is having more fine material than the dump material. It will reduce the permeability of dump material when mixed with overburden material. The permeability of overburden is 1.23E-4 m/sec whereas for fly ash it is around 1.6E-5. Therefore, mixing of fly ash with overburden will reduce the permeability of overall dump material. The lower permeability will have the chances of generating water pressure during rain water.
- The Atterberg's limits indicates that the overburden dump is having very low amount of clay and silt. It contains sand, gravels and boulders. Therefore, the liquid and plastic limit is very high for overburden material considering the large size particles. The liquid and plastic limit of fly ash is low comparing to overburden material. If can be concluded that if dump material is mixed with fly ash the liquid limit and plastic limit will reduce significantly. Therefore, the material can slide on low water contain.
- The Optimum moisture content (OMC) and Maximum dry Density (MMD) of overburden is 10 % and 1.94 t/m^3 respectively. OMC is in range of 20-30 % and MMD is in range of 1.20-1.30 for fly ash. The OMC will increase and MMD will reduce when the overburden material is mixed with fly ash. Therefore, it is not advisable to mix dump material with fly ash.
- The average cohesion and friction angle of dump material are 34 kPa and 32.5 degree respectively. The friction angle of fly ash is range between 26-28 degree and cohesion is 25-36 kPa. The shear strength has been determined by mixing fly ash with overburden in different proportions. The maximum shear strength is observed at 20 % of fly ash mixed with 80 of dump material. The cohesion has increased from 34 kPA to 78 kPa whereas, the friction angle has reduced from 32 degree to 30 degree. The fly ash of the area does not have much binding capacity; therefore, cohesion will not

increase significantly. The fiction angle reduces due to presence of in material in the fly ash.

Fly Ash characterization

- The pH of the fly ash sample are found to be in the range of 6.3 and 6.5 for NTPC Shakti Nagar and NTPC Vindhya Nagar respectively. It means the pH of fly ash is slightly acidic in nature.
- The electrical conductivity of the fly ash is around 1.86 mS/cm. It is suitable for seedlings and salt sensitive plants. Therefore, it is not advisable to directly mix in the overburden dump material. Some additive should be added to increase the electrical conductivity of the fly ash.
- The major trace elements in the fly ash obtained by XRF are SiO_2 and $Al2O_3$. The amount of CaO is around 2%. The fly ash in not having self-binding capacity. Some activator needed to be properly mixed and filled with overburden for proper binding.
- The water holding capacity of fly ash is 24.82% and 26.93 % for NTPC Shakti Nagar and NTPC Vindhya Nagar respectively. It will increase the more water content in the dump material for longer time. Therefore, the haul road/ pathway become slippery and it will hamper the movement of dumper/tipper.
- The **retention capacity** of fly ash study at laboratory stage, conclude that there is ample water retention capacity in the fly ash. Hence when water availability will increase from 24% or more a swamp like condition will be created where in fly ash would be dumped.
- Fly ash used in this study is Class F (As per ASTM). Fly ash having low pozzolanic properties therefore mixing of this fly ash with overburden will not lead to hardening of material after some time. It requires a cementing agent (such as Portland cement, quicklime, or hydrated lime) in the presence of water in order to react and produce cementious compounds

- The highest concentration of toxic trace metal (Mg, Mn and Ni) are ranging from 61.10, 2.6 and 0.49mg/L in Vindhyachal fly ash sample whereas in Shaktinagar fly ash sample the concentration of Mg, Mn and Ni is 41.20, 1.76 and 0.29 mg/L respectively. The solubility of metal is more in acidic range of pH hence the migration of toxic

metal in the soil and nearby land will also be enriched. Mixing of fly ash with Overburden will increase toxic trace metal in surrounding area.

Environmental and safety

- The transportation and dumping of fly ash will further increase the particulate matter concentration in the mining area. It will increase the chances of the accidental cases between earth moving machinery.
- Fly-ash will make the dump floor slippery when contact with water. It will hamper or reduce the movement of dumper and other heavy machinery in mine and dump area. It will also increase the changes of accident in rainy water during movement of dumper/tippers
- In very large open cast operating mines, it is difficult to mix fly ash with external and internal overburden dumps. Operational difficulties will be encountered with safety issues during heavy rains with slippery roads and sliding of dump benches owing to fly ash.
- Due to increase in stripping ratio in coal mines, the quantum of OB is increasing and its safe disposal has become a matter of concern in the coal sector.
- In operating opencast mines, fly ash will be required to be dumped in dry form in separate layers or by mixing with OB while dumping. Both these processes would require elaborate and complex scheduling of various activities/equipment, hampering mine production and creating unsafe conditions owing to high equipment density in limited space of mines.
- The adding of fly ash will increase the pollution level in the running mine, which may exceed the allowable limit of various pollution level.

Fly Ash Transportation

- The routes from the power plant to the mine are not adequately constructed for additional fly ash transportation. Hence it is not advisable under the present road condition to transport fly ash through these roads.
- Fly-ash carrying trucks will cause hindrance to movement of dumper carrying both O.B and Coal.
- Fly-ash will make the dump floor slippery in contact with water. It will limit the movement of dumper/tipper in the haul roads.
- The lead distance of each mine already optimizes based on present equipment and production. The adding of fly ash in same layout/road will increase the traffic density and reduce the distance between two subsequent tripper/dumper.

Geo-Mining conditions

- The volume of OB to be handled as on 31.03.2016 (as per EPR) is 1540.67 Mm^3. Out of 259.66 Mm^3 OB will be directly side casted by draglines (including throw blast of 19.84 Mm^3) in the decoaled cut and balance 1056.01 Mm^2 is proposed to be removed and dumped by shovel-dumper system in the internal dumps. Thus, there will be shortage of space for 225 Mm^3 which may be dumped in adjoining Khadia OCP after exhaustion of coal reserves.
- The mine does not have space to dump its own OB due to shortage of Land. Therefore, dump of fly ash is not advisable. The height of external dump is already reached its maximum height capacity as per MOEF and DGMS guidelines. Dumping of fly ash in the mine will adversely increase the external dump height. It is not advisable to increase the height of external dump beyond 90m. It may reduce the slope stability of overburden dump.
- In operating opencast mines, fly ash will be required to be dumped in dry form in separate layers or by mixing with OB while dumping. Both these processes would require elaborate and complex scheduling of various activities/ equipment, hampering mine production and creating unsafe conditions owing to high equipment density in limited space of mines operations.
- The dumping with overburden required proper mixing of fly ash in the mine overburden itself. It requires huge logistic and space for mixing plant for OB and Fly ash.

Mine Closure Plan

- The quarry will be back filled and reclaimed as per mine plan of Dudhichua OCP. An area of 324 Ha would be left as void after filling the remaining area with dump material. In due course of time, dip side of void will be filled with rain & ground water. This water reservoir may be developed for pisciculture. By adding fly ash to internal dumping/backfilled areas there could be possibility of fly ash leaching into the void/water reservoir rendering it unsuitable for pisciculture
- The depth of mine at the time of final pit closure is around 310m. The 40m has been left for reservoir to water recharge of surrounding area. A water reservoir of 40m depth if left after filling of remining void with dump material. The dump material consists of large quantity of fly ash material (if dumping is to be done with fly ash). Therefore, at end of mining around 100 Mcum of dump material will be left out (which have been accommodate in original plan in place of fly ash). Therefore, the mine closure plan should be change accordingly, so that the provision of accommodation of 100 Mcum of overburden material.

- It will change the mine closure plan and it will have environmental impact in surroundings. Therefore, as per mine closure plan the fly ash should not be possible to dumped in internal dump.

Dump Slope stability

- The dump slope stability has been carried out based on finite element method. The factor of safety has been determined for height varying from 60m to 180m. It varies from 1.67 to 1.62 for overburden dump material.

- The factor of safety of mixed overburden (fly ash mixed with OB material) has also been determined. The simulation has been carried out considering that the fly ash has been put in alternative layers in the dump. The fly ash is mixed with layer in the ration of 80% overburden material and 20% fly ash. The factor of safety of mixed dump material in dry condition is varying from 1.68 to 1.62 for dump height from 60m to 180m.

- It was expected that factor of safety will increase due to increase in cohesion of mixed material. However, it has been observed that the increase in factor of safety for fly ash mixed dump is marginal i.e. 0.02 for 90m and 0.01 for 120m dump height. The reason for marginal increase in the factor safety is due to reduction in friction angle of mixed material. The impact of mixing of fly ash on overburden will not affect the stability in dry condition.

- Water has important role to play in stability of dump material. Study has also been carried out to determine the factor of safety of dump as well as of mixed dump. The material will get saturated due to water and the shear strength reduces significantly depending upon amount of water and material type.

- The table given below summarize the factor of safety of varying % of fly ash and degree of saturation.

Sr. no	% of saturation	Factor of safety of mixed material			
		0% fly ash	5% fly ash	10% fly ash	20% fly ash
1	0	1.62	1.60	1.62	1.60
2	25	1.55	1.55	1.58	1.55
3	50	1.38	1.34	1.33	1.27
4	100	1.01	1.00	0.98	0.88

It is obvious form above table that mixed dump will not be stable in high saturation condition if fly ash is mixed more than 10%. The formation of layers of fly ash in layer may lead to formation of weak shear failure zones which may lead to dump slope failure.

- Generally, the cracks are generated in the top surface of overburden dump. The rain water entering in the crack will create water pressure, waters generally get drained from the dump material. However, the water pressure will be created in crack of overburden dump with fly ash as water will get retained which lead to low factor of safety.

Therefore, it is technically not feasible to dump the 25% fly ash in Mine dump in Dudhichua OCP due to geo mining conditions, high stripping ratio, and huge rate of OB removal and instability of dump during rainy season in present condition.

DISCLAIMER

The report is based on field reconnaissance, laboratory tests as per IS codes on small size soil samples and analysis results using Phase2 slope stability analysis software. Neither IIT (BHU) nor any of its employee makes any warranty, express or implied or assume any legal liability or responsibility for the accuracy completeness or use of the result of such information, product or process in the report DUDHICHUA OCP

NORTHERN COALFIELDS LIMITED

Details of Objections and Present Status received from the Concerned Projects

viii) NCL Amlohri, Singrauli

Recommendations of the Committee (MP)	Objections	Present Status
E. The study report undertaken by the IIT BHU regarding utilization of fly ash in external OB of the mines shall be submitted as soon as it is received.	IIT BHU was assigned the work "Scientific study of Fly ash utilization/dumping/mixing in the OB of the running/active mines of NCL, along with its viability and safety aspect of man and machinery" vide order no. NCL/SGRL/R&D/2021/90 dated 10.07.2021. The final report of the study was submitted dated 16.03.2022. The copy of the same is attached herewith for ready reference in annexure R-viii/1 **Conclusion of the Study**: It is technically not feasible to dump 25% fly ash in mine dump in Amlohri OCP due to geo-mining condition, high stripping ratio, huge rate of OB removal and instability of dump during rainy season.	The study report of IIT BHU regarding utilization of fly ash is external OB of the mines is attached also a study regarding utilization of fly ash in running mines in Nigahi OCP is being conducted by CIMFR reports of which are awaited.
G. The regular calibration of the CAAQMS installed by the mines shall be ensured as per the prescribed frequency of calibration and reported from time to time.	CAAQMS of Amlohri Project is regularly calibrated. The calibration reports are annexure R-viii/2	The calibration records of the CAAQMS installed in Amlohri OCP is attached in **Annexure.**
I. Health check up of villagers through mobile medical van should be continued for the detection of the occupational diseases like silicosis, fluorosis etc. and treatment be provided under CSR activities and reported from time to time.	Under CSR activities, health checkup camps are organized regularly for medical checkup of nearby villages of Amlohri project and as per requirement medicines/medical treatment is provided to villagers. Details of medical camps is attached in annexure R-viii/3	Health check up of near by villages has been conducted under CSR. However there has not been any reported case of occupational disease like silicosis, fluorosis etc. in near by villages.

STATION PROTOCOL
FOR
CAAQM STATION UNDER Warranty /AMC/CMC/O&M CONTRACT
CALIBRATION REPORT

Location of CAAQMS :NCL AMLOHRI **Date: 07.09.2022**

S.No.	Parameter	Status	Zero Value		Zero Offset		Span Calibration			K Factor (Span)		Rem.
			Pre	Post	Per	Post	Span Source	Pre	Post	Pre	Post	
1	CO Analyzer	OK	0.00	0.00	0.00	0.00	10.00 PPM	9.30	10.30	1.08	1.09	OK
2	SO_2 Analyzer	OK	0.00	0.00	0.00	0.02	200 PPB	201.37	201.19	1.37	1.38	OK
3	NO_x Analyzer											
	NO	OK	0.00	0.00	0.00	0.00	200 PPB	202.00	200.19	1.13	1.12	OK
	NO_2	OK	0.00	0.00	0.00	0.00	0.0	1.29	1.23			OK
	NOx	OK	0.00	0.00	0.00	0.00	200 PPB	200.29	200.37	1.12	1.11	OK
6	PM10 Analyzer	OK					867 ug/cm2	862.72 ug/cm2		0.96	0.92	OK
7	PM 2.5 Analyzer	OK					809 ug/cm2	803.61 ug/cm2		0.94	0.91	OK
8	Meteorological Parameter											OK
	Temperature											OK
	Humidity											OK
	Wind Speed											OK
	Wind Direction											OK
	Solar Radiation											OK
	Barometric Pressure											OK
	Rain Fall											OK
9	Computers											OK
10	UPS/ AC / Others											OK
11	Data Display Board											OK

Maintenance Details / Requirement:

Specific Observation(s): All analyzer calibrated satisfactory, NO2 has no factor, it has defined by NO & NOx. PM10 & PM2.5 Analyzer has calibrated & set factor automatically.

Signature of Engineer:

STATION PROTOCOL
FOR
CAAQM STATION UNDER Warranty /AMC/CMC/O&M CONTRACT
CALIBRATION REPORT

Location of CAAQMS :NCL AMLOHRI **Date: 01.10.2022**

S.No.	Parameter	Status	Zero Value		Zero Offset		Span Calibration			K Factor (Span)		Rem.
			Pre	Post	Per	Post	Span Source	Pre	Post	Pre	Post	
1	CO Analyzer	OK	0.00	0.00	0.00	0.00	10.00 PPM	10.30	9.30	1.09	1.08	OK
2	SO_2 Analyzer	OK	0.00	0.00	0.00	0.02	200 PPB	201.19	201.37	1.38	1.37	OK
3	NO_x Analyzer											
	NO	OK	0.00	0.00	0.00	0.00	200 PPB	200.19	202.00	1.12	1.11	OK
	NO_2	OK	0.00	0.00	0.00	0.00	0.0	1.23	1.29			OK
	NOx	OK	0.00	0.00	0.00	0.00	200 PPB	200.37	200.29	1.11	1.1	OK
6	PM10 Analyzer	NOT OK					867 ug/cm2					NOT OK
7	PM 2.5 Analyzer	OK					809 ug/cm2	814.73 ug/cm2		0.91	0.95	OK
8	Meteorological Parameter											OK
	Temperature											OK
	Humidity											OK
	Wind Speed											OK
	Wind Direction											OK
	Solar Radiation											OK
	Barometric Pressure											OK
	Rain Fall											OK
9	Computers											OK
10	UPS/ AC / Others											OK
11	Data Display Board											OK

Maintenance Details / Requirement:

Specific Observation(s): All analyzer calibrated satisfactory, Except PM10 analyzer was ffound faulty due to water condensation as Ac aws running at Low tepmerature NO2 has no factor, it has defined by NO & NOx. PM2.5 Analyzer has calibrated & set factor automatically.

Signature of Engineer:

ENVEAIndiaPrivate Limited (Formerly Known as Environnement SA IndiaPvt Ltd)
D-16, 3 & 4, TTC Industrial Area, M.I.D.C Turbhe,Navi Mumbai – 400705,INDIA
Tel: +91 22 45020000– Fax: +91 22 45020001 – www.envea.global – info.in@envea.global
CIN: U74999MH2008PTC184224 - GST NO: 27AACCE0200B1ZO

CSR activities : Sanction Year 2019-23

Health (Sab Swasth)

S. No.	Name of the Activites	Year	SanctionedValue in Laks (Rs.)
1	Provision of CSR fund towards measures to restrain the spread of COVID 19 in surrounding villages	2021-22	10
2	Financial assistance for setting up of Police Covid Care Center	2021-22	15
3	Procurement of 15000 mask	2021-22	2.25
4	Procurement & Distribution of blankets to poor and needy during winters in the near by villages of NCL's projects/ unit	2021-22	4.21
5	Organization of Nutritional camp with the focus of reducing IMR (Infant mortality rate), MMR (Maternal mortality rate) & Malnutrition in the vicinity of NCL	2022-23	19.89
6	Procurement of 2700 Grocery Bags from satellite center of NIIC (Khadi & handloom Center) set up by NCL & IIT(BHU)	2022-23	5

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

एन सी एल
NCL

Northern Coalfields Limited
(A Miniratna Company)
(A subsidiary of Coal India Limited)

JHINGURDA AREA

Digital India

स्वच्छ भारत

CIN- U10102MP1985GOI003160
An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company
पोस्ट- झिंगुरदा कोलियरी, जिला- सिंगरौली, म.प्र., पिन 486889/ Post- Jhingurda Colliery, Distt- Singrauli, M.P. PIN-486889
Phone: 07805- 272002, (FAX) 272003 email: gmjrd.ncl@coalindia.in website : www.nclcil.in

No. JRD/GM/Env/2024-25/ 115

Date: 01.07.2024

The General Manager
Environment & Forests
NCL.

Sub: - Details of objections & present status in the matter of O.A. No. 164/2018 (Ashwani Dubey Vs Union of India & others)
Ref:- Your Letter No 863 dated 26.04.2024

Dear Sir,

In reference to the referred letter on the subject cited above, please find enclosed the requisite data/information in respect of Jhingurda OCP.

This is for your kind information.

Thanking You

Encl: As Above

Yours Faithfully

1/7/2024

General Manager
Jhingurda Area

Scanned with OKEN Scanner

NORTHERN COALFIELDS LIMITED
JHINGURDA AREA

Compliances on the recommendations and objections against V Quarterly Report dated 11.01.2022 [submitted by the Oversight Committee (MP) to Hon'ble NGT in compliance of its order dtd 14.07.2020]: -

Sl. No.	Recommendation	Objections	Present Status
1.	The study report undertaken by the IIT BHU regarding utilization of fly ash in external OB of the mines shall be submitted as soon as it is received.	IIT (BHU), Varanasi, had collected the samples of fly ash and overburden for the scientific study of fly ash utilization/ mixing/ dumping in the overburden of Jhingurda OCP. Report of the study was received from IIT (BHU), Varanasi, in Jan'22 and subsequently it was submitted to Oversight Committee (Madhya Pradesh) on 02.02.2022. Copy of email dated 02.02.2022 is enclosed as **Annexure 1.**	1. As per report submitted by IIT (BHU), Varanasi in January, 2022, it is recommended not to dump fly ash in overburden dumps in Jhingurda OCP. 2. Further, Work Order for carrying out the study entitled "Feasibility study in utilizing fly ash in the running Nigahi mine of NCL was issued to CSIR-CIMFR, Dhanbad, on 10.01.2023. At present, study is under progress. Final report will be submitted by CSIR-CIMFR, Dhanbad after monsoon period considering the effects of rainfall on the stability of fly ash mixed overburden dump.
2.	The regular calibration of the CAAQMS installed by the mines shall be ensured as per the prescribed frequency of calibration and reported from time to time.	CAAQMS of Jhingurda Project was under comprehensive annual maintenance contract which includes calibration of CAAQMS on monthly basis. A copy of award of work to M/s. Environnement S.A. Pvt. Ltd. (now name changed to M/s. Envea India Private Limited) is enclosed herewith as **Annexure-2**. It is noted to be complied in the recommendations of the Vth Quarterly Report.	CAAQMS of Jhingurda Project is being calibrated on regular basis as per the current operation & maintenance contract vide no GEMC-511687739371125 dated 09.02.2024 (copy enclosed as **Annexure-3**). The calibration reports for the last three months are enclosed as **Annexure-4**.

<table>
<tr>
<td></td>
<td></td>
<td>Regular calibration of CAAQMS is being ensured as per the prescribed frequency. Calibration reports are regularly being submitted along with ATR on quarterly report of oversight committee.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Health check- up of villagers through mobile medical van should be continued for the detection of the occupational diseases like silicosis, fluorosis etc. and treatment be provided under CSR activities and reported from time to time.</td>
<td>Under CSR activities, medical camps are regularly being organized for health checkup of nearby villagers.
In the FY 21-22, 02 nos. of medical camps were organized in the nearby villages, benefitting 146 nos. of people including 64 children & 44 females.
No cases of occupational diseases like silicosis, fluorosis were detected.</td>
<td>Under CSR activities, medical camps are regularly being organized for health checkup of nearby villagers.
The details of medical/health-check camps organized by Jhingurda OCP in the last 05 years are as follows:-
<table>
<tr><th>Year</th><th>No. of medical camps</th><th>No. of beneficiaries</th></tr>
<tr><td>2019-2020</td><td>14</td><td>4504</td></tr>
<tr><td>2020-2021</td><td>12</td><td>1340</td></tr>
<tr><td>2021-2022</td><td>02</td><td>146</td></tr>
<tr><td>2022-2023</td><td>10</td><td>1245</td></tr>
<tr><td>2023-2024</td><td>NIL</td><td>NIL</td></tr>
</table>
Besides, free medical treatment including medicines is being provided to the villagers at Jhingurda Dispensary. The no. of such beneficiaries for the last 03 years is as follows:-
<table>
<tr><th>Year</th><th>No. of beneficiaries</th></tr>
<tr><td>2021-2022</td><td>979</td></tr>
<tr><td>2022-2023</td><td>1246</td></tr>
<tr><td>2023-2024</td><td>1461</td></tr>
</table>
No case of occupational disease like silicosis, fluorosis has been detected so far.</td>
</tr>
</table>

NCL : Reports on "Scientific study of fly ash utilization/dumping/Mixing in the OB of the running/active mines of NCL along with its viability and safety aspect of man and machinery" submitted by IIT(BHU), Varanasi in respect of Amlohri, Bina, Dudhichua, Jhingurda and Nigahi OCPs..

From : C Jayadev <gmenv.ncl@coalindia.in> Wed, Feb 02, 2022 06:48 PM

Subject : NCL : Reports on "Scientific study of fly ash utilization/dumping/Mixing in the OB of the running/active mines of NCL along with its viability and safety aspect of man and machinery" submitted by IIT(BHU), Varanasi in respect of Amlohri, Bina, Dudhichua, Jhingurda and Nigahi OCPs.. 6 attachments

To : hsharma1091@gmail.com, Hemant Kumar Sharma <hksharma-pcb@mp.gov.in>

Cc : P.K. Biswal <tscmd.ncl@coalindia.in>, Subrata Shekhar Sinha <dtpp.ncl@coalindia.in>, Ro MPPCB <romppcb.sgrl@gmail.com>, RO Singrauli Singrauli <ropcb-singrauli@mp.gov.in>

Dear Sir,

Attached herewith please find the study reports on "Scientific study of fly ash utilization/dumping/Mixing in the OB of the running/active mines of NCL along with its viability and safety aspect of man and machinery" received from IIT(BHU), Varanasi in respect of Amlohri, Bina, Dudhichua, Jhingurda and Nigahi OCPs.

These reports are being submitted in compliance to the recommendation E for Coal Mines as per the Vth Quarterly Report of the Oversight Committee in compliance with the Hon'ble National Green Tribunal order dated 14-07-2020 in O.A. 164/2018 (Ashwani Kumar Dubey vs. Union of India & Ors.).

Yours faithfully,

General Manager (Environment)
Northern Coalfields Limited
Singrauli, MP.

"Think before you print and save a tree"

Bina Report - NCL.pdf
6 MB

Nigahi Report - NCL.pdf
7 MB

Jhingurdah Report - NCL.pdf
4 MB

Dudhichua Report - NCL.pdf
6 MB

Amlohri Report - NCL.pdf
3 MB

(TRUE COPY)

ANNEXURE-2

S. R. 3467/22
Place Wardha
Dt. 19/04/22

मध्य प्रदेश MADHYA PRADESH

NOTARY GOVT OF INDIA

Notarial Stamp Rs. 50-00 Affixed

BU 012078

AGREEMENT

19 Notary

This Agreement /Contract made this ~~19~~ day of April 2022 between **M/S Envea India Pvt Ltd (Formerly Known as Environnement SA India Pvt. Ltd). D-16, 3&4, TTC Industrial Area Turbhe M.I.D.C Turbhe, Navi Mumbai – 400705** (hereafter called Supplier and Service Provider) of the one part and M/S Northern Coalfield Limited, A Subsidiary of Coal India Limited and having is registered office at Singrauli, PO-Singrauli Colliery, Distt-Singrauli, M.P-486889 (hereinafter called the NCL/Purchaser which expression shall include is successor and assigns) the other part regarding Maintenance and Repair Contract (AAQMS) 9 (Nine) Nos CAMC, Order No. 63814065 /317A1069/ CAAQMS dated-28/9/2018.

Ramashankar Shah
Advocate NOTARY
Waidhan, Distt-Singrauli (M.P.)

Envea India Pvt. Ltd.

24/03/2022

Company Name – Envea India Pvt. Ltd.

Address - Tower L-1106, KDP Grand Saranna Housing Society

Rajnagar Extension Ghaziabad

U.P. – 201017

Afjal Mohammad
Stamp Vendor
D.J. Court Waidhan

NOTARY

S. R. 3467/22
Place Waidhan
Date 19/04/22

CONSIGNEE

Item 1. Supply, Installation and Commissioning of Continuous Ambient Air Quality Monitoring Station (CAAQMS) with Weather Monitoring Station at different Project of NCL along with CAMC for period of 03 years after warrantee period of 01 years.

S.No	Name of The Project	Sets	CONSIGNEE
1.	BINA (UP)	01	The Depot Officer, Northern Coalfields Limited, Regional Stores, Bina Project, P.O. Bina Colliery, Distt. Sonebhadra (UP)
2.	DUDHICHUA (UP)	01	The Depot Officer, Northern Coalfields Limited, Regional Stores, Dudhichua Project, P.O Khadia Colliery, Distt. Sonebhadra (UP)
3.	KAKARI (UP)	01	The Depot Officer, Northern Coalfields Limited, Regional Stores, Kakari Project, P.O Kakari Colliery, Distt. Sonebhadra (UP)
4.	KHADIA (UP)	01	The Depot Officer, Northern Coalfields Limited, Regional Stores, Khadia Project, P.O Khadia Colliery, Distt. Sonebhadra (UP)
5.	BLOCK - B	01	The Depot Officer, Northern Coalfields Limited, Regional Stores Block-B, Jayant P.O Gorbi Colliery, Distt. Singrauli (M.P)-486 889

Item-2. Supply, Installation and Commissioning of Continuous Ambient Air Quality Monitoring Station (CAAQMS) with Weather Monitoring Station and Mercury Ambient Air Station at different Project of NCL along with CAMC for period of 03 years after warrantee period of 01 years.

S.No	Name of The Project	Sets	CONSIGNEE
1.	AMLOHRI (MP)	01	The Depot Officer, Northern Coalfields Limited, Regional Stores, Amlohri Project, P.O. Amlohri Colliery, Distt. Singrauli (MP)
2.	JAYANT (MP)	01	The Depot Officer, Northern Coalfields Limited, Regional Stores, Jayant Project, P.O. Amlohri Colliery, Distt. Singrauli (MP)
3.	JHINGURDA (MP)	01	The Depot Officer, Northern Coalfields Limited, Regional Stores, Jhingurda Project, P.O. Amlohri Colliery, Distt. Singrauli (MP)
4.	NIGAHI (MP)	01	The Depot Officer, Northern Coalfields Limited, Regional Stores, Nigahi Project, P.O. Amlohri Colliery, Distt. Singrauli (MP)

Note: Supplier shall have to raise separate invoices for supply in UP and MP state.

Ramashankar Singh
Advocate NOTARY
Waidhan, Distt. Singrauli (M.P.)

Bharat Coking Coal Ltd.
Received

S. R. 3467/22
Place Wardha
Date 19/04/22

Warranty period will be start after the commissioning date of each of CAAQMS, CAMC shall be operative w.e.f. the date of satisfactory completion of the warranty period of the respective Equipments.

The Commissioning date of all projects which has been installed at different projects of NCL Singrauli (M.P) & Sonebhadra (U.P) are as follows.

Sr. No.	Information Sought	Details
1	**Commissioning date of each of CAAQMS**	Commissioning dates of CAAQMS :

CAAQMS Unit	Date of Commissioning
Amlohri	16.05.2019
Bina	16.05.2019
Block-B	18.05.2019
Dudhichua (CETI)	14.05.2019
Jayant	20.05.2019
Jhingurda	17.05.2019
Kakri	20.05.2019
Khadia	16.05.2019
Nigahi	10.05.2019

You shall give a warranty of satisfactory performance of the complete equipment for a period of 12 months from date of fitment or 18 months from date of dispatch whichever is earlier

Comprehensive Annual Maintenance Contract (CAMC)

The following will be the charges for CAMC for 03 years will start after successful completion of 01 years warranty period;

CAMC charges for	1st Year (after warrantee period)	2nd Year	3rd Year	Total
1. Continuous Ambient Air Quality Monitoring Station(CAAQMS)	410128.00	430630.00	452165.00	1292923.00
2. Continuous Ambient Air Quality Monitoring Station(CAAQMS) and portable/continuous mercury analyzer.	389174.00	408643.00	429074.00	1226891.00

GST as applicable during CAMC period shall be paid extra. Percent rate is 18.00%.

Ramashankar Shah
Advocate NOTARY

S. R. 3461/22
Place... wardha
Date 19/04/22

CAMC contract will be concluded by the user department and payment of CAMC charges shall be made on Quarterly basis in Indian Rupees after acceptance by Nodal Officer (Env) of concerned project.

The scope of Comprehensive Annual Maintenance Contract (CAMC) and Terms & Conditions of penality in CAMC will be as per below mentioned conditions.

8.0 SCOPE OF COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT

8.1 The Comprehensive Annual Maintenance Contract (CAMC) involves checking of the complete system, preventive maintenance & service, emergency/ breakdown maintenance & service, calibration of analysers, repair, replacement of all defective parts of CAAQMS, Software support service, supply of all spares, consumables, gases etc. during entire period of CAMC for three years.

8.2 Comprehensive A.M. also includes replacement of defective parts as and when required so that CAAQMS is constantly kept in perfect working order. The payment to the maintenance contractor will be regulated on the basis of actual availability of CAAQMS in fully working status.

8.3 The CAMC will be for total three years (36 months) after warranty period.

8.4 The CAMC will be effective from the day after successful completion of warranty period.

8.5 All consumable items for printers, computers, and computer stationery, toners, etc will be included under CAMC.

8.6 During the CAMC period, supply of spares will be sole responsibility of the successful bidder.

8.7 It will be the responsibility of successful bidder to procure and maintain adequate quantity of stock of spares at convenient place in consultation with NCL for quick replacement of damaged components/ spares.

8.8 Earthing and lightening arrestors for CAAQMS and other instruments shall be maintained by successful bidder.

8.9 The old spares parts which are required to be replaced by new ones or repaired ones shall be the property of successful bidder.

8.10 Successful bidder shall submit service reports jointly signed by the service personal and the Nodal Officer (Environment) or in his absence any person authorized by CGM/GM of the area for his record on monthly basis.

8.11 No advance payment will be made on a/c of annual maintenance contract. CAMC charges will be paid on quarterly basis after submission and acceptance of bills.

9.0 TERMS AND CONDITIONS OF PENALTY

IN CAMC: 9.1 Successful bidder shall ensure that breakdown/ fault of CAAQMS and other sensors/ instruments is attended at site within 72 hours of the receipt of information at its notified office/ address (to be specified by the bidder in the offer) and the CAAQMS is made operational within a reasonable time not exceeding another 72 hours.

9.2 NCL will impose the penalty in case the CAAQMS and other sensors/ instruments could not be made operational, at site, within the period mentioned above, i.e, within six days, from the day of receipt of information from Nodal Officer (Environment) of the particular Area, at the notified office/ address/ location as mentioned by bidder.

Ramashankar Shah
Advocate/NOTARY
Maldhan, Distt -Singrauli (M.P.)
19/4/2022

S. R. 3467/22
Place ...
Date 19/04/22

Rate: An amount equal to 1.5 times the normal CAMC rate per day will be levied as penalty for each day for which CAAQMS and other sensors/instruments are not working beyond six days as mentioned above. The penalty will be deducted from the running bills of CAMC.

9.3 If the problem is such that it is required to be rectified at principal's site/workshop/premises additional 7 days period will be allowed, i.e total 13 days from the date of receipt of initial breakdown report.

9.4 Normal CAMC charges for additional seven (7) days period will be deducted from the bills of CAMC on prorate basis. If CAAQMS or other sensors/ instruments is not made available and operational in all respect after rectification from the principal's site/workshop/premises within 13 days, there will be a provision to deduct @ 1.5 times the normal CAMC rate per day on pro rata basis from the bills for the delayed period.

Ramashankar Shah
Advocate/NOTARY
Naidhan, Distt. Singrauli (M.P.)

Envea India Pvt. Ltd.

S. R. 3462/22
Place Wardha
Date 19/04/22

Apart from the above terms & conditions, the CAMC shall be governed by the relevant clauses of supply order No. 63814065 /317A1069/ CAAQMS dated-28/9/2018 and Tender No NCL/SGR/MMD/317A1069/108 dated 23.12.2017.

General terms & conditions of supplies issued along with our "Invitation to tender and instruction to the tenderer".

CAMC shall be operative w.e.f. the date of satisfactory completion of the warranty period of the respective Equipment.

19-4-22 Sig. Of Deponent Executent

(C. JAYDEV)

Genearl Manager (Env)/HOD

Environment Department; NCL H.O

19/04/2022

Envea India Pvt. Ltd. enveo

Sig. Of Deponent Executent

Representative of M/s Envea India Pvt. Ltd.

ARUN KUMAR

Envea India Pvt. Ltd. enveo

WITNESS-1

ANKIT KUMAR VERMA

Envea India Pvt. Ltd. enveo

Sig. Of Deponent Executent

WITNESS-2

PRASENJIT PAL

NOTARY GOVT OF INDIA

19/4/2022

Ramashanker Shah
Advocate/NOTARY
Distt -Singrauli (M.P.)

Identified by
(B.P. Shivhare)
Advocate

(UNDER JURISDICTION OF SINGRAULI COURT ONLY)

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)

एन सी एल
NCL

Northern Coalfields Limited
(A Miniratna Company)
(A subsidiary of Coal India Limited)

Materials Management Department

CIN- U10102MP1985GOI003160
An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company
पोस्ट- सिंगरौली कोलियरी, जिला- सिंगरौली, म.प्र., पिन 486889/ Post- Singrauli Colliery, Distt- Singrauli, M.P. PIN-486889
Phone: 07805- 266388, (FAX) 266640 email: gmmm@ncl.gov.in website : www.nclcil.in

Ref: No. 63814 065 /317A1069/ CAAQMS Dated: 28.09.2018

FORMAL ORDER

Type of Tender	Category of firm	Status of firm	Items Category
Open (Global)	Pvt.	Manufacturer	Other P&M

To,
M/s Environnement S.A. Pvt. Ltd.
D/16, 3 & 4, TTC Industrial Area,
MIDC Turbhe, Navi Mumbai-400 705
M. No.- 9920010519
E-mail: sales.india@environnement-sa.com

Vendor Code-

Sub : Supply , Installation and Commissioning of Continuous Ambient Air Quality Monitoring Station (CAAQMS) with Weather Monitoring Station and Mercury Ambient Air Station with 03 years CAMC after expiry of warrantee period of 01 years at different projects of NCL.

Ref: 1. This office E-Procurement Tender No. NCL/SGR/MMD/317A1069/108 dtd. 23.12.2017 (Tender ID: 2017_NCL_89219_1), opened on 13.02.2018
2. Your offer submitted on e-procurement portal (Bid ID: 273701) and subsequent correspondences last dated 24.09.2018

Dear Sirs,

With reference to the above, we hereby place our Formal Supply Order on you for supply of the following material. The supply shall be governed by the specification, prices, terms & conditions mentioned here under and also unless otherwise specified as per General Terms & Conditions enclosed with the NIT.

SCOPE OF SUPPLY:

M/s Environnement S.A. Pvt. Ltd.

Sl. No.	Item Description	Price Head	Basic Rate (Rs.)	Extended Value (Rs.)
1.	Continuous Ambient Air Quality Monitoring Station (CAAQMS) Qty.- 05 sets	Unit Basic Rate Per Set	2734185.00	13670925.00
		P&F Charges	0.00	0.00
		Freight charges per Unit @0.5%	13670.93	68354.65
		Transit Risk Insurance charges per Unit @0.5%	13670.93	68354.65
		Applicable rate of GST @18%	497074.83	2485374.15
		Installation & Commissioning Charges	0.00	0.00
		Landed Rate inclusive of all Taxes & Duties	3258601.68	16293008.40
	CAMC for 3 years on absolute value after expiry of warrantee period of 01 years		1292923.00	6464615.00
	CAMC for 3 years on absolute value with GST@18% extra		232726.14	1163630.70
	Total Landed price including CAMC charges on absolute value (Rs.) with GST extra		4784250.82	23921254.10

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M/s Environnement S.A. Pvt. Ltd.

Dated: 28.09.2018

2.	Continuous Ambient Air Quality Monitoring Station (CAAQMS) and Portable/Continuous mercury analyzer Qty. -04 Sets	Unit Basic Rate Per Set	3243223.00	12972892.00
		P&F Charges	0.00	0.00
		Freight charges per Unit @0.5%	16216.12	64864.48
		Transit Risk Insurance charges per Unit @0.5%	16216.12	64864.48
		Applicable rate of GST @18%	589617.94	2358471.76
		Installation & Commissioning Charges	0.00	0.00
		Landed Rate inclusive of all Taxes & Duties	3865273.17	15461092.68
	CAMC for 3 years on absolute value after expiry of warrantee period of 01 years		1226891.00	4907564.00
	CAMC for 3 years on absolute value with GST@18% extra		220840.38	883361.52
	Total Landed price including CAMC charges on absolute value (Rs.) with GST extra		5313004.55	21252018.20
Total LandedValue including CAMC charges on absolute value (Rs.) with GST extra				45173272.30

(Detailed Technical Specifications for Equipment & Accessories are as per Enclosed Annexure-I)

Total Purchase (Landed) Value:- Rs. 4,51,73,272.30 (Rupees Four Crore Fifty One Lakhs Seventy Three Thousand Two Seventy Two Paise Thirty Only)

TERMS & CONDITIONS:

1. BASIS OF PRICE : Prices are on FOR destination basis, Basic equipment price inclusive of Packing & Forwarding charges up to destination including Installation & commissioning charges, However Freight & Insurance Charges to be paid extra. The prices shall remain firm till completion of supplies.

2.PACKING & FORWARDING CHARGES: Inclusive.

3. FREIGHT & INSURANCE CHARGES:- Freight charges per Unit @0.5% & Transit Risk Insurance charges per Unit @0.5% extra at actuals against documentary evidence. Safe arrival of materials at destination will be your responsibility.

4. GST : GST shall be payable extra at actuals at legally applicable rate at the time of supply . Presently applicable rate is @ 18% for equipment and CAMC charges each .

If there is any statutory increase in the rates of taxes & Duties during the extended Delivery Period (beyond stipulated delivery period), NCL shall not pay increase in the Taxes and Duties and shall be borne by you and in case there is any decrease, the same shall be passed on to NCL.

Firm shall submit Auditor's Certificate along with the bill confirming that refund/ credit, if any, obtained against GST shall be passed on to Northern Coalfields Ltd.

5. INSTALLATION & COMMISSIONING - Installation and commissioning of the equipment at site will be done by you free of cost. The Installation of Equipment will be done at respective consignee's end. Installation / Inspection Report to this effect would be issued by the consignee or his authorized representative.

6. DELIVERY PERIOD:- The tenderer will be required to supply complete set of equipment along with warranty spares, Tools and Tackles etc within 03 months from the date of order at the regional store of the concerned Project/Area.

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Further the successful bidder will be required to complete installation and commissioning of the complete set of equipment of CAAQMS within 01 month from the date of handover of the room for installation of equipment.

Delivery schedule shall be reckoned from the 10th day from the date of order. The date of receipt of materials at our stores shall be treated as the delivery for FOR destination contract.

7. CONSIGNEE:-

Item 1. Supply , Installation and Commissioning of Continuous Ambient Air Quality Monitoring Station (CAAQMS) with Weather Monitoring Station at different projects of NCL alongwith CAMC for a period of 03 years after warrantee period of 01 year.

Sl. No.	Name of the Project	(Sets)	CONSIGNEE
1	BINA (UP)	01	The Depot Officer, Northern Coalfields Limited, Regional Stores, Bina Project, P.O. Bina Colliery, Distt. Sonebhadra (UP)
2	DUDHICHUA (UP)	01	The Depot Officer, Northern Coalfields Limited, Regional Stores, Dudhichua Project, P.O. Khadia Colliery, Distt. Sonebhadra (UP)
3	KAKRI (UP)	01	The Depot Officer, Northern Coalfields Limited, Regional Stores, Kakri Project, P.O. Kakri Colliery, Distt. Sonebhadra (UP)
4	KHADIA (UP)	01	The Depot Officer, Northern Coalfields Limited, Regional Stores, Khadia Project, P.O. Khadia Colliery, Distt. Sonebhadra (UP)
5	Block-B	01	The Depot Officer, Northern Coalfields Limited., Regional Stores Block B, Jayant P.O. Gorbi Colliery, Dist. Singrauli (M.P) – 486 889

Item 2. Supply , Installation and Commissioning of Continuous Ambient Air Quality Monitoring Station (CAAQMS) with Weather Monitoring Station and Mercury Ambient Air Station at different projects of NCL alongwith CAMC for a period of 03 years after warrantee period of 01 year.

Sl. No.	Name of the Project	(Sets)	CONSIGNEE
1.	AMLOHRI (MP)	01	The Depot Officer, Northern Coalfields Limited, Regional Stores, Amlohri Project, P.O. Amlohri Colliery, Distt. Singrauli (MP)
2	JAYANT (MP)	01	The Depot Officer, Northern Coalfields Limited, Regional Stores, Jayant Project, P.O. Jayant Colliery, Distt. Singrauli (MP)
3	JHINGURDA (MP)	01	The Depot Officer, Northern Coalfields Limited, Regional Stores, Jhingurda Project, P.O. Singrauli Colliery, Distt. Singrauli (MP)
4	NIGAHI (MP)	01	The Depot Officer, Northern Coalfields Limited, Regional Stores, Nigahi Project, P.O. Nigahi Colliery, Distt. Singrauli (MP)

Note: Supplier shall have to raise separate invoices for supply in UP and MP state.

MPGSTIN No. 23AABCN4884H1ZE & UPGSTIN No. 09AABCN4884H1Z4

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Ref: No. 63814 065 /317A1069/ CAAQMS Dated: 28.09.2018
M/s Environnement S.A. Pvt. Ltd.

8. SECURITY DEPOSIT: You will be required to submit Security deposit @ 10% of the total value of the equipment on FOR Destination (Landed Value including CAMC charges) i.e. Rs. 45,17,327.00 in the form of Demand Draft in favour **Northern Coalfields Ltd. payable at SBI, Morwa Branch (Code : 3767)**, Singrauli (MP). The Security Deposit can also be submitted in the form of Bank Guarantee of any schedule Bank as per the format enclosed (Annexure-II) & it shall remain valid for a period of minimum 06 months from the date of its issue.

Two weeks' time (15 days) shall be given from the date of the order to the successful tenderer to furnish the Security Deposit. In case the firm fails to deposit the security money, the order shall be cancelled and the case shall be processed to order elsewhere and the firm's performance is to be kept recorded for future dealings with them.

Note : In case, Security Deposit is submitted in the form of Bank Guarantee, the followings may pl be noted :

i. The Bank Guarantees should be issued through Structured Financial Messaging System.
ii. Beneficiary bank / branch IFSC Code: ICICI0003529 should be mentioned.
iii. Beneficiary Bank / Branch Name & address should be mentioned as ICICI Bank Ltd., Singrauli Branch, Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889
iv. If the Bank Guarantee is issued by ICICI Bank branches, the following may please be incorporated:

"We shall be liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before ..... at ICICI Bank Ltd., Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889."

Security Money shall be refunded within 30 (thirty) days of satisfactory execution of the contract. For unsatisfactory performance and/or contractual failure, the security money shall be forfeited.

9. PAYMENT TERMS:

(i) For Equipments:-

(i) 80% value of the equipment and accessories and 100% taxes and duties excluding installation & commissioning charges shall be made within 21 days from the date of receipt and acceptance of material at Regional Store by the consignee and against acceptance of the performance guarantee.

(ii) Balance 20% payment of equipment (excluding taxes and duties) and 100% installation and commissioning charges shall be made after successful completion of erection, testing, commissioning and final acceptance of the equipment upon presentation of certificates from the GM (Env.), NCL HQ to the effect that the equipment has been erected and commissioned to their entire satisfaction.

(ii) For CAMC Charges : Payment for CAMC charges is to be released on yearly basis within 21 days of submission of bill and on receipt of satisfactory compliance report from user Deptt. The payment shall be made by Electronic Fund Transfer (EFT) or e-payment/ Account Payee Cheque.

10. Bankers Name, Address & Account No.:- Axis Bank Limited,Everest Infotech Park, Ground Floor, Plot No. D-3, Ttc Industrial Area, Midc, Turbhe, Navi Mumbai – 400705, Current Account, Bank Account No. 911020064767010, IFSC Code UTIB0001469.

11. PAYING AUTHORITY: Payment of equipment with installation & commissioning charges shall be made by Area Finance Manager, NCL HQ., Singrauli and payments of CAMC charges (in Indian Rupees) will be made by Concerned Area Finance Manager (AFM), of Consignee.

12. SUBMISSION OF BILLS: Initially bill for 80% amount with taxes & duties ,duly stamped and pre-receipted shall be submitted in triplicate to the Paying Authority with the following documents:

(i) Consignment Note.
(ii) Challan.
(iii) Copy of Bills.
(iv) Guarantee/Warranty Certificate.

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(v) Performance Bank Guarantee @ 10%.
(vi) Bi-partite CAMC Agreement.
(vii) Copy of the Inspection Note.
(viii) Any other document required as per order duly authenticated.
Note:- A set of above documents should be submitted to the consignee.

After installation & commissioning of equipment , bill for balance 20% amount, duly stamped and pre-receipted shall be submitted in triplicate to the Paying Authority alongwith installation certificate.

13. PACKING: Material should be properly packed in cartoon Boxes to avoid damage of the content during transit Packing of all the materials shall conform to the requirements of the carriers.

14.MODE OF DESPATCH : Road transportation on Door Delivery basis at your risk.

15.LOWEST PRICE CERTIFICATE: You shall certify on the body of each bill that the "prices charged are the lowest and is the same as applicable to other Government departments / Public Sector Undertakings, CIL and its subsidiaries & other Organisations".

16. INSPECTION: Final inspection will be carried out by authorized representative of GM, Amlhori/Khadia projects, at the consignee's end.

17.RISK PURCHASE: In the event of failure of supplier to deliver or dispatch the stores within the stipulated date / period of the supply order, or in the event of breach of any of the terms and conditions mentioned in the supply order, Northern Coalfields Limited have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. It is mentioned clearly that in the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any other supplies pending at NCL and also in any other Subsidiary Company/Coal India Ltd.

18. LIQUIDATED DAMAGE CLAUSE: In the event of failure to deliver the stores within the stipulated date/period in accordance with the samples and/or specification mentioned in the supply order and in the event of breach of any of the terms & conditions mentioned in the supply order, NCL shall have the right:

a. To recover from the successful tenderer as agreed liquidated damages, a sum of 0.5% (half percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (ten percent). Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.

b. Or to purchase elsewhere after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of similar description without canceling the supply order in respect of the consignment not yet due for supply or

c. To cancel the supply order or a portion thereof and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also

d. To extend the period of delivery with or without penalty as may be considered fit and proper the penalty, if imposed shall not be more than agreed liquidated damage referred to in clause (a) above,

e. To forfeit the security deposit fully or partly

f. Whenever under this contract, a sum of money is recoverable from and payable to the suppliers, NCL shall be entitled to recover such sum by appropriating in part or in whole for deducting any sum or at any time thereafter may become due to the successful tenderer in this or any contract should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay NCL on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

19. FORCE MAJEURE: If the execution of the contract/supply order is delayed beyond the period stipulated in the contract/supply order as a result of outbreak of hostilities, declaration of

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an embargo or blockage or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then the NCL may allow such additional time by extending the delivery period as he considers to be justified by the circumstances of the case and its decision in this regard shall be final.

If and when additional time is granted by the purchaser, the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Power failure will not be considered as a force majeure conditions.

(a) The successful bidder will advise, in the event of his having to resort to this clause, by a registered letter, duly certified by the local chamber of commerce, or statutory authorities, the beginning and end of the causes of the delay, within15 days of the occurrence and cession of such force majeure conditions. In the event of delay last out of force majeure,

NCL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.

(b) For delay arising out of Force majeure, the bidder will not claim any extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither NCL nor the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.

20.Comprehensive Annual Maintenance Contract(CAMC)

The following will be the charges for CAMC for 08 years will start after successful completion of 01 years warranty period ;

CAMC charges for	1st Year (after warrantee period of 01 year)	2nd Year	3rd Year	Total
1. Continuous Ambient Air Quality Monitoring Station (CAAQMS)	410128.00	430630.00	452165.00	1292923.00
2. Continuous Ambient Air Quality Monitoring Station (CAAQMS) and Portable/Continuous mercury analyzer	389174.00	408643.00	429074.00	1226891.00

GST as applicable during CAMC period shall be paid extra. Present rate is 18.00%.

CAMC contract will be concluded by the user department and payment of CAMC charges shall be made on quarterly basis in Indian rupee after acceptance by Nodal Officer (Env) of concerned project.

The scope of Comprehensive Annual Maintenance Contract (CAMC) and Terms & Conditions of penalty in CAMC will be as per Technical Parameter Sheet.

21. PRICE FALL CLAUSE: You have to undertake that you have not supplied / is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product / Systems or Subsystems was supplied by you to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by you to the us.

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22. WARRANTY/GUARANTEE:

The supply shall be covered by the maker's standard guarantee as follows:
You shall warrant that the items supplied under the contract/ supply order

1. Is new, unused and of current design not likely to be discontinued or become obsolete till the life of the offered equipment.
2. Is in accordance with the contract specifications.
3. Shall have no defects arising out of design, materials or workmanship.

You shall give a warranty of satisfactory performance of the complete equipments for a period of 12 months from the date of fitment or 18 months from the date of dispatch, whichever is earlier.
The supplier shall be responsible for any defects that they develop under the conditions provided for by the contract and under proper use, arising from faulty materials design or workmanship and shall remedy such defects at his own cost when called upon to do so. If it becomes necessary for the supplier to replace or renew any defective portion of the goods, such replacement or renewal should be made by supplier without any extra cost to NCL.
In the event of any defects in materials / design and workmanship during the aforesaid period is found due to fault design or poor workmanship, the defective items will be replaced by the supplier at site free of cost within 30 days of settlement of warranty claims. The bidder will be required to stock items to take care of warranty failures.
The guarantee/composite warranty shall be submitted along with the bill. The warranty shall cover for the total spares so that the necessity of having to approach different manufacturers of various components/assemblies does not arise and all services under warranty clause shall be the responsibility of the ultimate supplier of the composite stores. You will also replace the defective items, if any, during the warranty period free of cost. The responsibility to collect the defective/rejected material will lie with the supplier and the cost for such collection will have to be borne by the supplier.
The bidder will be required to stock items to take care of warranty failures. Items should be available within 13 days of the breakdown being intimated to them. The guarantee/composite warranty shall be submitted along with the bill. Warranty replacement in case of overseas OEMs/OPMs shall be made on FOB Port of shipment basis.

23. PERFORMANCE BANK GUARANTEE (PBG): You are required to submit the Performance Bank Guarantee for 10% of the total value of the equipment on landed basis inclusive of applicable taxes & duties i.e. Rs. 45,17,327.00. The performance guarantee for 10% (ten percent) of order value will be taken in the form of a Bank Guarantee in Prescribed Format (Annexure-III enclosed) valid for 51 Months (12 months warranty period + 36 months CAMC period + 3 months claim period) from the date of Installation/Commissioning of the Equipment at site to cover both satisfactory performance and warranty period.

You shall have the option to get converted the Security Deposit amount into the Performance Bank Guarantee or submit Performance Bank Guarantee separately. In case you get the security deposit converted into Performance Bank Guarantee and security deposit is less than the required Performance Bank Guarantee amount, you shall have to submit the separate Performance Bank Guarantee for the additional required amount. In case Performance Bank Guarantee is submitted separately, security deposit shall be released against submission of Performance Bank Guarantee.

The Performance Bank Guarantee shall be released after fulfillment of all contractual obligation including warranty / guarantee conditions stipulated in the contract. For unsatisfactory performance and/or contractual failure, NCL shall have the full right to invoke/encash the Performance Bank Guarantee.

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M/s Environnement S.A. Pvt. Ltd.

The Performance Bank Guarantee shall be issued by a scheduled Bank in the format attached as Annexure-III and shall be irrevocable and unconditional and NCL shall have the powers to invoke/encash it notwithstanding any dispute or difference between supplier and NCL pending before the court, tribunal, arbitrator or any other authority.

Note : In respect to submission of Performance Bank Guarantee ,following may pl be noted :
i. The Bank Guarantees should be issued through Structured Financial Messaging System.
ii. Beneficiary bank / branch IFSC Code: ICICI0003529 should be mentioned.
iii. Beneficiary Bank / Branch Name & address should be mentioned as ICICI Bank Ltd., Singrauli Branch, Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889
iv. If the Bank Guarantee is issued by ICICI Bank branches, the following may please be incorporated:

"We shall be liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before ..... at ICICI Bank Ltd., Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889."

In case, Security Money has been submitted in the form of Bank Guarantee, the same may be converted in to performance bank guarantee (PBG) for Equipment as well as towards CAMC. PBG should not be less than 10% of landed value of order.

24. IDENTIFICATION MARK:-Manufacturer's distinctive identification mark /symbol must be clearly embossed / punched / engraved on the equipment , as far as practicable, at a visible place, which is not subjected to normal wear and tear, for convenience of identification any time.

25. INTEGRITY PACT:- The Integrity Pact signed & submitted by you along with offer shall remain valid & applicable against this contract (copy enclosed)

26. JURISDICTION OF COURT:- Any dispute arising out of this order will be subject to the jurisdiction of Singrauli Dist. Court (MP) only.

This order is also governed by the General Terms & Conditions of supply of stores enclosed with the NIT and all the terms & conditions thereof will be applicable unless otherwise specified in this order.

You are requested to kindly acknowledge receipt and acceptance of order within 10 (Ten) days of issue of order. In case no reply is received, it will be presumed that the order has been accepted by you.

Yours faithfully,

28/09/18
(B.Maurya)
Asst. Mgr.(MM)

28/09/18
(D. Dhanabalan)
Sr. Manager (MM)

For and on behalf of Northern Coalfields Limited
Singrauli.

Encl:-

1. Technical Specification – Annexure-I.
2. Format for Bank Guarantee for Security – Annexure-II.
3. Bank Guarantee Format for Performance Bank Guarantee – Annexure-III.
4. Integrity Pact

Ref: No. 63814 065 /317A1069/ CAAQMS Dated: 28.09.2018

M/s Environnement S.A. Pvt. Ltd.

Copy forwarded to:-

1. The Chief Vigilance Officer, NCL, Singrauli.
2. The GM(Envt.)
3. Consignee: UP Projects – Bina, Dudhichua, Kakri, Khadia & Block-B
   MP Projects- Amlohri, Jayant, Jhingurda & Nigahi
4. The Area Finance Manager : Bina, Dudhichua, Kakri, Khadia, Block-B, Amlohri, Jayant, Jhingurda & Nigahi
5. The GM (Fin)/GM (MM)/HOD, NCL, Singrauli.
6. Progress Cell, MM Deptt., Singrauli.
7. The GM (MM)/I/c, BCCL/ECL/CCL/MCL/SECL/WCL/CMPDIL/CIL.

IEM

1. Shri Sewa Ram, IAS (RTD), 660, Sector -26, Panchkula-134116 (Haryana).
2. Shri J.K Khanna, IPS (Rtd), A-102, Sector-55, Noida-201307 (UP). Tel. No. 0120-4322330

B.C. No. : Budget certified is as under :

(i) For Equipment : under capital head for Rs. 3,17, 54,101.08, vide ref. no. NCL/HQ/C&B/ Capital/ P&M_Others /2018-19/03 dt. 27.09.2018

(ii) For CAMC charges : Under Revenue head FY 2020-21 for Rs. 42,56,656.50 vide ref. no. NCL/HQ/C&B/2020-21/Notings/Centralised PR/08 dt. 27.09.2018; FY 2021-22 for Rs. 44,69,512.00 vide ref. no. NCL/HQ/C&B/2021-22/Notings/Centralised PR/07 dt. 27.09.2018; FY 2022-23 for Rs. 46,93,002.72 vide ref. no. NCL/HQ/C&B/2022-23/Notings/Centralised PR/04 dt. 27.09.2018

FC No. : NCL/HQ/FC/2018-19/2018-19/Capital/P&M_Others/03 dt. 27.09.2018 for Rs. 4,51,73,272.30

This issues with the approval of competent authority.

28/09/18
Asst. Manager(MM)

28/09/18
Sr. Manager(MM)

Signature Not Verified
Digitally signed by BIPIN MAURYA
Date: 2018.10.01 18:54:08 IST
Location: Coal India Limited

अनुबंध|Contract

अनुबंध क्रमांक|Contract No: GEMC-511687739371125
अनुबंध तिथि|Contract Generated Date : 09-Feb-2024
बोली/आरए/पीबीपी संख्या|Bid/RA/PBP No.: GEM/2023/B/3816435

संगठन विवरण|Organisation Details

प्ररूप|Type :	Central PSU
मंत्रालय|Ministry :	Ministry of Coal
विभाग|Department :	Materials Management
संगठन का नाम|Organisation Name :	Northern Coalfields Limited
कार्यालय क्षेत्र|Office Zone:	Singrauli

खरीदार विवरण|Buyer Details

पद|Designation :	Chief Manager Environment
संपर्क नंबर|Contact No. :	-
ईमेल आईडी|Email ID :	gmenv.ncl@coalindia.in
जीएसटीआईएन|GSTIN :	-
पता|Address :	ENVIRONMENT DEPARTMENT, FIRST FLOOR, PANJREH BHAWAN, PO - SINGRAULI, SIDHI, MADHYA PRADESH-486889, India

वित्तीय स्वीकृति विवरण|Financial Approval Detail

आईएफडी सहमति|IFD Concurrence :	No
प्रशासनिक अनुमोदन का पदनाम| Designation of Administrative Approval:	Director Technical (Project & Planning)
वित्तीय अनुमोदन का पदनाम| Designation of Financial Approval :	GM(Finance)

भुगतान प्राधिकरण विवरण|Paying Authority Details

Role:	PAO
भुगतान का तरीका| Payment Mode:	Offline
पद|Designation :	AFM NCL HQ
ईमेल आईडी|Email ID :	atulk.gangwar@coalindia.in
जीएसटीआईएन|GSTIN :	23AABCN4884H1ZE
पता|Address:	MATERIAL MANAGEMENT DEPARTMENT, FIRST FLOOR, PANJREH BHAWAN, PO - SINGRAULI, SINGRAULI, MADHYA PRADESH-486889, India

परेषिती विवरण|Consignee Details

क्र.सं.|S.No	परेषिती नाम & पता|Consignee Name & Address	सेवा विवरण|Service Description
1	संपर्क|Contact : - ईमेल आईडी|Email ID : rakesh.krdubey@coalindia.in जीएसटीआईएन|GSTIN : - पता|Address : REGIONAL STORES, JAYANT PROJECT, NCL, PO - JAYANT, DISTT - SINGRAULI M.P., SIDHI, MADHYA PRADESH-486890, India	Customized AMC/CMC for Pre-owned Products - Continuous Ambient Air Quality Monitoring Stations CAAQMS; ENVEA India Pvt Ltd; Comprehensive Maintenance Contract (CMC); Not Applicable; Yes
2	संपर्क|Contact : 07805-275144- ईमेल आईडी|Email ID : chaudharypradeep.kr@coalindia.in जीएसटीआईएन|GSTIN : 23AABCN4884H1ZE पता|Address : DEPOT OFFICE, REGIONAL STORES, BLOCK B, NCL, PO - GORBI, SIDHI, MADHYA PRADESH-486892, India	Customized AMC/CMC for Pre-owned Products - Continuous Ambient Air Quality Monitoring Stations CAAQMS; ENVEA India Pvt Ltd; Comprehensive Maintenance Contract (CMC); Not Applicable; Yes
3	संपर्क|Contact : - ईमेल आईडी|Email ID : mukesh.ksharma@coalindia.in जीएसटीआईएन|GSTIN : - पता|Address : DEPOT OFFICE, REGIONAL STORES, NIGAHI PROJECT, NCL, PO - NIGAHI, SIDHI, MADHYA PRADESH-486884, India	Customized AMC/CMC for Pre-owned Products - Continuous Ambient Air Quality Monitoring Stations CAAQMS; ENVEA India Pvt Ltd; Comprehensive Maintenance Contract (CMC); Not Applicable; Yes
4	संपर्क|Contact : 05446-276274-67220 ईमेल आईडी|Email ID : buycon5.ncl.sbdr@nic.in जीएसटीआईएन|GSTIN : 09AABCN4884H1Z4 पता|Address : REGIONAL STORES, BINA PROJECT, NCL, PO - BINA, SONBHADRA, UTTAR PRADESH-231220, India	Customized AMC/CMC for Pre-owned Products - Continuous Ambient Air Quality Monitoring Stations CAAQMS; ENVEA India Pvt Ltd; Comprehensive Maintenance Contract (CMC); Not Applicable; Yes
5	संपर्क|Contact : - ईमेल आईडी|Email ID : mohit.gupta3964@coalindia.in जीएसटीआईएन|GSTIN : - पता|Address : REGIONAL STORES, NCL, JHINGURDA PROJECT, PO - JHINGURDA, SIDHI, MADHYA PRADESH-486889, India	Customized AMC/CMC for Pre-owned Products - Continuous Ambient Air Quality Monitoring Stations CAAQMS; ENVEA India Pvt Ltd; Comprehensive Maintenance Contract (CMC); Not Applicable; Yes
6	संपर्क|Contact : 05446-278094-68211 ईमेल आईडी|Email ID : manish.rahi5696@coalindia.in जीएसटीआईएन|GSTIN : 09AABCN4884H1Z4 पता|Address : REGIONAL STORES, KAKRI PROJECT, NCL, PO - KAKRI, SONBHADRA, UTTAR PRADESH-231224, India	Customized AMC/CMC for Pre-owned Products - Continuous Ambient Air Quality Monitoring Stations CAAQMS; ENVEA India Pvt Ltd; Comprehensive Maintenance Contract (CMC); Not Applicable; Yes
7	संपर्क|Contact : 07805-278636- ईमेल आईडी|Email ID : randheer.s2240@coalindia.in जीएसटीआईएन|GSTIN : 23AABCN4884H1ZE पता|Address : REGIONAL STORES, NCL, AMLOHRI PROJECT, PO - AMLOHRI, SINGRAULI, MADHYA PRADESH-486887, India	Customized AMC/CMC for Pre-owned Products - Continuous Ambient Air Quality Monitoring Stations CAAQMS; ENVEA India Pvt Ltd; Comprehensive Maintenance Contract (CMC); Not Applicable; Yes

8	संपर्क|Contact : - ईमेल आईडी|Email ID : gmenv.ncl@coalindia.in जीएसटीआईएन|GSTIN : - पता|Address : ENVIRONMENT DEPARTMENT, FIRST FLOOR, PANJREH BHAWAN, PO - SINGRAULI, SIDHI, MADHYA PRADESH-486889, India	Customized AMC/CMC for Pre-owned Products - Continuous Ambient Air Quality Monitoring Stations CAAQMS; ENVEA India Pvt Ltd; Comprehensive Maintenance Contract (CMC); Not Applicable; Yes
9	संपर्क|Contact : 94796-24282- ईमेल आईडी|Email ID : praveen.kr0870@coalindia.in जीएसटीआईएन|GSTIN : 09AABCN4884H1Z4 पता|Address : REGIONAL STORES, KHADIA PROJECT NCL PO - KHADIA, SHAKTINAGAR, SONBHADRA, UTTAR PRADESH-231222, India	Customized AMC/CMC for Pre-owned Products - Continuous Ambient Air Quality Monitoring Stations CAAQMS; ENVEA India Pvt Ltd; Comprehensive Maintenance Contract (CMC); Not Applicable; Yes

सेवा प्रदाता विवरण|Service Provider Details

जेम विक्रेता आईडी|GeM Seller ID :	30D4190000863953
कंपनी का नाम|Company Name :	ENVEA INDIA PRIVATE LIMITED
संपर्क नंबर|Contact No. :	02245020000
ईमेल आईडी|Email ID :	sales.in@envea.global
पता| Address :	D16 3 AND 4,TTC INDUSTRIAL AREA MIDC TURBHE,NEAR BALMER LAWRIE,TURBHE, NAVI MUMBAI, THANE, Maharashtra-400705, -
एमएसएमई पंजीकरण संख्या|MSME Registration number :	UDYAM-MH-33-0011047
एमएसई सामाजिक श्रेणी|MSE Social Category :	General
एमएसई लिंग श्रेणी|MSE Gender :	Male
जीएसटीआईएन|GSTIN:	27AACCE0200B1ZO

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा|GST / Tax invoice to be raised in the name of - Consignee

सेवा विवरण|Service Details

सेवा प्रारंभ दिनांक (नवीनतम) |Service Start Date (latest by): 16-Feb-2024 **सेवा समाप्ति तिथि|Service End Date :** 16-Feb-2029

श्रेणी नाम|Category Name : Customized AMC/CMC for Pre-owned Products

बिलिंग चक्र|Billing Cycle: quarterly

विवरण|Description		Quantity of product/ equipment	Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period
Type of service	Comprehensive Maintenance Contract (CMC)	1	3480048.44
Product Brand	ENVEA India Pvt Ltd		
Manpower Required	Yes		
Product category	Continuous Ambient Air Quality Monitoring Stations CAAQMS		
Preventive Maintenance Frequency	Not Applicable		
Number of months within the contract period for which service is required	60		

कुल राशि (सूत्र) |Total Amount (Formula) :
(Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period*Quantity of product/ equipment)

ऐडऑन के बिना कुल मूल्य |Total Value without Addons(INR)	3480048.44
कुल एडऑन मूल्य |Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य |Total Value Including Addons(INR)	3480048.44

कर द्विभाजन|Tax Bifurcation

विशिष्ट|Particular	जीएसटी|GST (18%)	जीएसटी उपकर 1|GST Cess 1 (0%)	जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)|Input Tax Credit (ITC) on GST (100%)	जीएसटी उपकर पर आईटीसी 1 |ITC on GST Cess 1 (0%)
Customized AMC/CMC for Pre-owned Products	530854.85	0	530854.85	0

श्रेणी नाम|Category Name : Customized AMC/CMC for Pre-owned Products

बिलिंग चक्र|Billing Cycle: quarterly

विवरण|Description		Quantity of product/ equipment	Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period
Type of service	Comprehensive Maintenance Contract (CMC)	1	3480048.44
Preventive Maintenance Frequency	Not Applicable		
Manpower Required	Yes		
Product category	Continuous Ambient Air Quality		

	Monitoring Stations CAAQMS
Product Brand	ENVEA India Pvt Ltd
Number of months within the contract period for which service is required	60

कुल राशि (सूत्र) | Total Amount (Formula) :
(Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period*Quantity of product/ equipment)

ऐडऑन के बिना कुल मूल्य | Total Value without Addons(INR)	3480048.44
कुल एडऑन मूल्य | Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य | Total Value Including Addons(INR)	3480048.44

कर द्विभाजन | Tax Bifurcation

विशिष्ट | Particular	जीएसटी | GST (18%)	जीएसटी उपकर 1 | GST Cess 1 (0%)	जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) | Input Tax Credit (ITC) on GST (100%)	जीएसटी उपकर पर आईटीसी 1 | ITC on GST Cess 1 (0%)
Customized AMC/CMC for Pre-owned Products	530854.85	0	530854.85	0

श्रेणी नाम | Category Name : Customized AMC/CMC for Pre-owned Products

बिलिंग चक्र | Billing Cycle: quarterly

विवरण | Description		Quantity of product/ equipment	Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period
Preventive Maintenance Frequency	Not Applicable	1	3480048.44
Product category	Continuous Ambient Air Quality Monitoring Stations CAAQMS		
Type of service	Comprehensive Maintenance Contract (CMC)		
Product Brand	ENVEA India Pvt Ltd		
Manpower Required	Yes		
Number of months within the contract period for which service is required	60		

कुल राशि (सूत्र) | Total Amount (Formula) :
(Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period*Quantity of product/ equipment)

ऐडऑन के बिना कुल मूल्य | Total Value without Addons(INR)	3480048.44
कुल एडऑन मूल्य | Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य | Total Value Including Addons(INR)	3480048.44

कर द्विभाजन | Tax Bifurcation

विशिष्ट | Particular	जीएसटी | GST (18%)	जीएसटी उपकर 1 | GST Cess 1 (0%)	जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) | Input Tax Credit (ITC) on GST (100%)	जीएसटी उपकर पर आईटीसी 1 | ITC on GST Cess 1 (0%)
Customized AMC/CMC for Pre-owned Products	530854.85	0	530854.85	0

श्रेणी नाम | Category Name : Customized AMC/CMC for Pre-owned Products

बिलिंग चक्र | Billing Cycle: quarterly

विवरण | Description		Quantity of product/ equipment	Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period
Preventive Maintenance Frequency	Not Applicable	1	3480048.44
Product category	Continuous Ambient Air Quality Monitoring Stations CAAQMS		
Type of service	Comprehensive Maintenance Contract (CMC)		
Product Brand	ENVEA India Pvt Ltd		
Manpower Required	Yes		
Number of months within the contract period for which service is required	60		

कुल राशि (सूत्र) | Total Amount (Formula) :
(Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period*Quantity of product/ equipment)

ऐडऑन के बिना कुल मूल्य | Total Value without Addons(INR)	3480048.44
कुल एडऑन मूल्य | Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य | Total Value Including Addons(INR)	3480048.44

कर द्विभाजन | Tax Bifurcation

विशिष्ट|Particular	जीएसटी|GST (18%)	जीएसटी उपकर 1|GST Cess 1 (0%)	जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)|Input Tax Credit (ITC) on GST (100%)	जीएसटी उपकर पर आईटीसी 1 |ITC on GST Cess 1 (0%)
Customized AMC/CMC for Pre-owned Products	530854.85	0	530854.85	0

श्रेणी नाम\|Category Name : Customized AMC/CMC for Pre-owned Products

बिलिंग चक्र\|Billing Cycle: quarterly

विवरण|Description		Quantity of product/ equipment	Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period
Manpower Required	Yes	1	3480048.44
Product category	Continuous Ambient Air Quality Monitoring Stations CAAQMS		
Product Brand	ENVEA India Pvt Ltd		
Type of service	Comprehensive Maintenance Contract (CMC)		
Preventive Maintenance Frequency	Not Applicable		
Number of months within the contract period for which service is required	60		

कुल राशि (सूत्र) \|Total Amount (Formula) :
(Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period*Quantity of product/ equipment)

ऐडऑन के बिना कुल मूल्य |Total Value without Addons(INR)	3480048.44
कुल एडऑन मूल्य |Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य |Total Value Including Addons(INR)	3480048.44

कर द्विभाजन\|Tax Bifurcation

विशिष्ट|Particular	जीएसटी|GST (18%)	जीएसटी उपकर 1|GST Cess 1 (0%)	जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)|Input Tax Credit (ITC) on GST (100%)	जीएसटी उपकर पर आईटीसी 1 |ITC on GST Cess 1 (0%)
Customized AMC/CMC for Pre-owned Products	530854.85	0	530854.85	0

श्रेणी नाम\|Category Name : Customized AMC/CMC for Pre-owned Products

बिलिंग चक्र\|Billing Cycle: quarterly

विवरण|Description		Quantity of product/ equipment	Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period
Manpower Required	Yes	1	3302330.55
Product category	Continuous Ambient Air Quality Monitoring Stations CAAQMS		
Product Brand	ENVEA India Pvt Ltd		
Type of service	Comprehensive Maintenance Contract (CMC)		
Preventive Maintenance Frequency	Not Applicable		
Number of months within the contract period for which service is required	60		

कुल राशि (सूत्र) \|Total Amount (Formula) :
(Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period*Quantity of product/ equipment)

ऐडऑन के बिना कुल मूल्य |Total Value without Addons(INR)	3302330.55
कुल एडऑन मूल्य |Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य |Total Value Including Addons(INR)	3302330.55

कर द्विभाजन\|Tax Bifurcation

विशिष्ट|Particular	जीएसटी|GST (18%)	जीएसटी उपकर 1|GST Cess 1 (0%)	जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)|Input Tax Credit (ITC) on GST (100%)	जीएसटी उपकर पर आईटीसी 1 |ITC on GST Cess 1 (0%)
Customized AMC/CMC for Pre-owned Products	503745.34	0	503745.34	0

श्रेणी नाम\|Category Name : Customized AMC/CMC for Pre-owned Products

बिलिंग चक्र\|Billing Cycle: quarterly

विवरण|Description		Quantity of product/ equipment	Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period
Product category	Continuous Ambient Air Quality Monitoring Stations CAAQMS		

Manpower Required	Yes	1	3302330.55
Preventive Maintenance Frequency	Not Applicable		
Type of service	Comprehensive Maintenance Contract (CMC)		
Product Brand	ENVEA India Pvt Ltd		
Number of months within the contract period for which service is required	60		

कुल राशि (सूत्र) | Total Amount (Formula) :
(Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period*Quantity of product/ equipment)

ऐडऑन के बिना कुल मूल्य | Total Value without Addons(INR)	3302330.55
कुल एडऑन मूल्य | Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य | Total Value Including Addons(INR)	3302330.55

कर द्विभाजन | Tax Bifurcation

विशिष्ट | Particular	जीएसटी | GST (18%)	जीएसटी उपकर 1 | GST Cess 1 (0%)	जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) | Input Tax Credit (ITC) on GST (100%)	जीएसटी उपकर पर आईटीसी 1 | ITC on GST Cess 1 (0%)
Customized AMC/CMC for Pre-owned Products	503745.34	0	503745.34	0

श्रेणी नाम | Category Name : Customized AMC/CMC for Pre-owned Products

बिलिंग चक्र | Billing Cycle: quarterly

विवरण | Description		Quantity of product/ equipment	Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period
Manpower Required	Yes	1	3302330.55
Product category	Continuous Ambient Air Quality Monitoring Stations CAAQMS		
Product Brand	ENVEA India Pvt Ltd		
Type of service	Comprehensive Maintenance Contract (CMC)		
Preventive Maintenance Frequency	Not Applicable		
Number of months within the contract period for which service is required	60		

कुल राशि (सूत्र) | Total Amount (Formula) :
(Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period*Quantity of product/ equipment)

ऐडऑन के बिना कुल मूल्य | Total Value without Addons(INR)	3302330.55
कुल एडऑन मूल्य | Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य | Total Value Including Addons(INR)	3302330.55

कर द्विभाजन | Tax Bifurcation

विशिष्ट | Particular	जीएसटी | GST (18%)	जीएसटी उपकर 1 | GST Cess 1 (0%)	जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) | Input Tax Credit (ITC) on GST (100%)	जीएसटी उपकर पर आईटीसी 1 | ITC on GST Cess 1 (0%)
Customized AMC/CMC for Pre-owned Products	503745.34	0	503745.34	0

श्रेणी नाम | Category Name : Customized AMC/CMC for Pre-owned Products

बिलिंग चक्र | Billing Cycle: quarterly

विवरण | Description		Quantity of product/ equipment	Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period
Manpower Required	Yes	1	3302330.22
Product category	Continuous Ambient Air Quality Monitoring Stations CAAQMS		
Product Brand	ENVEA India Pvt Ltd		
Type of service	Comprehensive Maintenance Contract (CMC)		
Preventive Maintenance Frequency	Not Applicable		
Number of months within the contract period for which service is required	60		

कुल राशि (सूत्र) | Total Amount (Formula) :
(Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period*Quantity of product/ equipment)

ऐडऑन के बिना कुल मूल्य | Total Value without Addons(INR)	3302330.22
कुल एडऑन मूल्य | Total Addon Value(INR)	0

ऐडऑन सहित कुल मूल्य |Total Value Including Addons(INR)	3302330.22

कर द्विभाजन|Tax Bifurcation

विशिष्ट|Particular	जीएसटी|GST (18%)	जीएसटी उपकर 1|GST Cess 1 (0%)	जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)|Input Tax Credit (ITC) on GST (100%)	जीएसटी उपकर पर आईटीसी 1 |ITC on GST Cess 1 (0%)
Customized AMC/CMC for Pre-owned Products	503745.29	0	503745.29	0

अनुबंध की राशि|Amount of Contract

सभी शुल्क और करों सहित कुल अनुबंध मूल्य|Total Contract Value Including All Duties and Taxes(INR)	30609564.07

मूल्य विभाजन की पेशकश की|Price Break up offered : प्राइज़ ब्रेक अप ऑफ़र किए गए दस्तावेज़ लिंक|Price Break up offered Document link

एसएलए विवरण|SLA Details

PREAMBLE:

1. Hiring of Customized AMC/CMC for Pre-owned Products contracts placed through GeM shall be governed by following set of Terms and Conditions:
    i. General terms and conditions for Goods and Services;
    ii. Service Specific STC of Hiring of AMC/CMC service for Other Products – as defined in Service Catalogue which includes SLA for the Service or Service for a particular product;
    iii. BID/Reverse Auction specific ATC
2. Operation of the above terms and conditions are in reverse order of precedence i.e. ATC supplement Service Specific STC and GTC, however Service Specific STC will prevails or supersede the GTC wherever there are any conflicting provisions.
3. The above set of conditions along with scope of supply including price as enumerated in the contract document shall be construed to be part of the contract.
4. This document represents a comprehensive Terms and Conditions governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the stakeholder

Agreement Overview: This Agreement represents the Special Terms and Conditions (STC) and the Service Level Agreement (SLA) between the Buyer and SPA providing the AMC/CMC services . The Service Provider would provide the required equipment (if any) and personnel (onsite or otherwise) as per the requirements of the buyer. This Agreement outlines the scope of work, Stakeholder's obligation and Terms and Conditions of all services covered as they are mutually understood by the stakeholders.

STC of this Service will be attached by the Buyer during Bid creation and that will become the part of the Contracts.

शुद्धिपत्र|Corrigendum

1. **तक बढ़ाया गया|Extended Upto :** 2023-08-30 14:00:00
2. **तक बढ़ाया गया|Extended Upto :** 2023-09-06 10:00:00

अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार|Additional Required Data/Document(s) : Buyer

1. **Scope of Work :** click here
2. **Special Terms and Conditions/Penalty/Payment Terms pertaining to the Bid/Contract :** click here
3. **Product/Equipment Details :** click here

अतिरिक्त डेटा/दस्तावेज़ : विक्रेता|Additional Data/Document(s) : Seller

1. **Registration Certificate :** click here
2. **Certificate (Requested in ATC) :** click here
3. **Audited Financial Statements/ Statutory Auditor's Certificate As Proof For Turnover/ Profit Requirements :** click here
4. **Work Orders For Similar Experience In The Past Years :** click here

मूल्य द्विभाजन एक्सेल फ़ाइल विवरण|Price Bifurcation Excel File details: BOQ & GTE

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक | Advisory Bank :	ICICI
ईपीबीजी प्रतिशत (%) | ePBG Percentage(%):	5.00

बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा |The bidder shall furnish ePBG as applicable as per bid's terms and conditions

आरसीएम/एफसीएम के संबंध में सामान्य खंड |General Clauses w.r.t RCM/FCM

1. Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.
2. For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
3. For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.
4. For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.
5. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

5500 500

नियम और शर्तें|Terms and Conditions

1. General Terms and Conditions-

1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.

1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 *Generic*

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Note: This is system generated file. No signature is required.

ANNEXURE-4

STATION PROTOCOL

FOR

CAAQM STATION UNDER Warranty /AMC/CMC/O&M CONTRACT

CALIBRATION REPORT

Location of CAAQMS : NCL JHHINGURDA **Date:12.04.2024**

S.No.	Parameter	Status	Zero Value		Zero Offset		Span Calibration			K Factor (Span)		Rem.
			Pre	*Post*	Per	*Post*	Span Source	*Pre*	*Post*	*Pre*	*Post*	
1	**CO Analyzer**	OK	0.00	0.00	0.00	0.00	10.00 PPM	9.65	9.01	0.94	0.95	OK
2	**SO_2 Analyzer**	OK	0.00	0.00	0.00	0.00	200 PPB	201.53	198.34	1.71	1.172	OK
3	**NO_x Analyzer**											
	NO	OK	0.00	0.00	0.00	0.00	200 PPB	202.00	201.01	1.19	1.2	OK
	NO_2	OK	0.00	0.00	0.00	0.00	0.0	1.24	2.06			OK
	NOx	OK	0.00	0.00	0.00	0.00	200 PPB	201.96	200.61	1.18	1.19	OK
6	**PM10 Analyzer**	OK					847 ug/cm2	859.04 ug/cm2		0.97	0.93	OK
7	**PM 2.5 Analyzer**	OK					825 ug/cm2	809.07 ug/cm2		0.93	0.97	OK
8	**Meteorological Parameter**											OK
	Temperature											OK
	Humidity											OK
	Wind Speed											OK
	Wind Direction											OK
	Solar Radiation											OK
	Barometric Pressure											OK
	Rain Fall											OK
9	**Computers**											OK
10	**UPS/ AC / Others**											OK
11	**Data Display Board**											OK

Maintenance Details /

Specific Observation(s): All analyzer calibrated satisfactory, NO2 has no factor, it has defined by NO & NOx. PM10 & PM2.5 Analyzer has calibrated & set factor automatically.

Signature of Engineer:

Engineer CSD

STATION PROTOCOL

FOR

CAAQM STATION UNDER Warranty /AMC/CMC/O&M CONTRACT

CALIBRATION REPORT

Location of CAAQMS : NCL JHHINGURDA **Date:19.05.2024**

S.No.	Parameter	Status	Zero Value		Zero Offset		Span Calibration			K Factor (Span)		Rem.
			Pre	*Post*	Per	*Post*	Span Source	*Pre*	*Post*	*Pre*	*Post*	
1	**CO Analyzer**	OK	0.00	0.00	0.00	0.00	10.00 PPM	10.09	10.59	0.95	0.96	OK
2	**SO_2 Analyzer**	OK	0.00	0.00	0.00	0.00	200 PPB	198.30	201.00	1.172	1.73	OK
3	**NO_x Analyzer**											
	NO	OK	0.00	0.00	0.00	0.00	200 PPB	200.89	200.90	1.20	1.21	OK
	NO_2	OK	0.00	0.00	0.00	0.00	0.0	0.23	0.20			OK
	NOx	OK	0.00	0.00	0.00	0.00	200 PPB	199.38	199.35	1.19	1.20	OK
6	**PM10 Analyzer**	OK					847 ug/cm2	841.91 ug/cm2		0.93	0.92	OK
7	**PM 2.5 Analyzer**	OK					825 ug/cm2	817.43 ug/cm2		0.97	0.91	OK
8	**Meteorological Parameter**											OK
	Temperature											OK
	Humidity											OK
	Wind Speed											OK
	Wind Direction											OK
	Solar Radiation											OK
	Barometric Pressure											OK
	Rain Fall											OK
9	**Computers**											OK
10	**UPS/ AC / Others**											OK
11	**Data Display Board**											OK

Maintenance Details /

Specific Observation(s): All analyzer calibrated satisfactory, NO2 has no factor, it has defined by NO & NOx. PM10 & PM2.5 Analyzer has calibrated & set factor automatically.

Signature of Engineer:

Engineer CSD

STATION PROTOCOL

FOR

CAAQM STATION UNDER Warranty /AMC/CMC/O&M CONTRACT

CALIBRATION REPORT

Location of CAAQMS : NCL JHHINGURDA **Date: 05.06.2024**

S.No.	Parameter	Status	Zero Value		Zero Offset		Span Calibration			K Factor (Span)		Rem.
			Pre	*Post*	Per	*Post*	Span Source	*Pre*	*Post*	*Pre*	*Post*	
1	**CO Analyzer**	OK	0.00	0.00	0.00	0.00	10.00 PPM	11.08	9.50	0.96	0.97	OK
2	**SO_2 Analyzer**	OK	0.00	0.00	0.00	0.00	200 PPB	201.39	200.48	1.73	1.74	OK
3	**NO_x Analyzer**											
	NO	OK	0.00	0.00	0.00	0.00	200 PPB	199.20	201.00	1.21	1.22	OK
	NO_2	OK	0.00	0.00	0.00	0.00	0.0	0.19	0.06			OK
	NOx	OK	0.00	0.00	0.00	0.00	200 PPB	202.00	199.20	1.20	1.21	OK
6	**PM10 Analyzer**	OK					847 ug/cm2	846.03 ug/cm2		0.92	0.94	OK
7	**PM 2.5 Analyzer**	OK					825 ug/cm2	819.20 ug/cm2		0.91	0.95	OK
8	**Meteorological Parameter**											OK
	Temperature											OK
	Humidity											OK
	Wind Speed											OK
	Wind Direction											OK
	Solar Radiation											OK
	Barometric Pressure											OK
	Rain Fall											OK
9	**Computers**											OK
10	**UPS/ AC / Others**											OK
11	**Data Display Board**											OK

Maintenance Details /

Specific Observation(s): All analyzer calibrated satisfactory, NO2 has no factor, it has defined by NO & NOx. PM10 & PM2.5 Analyzer has calibrated & set factor automatically.

Signature of Engineer:

Engineer CSD

(TRUE COPY)

नार्दर्न कोलफील्ड्स लिमिटेड
(एक मिनी-रत्न कम्पनी)
(कोल इंडिया लिमिटेड की अनुषंगी कंपनी)

Northern Coalfields limited
(A Mini ratna Company)
(A Subsidiary of Coal India Limited)

कार्यालय महाप्रबंधक, ब्लॉक-बी परियोजना/Office of General Manager, Block-B Project

CIN-U10102MP1985GOI003160
An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company
ब्लॉक-वी परियोजना, पो:गोरबी जिला:-सिंगरौली (मप्र)-486892/Block-B Project, Post-Gorbi, Distt-Singrauli (M.P.) PIN 486892
Phone: 07805-256092, (FAX) 256092 email: gmnclbb@gmail.com website: www.nclcil.in

Ref. No.NCL/Block-B/GM//Env./24/ 199 Date:-.01./07/2024

To,
GM (Environment & Forest)
H.Q., NCL, Singrauli (M.P.)

Sub: **Objection to be filed before Hon'ble NGT, New Delhi in the matter of OA No. 164/2018 (Ashwani Dubey vs Union of India & others) Ref:- 1. Your office's letter 464 dated 06.06.2024**

Dear Sir,

Ref: Your letter no. 863 dtd 26.06.2024

As discussed during the VC on 25.06.2024 with advocate related to the aforementioned matter & reffeance to your letter, updated response pertaining to Block-B projects is attached herewith.

Encl: As above.

Yours sincerely.

General Manager
Block-B Area.

Copy to:-

1. The P.O. Block-B Project.
2. The SO (Mining) Block-B Project.

NORTHERN COALFIELDS LIMITED
BLOCK-B AREA

Objections and Present Status w.r.t. recommendations made by Oversight Committee (MP) in its Vth quarterly report dated 11.01.2022 submitted to Hon'ble NGT in Compliance with order dated 14-07-2020 in O.A. 164 / 2018 (Ashwani Kumar Dubey Vs. Union Of India & Ors.)

Sl. No.	Recommendation	Objections	Present Status
E	The study report undertaken by the IIT BHU regarding utilization of fly ash in external OB of the mines shall be submitted as soon as it is received.	Final report of the scientific study of fly ash utilization/dumping/Mixing in the OB of Block-B OCP along with its viability and safety aspect of man and machinery was received from IIT (BHU), Varanasi on 15.02.2022 Which was submitted to MPPCB vide email dated 18.02.2022	1. As per report submitted by IIT (BHU), Varanasi, disposal of fly ash with overburden in running mine is not possible due to geo mining conditions, high stripping ratio, and huge rate of OB removal and instability of dump due to lowering of factor of safety (less than 1) in present conditions. 2. Further, Work Order vide dated 10.01.2023 for carrying out the study titled "Feasibility study in utilizing fly ash in the running Nigahi mine of NCL was issued to CSIR-CIMFR, Dhanbad. At present study is ongoing. Final report will be submitted by CSIR-CIMFR, Dhanbad after monsoon period considering the effects of monsoon on fly ash mixed created overburden dump. Recommendations based on the outcome of the ongoing study by CSIR-CIMFR, Dhanbad will be implemented at Block-B OCP.

			3. Further, 3 voids (Pit 1, Pit 2 and Pit 3) of abandoned Gorbi mine (located within 1 km aerial distance) under control of Block-B Area have been allocated to nearby Thermal Power Plants for fly ash filling viz. Pit 1 (Vol. - 20 MM3): NTPC Vindhyachal STPS & NTPC Singrauli STPS, Pit 2 (Vol. - 4 MM3): NTPC Vindhyachal STPS & NTPC Singrauli STPS, Pit 3 (Vol. - 13 MM3): UPRVUNL Anapara TPS. Till 31.05.2024, 2.11 Million Tonne fly has been filled by NTPC Vindhyachal STPS in Pit 1. Filling of fly ash in the voids of abandoned Gorbi mine by other thermal power plants is yet to commence.
G	The regular calibration of the CAAQMS installed by the mines shall be ensured as per the prescribed frequency of calibration and reported from time to time.	Calibration of the CAAQMS installed at Blok-B OCP was being done on regular basis and reported time to time. Copy of reports in 2022-23 is attached herewith as **Annexure A**.	Calibration of the CAAQMS installed at Block-B OCP is being done on regular basis. Copy of reports of calibration of CAAQMS done from Apr'24 to June'24 is enclosed as **Annexure B.**

1	Health checkup of villagers through mobile medical van should be continued for the detection of the occupational diseases like silicosis, fluorosis etc. and treatment be provided under CSR activities and reported from time to time.	Regular camps for health checkup of nearby villagers were being organized as part of activities carried out under Corporate Social Responsibility. In year 2022-23, 02 Nos. health camps were organized with district administration in Chitrangi and Deosar Tehsils (appx 1750 beneficiaries in each). No case of occupational disease like silicosis, fluorosis were detected. Photographs of health camps organized are being enclosed as **Annexure C**.	At present, supply order through GEM portal has been placed on 15.02.2024 for engagement of 05 No. Mobile Medical Unit/Van in NCL under CSR (**Annexure D**). 01 No. Mobile Medical Unit/Van is dedicated for villages nearby Block-B Project. Additionally, 01 No. health camp was organized in 2023-24 for contractual employees containing local population (51 Nos. beneficiaries). No case of occupational disease like silicosis, fluorosis has been detected.

Note: - Other points mentioned in recommendations are not related with Block-B Project.

01/07/24

1.7.24

1/7/24

Nodal Officer (CSR)
Block-B Project

Staff Officer (M)
Block-B Project

General Manager
Block-B Project

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ANNEXURE- A

STATION PROTOCOL
FOR
CAAQM STATION UNDER Warranty /AMC/CMC/O&M CONTRACT
CALIBRATION REPORT

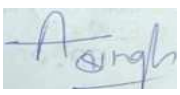
Location of CAAQMS : NCL BLOCK B **Date: 12.09.2022**

S.No.	Parameter	Status	Zero Value		Zero Offset		Span Calibration			K Factor (Span)		Rem.
			Pre	*Post*	Per	*Post*	Span Source	*Pre*	*Post*	*Pre*	*Post*	
1	**CO Analyzer**	OK	0.00	0.00	0.00	0.00	10.00 PPM	9.85	10.01	0.38	0.39	OK
2	**SO_2 Analyzer**	OK	0.00	0.00	0.00	0.00	200 PPB	202.00	200.03	1.94	1.95	OK
3	**NO_x Analyzer**											
	NO	OK	0.00	0.00	0.00	0.00	200 PPB	199.20	201.43	1.35	1.36	OK
	NO_2	OK	0.00	0.00	0.00	0.00	0.0	0.12	0.13			OK
	NOx	OK	0.00	0.00	0.00	0.00	200 PPB	199.52	201.51	1.32	1.31	OK
6	**PM10 Analyzer**	OK					817 ug/cm2	814.23 ug/cm2		0.93	0.95	OK
7	**PM 2.5 Analyzer**						839 ug/cm2	819.29 ug/cm2		0.97	0.98	OK
8	**Meteorological Parameter**											OK
	Temperature											OK
	Humidity											OK
	Wind Speed											OK
	Wind Direction											OK
	Solar Radiation											OK
	Barometric Pressure											OK
	Rain Fall											OK
9	**Computers**											OK
10	**UPS/ AC / Others**											OK
11	**Data Display Board**											OK

Maintenance Details / Requirement:

Specific Observation(s): All analyzer calibrated satisfactory, NO2 has no factor, it has defined by NO & NOx. PM10 & PM2.5 Analyzer has calibrated & set factor automatically.

Signature of Engineer:



STATION PROTOCOL
FOR
CAAQM STATION UNDER Warranty /AMC/CMC/O&M CONTRACT
CALIBRATION REPORT

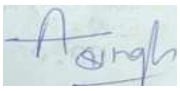
Location of CAAQMS : NCL BLOCK B **Date: 07.10.2022**

S.No.	Parameter	Status	Zero Value		Zero Offset		Span Calibration			K Factor (Span)		Rem.
			Pre	*Post*	Per	*Post*	Span Source	*Pre*	*Post*	*Pre*	*Post*	
1	**CO Analyzer**	OK	0.00	0.00	0.00	0.00	10.00 PPM	8.92	11.07	0.39	0.38	OK
2	**SO_2 Analyzer**	OK	0.00	0.00	0.00	0.00	200 PPB	201.10	198.29	1.95	1.96	OK
3	**NO_x Analyzer**											
	NO	OK	0.00	0.00	0.00	0.00	200 PPB	199.20	201.43	1.36	1.35	OK
	NO_2	OK	0.00	0.00	0.00	0.00	0.0	1.18	0.16			OK
	NOx	OK	0.00	0.00	0.00	0.00	200 PPB	199.52	201.51	1.31	1.32	OK
6	**PM10 Analyzer**	OK					817 ug/cm2	817.23 ug/cm2		0.95	0.97	OK
7	**PM 2.5 Analyzer**						839 ug/cm2	823.29 ug/cm2		0.98	0.99	OK
8	**Meteorological Parameter**											OK
	Temperature											OK
	Humidity											OK
	Wind Speed											OK
	Wind Direction											OK
	Solar Radiation											OK
	Barometric Pressure											OK
	Rain Fall											OK
9	**Computers**											OK
10	**UPS/ AC / Others**											OK
11	**Data Display Board**											OK

Maintenance Details / Requirement:

Specific Observation(s): All analyzer calibrated satisfactory, NO2 has no factor, it has defined by NO & NOx. PM10 & PM2.5 Analyzer has calibrated & set factor automatically.

Signature of Engineer:



STATION PROTOCOL
FOR
CAAQM STATION UNDER Warranty /AMC/CMC/O&M CONTRACT
CALIBRATION REPORT

Location of CAAQMS : NCL BLOCK B **Date: 21.11.2022**

S.No.	Parameter	Status	Zero Value		Zero Offset		Span Calibration			K Factor (Span)		Rem.
			Pre	*Post*	Per	*Post*	Span Source	*Pre*	*Post*	*Pre*	*Post*	
1	**CO Analyzer**	OK	0.00	0.00	0.00	0.00	10.00 PPM	10.07	9.92	0.38	0.39	OK
2	**SO_2 Analyzer**	OK	0.00	0.00	0.00	0.00	200 PPB	198.29	201.10	1.96	1.97	OK
3	**NO_x Analyzer**											
	NO	OK	0.00	0.00	0.00	0.00	200 PPB	201.43	199.20	1.35	1.36	OK
	NO_2	OK	0.00	0.00	0.00	0.00	0.0	1.16	1.18			OK
	NOx	OK	0.00	0.00	0.00	0.00	200 PPB	201.51	199.52	1.32	1.33	OK
6	**PM10 Analyzer**	OK					817 ug/cm2	829.23 ug/cm2		0.97	0.98	OK
7	**PM 2.5 Analyzer**						839 ug/cm2	831.29 ug/cm2		0.99	0.98	OK
8	**Meteorological Parameter**											OK
	Temperature											OK
	Humidity											OK
	Wind Speed											OK
	Wind Direction											OK
	Solar Radiation											OK
	Barometric Pressure											OK
	Rain Fall											OK
9	**Computers**											OK
10	**UPS/ AC / Others**											OK
11	**Data Display Board**											OK

Maintenance Details / Requirement:

Specific Observation(s): All analyzer calibrated satisfactory, NO2 has no factor, it has defined by NO & NOx. PM10 & PM2.5 Analyzer has calibrated & set factor automatically.

Signature of Engineer:

(TRUE COPY)

ANNEXURE- B

STATION PROTOCOL

FOR

CAAQM STATION UNDER Warranty /AMC/CMC/O&M CONTRACT

CALIBRATION REPORT

Location of CAAQMS : NCL BLOCK B **Date:10.04.2024**

S.No.	Parameter	Status	Zero Value		Zero Offset		Span Calibration			K Factor (Span)		Rem.
			Pre	*Post*	Per	*Post*	Span Source	*Pre*	*Post*	*Pre*	*Post*	
1	**CO Analyzer**	OK	0.00	0.00	0.00	0.00	10.00 PPM	9.65	9.01	0.48	0.49	OK
2	**SO_2 Analyzer**	OK	0.00	0.00	0.00	0.00	200 PPB	201.53	198.34	1.98	1.97	OK
3	**NO_x Analyzer**											
	NO	OK	0.00	0.00	0.00	0.00	200 PPB	200.89	200.90	1.45	1.46	OK
	NO_2	OK	0.00	0.00	0.00	0.00	0.0	0.23	0.20			OK
	NOx	OK	0.00	0.00	0.00	0.00	200 PPB	199.38	199.35	1.42	1.43	OK
6	**PM10 Analyzer**	OK					817 ug/cm2	839.27 ug/cm2		0.97	0.98	OK
7	**PM 2.5 Analyzer**						839 ug/cm2	838.04 ug/cm2		0.91	0.96	OK
8	**Meteorological Parameter**											OK
	Temperature											OK
	Humidity											OK
	Wind Speed											OK
	Wind Direction											OK
	Solar Radiation											OK
	Barometric Pressure											OK
	Rain Fall											OK
9	**Computers**											OK
10	**UPS/ AC / Others**											OK
11	**Data Display Board**											OK

Maintenance Details / Requirement:

Specific Observation(s): All analyzer calibrated satisfactory, NO2 has no factor, it has defined by NO & NOx. PM10 & PM2.5 Analyzer has calibrated & set factor automatically.

Signature of Engineer:

Engineer CSD

STATION PROTOCOL

FOR

CAAQM STATION UNDER Warranty /AMC/CMC/O&M CONTRACT

CALIBRATION REPORT

Location of CAAQMS : NCL BLOCK B **Date:08.05.2024**

S.No.	Parameter	Status	Zero Value		Zero Offset		Span Calibration			K Factor (Span)		Rem.
			Pre	*Post*	Per	*Post*	Span Source	*Pre*	*Post*	*Pre*	*Post*	
1	**CO Analyzer**	OK	0.00	0.00	0.00	0.00	10.00 PPM	10.09	10.59	0.49	0.50	OK
2	**SO_2 Analyzer**	OK	0.00	0.00	0.00	0.00	200 PPB	198.30	201.00	1.97	1.98	OK
3	**NO_x Analyzer**											
	NO	OK	0.00	0.00	0.00	0.00	200 PPB	200.89	200.90	1.46	1.47	OK
	NO_2	OK	0.00	0.00	0.00	0.00	0.00	0.23	0.20			OK
	NOx	OK	0.00	0.00	0.00	0.00	200 PPB	199.38	199.35	1.43	1.44	OK
6	**PM10 Analyzer**	OK					817 ug/cm2	827.38 ug/cm2		0.98	0.92	OK
7	**PM 2.5 Analyzer**						839 ug/cm2	829.16 ug/cm2		0.96	0.93	OK
8	**Meteorological Parameter**											OK
	Temperature											OK
	Humidity											OK
	Wind Speed											OK
	Wind Direction											OK
	Solar Radiation											OK
	Barometric Pressure											OK
	Rain Fall											OK
9	**Computers**											OK
10	**UPS/ AC / Others**											OK
11	**Data Display Board**											OK

Maintenance Details / Requirement:

Specific Observation(s): All analyzer calibrated satisfactory, NO2 has no factor, it has defined by NO & NOx. PM10 & PM2.5 Analyzer has calibrated & set factor automatically.

Signature of Engineer:

Engineer CSD

STATION PROTOCOL

FOR

CAAQM STATION UNDER Warranty /AMC/CMC/O&M CONTRACT

CALIBRATION REPORT

Location of CAAQMS : NCL BLOCK B **Date:10.06.2024**

S.No.	Parameter	Status	Zero Value		Zero Offset		Span Calibration			K Factor (Span)		Rem.
			Pre	*Post*	Per	*Post*	Span Source	*Pre*	*Post*	*Pre*	*Post*	
1	**CO Analyzer**	OK	0.00	0.00	0.00	0.00	10.00 PPM	10.29	11.05	0.50	0.51	OK
2	**SO_2 Analyzer**	OK	0.00	0.00	0.00	0.00	200 PPB	198.09	201.29	1.98	1.99	OK
3	**NO_x Analyzer**											
	NO	OK	0.00	0.00	0.00	0.00	200 PPB	198.20	199.20	1.47	1.48	OK
	NO_2	OK	0.00	0.00	0.00	0.00	0.00	0.91	0.76			OK
	NOx	OK	0.00	0.00	0.00	0.00	200 PPB	199.20	198.35	1.44	1.45	OK
6	**PM10 Analyzer**	OK					817 ug/cm2	816.06 ug/cm2		0.92	0.9	OK
7	**PM 2.5 Analyzer**						839 ug/cm2	830.63 ug/cm2		0.93	0.96	OK
8	**Meteorological Parameter**											OK
	Temperature											OK
	Humidity											OK
	Wind Speed											OK
	Wind Direction											OK
	Solar Radiation											OK
	Barometric Pressure											OK
	Rain Fall											OK
9	**Computers**											OK
10	**UPS/ AC / Others**											OK
11	**Data Display Board**											OK

Maintenance Details / Requirement:

Specific Observation(s): All analyzer calibrated satisfactory, NO2 has no factor, it has defined by NO & NOx. PM10 & PM2.5 Analyzer has calibrated & set factor automatically.

Signature of Engineer:

Engineer CSD

(TRUE COPY)

ANNEXURE- C

कल्याण मंत्रालय
भारत सरकार
ब्लॉक स्वास्थ्य मेला
नॉर्दर्न कोलफील्ड्स लिमिटेड
(एक मिनीरत्न कम्पनी)
NATIONAL HEALTH MISSION
NCL

स्वास्थ्य निश्चित
प्रगति सुनिश्चित
आयुष्मान भारत
ब्लॉक स्वास्थ्य मेला
अप्रैल 2022 - चितरंगी, वि.ख. चितरंगी, जिला-सिंगरौली (मध्य प्रदेश)
स्वास्थ्य देखभाल सेवाएँ
टेली-कंसल्टेशन
मधुमेह
रक्तचाप
NCL

ब्लॉक बी ने मेगा स्वास्थ्य शिविर में किया सहयोग

भास्कर न्यूज। सिंगरौली (गोरबी)। ब्लॉक बी क्षेत्र ने आजादी के अमृत महोत्सव के उपलक्ष्य और नेशनल ग्रीन ट्रिब्यूनल के दिशा निर्देशों का पालन करते हुए विकासखंड चितरंगी में आयोजित निःशुल्क स्वास्थ्य शिविर में सेवाएं प्रदान की। सामुदायिक स्वास्थ्य केंद्र चितरंगी में आयोजित विकास खंडस्तरीय स्वास्थ्य मेले में ब्लॉक बी क्षेत्र एवं जिला प्रशासन द्वारा सयुंक्त रूप से 17 हेल्थ स्टॉल लगाए गए थे। एनसीएल के ब्लॉक बी क्षेत्र ने स्वस्थ्य मेले के आयोजन के लिए 4.98 लाख रुपये की सहयोग राशि प्रदान की गई। स्वास्थ्य कैम्प में 126 ग्राम पंचायत के 313 गांवों के लोग एनसीएल की इस मुहिम से लाभान्वित हुए। वहीं इस दौरान विभागीय योजनाओं की जानकारी भी लोगों को दी गई। विकासखंड स्तरीय स्वास्थ्य कैंप में स्टाफ अधिकारी कार्मिक परवेज मोहम्मद, ब्लॉक बी प्रोजेक्ट नोडल अधिकारी सीएसआर सुमनलता डेहरिया सहित चिकित्सा क्षेत्र के अन्य सदस्य मौजूद रहे।

कार्यालय कलेक्टर, जिला सिंगरौली (म.प्र.)

(सिंगरौली महोत्सव एवं नगर निगम गौरव दिवस कार्यक्रम आयोजित किये जाने हेतु ई-निविदा आमंत्रण सूचना)

क्र/474/सामान्य/सिंग.महो./ 2022 सिंगरौली, दिनांक : 21.04.2022

निविदा सूचना

सिंगरौली महोत्सव एवं नगर निगम गौरव दिवस का आयोजन दिनांक 24 से 27 मई तक किया जाना है। उक्त कार्यक्रम के आयोजन, स्थल पर https://www.mptenders.gov.

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अनुबंध|Contract

ANNEXURE-D

अनुबंध क्रमांक|Contract No: GEMC-511687706510869

अनुबंध तिथि|Contract Generated Date : 15-Feb-2024

बोली/आरए/पीबीपी संख्या|Bid/RA/PBP No.: GEM/2022/B/2374138

संगठन विवरण|Organisation Details

प्ररूप|Type :	Central PSU
मंत्रालय|Ministry :	Ministry of Coal
विभाग|Department :	Materials Management
संगठन का नाम|Organisation Name :	Northern Coalfields Limited
कार्यालय क्षेत्र|Office Zone:	Singrauli

खरीदार विवरण|Buyer Details

पद|Designation :	HEAD OF EnM DEPARTMENT NCL HQ
संपर्क नंबर|Contact No. :	-
ईमेल आईडी|Email ID :	gmem.ncl@coalindia.in
जीएसटीआईएन|GSTIN :	N
पता|Address :	TOWN ADMINISTRATION DEPARTMENT, PANJREH BHAWAN, NCL-HEADQUARTERS, PO - SINGRAULI, SIDHI, MADHYA PRADESH-486889, India

वित्तीय स्वीकृति विवरण|Financial Approval Detail

आईएफडी सहमति|IFD Concurrence :	No
प्रशासनिक अनुमोदन का पदनाम| Designation of Administrative Approval:	CoFDs of NCL
वित्तीय अनुमोदन का पदनाम| Designation of Financial Approval :	AFM, NSC

भुगतान प्राधिकरण विवरण|Paying Authority Details

Role:	PAO
भुगतान का तरीका| Payment Mode:	Offline
पद|Designation :	AFM NSC JAYANT
ईमेल आईडी|Email ID :	pao6.ncl.mp@gembuyer.in
जीएसटीआईएन|GSTIN :	23AABCN4884H1ZE
पता|Address:	NEHRU SATABDI CHIKITSHALYA, PO - JAYANT, SINGRAULI, MADHYA PRADESH-486890, India

परेषिती विवरण|Consignee Details

क्र.सं.|S.No	परेषिती नाम & पता|Consignee Name & Address	सेवा विवरण|Service Description
1	संपर्क|Contact : 07804-292004- ईमेल आईडी|Email ID : hsbhullar@coalindia.in जीएसटीआईएन|GSTIN : 23AABCN4884H1ZE पता|Address : O/O CHIEF OF MEDICAL SERVICES, NEHRU SHATABDI CHIKITSALAY, PO-JAYANT, DISTT - SINGRAULI M.P.486890, SIDHI, MADHYA PRADESH-486890, India	Custom Bid for Services - Providing running operating 05 Mobile Medical Units on hiring basis with Doctors paramedical staff and medicines for providing basic healthcare services in the rural Areas of Singrauli and Sonebhadra District Under CSR of N..

सेवा प्रदाता विवरण|Service Provider Details

जेम विक्रेता आईडी|GeM Seller ID :	PUQ4200001804818
कंपनी का नाम|Company Name :	R K HIV & AIDS RESEARCH & CARE CENTRE
संपर्क नंबर|Contact No. :	09002529330
ईमेल आईडी|Email ID :	dilipturi@gmail.com
पता| Address :	G 5,SANGEETA APARTMENT,JUHU ROAD,SANTACRUZ WEST, Mumbai, MAHARASHTRA-400054, -
एमएसएमई सत्यापित|MSME verified :	Yes
एमएसएमई पंजीकरण संख्या|MSME Registration number :	UDYAM-WB-23-0008531
एमएसई सामाजिक श्रेणी|MSE Social Category :	SC
एमएसई लिंग श्रेणी|MSE Gender :	Male
जीएसटीआईएन|GSTIN:	27AAATR8530J1Z8

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा|GST / Tax invoice to be raised in the name of - Consignee

सेवा विवरण|Service Details

सेवा प्रारंभ दिनांक (नवीनतम) |Service Start Date (latest by): 01-Apr-2024 **सेवा समाप्ति तिथि|Service End Date :** 31-Mar-2027

श्रेणी नाम|Category Name : Custom Bid for Services

बिलिंग चक्र|Billing Cycle: monthly

विवरण|Description		The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Lumpsum Cost of Service in totality
Compliance of Service to SOW, STC, SLA etc	YES	1	49765385
Regulatory/ Statutory Compliance of Service	YES		
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Providing running operating 05 Mobile Medical Units on hiring basis with Doctors paramedical staff and medicines for providing basic healthcare services in the rural Areas of Singrauli and Sonebhadra District Under CSR of NCL		

कुल राशि (सूत्र) |Total Amount (Formula) :
(1*Lumpsum Cost of Service in totality)

ऐडऑन के बिना कुल मूल्य |Total Value without Addons(INR)	49765385
कुल एडऑन मूल्य |Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य |Total Value Including Addons(INR)	49765385

अनुबंध की राशि|Amount of Contract

सभी शुल्क और करों सहित कुल अनुबंध मूल्य|Total Contract Value Including All Duties and Taxes(INR)	**49765385**

एसएलए विवरण|SLA Details

Preface : Agreement representing a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Service Provider has been uploaded in bid section . The purpose of the agreement uploaded is to facilitate implementation of Services intended by the Buyer . Each documents as uploaded by buyer should be read in totality to conclude the requirement of Custom e Bid floated on portal .

The Agreement uploaded in bid section will generally contain the Scope of Work, (SOW) , stakeholder's obligations, Special Terms and Conditions (STC) related to service delivery as formulated by the Buyer and Payment Terms etc of the service for mutual understanding of the stakeholders. The Agreement remains valid till completion of Scope of Services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.

Guiding Principle : The Services contracts placed shall be governed by following set of Terms and Conditions :

1. General Terms and Conditions for Goods and Services;
2. Buyer's Formulated Service Specific STC including the Service Level Agreement (SLA) for the service as uploaded with the bid in form of suitable matching document ,

The above terms and conditions are in reverse order of precedence .Service specific STC supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider.

Intended Objectives And Goals of SLA : The objective of Agreement (SLA) as uploaded in bid section is to ensure that all the commitments and obligations are in place to ensure consistent delivery of service to buyer by service provider. Generally The goals of an Agreement are to:

1. Provide clear reference to service ownership, accountability, roles and/or responsibilities of both parties
2. Present a clear, concise and measurable description of service offered to the buyer
3. Establish Terms and Conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
4. To ensure that all the parties understand the consequences in case of termination of services due to any of the stated reasons
5. The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified on mutual consent of the stakeholders.

Parties To The Agreement

The main stakeholders associated with this agreement are:

1. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed.
2. Service Provider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level /penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA document.

ADVISORY WITH RESPECT TO SCOPE OF SERVICE

Scope of Work (SOW) is the most important & crucial component of any bidding process. It is for this that the whole bidding process is entered upon to execute the scope of work and deliver outcomes that the Government strives for. Scope of work directly affects the performance of contract therefore utmost care should be taken to aboid ambiguity with respect to deliverable .

For example , in case of Complex / Intricate Consulting Services , Some key guiding principles for drafting scope of work may be as under :

- "Detailed" specification of requirements is extremely critical – please ensure that even standard assumptions on scope of work are laid down and described .
- Make sure that specifications are endorsed by key stakeholders .
- Identify mandatory and non-mandatory requirements in scope of work · It should clearly provide the outcomes expected from solution/service delivery .
- The scope of work should mention what the outcome is based upon – time or material?
- A check should be made that the final specification of requirements :(a) addresses the targeted outcomes and business objectives . (b)meets the agreed stakeholder needs (c) covers whole-of-life of the contract deliverables .
- The objective, structure and expected set of contents of each knowledge item/deliverable should be laid down, in as much detail as possible, rendering the best level of clarity to it.
- The coverage of services needed in the form of activities like client visits, geographies to be studied, stakeholder meetings / interviews / workshops to be conducted, must be detailed out to avoid delivery compromises .

Important Note : Buyers authorities are advised to upload GAR report positively and without fail at appropriate place to ensure process complinace . Buyer may indicate about requirement Past Experience if so required by uploading the same at time of bid creation including approval of their competent authority . Service Providers's response may be assessed atime of technical evaluation.

Price Variation Clause:
"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

शुद्धिपत्र|Corrigendum

1. **तक बढ़ाया गया|Extended Upto :** 2022-08-20 18:00:00
2. **GeM-Bidding-Corr-3613834-3.pdf :यहां क्लिक करें|click here**

अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार|Additional Required Data/Document(s) : Buyer

1. **Pre Qualification Criteria (PQC) etc if any required :** click here
2. **Scope of Work :** click here

3. Special Terms and Conditions (STC) of the Contract :click here
4. Service Level Agreement (SLA) : click here
5. Payment Terms :click here
6. Educational Qualification including Profile of SME/Consultants /Professional Resources /Technical Resources if they are part of Project . : click here
7. Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by the service provider (Please provide the format if financial upload required is selected as "Yes" while creating Bid) :click here
8. GEM Availability Report (GAR) : click here

अतिरिक्त डेटा/दस्तावेज़ : विक्रेता|Additional Data/Document(s) : Seller

1. Certificate (Requested in ATC) : click here
2. Compliance Document In Respect Of Registration And Certification Of Service Provider Entity :click here
3. Compliance Documents In Respect Of Project Experience Of Firms : click here
4. Compliance Documents In Respect Of Resource Qualification , Profiles & Past Experience /expertise :click here
5. Compliance Document In Respect Of Certification Of Resources . : click here
6. Compliance Documents In Respect Of Pqc And Itb : click here
7. Compliance Documents In Respect Of Specification And Standard Of Services :click here
8. Any Other Documents As Per Bid (i) : click here
9. Compliance Documents In Respect Of Sow Etc :click here
10. Any Other Documents As Per Bid (ii) : click here
11. Any Other Documents As Per Bid (iii) : click here
12. Compliance Document In Respect Of Approach & Methodology : click here

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक | Advisory Bank :	ICICI
ईपीबीजी प्रतिशत (%) | ePBG Percentage(%):	3.00
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा |The bidder shall furnish ePBG as applicable as per bid's terms and conditions	

नियम और शर्तें|Terms and Conditions

1. General Terms and Conditions-

1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.

1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 *Forms of EMD and PBG*:
Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Northern Coalfields Ltd.
Account No.
352905000016
IFSC Code
ICIC0003529
Bank Name
ICICI Bank
Branch address
Morwa
.
Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

2.2 *Certificates*:
Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2.3 *Generic*:
Duration of the service contract may be extended up to 6 months beyond the initial contract duration (subject to satisfactory performance and mutual consent).

2.4 *Generic*:
OPTIONAL SITE VISIT:

1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder.

Costs of visiting the site shall be borne by the bidder.

2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.

3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

2.5 *Payment*:
PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

2.6 *Purchase Preference (Centre)*:

2.6 Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

2.7 *Purchase Preference (Centre)*:
Preference to Make In India products (For bids less than 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2.8 *Forms of EMD and PBG*:
Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

Northern Coalfields Ltd., Singrauli
A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

2.9 *Forms of EMD and PBG*:
Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Northern Coalfields Ltd.
Account No.
352905000016
IFSC Code
ICIC0003529
Bank Name
ICICI Bank
Branch address
Morwa
. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

2.10 *Generic*:
Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

2.11 *Generic*:
1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

2.12 *Generic*:
Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
i) The Seller fails to comply with any material term of the Contract.
ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
iv) The Seller becomes bankrupt or goes into liquidation.
v) The Seller makes a general assignment for the benefit of creditors.
vi) A receiver is appointed for any substantial property owned by the Seller.
vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

2.13 *Buyer Added Bid Specific ATC*:
Buyer uploaded ATC document Click here to view the file .

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Note: This is system generated file. No signature is required.